



**Napa-Lake Workforce Investment Board  
Napa County Standing Committee  
Meeting Agenda**

Thursday, August 15, 2013 ♦ 1:30 p.m. ♦ @ WIB Admin Office

**650 Imperial Way, Suite 103  
Napa, CA 94559**

Item	Time	Discussion
A.	1:30	<b>CALL TO ORDER</b>
B.	1:35	<b>Public Comment</b>
C.	1:40	<b>Consent Calendar</b> These matters typically include routine financial or administrative actions. Any item on the CONSENT CALENDAR will be discussed separately at the request of any person. CONSENT CALENDAR items are usually approved with a single motion 1. Minutes (Attachment)
D.	1:50	<b>Receive Quarterly Program Report – June 2013 (Attachment)</b> Members will review and discuss most recent One Stop Program report
E.	2:05	<b>Napa County – “Where the Jobs Are”</b> WIB staff will provide an updated presentation on Napa County’s labor market.
F.	2:35	<b>State Monitoring Findings regarding Napa</b> Staff will provide an overview of State findings on Napa One-Stop program.
G.	2:45	<b>One Stop Partners MOU (Attachment)</b> Staff will present the updated One Stop Partners MOU for 2013-2018.
H.	3:15	<b>Member/Director Report Out</b> Members of the committee/staff will report important follow-up and/or time sensitive information on which no action is necessary. <ul style="list-style-type: none"><li>• Form 700</li><li>• AB 1234</li><li>• Summary of August NLWIB Meeting</li><li>• Other</li></ul>
I.	3:30	<b>Adjourn</b>



**Napa-Lake Workforce Investment Board  
Napa County Standing Committee  
Meeting Minutes**

Thursday, April 18, 2013 ♦ 1:30 p.m. ♦ @ WorkforceNapa

**650 Imperial Way, Suite 103  
Napa, CA 94559**

**Attendance:** Greg Armstrong, Michael Haley, Paul Hicks, Drene Johnson, Brenda Knight, Ronald Kraft, Jennifer La Liberte, Chris Messina, Maritza Monge-Reynoso, Anil Patel, Jaime Peñaherrera and Brett Risley

**Guests:** Catalina Chavez-Taipia

**Staff:** Bruce Wilson, Julia Smith, Jim Cassio, Cristy Borquez and Carol Haynes

A. **CALL TO ORDER** – The meeting was called to order at 1:33.

B. **Public Comment** – none

C. **Consent Calendar**

These matters typically include routine financial or administrative actions. Any item on the CONSENT CALENDAR will be discussed separately at the request of any person. CONSENT CALENDAR items are usually approved with a single motion

1. Minutes (Attachment)

**MOTION:** Risley made a motion to approve the minutes. Second by Hicks.

**VOTE:** Passed unanimously.

D. **Receive Quarterly Fiscal Report (Attachment)**

Carol Haynes announced that we did meet our \$50,000 obligation for Project React. She discussed the content of the Fiscal Report. Bruce pointed out that is report is only as of December.

**MOTION:** Jennifer La Liberte made a motion to accept the Fiscal Report. Second by Hicks.

**VOTE:** Passed unanimously.

E. **Receive Program Report (Presentation)**

Bruce introduced Cristy Borquez as the new WIA supervisor. He stated that we try to match the fiscal and program reports and suggested that we change the timing of this meeting to give fiscal staff time to prepare the Fiscal Report to match the program data. We discussed moving the meeting to sometime in August to accommodate fiscal staff.

Julia Smith discussed the content of the program report. She noted the new description of the type of services she added to help board members better understand what the service actually is.

Bruce screened the new WorkforceNapa orientation video that is on U-tube, the WorkForceNapa and NLWIB websites.

F. **25% Dislocated Worker Grant**

We have received this grant for \$700,000 for dislocated workers to serve 75 people in both Napa and Lake. We have a broad plan and a broad category of businesses that qualify these services. Any employee of a restaurant or winery that has laid off staff can be served by this funding.

