

**MEMORANDUM OF UNDERSTANDING**  
**For America's Job Centers of California Services**  
**Under the Workforce Innovation and Opportunity Act**  
**Between**  
**SONOMA COUNTY WORKFORCE INVESTMENT BOARD**  
**And**  
**EMPLOYMENT DEVELOPMENT DEPARTMENT**

This Memorandum of Understanding (hereinafter "MOU"), dated as of July 1, 2022 (hereinafter "Effective Date"), is by and between the Sonoma County Workforce Investment Board (hereinafter "WIB"), and Employment Development Department (hereinafter "Partner Agency").

Whereas, WIOA requires that a Memorandum of Understanding (MOU) be developed and executed between the local Workforce Investment Board and the One Stop Partners to establish an agreement concerning the operations of the one-stop delivery system and to establish the framework for providing services to employers, employees, job seekers and others needing workforce services; and

Whereas, California's one-stop delivery system, the America's Job Centers of California (AJCC), is a locally-driven system which develops the partnerships and provides the programs and services to achieve three policy objectives established through the California Workforce Development Strategic Plan, including fostering demand-driven skills attainment, enabling upward mobility for all Californians, and aligning, coordinating, and Integrating programs and services; and

Whereas, these objectives will be accomplished by providing all customers access to high-quality one-stop centers that connect them with the full range of services available in their communities, whether they are customers seeking to find jobs, build basic educational or occupational skills, earn a postsecondary certificate or degree, or obtain guidance on how to make career choices, or are businesses and employers seeking skilled workers; and

Whereas, Sonoma County's comprehensive AJCC is known locally as Job Link, and is operated and staffed by the Sonoma County Human Services Department (hereinafter "HSD") and its employees (hereinafter "HSD Staff").

Now, therefore, the parties agree as follows:

**A. PURPOSE**

The purpose of this Memorandum of Understanding is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the policy objectives.

**B. GENERAL PROVISIONS**

**1. Indemnification**

Departments of the State of California cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any

act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.

## 2. Confidentiality

- a. Partner Agency agrees to comply with the provisions of WIOA and applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and/or any other appropriate statute or requirement to assure that:
  - i. All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
  - ii. No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to one-stop applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- b. Additionally, Partner Agency agrees to abide by the current confidentiality provisions of respective statutes to which One-Stop Operators and other One-Stop Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. Partner Agency, therefore, agrees to share client information necessary for provision of services, i.e., assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
- c. Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.
- d. Partner Agency understands and agrees that this provision shall survive any termination or expiration of this Agreement.

## 3. Nondiscrimination and Equal Opportunity

Partner Agency shall comply with all applicable federal, state and local law, rules and regulations in regard to nondiscrimination in employment practices or in delivery of services because of race, color, ancestry, national origin, religion, sex, actual or perceived sexual orientation, marital status, age, pregnancy, medical condition, handicap, AIDS or HIV infection or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this MOU are incorporated by this reference.

Partner Agency agrees to comply fully with the WIOA, Title VII of the Civil Rights Act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

Partner agency will ensure access to services for individuals with barriers to employment, as defined by the State of California under WIOA.

Partner Agency understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

4. Dispute Resolution

The parties agree to try to resolve policy or practice disputes at the lowest level starting with the Site Supervisor(s), the One Stop Operator, and Partner Agency Staff (hereinafter "Partner Staff"). If issues cannot be resolved at this level, they shall be referred to the WIB and the management of the Partner Agency, for discussion and resolution.

5. Monitoring

The WIB, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- a. Federal awards are used for authorized purposes in compliance with law, regulations, and State policies;
- b. Those laws, regulations, and policies are enforced properly;
- c. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
- d. Outcomes are assessed and analyzed periodically to ensure that performance goals are met;
- e. Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
- f. All MOU terms and conditions are fulfilled.

6. Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

7. Drug and Alcohol-free Workplace

Partner Agency will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

8. Certification Regarding Lobbying

Partner Agency shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities

using federal funds and will disclose lobbying activities as required by law and regulations.

