

Memorandum of Understanding

For

Between

City of Anaheim

and

Anaheim Workforce Development Board

and ~~the~~

County of Orange Social Services Agency

MEMORANDUM OF UNDERSTANDING

1)1. LEGAL AUTHORITY

The Workforce Innovation and Opportunity Act (“WIOA”) sec. 121(c)(1) requires that each Local Workforce Development Area develop and enter into a Memorandum of Understanding (“MOU”) with each America’s Job Center of California (“AJCC”) Partner, consistent with WIOA Sec. 121(c)(2). This requirement is further described in the WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the AJCC System Joint Provisions: Final Rule at 20 ~~CFR~~*Code of Federal Regulations (CFR)* 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

~~Additionally, the sharing and allocation of infrastructure costs among AJCC Partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.~~

2)2. PARTIES

The ~~parties~~*Parties* to this MOU are the City of Anaheim, a municipal corporation and charter city (“City”), the Anaheim Workforce Development Board (“AWDB”), and the County of Orange Social Services Agency (“SSA~~2~~”), (referred collectively as “the Parties”). SSA will be a *non*-collocated one-stop AJCC Partner ~~located at Anaheim Workforce Connection, 290 South Anaheim Blvd., Suite 100, Anaheim, CA 92805.~~

3)3. PURPOSE

The purpose of the MOU is, consistent with the provisions of WIOA sec. 121(c)(1), to establish a cooperative working relationship between the AWDB and SSA, the *non*-collocated AJCC Partner, and to define their respective roles and responsibilities concerning the operation of the AJCC as it relates to shared services and customers. It serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services. ~~It also serves to establish a framework to support the established service delivery through the sharing of resources and costs.~~ *It is expressly understood that this MOU does not constitute a binding financial commitment, but rather an intent to commit specific resources in the future as the Parties’ allocations and budgets are known and the America’s Job Center of California system evolves.*

4)4. DURATION

This MOU shall become effective July 1, ~~2019 and terminate 2023, through June 30, 2022.~~ *This MOU-2025, and* shall supersede ~~and cancel the existing Phase I MOU between SSA, the City, and AWDB, executed August 9, 2016, and Phase II MOU between SSA and AWDB, executed October 17, 2017 all previous MOUs.~~

This MOU will be reviewed not less than once every ~~three~~ *(3two (2))* years to ensure appropriate funding and delivery of services and to identify any substantial changes that require modification

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of this MOU. ~~This~~ MOU will remain in effect until the termination date, unless one of the conditions in section ~~30~~27 occurs.

~~5~~5. MODIFICATIONS AND REVISIONS

This MOU and ~~its~~ Attachments 1, ~~2, 3,~~ and 42, which are *attached hereto and* incorporated by reference, constitute the entire agreement between the Parties. ~~No, and no~~ oral understanding not incorporated herein shall be binding on any of the Parties ~~hereto~~. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the Parties, by the issuance of a written amendment, signed and dated by the Parties, which may require approval by the governing body of each Party. Assignment of responsibilities under this MOU by any of the Parties shall require prior written notice and preapproval of all Parties. Any assignee shall also commit in writing to the terms of this MOU.

~~6~~6. ANAHEIM WORKFORCE DEVELOPMENT STRATEGIES

~~The~~AWDB's vision rests on integrating current and future resources through its AJCC Partners to ~~provide new opportunities for the workforce system and California Work Opportunity and Responsibility to Kids (CalWORKs) programs to collaborate in meeting the needs of low income individuals. Integration means making certain that all elements of the~~*ensure a cohesive* workforce support system ~~work~~*operating* together to create inviting and seamless services wherever a client enters the system. The AWDB's vision is sensitive to the needs of its unique demographics. The AWDB's overall strategies include:

- a) Identifying regional industry clusters (e.g., manufacturing cluster, medical cluster, etc.) to create new jobs in which Anaheim's workforce can participate;
- b) Expanding small business development support as a creator of new jobs and method for growing the local tax base;
- c) Educating Anaheim's current and future workforce through classroom pre-training and training activities, plus on-the-job training and workforce skill enhancement activities;
- d) Offering career pathway programs for both unemployed and employed adults and youth;
- e) Increasing access to jobs for disconnected and underserved populations, especially youth;
- f) Organizing, integrating and supporting social and other services through the AWDB's network of partnerships, volunteer organizations, and established institutional resources; and,
- g) Assuring funding from all public, private, and other sources in support of its programs.

