



# COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**C-8**

For the meeting of: June 28, 2016

Date: May 25, 2016

To: Board of Supervisors

From: Amy S. Nilsen, County Administrative Officer *AN*

Subject: Approval and execution of the Memorandum of Understanding between the Humboldt County Workforce Development Board and the America's Job Center of California partners.

### RECOMMENDATION(S):

That the Board of Supervisors:

- 1) Approve and authorize the Chair to sign the Memorandum of Understanding (MOU) between the Humboldt County Workforce Development Board (HC-WDB) and America Job Center of California (AJCC) partners.
- 2) Direct the Clerk of the Board to return the executed copy of the AJCC MOU to the County Administrative Office/Economic Development.

SOURCE OF FUNDING: Economic Development Fund - Workforce Innovation and Opportunity Act (WIOA)

### DISCUSSION:

In July 2014, the US Congress passed and the President signed the Workforce Innovation and Opportunity Act (WIOA). The WIOA is an amendment to the Workforce Investment Act of 1998. Under WIOA, new guidelines now require local HC-WDB boards, with the agreement of the chief elected officials, to

Prepared by Cynthia Harrington, HC-WDB Executive Director      CAO Approval *E. Nilsen*

REVIEW:	Auditor _____	County Counsel <i>(S)</i>	Human Resources _____	Other _____
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**

Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Bass*

Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*

Nays \_\_\_\_\_

Abstain \_\_\_\_\_

Absent \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

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

Dated: *June 28, 2016*

By: *Kathy Hayes*

Kathy Hayes, Clerk of the Board

designate or certify AJCC operators through a competitive process and enter into a MOU with AJCC operators and partners. On January 19, 2016, your Board approved a three agency consortium; College of the Redwoods (CR), Redwood Community Action Agency (RCAA) and Department of Health and Human Services/Employment Training Division (DHHS-ETD), to operate the AJCC and directed staff to work with DHHS-ETD, CR and RCAA to develop and enter into a MOU between the HC-WDB and all AJCC partners. Required partners and programs include:

- WIOA Title I Adult, Dislocated Worker, and Youth, Department of Health and Human Services Employment and Training Division (ETD)
- WIOA Title II Adult Education and Literacy, CR
- WIOA Title III Wagner-Peyser, Employment Development Department (EDD)
- WIOA Title IV Vocational Rehabilitation, Department of Rehabilitation(DOR)
- Carl Perkins Career Technical Education, CR
- Community Services Block Grant, RCAA
- Native American Programs (Section 166), Northern California Indian Development Council (NCIDC)
- Title V, Older Americans Act, Experience Works (EW)
- Temporary Assistance for Needy Families, Department of Health and Human Services, CalWORKs Division
- Unemployment Insurance, Employment Development Department (EDD)
- Veterans, EDD
- Trade Act, EDD
- Migrant Seasonal Farmworkers, EDD

In addition to the required partners, your Board approved two agencies to become AJCC partners to provide business services:

- Sequoia Personnel (SPS)
- North Coast Small Business Development Center (NCSBDC)

The MOU process will take place in two phases. Phase I of the MOU addresses service coordination and collaboration amongst partners. Phase II will address how to functionally and fiscally sustain the unified system described in Phase I through the use of resource sharing and joint infrastructure costs.

Phase I: Service Coordination is due June 30, 2016, and is complete and attached.

Phase II: Shared Resources and Costs is due December 31, 2017. Staff is waiting for direction from the state.

The HC-WDB has been actively engaged in negotiating the AJCC MOU with all the partners. A final AJCC MOU was approved at the May 12, 2016, WDB Executive Committee meeting. The WDB is making a recommendation to your Board to approve and adopt the AJCC MOU and direct the Chair to sign.

The HC-WDB will maintain responsibility for oversight of all activities that fall under the AJCC MOU. This will include the development of quarterly reports, review of the MOU every three years, and ongoing oversight for the AJCC operations.

OTHER AGENCY INVOLVEMENT: County of Humboldt Department of Health and Human Services, College of the Redwoods, Redwood Community Action Agency, Sequoia Personnel Services, North Coast Small Business Development Center, State of California Employment Development Division, California



Department of Rehabilitation, Experience Works, Humboldt County Workforce Development Board, North Coast Indian Development Council, California Human Development.

FINANCIAL IMPACT: DHHS/ETD, SPS and NCSBDC will utilize WIOA funds to deliver the WIOA programs through the AJCC. The state releases funding amounts annually and it varies year to year. The total amount of WIOA funds for FY 2016-17 is estimated to be \$812,000. The MOU's term is a four year period, the total estimated funds during the four years is \$3,248,000. In the event that any discretionary funds become available the DHHS/ETD, SPS and NCSBDC could be awarded additional funds.

The one-stop service center supports business and workforce development, a Core Role in the Board's Strategic Framework.