G. **2013 Strategic Annual Workforce Plan (Attachment)**

At the last full board meeting we established an ad hoc committee to oversee the strategic planning process. They've been very busy the last couple of months working on this update. Bruce introduced Jim Cassio, who has done a lot of labor market information in the past. He is working on the statement of need and the editorial parts of the plan. He gave a brief overview and then discussed the different aspects and three draft sections of the plan. Jim asked if the major employer list really reflects what is going on in Napa County. Bruce asked the committee members to read through the document if they haven't already and email him with any feedback. We will see this again at the full WIB meeting in May.

H. **Member/Director Report Out**

- Form 700 – Bruce reminded the group to get this in as soon as possible.
- AB 1234 – Bruce said that members are required to take this ethics course. He urged everyone to follow the directions on the email sent and attend the training.

I. **Adjourn**



## Napa Workforce Investment Act Programs Dash Board April 1, 2013 to June 31, 2013



The Workforce Investment Board (WIB) is appointed by the Board of Supervisors to oversee Napa County's workforce development activities in response to the workforce needs of Napa County. The WIB designs and oversees programs and services for businesses, adults, youth and laid-off workers in accordance with a five-year strategic plan

### WORKFORCE INVESTMENT ACT TRAINING & EMPLOYMENT PROGRAM

The purpose of the Workforce Investment Act programs is to promote an increase in employment, job retention, earnings and occupational skills improvement. This, in turn, improves the quality of the workforce, reduces welfare dependency, and improves the productivity and competitiveness of our Community.

#### PROGRAM SERVICES

**CAREER CENTER SELF SERVICE:** Self-directed services - Labor Market Information, initial assessment of skill level, job search and placement assistance.

**EMPLOYMENT SERVICES:** Staff assisted - job development, job referrals, job search & placement, workshops, and eligibility determination for intensive services for those **enrolled** in the WIA program.

**INTENSIVE SERVICES:** Comprehensive & specialized assessments of skill levels & service needs, development of an employment plan, & short-term pre-vocational services. Eligibility determination for training services for those enrolled in the WIA Program

**TRAINING SERVICES:** Training services include occupational skills training, entrepreneurial training, job readiness training, Adult education and literacy, On-the-Job training, customized training and skills upgrade and retraining.

#### WORKFORCE INVESTMENT ACT PROGRAM ENROLLMENTS & EXITS

ENROLLMENTS	Adult Clients			Laid Off Workers			EXITS	Adult Clients			Laid-Off Workers		
	Planned	Current	YTD	Planned	Current	YTD		Planned	Current	YTD	Planned	Current	YTD
Career Center Self-Services	900	121	899	400	37	212	Hired	40	6	30	56	17	27
Staff Assisted Services	70	24	85	132	33	108	Training	21	1	8	33	1	5
Intensive Services	70	25	65	120	27	74	Remained w/Employer				-	2	2
Training Services	30	19	45	45	18	43	Exited for other reasons	5	2	6	10	8	9

#### YOUTH SERVICES PERFORMANCE

	Planned	YTD		Planned	YTD		Planned	YTD
Entered Employment	8	14	Literacy/Numeracy Gain	4	10	Obtained High School Diploma	6	6
Entered Post Secondary Education	4	4				Exited for Other Reasons	4	3

**WORKFORCENAPA BUSINESS & CAREER CENTER**

**SUBSIDIZED EMPLOYMENT**

On-the-Job Training	1
Work Experience	0
Community Service	5
Customized Training	0

**ONSITE HIRING EVENTS**

Hiring Events	12
Job Seekers Interviewed	105
Job Seekers Hired	68

**BUSINESS SERVICES**

Employer Contacts	43
Employers Registered in VOS to date	118
VOS Job Orders	25
Rapid Response Events	10 events - 80 workers

**CAREER DEVELOPMENT WORKSHOPS**

Workforce Investment Act Orientation	16	Attended: 26	WorkforceNapa Career Center Video	868 Hits-YTD
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Workshop Title	Sessions	Attended	Workshop Title	Sessions	Attended	Workshop Title	Sessions	Attended
Napa Killer Resumés	8	29	AmCyn Killer Resumés	1	1	Ace That Interview	5	15
Napa Job Club	9	39	AmCyn Job Club	7	16	Effective Application	2	5
			Extreme Job Search	2	8			