~~7~~7. ONE-STOP SYSTEM & SERVICES

A. LOCATION

The AJCC is currently located in Anaheim as follows:

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Anaheim Workforce Connection
 201 S. Anaheim Blvd., Suite #203
 Anaheim, CA 92805
 (714) 765-4350

Open to the Public: Monday – Friday 8:00 am – 5:00 pm

The AJCC is currently located at the Anaheim Workforce Connection (“AWC”) as described in the ~~AJCC Partners Location and Map, attached herein as Attachment 1 and incorporated herein by reference.~~ ^{above}. The AWC shall provide and/or coordinate WIOA services to individuals, providing them with the necessary skills to participate in building a world-class workforce in Anaheim. ~~The AWC~~ ^{AJCC} offers the community a variety of informational, employment and training services based on individual needs. Those needs are met by the combined efforts of the ~~AJCC~~ ^{AWC} Partners as described by the Anaheim AJCC Partner Services, included herein as Attachment ~~2~~ ¹ and incorporated ^{herein} by reference.

B. SERVICES PROVIDED AT ~~THE~~ ANAHEIM WORKFORCE CONNECTION

Services and referrals provided at the AWC by AJCC Partners may include, but are not limited to, the following:

1. Basic Career Services:

- a. Eligibility determination;
- b. Outreach, intake, and orientation to information and services;
- c. Initial assessment of skill levels, including: literacy, numeracy, and English proficiency; and, aptitudes, abilities, and support service needs;
- d. Labor exchange services, including:
 - i. Job vacancy listings in labor market areas;
 - ii. Information on job skills needed to obtain the vacant jobs; and,
 - iii. Information relating to in-demand occupations, including earnings and opportunities for advancement;
- e. Provision of performance and program cost information on the Eligible Training Provider List eligible programs by program and type of provider;
- f. Provision of information in acceptable formats and languages that identify actual performance against performance accountability measures;
- g. Provision of information related to support services;
- h. Provision of information and assistance in filing Unemployment Insurance claims; and
- i. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not funded through WIOA.

2. Individualized Career Services:

- a. Comprehensive and specialized assessment of skill levels and service needs including: Diagnostic testing; and, other assessment tools;
- b. In-depth interview and evaluation to determine barriers and goals;

- c. Development of Individual Employment Plan to identify goals, objectives, and services;
- d. Group counseling;
- e. Individual counseling;
- f. Career planning;
- g. Short-term pre-vocational services, including: development of learning skills; communication skills; and, other soft skills to prepare individuals for employment or training;
- h. Workforce preparation activities, including: basic academic; and, obtaining other skills necessary for successful transition into postsecondary education, training or employment;
- i. Financial literacy services; and,
- j. Out-of-area job search assistance and relocation assistance.

3. Training Services:

- a. Occupational skills training;
- b. On-the-Job training;
- c. Incumbent worker training;
- d. Programs that combine workplace training with related instruction, which may include cooperative education programs;
- e. Training programs operated by the private sector;
- f. Skill upgrading and retraining;
- g. Entrepreneurial training programs;
- h. Transitional jobs;
- i. Job readiness training provided in combination with any of the aforementioned training Services;
- j. Adult education and literacy activities, including: activities of English language acquisition; and, integrated education and training programs provided concurrently or in combination with any of the aforementioned training services;
- k. Customized training;
- l. Internships and work experiences that are linked to careers; and,
- m. English language acquisition and integrated education and training program.

4. Employer Services:

- a. Recruitment and other business services on behalf of employers.