ALTERNATIVES TO STAFF RECOMMENDATIONS: The Board could choose not to adopt the AJCC MOU and direct staff to further negotiate terms. Staff is not recommending this because the HC-WDB, staff and AJCC partners have worked at length to develop and finalize an AJCC MOU by the state's deadline of June 30, 2016. If the deadline is not met, compliance and funding could be jeopardized. The AJCC is a federally mandated one-stop service center and Humboldt is required to have one in place.

ATTACHMENTS:

ATTACHMENT A – America's Job Center of California Memorandum of Understanding

ATTACHMENT A  
America's Job Center of California Memorandum of Understanding





***Workforce Innovation and Opportunity Act  
America's Job Center of California<sup>SM</sup>  
Memorandum of Understanding***

**Preamble/Purpose of MOU:**

The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding (MOU) be developed and executed between the Humboldt County Workforce Development Board (HC-WDB) and the America's Job Center of California<sup>SM</sup> (AJCC) Partners to establish an agreement concerning the operations of the AJCC delivery system. The purpose of the MOU is to establish a cooperative working relationship between the AJCC Partners and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

California's delivery system, the AJCC, is a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians
- Align, coordinate, and integrate programs and services

These objectives will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking assistance with any of the following:

- Looking to find a job.
- Building basic educational or occupational skills.
- Earning a postsecondary certificate or degree.
- Obtaining guidance on how to make career choices.
- Seeking to identify and hire skilled workers.

**Vision Statement:**

The Job Market provides quality services to Humboldt County businesses, employees and job-seekers, so they may thrive.



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Memorandum of Understanding***

**Mission Statement and Goals:**

Bringing together workforce development, educational, economic development and other employment services in a seamless customer-focused delivery network that enhances access to program services and improves long-term employment outcomes. As AJCC partners, we are committed to administering our independently funded programs as a set of integrated streamlined services to job seekers and employers, by:

- Helping businesses find skilled workers and access other supports services, including education and training, for their current workforce; and
- Providing an array of employment and business services and connecting customers to work-related training and education; and
- Continuing to align investments in workforce, education and economic development to regional in-demand jobs; and
- Reinforcing partnerships and strategies to provide job seekers and workers with high-quality career services, education and training, and supportive services needed to get good jobs and stay employed.

**AJCC Partners to the MOU:**

This MOU is entered into between HC-WDB and the AJCC Partners named below, with agreement of the Chief Local Elected Official, the Humboldt County Board of Supervisors, hereafter, CLEO.

Required Partners include local/regional representatives of the following programs:

- WIOA Title I Adult, Dislocated Worker, and Youth, Department of Health and Human Services Employment and Training Division (ETD)
- WIOA Title II Adult Education and Literacy, College of the Redwoods (CR)
- WIOA Title III Wagner-Peyser, Employment Development Department (EDD)
- WIOA Title IV Vocational Rehabilitation, Department of Rehabilitation(DOR)
- Carl Perkins Career Technical Education, College of the Redwoods (CR)
- Community Services Block Grant, Redwood Community Action Agency (RCAA)





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- Native American Programs (Section 166), Northern California Indian Development Council (NCIDC)
- Title V, Older Americans Act, Experience Works (EW)
- Temporary Assistance for Needy Families, Department of Health and Human Services, CalWORKs Division
- Unemployment Insurance, Employment Development Department (EDD)
- Veterans, Employment Development Department (EDD)
- Trade Act, Employment Development Department (EDD)
- Migrant Seasonal Farmworkers, California Human Development (CHD)

Additional Partners approved by the HC-WDB and CLEO:

- Business Services, Humboldt State University, North Coast Small Business Development Center (NCSBDC)
- Business Services, Cardinal Services, Inc. DBA Sequoia Personnel Services (SPS)

Note: Additional Partners will be included in the service coordination portion of MOU and will be excluded from the shared resources and costs portion. When 'AJCC Partners' are referenced in this MOU and attachments, the roles of the Additional Partners will be specific to the scope of work outlined in the Business Services contracts between the agencies and the County of Humboldt Economic Development Division. SPS and NCSBDC are not included when 'required partners' are referenced.

**Effective Dates and Term of MOU:**

This MOU shall begin on July 1, 2016 and shall remain in full force and effect until June 30, 2020, unless sooner terminated as provided herein. This MOU shall be reviewed, at a minimum, every three years.

**AJCC System Services:**

AJCC's services as required by WIOA Law and to be provided by the AJCC Partners to this MOU are outlined in Attachment A, AJCC System Services.



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**Responsibility of AJCC Partners:**

The AJCC Partners agree to the responsibilities outlined below.

1. The AJCC Partners will participate in joint planning, plan development, and modification of activities to accomplish the following:
  - Continuous partnership building.
  - Adherence to state and federal requirements.
  - Responsiveness to local and economic conditions, including employer needs.
  - Adherence to common data collection and reporting needs.
2. Make the service(s) identified in Attachment A, the AJCC System Services, available to customers through the AJCC delivery system.
3. Participate in the operation of the AJCC, consistent with the terms of the MOU and requirements of authorized laws.
4. Participate in capacity building and staff development activities in order to ensure that all AJCC Partners and staff are adequately cross-trained.

