

Comprehensive AJCC Certification Matrix

Baseline Criteria Review Instrument

Section A

Baseline Criteria		YES	NO	Identify Source Documentation/Information Followed by a Response
A	Implements the signed MOU			Version: 11/10/2017
1	A Memorandum of Understanding (meeting the Phase I and Phase II requirements in Workforce Services Directive WSD15-12 and WSD16-09) has been signed by all the required AJCC partners.	X		<p>Document(s): MOU Phase I (Attachment A1) MOU Phase II (Attachment A2)</p> <p>Response: The Workforce Innovation and Opportunity Act Memorandum of Understanding between the San Joaquin County Board of Supervisors, San Joaquin County Workforce Development Board, Stockton Unified School District, San Joaquin Delta Community College, State Employment Development Department (Wagner-Peyser, Veterans, Trade Adjustment Assistance Act), State Employment Development Department (Unemployment Insurance), State Department of Rehabilitation, San Joaquin County Human Services Agency (TANF/CalWORKs, Senior Community Service Employment, Community Action Partnership), California Indian Manpower Consortium, Inc., California Human Development, San Joaquin County Office of Education, Housing Authority of the County of San Joaquin, San Joaquin County Probation Department, and Job Corps, Phase I was signed 6/28/17. Phase II was signed by all parties above, with the exception of Job Corps (who were directed by the Department of Labor not to sign) on 8/22/17. Both Phase I and Phase II meet all the requirements in WSD15-12 and WSD16-09.</p>
2	The signed MOU identifies the AJCC as a comprehensive center.	X		<p>Document(s): MOU Phase I (Attachment A1)</p> <p>Response: MOU Phase I, page 4 - IV. One-Stop System, Services reads "The One-Stop System in San Joaquin County will consist of one comprehensive AJCC and multiple access points throughout the county. "</p>
3	The AJCC is implementing the MOU specifications applicable to comprehensive centers.	X		<p>Document(s): Partner Referral Form (Attachment A3)</p> <p>Response: AJCC provides access to programs, services, and activities of all required AJCC partners by having partner staff physically co-located at the AJCC, having a staff person at the AJCC who has been cross-trained to provide information about partner programs, or having direct linkage through technology to staff who can provide meaningful information or services. Partnership meetings are held bi-monthly to ensure service delivery is in accordance with MOU Phase I.</p>

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Section B

Baseline Criteria		YES	NO	Identify Source Documentation/Information Followed by a Response
B	Implements the Local Board defined roles and responsibilities of the AJCC Operator and Career Services Provider			
1	AJCC Operator selected in compliance with WSD16-14.	X		Document(s): Agreement between County of San Joaquin and ProPath Inc. for AJCC Services. Board of Supervisors Agenda Item approving agreement between San Joaquin County and Pro Path, Inc. (Attachment B1)
				Response: As per WSD 16-17, on June 28, 2017, the WDB authorized the Executive Committee to act on behalf of the WDB and secure the One Stop Operator Agreement. At this time, there were three potential bidders. ProPath was selected as the One Stop Operator. Merced County took lead in securing AJCC Operator for participating areas. July 17, 2017, Executive Committee Approved Agreement for AJCC Operator after two failed procurements (Jan and March) yielded justification for sole source. Board of Supervisors took action on July 25, 2017 and secured services from Pro Path, Inc.
2	Roles and responsibilities of AJCC Operator are clearly identified.	X		Document(s): Agreement between County of San Joaquin and ProPath Inc. for One Stop Operator services (see Attachment B1). Response: Attachment B1 provides the details regarding AJCC Operator roles and responsibilities clearly defined and approved by the San Joaquin County Board of Supervisors on July 25, 2017 - Item No.22 - Consent Calendar (see Attachment B2). Clearly Identified roles and responsibilities: 1. Coordinating the service delivery of required One Stop partners and service providers. 2. Ensuring the implementation of partner responsibilities and contributions agreed upon in MOU - Phase I and Phase II. 3. Reporting to the Local Board on operations, performance, and continuous improvement recommendations. 4. Implementing policies established by the Local Board. 5. Adhering to all applicable federal and state guidance.

3	The AJCC is implementing the MOU specifications applicable to comprehensive centers.	X		<p>Document(s): MOU Phase I (Attachment A1)</p> <p>Response: In accordance with WSD16-14, on 3/1/17 the SJCWDB submitted a request to the State WDB to provide Adult and Dislocated Worker Career Services in San Joaquin County. 4/27/17 the Executive Committee, acting on behalf of the State WDB conditionally approved the SCCWDB to continue to provide Adult and Dislocated Worker Career Services, pending approval of the Secretary of the Labor and Workforce Development Agency. Received approval from the State Secretary of the Labor and Workforce Development Agency to continue to provide Adult and Dislocated Worker Career Services.</p>
4	Roles and responsibilities of the Career Services Provider within the AJCC are clearly identified.	X		<p>Document(s): Request for Approval to be America's Job Center of California's Adult and Dislocated Worker Career Services Provider (Attachment B3).</p> <p>Response: The roles and responsibilities of the Adult and Dislocated Worker Career Services Provider includes the following: Providing basic career services including but not limited to, participant intake, orientations, initial assessments, employment services, and referrals to other partners and services; Providing individualized career services including but not limited to comprehensive and specialized assessments, case management, individual employment plans, career planning, and vocational counseling; Managing the daily operations in coordination with local fiscal agents for the lease, utilities, and other property activities in support of AJCC premises; Managing the hours of operation for AJCCs; Reporting to the Local Board on operations, performance, and continuous improvement recommendations; Implementing policies established by the Local Board; and Adhering to all applicable federal and state guidance.</p>

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Section C

Baseline Criteria		YES	NO	Identify Source Documentation/Information Followed by a Response
C	Meets all regulatory requirements to be a comprehensive AJCC (WIOA Joint Final Rule Section 978.305)			
1	AJCC has at least one Title 1 staff person physically present.	X		<p>Document(s): MOU Phase I (Attachment A1)</p> <p>Response: Title I staff are available in the AJCC to assist customers with their employment and training needs as well as make referrals to partner agencies that can better serve the customer's needs.</p>
2	AJCC Provides access to all basic and individualized career services identified in WIOA Joint Final Rule Section 678.430.	X		<p>Document(s): MOU Phase I (Attachment A1)</p> <p>Response: In accordance with WIOA Joint Final Rule section 678.430 and MOU Phase I, the AJCC provides Basic Career and Individualized career services to all Adult and Dislocated workers. All customers are given an Orientation at their first visit which outlines all the services available through the AJCC.</p>
3	AJCC Provides access to all basic and individualized career services identified in WIOA Joint Final Rule Section 680.200.	X		<p>Document(s): AJCC Orientation (Attachment C1) http://sjcworknet.org/download/WNOrientation.mp4</p> <p>Response: An AJCC Orientation is given when customers visit the AJCC for the first time. The Orientation outlines and provides access to the basic and individualized career services</p>
4	AJCC provides access to any employment and training activities carried out under WIOA Section 134(d).	X		<p>available through the AJCC.</p> <p>Document(s): AJCC Orientation (Attachment C1) http://sjcworknet.org/download/WNOrientation.mp4</p> <p>Response: An AJCC Orientation is given when customers visit the AJCC for the first time and on demand if a customer has questions about the services available. The Orientation outlines the employment and training services and provides the ways in which to get access to these services.</p>



5	AJCC provides access to programs, services, and activities of all required AJCC partners by having partner staff physically co-located at the AJCC, having a staff person at the AJCC who has been cross-trained to provide information about partner programs, or having direct linkage through technology to staff who can provide meaningful information or services.	X		<p>Document(s): MOU Phase I (Attachment A1)</p> <p>Response: In accordance with our MOU Phase I, AJCC provides access to programs, services, and actives of all required AJCC partners by having partner staff physically co-located at the AJCC. There are staff at the AJCC who have been cross-trained to provide information about partner programs, and/or have direct linkage through technology to staff who can provide meaningful information and services. The AJCC is currently staffed with Title I staff and Wagner Peyser staff who have undergone the required training to be able to provide information about the partner programs not currently located in the AJCC. Wednesday afternoon are designated for staff training.</p>
6	AJCC provides workforce and labor market information.	X		<p>Document(s): LMI Guide Cards (Attachment C2)</p> <p>Response: AJCC staff have been trained on how to access the most current labor market information and can help customers navigate the LMI website to get the most current and up to date data. LMI guide cards are available to help customers navigate the LMI website.</p>
7	AJCC provides customers with access programs, services, and activities during regular business hours.	X		<p>Document(s): MOU Phase I (Attachment A1)</p> <p>Response: In accordance with our MOU Phase I, the AJCC is equipped with all necessary technology to access services via the internet or through direct linkages with partner programs such as Unemployment Insurance and Disability Insurance, veteran services etc.</p>

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Section D

Baseline Criteria		YES	NO	Identify Source Documentation/Information Followed by a Response
D	Ensures Equal Opportunity for Individuals with Disabilities			
1	<p>The AJCC is physically and programmatically accessible to individuals with disabilities, as described in WIOA Section 188 and Title 29 Code of Federal Regulations Part 38.</p> <p>Americans with Disabilities Act Title V provides that state requirements may supersede the ADA when state requirements provide greater or equal protection for the rights of individuals with disabilities. Therefore, the AJCC must also be in compliance with following California guidance related to equal access for individuals with disabilities:</p> <ul style="list-style-type: none"> Fair Employment and Housing Act (California Government Code Section 12900-12996) Unruh Civil Rights Act (California Civil Code Section 51-52) Disabled Persons Act (California Civil Code Section 54-55) California Building Code Title 24 Chapter 11B California Government Code 11135 	X		<p>Document(s): Specific Policies prohibiting discrimination to individuals with disabilities include EEO Procedure (see attachment D1), EO Universal Access PPD (see Attachment D2)</p> <p>Response: All entities within the AJCC delivery system, including AJCC operators and AJCC partners will comply with WIOA Section 188 and applicable provisions of the ADA of 1990. The requirement to comply is included in all contracts, MOU's and training is provided to staff. All enrolled participants sign a Grievance and Complaint Procedures form informing them of the steps they can take in the event they feel they need to file a complaint. At the same time, they are provided a copy of the "Equal Opportunity Is the Law" form explaining what to do if they feel they have experienced discrimination. AJCC staff training for Section 188 includes prohibiting discrimination against people who apply to, participate in, work for, or come into contact with programs and activities of the workforce development system. Individuals with disabilities have the same rights, full and free use in the AJCC as the general public.</p>
2	<p>Such requirements include, but are limited to, the following:</p> <ul style="list-style-type: none"> Providing reasonable accommodations for individuals with disabilities Making reasonable modifications to policies, practices, and procedures where necessary 	X		<p>Document(s): Attachment D1 and D2</p> <p>Response: Training provided to staff for the ADA of 1990 includes the definition of an individual with a disability, reasonable accommodations, undue hardship, retaliation against an individual, and medical inquiries. This training will be provided on an annual basis and when a person is hired. The comprehensive AJCC located in Stockton, has</p>

	<p>to avoid discrimination against persons with disabilities</p> <ul style="list-style-type: none">• Administering programs in the most integrated setting appropriate• Communicating with persons with disabilities as effectively as with others• Providing appropriate auxiliary aids and services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity• Providing for the physical accessibility of the AJCC to individuals with disabilities		<p>been fully assessed by a Certified Access Specialist and upgraded to be fully compliant with ADA requirements for disabled access. Each AJCC has assistive technology and trained staff to facilitate all services. The AJCCs are equipped with the necessary equipment and accommodations to address physical and programmatic needs of individuals with disabilities. The SJCWDB has a secured contract with NorCal to provide services to customers who are hearing impaired and visually impaired. In addition, it has secured a contract with Language World to provide interpreting service in over 80 languages and dialects including sign language. Additionally, staff is trained on how to effectively assisting persons with disabilities throughout the AJCC.</p>
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Before the Board of Supervisors

County of San Joaquin, State of California

B-16-367

MOTION: Villapudua/Miller/5

APPROVE THE WORKFORCE INNOVATION AND OPPORTUNITY ACT MEMORANDUM OF UNDERSTANDING WITH THE REQUIRED PARTNERS FOR THE PERIOD JULY 1, 2016 THROUGH JUNE 30, 2019 AND AUTHORIZE THE DIRECTOR OF THE HUMAN SERVICES AGENCY, THE CHIEF PROBATION OFFICER, THE CHAIR OF THE WORKFORCE DEVELOPMENT BOARD, AND THE CHAIR OF THE BOARD OF SUPERVISORS TO SIGN

THIS BOARD OF SUPERVISORS DOES HEREBY approve the recommendation of the San Joaquin County Workforce Development Board (WDB) to approve the Workforce Innovation and Opportunity Act (WIOA) Memorandum of Understanding (MOU) with the required partners (WDB, Stockton Unified School District, San Joaquin Delta Community College, State Employment Development Department, State Department of Rehabilitation, San Joaquin County Human Services Agency, California Indian Manpower Consortium, Inc., California Human Development, San Joaquin County Office of Education, Housing Authority of the County of San Joaquin, San Joaquin County Probation Department, and Job Corps).

FURTHER, authorize the Director of the Human Services Agency, the Chief Probation Officer, the Chair of the WDB, and the Chair of the Board of Supervisors (BOS) to sign the MOU.

I HEREBY CERTIFY that the above order was passed and adopted on 06/28/2016 by the following vote of the Board of Supervisors, to wit:

AYES: Villapudua, Miller, Winn, Elliott, Zapien

NOES: None

ABSENT: None

ABSTAIN: None



MIMI DUZENSKI
Clerk of the Board of Supervisors
County of San Joaquin
State of California

Mimi Duzenski

Attachment: Board Order B-16-367 (2164 : EEDD - Approve the WIOA MOU with the Required Partners 7-1-16 thru 6-30-19)

A-16-219
6/28/2016

**Workforce Innovation and Opportunity Act
Memorandum of Understanding
San Joaquin County**

This Memorandum of Understanding (MOU) is entered into to define the roles and responsibilities of each partner as mutually agreed by the parties for the provision of services pursuant to the Workforce Innovation and Opportunity Act (WIOA). The parties to this MOU are: San Joaquin County Board of Supervisors, San Joaquin County Workforce Development Board, Stockton Unified School District, San Joaquin Delta Community College, State Employment Development Department (Wagner-Peyser, Veterans, Trade Adjustment Assistance Act), State Employment Development Department (Unemployment Insurance), State Department of Rehabilitation, San Joaquin County Human Services Agency (TANF/CalWORKs, Senior Community Service Employment, Community Action Partnership), California Indian Manpower Consortium, Inc., California Human Development, San Joaquin County Office of Education, Housing Authority of the County of San Joaquin, San Joaquin County Probation Department, and Job Corps.

The parties enter into this MOU for the purpose of creating a quality "One-Stop" system and fostering cooperative working relationships to deliver services under the State's America's Job Center of California (AJCC) structure. This MOU shall serve as the framework for providing services to employers, employees, job seekers and others needing workforce services in San Joaquin County.

1. Purpose

The WIOA requires that a MOU be developed and executed between the 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 parties 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.

A. State Policy Objectives

Through the local AJCC structure, the parties to this MOU will coordinate efforts in support of the three main policy objectives established within the California Unified Workforce Development Strategic Plan (State Plan). The three strategies are as follows:

1. Foster demand-driven skills attainment;
 2. Enable upward mobility for all Californians; and
 3. Align, coordinate, and integrate programs and services.
- B. 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 in:**
1. Beginning and/or enhancing their career options;

2. Building basic educational or occupational skills;
 3. Earning a postsecondary certificate or degree;
 4. Obtaining guidance on how to make career choices; and
 5. Seeking to identify and hire skilled workers.
- C. The partners to this MOU will further support the State Plan policy objectives by aligning and coordinating to the greatest extent possible, their respective efforts at the local and regional level within a framework that includes:
1. Sector strategies - aligning workforce and education programs with leading and emergent industry sectors' skills needs.
 2. Career Pathways - enabling of progressive skills development through education and training programs, using multiple entry and exit points, so that each level of skills development corresponds with a labor market payoff for those being trained or educated.
 3. Regional Partnerships - building partnerships between industry leaders, workforce professionals, education and training providers, and economic development leaders to engage workforce and education policies that support regional economic growth.
 4. Earn and Learn Models - using training and education "best practices" that combine applied learning opportunities with material compensation while facilitating skills development in the context of actual labor market participation.
 5. Supportive Services - providing ancillary services like childcare, transportation, and counseling to overcome barriers and facilitate program completion and transition to employment.
 6. Creating Cross-System Data Capacity - using diagnostic labor market data to assess where to target investment and facilitate the measurement of effectiveness over time.
 7. Integrated service delivery - braiding resources and coordinating services at the local level to meet the needs of local business and individual job seekers.

II. Local/Regional Vision and Mission Statement

A. Vision

Our vision for this area and region is a prosperous and growing economy supported by an abundance of livable-wage careers performed by a local workforce that is well prepared, appropriately skilled, and fully capable of meeting the current and future needs of local and regional employers.

B. Mission

Our mission is to implement the Workforce Innovation and Opportunity Act by strategically leveraging and integrating community resources to cultivate demand driven skill attainment that meets the evolving needs of business and accelerates the upward mobility of the labor force.

III. Required Partner Programs

The parties to this MOU have agreed to work together to better serve mutual and common customers and actively participate in an integrated system of delivery enhanced by a broad coalition of partners required under WIOA. These required partners include local/regional representatives of the following programs:

- A. WIOA Title I Adult, Dislocated Worker, and Youth (Employment and Economic Development Department)
- B. WIOA Title II Adult Education and Literacy (Stockton Unified School District)
- C. WIOA Title III Wagner-Peyser (Employment Development Department)
- D. WIOA Title IV Vocational Rehabilitation (Department of Rehabilitation)
- E. Temporary Assistance for Needy Families/CalWORKs (Human Services Agency)
- F. Carl Perkins Career Technical Education (San Joaquin Delta College)
- G. Title V Older Americans Act (HSA)
- H. Job Corps (Job Corps Northern California Outreach & Admissions)
- I. Native American Programs – WIOA Section 166 – (California Indian Manpower Consortium)
- J. Migrant Seasonal Farmworkers – WIOA Section 167 – (California Human Development)
- K. Veterans (EDD)
- L. YouthBuild (County Office of Education)
- M. Trade Adjustment Assistance Act (EDD)
- N. Community Services Block Grant (HSA)
- O. Housing & Urban Development (Housing Authority of the County of San Joaquin)
- P. Unemployment Insurance (EDD)
- Q. Second Chance (Probation Department)

Individuals authorized to sign this MOU on behalf of the partner organization are identified on the Signature Page labeled Attachment A. The absence of a signature of a required partner to this MOU shall not affect the joint, on-going activities of the remaining parties to this document.

