



## COUNTY OF HUMBOLDT

AGENDA ITEM NO.

**C-8**

For the meeting of: August 18, 2015

Date: July 27, 2015

To: Board of Supervisors

From: Phillip Smith-Hanes, County Administrative Officer *PSH*

Subject: Amendments to the agreements between the County Administrative Office/Economic Development Division and the Department of Health and Human Services, Employment Training Division for Youth, Dislocated Worker, Adult and Rapid Response services.

### RECOMMENDATIONS:

That the Board of Supervisors:

1. Approves and authorizes the Chair to sign three copies of each amended agreement between the County Administrative Office, Economic Development Division, Workforce Unit (CAO/EcDev) and the Department of Health and Human Services, Social Services Branch, Employment Training Division (DHHS/ETD) for the use of Workforce Innovation and Opportunity Act (WIOA) funds for fiscal years 2013 – 2016 to serve Dislocated Workers and Adults, to provide technical assistance on the Youth WIOA funding, and to provide Rapid Response services;
2. Authorizes and directs the Executive Director of the Workforce Development Board (WDB) and the Department of Health and Human Services, Social Services Director or designee to sign the Grant Implementation Plan for each funding source agreement. (Revised Attachment A to each funding source amended agreement); and
3. Directs the Clerk of the Board to return three executed copies of the amended agreements to CAO/EcDev.

Prepared by Cynthia Harrington, Economic Development Specialist

CAO Approval

*E. Smith-Hanes*

#### REVIEW:

Auditor \_\_\_\_\_ County Counsel *am* Human Resources \_\_\_\_\_ Other \_\_\_\_\_

#### TYPE OF ITEM:

☒ Consent  
☐ Departmental  
☐ Public Hearing  
☐ Other \_\_\_\_\_

#### PREVIOUS ACTION/REFERRAL:

Board Order No. C-7; C-7

Meeting of: 06-25-13; 07-8-14

#### BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Lovelace* Seconded by Supervisor *Sundberg*  
Ayes *Sundberg, Lovelace, Fennell, Bohn, Bass*  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

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

Dated: *Aug. 18, 2015*  
By: *Kathy Hayes*  
Kathy Hayes, Clerk of the Board



## SOURCE OF FUNDING:

Formula and discretionary funds granted through the WIOA, U.S. Department of Labor (DOL), and State of California Employment Development Department (CA-EDD).

## DISCUSSION:

WIOA was signed into law on July 22, 2014 and, in general, took effect on July 1, 2015. WIOA restructures and reauthorizes the local workforce system and effectively supersedes the Workforce Investment Act (WIA) of 1998.

Prior to the enactment of the new law, CAO/EcDev workforce unit received WIA funding from CA-EDD and the DOL in several funding streams:

- To serve workers who have been laid off from their jobs and require employment training and/or employment assistance to re-enter the work force (Dislocated Workers);
- To serve long-term unemployed persons who require training and/or re-employment assistance (Adults);
- To serve at-risk youth to prepare them for success in the workplace (Youth); and
- To provide information and assistance to employers that prevents layoffs and assists in layoff events (Rapid Response).

Formal agreements were executed between CAO/EcDev and DHHS/ETD on June 1, 2013 for a three-year period which governed the use of the WIA funds and clarified the working relationship between the divisions. Because the original agreements for Youth, Dislocated Worker, Adult, and Rapid Response services were executed pursuant to the WIA, the amendments now before your Board are necessary to update the agreements in order to comply with the requirements of the newly enacted WIOA. Changes reflected in the amendments include:

- Modify references to the Workforce Investment Act (WIA) to read Workforce Innovation and Opportunity Act (WIOA)
- Modify references to Humboldt County Workforce Investment Board (HC-WIB) to read Humboldt County Workforce Development Board (HC-WDB)
- Modify references to Job Training Account (JTA) to read CalJOBS
- Modify references to the Workforce Investment Board Executive Director to read Workforce Development Board Executive Director
- WIA web links were removed and replaced with WIOA Law web links on the Implementation Plans, Attachment A to each funding source agreement
- Note: Local Workforce Investment Area (LWIA) name remains the same

Under WIOA, DHHS/ETD will continue to operate the Adult and Dislocated Worker programs and a portion of the Rapid Response program, and will provide technical assistance to the Youth contractors and the one-stop career center (The Job Market) as a member of the operator's consortium.

Under WIOA, operations of the one-stop service center, including the adult and dislocated worker program, must be openly procured with a Request for Proposals (RFP), and the operator selected by the WDB. The WDB is currently drafting the RFP for one-stop service center, and anticipates recommending an operator at the end of this year, for your Board's concurrence. This procurement process will result in a new Memorandum of Understanding among partners in the one-stop service center, and new cost-sharing and referral agreements. Given the thoroughness of the procurement process underway and the substantial changes that will flow from it in spring 2016, staff recommends only minor changes to existing agreements for legal compliance at this time.

#### FINANCIAL IMPACT:

The recommended actions have no financial impact. The amendments support your Board's strategic framework through a partnership between county agencies that supports business, workforce development and fosters transparent, accessible, welcoming and user-friendly services.

#### OTHER AGENCY INVOLVEMENT:

Employment Training Division of the Department of Health and Human Services

#### ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose not to accept these amendments. This alternative is not recommended because declining these amendments would make the agreements noncompliant with WIOA.

#### ATTACHMENTS:

Attachment 1: Original Agreement for Adult Funding 2013-2016

Attachment 2: First Amendment to the Agreement for Adult Funding 2013-2016

Attachment 3: Original Agreement for Dislocated Worker Funding 2013-2016

Attachment 4: First Amendment to the Agreement for Dislocated Worker Funding 2013-2016

Attachment 5: Original Agreement for Rapid Response Funding 2013-2016

Attachment 6: First Amendment to the Agreement for Rapid Response Funding 2013-2016

Attachment 7: Original Agreement for Youth Funding 2013-2016

Attachment 8: First Amendment to the Agreement for Youth Funding 2013-2016

Attachment 9: Second Amendment to the Agreement for Youth Funding 2013-2016

ATTACHMENT 1

Original Agreement for Adult Funding 2013-2016



AGREEMENT BETWEEN THE ECONOMIC DEVELOPMENT DIVISION OF THE COUNTY  
ADMINISTRATIVE OFFICE OF THE COUNTY OF HUMBOLDT  
AND  
THE EMPLOYMENT TRAINING DIVISION OF THE SOCIAL SERVICES BRANCH OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE COUNTY OF HUMBOLDT  
FOR ADULT FUNDING

This agreement is entered into this 1<sup>st</sup> day of July, 2013, by and between the Economic Development Division (EcDev), County Administrative Office (CAO/EcDev) of the County of Humboldt, and the Humboldt County Department of Health and Human Services/Employment Training Division (DHHS/ETD).

WHEREAS, CAO/EcDev annually receives both formula and discretionary Workforce Investment Act (WIA) funding grants from the State of California, Employment Development Department (CA-EDD), and occasionally from the U.S. Department of Labor; and

WHEREAS, the Adult grant funds are intended to serve long-term unemployed persons with training and re-employment services; and

WHEREAS, on September 27, 2005, the Humboldt County Board of Supervisors (BOS) designated EcDev to act as the fiscal and administrative agent and Local Workforce Investment Area (LWIA) Administrator for Workforce Investment Act (WIA) funds for the County of Humboldt; and

WHEREAS, on the same date, the BOS designated DHHS/ETD to be the primary program operator for WIA-funded Dislocated and Adult programs; and

WHEREAS, the Humboldt County Workforce Investment Board (HC-WIB) concurs with this arrangement of services and funding;

WHEREAS, the Humboldt County Board of Supervisors agrees with the terms of this Agreement and hereby approves the Agreement and directs the parties to comply with its terms,

NOW THEREFORE, the Parties mutually agree as follows:

1. CAO/EcDev will perform the following duties in administering the funding:
  - a. Prepare initial Adult Grant Implementation Plan (A-GIP) including list of applicable state and federal regulations and guidance documents, attached herein.
  - b. Review applicable regulations regularly and inform DHHS/ETD of changes in regulations that change the A-GIP.
  - c. Report fiscal data to the funder as required pursuant to the A-GIP.
  - d. Monitor DHHS/ETD on program operations at least annually according to WIA, state and federal guidelines and HC-WIB policies described on the A-GIP.