9. Debarment and Suspension

Partner Agency shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

10. Solid Waste Disposal Act.

Contractor shall recognize mandatory standards and policies relating to the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

11. Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

12. Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Any State. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

13. Merger

This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14. Status of Partner Agency and Its Employees

The parties intend that Partner Agency and its employees are not to be considered agents or employees of the County and are not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits the County provides its employees. In the event the County exercises its right to terminate this Agreement pursuant to provisions in C.1.b. below, Partner Agency expressly agrees that neither it nor its employees shall have any recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

It is understood that Partner Agency and Partner Staff are subject to their existing personnel policies, procedures, regulations and statutes as well as applicable collective bargaining agreements. To the extent possible, the County will work with all partners in developing and implementing policies and procedures for the AJCC System that will avoid inconsistencies with their respective policies, procedures, regulations and collective bargaining agreements.

15. Conflict of Interest

Partner Agency covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Partner Agency further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if

requested to do so, Partner Agency shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Partner Agency's or such other person's financial interests.

## **C. DURATION OF MOU**

### **1. Term of MOU**

- a. The term of this MOU shall be from July 1, 2022 through June 30, 2025, unless terminated earlier in accordance with the provisions in C.1.b. below.
- b. Either party to this MOU may terminate the MOU for convenience and without cause. Termination shall be affected by giving the other party thirty (30) days advance written notice of the effective date of termination.

### **2. Revisions, Modifications, and Extensions**

This Agreement may be revised, modified or extended at any time by the mutual written agreement of the Workforce Investment Board or Partner Agency or their designee.

## **D. THE AJCC SYSTEM**

### **1. Mission of the AJCC System**

The mission of the AJCC System, known in Sonoma County as Job Link, is to cultivate an integrated community partnership that supports economic growth and development by linking business and individual job seekers.

### **2. AJCC System Description**

The AJCC System will offer as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills.

Services will be integrated and universally accessible to meet the full range of customer needs.

Services will be comprehensive. The AJCC System will offer a wide array of useful information with easy access to needed services.

Services will be customer focused. The AJCC System will provide the means for customers to make informed choices about the services to meet their unique and individual needs.

### **3. Governance of the AJCC**

The ultimate accountability and responsibility for the AJCC System's policies, organizational processes, services and accomplishments will reside with the WIB. A Committee of Partner Agencies led by the One Stop Operator will be responsible for the day-to-day governance of the AJCC System.

### **4. Joint Planning**

As part of the Partner Agencies' commitment to high quality service to job seekers and employers, multi-partner teams will be established to address services and issues that may include marketing, resources, staff capacity, technology, customer service, and computer lab access.

## 5. Services to be Provided by the AJCC

In consideration of mutual aims and desires of AJCC partners and in recognition of the public benefit to be derived from effective collaboration of the programs involved, the Partner Agency agrees to support the following services through the comprehensive AJCC:

- a. Basic Career Services, as determined by specific needs of participants, including but not limited to eligibility determination; intake; initial assessment; labor exchange services; labor market information; performance and cost information on eligible training providers; availability of supportive services or assistance; financial aid assistance; information regarding filing unemployment claims and local area performance.
- b. Individualized workforce services, including training services, as applicable and provided by Partner Agencies.
- c. Access to Wagner-Peyser services including eligibility assessments and assistance in claims filing. Services will include referrals to job search, placement, recruitment, and CalJOBS.
- d. Services for employers as applicable and provided by Partner Agencies.

## 6. Referral Process

- a. General information regarding AJCC programs, services, activities and resources shall be made available to all customers as appropriate.
- b. Intake and referral processes will be customer-centered and provided by staff trained in customer service.
- c. WIS and Partner Agency agree to develop, implement and utilize processes and forms for common customer referrals, intake, and follow-up among the AJCC partners and to modify such processes and forms, as necessary.
- d. WIS and Partner Agency agree to provide training and technical assistance to Partner Staff, including, but not limited to, eligibility and scope of services available through each participating AJCC Partner.
- e. WIB and Partner Agency agree to refer its applicants and clients to other Job Link Partner Agencies, when such individuals may be eligible for the Partner Agency's services.