IV. One-Stop System, Services

The One-Stop System in San Joaquin County will consist of one comprehensive AJCC and multiple access points throughout the county. AJCC basic career services will be accessible 24 hours a day, seven days a week through the internet, primarily through CalJOBS and other partner websites, where available. Each partner's services (Basic Career, Individualized and Training) will be integrated into the system as identified in the Attachment B.

A. The AJCC will provide Basic Career Services which are available to all Adults and Dislocated workers. Basic Career Services include but are not limited to the following:

1. Determination of eligibility to receive WIOA Career and/or Training services;
2. Outreach, intake and orientation to the information and other services available through the AJCC system;
3. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities, skill gaps and supportive service needs;
4. Labor exchange services including job search and placement assistance, and where needed by an individual, career counseling including the provision of information on in-demand industry sectors/occupations, the provision of information on nontraditional employment, and job vacancy listings in labor market areas;
5. Referral and coordination of activities with other programs and services including AJCC system partners and additional workforce development programs;
6. Workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, State-wide, and national labor market areas, including: information on job skills necessary to obtain the vacant jobs listed; and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
7. Provision of performance information and program cost information on eligible providers of training services by program and type of providers;
8. Provision of information about how the local area is performing on performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;
9. Information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under the Supplemental Nutrition

Assistance program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services through the U.S. Department of Housing and Urban Development; and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;

10. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
 11. Provision of information and assistance regarding filing claims under UI programs including meaningful assistance to individuals seeking assistance in filing a claim. Meaningful assistance means providing assistance on-site using staff who are properly trained in UI claims, filing, and/or the acceptance of information necessary to file a claim, or by phone or via other technology, as long as the assistance is provided by trained and available staff within a reasonable time.
- B. The AJCC will provide Individualized Career Services upon determination by AJCC staff that said services are appropriate for an individual to obtain or retain employment. Individualized Career Services shall be made available in all comprehensive AJCCs. Recent assessments conducted by partner programs may be utilized to determine if Individualized Career Services would be appropriate. These services include:
1. Comprehensive and specialized assessments of the skill levels and service needs which may include diagnostic testing and use of other assessment tools, and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
 2. Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers;
 3. Group and/or individual counseling and mentoring;
 4. Career planning (e.g. case management);
 5. Short-term term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training; in some instances pre-apprenticeship programs may be considered as short-term prevocational services;
 6. Internships and work experiences that are linked to careers;
 7. Workforce preparation activities that help an individual acquire a combination of basic

academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;

8. Financial literacy services;
 9. Out-of-Area job search assistance and relocation assistance;
 10. English language acquisition and integrated education and training programs; and
 11. Follow-up services made available, including counseling regarding the workplace, for participants in WIOA activities who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.
- C. The AJCC will provide Training Services for eligible individuals through Individual Training Accounts (ITA) and/or other training administration methods permitted under WIOA. Training Services may be provided if AJCC staff determine, after an interview, and/or evaluation or assessment, and career planning, that the individual:
1. Is unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone;
 2. Is in need of Training Services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through career services alone; and
 3. Has the skills and qualifications to successfully participate in the selected program of Training Services.

Training services may include:

4. Occupational skills training, including training for non-traditional employment and occupational skills training that integrates English-language and math instruction needed to succeed on the job;
5. On-the-Job Training (OJT);
6. Programs that combine workplace training with related instruction, which may include cooperative education programs;
7. Training programs operated by the private sector;
8. Skill upgrading and retraining;

9. Entrepreneurial training; and
10. Apprenticeship and Pre-apprenticeship Skills Training.

V. Responsibility of AJCC Partners

The parties to this MOU agree to share the responsibility for planning, implementing and operating the AJCC delivery system. This MOU describes the cooperative working relationship between the parties and defines the respective roles and responsibilities in ensuring access to high-quality services through the AJCC system. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

The AJCC partner agrees to:

- A. Participate in joint planning, plan development, and modification of activities to accomplish the following:
 1. Continuous partnership building;
 2. Continuous planning in response to State and federal requirements;
 3. Responsiveness to local and economic conditions, including employer needs; and
 4. Adherence to common data collection and reporting needs.
- B. Make available to customers the applicable service(s) of the partner programs through the AJCC, one-stop delivery system;
- C. Participate in the operation of the AJCC, one-stop system, consistent with the terms of the MOU and requirements of authorized laws rules and regulations; and
- D. Participate in capacity building and staff development activities to help ensure that all partners and staff are adequately cross-trained.

VI. Funding of Services and Operating Costs

The parties to this MOU agree to negotiate and implement a cost sharing plan by December 31, 2017, under Phase II of the MOU development process as described in the State Employment Development Department (EDD), Workforce Services Directive WSD15-12. The cost sharing agreements shall be negotiated separately. Once finalized, the cost sharing agreements shall be incorporated into this MOU as attachments. Prior to the completion of Phase II, the partners to this MOU may continue to negotiate local funding agreements as appropriate.

VII. Methods for Referring Customers

Each partner to this MOU is committed to a referral process that incorporates the vision of a customer-centered system and will create processes and policies to support this vision. The referral processes will be incorporated as an attachment and will do the following:

- A. Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service;
- B. Ensure that general information regarding AJCC programs, services, activities and resources shall be made available to all customers as appropriate;
- C. Describe how customer referrals are made electronically, through traditional correspondence, verbally or through other means determined in cooperation with partners and operators; and
- D. Describe how AJCC partners will provide a direct link or access to other AJCC partner staff that provide meaningful information or service, through the use of co-location, cross information sharing, or real-time technology (two way communication and interaction with AJCC partners that results in services needed by the customer).

VIII. Access for Individuals with Barriers to Employment

Each partner to this MOU is committed to ensuring individuals with barriers to employment are able to access the services needed to meet their employment and training needs. Within this commitment, the partners also recognize the need to offer priority of services to eligible veterans and their spouses, recipients of public assistance and other low-income individuals, or individuals who are basic skills deficient, when providing Individualized Career Services and Training Services with WIOA adult funds, and as appropriate, based on federal, State and local policy.

Individuals with barriers to employment shall be defined as:

- A. Displaced homemakers; Low income individuals; Indians, Alaska Native, and Native Hawaiians; Individuals with disabilities, including youth who are individuals with disabilities; Older individuals; Ex-offenders; Homeless individuals or homeless children and youth; Youth who are in or have aged out of the foster care system; 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 two years of exhausting lifetime eligibility for TANF; Single parents (including single, pregnant women); Long-term unemployed individuals; Such other groups as the Governor determines to have barriers to employment.

IX. 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:

- A. Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California

Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.

- B. Abide by the principles of common reporting and shared information through electronic mechanisms, including shared technology.
- C. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- D. 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.
- E. Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- F. Understand that system security provisions shall be agreed upon by all partners.

X. Confidentiality

The AJCC partner agrees to comply with the provisions of the 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 to assure the following:

- A. 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.
- B. 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.
- C. AJCC partners shall 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 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.
- D. 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 parties.

XI. Non-Discrimination and Equal Opportunity

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any

employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, political affiliation, national origin, physical disability, mental disability, medical conditions, age, marital status, pregnancy, sexual orientation, veteran status, or any other status protected by law. AJCC partner agencies and organizations shall comply with all labor laws and regulations regarding workforce management. Specifically, the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and the State Department of Social Services Manual of Policies and Procedures, Sections 23-604.38(d) and related applicable regulations.

Parties to this MOU assure compliance with the Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

XII. Grievances and Complaints Procedure

The AJCC partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. 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 partner 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.

XIII. American's with Disabilities Act and Amendments Compliance

The AJCC partner 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, partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29CFR Part 37 and all other rules and regulations implementing the aforementioned laws.

XIV. Effective Dates and Term of MOU

This MOU shall be binding upon each party hereto upon execution by such party. The MOU term shall be three years, commencing on July 1, 2016, the date of execution by all parties. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.

XV. Modifications and Revisions

This MOU and referenced attachments constitutes the entire agreement between the parties 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.

The parties to this MOU agree that the partner services listed in Attachment B may be updated as necessary without formal modification and signature of the parties hereto. Notification of an update to Attachment B shall be communicated in writing to all parties within 15 days.

XVI. Termination

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

XVII. Administrative and Operations Management Sections

A. 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), 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.

Nothing within this MOU is intended to circumvent or supersede the benefits or rights established under collective bargaining agreements of the partners' employees working within the AJCC system.

B. Dispute Resolution

The parties agree to try to resolve policy or practice disputes 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.

C. Press Releases and Communications

To the extent possible, all parties shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU. Participation of each party in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other parties, in all communications, each party shall make specific reference to all other parties.

The parties agree to utilize the AJCC logo developed by the State of California and the Local Board on and/or within buildings identified for AJCC usage. To the extent possible, branding of the AJCC may also include use of the logo on letterhead, envelopes, business cards, written correspondence, and fax transmittals related to the provision of WIOA services.

D. 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 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 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.

Before the Board of Supervisors

County of San Joaquin, State of California

B-17-538

MOTION: Patti/Miller/5

APPROVE AMENDMENT NO. 01 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN JOAQUIN COUNTY WORKFORCE DEVELOPMENT BOARD AND THE WORKFORCE INNOVATION AND OPPORTUNITY ACT REQUIRED PARTNERS TO INCLUDE THE PHASE II INFRASTRUCTURE JOINT COST FUNDING AGREEMENT FOR THE PERIOD JANUARY 1, 2018 THROUGH JUNE 30, 2019 IN THE AMOUNT OF \$250,451

THIS BOARD OF SUPERVISORS DOES HEREBY approve Amendment No. 01 to the Memorandum of Understanding (MOU) between the San Joaquin County Workforce Development Board (SJCWDB) and the Workforce Innovation and Opportunity Act (WIOA) Required Partners (the Partners), to include the Phase II Joint Infrastructure Cost Funding Agreement in the amount of \$250,451.

FURTHER, authorize the Director of the Human Services Agency, the Chief Probation Officer, and the Chair of the Board of Supervisors to sign Amendment No. 01 to the WIOA MOU (Phase II); and

FURTHER, authorize the Chair of the Board of Supervisors to sign all documents related to this action.

I HEREBY CERTIFY that the above order was passed and adopted on 08/22/2017 by the following vote of the Board of Supervisors, to wit:

AYES: Villapudua, Miller, Patti, Elliott, Winn

NOES: None

ABSENT: None

ABSTAIN: None



MIMI DUZENSKI
Clerk of the Board of Supervisors
County of San Joaquin
State of California

Mimi Duzenski

Workforce Innovation and Opportunity Act
Memorandum of Understanding, (A-16-219) Amendment #01, Phase II
San Joaquin County

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Required Phase II MOU Component: Process and Development

Local Workforce Development Area (Local Area): San Joaquin County

Date Submitted: September 1, 2017 (Due no later than 9/1/17.)

Attachment: Signed Phase I MOU

1. The period of time this agreement is effective:

The term of this MOU shall be three years, commencing on July 1, 2016, the date of execution of Phase I by all parties. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred. **Phase II shall commence on January 1, 2018 and shall be in effect until June 30, 2019.**

2. Identification of all AJCC partners, Chief Elected Officials (CEO), and Local Boards participating in the infrastructure and other system costs funding agreements.

CEO/s:

San Joaquin County Board of Supervisors Chair Chuck Winn

Local Board/s:

San Joaquin County Workforce Development Board

AJCC Partners Participating in the Infrastructure Funding Agreement (IFA):

San Joaquin County Employment and Economic Development Department

State of California Employment Development Department

AJCC Partners Participating in the Shared Other System Costs Agreement:

None

3. Steps the Local Board, CEO, and AJCC partners took to reach consensus and/or an assurance that the Local Area followed guidance for the state infrastructure funding mechanism.

Partners attended CWA sponsored MOU Phase II training October 25, 2016

Initial Meeting with Partners January 25, 2017

Individual meetings and electronic communication with each partner between January 2017 and June 2017

WDB approval of MOU Phase II (through the Executive Committee) August 3, 2017

WDB approval of Modified MOU Phase II (through the Executive Committee) on August 21, 2017

San Joaquin County Board of Supervisors approval of MOU Phase II August 22, 2017

- A. Considering the structure of our Local Area, partners' budget development involved only a single Comprehensive One-Stop/AJCC MOU. The participants involved in the Comprehensive Center's infrastructure and other system costs include:

1. San Joaquin County Board of Supervisors as the Chief Local Elected Official body for Workforce Innovation and Opportunity Act (WIOA)
2. San Joaquin County Workforce Development Board (SJCWDB)
3. AJCC Partners participating in the Infrastructure Funding Agreement (IFA):
 - a) San Joaquin County Employment and Economic Development Department SJCWDB for WIOA
 - b) California State Employment Development Department
4. AJCC Partners participating in the Shared System Costs Agreement:
 - a) None

- B. Process for Resource Sharing Agreement Consensus

The required partner agencies met on January 25, 2017 and in subsequent individual partner meetings. During those meetings the partners discussed the requirements for participating in either the Comprehensive One-Stop/AJCC infrastructure, and/or the overall system costs. The partners that are not co-located agreed to obtain required information from their agencies in order to describe the other system costs required by the MOU.

Phase I of this MOU Section VI identified funding of services and operational costs. For purposes of calculating infrastructure costs, center square footage was used as the methodology for calculations of center costs. The partners informed their organizations of the costs that will be the basis for negotiating resource sharing, as well as the level required from each. This support may be in the form of cash, in-kind service or other means in future years.

The co-located partners reviewed the current costs for maintaining the Comprehensive One-Stop/AJCC. The funding stream break out for the current co-located partners is:

- 50% EEDD - WIOA Title I Adult, Dislocated Worker, and Youth Programs
- 50% EDD - Wagner-Peyser; Veterans; and Trade Adjustment Assistance Act

4. A description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.

The Comprehensive One-Stop/AJCC partners agree to communicate openly and directly to resolve any problems or disputes related to negotiating cost allocations and the fair and equitable contribution to the costs of maintaining a Comprehensive One-Stop/AJCC in the community. The partners agree to work in a cooperative manner and to resolve any disputes at the lowest level of intervention possible. If disputes cannot be resolved at the Comprehensive One-Stop/AJCC level, the issue will be brought to the attention of the SJCWDB Regional Advisor who will attempt to mediate. Issues will be brought to the appropriate principals of the mandated partners as a last resort.

5. A description of the periodic modification and review process that will be used to ensure all AJCC partners continue to contribute their fair and equitable share of infrastructure and other system costs, including the identification of who will fulfill this responsibility.

The SJCWDB staff will review the infrastructure costs annually. The basis for determining overall costs will be the space and operating costs assigned in the overall San Joaquin County EEDD budget. In addition, actual costs for contracts, equipment, and/or other items or services benefiting the workforce system will be included. A progress report will be made available to

the required partners based on second quarter expenses recorded annually. The fiscal information available by the end of the third quarter of every fiscal year will be the basis for proposed modifications, and will be taken to the required partners for negotiation of each partner's fair and equitable share of costs. Modifications to the allocations will be implemented in the following fiscal year.

Assurance from all non-colocated partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination.

The signatories to this MOU Phase II agree to contribute their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination. The level of support must be reasonable, necessary, allowable, and allocable according to WIOA and the partner funding source. Costs will be negotiated based on the data provided by the State, regulations and directives issued by the partner funding source, and locally agreed upon methodology for cost allocation, and agreed upon definitions of benefit.

Required Phase II MOU Component: Sharing Infrastructure Costs

Budget, Cost Allocation Methodology, Initial Proportionate Share

Phase II MOU Content Requirements (WIOA Joint Final Rule Section 678.700):

A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item.

When establishing the infrastructure cost budget, Local Boards have two options:

Option 1: Develop a separate budget for each comprehensive AJCC.

Option 2: Develop a consolidated system-wide budget for its network of comprehensive AJCCs

If the Local Board chooses to negotiate infrastructure costs based on their network of comprehensive AJCCs, rather than center by center, then the budgets for all the comprehensive AJCCs can be consolidated into one system budget. However, this consolidation may not distort the distribution of costs as they must be attributable to each partner equally and in accordance with the agreed upon cost allocation methodology). Consolidations might allow the "financing" of infrastructure cost between partners more easily. It is not required that each partner contribute to each comprehensive AJCC, as long as their consolidated share of contributions equals their responsibility to pay as determined by the agreed upon cost sharing methodology.

The Local Board and AJCC partners have chosen this option for developing the infrastructure cost budget:

 X Option 1: A separate budget for each comprehensive AJCC.

 Option 2: A consolidated system-wide budget for the network of comprehensive AJCCs

Comprehensive AJCC and Colocated Partners

- Include all comprehensive AJCCs Identified in the Phase I MOU
- Colocated Partner definition: All AJCC partners who have a physical presence within the center, either full time or part time.

Comprehensive AJCC #1

Name/Address of the Comprehensive AJCC:

San Joaquin County WorkNet/AJCC

Stockton Center

56 S. Lincoln Street

Stockton, CA 95203

Partners Co-located at This AJCC:

San Joaquin County Employment and Economic Development Department

State of California Employment Development Department

**AJCC Infrastructure Budget
San Joaquin County WorkNet/AJCC Stockton Center**

Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Rental of Facilities	\$151,744	
Rental Costs Subtotal:		\$151,744
Utilities and Maintenance		
Electric	\$23,137	
Gas	\$1,686	
Water	\$1,075	
Sewer Connections	\$225	
High-Speed Internet	\$2,126	
Telephones (Landlines)	\$10,566	
Facility Maintenance Contract	\$24,774	
Utilities and Maintenance Costs Subtotal:		\$63,589
Equipment		
Assessment-related products		
Assistive technology for individuals with disabilities (Access and Accommodation)	\$736	
Copiers	\$11,500	
Fax Machines	\$200	
Computers	\$11,515	

Other tangible equipment used to serve all center customers (not specific to an individual program partner)	(Servers and Software)	\$7,999	
Specify Other Tangible Equipment			
Equipment Costs Subtotal:			\$31,950
Technology to Facilitate Access to the AJCC			
Technology used for the center's planning and outreach activities	WebEX	\$468	
Specify the Technology			
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: www.sjcworknet.org (Does not include data systems or case management systems specific to individual program partners.)		-0-	
ADA Signage		\$200	
Technology to Facilitate Access Costs Subtotal:			\$668

Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)		
Creating AJCC Signage	\$500	
Updating Templates and Materials	\$1,000	
Updating Electronic Resources	\$1,000	
Common Identifier Subtotal:		\$2,500

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Cost Category	Total Cost
Subtotal: Rental Costs	\$151,744
Subtotal: Utilities and Maintenance Costs	\$63,589
Subtotal: Equipment Costs	\$31,950
Subtotal: Technology to Facilitate Access Costs	\$668
Subtotal: Common Identifier Costs	\$2,500
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:	\$250,451

Cost Allocation Methodology to Share Agreed Upon Infrastructure Costs

The Local Board and co-located partners must agree to a cost allocation methodology to identify the proportionate share of infrastructure costs each partner will be expected to contribute. Any cost allocation methodology selected must adhere to the following (WIOA Joint Final Rule Section 678.715):

- Be consistent with federal laws authorizing each partner's program
- Comply with federal cost principles in the Uniform Guidance.
- Include only costs that are allowable, reasonable, necessary, and allocable to each program partner.
- Be based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each partner.