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- e. Provide technical assistance on Adult eligibility, allowable use of funds and assistance determinations as needed.
2. DHHS/ETD will perform the following duties:
  - a. Coordinate with CAO/EcDev to complete the A-GIP(s), incorporated herein as ATTACHMENT A, within 4 weeks of receiving funds.
  - b. Enroll dislocated workers as participants according to the terms of the A-GIP(s).
  - c. Provide case management, training and supportive services to all enrolled participants.
  - d. Maintain complete participant files according to WIA, federal and state guidelines and HC-WIB policies outlined on the A-GIP.
  - e. Participate in operations and service delivery through the local one-stop system.
  - f. Report participant data through the Job Training Automation (JTA) system as required according to the A-GIP.
  - g. Report obligations and expenses to CAO/EcDev as required according to the A-GIP.
  - h. Provide information on participants to CAO/EcDev and the CA-EDD as needed as required according to the A-GIP.
  - i. Review applicable regulations regularly and inform CAO/EcDev of changes in regulations that change the A-GIP.
3. Term: This agreement shall run for three (3) years from the date entered into above.
4. Confidentiality, Governing Law and Amendments:
  - a. In the performance of this Agreement, CAO/EcDev and DHHS/ETD may receive confidential information. CAO/EcDev and DHHS/ETD shall comply with all laws regarding public records and confidentiality, including but not limited to, the California Public Records Act, the California Welfare and Institutions Code section 10852, California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information, and any other relevant state and federal law. To the extent permissible under the law, the Parties shall not disclose confidential information of a Participant to third parties without the Participant's written permission and shall only disclose such information to persons having responsibility under the Agreement to the extent the disclosure is necessary to the performance of the Agreement.
  - b. This Agreement is governed by the Workforce Investment Act (WIA) and the laws of the State of California.
  - c. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties.
  - d. The County Administrative Officer of Humboldt County shall resolve all disputes between the parties.
  - e. This Agreement shall terminate immediately on written notice from either party in the event the funding for it becomes unavailable. In the alternative,

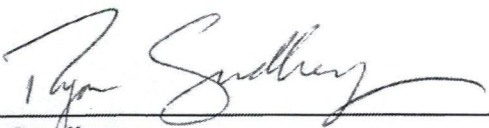


when it is anticipated that the lack of funding is temporary, the Parties may agree in writing to suspend the Agreement until such time as the funding becomes available again. Suspension of the Agreement shall not extend the term of the agreement.

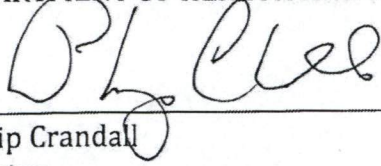
5. State and Federal Guidance: This Agreement is subject to guidance regarding use of Adult funding from the State of California Employment Development Department (CA-EDD) and the U.S. Department of Labor. Guidance may be expressed in the form of Training and Guidance Letters (TEGL's), CA-EDD Directives, and direction from the CA-EDD LWIA representative.
6. HC-WIB and DHHS Policy: This Agreement is subject to the adopted policies and procedures of the HC-WIB and DHHS, which include but are not limited to policies and procedures governing incident reporting, work experience, supportive services, individual service strategies, individual training accounts, etc.
7. Where there appear to be conflicts or contradictions between DHHS and HC-WIB policies or procedures, DHHS/ETD and CAO/EcDev will collaborate to resolve those conflicts.
8. Notices:
  - a. Any notices required to be given pursuant to this Agreement shall be made in writing, either by U.S. Mail or by email, to the respective representatives set forth below. Notice shall be effective upon placement in the stream of mail or upon sending the email. Either Party may change the name or contact information of their representative by giving three (3) days notice to the other Party.
    - i. For CAO/EcDev: Workforce Investment Board Executive Director, Humboldt County Economic Development Division, 520 E Street, Eureka, CA 95501
    - ii. For DHHS/ETD: Social Services Director, Humboldt County Department of Health and Human Services, 929 Koster Street, Eureka, CA 95501

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

#### BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Ryan Sundberg  
Chairperson  
Humboldt County Board of Supervisors

DEPARTMENT OF HEALTH AND HUMAN SERVICES



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Phillip Crandall

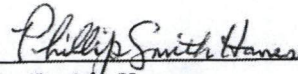
Director

Department of Health and Human Services

County of Humboldt

State of California

COUNTY ADMINISTRATIVE OFFICE



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Phillip Smith-Hanes

County Administrative Officer

County of Humboldt

State of California



**Attachment A**  
**Adult Grant Implementation Plan**

Plan #: 7

Grant Title: Adult, Formula funding

Date Funding Received: 7/1/2013 Date Funding Terminates: 6/30/2015

Sub-Grant Agreement Number: K491017, 201 & 202 Amendment:

Funding Allocation #1: \$ 8700.00 Date Available: 7/1/2013

Funding Allocation #2: \$ 335,128.00 Date Available: 10/1/2013

Total Amount of Funding: \$ 343,828.00

Number of Participants to be Served: 70

If grant limited to serving specific companies, list company names: N/A

Special Activities (if applicable): None

List the Applicable Federal and State Regulations, guidance documents, and HCWIB policies:

- Department of Labor, Employment and Training Administration, Workforce Investment Act of 1998, 20 CFR Part 652, as amended,  
<http://www.doleta.gov/usworkForce/WIA/act.cfm>
- Department of Labor, Employment and Training Administration , 20 CFR Part 652 and Parts 660 through 671, as amended  
<http://www.doleta.gov/usworkForce/WIA/act.cfm>
- Training and Guidance Letters (TEGLs), as applicable  
[http://www.doleta.gov/Seniors/html\\_docs/TEGL.cfm](http://www.doleta.gov/Seniors/html_docs/TEGL.cfm)

- State EDD Directives, as applicable  
[http://www.edd.ca.gov/Jobs\\_and\\_Training/Active\\_Directives.htm](http://www.edd.ca.gov/Jobs_and_Training/Active_Directives.htm)
- State EDD Information Notices, as applicable  
[http://www.edd.ca.gov/Jobs\\_and\\_Training/Information\\_Notices.htm](http://www.edd.ca.gov/Jobs_and_Training/Information_Notices.htm)
- HC-WIB Local Policies  
[http://www.humboldt看ib.com/partner\\_resources.php](http://www.humboldt看ib.com/partner_resources.php)

Reporting Requirements:

A. Participant Data:

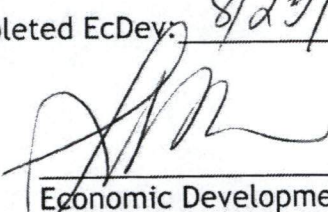
Provide monthly reports via the JTA system, as required by the state regulations.

B. Obligations and Expenses:

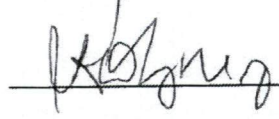
Provide monthly expenses and obligations by the 15<sup>th</sup> of the month, for the month prior, on a form provided by HC-WIB.

C. Other Information: None

Date completed EcDev: 8/29/13 Date Completed:

Agreed:  for Economic Development Division  
Economic Development Coordinator  
HC-WIB Executive Director

Date completed DHHS, SSB-ETD: 8/24/13

 for DHHS, SSB-ETD  
Director, Social Services Branch



## ATTACHMENT 2

First Amendment to the Agreement for Adult Funding 2013-2016

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE ECONOMIC DEVELOPMENT  
DIVISION OF THE COUNTY ADMINISTRATIVE OFFICE OF THE COUNTY OF HUMBOLDT  
AND  
THE EMPLOYMENT TRAINING DIVISION OF THE SOCIAL SERVICES BRANCH OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE COUNTY OF HUMBOLDT  
FOR ADULT FUNDING

This Agreement, entered into this 1<sup>st</sup> day of September, 2015, is a First Amendment to the contract executed on July 1, 2013 by and between the Economic Development Division (EcDev), County Administrative Office (CAO/EcDev) of the County of Humboldt, and the Humboldt County Department of Health and Human Services/Employment Training Division (DHHS/ETD) (collectively, the "Parties").

WHEREAS, CAO/EcDev previously received both formula and discretionary Workforce Investment Act (WIA) funding grants from the State of California, Employment Development Department (CA-EDD), and occasionally from the U.S. Department of Labor; and

WHEREAS, the Parties previously executed an agreement, effective July 1, 2013, regarding the administration of the Adult grant funds to serve long-term unemployed persons with training and re-employment services; and

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) became effective on July 1, 2015, superseding the WIA; and

WHEREAS, the CAO/EcDev will now receive funding from the CA-EDD as provided by the WIOA, Public Law 113-128 for WIOA Title 1 Adult funds; and

WHEREAS, the Parties now wish to amend certain provisions of their July 1, 2013 agreement to comport and comply with the WIOA;

NOW THEREFORE, the Parties mutually agree as follows:

1. Section 1(d) is amended to read as follows:
  - d. Monitor DHHS/ETD on program operations at least annually according to WIOA, state and federal guidelines and HC-WDB policies described on the A-GIP.
2. Section 2(d) is amended to read as follows:
  - d. Maintain complete participant files according to WIOA, federal and state guidelines and HC-WDB policies outlined on the A-GIP.
3. Section 2(f) is amended to read as follows:
  - f. Report participant data through the CalJOBS system as required according to the A-GIP.



4. Section 4(b) is amended to read as follows:
  - b. This Agreement is governed by the Workforce Innovation and Opportunity Act (WIOA) and the laws of the State of California.
5. Section 6 is amended to read as follows:

HC-WDB and DHHS Policy: This Agreement is subject to the adopted policies and procedures of the HC-WDB and DHHS, which include but are not limited to policies and procedures governing incident reporting, work experience, supportive services, individual service strategies, individual training accounts, etc.
6. Section 7 is amended to read as follows:

Where there appear to be conflicts or contradictions between DHHS and HC-WDB policies or procedures, DHHS/ETD and CAO/EcDev will collaborate to resolve those conflicts.
7. Section 8 is amended to read as follows:

Notices:

  - a. Any notices required to be given pursuant to this Agreement shall be made in writing, either by U.S. Mail or by email, to the respective representatives set forth below. Notice shall be effective upon placement in the stream of mail or upon sending the email. Either Party may change the name or contact information of their representative by giving three (3) days notice to the other Party.
    - i. For CAO/EcDev: Workforce Development Board Executive Director, Humboldt County Economic Development Division, 520 E Street, Eureka, CA 95501
    - ii. For DHHS/ETD: Social Services Director, Humboldt County Department of Health and Human Services, 929 Koster Street, Eureka, CA 95501
8. Attachment A is hereby amended to reflect the changes set forth in "Revised Attachment A", attached herein and incorporated in full.

