



COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**C-7**

For the meeting of: April 5, 2016

Date: March 11, 2016

To: Board of Supervisors

From: Cheryl Dillingham, Interim County Administrative Officer

Subject: Memorandum of Understanding between the County Administrative Office, Economic Development Division and the Department of Health and Human Services, Employment Training Division relating to Workforce Innovation and Opportunity Act transition activities.

RECOMMENDATIONS:

That the Board of Supervisors:

1. Approve the proposed Memorandum of Understanding (MOU) between the County Administrative Office, Economic Development Division (CAO/EcDev) and the Department of Health and Human Services, Employment Training Division (DHHS/ETD) relating to Workforce Innovation and Opportunity Act (WIOA) transition activities.
2. Authorize County Administrative Officer, and Department of Health and Human Services Director to sign the MOU.
3. Approve the attached budget adjustment for budget unit 582.

SOURCE OF FUNDING:

Economic Development Fund - Workforce Innovation and Opportunity Act (WIOA)

Prepared by Cynthia Harrington, HC-WDB Executive Director

CAO Approval Cheryl Dillingham

REVIEW: Auditor MSM County Counsel [Signature] Human Resources \_\_\_\_\_ Other \_\_\_\_\_

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. C5 & C10

Meeting of: 6/22/16 & 1/14/16

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**

Upon motion of Supervisor Fennell Seconded by Supervisor Bass

Ayes Sundberg, Fennell, Lovelace, Bohn, Bass

Nays \_\_\_\_\_

Abstain \_\_\_\_\_

Absent \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: April 5, 2016

By: [Signature]  
Kathy Hayes, Clerk of the Board

DISCUSSION:

WIOA was signed into law on July 22, 2014 and, in general, took effect on July 1, 2015. WIOA restructures and reauthorizes the local workforce system and effectively supersedes the Workforce Investment Act (WIA) of 1998. WIOA requires procurement of the one-stop career service center which has occurred locally. Request for Proposal (RFP) #193 was released on August 21 2015, seeking operators to oversee the one-stop career service center in Humboldt County. On January 19, 2016, your Board awarded the contract to DHHS/ETD, College of the Redwoods (CR) and Redwood Community Action Agency (RCAA), to act as a consortium (Consortium) with partner agencies, and operate the one-stop career service center beginning on July 1, 2016. In addition to these three lead agencies, the Consortium includes the following partner agencies:

State of California Employment Development Division (required)  
California Department of Rehabilitation (required)  
Experience Works (required)  
North Coast Small Business Development Center (approved)  
Sequoia Personnel Services (approved)

To effectively prepare for the implementation of the new one-stop career service center model under WIOA and the July 1, 2016 start date, the State is allowing local areas a one-time 'flexible' use of Rapid Response formula funds for WIOA transition activities. Locally, Rapid Response formula funds for WIOA transition activities amount to \$82,254 and was included in RFP #193. The Consortium requested the full amount of \$82,254 in their proposal, to be split among its eight agencies.

On December 18, 2015, the Workforce Development Board awarded Rapid Response formula funds to the Consortium for WIOA transition activities. Under the approved award, DHHS/ETD will receive a total of \$40,254 for WIOA transition activities. The Consortium will use all awarded funds to provide approved WIOA transition activities including: staff training, branding of the mandated "America Job Center" universal name, upgrades to materials, facility and equipment, developing a Memorandum of Understanding and Referral Agreement among all partners, and strategic planning efforts.

On July 14, 2015, under Resolution 15-76, your Board authorized the County Administrative Officer to execute fiscal documents associated with Sub-grant K698361. Rapid Response formula funds fall under this Sub-grant. However, the MOU between CAO/EcDev and DHHS/ETD, and corresponding budget adjustment must be approved by your Board in order to allow DHHS/ETD access to the Rapid Response formula funds.

Staff recommends that the Board approve the MOU and budget adjustment, included as Attachment B, for Rapid Response formula funds in the amount of \$40,254. By approving the MOU and budget adjustment, DHHS/ETD will be able to provide WIOA transition activities in order to effectively prepare for the new one-stop career service center in Humboldt County beginning on July 1, 2016.

This contract comes to your Board after the effective date due to time constraints in preparing and reviewing the contract and allowing for a timeframe that permits for the full use of funding. In order for DHHS/ETD to perform WIOA transition activities, three full months is necessary.