Infrastructure Cost Allocation Methodology

Identify the chosen and agreed upon cost allocation methodology:

The proportion of a partner program's occupancy percentage of the WorkNet/AJCC (square footage)
(This might differentiate between dedicated space to partners and common space, where more than one cost center is established so the distribution reflects a fair and equitable distribution of cost.)

Initial Proportionate Share of Infrastructure Costs Allocated to Each Colocated Partner

The initial proportionate share of infrastructure costs allocated to each partner based on the agreed upon cost allocation methodology, each partner's estimated total contribution amount, and whether it will be provided through cash, non-cash (in-kind), and/or third-party in-kind contributions. This initial determination must be periodically reconciled against actual costs incurred and adjusted accordingly. (WIOA Joint Final Rule Section 678.720)

AJCC partners (or their respective state entity) may provide cash, non-cash, and third-party in-kind contributions to cover their proportionate share of infrastructure costs. If non-cash or in-kind contributions are used, they cannot include non-infrastructure costs (such as personnel), and they must be valued consistent with Uniform Guidance Section 200.306 to ensure they are fairly evaluated and meet the partner's proportionate share.

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

Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole

Cost Categories	Total Cost	Contributor/s	Value	Balance to Allocate
Rent				
Utilities/Maintenance				
Equipment				
Access Technology				
Common Identifier				
Total Infrastructure Balance to Be Allocated to Colocated Partners:				-0-

Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners					
Colocated Partner/s	Shared Infrastructure Costs	Application of Methodology	Allocated Initial Share	Amount: Cash	Amount: In-Kind
Partner 1: EEDD	\$125,226	Square Footage of Stockton Center = 16.1% of building	50%	\$125,226	
Partner 2: EDD	\$125,226	Square Footage of Stockton Center = 16.1% of building	50%	\$122,142	\$3,084

**Workforce Innovation and Opportunity Act
Memorandum of Understanding (A-16-219)
Amendment #01, Phase II
San Joaquin County**

IN WITNESS WHEREOF, the parties have executed this MOU Addendum on the date indicated.

APPROVED FOR THE COUNTY:

By

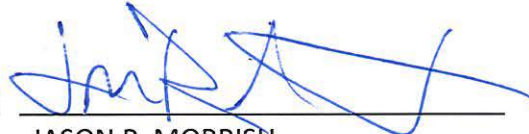


CHARLES WINN, CHAIR
San Joaquin County
Board of Supervisors

APPROVED AS TO FORM:

J. MARK MYLES
County Counsel

By



JASON R. MORRISH
Deputy County Counsel

ATTEST: MIMI DUZENSKI,
Clerk of the Board of
Supervisors of the County of San Joaquin
State of California

By



Deputy Clerk



**Workforce Innovation and Opportunity Act
Memorandum of Understanding (A-16-219)
Amendment #01, Phase II
San Joaquin County**

(Co-located AJCC Partner Entity)

By signing below, all parties agree to the terms prescribed in the Individual Funding Agreement.

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For WIOA Title I

Adult, Dislocated Worker and Youth Programs

San Joaquin County Workforce Development Board
56 S. Lincoln Street
Stockton CA 95203



Daniel Schroeder, Chair

8-21-17
Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding (A-16-219)
Amendment #01, Phase II
San Joaquin County**

(Co-located AJCC Partner Entity)

By signing below, all parties agree to the terms prescribed in the Individual Funding Agreement.

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For

WIOA Title III, Wagner-Peyser
Veterans
Trade Adjustment Assistance Act

Employment Development Department
115 Ascot Drive, Suite 180
Roseville, CA 95661



Janet Neitzel, Deputy Division Chief

8-16-2017

Date

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**Workforce Innovation and Opportunity Act
Memorandum of Understanding (A-16-219)
Amendment #01, Phase II
San Joaquin County**

(Non-Colocated AJCC Partner Entity)

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this amendment serves as assurance that the required partner will contribute their proportionate share of infrastructure costs for the Comprehensive One-Stop Career Center once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the required partner based on the following:

- A. Data provided by the State for this purpose;
- B. Regulations and Directives regarding this requirement issued by the partner's funding source;
- C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
- D. Locally agreed upon definition of benefit; and
- E. Negotiated methods and timeframe for making the agreed upon contribution.

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For WIOA Title II

Adult Education and Literacy

Stockton Unified School District
701 N. Madison Street
Stockton, CA 95202


Eliseo Dávalos, Ph.D., Superintendent


Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding (A-16-219)
Amendment #01, Phase II
San Joaquin County**

(Non-Colocated AJCC Partner Entity)

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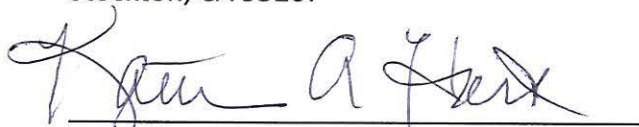
- A. Data provided by the State for this purpose;
- B. Regulations and Directives regarding this requirement issued by the partner's funding source;
- C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
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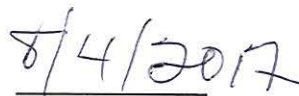
IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For WIOA Title II

Career and Technical Education

San Joaquin Delta Community College
5151 Pacific Avenue
Stockton, CA 95207


Kathleen A. Hart, Superintendent/President


Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding (A-16-219)
Amendment #01, Phase II
San Joaquin County**

(Non-Colocated AJCC Partner Entity)

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- B. Regulations and Directives regarding this requirement issued by the partner's funding source;
- C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
- D. Locally agreed upon definition of benefit; and
- E. Negotiated methods and timeframe for making the agreed upon contribution.

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For WIOA Title III

Unemployment Insurance Program

Employment Development Department
Unemployment Insurance
P.O. Box 826880 – MIC 40
Sacramento, CA 94280-0001



Sylvia Garibay, Employment Development
Administrator, UI Northern Operations Division

8/4/17

Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding (A-16-219)
Amendment #01, Phase II
San Joaquin County**

(Non-Collocated AJCC Partner Entity)

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- B. Regulations and Directives regarding this requirement issued by the partner's funding source;
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- D. Locally agreed upon definition of benefit; and
- E. Negotiated methods and timeframe for making the agreed upon contribution.

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For WIOA Title IV

Vocational Rehabilitation

Vocational Rehabilitation, San Joaquin Valley District
2550 Mariposa Mall, Room 2000
Fresno, CA 93721


Araceli Holland, District Administrator

8/7/2017
Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding (A-16-219)
Amendment #01, Phase II
San Joaquin County**

(Non-Colocated AJCC Partner Entity)

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this amendment serves as assurance that the required partner will contribute their proportionate share of infrastructure costs for the Comprehensive One-Stop Career Center once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the required partner based on the following:

- A. Data provided by the State for this purpose;
- B. Regulations and Directives regarding this requirement issued by the partner's funding source;
- C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
- D. Locally agreed upon definition of benefit; and
- E. Negotiated methods and timeframe for making the agreed upon contribution.

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For
TANF/CalWORKs;
Senior Community Service Employment; and
Community Action Partnership

San Joaquin County Human Services Agency
102 S. San Joaquin Street
Stockton, CA 95202



Michael R. Miller, Director



Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding (A-16-219)
Amendment #01, Phase II
San Joaquin County**

(Non-Colocated AJCC Partner Entity)

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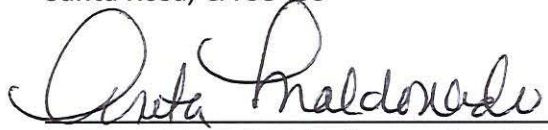
- A. Data provided by the State for this purpose;
- B. Regulations and Directives regarding this requirement issued by the partner's funding source;
- C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
- D. Locally agreed upon definition of benefit; and
- E. Negotiated methods and timeframe for making the agreed upon contribution.

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For WIOA (Section 167)

Migrant/Seasonal Farmworker

California Human Development
3315 Airway Drive
Santa Rosa, CA 95403


Anita Maldonado, Chief Executive Officer

8.9.17
Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding (A-16-219)
Amendment #01, Phase II
San Joaquin County**

(Non-Collocated AJCC Partner Entity)

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- B. Regulations and Directives regarding this requirement issued by the partner's funding source;
- C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
- D. Locally agreed upon definition of benefit; and
- E. Negotiated methods and timeframe for making the agreed upon contribution.

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For

YouthBuild

San Joaquin County Office of Education
2901 Arch Airport Road
Stockton, CA 95206


James A. Mousalimas, Superintendent

8/4/17
Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding (A-16-219)
Amendment #01, Phase II
San Joaquin County**

(Non-Collocated AJCC Partner Entity)

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this amendment serves as assurance that the required partner will contribute their proportionate share of infrastructure costs for the Comprehensive One-Stop Career Center once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the required partner based on the following:

- A. Data provided by the State for this purpose;
- B. Regulations and Directives regarding this requirement issued by the partner's funding source;
- C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
- D. Locally agreed upon definition of benefit; and
- E. Negotiated methods and timeframe for making the agreed upon contribution.

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

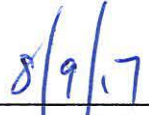
For

Housing Authority

Housing Authority of the County of San Joaquin
448 S. Center Street
Stockton, CA 95203



Peter W. Ragsdale, Executive Director



Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding (A-16-219)
Amendment #01, Phase II
San Joaquin County**

(Non-Colocated AJCC Partner Entity)

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this amendment serves as assurance that the required partner will contribute their proportionate share of infrastructure costs for the Comprehensive One-Stop Career Center once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the required partner based on the following:


- A. Data provided by the State for this purpose;
- B. Regulations and Directives regarding this requirement issued by the partner's funding source;
- C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
- D. Locally agreed upon definition of benefit; and
- E. Negotiated methods and timeframe for making the agreed upon contribution.

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For

Second Chance

San Joaquin County Probation Department
575 W. Mathews Road
French Camp, CA 95231


Stephanie L. James, Chief Probation Officer
Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding (A-16-219)
Amendment #01, Phase II
San Joaquin County**

(Non-Collocated AJCC Partner Entity)

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this amendment serves as assurance that the required partner will contribute their proportionate share of infrastructure costs for the Comprehensive One-Stop Career Center once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the required partner based on the following:

- A. Data provided by the State for this purpose;
- B. Regulations and Directives regarding this requirement issued by the partner's funding source;
- C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
- D. Locally agreed upon definition of benefit; and
- E. Negotiated methods and timeframe for making the agreed upon contribution.

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For

Job Corps

Job Corps Treasure Island Center
351 Avenue H Bldg 442
San Francisco, CA, 94130-1648

Project Director

Date

**Workforce Innovation and Opportunity Act
Memorandum of Understanding (A-16-219)
Amendment #01, Phase II
San Joaquin County**

(Non-Colocated AJCC Partner Entity)

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this amendment serves as assurance that the required partner will contribute their proportionate share of infrastructure costs for the Comprehensive One-Stop Career Center once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the required partner based on the following:

- A. Native American programs are not required to contribute to infrastructure funding but, as a required One-Stop partner, they are encouraged to contribute. Any agreement regarding the contribution or non-contribution to infrastructure costs by Native American programs must still be recorded in the signed MOU (WIOA Section 121[h][2][D][iv]).
- B. It is important to note, that if the Native American program partner chooses not to contribute to infrastructure costs and an AJCC identifies infrastructure costs that are allocable solely to the Native American program, those costs cannot be allocated to the remaining partners and therefore must either be removed from the center budget or paid for by an alternate source of funding.

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For WIOA (Section 166)

Native American

California Indian Manpower Consortium, Inc.
738 N. Market Blvd.
Sacramento, CA 95834


Lorenda T. Sanchez, Executive Director

8/7/2017
Date

Required Phase II MOU Component: Sharing Other One-Stop System Costs

Phase II MOU Content Requirement:

A budget outlining other system costs relating to the operation of the local One-Stop delivery system and a description of what specific costs are included in each line item. The budget must include “applicable career services” as well as any other shared costs agreed upon by the AJCC partners and Local Board.

While only co-located partners share infrastructure costs, all One-Stop partners must share in other system costs, including applicable career services. All partners that signed the Phase I MOU must also sign the Phase II MOU for the sharing of other system costs.

The One-Stop System Partners Included in the Sharing of Other One-Stop Delivery System Costs

☒ Title I Adult, Dislocated Worker,
and Youth

☒ Title II Adult Education and Literacy

☒ Title III Wagner-Peyser

☒ Title IV Vocational Rehabilitation

☒ Carl Perkins Career Technical
Education

☒ TANF/CalWORKS

☒ Title V Older Americans Act

☐ Job Corps

☐ Native American Programs

☒ Migrant Seasonal Farmworkers

☒ Veterans

☒ YouthBuild

☒ Trade Adjustment Assistance Act

☒ Community Services Block Grant

☒ Housing and Urban Development

☒ Unemployment Compensation

☒ Second Chance

☐ Other:

The agreed upon budget for other system costs must align with the Phase I MOU agreement that outlined shared customers and services. If it does not, then the Phase I MOU must be amended to justify the budgeted system costs and align with Phase II. Therefore, Local Boards and AJCC partners should start by reviewing their signed Phase I MOUs in order to determine what each partner previously agreed to.

The other system costs budget must be a consolidated budget that includes a line item for applicable career services. The signed Phase I MOU required identification of the career services that were applicable to each partner program. Accordingly, this budget must include each of the partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner. If new costs are accepted in Phase II then they must include language amending the Phase I descriptions as Phase I and Phase II must align for this budget.

Applicable Career Services are services authorized to be provide under each partner's program.

Summary of Career Services Applicable to Each One-Stop Delivery System Partner (Phase I MOU)

Basic Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
T-I Program Eligibility	✓	✓	✓		✓		
Outreach, Intake, Orient	✓	✓		✓	✓	✓	✓
Initial Assessment	✓	✓		✓	✓	✓	✓
Labor Exch/Job Search	✓	✓			✓	✓	✓
Referrals to Partners	✓	✓			✓	✓	✓
LMI	✓	✓			✓	✓	✓
Performance/Cost Info	✓	✓			✓		
Support Service Info	✓	✓		✓	✓	✓	✓
UI Info/Assistance	✓	✓			✓		
Financial Aid Info	✓	✓		✓	✓		✓

Basic Career Services	Tech Ed	T-V OAA	Job Corps	Native Am	MSF	YouthBuild	TAA
T-I Program Eligibility					✓	✓	✓
Outreach, Intake, Orient	✓	✓			✓	✓	✓
Initial Assessment		✓			✓	✓	✓
Labor Exchange/Job Search		✓			✓	✓	✓
Referrals to Partners					✓	✓	✓
LMI	✓	✓			✓	✓	✓
Performance/Cost Info					✓		✓
Support Service Info	✓				✓	✓	✓
UI Info/Assistance							✓
Financial Aid Info					✓	✓	✓
Basic Career Services	Comm Act	Housing	UI	Second Chance	EDD Veterans		
T-I Program Eligibility							
Outreach, Intake, Orient		✓			✓		
Initial Assessment		✓		✓	✓		
Labor Exchange/Job Search					✓		
Referrals to Partners	✓	✓		✓	✓		
LMI					✓		
Performance/Cost Info					✓		
Support Service Info	✓	✓		✓	✓		
UI Info/Assistance			✓		✓		
Financial Aid Info					✓		

Individual Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
Comp Assessment	✓	✓	✓				✓
IEP	✓	✓	✓		✓		✓
Career Plan/Counsel	✓	✓	✓	✓	✓	✓	✓
Short-Term Prevoc.	✓	✓	✓				
Internships/Work Experience	✓	✓	✓				✓
Out-of-Area Job Search	✓	✓	✓				✓
Financial Literacy	✓	✓	✓	✓			✓
IET/ELA	✓	✓	✓	✓			
Workforce Preparation	✓	✓	✓	✓	✓	✓	✓
Individual Career Services	Tech Ed	T-V OAA	Job Corps	Native Am	MSF	YouthBuild	TAA
Comp Assessment		✓			✓	✓	✓
IEP		✓			✓	✓	✓
Career Plan/Counsel		✓			✓	✓	✓
Short-Term Prevoc.	✓	✓			✓		
Internships/Work Experience	✓	✓			✓	✓	
Out-of-Area Job Search					✓		✓
Financial Literacy					✓	✓	
IET/ELA							
Workforce Preparation	✓	✓			✓	✓	✓

Individual Career Services	Comm Act	Housing	UI	Second Chance	EDD Veterans		
Comp Assessment					✓		
IEP		✓			✓		
Career Plan/Counsel		✓			✓		
Short-Term Prevoc							
Internships/Work Experience							
Out-of-Area Job Search					✓		
Financial Literacy							
IET/ELA							
Workforce Preparation					✓		

Required Consolidated Budget for the Delivery of Applicable Career Services

The other system costs budget must be a consolidated budget for applicable career services. This budget must include each of the partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner. Unlike the IFA, other system costs should include all costs, including personnel, related to the administration and delivery of those services.

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exch/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$1,242,478	\$1,293,137	\$0	\$300,000	\$1,247,182	\$1,797,588	\$13,862,024
Applicable Career Services	Tech Ed	T-V OAA	Job Corps	Native Am	MSF	YouthBuild	TAA
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exch/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$4,500	\$10,936	*	**	\$145,969	\$2,295	\$82,504
Applicable Career Services	Comm Act	Housing	UI	Second Chance	EDD-Veterans		
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exch/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$135,456	\$22,955	\$40,605	\$13,594	\$278,389		

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep	\$718,876	\$739,319	\$2,681,292	\$500,000	\$220,091	\$7,190,272	\$2,256,837
Applicable Career Services	Tech Ed	T-V OAA	Job Corps	Native Am	MSF	YouthBuild	TAA
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep	\$9,000	\$43,744	*	**	\$157,602	\$2,250	\$14,559
Applicable Career Services	Comm Act	Housing	UI	Second Chance	EDD- Veterans		
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep	\$0	\$1,032	\$0	\$0	\$49,127		
Consolidated budget total of career services delivered through the One-Stop system:							\$ 35,063,613

* According to the State Representative, the US Department of Labor has instructed the Job Corps not to sign the Amendment to the WIOA MOU, Phase II. Several requests for information and data were unsuccessful.