Except as modified herein, the Agreement entered into July 1, 2013 shall remain in full force and effect.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives the day and year first above written.

BOARD OF SUPERVISORS



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Estelle Fennell  
Chairperson  
Humboldt County Board of Supervisors

DEPARTMENT OF HEALTH AND HUMAN SERVICES

---

Phillip Crandall  
Director  
Department of Health and Human Services  
County of Humboldt  
State of California

COUNTY ADMINISTRATIVE OFFICE

---

Phillip Smith-Hanes  
County Administrative Officer  
County of Humboldt  
State of California



Revised Attachment A:

## ADULT Grant Implementation Plan

Plan #: \_\_\_\_\_

Grant Title: Adult Grant

Date Funding Received: \_\_\_\_\_ Date Funding Terminates: \_\_\_\_\_

Sub-Grant Agreement Number: \_\_\_\_\_ Amendment: \_\_\_\_\_

Amount of Adult Funding: \$ \_\_\_\_\_

Number of Participants to be Served: \_\_\_\_\_

Special Activities (if applicable): \_\_\_\_\_

List the Applicable Federal and State Regulations, guidance documents:

- Training and Guidance Letters (TEGLs), as applicable  
[http://www.doleta.gov/Seniors/html\\_docs/TEGL.cfm](http://www.doleta.gov/Seniors/html_docs/TEGL.cfm)
- State EDD Directives, as applicable  
[http://www.edd.ca.gov/jobs\\_and\\_Training/Active\\_Directives.htm](http://www.edd.ca.gov/jobs_and_Training/Active_Directives.htm)
- State EDD Information Notices, as applicable  
[http://www.edd.ca.gov/jobs\\_and\\_Training/Information\\_Notices.htm](http://www.edd.ca.gov/jobs_and_Training/Information_Notices.htm)
- WIOA Law  
<http://www.doleta.gov/WIOA/docs/BILLS-113hr803enr.pdf>

Reporting Requirements:

- A. Participant Data: Provide quarterly and annual reports as required by the state regulations.
- B. Obligations and Expenses: Provide monthly expenses and obligations by the 15<sup>th</sup> of the month, for the month prior, on a form provided by HC-WDB.
- C. Other Information: \_\_\_\_\_

Date completed CAO/EcDev: \_\_\_\_\_

Agreed: \_\_\_\_\_ for Economic Development Division  
HC-WDB Executive Director

Date completed DHHS/ETD: \_\_\_\_\_

Agreed: \_\_\_\_\_ for DHHS/ETD  
Social Services Director

ATTACHMENT 3

Original Agreement for Dislocated Worker Funding 2013-2016



AGREEMENT BETWEEN THE ECONOMIC DEVELOPMENT DIVISION OF THE COUNTY  
ADMINISTRATIVE OFFICE OF THE COUNTY OF HUMBOLDT  
AND  
THE EMPLOYMENT TRAINING DIVISION OF THE SOCIAL SERVICES BRANCH OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE COUNTY OF HUMBOLDT  
FOR DISLOCATED WORKER FUNDING

This agreement is entered into this 1<sup>st</sup> day of July, 2013, by and between the Economic Development Division (EcDev), County Administrative Office (CAO/EcDev) of the County of Humboldt, and the Humboldt County Department of Health and Human Services/Employment Training Division (DHHS/ETD).

WHEREAS, CAO/EcDev annually receives both formula and discretionary Workforce Investment Act (WIA) dislocated worker (DW) funding grants from the State of California, Employment Development Department (CA-EDD), and occasionally from the U.S. Department of Labor; and

WHEREAS, the DW grant funds are intended to serve workers laid off from their jobs and in need of training and re-employment assistance; and

WHEREAS, on September 27, 2005, the Humboldt County Board of Supervisors (BOS) designated EcDev to act as the fiscal and administrative agent and Local Workforce Investment Area (LWIA) Administrator for Workforce Investment Act (WIA) funds for the County of Humboldt; and

WHEREAS, on the same date, the BOS designated DHHS/ETD to be the primary program operator for WIA-funded Dislocated Worker and Adult programs; and

WHEREAS, the Humboldt County Workforce Investment Board (HC-WIB) concurs with this arrangement of services and funding;

WHEREAS, the Humboldt County Board of Supervisors agrees with the terms of this Agreement and hereby approves the Agreement and directs the parties to comply with its terms,

NOW THEREFORE, the Parties mutually agree as follows:

1. CAO/EcDev will perform the following duties in administering the funding:
  - a. Prepare initial Dislocated Worker Grant Implementation Plan (DW-GIP) including list of applicable state and federal regulations and guidance documents, attached herein.
  - b. Review applicable regulations regularly and inform DHHS/ETD of changes in regulations that change the DW-GIP.
  - c. Report fiscal data to the funder as required pursuant to the DW-GIP.
  - d. Monitor DHHS/ETD on program operations at least annually according to WIA, state and federal guidelines and HC-WIB policies described on the DW-GIP.

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- e. Provide technical assistance on dislocated worker eligibility, allowable use of funds and assistance determinations as needed.
2. DHHS/ETD will perform the following duties:
- a. Coordinate with CAO/EcDev to complete the DW-GIP(s), incorporated herein as ATTACHMENT A, within 4 weeks of receiving funds.
  - b. Enroll dislocated workers as participants according to the terms of the DW-GIP(s).
  - c. Provide case management, training and supportive services to all enrolled participants.
  - d. Maintain complete participant files according to WIA, federal and state guidelines and HC-WIB policies outlined on the DW-GIP.
  - e. Participate in operations and service delivery through the local one-stop system.
  - f. Report participant data through the Job Training Automation (JTA) system as required according to the DW-GIP.
  - g. Report obligations and expenses to CAO/EcDev as required according to the DW-GIP.
  - h. Provide information on participants to CAO/EcDev and the CA-EDD as needed as required according to the DW-GIP.
  - i. Review applicable regulations regularly and inform CAO/EcDev of changes in regulations that change the DW-GIP.
3. Term: This agreement shall run for three (3) years from the date entered into above.
4. Confidentiality, Governing Law and Amendments:
- a. In the performance of this Agreement, CAO/EcDev and DHHS/ETD may receive confidential information. CAO/EcDev and DHHS/ETD shall comply with all laws regarding public records and confidentiality, including but not limited to, the California Public Records Act, the California Welfare and Institutions Code section 10852, California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information, and any other relevant state and federal law. To the extent permissible under the law, the Parties shall not disclose confidential information of a Participant to third parties without the Participant's written permission and shall only disclose such information to persons having responsibility under the Agreement to the extent the disclosure is necessary to the performance of the Agreement.
  - b. This Agreement is governed by the Workforce Investment Act (WIA) and the laws of the State of California.
  - c. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties.
  - d. The County Administrative Officer of Humboldt County shall resolve all disputes between the parties.
  - e. This Agreement shall terminate immediately on written notice from either party in the event the funding for it becomes unavailable. In the alternative,

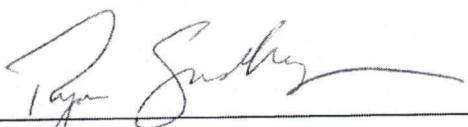


when it is anticipated that the lack of funding is temporary, the Parties may agree in writing to suspend the Agreement until such time as the funding becomes available again. Suspension of the Agreement shall not extend the term of the agreement.