## 7. Access for Individuals with Barriers to Employment

- a. Partner Agency agrees to ensure that policies, procedures, programs, and services provided at the AJCC are in compliance with the Americans with Disabilities Act and its amendments.
  - i. Adaptive equipment is available for individuals with disabilities.
- b. Partner Agency agrees to ensure that policies, procedures, programs, and services provided at the AJCC are accessible to individuals with barriers to employment as defined on the federal, state, and local level, by Partner Agencies, and/or the WIB.
  - i. Limited English proficient individuals will be ensured access to interpreters and translation services.

- ii. The WIB and Partner Agency will make every effort to ensure data sharing across programs to better facilitate services to individuals with barriers to employment.

#### 8. Grievance Procedure

The AJCC Partner Agencies agree to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievance and complaints is applicable to customers and partners. The procedures will allow the customer or entity staff filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The Partners further agree to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

#### 9. Direct Access to Partners through Real-Time Technology

WIB and Partner Agency agree to utilize electronic linkages, including Internet, E-mail, and CalJOBS connections, as applicable.

#### 10. CalJOBS

WIB and Partner Agency agree that CalJOBS will be the labor exchange database for Job Link as described in Exhibit C: Data System Requirements, which is attached hereto and incorporated herein by this reference. CalJOBS will be utilized to coordinate employer outreach and prevent duplication of efforts.

#### 11. System Security

- a. WIB and Partner Agency will be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access.
- b. Partner Agency agrees to maintain all records of the AJCC customers or Partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- c. Partner Agency understands that system security provisions shall be agreed upon by all AJCC Partners.

#### 12. Site Supervision and Day-to-Day Operations

The day-to-day operations, coordination and activities of Partner Staff assigned to the comprehensive AJCC will be the responsibility of the One Stop Operator. The Partner Agency and/or employer of record for Partner Staff assigned to the AJCC will continue to set the priorities for its staff. Any change in work assignments or any problems at the worksite will be handled by the One Stop Operator and the management of the Partner Agency and/or employer of record.

The office hours for the staff at the AJCC will be established by the WIB and the Partner Agency and/or employer of record. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the WIB at the beginning of each fiscal year.

Disciplinary actions may result in removal of co-located staff from the AJCC and each party will take appropriate action.

Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsive and save all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

### 13. Marketing and Communications

The identity of the AJCC delivery system in Sonoma County will be through the shared name of Sonoma County Job Link. All public media information will be approved by the WIB.

All Partner Agencies will be identified, to the extent possible, on brochures, posters, announcements, reports, newsletters, etc. When it is not practical or possible to list all Partners' names on marketing items, the marketing item will include a partnership statement such as "To better serve the public, this AJCC is operated by a partnership of local and state agencies and organizations."

The parties agree to utilize the AJCC logo developed by the State of California and the WIB on buildings identified for One-Stop Center usage, letterhead, envelopes, business cards, any written correspondence and fax transmittals

## **E. PARTNER AGENCY RESPONSIBILITIES**

Partner Agency will be responsible for performing the services described in Exhibit A: Scope of Work, which is attached hereto and incorporated herein by this reference.

## **F. WIB RESPONSIBILITIES**

1. Meet all obligations and responsibilities under the Workforce Innovation and Opportunity Act (WIOA), including but not limited to:
  - a. Administer Title I - Adult and Dislocated Worker Training Activities, including Rapid Response.
  - b. Identify eligible providers of training services.
  - c. Submit required Local Area Strategic plan and negotiate local performance standards.
  - d. Conduct oversight and ensure fiscal responsibility and maintain CalJOBS or other data system in order to track and submit required reports.
  - e. Publicize, as required, all meetings regarding WIOA-required activities including the Workforce Investment Board and its committees, procurement of service activities, and local strategic planning.
  - f. Negotiate and secure MOUs with each eligible AJCC Partner which meet the requirements of WIOA and set forth their respective responsibilities for make a broad range of services available through the local AJCC System.
2. Oversee the One Stop Operator.
3. Provide capacity building and professional development, including sharing of information, to ensure flexibility in meeting the needs of participants in a timely and efficient fashion.
4. Provide staff to attend inter-agency meetings and related functions.



5. AJCC facility will be accessible to those with disabilities in compliance with the Americans with Disabilities Act of 1990.
6. Provide office space and equipment where applicable and as described in Exhibit A: Scope of Work.