** Native American programs are not required to contribute to infrastructure funding but, as a required One-Stop partner, they are encouraged to contribute. Any agreement regarding the contribution or non-contribution to infrastructure costs by Native American programs must still be recorded in the signed MOU (WIOA Section 121[h][2][D][iv]).



Partner Agency Referral Form

Customer Information:

Name: _____

Address: _____

Phone Number: _____ Alternative Number: _____

Date of Birth: _____ Email: _____

Identifies as: Male Female Primary Language: _____

Services Requested: _____

Referred To:

Agency Name: _____ Contact Date: _____

Address: _____

Contact Person: _____ Contact Number: _____

Email: _____ Fax: _____

Appointment Date: _____ Appointment Time: _____

Release of Information Attached? Documents Needed for Appointment:

Yes

No

Referring Agency:

Agency Name: _____ Referral Date: _____

Contact Person: _____ Contact Number: _____

Email: _____ Fax: _____

Follow up / Result of Referral: *(Please route back to referring agency)*

Customer attended the scheduled appointment.

Customer did not attend the scheduled appointment.

Customer Rescheduled for: Date: _____ Time: _____

Next Steps:

Additional Comments:

**AGREEMENT FOR SPECIAL SERVICES
(CONTRACTOR)**

**SAN JOAQUIN VALLEY SUB REGIONAL PLANNING UNIT
AGREEMENT NO. _____**

THIS AGREEMENT, is made and entered into by and between the County of Kings (a political subdivision of the State of California), the Madera County Workforce Investment Corporation, the County of Merced (a political subdivision of the State of California), the County of San Joaquin (a political subdivision of the State of California), and the County of Stanislaus (a political subdivision of the State of California) (hereinafter referred to collectively as the "Sub-RPU Entities"); and, ProPath, Inc., located at 17891 Cartwright Road, Suite 100, Irvine, California 92614 (hereinafter referred to as "Contractor").

WHEREAS, the Sub-RPU Entities desire to contract with Contractor for special services which consist of acting as the One-Stop Operator for the Sub RPU Entities; and

WHEREAS, Contractor is specially trained, experienced, and competent to perform such services in connection with the specified duties of the One-Stop Operator as attached hereto as Exhibit "A"; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. Contractor's services include, but are not limited to, the following:

A. Acting as the one stop operator for the Sub-RPU Entities as contemplated in the attached Exhibit "A" (Scope of Work).

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

Exhibit A-Scope of Work
Exhibit B-Budget for Services

2. TERM

The term of this Agreement shall commence on the 1st day of July, 2017, and continue until the 30th day of June, 2018, unless sooner terminated in accordance with the sections

entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE", as set forth elsewhere in this Agreement.

3. COMPENSATION

The Sub-RPU Entities agree to a Total Agreement Price of Seventy Five Thousand Dollars and No/100 Cents (\$75,000) for all of Contractor's services to be provided herein, as are more specifically set forth under the "Scope of Work." Contractor will be paid separately by each Sub-RPU Entity in a percentage of the total and shall bill accordingly as follows:

Sub-RPU Entities	Share of Total Contract Price
Kings County	20% (\$15,000.00)
Madera County Workforce Investment Corporation	20% (\$15,000.00)
Merced County	20% (\$15,000.00)
San Joaquin County	20% (\$15,000.00)
Stanislaus County	20% (\$15,000.00)

The Total Agreement Price shall include all of the Sub-RPU Entities' compensation to Contractor, including reimbursement for all expenses incurred by Contractor in the performance of this Agreement. As stated in the Scope of Work, the separate Sub-RPU Entities may wish to have the Contractor provide additional services at the rate specified within the Scope. This will require a separate agreement, and the entity requesting the additional services will be solely liable for the cost of the services rendered and will be billed accordingly. Other than that exception, no other fees or expenses of any kind shall be paid to Contractor in addition to the Total Agreement Price. In no event shall the total services to be provided hereunder exceed the Total Agreement Price. This fee may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the Contractor and be mailed or delivered to Contractor at:

Name:	ProPath, Inc.
Address:	17891 Cartwright Road, Suite 100
City/State/Zip:	Irvine, California 92614

Contractor may request that the Sub-RPU Entities mail the check to Contractor, at such other address as Contractor may from time to time designate to the Sub-RPU Entities. Such request must be made in writing in accordance with the procedures as outlined under Section 7 of this Agreement.

4. PRICING CONDITIONS:

The Sub-RPU Entities agree to pay Contractor for all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to Contractor without formal approval by the entity in each of the separate Sub-RPU Entities of the Sub-RPU Entities having the power to enter into contracts or their authorized agent. In no event shall the total services to be performed hereunder exceed \$75,000.00.

The Sub-RPU Entities shall not be responsible for any charges or expenses incurred by Contractor, his/her agents, employees or independent Contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by the Sub-RPU Entities.

5. TERMS OF PAYMENT

Payment shall be only for full, complete satisfactory performance of the services required to be provided herein and as set forth under the attached "Scope of Work." Payment shall be made in the following manner:

Upon completion of the required services as set forth under Section "SCOPE OF SERVICES," Contractor shall submit an invoice **within 30 calendar days of each invoice period**, detailing the services it has provided and the amount owed under this Agreement. In addition to the invoice submitted by the Contractor for payment, Contractor must complete and submit to the Sub-RPU Entities, Form W-9, "A Request for Taxpayer Identification Number and Certification", located at (www.irs.gov/pub/irs-pdf/fw9.pdf). Both the invoice and W-9 form shall be forwarded to the points of contact at the address shown under Section 7 of this Agreement, **not later than thirty (30) calendar days after completion and acceptance by the separate Sub-RPU Entities of all tasks identified on the invoice**. Upon approval by separate Sub-RPU Entities of the Sub-RPU, the fee due hereunder shall be paid to Contractor within thirty (30) days following receipt of a complete and correct invoice.

Each invoice or approved alternate documentation must:

- A. Detail by task the service performed by Contractor.
- B. Detail the labor cost (number of hours) attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information and data requested by Sub-RPU Entities as deemed necessary by the Sub-RPU Entities to properly evaluate or process Contractors invoice.

In no event shall the Sub-RPU Entities be liable for the payment of any invoice not

submitted within thirty (30) calendar days following termination of the Agreement.

6. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT

Contractor shall have no claim against the Sub-RPU Entities for payment of any kind whatsoever for any services provided by Contractor which were provided after the expiration or termination of this Agreement. Should one or more Sub-RPU Entities elect to terminate this Agreement for any reason, then Agreement shall continue as to the other Sub-RPU Entities. The terminating Sub-RPU Entity(s) shall provide thirty (30) calendar days written notice to the Contractor and non-terminating Sub-RPU Entities of the termination date. Upon the effective date of such notice, all of the terms of this Agreement shall apply with regard to the terminating Sub-RPU Entity(s). Furthermore, the Total Agreement Price, or the remainder thereof, shall be reduced in proportion to the amount remaining of the Total Agreement Price attributable to the terminating Sub-RPU Entity(s).

7. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date

that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

Contractor <u>17891 Cartwright Road, Suite 100</u> <u>Irvine, California 92614</u> <u>Fax: 949-341-8008</u>	County of Kings <u>124 N. Irwin Street</u> <u>Hanford, California 93230</u> <u>Fax: 559-585-3536</u>
Madera County Workforce Investment Corporation <u>2037 W. Cleveland Avenue</u> <u>Madera, California 93637</u>	County of Merced <u>1205 West 18th Street</u> <u>Merced, California 95340</u> <u>Fax: 209-722-3592</u>
County of San Joaquin <u>56 South Lincoln Street</u> <u>Stockton, California 95203</u> <u>Fax: 209-462-3536</u>	County of Stanislaus <u>251 East Hackett Road C-2</u> <u>Modesto, California 95358</u> <u>Fax: 209-558-2164</u>

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

8. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to Contractor pursuant to this Agreement is based on the Sub-RPU Entities' continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the Sub-RPU Entities arising from this Agreement shall be immediately discharged. The Sub-RPU Entities agree to inform Contractor no later than ten (10) calendar days after the Sub-RPU Entities determine, in their judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this Agreement must be submitted to the Sub-RPU Entities prior to the final date for which funding is available. In the alternative, the Sub-RPU Entities and Contractor may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous Agreement terms in the event funding is reinstated. Also in the alternative, the Sub-RPU Entities may, if funding is provided to the Sub-RPU Entities in the form of promises to pay at a

later date, whether referred to as "government warrants," "IOUs," or by any other name, the Sub-RPU Entities may, in their sole discretion, provide similar promises to pay to the Contractor, which the Contractor hereby agrees to accept as sufficient payment until cash funding becomes available.

9. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by the Sub-RPU Entities at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon the effective date of termination, the Sub-RPU Entities shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by the Sub-RPU Entities. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

Should one or more Sub-RPU Entities wish to terminate this Agreement, the Agreement shall continue as to the other Sub-RPU Entities. The terminating Sub-RPU Entity(s) shall provide thirty (30) calendar days written notice to the Contractor and non-terminating Sub-RPU Entities of the termination date. Upon the effective date of such notice, all of the terms of this Section 9 shall apply with regard to the terminating Sub-RPU Entity(s). Furthermore, the Total Agreement Price, or the remainder thereof, shall be reduced in proportion to the amount remaining of the Total Agreement Price attributable to the terminating Sub-RPU Entity(s).

10. TERMINATION FOR CAUSE

The Sub-RPU Entities may terminate this Agreement and be relieved of making any payments to Contractor, and all duties to Contractor should the Contractor fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the Sub-RPU Entities may proceed with the work in any manner deemed proper by the Sub-RPU Entities. All costs to the Sub-RPU Entities shall be deducted from any sum otherwise due the Contractor and the balance, if any, shall be paid to the Contractor upon demand. Such remedy is in addition to such other remedies as may be available to the Sub-RPU Entities provided by law.

11. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

12. INSURANCE

- A. Prior to the commencement of work, and as a precondition to this Agreement, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements naming each entity comprising the Sub-RPU Entities as an additional insured on each policy. The insurance carrier shall be required to give Sub-RPU Entities notice of termination at least 10 days prior to the intended termination of any specified policy. Notice shall be given as specified above. Each certificate of insurance shall specify if Contractor has a self-insured retention ("SIR"), and if so, Contractor shall be required to provide the entire policy of insurance with which it has a SIR.
1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The Sub-RPU Entities and their officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
 3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the Sub-RPU Entities.
- B. Insurance Conditions
1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, may be accepted.
 2. Each of the above required policies shall be endorsed to provide the Sub-RPU Entities with 30 days prior written notice of cancellation. The Sub-RPU Entities are not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

13. INDEMNIFICATION

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, the Sub-RPU Entities, their Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, Agreement or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, sub-contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of the Sub-RPU Entities. This duty shall arise at the first claim or allegation of liability against the Sub-RPU Entities. Contractor will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

Each Sub-RPU entity agrees to indemnify, defend and hold harmless each of the other Sub-RPU Entities, their Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with services rendered to that specific entity under this Agreement by Contractor.

14. PATENT INDEMNITY

The Contractor shall hold the individual Sub-RPU Entities of the Sub-RPU Entities, their officers, agents, and employees, harmless from liability of any nature in kind, including costs and expenses, from infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with this proposal. The Contractor may also be required to furnish a bond or other indemnification to the Sub-RPU Entities against any and all loss, damage, costs, expenses, claims, and liability for patent or copyright infringement.

15. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. The Sub-RPU Entities shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of Sub-RPU Entities is to assure that the services

covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall hold the Sub-RPU Entities harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security income tax; and any other obligations from statutes or codes applying to Contractor, or its sub-contractors and employees, if any.

It is mutually agreed and understood that Contractor, its sub-contractors and employees, if any, shall have no claim under this Agreement or otherwise against the Sub-RPU Entities for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, sub-contractors and their employees, and any other individuals used to perform the Contracted services are aware and expressly agree that the Sub-RPU Entities are not responsible for any benefits, coverage or payment for their efforts.

16. RECORDS, INFORMATION AND REPORTS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, the Sub-RPU Entities shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, Contractor shall furnish the Sub-RPU Entities such periodic reports as the Sub-RPU Entities may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the Contractor.

17. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor hereunder are the exclusive property of the Sub-RPU Entities and upon request of a Sub-RPU Entity or Entities shall be delivered upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of the Sub-RPU Entities, and to the extent permitted by law, shall become the property of the Sub-RPU Entities. Contractor may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by the Sub-RPU Entities.

18. QUALITY OF SERVICE

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

19. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of the Sub-RPU Entities as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of this Agreement to the personal satisfaction of the Sub-RPU Entities. The Sub-RPU Entities shall determine compliance in good faith as a reasonable person would under the circumstances.

20. PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as Public Agency) located in the State of California shall have the option of participating in this agreement at the same prices and terms and conditions. The Sub-RPU Entities are not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments with the Contractor.

21. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

22. THE SUB-RPU ENTITIES NOT OBLIGATED TO THIRD PARTIES

The Sub-RPU Entities shall not be obligated or liable hereunder to any party other than Contractor.

23. LAWS, LICENSES, PERMITS AND REGULATIONS

Contractor and the Sub-RPU Entities agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and the Sub-RPU Entities, their sub-grantees, Contractors, or sub-contractors, and their work.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Kings, Madera County Workforce Investment Corporation, County of Merced, County of San Joaquin; County of Stanislaus; and all other appropriate governmental agencies, including any certification and credentials required by the Sub-RPU Entities. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by the Sub-RPU Entities.

24. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by the Sub-RPU Entities, of any payment to Contractor constitute, or be construed as, a waiver by the Sub-RPU Entities of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by the Sub-RPU Entities while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

25. PERSONNEL

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

26. SUB-CONTRACTS - ASSIGNMENT

Contractor shall not sub-contract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by the Sub-RPU Entities. Contractor remains legally responsible for the performance of all Agreement terms including work performed by third parties under sub-contracts. Any sub-contracting will be subject to all applicable

provisions of this Agreement. Contractor shall be held responsible by the Sub-RPU Entities for the performance of any sub-contractor whether approved by the Sub-RPU Entities or not.

27. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon the Sub-RPU Entities unless agreed in writing by the Sub-RPU Entities and their counsel.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in the county where services are being provided, unless the parties agree otherwise or are otherwise required by law.

28. BREACH OF AGREEMENT

Upon breach of this Agreement by Contractor, the Sub-RPU Entities shall have all remedies available to it both in equity and/or at law.

29. LIMITATION ON LIABILITY

In the event there is a claim of breach against one or more of the Sub-RPU Entities that is a signatory to this Agreement, Contractor shall be limited to recovery against the breaching entity only. Contractor shall have no cause of action against the non-breaching Sub-RPU Entities, their Board of Supervisors, officers, employees, agents and assigns. Contractor expressly waives any right to recovery in any amount for any cause of action or legal theory against the non-breaching Sub-RPU Entities.

30. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the Sub-RPU Entities may themselves perform, or cause the performance of, such agreement or obligation. In that event, Contractor will, on demand, fully reimburse the Sub-RPU Entities for all such expenditures. Alternatively, the Sub-RPU Entities, at their option, may deduct from any funds owed to Contractor the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the Sub-RPU Entities by law or as otherwise stated in this Agreement.

31. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full

force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

32. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor shall ensure that no conflict of interest exists between its officers, employees, or sub-contractors, and the Sub-RPU Entities. Contractor shall ensure that no officer or employee of the Sub-RPU Entities is placed in a position that enables them to influence this Agreement in a manner that will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no employee of the Sub-RPU Entities shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the Sub-RPU Entities.

33. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

Contractor and any sub-contractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of the Sub-RPU Entities, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of the Sub-RPU Entities' employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all sub-agreements related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

34. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

35. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from the Sub-RPU Entities may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

36. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by all parties.

ProPath, Inc.



Signature

DAVID BARQUERO

Print Name

PRESIDENT

Title

7/10/17

Dated

///

County of Kings

APPROVED AS TO LEGAL FORM
KINGS COUNTY COUNSEL (*If
Applicable*)

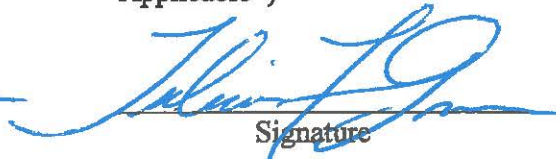

Signature
Craig Pedersen
Print Name

Chairman

Title

JUL 25 2017

Dated


Signature
JULIANA F GMUR
Print Name

ASSISTANT COUNTY COUNSEL

Title

JULY 26, 2017

Dated

Madera County Workforce Investment Corporation


Signature

Elaine M Craig
Print Name

Executive Director
Title

7-6-17

Dated

County of Merced

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL (*If
Applicable*)



Signature

Daron McDaniel

Print Name

Chairman

Title

AUG 1 5 2017

Dated



Signature

Kimberly R. Helms

Print Name

Deputy County Counsel

Title

Aug. 4, 2017

Dated

County of San Joaquin

APPROVED AS TO LEGAL FORM
SAN JOAQUIN COUNTY COUNSEL (*If
Applicable*)



Signature

CHARLES WINN

Print Name

CHAIRMAN, BOARD OF SUPERVISORS

Title

7/25/2017

Dated



Signature

JASON R. MORRISH

Print Name

DEPUTY COUNTY COUNSEL

Title

7/18/17

Dated

///

County of Stanislaus

APPROVED AS TO LEGAL FORM
STANISLAUS COUNTY COUNSEL (*If
Applicable*)



Signature



Print Name



Title



Dated



Signature



Print Name



Title



Dated

EXHIBIT "A"
Scope of Work

ProPath, Inc. shall provide the following mandatory duties in execution of the One-Stop Operator services requested by the Sub-RPU Entities as follows:

- Participate in the coordination of partner meetings at least once a quarter. ProPath staff will attend the meeting in person, although there is the option to use other means to participate in meetings that are acceptable and approved in advance by the affected Sub-RPU. ProPath will establish a calendar of these meetings for the entire year. Additional meetings can be coordinated if suggested or needed to advance the collaboration or implement new policy or procedures.
- Provide quarterly reports to all parties in the SJV Sub-RPU concerning the assessment of compliance with the separate memorandums of understanding between service providers and one-stop partners.
- Provide an end of the year comprehensive report to all parties in the SJV Sub-RPU and present the One-Stop Operator's findings to each workforce development board in person, and be available to respond to inquiries.
- Implement policies established by the local Workforce Development Workforce Boards.
- Complete all other duties that may be necessary to fulfill the requirements of 20 CFR 678.620 and maintain compliance as a One Stop Operator.