**Job Seeker Success Stories:**

- This job seeker benefited from “WorkforceNapa’s great programs, including mock interviews and how to do a resumé”. She states that the “Staff of WorkforceNapa are top flight. They are positive, helpful and knowledgeable.” She started a job as an Administrative Assistant.
- Hired as a full-time Home Health Aide, this job seeker received assistance with her resumé, job search and support services. She was unemployed for over a year. She says, “I am very grateful for the support and coaching given to me to be able to feel confident on interviews. I was able to learn to navigate your website from home and do my job search”
- This gentleman had many barriers to employment; lack of commercial driving experience, age and language barriers. He received assistance with his resumé and job search. He says, “I am very happy to have found someone who gave me the opportunity to prove myself. Could not have done it without your help. First by being accepted in the training program, and then finding an employer. I am very grateful”.

**Memorandum of Understanding  
Between The  
Napa County Workforce Investment Board  
And The  
WorkforceNapa Partners**

**I. PARTIES TO THIS MOU**

The Napa County Workforce Investment Board, appointed by the Napa County Board of Supervisors, enters into this Memorandum of Understanding with the following One-Stop Partners:

- ◆ California Department of Rehabilitation
- ◆ California Employment Development Department
- ◆ California Human Development Corporation
- ◆ Community Action of the Napa County
- ◆ Experience Works, Senior Workforce Solutions
- ◆ Goodwill Industries of the Redwood Empire, Inc.
- ◆ Napa Valley Unified School District/Napa County Adult Education
- ◆ Napa Valley College
- ◆ Napa County Support Services
- ◆ Napa County Health and Human Services: CalWORKs and Training and Employment Divisions
- ◆ Napa County Office of Education/Regional Occupation Program
- ◆ Napa County Library
- ◆ On-the-Move – Voices
- ◆ Napa County Housing Authority
- ◆ SparkPoint – American Canyon Center

**II. ROLE OF THE WORKFORCE INVESTMENT BOARD**

The Napa County Workforce Investment Board (WIB) is designated by the Napa County Board of Supervisors to provide oversight of the local One-Stop System and the One-Stop Operator, and to oversee the distribution of grant funds provided by the Workforce Investment Act. The WIB shall annually certify the activities and services provided by the WorkforceNapa.

Napa County Memorandum of Understanding  
Workforce Investment Board – WorkforceNapa Partners

**A. PARTNERSHIP PARTICIPATION GOALS AND PURPOSE**

The goal of the Napa County One-Stop System, known as WorkforceNapa, is to provide a variety of services to job seekers and employers. Partner agencies shall offer services in a simplified and coordinated delivery system that maximizes customer opportunity, participation and satisfaction. The purpose of the WorkforceNapa partnership is to operate as a single employment based service delivery system under the Workforce Investment Act (WIA) of 1998. In entering into this agreement, the parties commit to maintain the basic provisions of WIA and to enact the following basic guiding principles.

1. Integrated Services offering employers, job seekers and those wishing to enhance their skills with as many employment, training and education services as possible.
2. Workforce Investment Area sites that shall be accessible and meet the Americans with Disabilities Act.
3. Comprehensive Information Services providing a large array of information with easy access to services.
  - a. These services shall reinforce to the community that agencies at many levels are working together to provide comprehensive effective services.
  - b. Customers shall be reassured that they are being brought into a larger set of services as opposed to being asked to change from their usual service provider to a different one.
4. Customer Focused Services supporting informed choice and providing customer feedback mechanisms.
5. Performance Based Services with identification of agreed upon outcomes and methods for measuring them.

**B. SERVICES OF THE ONE-STOP PARTNERSHIP**

1. The Partners agree, and shall provide, as applicable to each partner's funding and regulations, the following services:
  - a. Core Services: WIA Title I – Subtitle B (Regulations 662.240) eligibility determination; outreach, intake and orientation; initial assessment; job search; placement assistance; career counseling; job listings; skills required; occupational demand; eligible training provider information; program performance outcomes; supportive services; and financial aid; and follow-up services.