~~Specific services and referrals which are provided by SSA as an AJCC partner are described herein in section 8 and section 9 below.~~

C. SYSTEM STRUCTURE

1. AJCC ONE-STOP OPERATOR PROCUREMENT

~~The AWDB selected~~ *will select* the ~~one-stop operator~~ *AJCC Operator* through a competitive process ~~in accordance with the Uniform Guidance Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2~~ *at least once every four years (WIOA Section 121 [d][2][A]). As part of the competitive process,*
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AWDB is required to clearly articulate the expected role(s) and responsibilities of the AJCC Operator to conform with Title 20 CFR part 200 (Uniform Guidance), including the Office of Management and Budget's (OMB) approved exceptions for the U.S. Department of Labor at) and 2 CFR part 290, WIOA and its implementing regulations, and Local procurement laws and regulations. All documentation for the competitive one-stop operator procurement is available for public inspection. The State requires that the one-stop operator is re-competed at least every three (3) years and no later than every four (4) years. 2900 (Uniform Administrative Requirements) Title 20 CFR Section 678.620[a].

Functional details are outlined in the Roles and Responsibilities of Parties section: *herein*.

2. ROLES AND RESPONSIBILITIES OF PARTIES

a. Provision of Applicable Career Services and Participation in Planning and Development:

The Parties to this MOU will work closely together to ensure that the AJCC is a high-performing work place with staff that ensure quality of service. ~~SSA as an AJCC Partner~~ agrees to the responsibilities required of all Partners under WIOA Section 121(b). ~~In addition, SSA as an AJCC Partner~~ *Partners* will participate in joint planning, plan development, and modification of activities to accomplish the following:

- ~~a.i.~~ Continuous partnership building;
- ~~b.ii.~~ Continuous planning in response to state and federal requirements; and,
- ~~c.iii.~~ Responsiveness to local and economic conditions, including employer needs.

Parties agree to the co-enrollment of mutual customers in case management to better leverage the resources available for the benefit of the participant and enhance successful outcomes and participate in the operation of the one-stop system consistent with the terms of the MOU and requirements of authorized laws. The Parties agree to inform each other immediately when a customer violates an established policy that would require them to be banned from the center or behavior that requires police intervention.

Parties agree to collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in this MOU.

Parties agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all the Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers.

Parties agree that all equipment and furniture purchased by any Party for purposes described herein shall remain the property of the purchaser after the termination of this MOU.

b. ~~b.~~ Parties shall comply with:

- i. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016);

- ii. Title VI and VII of the Civil Rights Act of 1964 (Public Law 88-352), as amended;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended;
- iv. The Americans with Disabilities Act of 1990, as amended;
- v. The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor;
- vi. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188;
- vii. The Non-traditional Employment for Women Act of 1991;
- viii. The Age Discrimination Act of 1967, as amended;
- ix. The Age Discrimination Act of 1975, as amended;
- x. Title IX of the Education Amendments of 1972, as amended;
- xi. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99);
- ~~xii. Title IX of the Education Amendments of 1972, as amended;~~
- ~~xiii.~~*xii.* Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38);
- ~~xiv.~~*xiii.* The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603); and,
- ~~xv.~~*xiv.* All amendments to each, and all requirements imposed by the regulations issued pursuant to these acts.

~~The Parties agree to inform each other immediately when a customer violates an established policy that would require them to be banned from the center or activity that requires policy intervention.~~

8. ~~SSA RESPONSIBILITIES AS COLLOCATED~~*OF* AJCC PARTNER

SSA commits to ~~collocation of staff, as appropriate, and to providing other~~*provide* professional learning opportunities that promote continuous quality improvement. -SSA will further promote system integration to the maximum extent feasible through:

- a. Effective communication, information sharing *as authorized by law*, and collaboration with the AJCC operator;
- b. Joint planning, policy development, and system design processes;
- c. Commitment to the joint mission, vision, goals, strategies, and performance measures;
- d. The design and use of common intake, assessment, referral, and case management processes;
- e. ~~The~~ *As authorized by law, the* use of common and/or linked data management systems and data sharing methods, as appropriate;
- f. Leveraging of resources, including other public agency and non-profit organization services;
- g. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
- h. Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

~~SSA shall provide applicable career services to clients as set forth in the Anaheim AJCC Partner Services.~~

