

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Fresno Regional Workforce Development Board**  
**And**  
**{Partner Name}**

In accordance with the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereafter referred to as "WIOA"), the Fresno Regional Workforce Development Board (hereinafter referred to as the "WDB") shall develop a local plan, and enter into a Memorandum of Understanding ("MOU") with local America's Job Center One-Stop Partners (as defined in Section IV(B) below) regarding the operation of the local America's Job Center One-Stop System of service delivery (the "local One-Stop System") and the performance of the functions described in Section 121(e)(1) of the WIOA. MOUs must be executed between the WDB and the America's Job Center One-Stop Partners, with the agreement of the Chief Local Elected Official. The Chief Local Elected Official in the WDB's Local Workforce Development Area (collectively, the City and County of Fresno) has delegated to the WDB the ability to execute this MOU pursuant to that certain Joint Exercise of Powers Agreement dated May 19, 2009, as amended (the "Joint Powers Agreement").

**I. VISION, MISSION AND GOAL OF THE FRESNO COUNTY AMERICA'S JOB CENTER OF CALIFORNIA (AJCC) ONE-STOP SYSTEM**

**A. Vision**

To fully engage all available public and private resources to ensure the Fresno Regional Workforce Development system as the premier source for the human capital needs of growth industry clusters within Fresno County. By integrating education and workforce preparation to assist the best companies in Fresno County to remain and thrive in our local community, to achieve sustainable economic growth. To concurrently assist our unemployed and underemployed residents to achieve a higher quality of life by access to such careers in growth industry sectors.

**B. Mission**

The Fresno Regional Workforce Development Board, a Joint Powers Authority between the City and County of Fresno, in partnership with both the public and private sectors, exists primarily to assist local businesses in meeting their human capital needs. In this, we both (1) screen and train prospective new employees and (2) assist in upskilling existing employees. By offering such quality referral and training services, directly linked to local industry needs, we are of greatest benefit to our unemployed and underemployed clients.

**II. PURPOSE OF MEMORANDUM OF UNDERSTANDING**

- A. To define, establish, and reinforce relationships between the WDB and the designated America's Job Center of California (AJCC) One-Stop Partners;
- B. To define the roles and responsibilities of these entities in the performance of their combined goal of establishing a workforce development system through the local One-Stop System that is:
  - 1. Integrated (offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills and

affording universal access to the system overall);

2. Comprehensive (offering to participant/customer a large array of useful information with wide and easy access to needed services);
  3. Participant/customer-focused (providing the means for judging the quality of services and making informed choices); and
  4. Performance-based (based on clear outcomes to be achieved, mutually negotiated outcomes and methods for measurements, and the means for measuring and attaining participant/customer satisfaction); and
- C. To describe how cost of services and the operating cost of the local One-Stop System will be funded.

### **III. STATEMENT OF ISSUE**

As a partner under the WIOA, the {Partner Name}, hereinafter referred to as the "Partner", enters into an MOU with the WDB regarding the manner in which the Partner will participate and provide access to their services through the local One-Stop System.

### **IV. DEFINITIONS**

The following definitions apply to this MOU:

A. AJCC One-Stop Operator:

The WDB sub-contracted entity or entities designated to operate the local One-Stop System, provide Basic Career Services (as defined in Section IV(D) below), and to coordinate services within the local One-Stop System under the WIOA. Sometimes also referred to herein as the "One-Stop Operator"

B. AJCC One-Stop Partner:

An entity that carries out one or more programs or activities described herein, makes those programs or activities available to participants through the local One-Stop System, and participates in the operation of the local One-Stop System consistent with the terms of this MOU and with the requirements of their Authorizing Law (as defined in Section IV(C) below) by which the programs or activities are authorized under the WIOA. Sometimes also referred to herein as "Partner"

C. Authorizing Law:

Refers to each respective Partner's legal authority to engage in the specific programs or activities that the Partner will provide in connection with WIOA authorized programs, activities, or services.

D. Basic Career Services:

Refers to services and resources available to the general public without enrollment into the WIOA program or any Partner's program. These services are overseen by the AJCC One-Stop Operator. These services include but are not limited to the following services, and are provided either by the WDB or by the Partners, as appropriate, applicable and allowable:

1. Determination of eligibility to receive WIOA-enrolled services.

2. Outreach, intake, and orientation to the services available through the One-Stop System.
3. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs.
4. Labor exchange services, including the following:
  - a. Job search, placement assistance, and career counseling, including information on in-demand industry sectors and occupations as well as nontraditional employment.
  - b. Recruitment and other business services on behalf of employers in the local area, such as information and referral to specialized business services not traditionally offered through the local One-Stop System.
5. Referrals to, and coordination of activities with, other programs and services, including programs and services within the local One-Stop System and other workforce development programs.
6. Workforce and labor market employment statistics information, including information relating to local, regional, state, and national labor market areas, including the following:
  - a. Job vacancy listings and the job skills necessary to obtain them.
  - b. Information on local in-demand occupations and the earnings, skill requirements, and opportunities for advancement that accompany them.
7. Information on performance and program cost of eligible providers of training services, youth workforce development activities, adult education, career and technical education activities at the postsecondary level, career and technical education activities available to school dropouts, and vocational rehabilitation services.
8. Information regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the local One-Stop System.
9. Information on, and referral to, supportive services or assistance, including the following:
  - a. Child care, child support, medical or child health assistance under title XIX or XXI of the Social Security Act.
  - b. Benefits under the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008.
  - c. Assistance through the earned income tax credit under section 32 of the Internal Revenue Code of 1986.
  - d. Assistance under a state program for temporary assistance for needy families funded under part A of Title IV of the Social Security Act.
  - e. Other supportive services and transportation available in the local area.
10. Information and assistance regarding filing claims for unemployment compensation.
11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA.

**E. Business Services:**

The terms "Business Services" means services and resources available to employers in the local area and are provided by Partners and sub-contracted providers of services, with

oversight by WDB staff, where applicable, appropriate and allowable. These services include, but are not limited to:

1. Labor exchange activities and labor market information;
2. Customized screening and referral of qualified participants in training services to employers;
3. Customized services to employers, employer associations, or other such organizations, on employment-related issues;
4. Customized recruitment events and related services for employers including targeted job fairs;
5. Human Resource consultation services, including but not limited to assistance with:
  - a. Writing/reviewing job descriptions and employee handbooks;
  - b. Developing performance evaluation and personnel policies;
  - c. Creating orientation sessions for new workers;
  - d. Honing job interview techniques for efficiency and compliance;
  - e. Analyzing employee turnover; or
  - f. Explaining labor laws to help employers comply with wage/hour and safety/health regulations;
6. Customized labor market information for specific employers, sectors, industries or clusters;
7. Rapid Response and lay-off aversion; and
8. Other similar customized services.