**Funding of Services and Operating Costs:**

All relevant AJCC Partners (excluding additionally approved partners referenced on page 3) to this MOU agree to share in the operating costs of the AJCC system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by relevant AJCC Partners through a separately negotiated cost sharing agreement.

AJCC Partners will ensure that the shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs are reflected in the cost sharing agreement.

AJCC Partners agree to negotiate and implement a final cost sharing plan by December 31, 2017.





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**Methods for Referring Customers:**

An inter-partner and inter-agency referral process as required by WIOA and to be used by the AJCC Partners to this MOU is described in Attachment B, AJCC System Services Referral Agreement.

**Access for Individuals with Barriers to Employment:**

Humboldt County's AJCC, The Job Market, located at 409 K Street, Eureka, CA, is the primary physical location and access point for residents in the County. The Job Market is committed to providing priority of services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.

The AJCC will ensure access for all individuals that qualify as an "individual with a barrier to employment." The term means, an individual, of one or more of the following populations:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, defined in section 166 in WIOA Law
- Individuals with disabilities, including youth
- Older individuals
- Ex-offenders
- Homeless individuals, defined in section 41403(6) in the Violence Against Women Act of 1994, or homeless children and youths, defined in section 725(2) of the McKinney-Vento Homeless Assistance Act
- Youth who are in or have aged out of foster care
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farm workers
- Individuals within 2 years of exhausting lifetime eligibility under Part A of title IV of the Social Security Act
- Single parents, including pregnant women
- Long-term unemployed individuals
- Such other groups as the Governor involved determines to have barriers to employment



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Humboldt AJCC partners ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

**Shared Technology and System Security:**

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or Partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all AJCC Partners.

**Confidentiality:**

The AJCC Partners agree to comply with the provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement that may apply to one or all of the AJCC Partners to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.





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- The AJCC partners agree to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC Partners must adhere, and shall share information necessary for the administration of the program as allowed under WIOA law and regulation. The AJCC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes upon the written permission from a participant outlined in Attachment C, AJCC Release of Information Form.
- Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other Partners.
- These provisions shall be interpreted consistent with the California Public Records Act.

**Non-Discrimination and Equal Opportunity:**

The AJCC partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The AJCC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The AJCC partners will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

**Grievances and Complaints Procedure:**

The AJCC has established and will maintain a procedure for grievance and complaints as outlined in WIOA and described in Attachment D, Grievance and Complaint Procedure. The process for handling grievances and complaints will be applicable to customers when utilizing WIOA funded programs or services. 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 AJCC further agrees 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.



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AJCC Partners to this MOU who have established grievance and complaint processes pertinent solely to their own programs and funds will continue to use those processes when a complaint is being filed only with a Partner agency and not about the AJCC at large or to WIOA funded programs. AJCC Partners to this MOU will share information about how, where, and to whom to file complaints targeted for non-WIOA funded Partners of the AJCC.

**American's with Disabilities Act and Amendments Compliance:**

The AJCC Partners agrees 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 and its amendments. Additionally, AJCC Partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

**Modifications and Revisions:**

This MOU constitutes the entire agreement between the AJCC Partners and the HC-WDB 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.

**Termination:**

The AJCC Partners understand that implementation of the AJCC system is dependent on the good faith effort of every partner to work together to improve services to the community. The AJCC Partners also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more AJCC Partners to cease being a part of this MOU, said entity shall notify the other Partners and the HC-WDB, in writing, 30 days in advance of that intention. In the event that the HC-WDB determines that it is necessary for one or more AJCC Partners to cease being a part of this MOU, the HC-WDB shall notify the other AJCC Partners and said entity in writing, 30 days in advance of that intention.

**EDD Premises:**

During the term of this MOU, and as long as the AJCC is located within the local EDD building,





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Memorandum of Understanding***

all parties to this MOU who are co-located at The Job Market shall be required to have a space sharing agreement in place with the local EDD office regarding use of designated and common space for the purpose of conducting acceptable AJCC services as outlined herein.

**Supervision/Day to Day Operations:**

The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The office hours for the staff at the AJCCs will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.

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

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

**Dispute Resolution:**

The parties agree to communicate openly and directly to resolve policy, practice disputes or other problems at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution. Parties shall continue with the responsibilities under the MOU during any dispute. Disputes shall be resolved in a timely manner. If not able to resolve at these lower levels, disputed issues shall be submitted in writing to the AJCC Operators Consortium for a written decision. If this decision is not accepted by the disputing parties, then the parties may, within 30 days, appeal in writing to the HC-WDB Executive Committee. The HC-WDB Executive Committee shall attempt to resolve the dispute in a mutually satisfactory manner. If the HC-WDB Executive Committee is unsuccessful, it may engage the services of a local mediation service to assist. If mediation is unsuccessful, the HC-



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Memorandum of Understanding***

WDB Executive Committee shall select a local arbitrator acceptable to the parties involved. The arbitrator so elected may schedule and hold an arbitration hearing. The parties shall be bound by final decisions of the arbitrator.