EXHIBIT "B"
Budget for Services

Service Description	Hours Assigned	Cost Per Hour	Total
Participate in the coordination of partner meetings at least once a quarter. ProPath staff will attend the meeting in person, although there is the option to use other means to participate in meetings that are acceptable and approved in advance by the affected Sub-RPU. ProPath will establish a calendar of these meetings for the entire year. Additional meetings can be coordinated if suggested or needed to advance the collaboration or implement new policy or procedures.	200 Hours	\$100/HOUR	\$20,000
Provide quarterly reports to all parties in the SJV Sub-RPU concerning the assessment of compliance with the separate memorandums of understanding between service providers and one stop partners.	100 Hours		\$10,000
Provide an end of the year comprehensive report to all parties in the SJV Sub-RPU and present the One-Stop Operator's findings to each workforce development board in person, and be available to respond to inquiries.	200 Hours		\$20,000
Implement policies established by the local Workforce Development Workforce Boards.	80 Hours		\$8,000
Complete all other duties that may be necessary to fulfill the requirements of 20 CFR 678.620 and maintain compliance as a One Stop Operator.	120 Hours		\$12,000
Travel/Travel Expenses	Flat \$5,000		\$5,000
TOTAL CONTRACT COST			\$75,000



Board of Supervisors San Joaquin County

MONICA NINO
County Administrator

J. MARK MYLES
County Counsel

MIMI DUZENSKI
Clerk of the Board

CHUCK WINN
Chair
Fourth District

MIGUEL VILLAPUDUA
Vice Chair
First District

KATHERINE M. MILLER
Second District

TOM PATTI
Third District

BOB ELLIOTT
Fifth District

Agenda

**BOARD CHAMBERS, SAN JOAQUIN COUNTY ADMINISTRATION BUILDING
44 N. SAN JOAQUIN STREET, 6TH FLOOR, STOCKTON, CA
TUESDAY, JULY 25, 2017
9:00 AM**

Commencement of Meeting
A Moment of Silence
Pledge of Allegiance
Roll Call

RECOGNITIONS/PRESENTATIONS

1. BOS - Recognition of Ripon Fire Chief Dennis Bitters for His Service as the Mutual Aid Coordinator in San Joaquin County.

MINUTES

1. Board of Supervisors - Budget Meeting - June 27, 2017 9:00 A.M.
2. Board of Supervisors - Budget Meeting - June 28, 2017 9:00 A.M.

APPOINTMENTS TO BOARDS AND COMMISSIONS

1. BOS - Conduct Interview and Approve the Appointment of One Position to the Housing Authority Board: (1) Commissioner, Position No. 3605.

PUBLIC COMMENT/CONSENT ITEMS

Persons wishing to address the Board may complete the Public Comment Form, which is located in the tray on the back wall of Chambers, or which may be obtained from the Board of Supervisors' Office, Suite 627. Completion of the Public Comment Form is voluntary. Public Comments are limited to three (3) minutes. **Please no personal attacks.**

CONSENT ITEMS # 1 - 49**CONSENT - GENERAL GOVERNMENT**

1. BOS - Receive and Refer all Board Communications this Date as Outlined on the Communications Distribution Listing.
2. CAO - Retroactive Approval of Agreement with Shaw/Yoder/Antwih, Inc. for State Legislative Advocacy Services for a Two-Year Term Effective July 1, 2017 through June 30, 2019, Totaling \$233,082.48.
3. CAO - Approval of Debt Management Guidelines and Procedures for the County of San Joaquin.
4. CAO - Approve a Resolution Confirming Support for the Extension of Pacific Gas and Electric Company's Enhanced Economic Development Rate.
5. CDD - Resolution for the Recovery of Weed and Rubbish Abatement Costs for Calendar Year 2016 Directing the Auditor-Controller to Place a Special Assessment on the Attached List of Properties that have been Abated per San Joaquin County Ordinance Number 4286.
6. CDD - Resolution Authorizing the Chair of the Board of Supervisors to Execute a Rescission of California Land Conservation Contracts to Facilitate Lot Line Adjustments and the Execution of New California Land Conservation Contract Nos. PA-1500239, French Camp Partners West & GSVF I/French Camp West; PA-1600153, Viera Family LTD PTP etal; and PA-100204 Kautz. (1st, 4th, 5th Districts)
7. COB - Approve the Announcement of Three Positions to the Agricultural Advisory Board: Third Supervisorial District Representative, Position No. 1103.1; Third Supervisorial District Representative, Position No. 1103.2; and California Women for Agriculture Representative, Position No. 1111.
8. COB - Approve the Announcement of One Position to the Assessment Appeals Board #1: Second Regular Member, Position No. 1312.
9. COB - Approve the Announcement of Two Positions to the Assessment Appeals Board #2: Second Regular Member, Position No. 1322 and Third Regular Member, Position No. 1323.
10. COB - Approve the Announcement of One Position to the Camanche Regional Park Advisory Board: San Joaquin County Board of Supervisors Representative, Position No. 1801.1.
11. COB - Approve the Announcement of One Position to the Parks and Recreation Commission: Fourth Supervisorial District Representative, Position No. 5104.

12. COB - Approve the Announcement of One Position to the Tracy Public Cemetery District Board of Trustees: Director, Position No. 6501.5.

CONSENT - HEALTH AND HUMAN SERVICES

13. BHS - Adoption of Resolution Authorizing Behavioral Health Services to Accept the Grant Award of \$6,000,000 from the California Board of State and Community Corrections for the Proposition 47 Grant Program and Authorizing the Health Care Services Agency Director to Execute Agreement Documents and Approval of Related Budget Adjustments Increasing Appropriations by \$2,000,000 with Offsetting Revenue. **(4/5ths Vote Required)**
14. BHS - Retroactive Approval of 2017-2018 Community Service Agreements with the University of the Pacific to Provide Mental Health Services for the Period of July 1, 2017 to June 30, 2018, for a Total Cost of \$1,803,741.
15. BHS - Retroactive Approval of Mental Health Performance Contract with the State Department of Health Care Services for 2016-2017.
16. BHS - Retroactive Approval of 2017-2018 Agreement with Westcare California, Inc., for Behavioral Health Services to Provide Specialized Treatment for Optimized Programming for an Estimated Total Revenue Amount of \$638,523.
17. BHS - Approval of Behavioral Health Services Three-Year Drug Medi-Cal Organized Delivery System Implementation Plan.
18. COB - Approve the Announcement of Two Positions to the Community Action Board: First Supervisorial District Representative, Position No. 2401 and Fifth Supervisorial District Representative, Position No. 2405.
19. COB - Approve the Announcement of Four Positions to the Council for Quality Education and Care of Children: Child Care Provider Representative, Position No. 2501.1; Community Representative, Position No. 2502.1; Community Representative, Position No. 2502.2; and Public Agency Representative, Position No. 2505.19.
20. EEDD - Approval of the San Joaquin County Workforce Innovation and Opportunity Act Four-Year Local Plan and the San Joaquin Valley and Associated Counties Four-Year Regional Plan for Program Years 2017-2021.
21. EEDD - Approval of Program Year 2017-2018 Workforce Innovation and Opportunity Act Title I Subgrant Agreement for the Period April 1, 2017 through June 30, 2019, Totaling \$2,986,903 in Youth Formula Funds and Authorize the Acceptance of an Additional \$5,284,472 in Adult and Dislocated Worker Formula Funds to be Added by the State into the Subgrant Agreement After July 1, 2017, for a Total of \$8,271,375.

22. EEDD - Authorization to Fund Pro Path, Inc., to Provide America's Job Center of California "One-Stop Operator" Services for the Period July 1, 2017 through June 30, 2018, Totaling \$15,000.
23. HSA - Approval of the Amended and Restated Joint Exercise of Power Agreement and Memorandum of Understanding with the California Automated Consortium Eligibility System.
24. HSA - Retroactive Approval of Memorandum of Understanding with California Department of Social Services to Provide Legal Consultation and Representation from January 1, 2017 through June 30, 2019.
25. HSA - Approval of Amendment No. 2 to the 2017 Community Services Block Grant Contract No. 17F-2038 with the California Department of Community Services and Development to Increase Total Funding from \$556,643 to \$970,341 through December 31, 2017.
26. HSA - Retroactive Approval of 13 Agreements with Seven Providers for a Total of \$519,369 to Provide Older Americans Act Title III Program Services from July 1, 2017 through June 30, 2018.
27. PHS - Retroactive Authorization for Public Health Officer to Sign Acceptance of Award from the California Department of Public Health for the Tuberculosis Prevention and Control Program Base Award and Food, Shelter, Incentives, and Enablers Allotment for the Period July 1, 2017 through June 30, 2018, for a Maximum Amount of \$321,022.
28. SJGH - Approval of Physician Employment Agreement for Rashna Ginwalla, MD, Department of Surgery, at a Base Salary Cost of \$255,544 for the Period September 4, 2017 through June 30, 2018, and an Annual Base Salary Cost of \$302,006.
29. SJGH - Accept Report on Staffing Costs for San Joaquin General Hospital and Approval of Increase in the Financial Allocation for the Agreement with Maxim Healthcare Services, Inc. DBA Maxim Staffing Solutions to Provide Supplemental Staffing, Increasing the Not to Exceed Total Amount to \$16,000,000 for the Period June 14, 2016 through June 13, 2018.
30. SJGH - Retroactive Approval of Contract Supplement with McKesson Technologies, Amending License Agreement Dated June 20, 2006 to Extend the Term from June 19, 2017 to June 19, 2022, for a Total Amount of \$157,355.
31. SJGH - Approve Second Extension of Agreement with ERP Analysts Inc. for PeopleSoft Consultant Services Extending the Termination Date from June 30, 2017 to October 31, 2017, and Increasing the Amount by \$99,200, for a Total Amount Not to Exceed \$197,625.

CONSENT - IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

32. COB - Approve the Announcement of Two Positions to the In-Home Supportive Services Advisory Committee: Other Representative, Position No. 3701.3 and User Representative, Position No. 3703.6.

CONSENT - LAW & JUSTICE

33. PROB - Approval of Victor Community Support Services, Inc. Agreement for Evidence Based Programming and Other Services in the Amount of \$723,600 for Fiscal Year 2017-2018.
34. PROB - Approval of Interagency Agreement with San Joaquin County Office of Education for Probation Services for the 2017-2018 Fiscal Year in the Amount of \$77,259.
35. PROB - Approval of Interagency Agreement with San Joaquin County Office of Education for the Probation Services for the 2017-2018 Fiscal Year in the Amount of \$450,000.
36. PROB - Approval of Aramark Correctional Services Agreement for Food Services in the Amount of \$682,000 for Fiscal Year 2017-2018.
37. PROB - Approval of Allied Universal Security Services Agreement for Unarmed Security Services in the Amount of \$105,900 for Fiscal Year 2017-2018.
38. PROB - Accept the Public Safety Realignment Act 2017 Annual Report: An Examination of AB109 Recidivism in San Joaquin County in Year 5.
39. S/O - Approve Purchase of Rapid Infrared Threat Assessment Device for \$5,200 and Related Budget Adjustments. **(4/5ths Vote Required)**
40. S/O - Approve Addition of One Sergeant and One Deputy Sheriff Position for Mountain House Police Services and Related Budget Adjustments of \$530,351. **(4/5ths Vote Required)**

CONSENT - PUBLIC WORKS

41. PW - Agreement for Design Engineering Services with Hardesty & Hanover, LLP., in the Amount of \$1,342,000 for Five Movable Span Bridges in San Joaquin County. (3rd and 4th Districts) **(4/5ths Vote Required)**
42. PW - Approval and Adoption of Plans and Specifications for the Bright, Endow and Lockhart Roads Resurfacing and **Setting a Bid Opening Date of August 17, 2017, at 1:30 P.M.** (1st District)
43. PW - Award of Contract for the Cherokee Road Improvements to DSS Company DBA Knife River Construction, Inc., in the Amount of \$2,229,229 and Authorization of Change Order Authority of up to \$222,771. (1st and 2nd Districts) **(4/5ths Vote Required)**

44. PW - Report of Delinquent Mandatory Residential Refuse Collection Charges for Service Year 2016-2017. (All Districts)
45. PW - Extension of Agreement with Foothill Sanitary Landfill, Inc., for Operation of the Foothill Sanitary Landfill. (4th District)
46. PW - Award of Contracts for the Job Order Contracts JOC-005, JOC-006, and JOC-007 to Tom Mayo Construction, Inc., T & S Intermodal Maintenance, Inc., dba T & S West, and George Reed, Inc., Respectively with each Contract for a One-Year Period and for a Minimum Contract Value of \$50,000, and a Maximum Contract Value of \$3,000,000. (All Districts)
47. PW - Award of Contract for the Mariposa Road Bridge No. 29C-176 Scour Mitigation Project at South Littlejohns Creek to T & S Intermodal Maintenance, Inc., DBA T & S West Inc., in the Amount of \$407,000, and Authorization of Change Order Authority of up to \$40,000. (4th District) **(4/5ths Vote Required)**
48. PW - Resolution Declaring the Sacramento-San Joaquin Delta as a Community. (4th District)
49. PW - Approve and Accept the Public Access Feasibility Study for the Woodward Island Ferry Ramp Replacement Project over Middle River - Phase II and Determine that a Public Access Facility is not Feasible. (3rd District)

SCHEDULED MORNING ITEMS/PUBLIC HEARINGS

1. PW - 9:00 A.M - Public Hearing Regarding Proposed Service Charge Increases for Bowling Green Estates Maintenance District and Silva Gardens Lighting District. (1st and 3rd Districts)

DISCUSSION

DISCUSSION - GENERAL GOVERNMENT

1. GEN/SER - Approval of Renewal of the Downtown Stockton Property-Based Business Improvement District and Increase in Annual Assessment from \$70,841 Per Year to \$74,383 Per Year and Authorize the County Administrator to Cast All Votes Affirmative.

BOARD OF SUPERVISORS COMMENTS AND COMMITTEE REPORTS

CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
California Government Code Section 54957

Title: County Administrator

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to California Government Code Section 54956.9(b): One Case

DISCUSSION

DISCUSSION - GENERAL GOVERNMENT

1. CAO - Review and Approve Recommended Amendment to Employment Agreement with Monica Nino, County Administrator of San Joaquin County, Including Changes to Salary and/or Benefits.

SCHEDULED AFTERNOON ITEMS

1. PW - 1:30 P.M. - Public Hearing Regarding Proposed Service Charge Increases for County Service Area 3 Zone A. (2nd District)

DEPARTMENT PRESENTATIONS

1. HCS - Presentation on the San Joaquin County Health Care Services Department Functions, Programs and Highlights.
2. PROB - Presentation on the San Joaquin County Probation Department Functions, Programs and Highlights.

ADJOURN TO TUESDAY, AUGUST 8, 2017 AT 9:00 A.M.

Note: If you need disability-related modification or accommodation in order to participate in this meeting, please contact the Clerk of the Board of Supervisors at (209) 468-2350 at least 48 hours prior to the start of the meeting. Government Code Section 54954.2(a).

Materials related to an item on this agenda submitted to the Board of Supervisors after distribution of the agenda packet are available for public inspection in the Board of Supervisors' Office at 44 N. San Joaquin Street, Suite 627, Stockton, during normal business hours.

Attachment B3**Before the Board of Supervisors**

County of San Joaquin, State of California

B-17-189

MOTION: Villapudua/Patti/3

**RETROACTIVE APPROVAL OF WORKFORCE DEVELOPMENT BOARD
APPLICATION TO BE AMERICA'S JOB CENTER OF CALIFORNIA ADULT AND
DISLOCATED WORKER CAREER SERVICES PROVIDER**

THIS BOARD OF SUPERVISORS DOES HEREBY retroactively approve the attached San Joaquin County Workforce Development Board (WDB) Application to the Governor Requesting Approval to be America's Job Center of California (AJCC) Adult and Dislocated Worker Career Services Provider in San Joaquin County; and

FURTHER, authorize the Chair of the Board of Supervisors (BOS) to sign the attached Application and any documents related to this action.

I HEREBY CERTIFY that the above order was passed and adopted on 03/21/2017 by the following vote of the Board of Supervisors, to wit:

AYES: **Villapudua, Patti, Winn**NOES: **None**ABSENT: **Miller, Elliott**ABSTAIN: **None**

MIMI DUZENSKI
Clerk of the Board of Supervisors
County of San Joaquin
State of California

Mimi Duzenski

Attachment: B-17-189 [Revision 2] (BL-17-12 : EEDD - Retroactive Approval of WDB Application to be AJCC)

JOHN M. SOLIS
Executive Director



BOARD OF SUPERVISORS
MIGUEL VILLAPUDUA
First District
KATHERINE M. MILLER
Second District
TOM PATTI
Third District
CHUCK WINN
Fourth District
BOB ELLIOTT
Fifth District

C O U N T Y O F S A N J O A Q U I N
 EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT
 WINNER OF NATIONAL ALLIANCE OF BUSINESS DISTINGUISHED SERVICE AWARD

March 21, 2017

Board of Supervisors
 Administration Building
 44 N. San Joaquin Street, Suite 627
 Stockton, CA 95202

Dear Board Members:

**RETROACTIVE APPROVAL OF WORKFORCE DEVELOPMENT BOARD
 APPLICATION TO BE AMERICA'S JOB CENTER OF CALIFORNIA ADULT AND
 DISLOCATED WORKER CAREER SERVICES PROVIDER**

RECOMMENDED

It is recommended that the Board of Supervisors:

Retroactively approve the attached San Joaquin County Workforce Development Board (WDB) Application to the Governor Requesting Approval to be America's Job Center of California (AJCC) Adult and Dislocated Worker Career Services Provider in San Joaquin County; and

Authorize the Chair of the Board of Supervisors (BOS) to sign the attached Application and any documents related to this action.

REASONS FOR RECOMMENDATION

Background:

On December 19, 2016, the State Employment Development Department (EDD), Workforce Services Branch, released Directive WSD16-14. The Directive provides information on One-Stop Operators and guidance to Local Workforce Development Areas (LWDA) on the application process to approve Career Service Providers under the Workforce Innovation and Opportunity Act (WIOA).

Under the WIOA, local WDBs have the flexibility to provide Adult and Dislocated Worker Career Services with the approval of the Chief Elected Official (Chair of the BOS) and the State. The attached application must demonstrate that the Administrative Entity has the experience, expertise, and capacity to deliver the full array of Career Services under the WIOA (see application for detailed description of Career Services).

The BOS designated the Employment and Economic Development Department (EEDD) as the Administrative Entity with oversight by the local WDB. The WDB members are appointed by the BOS and serve two-year terms. The WDB must have a business majority and include other governmental and non-governmental entities required under WIOA. The EEDD has served as the Administrative Entity for many years providing workforce development services on behalf of the County: Initially under the Job Training Partnership Act (1983-2000); the Workforce Investment Act (2000-2015); and currently under the WIOA (2015 to the present).