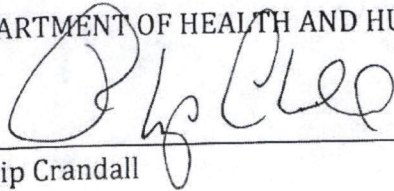
5. State and Federal Guidance: This Agreement is subject to guidance regarding use of dislocated worker funding from the State of California Employment Development Department (CA-EDD) and the U.S. Department of Labor. Guidance may be expressed in the form of Training and Guidance Letters (TEGL's), CA-EDD Directives, and direction from the CA-EDD LWIA representative.
6. HC-WIB and DHHS Policy: This Agreement is subject to the adopted policies and procedures of the HC-WIB and DHHS, which include but are not limited to policies and procedures governing incident reporting, work experience, supportive services, individual service strategies, individual training accounts, etc.
7. Where there appear to be conflicts or contradictions between DHHS and HC-WIB policies or procedures, DHHS/ETD and CAO/EcDev will collaborate to resolve those conflicts.
8. Notices:
  - a. Any notices required to be given pursuant to this Agreement shall be made in writing, either by U.S. Mail or by email, to the respective representatives set forth below. Notice shall be effective upon placement in the stream of mail or upon sending the email. Either Party may change the name or contact information of their representative by giving three (3) days notice to the other Party.
    - i. For CAO/EcDev: Workforce Investment Board Executive Director, Humboldt County Economic Development Division, 520 E Street, Eureka, CA 95501
    - ii. For DHHS/ETD: Social Services Director, Humboldt County Department of Health and Human Services, 929 Koster Street, Eureka, CA 95501

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Ryan Sundberg  
Chairperson  
Humboldt County Board of Supervisors

DEPARTMENT OF HEALTH AND HUMAN SERVICES



Phillip Crandall

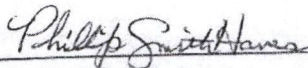
Director

Department of Health and Human Services

County of Humboldt

State of California

COUNTY ADMINISTRATIVE OFFICE



Phillip Smith-Hanes

County Administrative Officer

County of Humboldt

State of California



**Attachment A**  
**Dislocated Worker Grant Implementation Plan**

Plan #: 7

Grant Title: Dislocated Worker, Formula funding

Date Funding Received: 7/1/2013 Date Funding Terminates: 6/30/2015

Sub-Grant Agreement Number: K491017, 501 & 502 Amendment:

Funding Allocation #1: \$34,066.00 Date Available: 7/1/2013

Funding Allocation #2: \$302,788.00 Date Available: 10/1/2013

Total Amount of Funding: \$ 336,854.00

Number of Participants to be Served: 69

If grant limited to serving specific companies, list company names: N/A

Special Activities (if applicable): None

List the Applicable Federal and State Regulations, guidance documents, and HCWIB policies:

- Department of Labor, Employment and Training Administration, Workforce Investment Act of 1998, 20 CFR Part 652, as amended,  
<http://www.doleta.gov/usworkForce/WIA/act.cfm>
- Department of Labor, Employment and Training Administration, 20 CFR Part 652 and Parts 660 through 671, as amended  
<http://www.doleta.gov/usworkForce/WIA/act.cfm>
- Training and Guidance Letters (TEGLs), as applicable  
[http://www.doleta.gov/Seniors/html\\_docs/TEGL.cfm](http://www.doleta.gov/Seniors/html_docs/TEGL.cfm)

- State EDD Directives, as applicable  
[http://www.edd.ca.gov/Jobs\\_and\\_Training/Active\\_Directives.htm](http://www.edd.ca.gov/Jobs_and_Training/Active_Directives.htm)
- State EDD Information Notices, as applicable  
[http://www.edd.ca.gov/Jobs\\_and\\_Training/Information\\_Notices.htm](http://www.edd.ca.gov/Jobs_and_Training/Information_Notices.htm)
- HC-WIB Local Policies  
[http://www.humboldt看ib.com/partner\\_resources.php](http://www.humboldt看ib.com/partner_resources.php)

Reporting Requirements:

A. Participant Data:

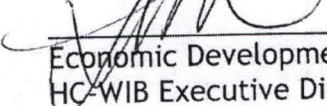
Provide monthly reports via the JTA system, as required by the state regulations.

B. Obligations and Expenses:

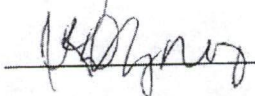
Provide monthly expenses and obligations by the 15<sup>th</sup> of the month, for the month prior, on a form provided by HC-WIB.

C. Other Information: None

Date completed EcDev: 8/23/13 Date Completed:

Agreed:  for Economic Development Division  
Economic Development Coordinator  
HC-WIB Executive Director

Date completed DHHS, SSB-ETD: 8/26/13

 for DHHS, SSB-ETD  
Director, Social Services Branch

## ATTACHMENT 4

First Amendment to the Agreement for Dislocated Worker Funding 2013-2016



FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE ECONOMIC DEVELOPMENT  
DIVISION OF THE COUNTY ADMINISTRATIVE OFFICE OF THE COUNTY OF HUMBOLDT  
AND  
THE EMPLOYMENT TRAINING DIVISION OF THE SOCIAL SERVICES BRANCH OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE COUNTY OF HUMBOLDT  
FOR DISLOCATED WORKER FUNDING

This Agreement, entered into this 1<sup>st</sup> day of September, 2015, is a First Amendment to the contract executed on July 1, 2013 by and between the Economic Development Division (EcDev), County Administrative Office (CAO/EcDev) of the County of Humboldt, and the Humboldt County Department of Health and Human Services/Employment Training Division (DHHS/ETD) (collectively, the "Parties").

WHEREAS, CAO/EcDev previously received both formula and discretionary Workforce Investment Act (WIA) funding grants from the State of California, Employment Development Department (CA-EDD), and occasionally from the U.S. Department of Labor; and

WHEREAS, the Parties previously executed an agreement, effective July 1, 2013, regarding the administration of the Dislocated Worker grant funds to serve workers laid off from their jobs and in need of training and re-employment assistance; and

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) became effective on July 1, 2015, superseding the WIA; and

WHEREAS, the CAO/EcDev will now receive funding from the CA-EDD as provided by the WIOA, Public Law 113-128 for WIOA Title 1 Dislocated Worker funds; and

WHEREAS, the Parties now wish to amend certain provisions of their July 1, 2013 agreement to comport and comply with the WIOA;

NOW THEREFORE, the Parties mutually agree as follows:

1. Section 1(d) is amended to read as follows:
  - d. Monitor DHHS/ETD on program operations at least annually according to WIOA, state and federal guidelines and HC-WDB policies described on the DW-GIP.
2. Section 2(d) is amended to read as follows:
  - d. Maintain complete participant files according to WIOA, federal and state guidelines and HC-WDB policies outlined on the A-GIP.
3. Section 2(f) is amended to read as follows:

- f. Report participant data through the CalJOBS system as required according to the A-GIP.
- 4. Section 4(b) is amended to read as follows:
  - b. This Agreement is governed by the Workforce Innovation and Opportunity Act (WIOA) and the laws of the State of California.
- 5. Section 6 is amended to read as follows:

HC-WDB and DHHS Policy: This Agreement is subject to the adopted policies and procedures of the HC-WDB and DHHS, which include but are not limited to policies and procedures governing incident reporting, work experience, supportive services, individual service strategies, individual training accounts, etc.
- 6. Section 7 is amended to read as follows:

Where there appear to be conflicts or contradictions between DHHS and HC-WDB policies or procedures, DHHS/ETD and CAO/EcDev will collaborate to resolve those conflicts.
- 7. Section 8 is amended to read as follows:

Notices:

  - a. Any notices required to be given pursuant to this Agreement shall be made in writing, either by U.S. Mail or by email, to the respective representatives set forth below. Notice shall be effective upon placement in the stream of mail or upon sending the email. Either Party may change the name or contact information of their representative by giving three (3) days notice to the other Party.
    - i. For CAO/EcDev: Workforce Development Board Executive Director, Humboldt County Economic Development Division, 520 E Street, Eureka, CA 95501
    - ii. For DHHS/ETD: Social Services Director, Humboldt County Department of Health and Human Services, 929 Koster Street, Eureka, CA 95501
- 8. Attachment A is hereby amended to reflect the changes set forth in "Revised Attachment A", attached herein and incorporated in full.

Except as modified herein, the Agreement entered into July 1, 2013 shall remain in full force and effect.

**[SIGNATURE PAGE FOLLOWS]**



BOARD OF SUPERVISORS



---

Estelle Fennell  
Chairperson  
Humboldt County Board of Supervisors

DEPARTMENT OF HEALTH AND HUMAN SERVICES

---

Phillip Crandall  
Director  
Department of Health and Human Services  
County of Humboldt  
State of California

COUNTY ADMINISTRATIVE OFFICE

---

Phillip Smith-Hanes  
County Administrative Officer  
County of Humboldt  
State of California

Revised ATTACHMENT A:

## DISLOCATED WORKER Grant Implementation Plan

Plan #: \_\_\_\_\_

Grant Title: DISLOCATED WORKER Grant

Date Funding Received: \_\_\_\_\_ Date Funding Terminates: \_\_\_\_\_

Sub-Grant Agreement Number: \_\_\_\_\_ Amendment: \_\_\_\_\_

Amount of DISLOCATED WORKER Funding: \$ \_\_\_\_\_

Number of Participants to be Served: \_\_\_\_\_

Industry/Companies (if applicable): \_\_\_\_\_

List the Applicable Federal and State Regulations, guidance documents, and HC-WDB policies:

- Training and Guidance Letters (TEGLs), as applicable  
[http://www.doleta.gov/Seniors/html\\_docs/TEGL.cfm](http://www.doleta.gov/Seniors/html_docs/TEGL.cfm)
- State EDD Directives, as applicable  
[http://www.edd.ca.gov/Jobs\\_and\\_Training/Active\\_Directives.htm](http://www.edd.ca.gov/Jobs_and_Training/Active_Directives.htm)
- State EDD Information Notices, as applicable  
[http://www.edd.ca.gov/Jobs\\_and\\_Training/Information\\_Notices.htm](http://www.edd.ca.gov/Jobs_and_Training/Information_Notices.htm)
- WIOA Law  
<http://www.doleta.gov/WIOA/docs/BILLS-113hr803enr.pdf>

### Reporting Requirements:

- A. Participant Data: Provide quarterly and annual reports as required by the state regulations.
- B. Obligations and Expenses: Provide monthly expenses and obligations by the 15<sup>th</sup> of the month, for the month prior, on a form provided by HC-WDB.
- C. Other Information: \_\_\_\_\_

Date completed CAO/EcDev: \_\_\_\_\_

Agreed: \_\_\_\_\_ for Economic Development Division  
HC-WDB Executive Director

Date completed DHHS/ETD: \_\_\_\_\_

Agreed: \_\_\_\_\_ for DHHS/ETD  
Social Services Director



## ATTACHMENT 5

Original Agreement for Rapid Response Funding 2013-2016

AGREEMENT BETWEEN THE ECONOMIC DEVELOPMENT DIVISION OF THE COUNTY  
ADMINISTRATIVE OFFICE OF THE COUNTY OF HUMBOLDT  
AND  
THE EMPLOYMENT TRAINING DIVISION OF THE SOCIAL SERVICES BRANCH OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE COUNTY OF HUMBOLDT  
FOR RAPID RESPONSE FUNDING

This agreement is entered into this 1<sup>st</sup> day of July, 2013, by and between the Economic Development Division (EcDev), County Administrative Office (CAO/EcDev) of the County of Humboldt, and the Humboldt County Department of Health and Human Services/Employment Training Division (DHHS/ETD).