F. Individualized Career Services:

The term “Individualized Career Services” means services available to persons who meet the eligibility requirements as defined in the WIOA and subsequent regulations. These services are provided by the WDB’s subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include the following:
  - a. Diagnostic testing and use of other assessment tools.
  - b. 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 the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.
3. Group counseling.
4. Individual counseling.
5. Career planning.

6. Short-term prevocational 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.
7. Internships and work experiences linked to careers.
8. Workforce preparation activities.
9. Financial literacy services.
10. Out-of-area job search assistance and relocation assistance.
11. English language acquisition and integrated education and training programs.

G. AJCC Partner Services:

The term "AJCC Partner Services" means those services described in Section IX, Description of Services To Be Provided By Partner, of this MOU carried out under the Partner's Authorizing Law.

H. Participant/Customer:

The term "Participant/Customer" is defined as a person or persons receiving integrated local One-Stop System employment, training, educational services, and/or business services for employers from any AJCC partner.

I. Training Services:

The term "Training Services" means services available to persons who meet the eligibility requirements as defined in the WIOA, subsequent regulations, and locally-defined prerequisites. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Occupational skills training, including training for nontraditional employment.
2. On-the-job training.
3. Incumbent worker training.
4. Programs that combine workplace training with related instruction, which may include cooperative education programs.
5. Training programs operated by the private sector.
6. Skill upgrading and retraining.
7. Pre-apprenticeship and apprenticeship training
8. Entrepreneurial training.
9. Transitional jobs (Work Experience).
10. Job readiness training provided in combination with another training service.
11. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service.
12. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

### 13. Other similar training services

## **V. AJCC ONE-STOP PARTNER PARTICIPATION**

Partner agrees to participate in a joint planning process which results in the development of the local and regional Strategic Plan submitted to the State in accordance with issued WIOA guidelines (the "Strategic Plan"). Partners agree to engage in planning, plan development, and activities, to result in:

- A. Continuous partnership building between all parties to this MOU;
- B. Continuous partnership building and planning responsive to State requirements;
- C. Continuous partnership between State and local representatives engaged in WIOA activities and related workforce preparation and development;
- D. Responsive to specific local and economic conditions, including employer needs;
- E. Adherence to strategic planning principles adopted by the WIOA for long range planning, including the requirement for continuous improvement;
- F. Adherence to common data collection and reporting, including needs for modification or change;
- G. Diligence in developing coordinated local leadership in workforce development through:
- H. Responsiveness to participant/customer needs;
- I. Maintenance of system infrastructure;
- J. Shared technology and information;
- K. Performance management to measure the success of the local One-Stop System overall and to enhance performance in a spirit of quality management and continuous improvement.
- L. Identification of each Partner's appropriate contribution to meeting the performance standards negotiated between the State of California and WDB.

## **VI. THE CUSTOMERS TO BE SERVED**

The AJCC One-Stop Center will serve:

- A. Those Fresno County residents who are seeking employment, need guidance on how to make career choices, and are building basic educational or occupational skills.
  - 1. Priority of Service will be given to those who are (in order of priority):
    - a. Veterans and eligible spouses who are also recipients of public assistance, other low income individuals, or individuals who are basic skills deficient;
    - b. Individuals who are recipients of public assistance, other low income individuals,

individuals who are basic skills deficient, or individuals with other barriers to employment.

- c. Veterans and eligible spouses who are not included in WIOA's priority groups.
  - d. Other individuals not included in WIOA's priority groups.
- B. Those businesses who are seeking a skilled and stable workforce; need guidance in various business operations or in need of assistance in case of reductions in force.
- C. All AJCC One-Stop Center Services and Partner services will be available to all eligible residents no matter their English language proficiency or physical abilities.

## **VII. AMERICAN'S WITH DISABILITIES ACT COMPLIANCE**

Partner agrees to ensure that the policies and procedures, as well as the programs and services provided at the AJCC and Partner's facilities, 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 Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

## **VIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

- A. Partner agrees that no person shall, because of ethnic group identification, age, sex, gender identification, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving state or federal assistance. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.
- B. Partner assures compliance with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

## **IX. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE PARTNER**

Partner agrees that they will provide access to all the services described below at the designated AJCC One-Stop and any other satellite location deemed appropriate by the Partner. Partner will participate in the creation of the local One-Stop System which provides universal access and enables customers to become self-sufficient.

Partner will ensure that services are provided either by (i) assigning staff to the local AJCC One-Stop(s); (ii) using a mutually developed referral process; (iii) training the One-Stop Operator and other Partner staff to deliver information about the services available to eligible individuals; and/or (iv) using technology to provide services to participants/customers, except as noted below.

Partner will ensure that the needs of workers and youth, and individuals with barriers to employment, including but not limited to individuals with disabilities and limited English proficient individuals, are provided necessary and appropriate access to services, including

access to technology and materials, available through the local One-Stop System.

Any Partner funded by Wagner-Peyser is required to be co-located in the Comprehensive America's Job Center One-Stop Center (as defined and identified in Section XI(A) below).

Partner agrees that it will provide One-Stop Partner Core Services to participants/customers and support local One-Stop System activities, depending on individual eligibility and availability of funding:

:

#### **A. ADD SPECIFIC PARTNER SERVICES TO BE PROVIDED**

### **X. WDB RESPONSIBILITIES**

As authorized under the WIOA, and pursuant to the Joint Powers Agreement, the WDB will establish policies necessary for implementation of the WIOA in the local area and shall:

- A. Develop and submit a local plan to the Governor;
- B. Collaborate with other Workforce Development Boards to develop a Regional Plan;
- C. Identify eligible AJCC One-Stop Operators by awarding grants or contracts on a competitive basis;
- D. Conduct programmatic and fiscal reviews of the WIOA services provided by sub-contracted program providers of services, training services providers and report to the WDB the results of those reviews;
- E. Identify eligible providers of youth activities in the local area by awarding grants or contracts on a competitive basis based on the recommendations of the WDB Youth Council;
- F. Identify eligible providers of training services in the local area by awarding grants or contracts on a competitive basis;
- G. Identify eligible providers of Individualized Career Services in the local area by awarding grants or contracts on a competitive basis;
- H. Provide adequate facilities for the Partners as needed and as funding allows;
- I. Develop a local One-Stop System budget for the purpose of carrying out the duties of the WDB;
- J. Solicit and accept grants and donations from sources other than federal funds made available under WIOA;
- K. Conduct regular program and physical plant assessments for compliance to federal, state and local Equal Opportunity and Americans with Disabilities Act regulations as required by law;