Under the WDB's oversight, the EEDD has a very successful track record, meeting or exceeding performance standards every year since its designation as the Administrative Entity for workforce development programs dating back to 2000, the first year of the Workforce Investment Act (2000-2015), and currently under the WIOA. The application process requires a comparison of the local WDB performance to that of the other workforce areas in our Regional Planning Unit (RPU). San Joaquin is one of eight workforce areas that comprise the Central Valley RPU and includes the counties of Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern/Inyo/Mono. The following table reflects the performance outcomes of San Joaquin County compared to the average performance outcomes of the RPU as required in the application.

Comparison of Adult Performance Measures with the RPU

Adult Program	Entered Employment		Retention		Earnings	
	SJCWDB	RPU	SJCWDB	RPU	SJWDB	RPU
PY 2013-14	73.5%	68.4%	81.1%	81.2%	\$13,128	\$12,717
PY 2014-15	74.1%	72.8%	83.3%	82.9%	\$19,099	\$13,856
PY 2015-16	77.0%	71.0%	90.1%	79.1%	\$18,814	\$14,163

Comparison of Dislocated Worker Performance Measures with the RPU

DW Program	Entered Employment		Retention		Earnings	
	SJCWDB	RPU	SJCWDB	RPU	SJWDB	RPU
PY 2013-14	78.5%	75.1%	84.3%	83.0%	\$16,866	\$15,351
PY 2014-15	82.1%	80.4%	87.7%	86.9%	\$17,988	\$16,097
PY 2015-16	85.3%	78.5%	88.1%	86.3%	\$15,723	\$16,164

The RPU average performance was slightly higher in only two measures: Adult Retention (by 0.1% in PY 13-14) and DW Earnings (\$441 or 2.7% in PY 15-16).

To be considered for approval as a service provider of Career Services by the California Workforce Development Board (CWDB), the completed application (attached) must:

Identify the factors that guided the Local Workforce Development Board (LWDB) decision to submit the Request;

Demonstrate that participants are better served by the Administrative Entity/EEDD and the WorkNet System than they would be through a new, contracted provider;

Describe the basic and individualized Career Services that will be provided and the Administrative Entity's past experience in providing these services;

Provide performance outcomes for the last three Program Years (PY 2013-14, PY 2014-15, and PY 2015-16) and how these outcomes compare to others in our RPU;

Provide evidence that the Administrative Entity/EEDD is qualified to provide Career Services and testimonials that speak to the effectiveness and efficiency in the provision of those services; and

Be signed by the Chair of the WDB and Chair of the BOS as a result of action at a public meeting.

The attached application includes comprehensive responses to the aforementioned prerequisites and all required justification to support the Administrative Entity/EEDD continuing to provide quality Career Services in San Joaquin County.

The State recognizes that most local WDBs, as the designed Administrative Entities, currently provide Career Services on behalf of their Chief Elected Officials and have done so since the inception of WIA more than 17 years ago. Moreover, the State's application process provides specific flexibility for the local areas to continue providing Career Services if the Administrative Entity and Chief Elected Official agree. The provision of Career Services by the WDB is consistent with the BOS's designation of it as the local Administrative Entity overseeing workforce development funding on behalf of the BOS. This designation ensures maximum fiscal accountability to the BOS and continued compliance with all federal and State requirements, including performance standards, related to the provision of Career Services and operations funded under WIOA.

If this request is denied, Career Services would have to be provided on behalf of the Board of Supervisors and WDB by an outside entity that may not have the extensive experience, internal controls, qualified staff, financial resources leveraged, or network of partner organizations that the EEDD has established over more than 30 years. As both an employment and economic development agency, EEDD is uniquely positioned to integrate services to business and job seekers by helping to ensure employer needs are met with a local, well trained workforce. Quality Career Services are a key element for the success of business and job seekers.

It is unlikely that other organizations can match EEDD's experience in providing Career Services as mandated under WIOA, successful performance, necessary internal controls, and long standing partnerships with required partners like the Human Services Agency, the State Employment Development Department, Delta College, the State Department of Rehabilitation, County Probation, County Office of Education, Adult Education, and many others. In total, there are 17 organizations that have signed a formal agreement with EEDD at the center of the One-Stop service delivery system in San Joaquin County.

The current organizational structure under EEDD's WorkNet One-Stop system has the dedicated staff with the experience, knowledge, skills and abilities to maintain the delivery of Career Services with no disruption to the WorkNet Center Operations County-wide.

Career Services staff have the authority to allocate resources for the delivery of services to eligible customers. A seasoned and well trained staff minimizes the risk of disallowed costs. Historically, most of the disallowances throughout the Country have occurred when authorization was shifted to third party agencies instead of staff employed by the fiscal agent.

It is therefore recommended to approve the attached application to the Governor.

WDB Action

On February 22, 2017, the WDB unanimously approved the attached San Joaquin County WDB Application to the Governor Requesting Approval to be America's Job Center of California (AJCC) Adult and Dislocated Worker Career Services Provider in San Joaquin County.

Due to the State's March 1, 2017, deadline to submit the application, the draft application signed by the WDB Chair on February 22, 2017, was forwarded to the State pending approval of the BOS.

FISCAL IMPACT

There is no cost to the County for the approval of this recommendation.

ACTION TO BE TAKEN FOLLOWING APPROVAL

The signed application will be forwarded to the State as required per the established application process. The BOS Chair will be notified in writing by May 1, 2017, regarding the status of the Application.

Sincerely,



JOHN M. SOLIS
EXECUTIVE DIRECTOR

JMS/RA:gg

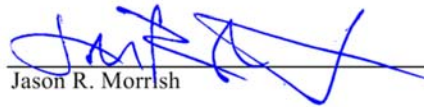
c: County Administrator
County Counsel
Auditor-Controller
Board Clerk for the 3/21/17 Meeting

Reviewed by County Administrator's Office:

Reviewed by County Counsel's Office:


Rod Kawano

2/28/2017


Jason R. Morrish

3/6/2017



Request for Approval to be America's Job Center of CaliforniaSM Adult and Dislocated Worker Career Services Provider

Local Workforce Development Board

**San Joaquin County
Workforce Development Board**

Local Workforce Development Area

San Joaquin County

The *Workforce Innovation and Opportunity Act* (WIOA) allows Local Workforce Development Boards (Local Boards) to be an Adult and Dislocated Worker Career Services Provider with the agreement of the Chief Elected Official (CEO) and the Governor.

This application will serve as the Local Board's or administrative entity's request for Governor Approval to be an Adult and Dislocated Worker Career Services Provider within a Local Workforce Development Area (Local Area) under WIOA. The application must be submitted to the California Workforce Development Board (State Board) by March 1, 2017, through one of the following methods:

Mail	California Workforce Development Board P.O. Box 826880 Sacramento, CA 94280-0001
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Overnight Mail/ Hand Deliver	California Workforce Development Board 800 Capitol Mall, Suite 1022 Sacramento, CA 95814
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If the State Board determines the request is incomplete, it will either be returned or held until the necessary documentation is submitted. Please contact your [Regional Advisor](#) for technical assistance or questions related to completing and submitting this request.

San Joaquin County Workforce
Development Board

Name of Local Board

56 South Lincoln Street

Mailing Address

Stockton, CA 95203

City, State Zip

John M. Solis

Contact Person

209-468-3500

Contact Person's Phone Number

March 1, 2017

Date of Submission

Request for Approval to be Adult and Dislocated Worker Career Services Provider

Local Chief Elected Official Statement

A Local Board or administrative entity that seeks approval to be an Adult and Dislocated Worker Career Services Provider within an America's Job Center of CaliforniaSM must provide a statement from the local CEO indicating his/her request as well as responses to the following questions.

- 1. What factors guided the Local Board's or administrative entity's decision to submit this application to be an Adult and Dislocated Worker Career Services Provider within the Local Area?**

The San Joaquin County Board of Supervisors and Workforce Development Board (LWDB) are fully committed to ensuring adults and dislocated workers have access to high quality workforce preparation services provided by dedicated, well-trained staff. Each Board understands that the provision of Career Services under the Workforce Innovation and Opportunity Act (WIOA) is an essential element supporting a vibrant and growing regional economy by helping business access a well-trained and productive workforce.

WIOA services (including Career Services) are currently provided by the San Joaquin County's Employment and Economic Development Department (EEDD)/WorkNet. By order of the Board of Supervisors, the Department has served as the Administrative Entity for workforce development programs dating back to the inception of the Job Training Partnership Act (JTPA) and the Workforce Investment Act (WIA). The Department has an exceptional history of success as demonstrated by the receipt of several national awards. Moreover, the Department has met or exceeded every WIA and WIOA performance standard between 2000 and 2016.

The Department also is the Administrative Entity for the County's Economic Development Association and Revolving Loan Fund. The fact that these programs operate under one organization provide for a more seamless, productive, and efficient workforce development system in San Joaquin County. The Department also leads Business Team San Joaquin (BTSJ) which is a public/private partnership between the Economic Development Association of San Joaquin County, the Chambers of Commerce, economic development departments of the local municipalities, the Port of Stockton, the San Joaquin Regional Transit District, the

Stockton Metropolitan Airport, and local businesses. BTSJ's purpose is to foster business growth and prosperity in the San Joaquin County region which results in the creation/retention of jobs in San Joaquin County.

2. How would participants be better served by the Local Board or administrative entity acting in this role rather than through the awarding of contracts?

The Administrative Entity is unique in that it effectively integrates economic development and business engagement resources, local required partner relationships, local labor market expertise, internal controls, and a long-standing history of successful service to the target populations. Moreover, many of the relationships with local business and Title II, III, IV, and TANF partners have been forged over many years, even decades, and cannot be replicated without a substantial investment of time should a new entity attempt to provide these services.

The Board of Supervisors has also authorized the Administrative Entity to work in partnership with the local Human Services Agency (CalWORKs and TANF provider) and San Joaquin Delta Community College. The Department provides client assessment, community service, work experience, subsidized employment (in partnership with the Greater Stockton Chamber of Commerce), on-the-job training activities and case management.

The Administrative Entity has established a high performance accountability system that expands performance beyond the negotiated standard. As staff to the WDB, the EEDD has established strategic targets of performance for every performance indicator established under the WIOA in partnership with the U.S. DOL and the State to ensure alignment with higher performance goals, continuous improvement, and a commitment to customer centered design. Committed and well-trained staff, including partner staff, have demonstrated over many years that they are effective in getting results and meeting the demands of business. The WDB has done an excellent job of focusing limited WIOA resources on programs and investments that have benefited local businesses and job seekers. The WDB has established strong stakeholder partnerships on a local and regional level that provide a broad spectrum of input and collaboration further enhancing the outcomes and benefits to the community.

If this request is denied, Career Services would have to be provided on behalf of the local Board of Supervisors and WDB by an outside entity that may not have the extensive experience, internal controls, qualified staff, financial resources, or network of partner organizations that have supported the local economy for more than 30 years.

3. Describe the Basic and Individualized Career Services the Local Board or administrative entity will provide as well as their past experience providing these services.

Adult and Dislocated Workers access services through the five local AJCC offices. There is an AJCC in each of the four major cities in San Joaquin County (Lodi, Manteca, Tracy and Stockton) and a specialized AJCC on the campus of San Joaquin Delta Community College in north Stockton.

Individuals are provided an initial orientation which describes the full array of services available through the One-Stop Service Delivery System. Job seekers are informed of the available basic services and how they may utilize the One-Stop Center and its resources to conduct their own independent job search. Applicants wanting more than basic services are guided to complete a packet which consists of a generic application, resume and a brief questionnaire. This process assists both the job seeker and AJCC staff to determine the best course of action: Basic; Individualized; or Training Services. The AJCC provides Basic Career Services which are available to all Adults and Dislocated Workers.

A. Basic Career Services include, but are not limited to, the following:

- 1) Outreach, intake and orientation to the information and other services available through the AJCC system;
- 2) Determination of eligibility to receive WIOA Career and/or Training services;
- 3) Initial assessment of skill levels, aptitudes, abilities, skill gaps and supportive service needs;
- 4) Labor exchange services including job search and placement assistance, and where needed by an individual, career counseling including the provision of information on in-demand industry sectors/occupations, the provision of information on nontraditional employment, and job vacancy listings in labor market areas;
- 5) Referral and coordination of activities with other programs and services including AJCC system partners and additional workforce development programs;
- 6) Workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, State-wide, and national labor market areas, including: information on job skills necessary to obtain the vacant jobs listed; and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
- 7) Provision of performance information and program cost information on eligible providers of training services by program and type of providers;

- 8) Provision of information about how the local area is performing on performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;
- 9) Information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under the Supplemental Nutrition Assistance Program; assistance through the earned income tax credit; housing counseling and assistance services through the U.S. Department of Housing and Urban Development; and assistance under a State program for Temporary Assistance for Needy Families, and other supportive services and transportation provided through that program;
- 10) Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
- 11) Provision of information and assistance regarding filing claims under UI programs including meaningful assistance to individuals seeking assistance in filing a claim.

The AJCC will provide Individualized Career Services upon determination by AJCC staff that said services are appropriate for an individual to obtain or retain employment. Individualized Career Services shall be made available in all comprehensive AJCCs. Recent assessments conducted by partner programs may be utilized to determine if Individualized Career Services would be appropriate.

B. Individualized Career Services include, but are not limited to, the following:

- 1) Comprehensive and specialized assessments of the skill levels and service needs which may include diagnostic testing and use of other assessment tools, and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- 2) Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers and their performance outcomes;
- 3) Group and/or individual counseling and mentoring;
- 4) Career planning (e.g. case management);
- 5) Short-term, pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training;

in some instances, pre-apprenticeship programs may be considered as short-term prevocational services;

- 6) Internships and work experiences that are linked to careers;
- 7) Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;
- 8) Financial literacy services;
- 9) Out-of-Area job search assistance and relocation assistance;
- 10) English language acquisition and integrated education and training programs; and
- 11) Follow-up services made available, including counseling regarding the workplace, for participants in WIOA activities who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

C. Past experience providing Basic and Individualized Career Services

As stated above, the Department has served as the Administrative Entity for workforce development programs on behalf of San Joaquin County dating back to the inception of the Job Training Partnership Act (JTPA) and the Workforce Investment Act (WIA). The EEDD is currently designated by the San Joaquin County Board of Supervisors as the Administrative Entity with oversight provided by the local WDB.

4. Provide the Local Area's performance outcomes for each of the last three Program Years (PY 2013-14, 2014-15, 2015-16). Describe how these outcomes compare to other Local Areas in the Regional Planning Unit (RPU). For single Local Area RPUs, compare performance outcomes to other comparable Local Areas in the surrounding area.

Detailed below are the outcomes for each of the last three Program Years.

Comparison of Adult Performance Measures with the RPU

Adult Program	Entered Employment		Retention		Earnings	
	SJCWDB	RPU	SJCWDB	RPU	SJCWDB	RPU
PY 13-14	73.5%	68.4%	81.1%	81.2%	\$13,128	\$12,717
PY 14-15	74.1%	72.8%	83.3%	82.9%	\$19,099	\$13,856
PY 15-16	77.0%	71.0%	90.1%	79.1%	\$18,814	\$14,163

Comparison of Dislocated Worker Performance Measures with the RPU

DW Program	Entered Employment		Retention		Earnings	
	SJCWDB	RPU	SJCWDB	RPU	SJCWDB	RPU
PY 13-14	78.5%	75.1%	84.3%	83.0%	\$16,866	\$15,351
PY 14-15	82.1%	80.4%	87.7%	86.9%	\$17,988	\$16,097
PY 15-16	85.3%	78.5%	88.1%	86.3%	\$15,723	\$16,164

The Administrative Entity's performance over the last three Program Years has been excellent. San Joaquin County met or exceeded all of its performance measures for the last three Program Years (PY 13-14, PY 14-15, and PY 15-16).

Compared to the other Local Areas in the RPU, San Joaquin County exceeded the average performance of the RPU in 16 of the 18 outcomes reflected above. The RPU did slightly better in only two measures: Adult Retention (by 0.1% in PY 13-14) and DW Earnings (\$441 or 2.7% in PY 15-16).

- 5. Provide evidence that the Local Board or administrative entity is qualified to provide Adult and Dislocated Worker Career Services, including testimonials that speak to the effectiveness and efficiency with which the Local Board or administrative entity has provided or can provide those services. Attach supporting documentation.**

As described above, the LWDB and EEDD, have been and continue to be an established leader in San Joaquin County in providing high performing, quality services to the local community and surrounding areas. The performance outcomes have met or exceeded State and federal standards year after year and have provided quality business engagement and workforce development services to Adults and Dislocated Workers within the local community for more than 30 years. During this time, EEDD has received multiple awards including a Presidential Award and the National Alliance of Business, Distinguished Service Award as the National Service Delivery Area of the year, recognized for braiding economic and workforce development into a comprehensive service delivery system responsive to the needs of business and job seekers.

The continued success is indicative of the Administrative Entity's ability to effectively coordinate and convene required partner and community-based organizations, local business, and other stakeholders into an effective and efficient workforce development system that is well positioned to provide Career Services now and in the future.

The Basic and Individualized Career Services described above are the tools that are used to assist customers and provide services as appropriate. The LWDB has had many successful outcomes and continues to be effective and efficient despite the challenges of many central valley regions (lower education levels and non-English speaking populations). The established partnerships with other agencies in the AJCC system long ago created a true One-Stop system. The established relationships fit together well offering seamless services to local businesses and individuals alike.

Attached are testimonials from local business and customers that speak to the effectiveness and efficiency with which the Local Board or administrative entity has provided services.


6. **Attach documentation (signed and dated letter) that the members of the Local Board and other relevant parties (e.g., Board of Supervisors) reviewed the information provided in the application and approved the request in a public meeting.**

Signature Page

By signing below, the local CEO and Local Board chair request approval from the Governor to be an Adult and Dislocated Worker Career Services Provider. Each party certifies that this application submission was reviewed and demonstrates that the Local Board or administrative entity will meet all the requirements as an Adult and Dislocated Worker Career Services Provider under WIOA law and regulations.

Instructions – The Local Board chair and local CEO must sign and date this form. Include the original signatures with the request.

Local Workforce Development Board


Signature

Daniel Schroeder

Name

Chair

Title

3-15-17

Date

Local Chief Elected Official


Signature

Charles Winn

Name

Chair

Title

3/21/2017

Date

TESTIMONIALS
SAN JOAQUIN COUNTY WORKFORCE DEVELOPMENT BOARD

Ahmed - "I take this opportunity to thank you for everything you did for me during my two years of nursing education at San Joaquin Delta College. I still remember the first semester of my nursing school that met you in your office to apply for the WorkNet Program, and you supported me, not only financially but also emotionally, to continue my education and become self-sufficient"

Mayra - because of the services and assistance provided, she is now employed. "I do not know what I would do without the center."