**Press Releases and Communications:**

The pertinent AJCC Partners shall have the option to be included in any communicating with the press, television, radio or any other form of media when an AJCC Partner's specific duties or performance under this MOU is addressed. Participation of each party in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other AJCC Partners, in all communications, each party shall make reference to The Job Market or AJCC as a single system and only call out individual AJCC Partners as appropriate to the topic or issue being covered.

The AJCC Partners agree to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage. This also includes letterhead, envelopes, business cards, any written correspondence and fax transmittals.

**Hold Harmless/Indemnification/Liability:**

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying 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 other parties 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 acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

**[SIGNATURE PAGE FOLLOWS]**





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America's Job Center of California<sup>SM</sup>  
Memorandum of Understanding**

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this agreement, and the Chief Local Elected Official of Humboldt County, represented by the Chair of the Humboldt County Board of Supervisors hereby agrees to the execution of the this MOU, Attachment A, B, C, and D.

Dated 6-3-16, 2016

By: [Signature]  
Evelyn Giddings, Vice Chair  
Humboldt County Workforce Development Board

Dated 6/28/16, 2016

By: [Signature]  
Mark Lovelace, Chair  
Humboldt County Board of Supervisors

(SEAL)

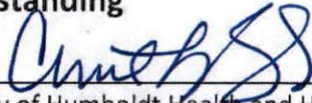
ATTEST:  
Clerk of the Humboldt County Board  
of Supervisors

By: [Signature]  
Deputy



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Memorandum of Understanding**

Dated: 5-18-16, 2016

By:   
County of Humboldt Health and Human  
Services  
Employment Training Division  
Connie Beck, Director





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Memorandum of Understanding**

Dated: 5/19/2016, 2016

By: Emilia Bartolomeu  
State of CA Employment Development  
Department  
Emilia Bartolomeu, Deputy Division Chief  
Workforce Services Branch



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Memorandum of Understanding**

Dated: May 17, 2016

By: Keith Snow-Flamer  
College of the Redwoods  
Dr. Keith Snow-Flamer, Interim  
President/Superintendent





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Dated: May 27, 2016

By:   
\_\_\_\_\_  
Unemployment Insurance, State of CA  
Employment Development  
David Rangel, Employment Development  
Administrator



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America's Job Center of California<sup>SM</sup>  
Memorandum of Understanding**

Dated: 5/25, 2016

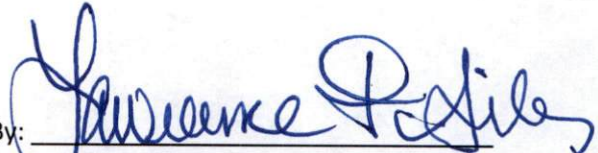
By: Val Martinez  
Redwood Community Action Agency  
Val Martinez, Executive Director





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America's Job Center of California<sup>SM</sup>  
Memorandum of Understanding**

Dated: 05/25, 2016

By:   
State of CA Department of Rehabilitation  
Lawrence Siler, Regional Supervisor



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Memorandum of Understanding**

Dated: May 17, 2016

By: Lolita Evans  
Experience Works  
Lolita Evans, Employment and Training  
Coordinator





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America's Job Center of California<sup>sm</sup>  
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Dated: May 27, 2016

By:   
Northern California Indian Development Council  
Terry Coltra, Executive Director



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Memorandum of Understanding**

Dated: 6/01, 2016

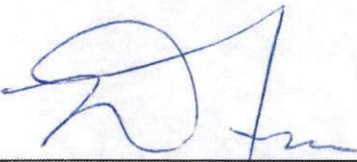
By: [Signature] for Steve Karp  
North Coast Small Business Development  
Center, a Program of Humboldt State University  
Sponsored Programs Foundation  
Steve Karp, Executive Director





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America's Job Center of California<sup>sm</sup>  
Memorandum of Understanding**

Dated: 5/19/16, 2016

By:   
\_\_\_\_\_  
Cardinal Services, Inc. DBA Sequoia Personnel  
Services  
Mike Freeman, Chair and Chief Strategic Officer



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America's Job Center of California<sup>sm</sup>  
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Dated: May 24 \_\_\_\_\_, 2016