- L. Negotiate local performance measures;
- M. Coordinate the workforce development activities carried out in the local area with economic development strategies and develop other employer linkages with such activities;
- N. Promote participation by private sector employers in the statewide workforce development system and help such employers meet their hiring needs using the system by providing connecting, brokering, and coaching activities to the employers;
- O. Make available to the public, on a regular basis through open meetings and/or through publications online, information regarding the activities of the WDB, including information regarding the Strategic Plan prior to submission of the Strategic Plan, membership, the designation and certification of AJCC One-Stop Operator(s), the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of formal meetings of the WDB;
- P. Negotiate and enter into an MOU with each AJCC One-Stop Partner that meets the requirements of the WIOA and sets forth their respective responsibilities for making a full range of services available through the local One-Stop System; and shall modify this MOU to add additional Partners as needed for the benefit of the community and system.

## **XI. LOCATION OF AMERICA'S JOB CENTER ONE-STOP SITES**

- A. The WDB will establish a minimum of one physical location called the "Comprehensive AJCC" within the workforce development area in which all AJCC One-Stop Partners will provide access to the services provided under the WIOA. The parties agree that the Comprehensive AJCC shall be located at the Manchester Shopping Center, 3302 N. Blackstone Avenue, Fresno, California 93726. This location may be changed by the WDB during the term of this MOU upon thirty (30) days advance notice of such change to the Partners. Each Partner agrees that it will provide access to the services described in this MOU at such location and any other satellite location deemed appropriate by each Partner, with concurrence of the WDB.
- B. If the WDB establishes additional AJCC One-Stop Centers within its local workforce development area, each Partner will determine the extent and manner in which it will participate in such additional centers. However, access to each Partner's services will be made available at all locations, either with on-site staff, via technology, or referral to the nearest office of the Partner.
  - 1. Affiliate AJCC One-Stop Centers are listed on Attachment 2, Fresno Regional Workforce Development Board and Partner Workforce Services Centers.
- C. The Partner commits to providing information and access to all AJCC Partner services, as described in this MOU, at each of its service locations.

## **XII. METHODS OF REFERRAL**

- A. The WDB, through its designated AJCC One-Stop Operator(s), and the Partners agree to utilize the approved referral processes and forms for common intake and referral among the AJCC One-Stop Partners and providers of services. The WDB and Partners developed a

universal referral system and form that is used for all cross-agency referrals, copies of which are attached hereto, and incorporated herein, as Attachment 3

- B. The WDB and Partner agree to train and provide technical assistance to the appropriate staff of each of the other participating AJCC One-Stop Partners and sub-contracted providers of services on topics that include but are not limited to eligibility for and scope of allowable services for the Partner's programs.
- C. Partner agrees to suggest appropriate referrals for its applicants and clients, the availability of additional services from other AJCC partners if they determine the client could benefit from those referral(s).
- D. A listing of Partner Services and Partner Sites and Locations can be found in Attachments 1 and 2, respectfully, for referral purposes.

### **XIII. CONFIDENTIALITY**

Partner shall be in strict conformance with all applicable federal, State of California and/or local laws and regulations relating to confidentiality, including Welfare and Institutions Code, section 10850 and ensure that all applications and records concerning participants/customers shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly connected with the administration of the local One-Stop System. The Partner shall inform all of its employees, agents, officers, subcontractors, Board members, or partners of this provision and that any person knowingly and intentionally violating this provision is guilty of a misdemeanor.

- A. All participant/customer applications and records related to services provided under this MOU, including eligibility for services, 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. Signed information releases will be obtained where appropriate.
- B. Partner agrees to share information either agreed upon by them or as interpreted by the Chief Local Elected Official or designee to be necessary for the administration of the local One-Stop System. Partner shall obtain signed releases allowing for the sharing of participant/customer information necessary for provision of services under the WIOA; i.e. assessment; universal intake; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.
- C. At any time an America's Job Center One-Stop Partner requests confidential information regarding another Partner's participant/customer, the request shall be accompanied by a written Release of Confidential Information signed by the participant/customer.

### **XIV. GRIEVANCES AND COMPLAINTS**

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 remedy 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.

## **XV. COST ALLOCATION**

- A. Partner agrees to financially participate in the operating costs related to the common costs of the One-Stop System attributable to the Partner's program(s).
- B. Partner commits to work collaboratively with the WDB and other AJCC One-Stop Partners to participate in the implementation of the Infrastructure Funding Agreement (IFA) process.
- C. The IFA is incorporated into this MOU as Exhibit A.

## **XVI. TERM AND RENEWAL OF MOU AND IFA**

- A. The term of this MOU is from July 1, 2019, to June 30, 2022, unless it is terminated earlier as provided in Section XVIII, below.
- B. The term of the IFA is from July 1, 2019, to June 30, 2020, and will be updated annually.
  - 1. Each update will be incorporated into this MOU, replacing the previous year's IFA.
- C. This MOU is of no force or effect until signed by authorized representatives of the participating America's Job Center One-Stop Partner and the WDB. Once signed thereby, this MOU is effective commencing upon July 1, 2019, and shall supersede in its entirety any MOU entered into previously by and between the participating AJCC One-Stop Partner and the WDB.
- D. The MOU, once signed, becomes a part of the local Strategic Plan.

## **XVII. REVISIONS AND MODIFICATIONS**

This MOU may be revised or modified with the approval of both the WDB and of the Partner.

## **XVIII. TERMINATION**

Partner may terminate its participation in this MOU upon thirty (30) days written notice to the WDB; or The WDB may terminate this MOU upon thirty (30) days written notice of such termination to partner.

## **XIX. NOTICE**

Any notice required or permitted to be given by any party to this MOU shall be deemed given upon personal delivery to the other parties or two (2) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other parties at the following addresses or to such other address as the parties may provide by written notice given in accordance herewith:

Fresno Regional Workforce Development Board Attn: Blake Konczal, Executive Director 2125 Kern Street, Suite 208 Fresno, CA 93721	Partner's address as identified on the signature page below.
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## **XX. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT**

It is understood that the Partner and its staff are subject to their existing personnel policies, procedures, regulations and statutes as well as applicable collective bargaining agreements. The WDB will assure to the extent possible that the One-Stop Operator will work with all Partners in developing and implementing policies and procedures for the One-Stop System, in order to avoid inconsistencies with their respective policies, procedures, regulations and collective bargaining agreements.