Abraham - Abraham is a single father. He was a long-term unemployed customer before he enrolled in our program. He received his Class A CDL in December 2015 and went to work for Bridgewater Auto Transport, LLC in Sacramento as a Truck Driver. He was making between \$150 to \$200 per day. After a while client has become a proud owner operator, he started his trucking business on April 18, 2016 and said he is making about \$38.00 an hour.

Joseph - was laid off from General Mills and was making \$22 an hour as a Dry Mix Technician. We enrolled him in the Electrician/PLC training. He completed the training in May 2016 and got a job at Mizkan Americas, Inc., He is making about \$44 an hour as an Electrician at Mizkan Americas, Inc

Abigail - "The WorkNet program was a savior for me. I was struggling financially and I had used most of my financial aid units doing the prerequisites for the Psychiatric Technician program. Throughout the program, the staff was very encouraging and checked in with me. Once I completed the program, they helped me write a resume and gave me advice on interviewing. I applied for and was hired by the state of California. I was able to obtain my goals and self-sufficiency with the assistance WorkNet."

Demarco - "I was released from prison on 3- 17- 13. I had no skills to sustain myself. My plan was to always truck drive but couldn't get the school paid for. One day I was in Tracy Worknet office ...told me that he had a way for me to pay for schooling that was in 2013. I have been working and driving since."

Deliverance - "Before coming to WORKNET I found myself in a six month alcohol treatment program. It was there that I had to make a change, not only personally but professionally as well. I heard about the training that was offered and decided that it was a "no brainer". I had met my case manager. His knowledge and professionalism far exceeded any of my expectations. I am currently employed as a cement mixer driver and my wage is above the median range in San Joaquin county. Even to this day, the resume that he helped me create has employers calling wanting me to work for them. I can honestly say that my future is looking much brighter because of the help of ...the staff at WORKNET. What a terrific resource that the people of San Joaquin county have at hand."

Tanya - " Worknet has been a blessing at the time I came to Worknet , I had been employed at a job for 12 years and suddenly became unemployed. I enrolled in the classes...boost my confidence level, gave me up to date information. I have now been employed with the City of Stockton for a little over a year now. Because of the process of me going through Worknet. I now refer clients i work with to Worknet and tell them my story. Thank you for all you do and I can genuinely say Worknet Works."

Debra, Realty Executives - "I had come from several years of jobs that paid \$10.00 and didn't last long. I had already turned 60 when my last job ended so I didn't have high hopes of finding any job, much less a good job. I had a lousy attitude and felt "put out" that they wanted so much paperwork. Then the administrator of that meeting talked about opportunities with On the Job Training and that got my attention. I did a complete turnaround. Until then I felt like WorkNet was just another government entity that was paid to push paperwork that other people "needed" to fill out. I could not have been more wrong. I was sent on my second to Realty Executives in Tracy and within a few days I was working, full time, for a decent wage. I have been there since June, 2016. My boss doesn't treat me like an "old lady" but an important part of his business that he can trust with important responsibilities. I have hired one person from San Joaquin County WorkNet and am interviewing more this week. I love that I get the opportunity to pass on this amazing opportunity to someone else. My life changed on the first day I walked into WorkNet's doors. The Workforce Innovation and Opportunity Act works, especially when you let down your barriers and jump in with both feet."

Adalid - "I interviewed for the position...working along with the Payroll Administrator at that time. I was offered the position three days later and officially started working on July 5th 2016. I have received two pay raises and work along with great staff. Again, I really appreciate the help given to me by WorkNet and I will continue to refer friends that need the same assistance from such a wonderful program."

Amanda, All Counties Glass North - "WorkNet has been consistent in providing referrals to All Counties Glass year round and we are in contact with them on a continual basis. We are pleased with the candidates that are sent to us for interviews, grateful for the referrals who have been here for years and will continue to utilize the WorkNet program and look forward to a continued partnership."

Ofelia, United Breast Cancer Research Foundation DBA: Big Valley Thrift - "We are thankful for the services that worknet has provided we have received many qualified employees and are grateful for the services rendered I look forward to continue to work with WorkNet."

Maria, GAF Stockton - "For more than a decade, the GAF Stockton Plant has partnered with San Joaquin County WorkNet in our manufacturing recruiting efforts. We are pleased that our relationship has continued to flourish through various economic cycles. The specialists at San Joaquin County WorkNet have played a large role in helping GAF ensure we continue to extend our recruiting outreach to women, minorities, veterans and disabled persons while identifying individuals that possess the skills sets required in the manufacturing environment. This organization is a critical part of GAF' s ongoing diverse recruitment strategy for the Stockton Plant."

Susana, Lowes #1430 - "Work-net has helped us tremendously, as we are constantly looking for great talent. They are always willing to go the extra mile and help me set up interviews in their building. They are always a phone call away from referring candidates to Lowes."

Rachel - "I went through the work Net training program. I was a felon unable to find work anywhere. At that point I set out to seek opportunities. Worknet has changed my life from negative to positive. I was able to obtain my Class A drivers license with all my endorsements. I have now been at my job driving for Alegre Trucking in Lodi California for one year and three months could not be happier with the job. I am now a successful person in society do to the worknet program. I will forever be grateful and thankful for the opportunity they allowed me."

Larry, Dole Packaged Foods, LLC - I am the Director Human Resources for Dole Packaged Foods, LLC. Recently we had to close our facility in Stockton. In response the SJC Economic Development Association sent over a crew to help us plan. Their program is called Rapid Response. They conducted more than three hours of training on topics like resume preparation and interviewing. They also arranged for a mini job fair with seven companies attending. All in all, I heard many positive comments from our employees in reaction to both sets of activity. In fact, several of our employees were in contact with hiring companies with good prospects of being selected for a job opportunity prior to their release from their job with Dole Packaged Foods, LLC. The caring, thoughtful attention...their tireless efforts on behalf of our affected staff in Stockton were most impressive. I cannot say enough about their professionalism. I give them my heartiest endorsement."

Randi, Bockmon & Woody Electric Co., Inc. - "I was hired in 2011 by Bockmon & Woody through WorkNet and have my 6 year work anniversary on April 24. Currently we are seeking another employee and once again are using WorkNet and have no doubt we will find another valuable employee. When seeking employees who need work, want to work, and are local hires, WorkNet is the best option and has always provided Bockmon & Woody with several candidates to choose. Bockmon & Woody appreciates the attention to detail with our requests for employees and feel really taken care of. We would like to continue to use WorkNet Services in the future as our company continues to thrive and grow. Thank you for your services and we look forward to working with you in the future."



Attachment C1

Video 7 min 43 sec

Click on the following link to access the video:<http://sjcworknet.org/download/WNOrientation.mp4>

Welcome to WorkNet

ORIENTATION

C3 - WN On Demand Orientation



A proud partner of the America's JobCenter network



Welcome to WorkNet

ORIENTATION



What is WIOA?

The Workforce Innovation and Opportunity Act of 2014 is a federally funded program designed to:

- Help job seekers access employment, education, training, and support services to succeed in the labor market, and
- to match employers with the skilled workers they need to compete in the global economy



Customer Service Center Use

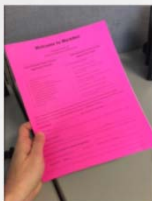
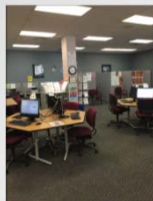
- Open Monday-Friday from 8:00 A.M. to 4:30 P.M.
- You must sign in, show a valid picture I.D. and your WorkNet card to use the center
- Follow the AJCC Center Use Agreement.



Job Seeker Services

WorkNet Centers offer three levels of service to meet your level of need:

- Basic Career Services
- Individualized Career/Training Services
- Follow Up Services



Basic Career Services

Basic Career Services, also known as Self-Service, are activities that allow you to put your high-demand occupational skills to work!

These services focus on you, the job seeker, using the Customer Service Center as your “office” while you look for work.



Basic Career Services

Services available to adults 18 years of age and over include:

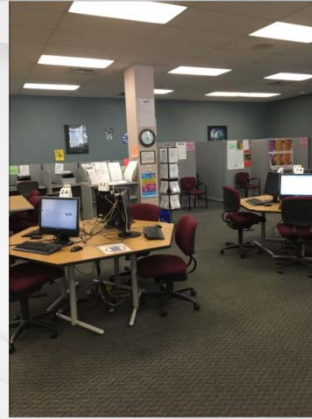
- Informational workshops
- Job listings (CalJOBS, Independent Internet Job Search)
- Office support products (telephones, copiers, fax machines, printers, computers - so you can keep in touch with employers)
- Labor Market Information (employment rates, projected wages, skill requirements)
- Information about education and training providers and performance (including approved educational institutions in our area that provide training for specific careers)
- Initial Assessment and Career Planning Tools
- Information and referral to community agencies for support services
- Free “professional” email account to use for job search
- Information and assistance with financial aid, unemployment insurance and other partner program referrals and eligibility.



Basic Career Services

All you need to do is:

- Complete a WorkNet Membership Application
- Get a WorkNet Card
- Use our center to actively look for work



Individualized Career Services

(Eligibility required)

If you need a little more assistance, Individualized Career Services may be the best route for you! Our services include:

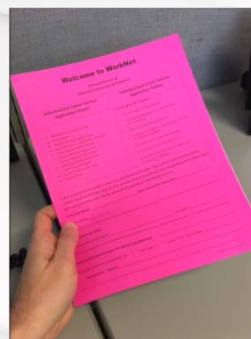
- Comprehensive Assessment
- Individual Employment Plan development
- Career Planning
- Workforce preparation activities
- Financial literacy services
- Staff-assisted job search



Individualized Career Services

How to qualify:

- Enroll in CalJOBS and actively search for work, using the Customer Service Center!
- Complete the Individualized Career Services Application Packet



*WIOA eligibility for Dislocated Worker and/or Adult Services does apply.



Training Services

If you need additional assistance to get a job, training services may be an option for you.

- On-the-Job Training
- Occupational Skills Training



On-the-Job Training

On-the-Job Training (OJT) may be available to those job seekers who are unable to obtain a job with their current skill levels. OJT offers an opportunity to gain the skills you need based on the employer's requirements.

*WIOA eligibility applies, services available based on funding, assessment results and suitability factors.



Occupational Skills Training

Occupational Skills Training services may be available to those individuals seeking assistance who are unable to obtain employment with their current skill level and would benefit from a full training program to obtain marketable skills.



Occupational Skills Training

Individual Training Accounts are established to finance training based upon an individual's choice of approved occupational training programs.

You can find a statewide list of programs on California's Eligible Training Provider List (ETPL) on CalJOBS.



Occupational Skills Training

WIOA is not an entitlement program. Selection of participants takes into consideration many factors, including but not limited to:

- Qualifying for WIOA program
- Potential to succeed in training
- Likelihood of becoming employed upon completion of training
- Financial ability to attend school for a significant period of time



Occupational Skills Training

- Eligible and suitable participants may be offered assistance in upgrading or redirecting vocational skill to compete in the labor market.
- WIOA will only pay for books/tuition/fees and supplies that are required for your individual training program.



Occupational Skills Training

- WorkNet will consider other finances that you may have available to you – in addition to other resources such as Pell grant and/or scholarships prior to applying for WIOA funds.
- You must be able to demonstrate that you can sufficiently meet your living expenses and additional costs associated with training in order to be successful in training.



Process for Training Services

You must complete the following:

- Eligibility Determination
- Comprehensive Assessment
- Individual Employment Plan
- Career Planning
- Selection of appropriate training vendor in an approved high-demand, high-growth occupation



Your Career Coach will guide you through all of these activities.



Follow Up Services

All those enrolled for Individualized Career Services are eligible for one year of Follow Up Services, regardless of whether they pursue on-the-job training, occupational skills training, or direct job placement.



Partner Agencies

WIOA focuses on bringing the services you need together under one roof.

Our partners include:

- San Joaquin County Employment & Economic Development Department (EEDD)
- Employment Development Department (EDD)
- San Joaquin Delta College
- San Joaquin County Office of Education
- San Joaquin County Human Resources
- Chambers of Commerce
- Economic Development Association
- Job Corps



Partner Agencies

WIOA focuses on bringing the services you need together under one roof.

Our partners include:

- San Joaquin Partnership
- California Human Development
- Housing Authority of San Joaquin County
- Laborers Union, Local 73
- Family Resource & Referral Center
- California Department of Rehabilitation
- Northern California Carpenters Regional Council
- Just Say No, Stockton, Inc.
- African American Community Service
- Human Services Agency



AJCC Center Use Agreement

- Our goal is to provide an environment that promotes a positive job search experience for our customers.
- To ensure customers are aware of our expectations, we have provided you with the AJCC Center Use Agreement.
- Failure to abide by the AJCC Center Use Agreement may lead to loss of usage of the Customer Service Center.



AJCC Center Use Agreement

We strive to provide a businesslike environment that promotes a positive and safe **job search** experience. We ask all visitors respect the rights of other users by following these guidelines:

1. Treat other visitors and center personnel with patience and respect.
2. Cell phones are to be used only in the approved phone bank area.
3. Computers, phones, and other equipment in the center shall be for job search activities. Use earphones for activities that produce sound and keep the volume low enough to not disturb other users.



AJCC Center Use Agreement

We strive to provide a businesslike environment that promotes a positive and safe **job search** experience. We ask all visitors respect the rights of other users by following these guidelines:

4. Food and drink are not allowed in the center.
5. Closely supervise children and take them outside if they become disruptive.
6. Keep your belongings with you at all times. AJCC cannot be responsible for lost or stolen property.



To Sum It All Up!

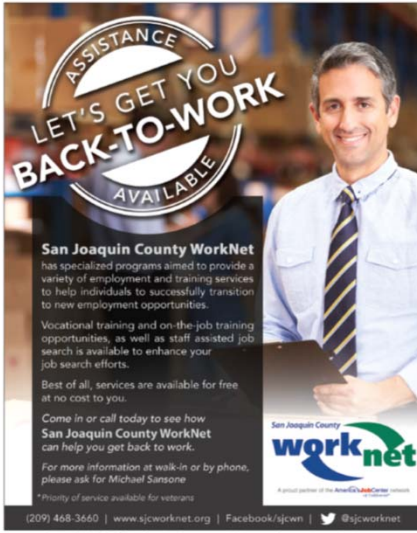
- WIOA is an employment program designed to help you get the services you need to get a job!
- Not every applicant needs or will qualify for training.
- We are here to help you find the direction you need to land and keep your next job – and - to provide you with the tools to keep looking until you find your dream job!



Let's get you back to work!

If you have questions, or are interested in applying for Individualized Career Services, please ask to speak to the case manager on duty.

Please return your signed center use agreement to the information counter.



ASSISTANCE
LET'S GET YOU
BACK-TO-WORK
AVAILABLE

San Joaquin County WorkNet
has specialized programs aimed to provide a variety of employment and training services to help individuals to successfully transition to new employment opportunities.

Vocational training and on-the-job training opportunities, as well as staff-assisted job search is available to enhance your job search efforts.

Best of all, services are available for free at no cost to you.

Come in or call today to see how San Joaquin County WorkNet can help you get back to work.

For more information at walk-in or by phone, please ask for Michael Sansone

*Priority of service available for veterans

(209) 468-3660 | www.sjcoworknet.org | Facebook/sjcow | @sjcoworknet

This WIA/WICCA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

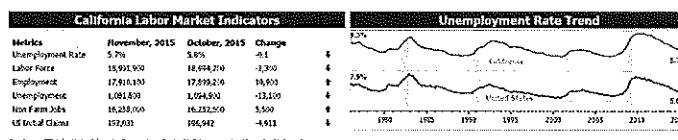
Find Employers Guide Card

Begin at the Labor Market Information homepage:

www.labormarketinfo.edd.ca.gov.

Under "Data Library" Select **Major Employers by County**

California Labor Market - Current Status



LMI by Customer

- Job Seekers and Students
- Employers
- Economic Developers
- Educators and Trainers
- Workforce Partners
- More...

LMI by Subject

- Unemployment Rate and Labor Force
- Industries
- Occupations
- Employment Projections
- Wages
- More...

LMI by Geography

- California
- Counties
- Metropolitan Areas
- Local Workforce Development Areas
- Regional Economic Areas
- More...

Data Library

- Historical Labor Force Data
- Local Area Profiles
- Major Employers by County
- Online Job Vacancy Statistics
- Top Statistics
- More...

Online Services

- What's New in LMI
- California Occupational Guides
- GIS Services and Maps
- Interactive Maps and Data Tools
- Publications Library
- More...

General Information

- Contact LMI
- Custom Data Services
- Data Release Schedule
- Labor Market Information FAQs
- Website User Survey
- More...

In the Major Employers in California page, scroll down to:

"Search for employers..." and click on **by name** (or by **industry** or by **occupations** – and then follow the screen prompts)

Major Employers in California

The Major Employers by county lists were prepared using data from America's Labor Market Information System (ALMIS) Employer Database. Quickly locate an employer using the search by name, by industry, or by occupation links. To find the top employers in a county, select the desired county name from the table below.

LMI Resources and Data: [LMI Home](#) | [By Customer](#) | [By Subject](#) | [By Geography](#) | [Data Library](#) | [LMI Online Services](#)

- List of Top Employers by County
- Search for employers by name, by industry, or by occupation.

On the Find Employers page, you can search for employers by **industry**, **occupation**, **geography**, or **name**.

Select the option that meets your data need and follow the prompts.

As an example, select **Employers by Geographic Area**.

Find Employers

Find employers using any of the following searches:

Employers by Industry

Search for employers by industry (ie. key-word or code)

Employers by Occupation

Search for employers by occupation (ie. key-word or code)

Employers by Geographic Area

Search for employers by location.

Employers by Name

Enter employer name or keyword (or multiple names)

Select State of California or the county of your choice and click **Search**.

Employers by Geographic Area

Select the State or a County

Select an Area:

State of California
Alameda County
Alpine County
Amador County
Butte County
Calaveras County

Search

You must choose an industry by using Option 1 or Option 2. In this case, Construction was chosen. Click Search.

Option 1. Search for an Industry by Keyword

Type your keywords in the bar and click the "Search" button

Construction

Search

Option 2. Select a NAICS Industry Sector

Please make a selection from the industry sector (2 digit) listbox below and click the Search button or search by keyword using the option above

Sector Title

21 ... Mining

22 ... Utilities

23 ... Construction

31 ... Manufacturing (31-33)

Search

You can either Select Detail Industries or View Employer List. Select **View Employer List**.

Select a NAICS Industry Group

Select an industry below and click on the "Select Detail Industries" button to refine your search or "View Employer List" to list employers in that industry.

Group Title (Number of Employers in Alameda County)

2361 ... Residential Building Construction (936)

2362 ... Nonresidential Building Construction (610)

2371 ... Utility System Construction (68)

2372 ... Land Subdivision (74)

Select Detail Industries OR View Employer List

This is an example of the **Employer Search Results**.