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- b. Access to education and training services which may include, but not be limited to: vocational training/certificate programs; occupational skills training; on-the-job training; private sector training programs; skill upgrading, re-training; job readiness training; adult basic education and literacy programs; English language development; customized training; and job retention services.
  - c. Access to Wagner-Peyser services including job search, placement, recruitment and other labor exchange services. Access to One-Stop Partner programs and activities utilizing cross referrals to appropriate Partners.
  - d. Access to One-Stop partner programs and activities utilizing cross referrals to appropriate partners. (See Resource Sharing Agreement Matrix)
2. The Partners agree to utilize EDD's New CalJOBS, part of the California Workforce Services Network (CWSN) to facilitate the sharing of employer and job order information among Partners and One-Stop customers. EDD agrees to provide training to One Stop Staff in the use of the New CalJOBS.
3. The Partners may also provide access to screening and referral of qualified participants in training services to employment opportunities and customized employment-related services on a fee-for-service basis to employers.
4. Not all Partners shall perform all services. Partner contributions are further delineated in Attachment A, "Resource Sharing Agreement".

**C. COMMITMENT OF PARTNER AGENCIES**

1. The Partners agree to develop and implement a One-Stop Business Plan for the WorkforceNapa and its service delivery system. The Business Plan shall describe 1) Outreach, marketing & recruitment; 2) Reception, orientation & program intake; 3) Employment services available; 4) Partners service delivery & co-enrollment; 5) Progress indicators & tracking. The business plan will be developed and endorsed by one stop partners and will be reviewed annually to reflect changes in legislation, effective practices and the local economy.

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2. The Partners agree to establish and fully participate in the One Stop Partners Committee, composed of staff empowered to commit agency resources (typically management staff) as well as line staff delegates that are assigned to the WorkforceNapa One Stop. All agree that the One Stop Partners Committee will enhance communication between each other and the WIB, and is the mechanism to share and endorse new procedures that would effect all One-Stop partners.

**III. NON-FINANCIAL AGREEMENT**

This MOU is non-financial in nature and binds no party or Partner to financial obligations(s) to any other. Financial or fiduciary arrangements to the One-Stop System shall be outlined in separate financial agreement(s) between the local WIB and affected Partners.

A cost allocation plan for the overall system or for each One-Stop Operator/Site/Center, depending on local need, must be negotiated and developed in accord with WIA, as well as with OMB circulars A-21, A-87, A-110, ASMB C-10 and other Federal and State guidance as appropriate.

**IV. TERM**

This MOU shall begin on July 1, 2013 and shall remain in full force and effect until June 30, 2018, or until otherwise amended. The One Stop Governance Committee shall review this MOU and its attachments at least annually and shall make recommendations to the WIB for changes, as it deems necessary.

Should any One-Stop Partner(s) choose to withdraw, this MOU shall remain in effect with respect to the remaining One-Stop Partners.

**V. JURISDICTION**

The area served by the One-Stop Partners shall be the County of Napa, California.

**VI. GOVERNANCE**

The Napa County Board of Supervisors works in cooperation with the Napa County Workforce Investment Board (WIB), which shall be comprised of representatives of business, education, labor, economic development,



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community-based organizations, and one-stop partners, are jointly responsible for the provision of Workforce Investment Act services in Napa County. The WIB shall be responsible for oversight authority and accountability of the One-Stop system including policy development, distribution of funding, formation of a five year plan, and performance appraisal and oversight.

Operations of the One-Stop shall be the responsibility of Health & Human Services – Employment Services Branch (HHS/ also referred to as the One-Stop Operator. HHS shall recommend policy to the WIB, implement adopted policies of the NLWIB, oversee operational procedures, and develop and implement a One Stop Business Plan in collaboration with the partners listed herein.

The WorkforceNapa One Stop Partners Committee shall be comprised of representatives of all One-Stop Partners and shall be responsible for the implementation of One Stop standard operating practices highlighted in the business plan, providing policy input to the One-Stop Operator, and providing input to, and support for the One Stop Business Plan. The One Stop Partners Committee shall meet at least quarterly, on a regular basis, to provide input on policy issues impacting WorkforceNapa activities and services.

The WorkforceNapa agencies shall recognize and accept the respective collective bargaining agreements of individual partner agencies. Partner employees who are co-located shall remain under the supervision of their employer agencies for all purposes including performance evaluation and matters concerning rights and responsibilities. Work related issues arising at the WorkforceNapa Center between partner employees and: One-Stop Operators; or supervisors of other partners; or other On-Stop employees shall be referred to the involved employee's supervisor(s). WorkforceNapa operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act (part 2.8 Government Code), threats and/or violence concerning partner employees and partner employee misconduct.