## **XXI. SHARED INFORMATION 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 applicable statutes or requirements.
- B. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- C. System security provisions shall be agreed upon by all partners.

## **XXII. PUBLIC COMMUNICATIONS AND BRANDING RELATED TO WIOA SERVICES**

- A. All communications must be approved by the WDB Marketing Manager or Executive Director prior to the communication.
- B. Partner agrees to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage.

## **XXIII. DISPUTE RESOLUTION**

The parties agree to try to resolve policy and 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 or the respective staff employer and the WDB, for discussion and resolution.

## **XXIV. INDEMNIFICATION**

Except as otherwise expressly provided in this MOU and to the fullest extent of the law, each party shall indemnify and hold harmless (the "Indemnifying Party") the other parties, including the One-Stop Operator and the WDB, and their respective partners, directors, officers, agents, customers and employees (the "Indemnified Parties") from and against any and all losses, costs, expenses (including reasonable attorneys', experts' and consultants' fees and court costs at all levels of proceedings), damages and/or liabilities which any of the Indemnified Parties may sustain or incur in connection with or arising out of the performance of this MOU or any breach by the Indemnifying Party of its obligations under this MOU, except to the extent the foregoing is caused by the gross negligence or willful misconduct of the Indemnified Parties. The terms of this Section XXIV shall survive the termination of this MOU.

**Signatures:**

In WITNESS THEREOF, the parties to this Memorandum of Understanding execute this agreement.

Dated: \_\_\_\_\_ 2019

BY \_\_\_\_\_  
**Paul Bauer, FRWDB Board Chairperson**  
Fresno Regional Workforce Development Board  
2125 Kern Street, Suite 208  
Fresno, CA 93721

Dated: \_\_\_\_\_ 2019

BY \_\_\_\_\_  
**Name**  
**Agency Name**  
**Address**  
**Address**

**APPROVED BY THE COUNTY OF FRESNO AS TO ITS CAPACITY AS CHIEF LOCAL ELECTED OFFICIAL (CLEO):**

By: \_\_\_\_\_  
Nathan Magsig, Chairman of the  
Board of Supervisors of the County of Fresno

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: \_\_\_\_\_  
Deputy

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California.

CITY OF FRESNO,  
A California municipal corporation

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Wilma Quan-Schechter  
City Manager

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: \_\_\_\_\_  
Brandon M. Collet                      Date  
Deputy City Attorney

ATTEST:  
YVONNE SPENCE, CMC

By: \_\_\_\_\_  
Date

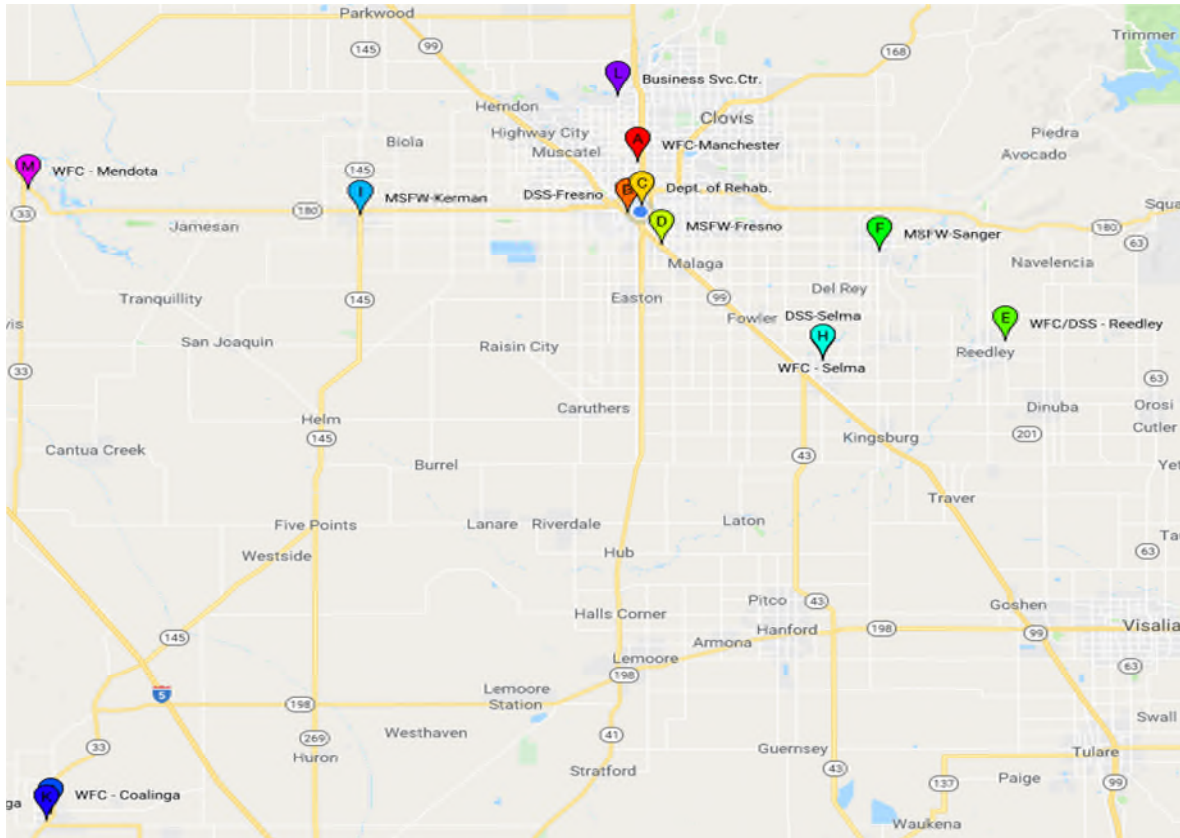
### One Stop Partners and Services Provided