WHEREAS, CAO/EcDev annually receives both formula and discretionary Workforce Investment Act (WIA) funding grants from the State of California, Employment Development Department (CA-EDD), and occasionally from the U.S. Department of Labor; and

WHEREAS, the Rapid Response (RR) WIA grant funds are intended for working with employers to prevent layoff events or respond to layoff events and producing and disseminating labor market information; and

WHEREAS, on September 27, 2005, the Humboldt County Board of Supervisors (BOS) designated EcDev to act as the fiscal and administrative agent and Local Workforce Investment Area (LWIA) Administrator for Workforce Investment Act (WIA) funds for the County of Humboldt; and

WHEREAS, DHHS/ETD provide some services in the Rapid Response team;

WHEREAS, the Humboldt County Workforce Investment Board (HC-WIB) has determined the annual allocation of RR funding;

WHEREAS, the Humboldt County Board of Supervisors agrees with the terms of this Agreement and hereby approves the Agreement and directs the parties to comply with its terms,

NOW THEREFORE, the Parties mutually agree as follows:

1. CAO/EcDev will perform the following duties in administering the funding:
  - a. Prepare initial Rapid Response Grant Implementation Plan (RR-GIP) including list of applicable state and federal regulations and guidance documents, attached herein.
  - b. Review applicable regulations regularly and inform DHHS/ETD of changes in regulations that change the RR-GIP.
  - c. Report fiscal data to the funder as required pursuant to the RR-GIP.
  - d. Monitor DHHS/ETD on program operations at least annually according to WIA, state and federal guidelines and HC-WIB policies described on the RR-GIP.

RECEIVED  
8/29/13




- e. Provide technical assistance on allowable use of RR funds and assistance determinations as needed.
2. DHHS/ETD will perform the following duties:
- a. Coordinate with CAO/EcDev to complete the RR-GIP(s), incorporated herein as ATTACHMENT A, within 4 weeks of receiving funds.
  - b. Enroll dislocated workers as participants according to the terms of the RR-GIP(s).
  - c. Provide case management, training and supportive services to all enrolled participants.
  - d. Maintain complete participant files according to WIA, federal and state guidelines and HC-WIB policies outlined on the RR-GIP.
  - e. Participate in operations and service delivery through the local one-stop system.
  - f. Report participant data through the Job Training Automation (JTA) system as required according to the RR-GIP.
  - g. Report obligations and expenses to CAO/EcDev as required according to the RR-GIP.
  - h. Provide information on participants to CAO/EcDev and the CA-EDD as needed as required according to the RR-GIP.
  - i. Review applicable regulations regularly and inform CAO/EcDev of changes in regulations that change the RR-GIP.
3. Term: This agreement shall run for three (3) years from the date entered into above.
4. Confidentiality, Governing Law and Amendments:
- a. In the performance of this Agreement, CAO/EcDev and DHHS/ETD may receive confidential information. CAO/EcDev and DHHS/ETD shall comply with all laws regarding public records and confidentiality, including but not limited to, the California Public Records Act, the California Welfare and Institutions Code section 10852, California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information, and any other relevant state and federal law. To the extent permissible under the law, the Parties shall not disclose confidential information of a Participant to third parties without the Participant's written permission and shall only disclose such information to persons having responsibility under the Agreement to the extent the disclosure is necessary to the performance of the Agreement.
  - b. This Agreement is governed by the Workforce Investment Act (WIA) and the laws of the State of California.
  - c. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties.
  - d. The County Administrative Officer of Humboldt County shall resolve all disputes between the parties.
  - e. This Agreement shall terminate immediately on written notice from either party in the event the funding for it becomes unavailable. In the alternative,

when it is anticipated that the lack of funding is temporary, the Parties may agree in writing to suspend the Agreement until such time as the funding becomes available again. Suspension of the Agreement shall not extend the term of the agreement.

5. State and Federal Guidance: This Agreement is subject to guidance regarding use of RR funding from the State of California Employment Development Department (CA-EDD) and the U.S. Department of Labor. Guidance may be expressed in the form of Training and Guidance Letters (TEGL's), CA-EDD Directives, and direction from the CA-EDD LWIA representative.
6. HC-WIB and DHHS Policy: This Agreement is subject to the adopted policies and procedures of the HC-WIB and DHHS, which include but are not limited to policies and procedures governing incident reporting, work experience, supportive services, individual service strategies, individual training accounts, etc.
7. Where there appear to be conflicts or contradictions between DHHS and HC-WIB policies or procedures, DHHS/ETD and CAO/EcDev will collaborate to resolve those conflicts.
8. Notices:
  - a. Any notices required to be given pursuant to this Agreement shall be made in writing, either by U.S. Mail or by email, to the respective representatives set forth below. Notice shall be effective upon placement in the stream of mail or upon sending the email. Either Party may change the name or contact information of their representative by giving three (3) days notice to the other Party.
    - i. For CAO/EcDev: Workforce Investment Board Executive Director, Humboldt County Economic Development Division, 520 E Street, Eureka, CA 95501
    - ii. For DHHS/ETD: Social Services Director, Humboldt County Department of Health and Human Services, 929 Koster Street, Eureka, CA 95501

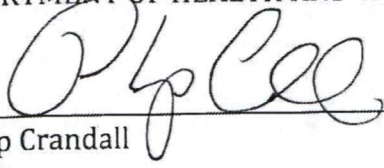
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Ryan Sundberg  
Chairperson  
Humboldt County Board of Supervisors



DEPARTMENT OF HEALTH AND HUMAN SERVICES



Phillip Crandall

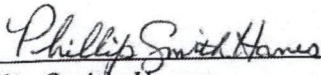
Director

Department of Health and Human Services

County of Humboldt

State of California

COUNTY ADMINISTRATIVE OFFICE



Phillip Smith-Hanes

County Administrative Officer

County of Humboldt

State of California

**Attachment A**  
**Rapid Response Grant Implementation Plan**

Plan #: 6

Grant Title: Rapid Response Grant

Date Funding Received: 7/1/2013 Date Funding Terminates: 6/30/2015

Sub-Grant Agreement Number: K491017, 540 & 541 Amendment:

Funding Allocation #1: \$9,267.30 Available 7/1/2013

Funding Allocation #2: \$36,388.70 Available 10/1/2013

Total Amount of Funding: \$45,656.00

Number of Participants to be Served: N/A

If grant limited to serving specific companies, list company names: N/A

Special Activities (if applicable): None

List the Applicable Federal and State Regulations, guidance documents, and HCWIB policies:

- Department of Labor, Employment and Training Administration, Workforce Investment Act of 1998, 20 CFR Part 652, as amended,  
<http://www.doleta.gov/usworkForce/WIA/act.cfm>
- Department of Labor, Employment and Training Administration , 20 CFR Part 652 and Parts 660 through 671, as amended  
<http://www.doleta.gov/usworkForce/WIA/act.cfm>
- Training and Guidance Letters (TEGLs), as applicable  
[http://www.doleta.gov/Seniors/html\\_docs/TEGL.cfm](http://www.doleta.gov/Seniors/html_docs/TEGL.cfm)



- State EDD Directives, as applicable  
[http://www.edd.ca.gov/Jobs\\_and\\_Training/Active\\_Directives.htm](http://www.edd.ca.gov/Jobs_and_Training/Active_Directives.htm)
- State EDD Information Notices, as applicable  
[http://www.edd.ca.gov/Jobs\\_and\\_Training/Information\\_Notices.htm](http://www.edd.ca.gov/Jobs_and_Training/Information_Notices.htm)
- HC-WIB Local Policies  
[http://www.humboldt看ib.com/partner\\_resources.php](http://www.humboldt看ib.com/partner_resources.php)

Reporting Requirements:

A. Participant Data:

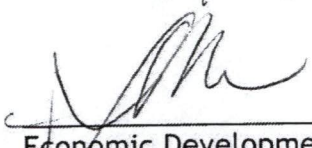
Provide monthly reports via the JTA system, as required by the state regulations.