9. REFERRALS

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, SSA will ensure and agree to:

- a. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the AJCC network;
- b. Develop materials summarizing their program requirements and making them available for Partners and customers;
- c. Develop and utilize common intake, eligibility determination, assessment, and registration forms, as appropriate;
- d. Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under Partner programs;
- e. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;

- f. Commit to robust and ongoing communication required for an effective referral process;
- g. Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level;
- h. Ensure that intake and referral processes are customer-centered with the intent to provide high quality customer service;
- i. Ensure that general information regarding AJCC programs, services, activities, and resources shall be made available to all customers as appropriate;
- j. Ensure that referrals will be made via email or other electronic means;
- k. Ensure that referrals will include a direct link or access to other ~~AJCC Partner~~SSA staff that can provide meaningful information or service, through ~~the use of collocation, or~~ real-time technology (two-way communication and interaction with ~~AJCC Partners~~SSA that results in services needed by the customer); and,
- l. Ensure that the referral process will include specific staff name, the activity required, desired outcome and a method for communicating back to the referring agency that the service need was addressed.

10. SUPERVISION/DAY TO DAY OPERATIONS

~~a. Day to Day Supervision~~

~~The day to day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). SSA will continue to set the priorities of its staff assigned to the AJCC. Any change in work assignments or any concerns involving the responsibilities of the Parties which occur at the worksite will be handled by the site supervisor(s) and SSA management.~~

~~b. ii. Anaheim Workforce Connection Hours of Operation~~

~~The Anaheim Workforce Connection is open for business: Monday through Friday from 8:00 am until 5:00 pm.~~

~~c. SSA Staff Office Hours~~

~~The office hours for SSA staff at the AJCC will be established by SSA. All SSA staff will comply with the County of Orange holiday schedule and will provide a copy of their holiday schedule to the AWDB and Anaheim Workforce Connection at the beginning of each fiscal year.~~

~~d. Building Accessibility~~

~~All Partner staff assigned to the Anaheim Workforce Connection will be issued an access card to Suite #102 and a parking lot pass that allows them to enter and exit the parking lot. It is all~~

~~individual staff's responsibility to keep them secure. Should they damage or lose them they can be replaced by the AWDB at the expense of the individual agency staff.~~

~~e. *Benefits*~~

~~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 responsible and hold 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.~~

11.10. AJCC OPERATING BUDGET

The purpose of this section is to establish ~~a financial plan, including terms~~ *funds* and ~~conditions, to fund the services and operating costs of~~ *that contribute to* the local AJCC. ~~The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:~~

- ~~a. Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area;~~
- ~~b. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);~~
- ~~c. Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs;~~
- ~~d. Ensures that costs are appropriately shared by AJCC Partners by determining contributions based on the proportionate use of the AJCC centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance; and~~
- ~~e. All Parties will meet and confer regarding replacement, acquisition, cleaning and maintenance of furnishings.~~

The Parties consider this AJCC operating budget ~~the master budget that is~~ necessary to maintain the AWDB's high-standard AJCC. It includes the following cost categories, as required by WIOA and its implementing regulations:

- ~~a. Infrastructure costs (also separately outlined below in the Infrastructure Funding Agreement);~~
- a. System costs;*
- b. Career services; and
- c. Shared services.

~~All costs must be included in the MOU, allocated according to the AJCC Partner's proportionate use and relative benefits received, reconciled every six (6) months against actual costs incurred, and adjusted accordingly. The AJCC operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.~~

12. COST ALLOCATION METHODOLOGY

~~11. Cost allocation is the process of assigning to two (2) or more programs the costs of an item shared by~~ **AJCC DELIVERY SYSTEM COSTS**

It is expressly understood that this MOU does not constitute a binding financial commitment, but rather an intent to commit specific resources in the future as the Parties' allocations and budgets are known and the AJCC system evolves. For those partners that will require a cost sharing agreement, cost will be based on proportionate use and agreed upon methodology as applicable. AJCC partners with shared costs will be reviewed yearly and may be modified as needed by any partner as long as it is identified as a revision, and it is signed and dated by the applicable Parties.