By:   
California Human Development  
Christopher Paige, CEO





**AMERICA'S JOB CENTER OF CALIFORNIA (AJCC)<sup>SM</sup>  
SYSTEM SERVICES**

<b>JOB SEEKER</b>		
<b><u>CAREER SERVICES</u></b>	<b>DESCRIPTION</b>	<b>PROVIDING OPERATOR OR PARTNER(S)</b>
Intake, Identification of Service Need and Referrals	<ul style="list-style-type: none"> <li>• AJCC registration into CalJOBS and information and referrals to appropriate services based on indicated interest and service needs.</li> <li>• Client referral from partner agency sites as indicated from determining client interest, request or need.</li> </ul>	<ul style="list-style-type: none"> <li>• AJCC intake: ETD and/or EDD – W-PA;</li> <li>• Partner program intake and referrals offsite: CalWORKs, CR, DOR, GR, EW, HCCCC, NCIDC, NCSBDC, RCAA, YPO</li> </ul>
Eligibility Determination	<ul style="list-style-type: none"> <li>• Collect data and verification documents to identify individuals who qualify for eligibility-based services – WIOA, TANF, General Relief, CalFresh, and/or Affordable Care Act programs.</li> </ul>	<ul style="list-style-type: none"> <li>• WIOA Programs: ETD</li> <li>• Other Programs: DHHS/SSB, EDD – TAA, Veterans &amp; YEOP, UI, DOR</li> </ul>
AJCC Orientation	<ul style="list-style-type: none"> <li>• An orientation workshop that provides an introduction to AJCC services and basic information on how to conduct an effective job search.</li> <li>• A required workshop for AJCC clients who want to use staff-supported services.</li> </ul>	<ul style="list-style-type: none"> <li>• ETD and/or CR</li> <li>• EDD – W-PA through mandated workshops – IAW, PJSA, and REA</li> </ul>
Initial Assessment of skills, aptitudes, abilities and support services needed.	<ul style="list-style-type: none"> <li>• Provide WIOA clients with individual and/or group assessments.               <ul style="list-style-type: none"> <li>○ Conduct evaluation to determine training and supportive service needs one-on-one.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• ETD, YPO's</li> <li>• ETD, YPO's</li> </ul>
Job Search and Placement Assistance	<ul style="list-style-type: none"> <li>• AJCC self-serve computer-aided job search and job postings in lobby.</li> <li>• Staff-assisted job search; information regarding labor market and high-demand jobs; resume, cover letter and interview assistance; work-readiness workshops; career counseling; assistance with job placement.</li> </ul>	<ul style="list-style-type: none"> <li>• ETD and/or EDD – W-PA</li> <li>• CR, ETD, EDD – W-PA, TAA, Veterans &amp; YEOP, DOR, CalWORKs, EW, RCAA, and YPO's</li> </ul>



Attachment A

Provision of Referrals and Coordination of Activities	Referrals are made to partner or other supportive service agencies to ensure for optimal assistance and success of job seeker clients.	<ul style="list-style-type: none"> <li>All AJCC operators, partners and associated local services</li> <li>* Attachment B for the local AJCC referral process</li> </ul>
<b>JOB SEEKER</b>		
<b><u>TRAINING SERVICES</u></b>	<b>DESCRIPTION</b>	<b>PROVIDING OPERATOR OR PARTNER(S)</b>
Provision of Training Program Funds and Performance Information	<ul style="list-style-type: none"> <li>Inform WIOA clients about amount and purpose of training funds available to them, and program and education provider performance data.</li> <li>Similar information provided by Partner agencies regarding their programs.</li> </ul>	<ul style="list-style-type: none"> <li>ETD, YPO's</li> <li>CalWORKs, DOR, EW, EDD – TAA</li> </ul>
Provision of Information Regarding Supportive Services (SS) and Funds	<ul style="list-style-type: none"> <li>Inform WIOA clients about supportive services and funds that can be provided to assist with their training success.</li> <li>Similar information provided by Partner agencies regarding their programs.</li> </ul>	<ul style="list-style-type: none"> <li>ETD, YPO's</li> <li>CalWORKs, DOR, EW, EDD-TAA</li> </ul>
Provision of Information Regarding other SS and Partner Programs	<ul style="list-style-type: none"> <li>Inform WIOA clients about other program resources that they may qualify for to help them meet basic needs and assist in completing their training goals.</li> <li>Similar information provided by AJCC partner agencies to their clients.</li> <li>Make referrals to other agencies as appropriate.</li> </ul>	<ul style="list-style-type: none"> <li>ETD, YPO's</li> <li>CalWORKs, DOR, EW, EDD-TAA</li> <li>ETD, CalWORKs, DOR, EW, YPO's, EDD - TAA</li> </ul>
Comprehensive Assessments and In-Depth Interviewing and Career Counseling to Help Clients Determine Suitable Employment Goals and Career Pathway	<ul style="list-style-type: none"> <li>Deliver/proctor assessments tool and counsel WIOA clients to help them select a high-demand job and career pathway; identify and work to alleviate any barriers to employment.</li> <li>Assist clients of other training programs with the same.</li> </ul>	<ul style="list-style-type: none"> <li>ETD, YPO's</li> <li>CalWORKs, DOR, EW</li> </ul>
Development of an Individual Employment Plan and Establish a Training Account	<ul style="list-style-type: none"> <li>Assist WIOA clients, via individual counseling, to develop an employment plan that identifies a career goal, provides achievement objectives, and secures ancillary services to help meet their goal.</li> <li>Assist clients of other training programs with the same.</li> </ul>	<ul style="list-style-type: none"> <li>ETD, EDD - TAA, YPO's</li> <li>CalWORKs, DOR, EW</li> </ul>
Short-Term Pre-Vocational Services	<ul style="list-style-type: none"> <li>Offer Basic skills training in literacy and numeracy as needed.</li> <li>Provide skills to assist in English language acquisition.</li> <li>Offer financial literacy workshops.</li> <li>Assist in attaining High School Diploma,</li> </ul>	<ul style="list-style-type: none"> <li>CR, ETD</li> <li>CR</li> <li>CR, ETD, DOR</li> <li>CR, ETD</li> </ul>