B. Obligations and Expenses:

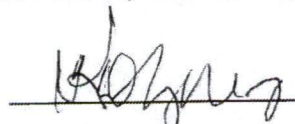
Provide monthly expenses and obligations by the 15<sup>th</sup> of the month, for the month prior, on a form provided by HC-WIB.

C. Other Information: None

Date completed EcDev: 8/23/13 Date Completed:

Agreed:  for Economic Development Division  
Economic Development Coordinator  
HC-WIB Executive Director

Date completed DHHS, SSB-ETD: 8/26/13

 for DHHS, SSB-ETD  
Director, Social Services Branch

## ATTACHMENT 6

First Amendment to the Agreement for Rapid Response Funding 2013-2016



FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE ECONOMIC DEVELOPMENT  
DIVISION OF THE COUNTY ADMINISTRATIVE OFFICE OF THE COUNTY OF HUMBOLDT  
AND  
THE EMPLOYMENT TRAINING DIVISION OF THE SOCIAL SERVICES BRANCH OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE COUNTY OF HUMBOLDT  
FOR RAPID RESPONSE FUNDING

This Agreement, entered into this 1<sup>st</sup> day of September, 2015, is a First Amendment to the contract executed on July 1, 2013 by and between the Economic Development Division (EcDev), County Administrative Office (CAO/EcDev) of the County of Humboldt, and the Humboldt County Department of Health and Human Services/Employment Training Division (DHHS/ETD) (collectively, the "Parties").

WHEREAS, CAO/EcDev previously received both formula and discretionary Workforce Investment Act (WIA) funding grants from the State of California, Employment Development Department (CA-EDD), and occasionally from the U.S. Department of Labor; and

WHEREAS, the Parties previously executed an agreement, effective July 1, 2013, regarding the administration of the Rapid Response grant funds that are intended for working with employers to prevent layoff events or respond to layoff events and producing and disseminating labor market information; and

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) became effective on July 1, 2015, superseding the WIA; and

WHEREAS, the CAO/EcDev will now receive funding from the CA-EDD as provided by the WIOA, Public Law 113-128 for WIOA Title 1 Rapid Response funds; and

WHEREAS, the Parties now wish to amend certain provisions of their July 1, 2013 agreement to comport and comply with the WIOA;

NOW THEREFORE, the Parties mutually agree as follows:

1. Section 1(d) is amended to read as follows:
  - d. Monitor DHHS/ETD on program operations at least annually according to WIOA, state and federal guidelines and HC-WDB policies described on the RR-GIP.
2. Section 2(d) is amended to read as follows:
  - d. Maintain complete participant files according to WIOA, federal and state guidelines and HC-WDB policies outlined on the RR-GIP.
3. Section 2(f) is amended to read as follows:

- f. Report participant data through the CalJOBS system as required according to the RR-GIP.
4. Section 4(b) is amended to read as follows:
  - b. This Agreement is governed by the Workforce Innovation and Opportunity Act (WIOA) and the laws of the State of California.
5. Section 6 is amended to read as follows:

HC-WDB and DHHS Policy: This Agreement is subject to the adopted policies and procedures of the HC-WDB and DHHS, which include but are not limited to policies and procedures governing incident reporting, work experience, supportive services, individual service strategies, individual training accounts, etc.
6. Section 7 is amended to read as follows:

Where there appear to be conflicts or contradictions between DHHS and HC-WDB policies or procedures, DHHS/ETD and CAO/EcDev will collaborate to resolve those conflicts.
7. Section 8 is amended to read as follows:

Notices:

  - a. Any notices required to be given pursuant to this Agreement shall be made in writing, either by U.S. Mail or by email, to the respective representatives set forth below. Notice shall be effective upon placement in the stream of mail or upon sending the email. Either Party may change the name or contact information of their representative by giving three (3) days notice to the other Party.
    - i. For CAO/EcDev: Workforce Development Board Executive Director, Humboldt County Economic Development Division, 520 E Street, Eureka, CA 95501
    - ii. For DHHS/ETD: Social Services Director, Humboldt County Department of Health and Human Services, 929 Koster Street, Eureka, CA 95501
8. Attachment A is hereby amended to reflect the changes set forth in "Revised Attachment A", attached herein and incorporated in full.

Except as modified herein, the Agreement entered into July 1, 2013 shall remain in full force and effect.

**[SIGNATURE PAGE FOLLOWS]**



BOARD OF SUPERVISORS



---

Estelle Fennell  
Chairperson  
Humboldt County Board of Supervisors

DEPARTMENT OF HEALTH AND HUMAN SERVICES

---

Phillip Crandall  
Director  
Department of Health and Human Services  
County of Humboldt  
State of California

COUNTY ADMINISTRATIVE OFFICE

---

Phillip Smith-Hanes  
County Administrative Officer  
County of Humboldt  
State of California

## Rapid Response Grant Implementation Plan

Plan #: \_\_\_\_\_

Grant Title: Rapid Response Grant

Date Funding Received: \_\_\_\_\_ Date Funding Terminates: \_\_\_\_\_

Sub-Grant Agreement Number: \_\_\_\_\_ Amendment: \_\_\_\_\_

Amount of Rapid Response Funding: \$ \_\_\_\_\_

Number of Participants to be Served: \_\_\_\_\_

Special Activities (if applicable): \_\_\_\_\_

List the Applicable Federal and State Regulations, guidance documents, and HC-WDB policies:

- Training and Guidance Letters (TEGLs), as applicable  
[http://www.doleta.gov/Seniors/html\\_docs/TEGL.cfm](http://www.doleta.gov/Seniors/html_docs/TEGL.cfm)
- State EDD Directives, as applicable  
[http://www.edd.ca.gov/jobs\\_and\\_Training/Active\\_Directives.htm](http://www.edd.ca.gov/jobs_and_Training/Active_Directives.htm)
- State EDD Information Notices, as applicable  
[http://www.edd.ca.gov/jobs\\_and\\_Training/Information\\_Notices.htm](http://www.edd.ca.gov/jobs_and_Training/Information_Notices.htm)
- WIOA Law  
<http://www.doleta.gov/WIOA/docs/BILLS-113hr803enr.pdf>

### Reporting Requirements:

- A. Participant Data: Provide quarterly and annual reports as required by the state regulations.
- B. Obligations and Expenses: Provide monthly expenses and obligations by the 15<sup>th</sup> of the month, for the month prior, on a form provided by HC-WDB.
- C. Other Information: \_\_\_\_\_

Date completed CAO/EcDev: \_\_\_\_\_

Agreed: \_\_\_\_\_ for Economic Development Division  
HC-WDB Executive Director

Date completed DHHS/ETD: \_\_\_\_\_

Agreed: \_\_\_\_\_ for DHHS/ETD  
Social Services Director



ATTACHMENT 7

Original Agreement for Youth Funding 2013-2016

AGREEMENT BETWEEN THE ECONOMIC DEVELOPMENT DIVISION OF THE COUNTY  
ADMINISTRATIVE OFFICE OF THE COUNTY OF HUMBOLDT  
AND  
THE EMPLOYMENT TRAINING DIVISION OF THE SOCIAL SERVICES BRANCH OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE COUNTY OF HUMBOLDT  
FOR YOUTH FUNDING

This agreement is entered into this 1<sup>st</sup> day of July, 2013, by and between the Economic Development Division (EcDev), County Administrative Office (CAO/EcDev) of the County of Humboldt, and the Humboldt County Department of Health and Human Services/Employment Training Division (DHHS/ETD).

WHEREAS, CAO/EcDev annually receives both formula and discretionary Workforce Investment Act (WIA) youth funding grants from the State of California, Employment Development Department (CA-EDD), and occasionally from the U.S. Department of Labor; and

WHEREAS, the Youth WIA grant funds are intended for low-income youth qualifying as defined by the WIA Youth Program; and

WHEREAS, on September 27, 2005, the Humboldt County Board of Supervisors (BOS) designated EcDev to act as the fiscal and administrative agent and Local Workforce Investment Area (LWIA) Administrator for Workforce Investment Act (WIA) funds for the County of Humboldt; and

WHEREAS, the Humboldt County Workforce Investment Board (HC-WIB) Youth Council selected DHHS/ETD to provide technical assistance for the WIA Youth programs, and determined the funding allocation methodology;

WHEREAS, the Humboldt County Board of Supervisors agrees with the terms of this Agreement and hereby approves the Agreement and directs the parties to comply with its terms,

NOW THEREFORE, the Parties mutually agree as follows:

1. CAO/EcDev will perform the following duties in administering the funding:
  - a. Prepare initial Youth Grant Implementation Plan (Y-GIP) including list of applicable state and federal regulations and guidance documents, attached herein.
  - b. Review applicable regulations regularly and inform DHHS/ETD of changes in regulations that change the Y-GIP.
  - c. Report fiscal data to the funder as required pursuant to the Y-GIP.
  - d. Monitor DHHS/ETD on program operations at least annually according to WIA, state and federal guidelines and HC-WIB policies described on the Y-GIP.
  - e. Provide technical assistance on Youth eligibility, allowable use of funds and assistance determinations as needed.