*AJCC Partners understand that while only collocated AJCC Partners share infrastructure costs, at this time, all **non-collocated** AJCC Partners must share in other System costs through non-cash (in-kind) contributions as set forth herein.*

*The AJCC Partner shall provide applicable career services to clients as set forth in the **programs: Anaheim AJCC Partner Services**. The ~~goal is to ensure that each program bears its fair share, and only its fair share, of the total cost of the item. A cost allocation plan~~ **agreed upon Applicable Career Services** is a written account of the methods used to allocate costs to the programs occupying the AJCCs.*

~~The requirement to allocate the costs of shared resources can be met by using logical and rational methods to ensure that each program is paying only its fair share of the cost of an item used in common, and that no program is subsidizing another. Generally, the methods used to allocate a shared cost should be the simplest, most straightforward way of allocating this type of cost fairly. Complex, highly detailed methods should be avoided when a simple one will achieve the objective. Methods, rules or formulas that use percentages or fractions of cost items are acceptable. Accordingly, shared costs will be based upon the square footage occupied in each AJCC. The Local Boards and Partners have chosen to submit a separate budget for each comprehensive AJCC for developing the infrastructure cost budget.~~

13. INFRASTRUCTURE FUNDING AGREEMENT

~~The Infrastructure Funding Agreement ("IFA") contains the infrastructure costs budget that is an integral component of the overall AJCC operating budget. The IFA is a mandatory component of the local MOU, described **set forth** in WIOA sec. 121(c) and 20 CFR 678.500 and 678.755. The IFA contains the AJCC Comprehensive Infrastructure Cost Budget, included herein as Attachment 3-2 **attached hereto** and incorporated herein by reference, that is an integral component of the overall AJCC operating budget.~~

~~AJCC infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the AJCC, including, but not limited to:~~

- ~~a. Rental of the facilities;~~
- ~~b. Utilities and maintenance;~~
- ~~c. Equipment, including assessment-related products and assistive technology for individuals with disabilities; and~~
- ~~d. Technology to facilitate access to the AJCC, including technology used for the center's planning and outreach activities.~~

~~Changes in the AJCC Partners or an appeal by an AJCC Partner's infrastructure cost contributions will require an amendment of the MOU.~~

14. INFRASTRUCTURE CONTRIBUTIONS

~~The AJCC Partner may provide cash, non-cash (in-kind), and third-party in-kind contributions to cover its share of infrastructure costs. In-kind contributions cannot be used to fund non-infrastructure costs (such as personnel), and must be valued consistent with Uniform Guidance Section 200.306 to ensure such contributions are fairly evaluated and qualify for the AJCC Partner's proportionate share.~~

~~If third-party in-kind contributions are made to support the AJCC as a whole (such as facility space), that contribution will not count toward the AJCC Partner's proportionate share of the infrastructure. Rather, the value of the contribution will be applied to the overall infrastructure budget prior to determining proportionate amounts and thereby reduce the contribution required for all AJCC Partners.~~

a. Cash

~~Cash funds provided to the AWDB, or its designee, by AJCC Partners, either directly or by an interagency transfer, or by a third party.~~

b. Non-Cash

~~Expenditures incurred by AJCC Partners on behalf of the AJCC; and Non-cash contributions or goods or services contributed by a Partner program and used by the AJCC.~~

c. Third-party In-kind

~~Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with AJCC operations, by a non-AJCC Partner to: Support the AJCC in general; or, support the proportionate share of AJCC infrastructure costs of a specific Partner [20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760].~~

~~The Parties hereto agree that SSA shall be collocated at the local AJCC for the purposes set forth herein at no cost, pursuant to currently existing License Agreement attached herein as Attachment 4 and incorporated herein by reference.~~

15.12. DATA SHARING

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Parties agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Parties further agree that the collection, use, and disclosure of customers' ~~personally identifiable information~~ *Personally Identifiable Information* (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements, *nor that disclosure of such data is legally authorized under Federal and State privacy laws.*