## **VII. MARKETING AND SIGNAGE**

All marketing of the WorkforceNapa Business and Career Center shall reinforce to the community that agencies at many levels are working together to provide comprehensive, effective services. Whenever possible, partners shall be listed in order to reassure each partner's customers that they are being brought into a larger set of services, as opposed to being asked to change from their usual service provider to a different one. When appropriate, marketing shall address the identity of all partners and/or the partnership and not single out any one as a competitor for public attention whenever possible. This does not, however, prohibit agency specific marketing. The goal of WorkforceNapa marketing shall be to support seamless service delivery, with full recognition of partner agencies.

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At a minimum, marketing and signage shall address the marketing goals of the WorkforceNapa. As appropriate press releases, brochures, flyers, print ads, posters, public service announcements, reports and newsletters related to services under this Agreement shall recognize all members of the partnership as funding sources.. When it is not practical or possible to accommodate all Partners' names and logos in marketing tools, use of a partnership statement, such as “The WorkforceNapa is operated by a partnership of local and state agencies”, shall be included. The WorkforceNapa shall have an exterior sign that is distinctive to the partnership as a whole, but also identifies each respective partner. All marketing and signage shall comply with State and Federal directives on concerning One-Stop branding.

**VIII. ADOPTIONS, AMENDMENTS AND RESOLUTIONS**

Amendments to this MOU may be made upon majority agreement of the Partners, 60 days prior to the effective date of the change.

**IX. ADDITIONS, WITHDRAWALS AND TERMINATIONS FOR CAUSE**

Additions: The One-Stop Operator may recruit new members to the WorkforceNapa partnership with the input of the WorkforceNapa Partners Committee, approval of the WIB. All additional partners must be in compliance with the intent of WIA.

Withdrawals: Any party may withdraw from the MOU by giving written notice of intent to withdraw 90 days in advance of the effective withdrawal date. Notice of intent to withdraw shall be given to all Partners listed in Section I of the MOU with consideration for any informational updates pursuant to Section I.

Terminations for Cause: The WIB may terminate any member for failure to perform the provisions or comply in the requirements of this MOU and it may proceed with the work required in any manner deemed effective or proper by the Partners or the State of California.

**X. REVENUE SOURCES**

The costs for service provision of the Napa County One-Stop System shall be identified in a separate annual budget document. Each partner’s primary revenue sources are listed below.

Agency/Organization

Program/Revenue Source

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California Human Development Corporation	Migrant and Seasonal Farm Worker Program
Department of Rehabilitation	Department of Education Grant, State General Fund Match, Rehabilitation Act of 1973, as modified
Employment Development Department	Wagner-Peyser, Veteran's Employment Services, Unemployment Insurance, Trade Adjustment Assistance, Labor Market Information Employment Statistics
Experience Works	Older Americans Act, Title V – Employment and Training
Community Action of the Napa County	Community Services Block Grant (CSBG)
Napa County Health and Human Services Department – Employment Services	, Workforce Investment Act, Grants, CalWorks, General Assistance.
Napa Valley Adult School	California Department of Education, Adult Education and Literacy Act, Carl Perkins Vocational and Technical Education Act, CalWORKs, WIA Title II
Napa County College and Small Business Development Center	California Department of Education/Chancellor's Office, Post-Secondary Vocational Education
Goodwill Industries, Inc.	DOR funds, Grants, Contracts
Napa County Housing Authority	Various employment grants
Napa County Library literacy	Foundation funding,

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On-the-Move

WIA Youth, Foundation funds & various grants

SparkPoint – American Canyon

United Way & foundation funds

**XI. RESOURCE SHARING AGREEMENT**

The parties agree to share resources in accordance with the attached Resource Sharing Agreement. This MOU shall not constitute a financial commitment but rather an intent to commit specific resources in the future as the parties' allocations and budgets are known and the One-Stop System evolves. The One-Stop System shall be a work in progress and its costs as well as the Partners' resource contributions shall not remain static from month-to-month or from year-to-year.

**XII. INTER-AGENCY CONTRACTS**

Individual contracts between Partners shall not be affected by and do not affect this MOU.