Attachment A

	<p>GED or another HSD equivalency preparation and testing.</p> <ul style="list-style-type: none"> <li>• Provide information on Applying for UI Benefits.</li> <li>• Offer Life Skills and Work/Life Balance assistance.</li> <li>• Provide Work Readiness and Retention Skills Development Workshops and/or Group Counseling when appropriate.</li> </ul>	<ul style="list-style-type: none"> <li>• EDD – W-PA, ETD</li> <li>• CR, ETD</li> <li>• CR, ETD</li> </ul>
Internships and Work Experience Placement	<ul style="list-style-type: none"> <li>• Develop job sites and place clients in a WEX training aligned with their employment goals.</li> <li>• Monitor and assist job site employer and client to ensure for successful outcomes.</li> </ul>	<ul style="list-style-type: none"> <li>• CR, ETD, CalWORKs, DOR, EW</li> <li>• CR, ETD, CalWORKs, DOR, EW</li> </ul>
On-the-Job Training Placements	<ul style="list-style-type: none"> <li>• Develop job sites and place clients in an OJT aligned with their employment goals.</li> <li>• Monitor and assist job site employer and client to ensure for successful outcomes.</li> </ul>	<ul style="list-style-type: none"> <li>• ETD, CalWORKs, DOR, EW</li> </ul>
Out-of-Area Job Search and Relocation Assistance	<ul style="list-style-type: none"> <li>• Provide job placement assistance to WIOA clients who have trained for a high-demand job out-of-area.</li> <li>• Assist WIOA client with a relocation plan and funds to support the plan.</li> </ul>	<ul style="list-style-type: none"> <li>• ETD, EDD - TAA, YPO's, DOR</li> <li>• ETD, EDD - TAA, YPO's, DOR</li> </ul>
Follow-Up Services	<ul style="list-style-type: none"> <li>• Provide WIOA clients with continued career and retention counseling as needed for up to 12 months following employment.</li> </ul>	<ul style="list-style-type: none"> <li>• ETD, YPO's</li> </ul>

**EMPLOYER, BUSINESS AND INDUSTRY**

<b><u>BUSINESS SERVICES</u></b>	<b>DESCRIPTION</b>	<b>PROVIDING OPERATOR OR PARTNER(S)</b>
Labor Exchange Services	<ul style="list-style-type: none"> <li>• Provide basic and in-depth labor market and employment information.</li> <li>• Job posting assistance into CalJOBS and AJCC website.</li> <li>• Recruitment assistance including job fairs, resume searches, job announcements across AJCC partners.</li> <li>• Candidate screening via aptitude, skills and readiness testing, and interviews.</li> </ul>	<ul style="list-style-type: none"> <li>• BizNet, EDD – LMID, W-PA, Veterans, YEOP, ETD, WDB</li> <li>• EDD – W-PA and Veterans</li> <li>• EDD – W-PA and Veterans, ETD</li> <li>• ETD, DOR</li> </ul>
Business Assistance with Employment Related Questions	<ul style="list-style-type: none"> <li>• Provide basic and in-depth labor market information regarding wages, job classifications, employment rates and in-demand industry sectors.</li> <li>• Provide answers and materials to employers regarding managing</li> </ul>	<ul style="list-style-type: none"> <li>• BizNet, EDD - LMID, ETD, SPS, WDB</li> <li>• BizNet, EDD, NCSBDC, SPS</li> </ul>