Partner	Services Provided
Department of Social Services	Will be co-located at Manchester and Reedley AJCCs. Assistance with reception duties; assistance with Job Fairs and employer services events; participate in scholarship panels; liaison between AJCC partners, DSS staff and participants; Welfare-to Work case management; participate on Self Reliance Team; participate on WIOA Training Scholarship panels, CalWORKs Intake and CalFresh/Medi-Cal services (Reedley only)
Department of Rehabilitation	Disability Awareness training to frontline AJCC staff; Co-location of DOR staff at Manchester AJCC; Training to AJCC staff and core partners on Competitive Integrated Employment.
California Indian Manpower Consortium	Provide access to WIOA career services for Native Americans in Fresno County, as funding and eligibility allows, utilizing agreed to referral process with other WIOA partners.
Employment Development Department	<p>Workforce Services: Will be co-located at Manchester, Fresno West, Reedley AJCCs. California Training Benefits; CalJOBS; Employer Services; Fidelity Bonding services; H-2A Temporary Agriculture Program; Jobs for Veterans services; Migrant Seasonal Farmworker services; personal job search assistance workshops; assist with Rapid Response events; Trade Adjustment Assistance; Work Opportunity Tax Credits; assistance with Worker Adjustment Retraining Notification Act; Youth Employment Opportunity Program/Youth Services.</p> <p>Labor Market Information Division: Labor Market Information in support of Basic Career Services; occupational guides/profiles; wage data; skills information and transference; education and licensing requirements; in-demand occupations listings; crosswalks for occupation and education program offerings; state-wide Eligible Training Provider List; commute pattern data.</p> <p>Unemployment Insurance Branch: UI claim information upon request (per process); worker profiling and re-employment services, Guidance to individuals filing UI claims via UI Online; Assistance to AJCC staff and customers for California Training Benefits; Collaborate with partners and AJCC staff on TAA process and requirements; participate in local Rapid Response events and roundtable meetings; provide lay-off aversion information to employers.</p>
Fresno Economic Opportunities Commission	Support AJCC staff with referrals to any Community Services Block Grant services and any other service available through EOC, depending on eligibility requirements; depending on need and space availability, the following programs could co-locate in the AJCC: Women, Infants and Children (WIC) and Low-Income Home Energy Assistance (LIHEAP). Will provide CSBB services information via technology in the AJCC and Orientation.
State Center Adult Education Consortium	In the State Center Community College District area (urban Fresno County, east side rural area), provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC; provide counseling services and assistance to WIOA enrolled participants who have expressed interest in attending State Center Community College District training programs that are approved and listed on the state Eligible Training Provider List. All of these services will be provided by the adult schools and community college campuses who make up this consortium.
Proteus, Inc. - Migrant Seasonal Farm Worker	Will provide outreach and recruitment for the Migrant Seasonal Farm Worker Program; conduct eligibility determination; case management; career counseling; orientation; skills assessment; co-enrollment with other appropriate agencies; provide Youth Farmworker Services; job placement services.



State Center Community College District	Provide Career Planning, 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.
West Hills Adult Education Consortium	In the West Hills Community College District area (urban Fresno County, west side rural area), Provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC These services will be provided by the adult schools located in Fresno County who are members of this consortium.
SER Jobs for Progress, Inc.	Will provide outreach, intake and Orientation services; provide information and referrals to supportive services available to eligible persons; provide group presentations; provide Older Americans workshops, as needed or requested; provide group counseling services; Short-term pre-vocational services; specialized assessments; health screening; organize monthly support group meetings for Older Americans; provide staffing support to the Manchester AJCC resource room and clerical support to co-located partner staff.
Senior Services of America, Inc.	Provide: outreach, intake (that may include Worker Profiling, Readjustment Service Referrals and orientation to the One-Stop Center); performance information on eligible training providers; Information about and referral to the array of supportive services provided by SSAI and other community partners; enroll eligible seniors who are 55+, low income and have barriers to employment as defined in the Older Americans Act (OAA); provide part time, temporary on the job training through community service assignments at local nonprofits and government agencies to enrolled participants; provide group presentations in One-Stops as necessary; comprehensive and specialized assessment and individual employment plan for enrolled participants; short-term pre-vocational services; to the extent practical and available, leveraging funding streams such as TANF, WIOA, HUD, Veteran's Outreach and Migrant Workers; may assign program participants to provide staffing support to the Resource Room and clerical support to co-located partners at the comprehensive AJCC.
Job Corps	Eligibility determination for Job Corps services; initial assessments for Job Corp services; individual and group counseling/mentoring; short term pre-vocational services; internships/work experiences linked to careers; soft skills development; financial literacy workshops; occupational job training related to Job Corp; job readiness workshops/training; GED/HS diploma assistance; information about Job Corp provided in literature and electronically; participate in Self Reliance Team panels.

# Fresno Regional Workforce Development Board & Partner Workforce Services Centers



- |   |  |  |
|---|--|--|
| <p>A. Workforce Connection Manchester<br/>Arthur Moss-559-230-1100<br/>3302 N. Blackstone Ave. Suite 155, Fresno CA 93726</p> | <p>E. Workforce Connection Reedley<br/>Cynthia Rye - 559-637-2444<br/>DSS – 559.637.2971<br/>1680 E. Manning Ave.<br/>Reedley, CA 93654</p>        | <p>J. Workforce Connection Coalinga<br/>Claudia Call-559-934-2424<br/>300 Cherry Ln. Bldg. A,<br/>Coalinga, CA 93210</p> |
| <p>B. DSS – Fresno<br/>559.600.2650<br/>1209 E Street<br/>Fresno, CA 93706</p>  | <p>F. MSFW Sanger<br/>1849 Academy Ave.<br/>Sanger, CA 93657<br/>559.875.7146</p>  | <p>K. DSS – Coalinga<br/>559.600.6300<br/>311 Coalinga Plaza<br/>Coalinga, CA 93210</p>                                  |
| <p>C. Ca. Department of Rehabilitation<br/>559.445.6011<br/>2550 Mariposa Mall, Rm. 2000<br/>Fresno, CA 93721</p>             | <p>G. Proteus, Inc. Selma Service Center<br/>Cynthia Rye-559.637-2444<br/>MSFW-559.891.0135<br/>3706 McCall Ave. Suite 116<br/>Selma, CA 93662</p> | <p>L. Business Services Center<br/>7475 N. Palm Ave., Ste. 105<br/>Fresno, CA 93711<br/>559.230.4062</p>                 |
| <p>D. MSFW-Fresno<br/>3454 E. Date Ave.<br/>Fresno, CA 93725<br/>559.473.4485</p>   | <p>H. DSS – Selma<br/>559.600.5205<br/>3800 McCall Ave.<br/>Selma, CA 93662</p>  | <p>M. Workforce Connection - Mendota<br/>Claudia Call-559.655.5281<br/>655 Quince St. Ste. C<br/>Mendota CA 93640</p>    |
|   | <p>I. MSFW Kerman<br/>437 S. Madera Ave.<br/>Kerman, CA 93630<br/>559.473.4489</p>   |  |

# Fresno Regional Workforce Development Board

*A proud member of America's Job Center of California<sup>SM</sup> Network*

2125 Kern Street, Suite 208 • Fresno, California 93721 • 559.490.7100 • Fax 559.490.7199 •  
www.workforce-connection.com

*Blake Konczal, Executive Director*

## **OPERATIONAL DIRECTIVE**

**FRWIB OD # 06-16**

**Date Released: July 1, 2016**

**To: All Fresno Regional Workforce Development Board AJCC Partners and Service Providers**

**From: Blake Konczal, Executive Director**

**Effective Date: July 1, 2016**

**Subject: America's Job Centers of California (AJCC) Partner Referral Process**

**Applicable Program: All**

**Revision History: Initial Release**

This Operational Directive (OD) replaces the referral process described in OD 35-05, Partner Co-Enrollment and Referral Process. This OD obsoletes Form REG-102, Universal Referral Checklist and adds updated referral forms.