## **G. AJCC OPERATIONS**

### **1. Funding of Infrastructure Costs and Other System Costs**

Partner Agency agrees to contribute their fair and equitable share of infrastructure and other system costs of the comprehensive AJCC System as applicable, either in cash or through in-kind services as set forth in "Exhibit B: Cost Sharing Agreement" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference, and in compliance with the terms and conditions included in "Exhibit D: EDD Space Use Permit (SUP)" (hereinafter "Exhibit D").

### **2. Cost Reconciliation and Allocation Base Update**

A periodic modification and review process will be used to ensure all AJCC partners continue to contribute their fair and equitable share of infrastructure and any other system costs, as follows:

- a. The WIS will prepare an updated budget document at the end of each calendar year showing any cost adjustments and will prepare an invoice for Partner Agency. An updated infrastructure budget will be inserted into this agreement each year.
- b. The WIS will invoice Partner Agency and will include the updated budget no later than forty-five (45) days after the end of the calendar year.
- c. Upon receipt of the invoice and adjusted budget, Partner Agency will review both documents and will submit payment to the WIS no later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget.
- d. Partner Agency will communicate any disputed costs to the WIS in writing. The WIS will review the disputed cost items and respond accordingly to the Partner Agency and within fifteen (15) days of receipt of notice of the disputed costs. When necessary, the WIS will revise the invoice and the adjusted budget upon resolution of the dispute.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MOU AS  
OF THE EFFECTIVE DATE.**

By: Katie Greaves  
Katie Greaves  
Director  
Workforce Investment Board

Date: 12/13/2022

By: Emilia Bartolomeu  
Emilia Bartolomeu  
Deputy Division Chief:  
Northern Workforce Services  
Employment Development  
Department

Date: 12/6/2022

By: Stephen Jackson  
Stephen Jackson  
Chair  
Workforce Investment Board

Date: 12/13/2022

By: Robert Leeds  
Robert Leeds  
Employment Development  
Administrator  
Unemployment Insurance  
Employment Development  
Department

Date: 11/17/2022

By: A. Struckmann  
Angela Struckmann  
Director  
Sonoma County Human Services  
Department

Date: 12/8/2022

**Exhibit A: Scope of Work****A. EDD – Unemployment Insurance****1. Required Partner**

Employment Development Department – Unemployment Insurance (EDD-UI) is a required partner under WIOA Section 121(b)(1)(B).

**2. Office Space**

EDD Workforce Services is located at the One Stop Affiliate site at 606 Healdsburg Avenue in Santa Rosa. Limited UI assistance is available through the WS staff.

**3. Sharing Technology Infrastructure**

EDD-UI will not use HSD technology infrastructure at the 606 Healdsburg Avenue site.

**4. Partner Agency Role in the AJCC System**

EDD-UI is a mandated partner working with other workforce partners to develop strategies for carrying out the requirements of WIOA.

**5. Partner Agency Customers**

- Job Seekers
- Employers
- Assistance to UI Claimants

**6. Partner Agency Customer Referral Process to Job Link**

- AJCC Workforce Services staff will provide basic UI claim information and support to clients.
- After all in-person attempts by AJCC staff have been exhausted, AJCC staff will connect client to the UI's Public Service Program (PSP). PSP provides real-time meaningful access to the UI program.

**7. Services to be Provided by Partner Agency**

**Program Eligibility** – The EDD provides UI claim information online to customers on UI Online<sup>SM</sup> and by mailing the following documents that can be utilized when determining eligibility for the local Title I programs.

- Notice of Unemployment Insurance Award (DE 429Z)
- Notice of Unemployment Insurance Claim Filed (DE 1101CLMT)

If the customer is unable to provide sufficient information, the Data Consent Authorization Form (DCAF) is available for AJCC staff to complete and fax/mail to the EDD. The form is signed by the claimant authorizing the partner to have access to confidential UI claim information (such as, basic claim info and wages reported in previous quarters) for one year.

The EDD UI Program responds within three (3) business days upon receipt.

**UI Claim Filing Assistance & Information** – The WIOA outlines the 10th Basic

Career Service as providing meaningful assistance in filing a UI claim in the one-stop delivery system.