FINANCIAL IMPACT:

The Rapid Response formula funds will take effect on April 1, 2016 and expire on June 30, 2016. Of the \$82,254 in Rapid Response formula funds available, DHHS/ETD will utilize \$40,254 in preparation for the July 1, 2016 start date. The allowable use of Rapid Response formula funds to provide WIOA transition activities is a one-time arrangement made by the State.

The MOU supports business and workforce development, a Core Role in the Board's Strategic Framework.

OTHER AGENCY INVOLVEMENT:

Employment Training Division of the Department of Health and Human Services.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose not to approve the MOU or budget adjustment. This is not recommended because it is important that the implementation period is effective and produces compliance for the July 1, 2016 start date. Additionally, if the Rapid Response formula funds are not spent by June 30, 2016, they must be returned to the State.

ATTACHMENTS:

Attachment A – Memorandum of Understanding for WIOA transition activities  
Attachment B – Budget Adjustment for unit 582

ATTACHMENT A

Memorandum of Understanding for WIOA Transition Activities

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE HUMBOLDT COUNTY  
ADMINISTRATIVE OFFICE  
AND  
HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**

This Memorandum of Understanding (“MOU”), entered into this 1<sup>st</sup> day of April, 2016, by and between the County of Humboldt, a political subdivision of the State of California, by and through its County Administrative Office, Division of Economic Development, hereinafter referred to as “CAO,” and the Employment Training Division of the Humboldt County Department of Health and Human Services, a governmental entity, hereinafter referred to as “ETD,” together referred to as “the Parties,” is made upon the following considerations:

WHEREAS, the County has received funding from the California State Employment Development Department (EDD) as provided by the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 for WIOA Title I Rapid Response Formula funds; and

WHEREAS, the EDD makes available WIOA Title I Rapid Response Formula funding through a sub-grant agreement with the County; and

WHEREAS, the EDD sub-grant permits the use of WIOA Title I Rapid Response funds for transition activities; and

WHEREAS, the CAO is the fiscal and administrative agent overseeing these funds; and

WHEREAS, the parties desire to enter into an MOU which sets forth each party’s rights and responsibilities regarding use of WIOA Title I Rapid Response funds for transition activities.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises contained herein, it is hereby understood and agreed by and between the parties as follows:

1. CAO’s RESPONSIBILITIES:

CAO will provide ETD with an amount not to exceed Forty Thousand Two Hundred and Fifty Four Dollars (\$40,254) for transition activities, in accordance with the payment provisions set forth herein.

2. ETD’s RESPONSIBILITIES:

ETD agrees to develop, coordinate and provide the professional development services and transition activities described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services and assistance, ETD agrees to cooperate with the Executive Director of the Division of Economic Development or designee thereof, hereinafter referred to as “Director.”

3. TERM:

The term of this MOU shall begin on April 1, 2016 and shall remain in full force and effect through June 30, 2016, unless extended or sooner terminated according to the provisions of this MOU.

4. TERMINATION:

A. Breach of Contract. If, in the opinion of CAO, ETD fails to adequately perform the transition activities required hereunder within the time limits specified herein, or otherwise fails to comply

with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, CAO may terminate this MOU immediately, upon notice.

- B. Without Cause. This MOU may be terminated by either party without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. CAO's obligations under this MOU are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, CAO shall, at its sole discretion, determine whether this MOU shall be terminated. CAO shall provide ETD seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this MOU, ETD shall be entitled to compensation for transition activities performed pursuant to the terms and conditions of this MOU through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to CAO resulting from a breach of this MOU by ETD.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by CAO under this MOU is Forty Thousand Two Hundred and Fifty Four Dollars (\$40,254). ETD agrees to perform all transition activities required by this MOU for an amount not to exceed such maximum dollar amount, unless amended by the parties to allow for the performance of additional transition activities. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for transition activities provided hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this MOU are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by ETD, or compensated by CAO, without written authorization by CAO. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of ETD.