Partners may be required to use their own Release of Information form, instead of the Universal Release of Information (Form REG-100) when making referrals to other Partners. Those Partners are required to identify the approved form to be used when referring clients from their organization.

### **Purpose**

As mandated by the Workforce Innovation and Opportunity Act (WIOA), each Local Workforce Development Area (LWDA) is required to have a documented process for referrals between partner agencies, as defined by WIOA (mandated partners) and the local Board as AJCC partners (local one-stop partners).

The intent of a referral activity is to ensure that needed services for a client are provided through the most appropriate funding stream in the most efficient manner and are not duplicative. The client should have an experience that is as seamless as possible.

This OD describes, on page 2, the steps to be taken to facilitate a referral between any Partner agency, including any of Fresno County's WIOA-funded programs, and to track the outcome of those referrals.

Each partner is required to identify all departments that provide the services described in their individual Partner Memorandum of Understanding (MOU) with the Fresno Regional Workforce Development Board. Additionally, each partner and sub-contracted provider of service is required to identify a single point of contact (SPOC) for all referrals to their agency and their full contact information (telephone number and email address). The FRWDB Quality Systems Manager will be responsible for maintaining and disseminating this information.

### **PROCESS**

**Level I – Referrals to other partners or community services for perceived or stated needs of clients. Use Form REG-108. There will be no follow-up for Level I Referrals. Referrals will be counted and reported, when appropriate.**

**Level II – Direct referral between partners for specific services. Use Form # REG-109. Referring partner will fill out the form, contact the referred to agency single point of contact (SPOC) and make appointment for client if**  
Fresno Regional Workforce Development Board Page 1 of 2 Form# QUA-197, revised 051916

appropriate. Referral to be scanned to referred agency and copy given to client. Review the referral with the client. Referring Partner will file the original referral form.

If any questions, please contact the FRWDB Program Manager.

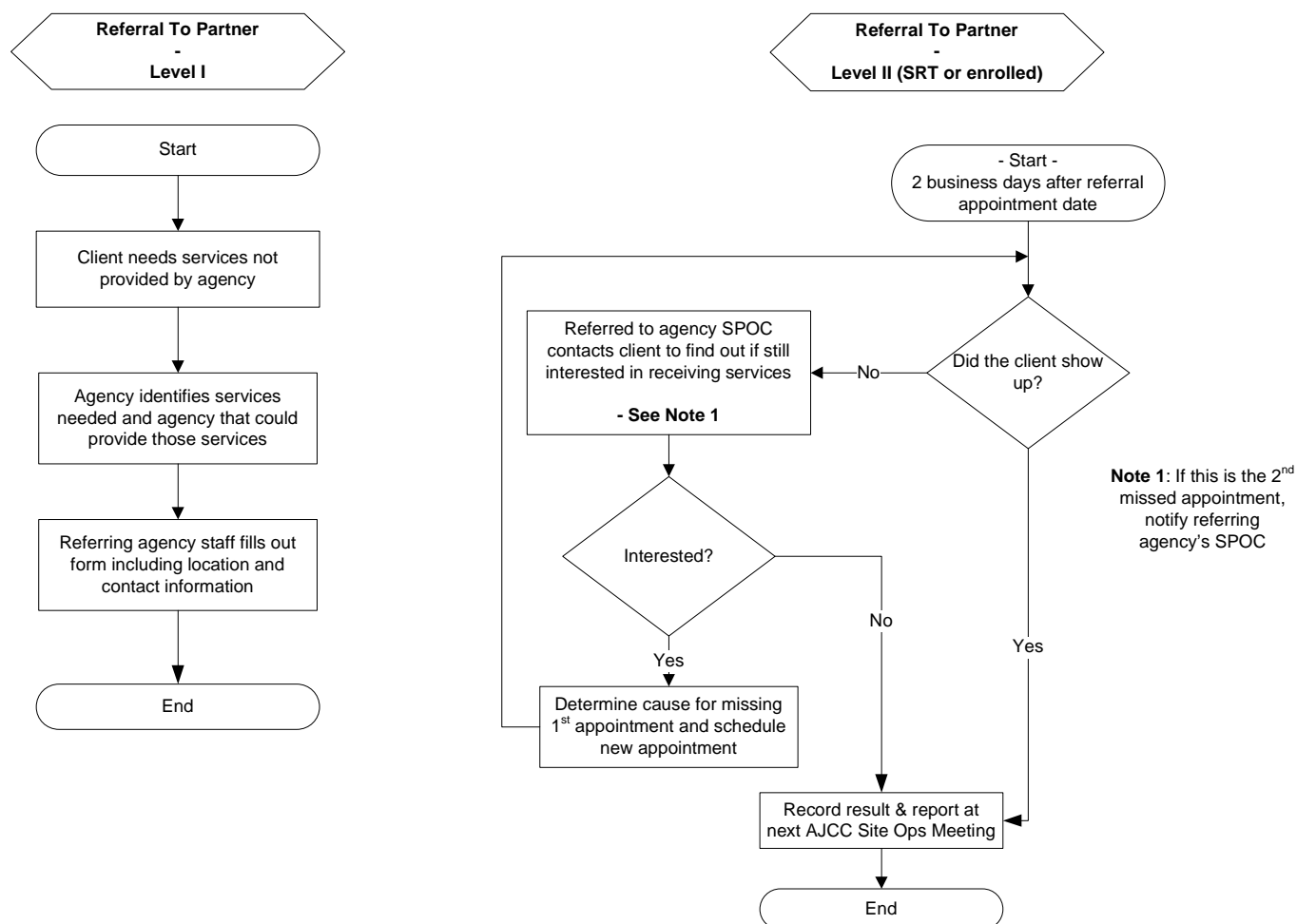
Forms: [REG-100](#) – Universal Release of Information (Partners may require the use of their own Release of Information form in order to release client specific information).