- The UI program is committed to providing AJCC staff with training on resources available on the EDD website for filing a UI claim, accessing UI Online, viewing tutorials, and FAQs.
- The AJCC staff should be guiding customers to the online method for filing a UI claim available on the EDD website.
- The UI program is committed to making the PSP line available in the office to provide the real-time technology for providing meaningful access after all in-person attempts by cross-trained AJCC staff have been exhausted.

## B. Employment Development Department

### 1. Required Partner

Employment Development Department (EDD) is a required partner under WIOA Title I Adult, Dislocated Worker and Youth, and also under WIOA Title III Wagner-Peyser.

### 2. Office Space

Partner will have up to seven (7) staff on-site at Job Link and will be assigned dedicated office space.

### 3. Sharing Technology Infrastructure

Partner will be provided limited access to the Human Services Department Network and will abide by the HSD System Requirements.

### 4. Partner Agency Role in the AJCC System

The AJCC system brings together a wide variety of Federal, State, and local program partners, integrates the provision of their services and provides a full-range of help to job seekers and employers, all under one roof. Partner Agency will provide services offered by their agency to the appropriate one-stop participant, to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.

### 5. Partner Agency Customers

Customers include:

- a. All job seekers.
- b. Veterans – A person who served at least one day in the military, naval, or air services, and who was discharged or released under conditions other than dishonorable. EDD assists veterans and their eligible spouses to maximize their employment and training opportunities.
- c. Seasonal Migrant Farm Workers (SMFW) - an individual who is required to be absent from a permanent place of residence for the purpose of seeking employment in agricultural work.
- d. Trade Adjustment Assistance (TAA) - workers who are laid off due to increased imports from any foreign country.

- e. Individuals requesting bonding services.
- f. Unemployment Insurance claimants and applicants.
- g. California Training Benefit (CTB) applicants and recipients – program allows eligible unemployment claimants who lack competitive job skills needed for the California labor market to continue to receive their benefits while attending training.

6. Partner Agency Customer Referral Process to Job Link

- a. EDD will accept drop-in client referrals.
  - 1) Customer indicating to staff the need for further assistance from partner agency will be directed to front desk staff.
  - 2) Front desk staff will indicate the needed service on the partner sign-up sheet for drop-ins.
  - 3) Front desk staff will notify partner staff via phone, email or instant message an individual has been added to the sign-up sheet for drop-ins.
  - 4) Partner staff will notify front desk staff the communication was received.
  - 5) Partner staff will meet with the individual providing the service.
  - 6) Partner staff will document meeting, service and outcome in CalJOBS.
- b. Partner staff are able to provide pre-set follow up appointments onsite or at affiliate site, when appropriate, for the following populations:
  - Veterans.
  - Trade Adjustment Assistance (TAA).
  - Individuals requesting bonding services.

7. Services to be Provided by Partner Agency

- a. Partner will provide all career services provided under the Partner's program available to individuals through the AJCC delivery system, including the following:
  - 1) Intake – AJCC registration into CalJOBS.
  - 2) Orientation – provide individuals with an introduction to System services and basic information on resources and materials available.
  - 3) Referrals to appropriate community/other partner services based on individual's needs.
  - 4) Initial Assessment of skills – Facilitate workshop that provides individuals with assessments of their skills, aptitudes, and abilities.
  - 5) Provide Labor Market Information – information pertaining to job opportunities, labor market, non-traditional employment and in-demand occupations.
  - 6) Training Provider – information on training programs cost, performance and availability of financial aid.
  - 7) Supportive services information – provide information on childcare, child support, child health, Supplemental Nutrient Assistance Program, Social Security, Earned Income Credit and Temporary Aid for Needy Families.