RECEIVED  
8/29/13



2. DHHS/ETD will perform the following duties:
  - a. Coordinate with CAO/EcDev to complete the Y-GIP(s), incorporated herein as ATTACHMENT A, within 4 weeks of receiving funds.
  - b. Enroll dislocated workers as participants according to the terms of the Y-GIP(s).
  - c. Provide case management, training and supportive services to all enrolled participants.
  - d. Maintain complete participant files according to WIA, federal and state guidelines and HC-WIB policies outlined on the Y-GIP.
  - e. Participate in operations and service delivery through the local one-stop system.
  - f. Report participant data through the Job Training Automation (JTA) system as required according to the Y-GIP.
  - g. Report obligations and expenses to CAO/EcDev as required according to the Y-GIP.
  - h. Provide information on participants to CAO/EcDev and the CA-EDD as needed as required according to the Y-GIP.
  - i. Review applicable regulations regularly and inform CAO/EcDev of changes in regulations that change the Y-GIP.
3. Term: This agreement shall run for three (3) years from the date entered into above.
4. Confidentiality, Governing Law and Amendments:
  - a. In the performance of this Agreement, CAO/EcDev and DHHS/ETD may receive confidential information. CAO/EcDev and DHHS/ETD shall comply with all laws regarding public records and confidentiality, including but not limited to, the California Public Records Act, the California Welfare and Institutions Code section 10852, California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information, and any other relevant state and federal law. To the extent permissible under the law, the Parties shall not disclose confidential information of a Participant to third parties without the Participant's written permission and shall only disclose such information to persons having responsibility under the Agreement to the extent the disclosure is necessary to the performance of the Agreement.
  - b. This Agreement is governed by the Workforce Investment Act (WIA) and the laws of the State of California.
  - c. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties.
  - d. The County Administrative Officer of Humboldt County shall resolve all disputes between the parties.
  - e. This Agreement shall terminate immediately on written notice from either party in the event the funding for it becomes unavailable. In the alternative, when it is anticipated that the lack of funding is temporary, the Parties may agree in writing to suspend the Agreement until such time as the funding

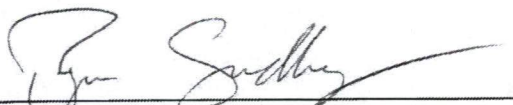


becomes available again. Suspension of the Agreement shall not extend the term of the agreement.

5. State and Federal Guidance: This Agreement is subject to guidance regarding use of youth funding from the State of California Employment Development Department (CA-EDD) and the U.S. Department of Labor. Guidance may be expressed in the form of Training and Guidance Letters (TEGL's), CA-EDD Directives, and direction from the CA-EDD LWIA representative.
6. HC-WIB and DHHS Policy: This Agreement is subject to the adopted policies and procedures of the HC-WIB and DHHS, which include but are not limited to policies and procedures governing incident reporting, work experience, supportive services, individual service strategies, individual training accounts, etc.
7. Where there appear to be conflicts or contradictions between DHHS and HC-WIB policies or procedures, DHHS/ETD and CAO/EcDev will collaborate to resolve those conflicts.
8. Notices:
  - a. Any notices required to be given pursuant to this Agreement shall be made in writing, either by U.S. Mail or by email, to the respective representatives set forth below. Notice shall be effective upon placement in the stream of mail or upon sending the email. Either Party may change the name or contact information of their representative by giving three (3) days notice to the other Party.
    - i. For CAO/EcDev: Workforce Investment Board Executive Director, Humboldt County Economic Development Division, 520 E Street, Eureka, CA 95501
    - ii. For DHHS/ETD: Social Services Director, Humboldt County Department of Health and Human Services, 929 Koster Street, Eureka, CA 95501

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

#### BOARD OF SUPERVISORS

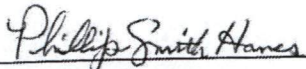
  
\_\_\_\_\_  
Ryan Sundberg  
Chairperson  
Humboldt County Board of Supervisors

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES



Phillip Crandall  
Director  
Department of Health and Human Services  
County of Humboldt  
State of California

COUNTY ADMINISTRATIVE OFFICE



Phillip Smith-Hanes  
County Administrative Officer  
County of Humboldt  
State of California

**Attachment A**  
**Youth Funding Grant Implementation Plan**

Plan #: 3

Grant Title: Youth, Formula funding

Date Funding Received: 7/1/2013 Date Funding Terminates: 6/30/2015

Sub-Grant Agreement Number: K491017, 301 Amendment:

Amount of Youth Funding: \$19,420.20

Number of Participants to be Served: N/A

If grant limited to serving specific companies, list company names: N/A

Special Activities (if applicable): None

List the Applicable Federal and State Regulations, guidance documents, and HCWIB policies:

- Department of Labor, Employment and Training Administration, Workforce Investment Act of 1998, 20 CFR Part 652, as amended,  
<http://www.doleta.gov/usworkForce/WIA/act.cfm>
- Department of Labor, Employment and Training Administration , 20 CFR Part 652 and Parts 660 through 671, as amended  
<http://www.doleta.gov/usworkForce/WIA/act.cfm>
- Training and Guidance Letters (TEGLs), as applicable  
[http://www.doleta.gov/Seniors/html\\_docs/TEGL.cfm](http://www.doleta.gov/Seniors/html_docs/TEGL.cfm)
- State EDD Directives, as applicable  
[http://www.edd.ca.gov/Jobs\\_and\\_Training/Active\\_Directives.htm](http://www.edd.ca.gov/Jobs_and_Training/Active_Directives.htm)
- State EDD Information Notices, as applicable  
[http://www.edd.ca.gov/Jobs\\_and\\_Training/Information\\_Notices.htm](http://www.edd.ca.gov/Jobs_and_Training/Information_Notices.htm)



- HC-WIB Local Policies

[http://www.humboldt看ib.com/partner\\_resources.php](http://www.humboldt看ib.com/partner_resources.php)

Reporting Requirements:

A. Participant Data:

Provide monthly reports via the JTA system, as required by the state regulations.

B. Obligations and Expenses:

Provide monthly expenses and obligations by the 15<sup>th</sup> of the month, for the month prior, on a form provided by HC-WIB.

C. Other Information: None

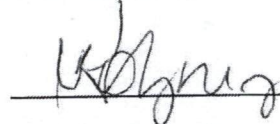
Date completed EcDev: 8/13/13 Date Completed:

Agreed:



\_\_\_\_\_ for Economic Development Division  
Economic Development Coordinator  
HC-WIB Executive Director

Date completed DHHS, SSB-ETD: 8/26/13



\_\_\_\_\_ for DHHS, SSB-ETD  
Director, Social Services Branch

## ATTACHMENT 8

First Amendment to the Agreement for Youth Funding 2013-2016

## ATTACHMENT B

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE ECONOMIC DEVELOPMENT  
DIVISION OF HUMBOLDT COUNTY ADMINISTRATIVE OFFICE  
AND  
THE EMPLOYMENT TRAINING DIVISION OF THE SOCIAL SERVICES BRANCH OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OF THE COUNTY OF HUMBOLDT FOR YOUTH FUNDING

This Agreement, entered into this 23rd day of June, 2014, is a First Amendment to the contract executed on July 1, 2013 by and between the Economic Development Division of the Humboldt County Administrative Office (CAO/EcDev) and the Employment Training Division of the Humboldt County Department of Health and Human Services (DHHS/ETD).

WHEREAS, on September 27, 2005, the Humboldt County Board of Supervisors (BOS) designated CAO/EcDev to act as the fiscal and administrative agent and Local Workforce Investment Area (LWIA) Administrator for Workforce Investment Act (WIA) funds for the County of Humboldt; and

WHEREAS, CAO/EcDev annually receives both formula and discretionary WIA Youth funding grants from the State of California, Employment Development Department (CA-EDD), and occasionally from the U.S. Department of Labor; and

WHEREAS, the grant funds are intended for low-income youth qualifying as defined by the WIA Youth Program; and

WHEREAS, the Humboldt County Board of Supervisors approved a contract between the Parties for DHHS/ETD to provide technical assistance to the youth program on July 1, 2013; and

WHEREAS, the CAO/EcDev periodically needs vocational counselors familiar with WIA youth program guidelines to provide services to WIA-enrolled youth when another suitable contractor is not available; and

WHEREAS, DHHS/ETD has qualified staff trained in WIA youth programs to provide services to WIA-enrolled youth;

NOW THEREFORE, the parties mutually agree as follows:

A. Section 1 is amended to read as follows:

CAO/EcDev will perform the following duties in administering the funding:

- a. Prepare initial Youth Funding Grant Implementation Plan (YFGIP) including list of applicable state and federal regulations and guidance documents, attached herein.
- b. Review applicable regulations regularly and inform DHHS/ETD of changes in regulations that change the YFGIP.
- c. Report fiscal data to the funder as required pursuant to the YFGIP.
- d. Monitor DHHS/ETD on program operations at least annually according to WIA, state and federal guidelines and HC-WIB policies described on the YFGIP.



- e. Provide technical assistance on youth eligibility, allowable use of funds and assistance determinations as needed.
- f. Where another suitable contractor is unavailable, will notify DHHS/ETD when there is a need for service to WIA-enrolled youth, prepare a YFGIP for the funding available, and facilitate a transition plan for DHHS/ETD personnel to serve the WIA-enrolled youth.