[REG-101](#) – Agency Summary of Services Checklist

[REG-104](#) – Interest Checklist

[REG-108](#) – AJCC Partner Referral – Level I

[REG-109](#) – AJCC Partner Referral – Level II



## Workforce Innovation and Opportunity Act

### AJCC Partner

### INFRASTRUCTURE FUNDING AGREEMENT

#### Program Year 2019

This Infrastructure Funding Agreement (IFA) is entered into between the Fresno Regional Workforce Development Board (FRWDB) and (Partner Name), an America's Job Center of California (AJCC) Partner in the Fresno County Local Workforce Development Area, effective as of the first day of the term hereof.

### RECITALS

WHEREAS the Workforce Innovation and Opportunity Act (WIOA) provides that the FRWDB shall establish and operate a One-Stop System, also known as AJCC, to serve customers in Fresno County with the collaboration of the Partner; and

WHEREAS, the FRWDB has established Workforce Connection, located at 3302 Blackstone Avenue, Fresno, CA 93726, as the comprehensive AJCC; and

WHEREAS, the Partner is to share the cost and burden of the AJCC to the fullest extent allowable taking into account restrictions imposed by sources of funding relied upon by the Partner, which, if possible, shall contribute services or space, if prohibited from paying cash, to contribute its share of the in-kind expenses of the AJCC benefiting; and

WHEREAS, FRWDB has contracted with the Fresno Area Workforce Investment Corporation (FAWIC) to provide administrative services, including, without limitation, administering this Agreement on behalf of the FRWDB; and

WHEREAS, the FRWDB and Partner desire to enter into this Agreement in order to establish the methodology, terms and conditions under which they will provide resources or funds in sharing the costs of the AJCC.

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

- I. **Term.** The term of this Agreement shall commence on **July 1, 2019, and terminate on June 30, 2020**, unless otherwise terminated as hereinafter provided.
- II. **AJCC Partners.** The following entities are partners in the operation of the AJCC.
  - a. Co-Located Partners (subject to comprehensive AJCC infrastructure cost sharing):
    - i. Employment Development Department
    - ii. Fresno County Department of Social Services
    - iii. Department of Rehabilitation
  - b. Co-located Partners (Federally exempt from AJCC infrastructure cost sharing)
    - i. Job Corps

- c. Non Co-Located Partners (subject to other comprehensive AJCC services cost sharing and reporting):
  - i. Fresno Economic Opportunities Commission
  - ii. Proteus, Inc. (MSFW program)
  - iii. West Hills Adult Education Consortium
  - iv. California Indian Manpower Consortium
  - v. State Center Adult Education Consortium
  - vi. Senior Service America, Inc.
  - vii. SER of California
  - viii. State Center Community College District

III. **Cost Allocation Methodology.** The FRWDB and Partner agree that the AJCC Budget and Allocation Plan set forth in Attachments A and B, respectively, bears an equitable relationship to the benefits received by each at the comprehensive AJCC.

The Methodology will:

- a. Be consistent with federal laws authorizing each partner's program.
- b. Comply with federal cost principles in the Uniform Guidance.
- c. Include only costs that are allowable, reasonable, necessary, and allocable to each program partner.

Those partners who are co-located in the comprehensive AJCC, identified in Section II c, are mandated to share in the infrastructure costs of the comprehensive AJCC, to the extent allowed under their authorizing law.

Those partners co-located in the comprehensive AJCC, as identified in Section II d, are exempt from infrastructure cost sharing by the federal government. These partners are subject to other comprehensive AJCC services cost sharing and reporting.

Those partners not co-located in the comprehensive AJCC, as identified in Section II e, are not subject to sharing in the infrastructure costs until such time the State defines and communicates the process and methodology for assessing the benefit and or value to the non co-located partner.

The infrastructure costs shall be allocated as follows:

- a. Direct Charge: Costs that are incurred solely for the benefit of Partner shall be allocated to Partner.
- b. Square Footage Percentage at an AJCC Site: Partner shall be allocated the cost of providing and maintaining facilities at the site based upon the percentage of the number of square feet at the site Partner commits to use relative to the total space of the site.
- c. Communication Costs: Partner shall be allocated the communication costs at the site based upon the percentage of the number of square feet at the site Partner commits to use relative to the total space of the site.

IV. **Partner-provided Career Services** For all partners (co-located and non co-located), other costs associated with providing Career Services to the AJCC system are described in

Attachment C. Reporting of these services are further described in Section VI, Partner Resources.

V. **Other System Costs - Shared Costs.** FAWIC will pay to the appropriate vendors the shared non-infrastructure costs for the comprehensive AJCC. These payments will be considered the WIOA resources for payment of allocable costs to WIOA.

VI. **Partner Resources.** Partner agrees to provide the following resources in support of the AJCC system:

- a. For infrastructure costs, co-located partners will provide cash payment for the amount allocated to them as shown in Attachment B.
  - i. If a cash payment is required from the partner, FAWIC will invoice the partner monthly. The partner shall submit their payment to the Fresno Area Workforce Investment Corporation, 2125 Kern Street, Suite 208, Fresno, CA 93721. All cash payments must be received by FAWIC no later than 45 calendar days after receipt of the invoice unless an alternative arrangement is agreed to in writing by FAWIC and the partner. A partner's failure to pay within a timely manner will be reported to the FRWDB Adult Council and may be subsequently submitted for dispute resolution as provided for in Section VII.
- b. All partners (co-located and non-co-located) will provide estimated annual budgets that reflects their agency expenditures/contributions to provide Career Services to Fresno County residents. The Consolidated Career Services Budget is further described in Attachment C.
  - i. Partner agrees to submit semi-annually actual versus budget reports for Career Services Expenditures.
  - ii. Reviews of the consolidated report will be in accordance with Section VII.

VII. **Periodic Review of Costs, Allocations and Contributions.** The FAWIC will provide quarterly reports to the partners showing the actual costs, allocations and contributions versus budget and/or plan. After the close of the second calendar quarter, FAWIC will convene an AJCC Partner Review meeting to determine if adjustments to budget and or allocations need to be made based on actual expenditures. If a modification is deemed appropriate, then this IFA amendment will be modified as agreed to by all partners.