- 8) Unemployment claim assistance.
- 9) Business Services – provide assistance with the Rapid Response and Layoff Aversion events, employer informational workshops, posting job orders and outreach
- b. Provide services in accordance with the Federal Regulations and required timelines of the TAA program.
- c. Provide consistent information to local partners related to unemployment compensation benefits, TAA services through AJCC network and employment and training activities to be included at all rapid response presentations.
- d. Attend and assist AJCC staff at rapid response sessions, as needed.
- e. Provide training to AJCC rapid response coordinators to cover basic EDD and TAA information, as needed.
- f. In coordination with WIOA Career Services Provider, EDD will provide services in accordance to the following procedures:
  - 1) Participate in WIOA/TAA Orientation;
  - 2) Case Management: discuss career goals, barriers, career changes, and any discussions involving advice or guidance to a WIOA/TAA participant;
  - 3) Barriers to Employment: discuss lack of transportation, language barriers, educational levels;
  - 4) Job Referrals: assist with job referrals to TAA clients after completion of TAA-funded training;
  - 5) Job Placement: assist TAA clients in finding jobs matching their abilities after completion of TAA training;
  - 6) Training Support: fund client training through the TAA program.
- g. Partner Agency will comply with WIOA and all federal, state and local laws, regulations, rules, policies and procedures applicable to their respective roles and responsibilities under this MOU and as consistent with the rules that govern their program.
- h. Partner Agency will provide all AJCC System staff with information on their Agency's services, including information on when and how to make a referral.
- i. Partner Agency agrees to share information about new services, workshops, activities or events relevant to AJCC customers, with all AJCC partners in a timely manner.
- j. Partner Agency will provide a representative to participate on AJCC committees; and will support the promotion of system-wide activities such as workshops, trainings and career fairs.
- k. Partner Agency will provide a supervisory or management level representative to participate on the Partner Agency Committee, which provides over-sight to the AJCC delivery system
- l. Lead Re-Employment Services and Eligibility and Assessment Services.

- m. Partner Agency agrees to notify WIB Director of any changes to the rules governing its respective program that impact the Partner Agency's performance under this MOU.
- n. Partner Agency will participate in the operation of the AJCC system in accordance with the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121 (b)(1)(B).
- o. Partner Agency will provide Basic Career Services and Individual Career Services as listed in the Other System Costs budget.

## **Exhibit B: Cost Sharing Agreement**

### **1. Infrastructure Costs**

A. American Job Center infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the American Job Center, including, but not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
- Technology to facilitate access to the American Job Center, including technology used for the center's planning and outreach activities.

Partner Agency recognizes that infrastructure costs are applicable to all required Partners, whether they are physically located in the American Job Center or not. Each partner's contributions to these costs, however, will vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

B. Cost Allocation Methodology

Partner Agency agrees to the cost allocation methodology as described in the infrastructure budget as applicable.

C. Partner agency costs will be pro-rated per Exhibit D.



## D. Sonoma County Comprehensive AJCC Infrastructure Costs:

FY 2022-23						Partners' Annual Share			
Cost Category/ Line Item	Description	Total Cost	CostAlloc Method	Total	Job Link's Share of Total	Job Link	EDD*	Dept. of Rehab	Job Corps
<b>RENT</b>									
Rental of Facilities	SR Office Properties LLC - Lease	\$1,171,249.62	Square Footage	49,739	14,936	\$351,711.62	\$27,833.63 (1,182 sq. ft.)	\$1,512.72 x5%= \$75.64 (64.24 sq. ft.)	\$1,483.52
<b>RENT Subtotal:</b>						\$351,711.62	<b>\$27,833.63</b>	\$75.64	\$1,483.52
<b>UTILITIES and MAINTENANCE</b>									
Electric, Gas, Water, and Sewer	SR Office Properties LLC - Invoice to pass thru PG&E costs	\$67,086.23	Square Footage	49,739	14,936	\$20,145.16	\$1,594.24	\$86.64	\$84.97
High-Speed Internet	Comcast	\$1,733.86	Square Footage	49,739	14,936	\$520.66	\$41.20	\$2.24	\$2.20
Telephones (Landlines)	Telecommunicatio ns Data Lines	\$104,799.32	Number of phone lines	282	39	\$14,493.52	\$2,973.03 (8 phone lines)	\$371.63 (1 phone line)	\$371.63
	Telecommunicatio ns Usage	\$2,691.00	Number of phone lines	282	39	\$372.16	\$76.34	\$9.54	\$9.54
Facility Maintenance Contract	SR Office Properties LLC - Lease	Included in Lease Agreement							
<b>UANDM Subtotal:</b>						\$35,531.50	\$4,684.81	\$470.06 x5%= \$23.50	\$468.34
<b>EQUIPMENT</b>									
Assessment- related products									
Assist. Tech for Inds. w/ Disabilities									
Copiers/Fax Machines	Copier/Fax Machines	\$16,961.44	Square Footage	14,936	14,339	\$16,422.71	\$465.75	\$72.95	\$72.95