To print your list of firms, select the top right **Printer Friendly Version**.

To save your list of employers with the Internet links:

- Choose from the top browser **Edit** and **Select All**.
- Choose from the top browser **Edit** and **Copy**.
- In Word or Excel, choose **File** and **New**.
- Choose **Edit** and **Paste**.
- Choose **File**, **Save As**, and the location and file name; select **Save**.

Employer Search Results

Back New Search Printer Friendly Version

There are 936 employers matching your selection criteria.

Page 1 of 36 (25 results/page) [14]

PN	Name	Address	City	Business	Size Range
1	N24 Telegraph	Telegraph Ave	Berkeley	New-single family general contractors	1-4 employees
2	228 ABC INC	ABC St	Oakland	New-single family general contractors	1-4 employees
3	A & B Remodelers	Independence Dr	Dublin	Residential Remodelers	1-4 employees
4	A & B Construction	10th St	Berkeley	New-single family general contractors	1-4 employees
5	A & B Construction	Van Orsdale	Unionville	New-single family general contractors	1-4 employees
6	A & B Construction & Construction	Carmel St	Fremont	New-single family general contractors	5-9 employees
7	A & B Construction	Clay St 600	Oakland	Residential Remodelers	10-19 employees
8	A & B Construction	Clay St 600	Oakland	Residential Remodelers	1-4 employees
9	A & B Construction	Homer Way	Fremont	New-single family general contractors	1-4 employees
10	A & B Construction	Superior Dr	Unionville	New-single family general contractors	1-4 employees
11	A & B Construction	Enterprise Cir A	Norwalk	Residential Remodelers	1-4 employees
12	A & B Construction	Enterprise Cir A	Oakland	Residential Remodelers	5-9 employees

You may also select any individual employer on the list to see employer details.

Employer Details

Back New Search Printer Friendly Version

Employer Name: A & B Construction

Business Description: Construction Companies

Employer Address: 1550 2nd St
Berkeley, CA 94710-1507
Map View

mailing Address: N/A

Contact: N/A

Telephone: 916-254-6254

Website: Not Listed

Employer Size Class: 1-4 Employees

Industry Description: New-single family general contractors (NAICS code: 236110)

The U.S. Industry comprises general contractor establishments primarily responsible for the entire construction of new single-family housing. Such as single-family detached houses and town houses or row houses where each housing unit (3) is attached to 2.

Find Wages Guide Card

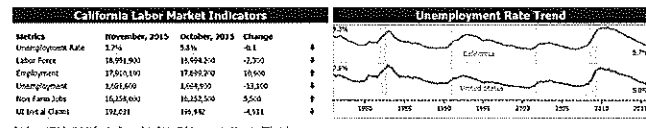
To search for employment wages, begin at the Labor Market Information homepage:
www.labormarketinfo.edd.ca.gov. Under **LMI** by Subject:

Select **Wages**.

Labor Market Information

The Labor Market Information Division (LMI) is the official source for California Labor Market Information. The LMI provides California's economic health by providing information to help people understand California's economy and make informed labor market choices. We collect, analyze, and publish statistical data and reports on California's labor force, industries, occupations, employment projections, wages and other important labor market and economic data.

California Labor Market - Current Status



LMI by Customer

- Job Seekers and Students
- Employers
- Economic Developers
- Educators and Trainers
- Vocational Partners
- More...

LMI by Subject

- Unemployment Rate and Labor Force
- Industries
- Occupations
- Employment Projections
- Wages
- More...

LMI by Geography

- Counties
- Counties
- Metropolitan Areas
- Local Workforce Development Areas
- Regional Economic Areas
- More...

From the Wages by Occupation and Industry page, scroll down to **Employment and Wages by Occupation (OES)**:

Select **Occupational Employment Statistics and Wages (OES)**.

Wages by Occupation and Industry

The EDD Labor Market Information Division in partnership with the United States Bureau of Labor Statistics (BLS) collects employment and wages data through the Occupational Employment Statistics (OES) and Quarterly Census of Wages (QCEW) programs. The EDD Labor Market Information Division also publishes other relevant data sets such as hours and earnings for select industries in order to fully inform our customers.

LMI Resources and Data: LMI Home | By Customer | By Subject | By Geography | Data Library | LMI Online Services

- Employment and Wages by Occupation (OES)
- Quarterly Census of Employment and Wages (QCEW)
- Hours and Earnings by Selected Industries
- Additional Data

Employment and Wages by Occupation (OES)

The Occupational Employment Statistics and Wages (OES) program produces employment and wage estimates for over 800 occupations. These are estimates of the number of people employed in certain occupations and the wages paid to them. The wage data has not been validated by the Bureau of Labor Statistics (BLS) and are not official BLS data series. However, EDD Labor Market Information Division feels that the additional information is useful to users of our wage data.

Wage data for all geographical areas have been updated to the first quarter of 2015 by applying the U. S. Department of Labor's Employment Cost Index to the 2010 SOC wage database. The occupational employment estimates are for May 2014. For more information on the data methodology visit OES Survey FAQs.

- OES Employment and Wages Data Tables
- OES Survey Methodology and FAQs
- Occupational Codefinder Tool

See the OES Wages Data Search Tool to select just the occupation you want, or to compare wages across geography.

[Back to Top](#)

You can search for occupational wages by **wage data search tool, or by geography**.

Select the option that meets your data need and follow the prompts.

OES Employment and Wages

The Occupational Employment Statistics and Wages (OES) program produces employment and wage estimates for over 800 occupations. These are estimates of the number of people employed in certain occupations and the wages paid to them. The wage data has not been validated by the Bureau of Labor Statistics (BLS) and are not official BLS data series. However, EDD Labor Market Information Division feels that the additional information is useful to users of our wage data. For more information about how the data is compiled and suggested use visit OES Wages About the data.

Wage data for all geographical areas have been updated to the first quarter of 2015 by applying the U. S. Department of Labor's Employment Cost Index to the 2010 SOC wage database. The occupational employment estimates are for May 2014. For more information on the data methodology visit OES Survey FAQs.

LMI Resources and Data: LMI Home | By Customer | By Subject | By Geography | Data Library | LMI Online Services

- Occupational Codefinder Tool
- OES Employment and Wages Data Tables
- OES Survey Methodology and FAQs
- Additional Data

Occupational Codefinder Tool

Are you looking for information on a job but don't know the "official" title or code? Are you looking for corresponding Occupational Employment Statistics codes? Use the Occupational Codefinder Tool.

OES Employment and Wages Data Tables**

** The data presented in these tables do not meet the legal requirements for prevailing wage determinations for foreign labor certification purposes or for those working on some government contracts. Visit Prevailing Wages for information available from other government agencies.

Use the Wages Data Search Tool to select just the occupation you want, or to compare wages across geography.

Geographical Areas	2015 1st Quarter	2014 1st Quarter	2013 1st Quarter	2012 1st Quarter	2011 1st Quarter
Excel Files for All Areas in a compressed Zip file	File: 1.2 Mb	File: 1.2 Mb	File: 1.2 Mb	File: 1.2 Mb	File: 1.2 Mb
State of California	Excel	Excel	Excel	Excel	Excel

California Occupational Guides and Profiles Guide Card

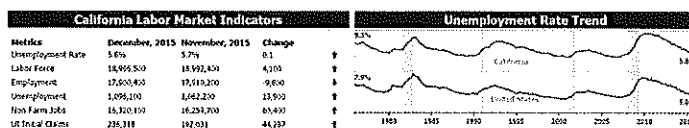
To search Occupational Guides, begin at the Labor Market Information homepage: www.labormarketinfo.edd.ca.gov. Under **LMI by Customer**:

☞ Select **Job Seekers and Students**.

Labor Market Information

The Labor Market Information Division (LMI) is the official source for California Labor Market Information. The LMI promotes California's economic health by providing information to help people understand California's economy and make informed labor market choices. We collect, analyze, and publish statistical data and reports on California's labor force, industries, occupations, employment projections, wages and other important labor market and economic data.

California Labor Market - Current Status



LMI by Customer

- Job Seekers and Students
- Employers
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- Educators and Trainers
- Workforce Partners
- More...

LMI by Subject

- Unemployment Rate and Labor Force
- Industries
- Occupations
- Employment Projections
- Wages
- More...

LMI by Geography

- California
- Counties
- Metropolitan Areas
- Local Workforce Development Areas
- Regional Economic Areas
- More...

From the LMI for Job Seekers and Students page:

☞ Select **Occupational Guides and Occupation Profiles**.

Labor Market Information for Job Seekers and Students

The EDD Labor Market Information Division provides data and info to resources that job-seekers will find helpful to assist with searching for jobs. Use the Occupational Guides or Occupation Profile to locate wages, benefits, training, and other information as you explore career opportunities. Use the Occupation Profiles for similar state info geared more towards job search. Find tools and other related resources for job-seekers also in Jobs and Training.

LMI Resources and Data: [LMI Home](#) | [By Customer](#) | [By Subject](#) | [By Geography](#) | [Data Library](#) | [LMI Online Services](#)

Career Trends in the News

- "These 6 Trends Will Drive Your Business in 2016" - Daniel D'Sa, *Fortune*, January 5, 2016
- "Workplace and Employment Trends to Anticipate in 2016" - Savannah Shuler, *U.S. News and World Report*, January 4, 2016
- "Career Advice: How to Start Making Progress on Long-Term Career Goals" - J. Navarro, *Jobs and Hire*, January 8, 2016
- "How to conquer job interview jitters" - Karen Burns, *The Seattle Times*, January 14, 2016
- "The 10 commandments of time management" - Bryce Sanders, *Sacramento Business Journal*, January 5, 2016

Show All | Hide All

- How to Find a New Career
- The Path to Your Next Job
- Fastest Growing Occupations
- California Occupational Guides and Occupation Profiles

You can search occupations by **Keyword Search** if you are interested in a specific occupation or by **Topic Search** and choose to view occupations either by alphabetical listing, top paying jobs, jobs with the most openings, fastest-growing occupations, what jobs match your interests, jobs by training/education needed, green occupations, or by occupational coding index and family:

☞ Select the option that meets your data needs and follow the prompts, including selecting an area (California or county) to search.

California Occupational Guides and Occupation Profiles

The California Occupational Guides provide detailed information on California and local area wages and job outlook, education, and licensing requirements for approximately 300 occupations. The Guides offer students and jobseekers occupational information to assist with making informed career choices.



• Keyword Search

Select this option if you know the occupation you are interested in researching



• Topic Search

Select this option to narrow your focus, such as by alphabet, interests, education, most openings, fastest growth, and green.

• Occupation Profiles

The Occupation Profiles provide similar detailed information on California and local areas, but include more occupations. They offer a longer list of tasks and more of a job search focus.

To search Occupational Profiles, begin at the Labor Market Information homepage: www.labormarketinfo.edd.ca.gov. Under **LMI by Customer:**

☞ Select **Job Seekers and Students**.

From the LMI for Job Seekers and Students page scroll down to **California Occupational Guides and Occupation Profiles:**

☞ Select **Occupation Profiles**.

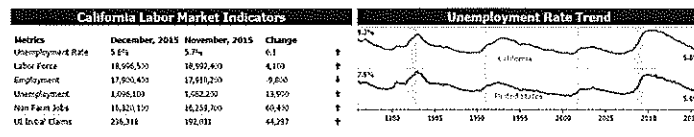
From the Occupation Profile page:

- ☞ Enter the name of the specific occupation you are interested in researching.
- ☞ Select an area (California or county) to search.
- ☞ Follow the prompts, selecting the option that meets your data needs, and then select **Explore Occupation**.

Labor Market Information

The Labor Market Information Division (LMI) is the official source for California Labor Market Information. The LMI promotes California's economic health by providing information to help people understand California's economy and make informed labor market choices. We collect, analyze, and publish statistical data and reports on California's labor force, industries, occupations, employment projections, wages and other important labor market and economic data.

California Labor Market - Current Status



LMI by Customer

- Job Seekers and Students
- Employers
- Economic Developers
- Educators and Trainers
- Workforce Partners
- More...

LMI by Subject

- Unemployment Rate and Labor Force
- Industries
- Occupations
- Employment Projections
- Wages
- More...

LMI by Geography

- California
- Counties
- Metropolitan Areas
- Local Workforce Development Areas
- Regional Economic Areas
- More...

• California Occupational Guides and Occupation Profiles

The California Occupational Guides provide detailed information on California and local area wages and job outlook, education, and licensing requirements for approximately 300 occupations. The Guides offer students and jobseekers occupational information to assist with making informed career choices.

- **Keyword Search**
Select this option if you know the occupation you are interested in researching.
- **Topic Search**
Select this option to narrow your focus, such as by alphabet, interests, education, most openings, fastest growth, and green.
- **Occupation Profiles**
The Occupation Profiles provide similar detailed information on California and local areas, but include more occupations. They offer a longer of a job search focus.

Select an area and enter Occupation Title, Keyword, or Occupation Code

Enter an Occupation title:

Select an area:

Business Operations Specialists, All Other
Cardiovascular Technologists and Technicians
Childcare Workers
Dental Assistants
Dental Hygienists
Educational, Guidance, School, and Vocational Counselors



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EQUAL OPPORTUNITY IS THE LAW

It is against the law for San Joaquin County Employment and Economic Development Department (WorkNet/America's Job Center of California, a recipient of Federal financial assistance) to discriminate on the following basis:

- Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief; and
- Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 (WIOA) on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I – financially assisted program or activity.

SJC WorkNet/AJCC will not discriminate in any of the following areas:

- Deciding who will be admitted or have access to any WIOA Title I – financially assisted program or activity;
- Providing opportunities in, or treating any person with regard to, such a program or activity; or
- Making employment decisions in the administration of, or in connection with, such a program or activity.

WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION

If you think that you have been subjected to discrimination under any SJC WorkNet/AJCC program or activities:

- You may file a complaint within 120 calendar days from the date of the alleged violation with either the SJC WorkNet/AJCC Equal Opportunity Officer (or designee) or, with the:

Director
Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution Avenue N.W.
Room N-4123
Washington, D.C. 20210

- If you file your complaint with SJC WorkNet, you must wait until SJC WorkNet issues a written **Notice of Final Action** or until 90 calendar days have passed, (whichever is sooner) before filing with CRC.



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- If you are dissatisfied with the SJC WorkNet/AJCC's resolution to your complaint, you may file a complaint with CRC within 30 calendar days of the date you received the **Notice of Final Action** from the SJC WorkNet/AJCC.

Complaints filed with the San Joaquin County WorkNet/AJCC should be addressed to:

Employment and Economic Development
Department of San Joaquin County
Attention: John M. Solis
56 S. Lincoln Street
Stockton, CA 95203
Phone: (209) 468-3500

CLIENT SIGNATURE: _____ **DATE SIGNED:** _____

SAN JOAQUIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER/PROGRAM
Auxiliary aids and services available upon request to individuals with disabilities.
TDD or Relay Service users please call 1-800-735-2999 for assistance.

EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT

POLICIES AND PROCEDURES DIRECTIVE

DIRECTIVE NO.	EFFECTIVE DATE	APPLICABILITY	PAGE
		WIOA	<u>1</u> OF <u>3</u>
SUBJECT: NONDISCRIMINATION AND EQUAL OPPORTUNITY UNIVERSAL ACCESS			

I. PURPOSE

To provide general guidance as to the implementation of the nondiscrimination and equal opportunity provisions found in Section 188 of the Workforce Investment and Opportunity Act (WIOA) and Title 29 CFR Part 38 that prohibit discrimination on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries' only, citizen or participation in a WIOA Title I financially assisted program or activity.

II. GENERAL INFORMATION

The Workforce Investment and Opportunity Act (WIOA) enacted into Public Law on July 1, 2015 otherwise known as 29 CFR Part 38 prohibits exclusion of an individual from participation in, denial of the benefits of, discrimination in, or denial of employment in the administration of or in connection with any programs and activities funded or otherwise financially assisted in whole or in part under Title I of WIOA because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or for beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a program or activity that receives financial assistance under Title I of WIOA.

The Governor's Methods of Administration (MOA) contain compliance requirements which are significant to programs and activities that are part of the America's Job Center of California (AJCC) delivery system. Along with it is a system that must be implemented to ensure that all contracts, cooperative agreements, job training plans, including the policies and procedures "comply fully with the nondiscrimination and equal opportunity provisions of WIOA" and acknowledge the government's right to seek judicial enforcement of the nondiscrimination assurance.

For purposes of policy and procedures, the following definitions are put forth:

Complaint, means an allegation of a violation of the nondiscrimination and equal opportunity provisions.

Recipient, taken from Title 29 CFR Part 38, means any entity to which financial assistance under WIOA Title I is extended, either directly from the Department of Labor (DOL) or through the Governor or another recipient (including any successor, assignee, or

transferee of a recipient), but excluding the ultimate beneficiaries of the WIOA Title I funded program or activity.

In addition, One-Stop partners, as defined in Section 121(b) of the WIOA, are treated as “recipients” and are subject to the nondiscrimination and equal opportunity requirements of Title 29 CFR Part 38, to the extent that they participate in the One-Stop delivery system.

Small recipient, means a recipient who (1) serves a total of fewer than 15 beneficiaries during the entire grant year and (2) employs fewer than 15 employees on any given day during the grant year.

II. POLICY

As required in Title 29 CFR Section 38.42 it will be the policy of EEDD that all WIOA Adult, Dislocated Worker and Youth program recipients will take appropriate steps to ensure universal access to WIOA Title I financially assisted programs and activities.

IV. PROCEDURE

As required in Title 29 CFR Section 38.42 recipients must take appropriate steps to ensure universal access to WIOA Title I financially assisted programs and activities by doing the following:

- A. Implementing an outreach and recruitment plan to solicit participation of all potentially WIOA Title I eligible reportable individuals in the entire locale.
- B. Creating an outreach and recruitment plan that will reach specific target populations through media, schools, and community services groups.
- C. Considering a pool of individuals for participation that includes members of both sexes, various racial and ethnic groups, and individuals with disabilities.
- D. Establishing a hiring and eligibility process that is accessible to qualified individuals with disabilities.
- E. Utilizing facilities designed to provide reasonable access to individuals with disabilities in the following areas: training, job structure, work schedule, work procedure, and work equipment and auxiliary aids accommodations.
- F. Utilizing posters and/or literature as alternative informational format.
- G. Utilizing websites and virtual services as an alternative informational format.

V. QUESTIONS REGARDING THIS DIRECTIVE:

Any questions regarding this directive may be directed to the Executive Director.

VI. UPDATE RESPONSIBILITY

Update responsibility lies with the Executive Director or designee.

VII. APPROVED

JOHN M. SOLIS
EXECUTIVE DIRECTOR