B. Section 2 is amended to read as follows:

DHHS/ETD will perform the following duties:

- a. Collaborate with CAO/EcDev to complete YFGIP(s) within 4 weeks of receiving funds.
  - b. Report participant data for all youth program contractors through the Job Training Automation (JTA) system- or other state mandated software program- as required according to the YFGIP.
  - c. In partnership with HC-WIB staff, provide technical assistance to contractors of the County providing direct client services. Technical assistance includes, but is not limited to:
    - i. Interpreting and advising regarding State and Federal mandates
    - ii. Developing and delivering training to contractors regarding WIA regulations, reporting requirements and best practices; training can be provided on a one-on-one basis or group setting as needed
  - d. Report obligations and expenses to CAO/EcDev as required according to the YFGIP.
  - e. Provide information on participants to CAO/EcDev and the CA-EDD as needed as required according to the YFGIP.
  - f. Review applicable regulations regularly and inform CAO/EcDev of changes in regulations that change the YFGIP.
  - g. Provide service to WIA-enrolled youth as needed and funded.
- C. In all other respects, the July 1, 2013 contract between the Parties shall remain in full force and effect.

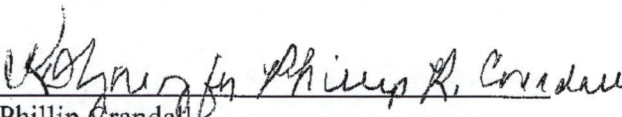
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the July 1, 2013 contract to be executed by their duly authorized representatives on the date indicated above.

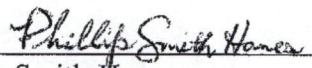
BOARD OF SUPERVISORS

  
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Chairperson,  
Humboldt County Board of Supervisors

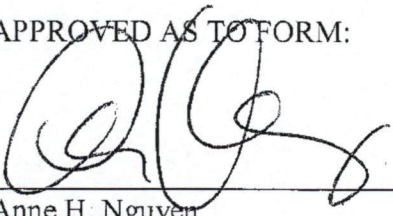
EMPLOYMENT TRAINING DIVISION  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

  
\_\_\_\_\_  
Phillip Crandall  
Director  
Department of Health and Human Services  
County of Humboldt  
State of California

ECONOMIC DEVELOPMENT DIVISION  
COMMUNITY DEVELOPMENT SERVICES DEPARTMENT

  
\_\_\_\_\_  
Phillip Smith-Hanes  
County Administrative Officer  
Pursuant to the authority delegated by the Board of Supervisors on September 29, 2005.  
County of Humboldt  
State of California

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Anne H. Nguyen  
Deputy County Counsel

## ATTACHMENT 9

Second Amendment to the Agreement for Youth Funding 2013-2016



SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE ECONOMIC DEVELOPMENT  
DIVISION OF THE COUNTY ADMINISTRATIVE OFFICE OF THE COUNTY OF HUMBOLDT  
AND  
THE EMPLOYMENT TRAINING DIVISION OF THE SOCIAL SERVICES BRANCH OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE COUNTY OF HUMBOLDT  
FOR YOUTH FUNDING

This Agreement, entered into this 1<sup>st</sup> day of September, 2015, is a Second Amendment to the contract executed on July 1, 2013 by and between the Economic Development Division (EcDev), County Administrative Office (CAO/EcDev) of the County of Humboldt, and the Humboldt County Department of Health and Human Services/Employment Training Division (DHHS/ETD) (collectively, the "Parties").

WHEREAS, CAO/EcDev previously received both formula and discretionary Workforce Investment Act (WIA) funding grants from the State of California, Employment Development Department (CA-EDD), and occasionally from the U.S. Department of Labor; and

WHEREAS, the Parties previously executed an agreement, effective July 1, 2013, and a First Amendment to the agreement, effective June 23, 2014, regarding the administration of the Youth grant funds to serve low-income youth qualifying as defined by the WIA Youth Program; and

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) became effective on July 1, 2015, superseding the WIA; and

WHEREAS, the CAO/EcDev will now receive funding from the CA-EDD as provided by the WIOA, Public Law 113-128 for WIOA Title 1 Youth funds; and

WHEREAS, the Parties now wish to amend certain provisions of their July 1, 2013 agreement to comport and comply with the WIOA;

NOW THEREFORE, the Parties mutually agree as follows:

1. Section 1(d) is amended to read as follows:
  - d. Monitor DHHS/ETD on program operations at least annually according to WIOA, state and federal guidelines and HC-WDB policies described on the YYFGIP.
2. Section 1(f) is amended to read as follows:
  - f. Where another suitable contractor is unavailable, will notify DHHS/ETD when there is a need for service to WIOA-enrolled youth, prepare a YFGIP for the funding available, and facilitate a transition plan for DHHS/ETD personnel to serve the WIOA-enrolled youth.
3. Section 2(c) is amended to read as follows:

- c. In partnership with HC-WDB staff, provide technical assistance to contractors of the County providing direct client services. Technical assistance includes, but is not limited to:
  - i. Interpreting and advising regarding State and Federal mandates;
  - ii. Developing and delivering training to contractors regarding WIOA regulations, reporting requirements and best practices; training can be provided on a one-on-one basis or group setting as needed.
- 4. Section 2(g) is amended to read as follows:  
Provide service to WIOA-enrolled youth as needed and funded.
- 5. Section 4(b) is amended to read as follows:
  - b. This Agreement is governed by the Workforce Innovation and Opportunity Act (WIOA) and the laws of the State of California.
- 6. Section 6 is amended to read as follows:  
HC-WDB and DHHS Policy: This Agreement is subject to the adopted policies and procedures of the HC-WDB and DHHS, which include but are not limited to policies and procedures governing incident reporting, work experience, supportive services, individual service strategies, individual training accounts, etc.
- 7. Section 7 is amended to read as follows:  
Where there appear to be conflicts or contradictions between DHHS and HC-WDB policies or procedures, DHHS/ETD and CAO/EcDev will collaborate to resolve those conflicts.
- 8. Section 8 is amended to read as follows:  
Notices:
  - a. Any notices required to be given pursuant to this Agreement shall be made in writing, either by U.S. Mail or by email, to the respective representatives set forth below. Notice shall be effective upon placement in the stream of mail or upon sending the email. Either Party may change the name or contact information of their representative by giving three (3) days notice to the other Party.
    - i. For CAO/EcDev: Workforce Development Board Executive Director, Humboldt County Economic Development Division, 520 E Street, Eureka, CA 95501
    - ii. For DHHS/ETD: Social Services Director, Humboldt County Department of Health and Human Services, 929 Koster Street, Eureka, CA 95501



9. Attachment A is hereby amended to reflect the changes set forth in "Revised Attachment A", attached herein and incorporated in full.

Except as modified herein, the Agreement entered into July 1, 2013 and the First Amendment entered into June 23, 2014 shall remain in full force and effect.

BOARD OF SUPERVISORS



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Estelle Fennell  
Chairperson  
Humboldt County Board of Supervisors

DEPARTMENT OF HEALTH AND HUMAN SERVICES

---

Phillip Crandall  
Director  
Department of Health and Human Services  
County of Humboldt  
State of California

COUNTY ADMINISTRATIVE OFFICE

---

Phillip Smith-Hanes  
County Administrative Officer  
County of Humboldt  
State of California



REVISED ATTACHMENT A:

## YOUTH Grant Implementation Plan

Plan #: \_\_\_\_\_

Grant Title: YOUTH Grant

Date Funding Received: \_\_\_\_\_ Date Funding Terminates: \_\_\_\_\_

Sub-Grant Agreement Number: \_\_\_\_\_ Amendment: \_\_\_\_\_

Amount of YOUTH Funding: \$ \_\_\_\_\_

Number of Participants to be Served: \_\_\_\_\_

Special Activities (if applicable): \_\_\_\_\_

List the Applicable Federal and State Regulations, guidance documents, and HC-WDB policies:

- Training and Guidance Letters (TEGLs), as applicable  
[http://www.doleta.gov/Seniors/html\\_docs/TEGL.cfm](http://www.doleta.gov/Seniors/html_docs/TEGL.cfm)
- State EDD Directives, as applicable  
[http://www.edd.ca.gov/jobs\\_and\\_Training/Active\\_Directives.htm](http://www.edd.ca.gov/jobs_and_Training/Active_Directives.htm)
- State EDD Information Notices, as applicable  
[http://www.edd.ca.gov/jobs\\_and\\_Training/Information\\_Notices.htm](http://www.edd.ca.gov/jobs_and_Training/Information_Notices.htm)
- WIOA Law  
<http://www.doleta.gov/WIOA/docs/BILLS-113hr803enr.pdf>

### Reporting Requirements:

- A. Participant Data: Provide quarterly and annual reports as required by the state regulations.
- B. Obligations and Expenses: Provide monthly expenses and obligations by the 15<sup>th</sup> of the month, for the month prior, on a form provided by HC-WDB.
- C. Other Information: \_\_\_\_\_

Date completed CAO/EcDev: \_\_\_\_\_

Agreed: \_\_\_\_\_ for Economic Development Division  
HC-WDB Executive Director

Date completed DHHS/ETD: \_\_\_\_\_

Agreed: \_\_\_\_\_ for DHHS/ETD  
Social Services Director