Computers									
Other tangible equipment shared:									
<b>EQUIPMENT Subtotal:</b>						\$16,422.71	\$465.75	\$72.95 x5%= \$3.65	\$72.95
<b>TECHNOLOGY TO FACILITATE ACCESS TO AJCC</b>									
Tech for Planning & Outreach									
Cost of creation/ maintenance of website									
<b>TECH ACCESS Subtotal:</b>									
<b>COMMON IDENTIFIER COSTS</b>									
Creating New AJCC Signage									
Updating Templates & Materials									
Updating Electronic Resources									
<b>COMMON IDENTIFIER COSTS Subtotal:</b>									
<b>TOTAL INFRASTRUCTURE COSTS**</b>						<b>\$403,665.86</b>	<b>\$32,984.19</b>	<b>\$102.79</b>	<b>\$2,024.81</b>

\*EDD costs to be pro-rated based on the terms and conditions included in Exhibit D.

\*\*Actual costs to be pro-rated due to Sonoma County COVID-19 Health Order.

## **2. Other System Costs**

### **A. Defining Other System Costs**

The other system costs budget is a consolidated budget for applicable career services. This budget includes each of the partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner. Unlike infrastructure cost sharing, other system costs, including "Applicable Career Services" are not limited to the non-personnel costs and include all costs related to the administration and delivery of those services.

### **B. Reconciling Other System Costs**

Partner Agency agrees to provide information to the WIB if there is a change in Partner Agency costs related to the service delivery of each applicable career service.

## C. Sonoma County AJCC Budget for Other System Costs

<b>BASIC CAREER SERVICES</b>	<b>Job Link</b>	<b>DOR</b>	<b>EDD</b>	<b>SCAEC</b>	<b>TANF</b>	<b>CAPSC</b>	<b>SER</b>	<b>Job Corps</b>	<b>CHD</b>	<b>SCAIR</b>
T-1 Program Eligibility	X								X	X
Outreach, Intake, Orient	X	X	X		X		X		X	X
Initial Assessment	X	X					X		X	X
Labor Exch/Job Search	X	X	X			X		X	X	X
Referrals to Partners	X	X	X			X	X	X	X	X
LMI	X	X	X		X				X	
Performance/Cost Info	X								X	X
Support Service Info	X	X					X	X	X	X
UI Info/Assistance	X		X						X	X
Financial Aid Info	X					X		X		X
<b>INDIVIDUAL CAREER SERVICES</b>										X
Comp Assessment	X						X		X	X
IEP	X						X		X	X
Career Plan/Counsel	X	X			X	X	X	X	X	X
Short-Term Prevoc.									X	
Internships/Work Experience		X				X	X	X	X	X
Out-of-Area Job Search							X	X		X
Financial Literacy						X	X	X	X	X
IET/ELA										
Workforce Preparation		X				X		X	X	X

<b>Applicable Career Services</b>	<b>Job Link</b>	<b>DOR</b>	<b>EDD</b>	<b>SCAEC</b>	<b>TANF</b>	<b>CAPSC</b>	<b>SER</b>	<b>Job Corps</b>	<b>CHD</b>	<b>SCAIR</b>
<b>Basic Career Services:</b> T-1 Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$572,292.00	\$573,842.61	\$1,011,891.92	\$	\$453,044.00	\$397,284.00	\$15,000.00	\$	\$13,570.00	\$
<b>Individual Career Services:</b> Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep	\$242,808.00	\$2,295,370.45	\$178,569.16	\$	\$290,812.00	\$535,846.00	\$15,000.00	\$	\$25,438.00	\$
<b>TOTAL</b>	\$815,100.00	\$2,869,213.06	\$1,190,461.08	\$	\$743,856.00	\$933,130.00	\$30,000.00	\$	\$39,008.00	
<b>\$6,620,768.14</b>										

### **Exhibit C: HSD System Requirements**

#### **1. HSD Network Access**

- A. Access to the HSD Network shall be allowed for designated staff and only for the purpose described in Exhibit A Scope of Work.
- B. Access to HSD Network will be allowed only for Partner Agency staff that have signed and submitted a HSD Security & Confidentiality Agreement.
- C. Partner Agency will provide written notification to HSD of any employee change, including at the time of giving notice to vacate the position, that relates to this Agreement, including termination of access due to leave, job change or other reason, within two (2) business days of the change.
- D. Partner Agency will ensure that usernames and passwords are not shared by Partner Agency employees.
- E. All HSD Network-related issues shall be made in writing via e-mail to the WIB manager.