VIII. **Dispute Resolution.** Any dispute among or between the parties hereto shall be addressed by the FRWDB in accordance with WIOA and the appropriate Final Rules promulgated with respect thereto, as amended and applicable. Following a decision by FRWDB, the parties involved may appeal to the State of California following the applicable procedures. Pending final resolution of a dispute hereunder, the parties involved shall proceed diligently to perform their respective obligations under the Agreement in accordance with the FRWDB decision, unless the parties have given a notice of termination as provided for in Section XI.

XI. **Termination.** Use of funds identified in this IFA as being available to pay the costs, charges, and fees set forth herein are contingent upon receipt of those funds by Partner. Partner may withdraw from this Agreement in the event that funding is either eliminated or reduced such that Partner can no longer pay the costs set forth above. Such withdrawal shall be effective with no less than a 30-day written notification to FAWIC that Partner lacks funding, or upon the vacating of the premises by Partner, if applicable, whichever is later.

The FRWDB and Partner executing this Infrastructure Funding Agreement agree to its terms and conditions:

**{PARTNER NAME}**

**{SIGNATORY & TITLE}**

\_\_\_\_\_  
Signature Date

**Fresno Regional Workforce Development Board**

Paul Bauer, Chair

\_\_\_\_\_  
Signature Date



**ATTACHMENT A – MANCHESTER COMPREHENSIVE AJCC BUDGET – Twelve (12) Months**

<b>Category</b>	<b>Description</b>	<b>Cost</b>
Communication	Telephone - Local Service	\$9,500
Communication	Communications - Data/Internet	\$21,500
Communication	Telephone - Long Distance	\$500
Maintenance	Janitorial Service	\$45,800
Maintenance	Pest Control	\$1,740
Facility	Security Guard Services	\$38,000
Facility	Rent	\$440,400
Facility	Utilities	\$85,000
	<b>TOTAL</b>	<b>\$642,440</b>

## Attachment B – AJCC One Stop Infrastructure Costs Allocation Methodology and Plan

### Allocation Methodology

The infrastructure costs shall be allocated as follows:

- Direct Charge: Costs that are incurred solely for the benefit of Partner shall be allocated to Partner.
- Square Footage Percentage at an AJCC Site: Partner shall be allocated the cost of providing and maintaining facilities at the site based upon the percentage of the number of square feet at the site Partner commits to use relative to the total space of the site.
- Communication Costs: Partner shall be allocated the communication costs at the site based upon the percentage of the number of square feet at the site Partner commits to use relative to the total space of the site.

### Allocated Square Footage Summary

Agency	Total Direct Area	Common and Customer Space	Partner Total	Partner %
DOR	137	71	208	.63%
DSS	1,449	750	2,199	6.71%
EDD	7,747	4,009	11,756	35.88%
WIOA	11,697	6,908	18,605	56.78%
	<b>21,030</b>	<b>11,738</b>	<b>32,768</b>	<b>100%</b>

<b>Manchester Proposed PY 19-20 Allocation</b>		<b>DSS</b>	<b>EDD</b>	<b>DOR</b>	<b>WIOA</b>	<b>Total All Partners</b>	
		<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>
<b>Based on Square Footage</b>		<b>6.71%</b>	<b>35.88%</b>	<b>0.63%</b>	<b>56.78%</b>	<b>100.00%</b>	
		<b>2,199</b>	<b>11,756</b>	<b>208</b>	<b>18,605</b>	<b>32,768</b>	
<b>Communication</b>	31,500	2,114	11,301	200	17,885		31,500
<b>Maintenance</b>	47,540	3,190	17,056	302	26,992		47,540
<b>Security Guard</b>	38,000	2,550	13,633	241	21,576		38,000
<b>Rent</b>	440,400	29,554	158,000	2,796	250,050		440,400
<b>Utilities</b>	85,000	5,704	30,495	540	48,261		85,000
<b>Proposed Total</b>	<b>\$642,440</b>	<b>43,113</b>	<b>230,485</b>	<b>4,078</b>	<b>364,764</b>		<b>\$642,440</b>

Totals may be off \$1 due to rounding.

Attachment C - Applicable Career Services Consolidated Budget - Twelve (12) Months

Amounts are Estimates and Services provided are checked.

	WIOA	EDD				DOR	SCCCD	SSAI	SER	DSS	Proteus MSFW	CIMC	FEOC	WHAEC	SCAEC	Job Corps
	WP	UI	Vets	TAA												
Basic Career Services	\$726,105	\$2,059,746	\$66,597	\$246,447	\$4,319	\$2,948,202	\$253,984	\$70,342		\$506,027	\$623,935		\$7,834			
Program Eligibility	✓	✓	✓	✓	✓	✓		✓		✓	✓		✓			
Outreach, Intake, Orient	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓		✓			
Initial Assess.	✓	✓		✓	✓	✓	✓	✓		✓	✓					
Labor Exch/Job Search	✓	✓		✓	✓	✓	✓	✓		✓						
Referrals to Partners	✓	✓		✓	✓	✓	✓	✓		✓	✓					
Labor Market Information	✓	✓		✓	✓	✓	✓			✓						
Perf/Cost Info	✓	✓														
Supportive Services Info	✓	✓		✓	✓	✓		✓		✓	✓					
UI Info/Assist.	✓	✓	✓													
Fin Aid Info	✓	✓					✓			✓						

Attachment C - Applicable Career Services Consolidated Budget - Twelve (12) Months

Amounts are Estimates and Services provided are checked.

	WIOA	WP	EDD			DOR	SCCCD	SSAI	SER	DSS	Proteus MSFW	CIMC	FEOC	WHAEC	SCAEC	Job Corps
Individual Career Services	\$1,531,192	\$363,485		VETS	TAA		\$253,984	\$55,095		\$144,580	\$265,858					
Comp. Assess.	√	√		√	√			√			√					
IEP	√	√		√	√			√		√	√					
Career Planning /Counseling	√	√					√	√		√	√					
Short-Term Pre-voc. Assistance	√									√	√					
Out of Area Job Search	√						√				√					
Fin. Lit.	√	√		√	√											
IET/ELA	√															
Workforce Prep	√	√		√	√		√	√		√						
	WIOA	WP	EDD			DOR	SCCCD	SSAI	SER	DSS	Proteus MSFW	CIMC	FEOC	WHAEC	SCAEC	Job Corps
Other Services	\$393,245	\$358,620		Vets	TAA		\$253,984	\$39,044		\$72,290						
Training Assistance	√						√	√								
CalJOBS		√														
LMI Fixed Cost		√														
Barrier Assesment										√						