Attachment A

	<p>employees and regulations.</p> <ul style="list-style-type: none"> <li>• Provide answers and materials related to small business and self-employment.</li> <li>• Information regarding wage subsidy programs.</li> <li>• Information regarding employment related tax credits.</li> <li>• Hiring and making accommodations for employees with disabilities.</li> </ul>	<ul style="list-style-type: none"> <li>• BizNet, NCSBDC, ETD</li> <li>• ETD, CalWORKs, YPO's</li> <li>• ETD, EDD – W-PA and Veterans, CalWORKs</li> <li>• DOR</li> </ul>
Business Assistance with HR Related Needs	<ul style="list-style-type: none"> <li>• Employer workshops in hiring, interviewing and employee retention.</li> <li>• Assistance with job descriptions.</li> <li>• Workshops in recruitment, hiring and retention.</li> </ul>	<ul style="list-style-type: none"> <li>• ETD, SPS, NCSBDC</li> <li>• ETD, EDD – W-PA and Veterans, SPS</li> <li>• ETD, SPS</li> </ul>
Business Assistance with Layoff Aversion or Events	<ul style="list-style-type: none"> <li>• Business analyses and assistance to avoid employee layoffs or closures.</li> <li>• Assistance with layoff and provision of information to dislocated workers.</li> </ul>	<ul style="list-style-type: none"> <li>• NCSBDC, SPS, WDB</li> <li>• EDD, EDD – W-PA, DHHS/SSB, WDB staff</li> </ul>
Training Services for Business Owners and/or Incumbent Workers	<ul style="list-style-type: none"> <li>• Customer Service Training.</li> <li>• Customized Training for a specific company or industry sector.</li> <li>• Management/Supervisory and/or HR training.</li> <li>• Bookkeeping, financial reporting and business computing training.</li> <li>• Business plan development and business loan procurement assistance.</li> <li>• Monthly luncheon training/presentations and periodic seminars on labor and employment law, business regulations and compliance, Human Resource (HR) and other business related topics.</li> </ul>	<ul style="list-style-type: none"> <li>• CR and/or ETD</li> <li>• CR and/or ETD</li> <li>• CR and/or ETD</li> <li>• CR, NCSBDC</li> <li>• NCSBDC</li> <li>• EDD – W-PA (via NEAC)</li> </ul>

**Acronym Key**

**AJCC** – America's Job Center of California<sup>sm</sup>

**BizNet** – North Coast Small Business Development Center's AJCC business help line

**CalWORKs** – California's Temporary Assistance to Needy Families Program

**CR** – College of the Redwoods, a CA Community College

**DHHS/SSB** – Department of Health and Human Services, Social Service Branch

**DOR** – California Department of Rehabilitation

**EDD** – California State Employment Development Department

- **W-PA**-Wagner-Peyser Act
- **LMID**-Labor Market Information Division
- **TAA**-Trade Adjustment Assistance Act
- **UI**-Unemployment Insurance Benefits
- **NEAC**-North Coast Employer Advisory Council
- **YEOP**-Youth Employment Opportunity Program
- **Veterans** – EDD's Job's for Veterans State Grant (JVSG)

**ETD** – Humboldt County Employment and Training Division

**Attachment A**

**EW** – Experience Works, a workforce program for people ages 55 and older

**GR** – DHHS General Relief Program

**HCCCC** – Humboldt County Community Correctional Center, a multi-agency center for adjudicated clients

**RCAA** – Redwood Community Action Agency

**NCSBDC** – North Coast Small Business Development Center

**SPS** - Sequoia Personnel Services

**TJM** – The Job Market, local name for Humboldt's AJCC

**WDB** – Workforce Development Board

**WIOA** – Workforce Innovation and Opportunity Act

**YPO** – Youth Program Operator (WIOA Youth Program)





## AMERICA'S JOB CENTER OF CALIFORNIA (AJCC)<sup>sm</sup> SYSTEM SERVICES REFERRAL AGREEMENT

The required partners, hereafter, Parties, acknowledge the requirement for referrals and possible co-enrollment of clients between partnering agencies. The Parties recognize that referrals may be indicated at any point or stage of service during a client's use of the AJCC and have therefore agreed to the following processes to ensure referrals are made promptly and clearly between agencies. The Parties agree to maintain and modify these processes and any related forms as necessary.

### **Agency and Program Informational Reference**

Parties will provide a summary of AJCC services to be provided by their agency as it pertains to the AJCC. This will be provided in a summary outline, in a format to be agreed to by partners, bullet-pointing each service followed by a brief description of the service. Any eligibility requirements to a specific program or service are to also be provided in the reference to assist partner staff in making correct referrals based on need and an understanding of basic eligibility. These program descriptions will be compiled into a desk reference for the staff of each agency.

### **Staff Cross-Training between Partner Agencies**

Staff from each Partner agency involved in direct client services will be provided a desk reference (defined under Agency and Program Informational Reference) and cross-trained in the programs and services as outlined therein. Staff will also be trained in the referral process and how to determine when a referral is necessary.

### **Notice of New Program Opportunities, Services or Events**

The Parties agree to share information about new services, workshops, activities or events between one another in a timely manner as they may relate to the AJCC mission and/or benefit of AJCC clients. Such announcements can be forwarded to the AJCC Senior Office Assistant (SOA) as a single point of contact. The SOA will post flyers and handouts as appropriate, forward the information via mass email to appropriate partner staff and/or place on the AJCC website as requested.