#### **2. CalJOBS Requirements**

- A. Access to CalJOBS shall be allowed for designated staff and only for the purpose described in Exhibit A: Scope of Work. Accessing client information related to anything other than what is described in the scope is strictly prohibited.
- B. Access to CalJOBS will be allowed only for Partner Agency staff that have signed and submitted a HSD Security & Confidentiality Agreement and must be received by HSD prior to the issuance of a CalJOBS secure user name and password.
- C. Partner Agency agrees to require all persons who have access to client information in CalJOBS to comply with the provisions of Section 10850 of the Welfare and Institutions (W & I) Code and Division 19 of California Department of Social Services Manual of Policy and Procedures and that any person knowingly and intentionally violating the provisions of this Agreement is guilty of a misdemeanor.
- D. Partner Agency understands that there is a criminal penalty for release or use of the information by Partner Agency for any purpose other than stated in this Agreement.
- E. All CalJOBS-related issues shall be made in writing via e-mail. Courtesy copy the WIB Manager and addressed as follows:

CalJOBS MIS Administrator  
Thill@schsd.org

## Exhibit D:

**SPACE USE PERMIT (SUP)****SUP #:** 1287

**Host Organization:** Sonoma County Human Services Department  
**SUP Site Address:** 2227 Capricorn Way, Suite 100  
 Sant Rosa, CA 95401  
**Number of Staff to Occupy SUP Site:** 7  
**Space to be Occupied (sq. ft.):** 1182  
**Begin Date:** 03/01/2021  
**Expiration Date:** 02/28/2023  
**EDD Parent Office:** Santa Rosa WSB  
 606 Healdsburg Avenue, Santa Rosa, CA 95404  
**EDD Parent Office Cost Center:** 01290

**SPECIAL TERMS AND CONDITIONS**

The Host Organization, or its representative/agent, hereby agrees to allow the State of California, Employment Development Department (EDD), to occupy rent-free the premises identified above as "SUP Site," in accordance with the terms above. The term of this agreement shall not exceed two (2) years. The Host is under no obligation to provide space on a continuing basis, and this agreement may be terminated by either party by providing thirty (30) days written notice.

It is mutually understood that this document does not authorize any payments between these parties, and that any cost sharing or reimbursement between EDD and the Host Organization must be documented in a separate written agreement and signed by each party hereto. Furthermore, no alterations or variations of the terms of this agreement shall be valid unless made in writing and signed by each party hereto, and that no oral understanding or agreement not documented and agreed to in writing, shall be binding on either party.

Pursuant to Section 895.4 of the California Government Code, each party hereto agrees to indemnify and hold harmless from liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying parties.

Pursuant to Section 25915 of the Health and Safety Code, the Host Organization must provide written notice to EDD employees of the presence of asbestos-containing materials within fifteen (15) days of knowledge, or for new employees, fifteen (15) days of commencing work in the building; and annually thereafter.

Except in emergency situations, the Host Organization Representative/Agent shall not give less than forty-eight (48) hours prior notice to State tenants when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.

**Host Organization – Authorized Signature and Title**

*Katie Greaves* Katie Greaves, Director Date: 4-16-21

**EDD Cost Center Manager – Authorized Signature and Title**

*David Tam* David Tam Date: 4-16-21

**EDD Field Office Division Chief – Authorized Signature and Title**

*Janet Neitzel* Janet Neitzel Date: 4/19/2021

**EDD CO Workforce Services Division Chief – Authorized Signature and Title**

*Roberta* for WS Division Chief Date: 4/21/2021

**Business Operations Planning and Support Division (BOSPD) – Authorized Signature and Title**

*S Mendes* BOSPD Chief Date: 7/15/2021

For additional information regarding the SUP policy, please contact the Workforce Services Branch at [WSBPremises@edd.ca.gov](mailto:WSBPremises@edd.ca.gov).