~~All data~~ *For all data that is legally authorized to be shared*, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- a. Customer PII will be properly secured in accordance with the AWDB's policies and procedures regarding the safeguarding of PII;
- b. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws;
- c. All confidential data contained in Unemployment Insurance wage records must be protected in accordance with the requirements set forth in 20 CFR part 603;
- d. All personal information contained in Vocational Rehabilitation records must be protected in accordance with the requirements set forth in 34 CFR 361.38;
- e. Customer data may be shared with other programs, for those programs' purposes, within the AJCC network only after the informed written consent of the individual has been obtained, where required;
- f. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations; and
- g. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All AJCC and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

~~16.13.~~ CONFIDENTIALITY

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. ~~Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.~~

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that ~~such sharing is permitted by~~ applicable law *permits such sharing*, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. ~~With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.~~

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 *United States Code* (U.S.C.) § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

~~17.14.~~ PRESS RELEASES AND COMMUNICATIONS

All Parties shall be consulted and notified prior to communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU. ~~Participation of each Party in press/media presentations will be determined by each Party's public relations policies.~~

The Parties agree to utilize the AJCC logo developed by the State of California and the AWDB on buildings identified for AJCC usage.

~~18.15.~~ ACCESSIBILITY

Accessibility to the services provided by the AJCCs and all Partner agencies is essential to meeting the requirements and goals of the local AJCC network. ~~Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces,~~

regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

~~19.~~16. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

~~All~~*The* Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

~~20.~~17. GRIEVANCES AND COMPLAINTS PROCEDURE

The Parties agree to establish and maintain a procedure for grievance and complaints as outlined in WIOA. ~~The~~ process for handling grievances and complaints is applicable to customers and *the* Parties. ~~These~~ procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. ~~The~~ Parties 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. All Parties agree to inform each other immediately when a customer violates an established policy that would require them to be banned from the center or involves police authorities.

~~21.~~18. AMERICAN'S WITH DISABILITIES ACT AND AMENDMENTS COMPLIANCE

The Parties agree to ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act ("ADA") and its amendments. ~~Additionally,~~ the Parties will ensure that ~~all~~ policies and procedures established by ~~either Party~~*the Parties* are in compliance with the ADA.

~~22.~~19. HOLD HARMLESS/INDEMNIFICATION/LIABILITY

In accordance with provisions of Section 895.4 of the California Government Code, each signatory hereby agrees to indemnify, defend and hold harmless all other signatories identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any negligent acts or omissions which arise from the performance of the obligations by such indemnifying ~~Party~~*party* pursuant to this MOU. ~~In~~ addition, except for Departments of the State of California, which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all signatories to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any negligent acts or omissions which arise from the performance of the obligations by such indemnifying ~~Party~~*party* pursuant to this MOU. ~~It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.~~

~~23.~~20. SEVERABILITY

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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.

~~24.21.~~ DRUG AND ALCOHOL-FREE WORKPLACE

~~All~~*The* Parties to this MOU certify they 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.

~~25.22.~~ CERTIFICATION REGARDING LOBBYING

~~All~~*The* Parties 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.

~~26.23.~~ DEBARMENT AND SUSPENSION

~~All~~*The* Parties 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.

~~27.24.~~ PRIORITY OF SERVICE

~~All~~*The* Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. ~~Partners will~~ target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

~~28.25.~~ BUY AMERICAN PROVISION

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

~~29.26.~~ SALARY COMPENSATION AND BONUS LIMITATIONS

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, ~~TEGL 17-15~~, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) ~~2017~~2022; Final PY ~~2017~~2022 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY ~~2017~~, ~~Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management~~ 2022, *Public Laws 109-234, sets the limit on salary and bonus compensation for individuals paid by funds appropriated to the DOL ETA at a rate equivalent to no more than* Executive Level II.