**XIII. CROSS-REFERRAL METHODS**

Parties to this MOU shall develop jointly and mutually implement processes acceptable to all for common intake and referral. Such processes will be highlighted in the One Stop Business Plan and the Parties agree to cross-train staff on the services of each participating One-Stop Partner and the spectrum of related services available through respective agencies. All parties to this agreement shall adopt a mutually acceptable referral process and form(s). They shall commit to evaluate this process and modify it to changing requirements or day-to-day needs for improvement.

**XIV. SERVICE LOCATIONS**

Within budget constraints, WorkforceNapa shall attempt to establish service locations in the major population areas of Napa County. Partners shall establish a network of electronic connectivity through computers and may or may not be co-located. Current service locations include:

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CENTER	SPECIALTY	ADDITIONAL NOTES
650 Imperial Center	Comprehensive Center	Attached WIA Implementation Matrix refers specifically to this center.
Napa City-County Center  (WorkforceNapa @ the Library)	Career Search	<p>Co-located within the Library itself. Main function is to provide:</p> <ol style="list-style-type: none"> <li>1. Career seeking workshops</li> <li>2. Self Access career search</li> <li>3. Brief staff assisted career guidance</li> </ol> <p>Has access to a wealth of career seeking literature. Has State of California Employment Development Department Counselor on-site to provide stronger link to training &amp; services provided through State. Has Library Literacy Center staff available which provides strong link to resources available to limited English proficiency population. Also has multiple internet computer resources available for job search and laptop computers available for flexible workshops.</p>
VOICESNAPA (WorkforceNapa @ VOICES)	Youth	Provides all aspects of WIA youth employment services. Provides summer youth employment opportunities and enrollment for both WIA and CalWorks participants. Has an established and linked “youth friendly” career center open to all Napa County youth ages 14-22. Provides a wealth of other services for emancipating foster youth such as housing and independent living skills.
American Canyon Center (WorkforceNapa @ AmCan City Hall)	Public Assistance	<p>Co-location at AmCan City Hall. Will be partnered with Health and Human Services Agency programs such as Women, Infants &amp; Children (WIC), CalWorks, Public Assistance including food stamps &amp; medical. Limited employment services will include:</p> <ol style="list-style-type: none"> <li>1. Self Access career search</li> <li>2. Brief staff assisted career guidance</li> <li>3. Intake, orientation &amp; eligibility for higher levels of service</li> <li>4. Basic employability workshops</li> </ol>

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**XV. DATA SECURITY AND CONFIDENTIALITY**

The Partners, in the line of their duties as authorized under this MOU, shall/may have access to each other's information resources. Information resources are both data (information) and application (program) files and databases. Confidential information is information, which identifies an individual or an employing unit. Confidential information shall not be open to the public and requires special precautions to protect it from unauthorized access, use, disclosure, modification, and destruction. Within the parameters of all State and Federal laws, the Partners shall develop policies and procedures for sharing information on common clients for the purpose of improving customer service and staff efficiency. All partners shall:

- A. Restrict access of the above information resources to any properly designated employee of the partner agencies for use solely in the administration of programs authorized under this MOU.
- B. Not disclose any confidential information to any person outside of the authorized personnel of the partners,
- C. Ensure that the confidential information to be exchanged remains confidential while in the possession of the partner agency receiving or using the information,
- D. Store confidential information in a place physically secure from access by unauthorized persons. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means,
- E. Destroy all confidential information, as authorized by law, when the partners' use ends utilizing an approved method of confidential destruction, which includes shredding, burning or certified or witnessed destruction.
- F. Notify and educate all partners' personnel with access to information resources regarding the safeguards required to protect these resources, the confidential nature of the information, and the civil and criminal sanctions for noncompliance contained in the applicable Federal and State laws,
- G. Agree that any partner required confidentiality statements shall be signed and dated by all personnel of the partners who shall have access to confidential information. All signed confidentiality statements shall be provided to and kept on file by the respective partner requiring a confidentiality statement,

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- H. Permit the partners to make on-site inspections to ensure that the other partners are maintaining adequate safeguards. Each partner agency has the right to investigate any potential access, use, or disclosure violations of its confidential information, automated files, and databases, as well as incidents involving loss, damage, or misuse of information resources. Should a violation occur, the user's partner agency shall take appropriate steps and report the action to the partner agency that provided the information.