### **Service Request Referral Process**

Because the Parties use several unique databases or other systems of client tracking, no common database platform is currently available in which the staff can interact. For this reason, the Parties have agreed to the following four forms of client referrals and staff training will be provided for each; phone, drop-in referrals; by appointment; and email without a prescheduled appointment.





AMERICA'S JOB CENTER OF CALIFORNIA (AJCC)<sup>sm</sup>  
RELEASE OF INFORMATION

I, \_\_\_\_\_, have been informed that the Job Market is a consortium of partners including CalWORKS, the Employment Training Divisions of the Humboldt County Department of Health and Human Services, the California Departments of Rehabilitation and Employment Development, College of the Redwoods, Experience Works, North Coast Small Business Development Center, Cardinal Services, Inc. DBA Sequoia Personnel Services and the Redwood Community Action Agency. I give permission to these service providers to share oral or written information regarding my employment history, my job readiness, search and placement activities, educational enrollment information related to training funded by one of these agencies, or as necessary to meet other workforce supports I request through The Job Market.

I understand my personal identifying information shall not be subject to public disclosure beyond these partners. This release does not allow sharing any personal health information covered by the Health Insurance Portability and Accountability Act (HIPAA), nor any information not authorized above as covered by the Family Educational Rights and Privacy Act (FERPA) (except as provided by law in California Education Code Sections 76243 and 76244), California Welfare and Institutions Code Sections 5328 and 10850, Title 45 of the Code of Federal Regulations (CFR) Section 205.50(a), California Unemployment Insurance Code (UIC) Sections 1094 and 2111, the Information Practices Act (IPA), California Civil Code Sections 1798 through 1798.78 and the Wagner-Peyser Laws of 20 CFR Part 652 through Part 654.

I further agree to hereby release and hold harmless the Job Market consortium from any and all actions that may be taken by prospective employers regarding information I have shared regarding my work history, previous training, or other employment related information.

I understand I may cancel this release of information by written notification to Job Market staff at any time, except to the extent that action prior to my cancellation has been taken in reliance upon it.

X

\_\_\_\_\_  
(Customer Signature)

\_\_\_\_\_  
(Date)



## Grievance and Complaint Procedure

For participants enrolled in the Workforce Innovation and Opportunity Act (WIOA) Title I Adult, Dislocated Worker or Youth programs who believe the Humboldt County Workforce Development Board (HC-WDB), one of its providers of services or any staff person has violated any provision of WIOA, state directives, or local policies and directives should follow these procedures to file a complaint.

Individuals wishing to file a complaint regarding an action, policy or treatment that impacts their participation in a HC-WDB program are encouraged to contact their WIOA program operator, case worker or vocational counselor to attempt to resolve the complaint informally through the recipient's own grievance process. HC-WDB shall be given immediate notice of any such complaint filed with the recipient that is being addressed. However, if the informal process does not resolve the complaint, individuals will have the right to file a formal complaint and be heard by the HC-WDB Equal Opportunity Officer.

Your written complaint should include the following:

- Full name, telephone number, and mailing address of the complainant;
- Full name, telephone number, and mailing address of the respondent;
- A clear and concise statement of the facts and dates describing the alleged violation;
- The provisions of the WIOA, the WIOA regulations, grant or other agreements under the WIOA, believed to have been violated;
- Grievances or complaints against individuals, including staff or participants, shall indicate how those individuals did not comply with the WIOA law, regulation, or contract; and
- The remedy sought by the complainant.

To file a written complaint locally, mail to:  
Humboldt County Workforce Development Board  
520 E Street, Eureka, CA 95501

The HC-WDB and staff of its providers of services are required to help you with your complaint, if you request assistance. You are entitled to receive a copy of the HC-WDB Grievance and Complaint policy.

HC-WDB staff will assist with an informal resolution. If an informal resolution cannot be reached, a hearing will be scheduled. Hearings on any grievance or complaint shall be conducted within 30 days of filing of a grievance or complaint.

Not later than 60 days after the filing of the grievance or complaint, the hearing officer shall mail a written decision to both parties by first class mail.

If a complainant does not receive a decision at the HC-WDB level within 60 days of the filing of the grievance or complaint, or receives an adverse or unsatisfactory decision, the complainant then has the right to file an appeal with the State.

The complainant may request a State hearing by submitting a written notice of appeal to:

Chief, Compliance Review Division, MIC 22-M  
Employment Development Department  
PO Box 826880, Sacramento, CA 94280-0001



Attachment D

Any person filing a complaint shall not be subject to restraint, coercion, reprisal, or discrimination by any HC-WDB or recipient staff. Complainants have the right to withdraw their complaints (in writing) at any time prior to the hearing. A complaint can be amended to correct technical deficiencies, but not to add issues.

I hereby certify that I have received and read this information on the HC-WDB Grievance and Complaint policy.

Applicants Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian (if applicant is under 18): \_\_\_\_\_