6. PAYMENT:

ETD shall submit to CAO monthly invoices itemizing all transition activities rendered, and costs and eligible expenses incurred pursuant to the terms and conditions of this MOU by the fifteenth (15<sup>th</sup>) day of each month. Payment for transition activities rendered, and costs and expenses incurred, hereunder shall be made within thirty (30) days of receipt of approved invoices. All invoices submitted by ETD shall be sent to CAO Economic Development Department at the following address:

CAO:  
Humboldt County Economic Development Department  
Workforce Development Board  
520 E Street  
Eureka, CA 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing:

CAO:  
Humboldt County Economic Development Department  
Workforce Development Board  
Executive Director  
520 E Street  
Eureka, CA 95501

ETD:  
Department of Health and Human Services  
Social Services Branch Director  
929 Koster Street  
Eureka, CA 95501

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. ETD agrees to timely prepare accurate and complete financial, performance and payroll records relating to the transition activities provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of ETD, and its subcontractors, related to the transition activities provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized local, state or federal agencies for a period of three (3) years after final payment under this MOU. ETD hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by CAO and any other duly authorized local, state or federal agencies. ETD further agrees to allow interviews of any of its employees who might reasonably have information related to such records by CAO and any other duly authorized local, state or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because ETD's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by CAO.

9. MONITORING:

ETD agrees that CAO has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor ETD's records, programs or procedures, at any time, as well as the overall operation of ETD's programs, in order to ensure compliance with the terms and

conditions of this MOU. However, CAO is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of transition activities performed by ETD pursuant to the terms of this MOU.

10. DISPUTE RESOLUTION:

If a dispute arises involving the interpretation, implementation or enforcement of this MOU, the parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

11. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this MOU, ETD may receive confidential information. ETD shall comply with all laws regarding public records and confidentiality, including but not limited to the California Public Records Act, the California Welfare and Institutions Code section 10852, California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information, and any other relevant state and federal law. To the extent permissible under the law, the Parties shall not disclose confidential information of a Participant to third parties without the Participant's written permission and shall only disclose such information to persons having responsibility under the MOU to the extent the disclosure is necessary to the performance of the MOU.

B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of any and all applicable local, state and federal laws, regulations, policies or procedures.

12. COMPLIANCE WITH APPLICABLE LAWS:

The Parties agree to comply with all local, state and federal laws and regulations applicable to the transition activities covered by this MOU, including, but not limited to WIOA. Each party further agrees to comply with all applicable local, state and federal licensure and certification requirements.

13. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

14. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

15. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

16. ASSIGNMENT:

ETD shall not delegate its duties or assign its rights hereunder, either in whole or in part, without CAO's prior written consent. Any assignment by ETD in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by ETD to obtain supplies, technical support or professional services.

17. BINDING EFFECT:

All provisions of this MOU shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

18. NO WAIVER OF DEFAULT:

A. General Waivers. The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

B. Payment. In no event shall any payment by CAO constitute a waiver of any breach of this MOU or any default which may then exist on the part of ETD. Nor shall such payment impair or prejudice any remedy available to CAO with respect to the breach or default. CAO shall have the right to demand repayment of, and ETD shall promptly refund, any funds disbursed to ETD, which in the judgment of CAO were not expended in accordance with the terms of this MOU.

19. AMENDMENT:

No additions to, or alterations of, this MOU shall be valid unless made in writing and signed by an authorized representative of each party hereto.

20. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in paragraphs 1 through 35 of this MOU, paragraphs 1 through 35 of this MOU shall have priority.

21. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

22. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this MOU are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

23. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

24. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter.

25. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have executed this MOU by their duly authorized representatives as of the day and year first above written.

**HUMBOLDT COUNTY ADMINISTRATIVE OFFICE**

By: \_\_\_\_\_  
Cheryl Dillingham  
Interim County Administrative Officer

Date: \_\_\_\_\_

**HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**

By: \_\_\_\_\_  
Connie Beck  
Director  
Department of Health and Human Services

Date: \_\_\_\_\_

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

**EXHIBIT A**  
**SCOPE OF SERVICES**  
Employment Training Division  
April 1, 2016 through June 30, 2016

1. SERVICES:

ETD will use Workforce Innovation and Opportunity Act (WIOA) funds to provide the following transition activities:

- A. Coordinate and assist the CAO in the development of a memoranda of understanding among America's Job Center of California (AJCC) Partners to include:
  - 1. Sharing of AJCC data to the State for performance, accountability and evaluation purposes;
  - 2. The services to be provided by the one-stop, including the manner in which the services will be coordinated and delivered through the system;
  - 3. Methods of referral of individuals between the one-stop operators and the one-stop partners for appropriate services and activities;
  - 4. Methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop system.
- B. Participate in strategic planning efforts, including convening relevant program and stakeholder discussion and meetings.
- C. Act as lead coordinator with AJCC operators and partners during transition period.
- D. Plan and modify AJCC reception, lobby, work stations and signage to enhance client services and as relates co-location with Wagner-Peyser and new partners.
- E. Update to AJCC website to reflect WIOA related program changes.
- F. Update AJCC outreach materials to reflect WIOA related program changes.
- G. Ensure all published information, outreach materials and signage updates include new required branding of "America's Job Center of California."
- H. Update and/or develop new policies and procedures to reflect WIOA & AJCC program changes.
- I. Create a desk reference for all AJCC staff and programs to assist with AJCC operation and coordination across partners.
- J. Train staff to the new WIOA requirements, program changes, referral process and use of the AJCC desk reference.
- K. Comply with all sections of the WIOA, directives released by the EDD and the United States Department of Labor (DOL), as well as any and all policies, procedures and communications from the CAO that guide the operation of local WIOA programs.
- L. Maintain all necessary program and fiscal records related to transitional activities and funds.
- M. Cooperate with Director and CAO staff in the planning, operation and monitoring of the program.

2. SCHEDULE:

All work and expenses must be completed by June 30, 2016.

3. CAO RESPONSIBILITIES:

During the course of this Agreement, CAO will:

- A. Act as fiscal agent for all WIOA Transition Funds.
- B. Timely provide ETD with any and all updated State or Federal guidelines.
- C. Provide ETD with the appropriate reporting forms, collect data, and file required reports with the State of California.
- D. Monitor ETD for compliance with this Agreement and with local, state, and federal requirements annually.

**EXHIBIT B**  
**SCHEDULE OF RATES**  
Employment Training Division  
April 1, 2016 through June 30, 2016

1. COMPENSATION:

The maximum amount payable by CAO under this Agreement is Forty Thousand, Two Hundred and Fifty Four Dollars (\$40,254.00). ETD agrees to perform all transition activities required by this Agreement for an amount not to exceed such maximum dollar amount, unless amended by the parties to allow for the performance of additional transition activities.

2. INVOICES:

ETD will submit an itemized invoice to CAO, using the invoice form, attached hereto as Attachment I, and incorporated as part of this Agreement. ETD will submit invoices to CAO each month during the term of this Agreement. Invoices are due within 15 days of the end of each month in which transition activities were performed.

3. PAYMENT:

Payment will be made by the CAO to the ETD within 30 days of receipt of invoice.



Social Services  
 Stephanie Weldon, MSW, Director  
 929 Koster Street, Eureka, CA 95501  
 phone: (707) 476-4700 | fax: (707) 441-2096

(Date)

Debbie Damiano  
 Humboldt Economic Development Division  
 520 E Street  
 Eureka, CA 95501

Dear Ms. Damiano:

The following is a signed invoice of the (Month) 2016 expenditure reports I emailed (Date):

Bill for Workforce Investment Grant Programs for (Month) 2016

<b>Formula Funds:</b>		<b>Grant Number</b>	<b>Amount</b>
201/202	WIOA Adult	K698361	\$ 0
501/502	WIOA Dislocated Worker	K698361	0
<b>Other Funds:</b>			
1024	Additional Assistance	K594760	0
540/541	WIOA <i>Transition</i> Funds - RR	K698361	0
292/293	WIOA <i>Transition</i> Funds - LA	K698361	0
540/541	WIOA Rapid Response	K698361	0
292/293	WIOA Youth	K698361	0
301	WIOA Youth Technical Assist.	K698361	0
<b>TOTAL</b>			<b><u>\$ 0</u></b>

*"I certify to the best of my knowledge that this report is true in all respects, that the reported activities and amounts agree with the official accounting records, and that all disbursements have been made for the purposes and conditions of the grant."*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Connie Lorenzo, Employment Training Manager

Please transfer the reimbursement into the appropriate departments at your earliest convenience. Thank you for your cooperation.

Sincerely,

LaNae Henderson  
 Employment Training Division, Fiscal  
 930 Sixth Street, Second Floor  
 Eureka, CA 95501



DHHS Administration  
 phone: (707) 441-5400  
 fax: (707) 441-5412

Mental Health  
 phone: (707) 268-2990  
 fax: (707) 476-4049

Public Health  
 phone: (707) 445-6200  
 fax: (707) 445-6097

ATTACHMENT B

Budget Adjustment for unit 582