~~30.~~27. TERMINATION

This MOU will remain in effect until the end date specified in ~~section 4~~section 4 above, unless:

- a. Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. ~~-Any Party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the Party has knowledge that funds may be unavailable for the continuation of activities under this MOU;~~
- b. WIOA is repealed or superseded by subsequent federal law;
- c. Local area designation is changed under WIOA; ~~and/or,~~
- d. A Party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the AWDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching Party~~(s)~~ *or Parties* shall have the right to terminate this MOU by giving written notice thereof to the Party *or Parties* in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) calendar days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

This MOU is of no force or effect until signed by authorized representatives of the participating Parties, and approved by the Chief Local Elected Official or his/her designee. The MOU, once signed, becomes part of the local WIOA Plan. ~~-Any Party may withdraw from this MOU by giving written notice of intent to withdraw at least thirty (30) calendar days in advance of the effective withdrawal date. If agreed to by all Parties, the timeframes for notice may be reduced or extended. Notice of withdrawal shall be given to the AWDB at the address listed in the signed attachments of this MOU, and to the contact person so listed, considering any information updates received by the Parties, a courtesy notification shall be made to all Parties of this MOU in a timely manner.~~

~~31.~~28. NOTICES

All notices, requests, claims, correspondence, reports, statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:

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City of Anaheim: City of Anaheim
 Workforce Development Division
201 S. Anaheim Blvd., Suite 1001
~~201 S. Anaheim Blvd., Suite 1001~~
 Anaheim, CA 92805—

~~COUNTY:~~ ~~SSA:~~ County of Orange Social Services Agency
 Contracts ~~and Procurement~~ Services
 500 N. State College Blvd, Suite # 100
 Orange, CA -92868

29. INSURANCE

The Parties agree that their current in force insurance or self-insurance coverage programs shall apply to their operations performed under the WIOA and at the AWDB, including commercial general liability, property damage liability, business personal property, workers' compensation and employee dishonesty/crime coverages. The City of Anaheim shall be named as additional insured for such insurance and the coverage shall be primary and non-contributory with regard to the City.

~~32.~~30. AUTHORITY AND SIGNATURES

The individuals signing this MOU and its attachments, which are incorporated herein by reference, have the authority to commit the Party they represent to the terms of this MOU, and do so commit by signing.

ATTACHMENTS:

Attachment 1: ~~AJCC Partner Location and Map~~

~~Attachment 2:~~ Anaheim AJCC Partner Services

Attachment 3: ~~Infrastructure Funding Agreement~~ **2:** *Applicable Career Services-OC SSA*

~~Attachment 4: License Agreement with Anaheim Workforce Development Board~~

~~WHEREFORE, the Parties hereto have executed this Agreement in the County of Orange, California.~~

~~*****~~

THIS MEMORANDUM OF UNDERSTANDING is hereby signed and agreed to on _____, 20__.

“City²”

~~City of Anaheim~~ CITY OF ANAHEIM, a municipal corporation and charter city

By: _____ Date: _____

~~Harry Sidhu~~ By: _____

Date: _____

Ashleigh E. Aitken, Mayor

By: _____ Date: _____

~~Chris Zapata, City Manager~~

Grace Ruiz-Stepter,
Director of Housing and Community Development

APPROVED AS TO FORM:

ATTEST: _____

OFFICE OF THE CITY ATTORNEY
CLERK

THERESA BASS, ~~ACTING~~-CITY

By: _____ By: _____

~~Leonie Mulvihill~~

By: _____

By: _____

Ryan O. Hodge
Deputy City Attorney IV

Theresa Bass

Anaheim Workforce Development Board

By: _____ Date: _____

By: _____ Date: _____

Chair

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WHEREFORE, the ~~Parties~~*parties* hereto have executed this Agreement in the County of Orange, California.

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____

_____ **Dated:** _____

~~CHAIRWOMAN~~ *CHAIRMAN*
—OF THE BOARD OF SUPERVISORS
— COUNTY OF ORANGE, CALIFORNIA—

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:

~~By:~~ _____ **Dated:** _____
—ROBIN STIELER—

ROBIN STIELER
Clerk of the Board
County of Orange, California

*APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA*

By:
~~Approved as to Form
County Counsel
County of Orange, California~~

By: _____ Dated: _____
~~Carolyn Frost, Deputy County
Counsel~~
DEPUTY

Dated: _____