Confidentiality for Department of Rehabilitation (DR) clients: When any individual applies for or receives vocational rehabilitation services from DR through the One-Stop –WorkforceNapa, all information regarding such application for or receipt of DR services shall be confidential information subject to the provisions of 34 CFR Section 361.38 and Title 9 California Code of Regulations Sections 7140 - 7143.5. WorkforceNapa shall develop and implement appropriate policies and procedures to assure that:

- (A) Any information contained in the records of the One-Stop Center or other One-Stop Partners, that identifies an individual as having applied for or received DR services, including, but not limited to, application, eligibility and referral records,
- (B) shall be maintained by the One-Stop Operator and One-Stop Partners in the strictest confidence, consistent with the regulations set forth above, and shall be used by the One-Stop Operator and One-Stop Partners solely for purposes directly related to determining eligibility or delivery of services to such individual;
- (C) Any information regarding any individual who has applied for or received DR services, including the fact that the individual is an applicant or client of DR, shall not be disclosed by the One-Stop Operator or any One-Stop Partner, without a court order or a written authorization from the applicant or client, consistent with the regulations set forth above;
- (D) Requests by any One-Stop Partner or the One-Stop Operator for information in DR files concerning an applicant or client for DR services shall be accompanied by a written authorization from the applicant or client, consistent with the regulations set forth above; and
- (E) Any information provided by DR to a One-Stop Partner or the One-Stop Operator shall be subject to the prohibition against redisclosure contained in Title 9, California Code of Regulations Section 7142.5.

DR shall provide to WorkforceNapa and to the One-Stop Partners information regarding applicants or clients who applied for or received services from DR

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through the One-Stop Center as needed for reporting and tracking required by WIA. Such information shall be reported in a format that does not identify the individual client or applicant.

**XVI. NON-DISCRIMINATION**

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical conditions, age, sexual orientation, or marital status. Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations such as the Americans with Disabilities Act. Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement.

**XVII. AUDITS**

Partner agencies shall be responsible for arrangement of and costs associated with any audits applicable to their own agencies.

**XVIII. DISPUTES**

Parties shall continue with the responsibilities under this agreement during any dispute. Any dispute shall be resolved in a timely manner, directly involving the parties to the dispute agreeing to communicate openly to directly resolve any problem or dispute related to the provision of services. Any disputes pursuant to this agreement shall be resolved, to the extent possible in a cooperative manner, at the lowest level of intervention possible, informally in a meeting called by the WorkforceNapa Governance Committee expressly to resolve the specific dispute.

If informal resolution is unsuccessful, the Chief Executive Officer of Napa County or Executive Committee of the WIB may engage the services of a mediator. If mediation is unsuccessful, the Executive Committee of the WIB shall select an arbitrator approved by the American Arbitration Association. The arbitrator so elected may schedule and hold an arbitration hearing. The parties shall be bound by final decisions of the arbitrator, including the sharing of costs, as legally able according to partner agencies' funding regulations. The decision of the arbitrator shall be the final administrative decision.

**XIX. SEVERABILITY**



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Should any part of the Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force.

**XX. INDEMNIFICATION**

Parties to this agreement, with the exception of the Department of Rehabilitation (DR), indemnify, defend and save harmless partner agencies and their officers, State or local governments, the WIB, its officers, agents and employees from any and all liability, loss, expense, or claims arising out of the performance of this agreement, or resulting to any and all contractors, subcontractors, suppliers, laborers, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged in the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, or claim for injury or damages are caused by or result from negligent or intentional acts or omissions of the partner agencies, officers, agents or employees.

DR shall defend, indemnify and hold the WIB of Napa County, and all other public entities, their officers, employees and agents, harmless from and against any and all liability, loss, expense, or claims arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DR, its officers, agents or employees.

The Napa County WIB and other public entities shall defend, indemnify and hold DR, its officers, employees and agents, harmless from and against any and all liability, loss, expense, or claims arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the WIB or other public entities, their officers, agents or employees.

**XXI. ATTACHMENTS**

1. MOU & Resource Sharing Agreement Signature Page – Attachment A
2. Resource Sharing Agreement – Attachment B
3. Partner Matrix of Services – Attachment C