

**MEMORANDUM OF UNDERSTANDING (PHASE II)
BETWEEN
ANAHEIM WORKFORCE DEVELOPMENT BOARD
AND
ORANGE COUNTY SOCIAL SERVICES AGENCY**

LEGAL AUTHORITY

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires that each Local Workforce Development Board with the agreement of the Chief Local Elected Official, develop and enter into a Memorandum of Understanding (MOU) with each One-Stop Partner, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in the Orange County Region. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

INTRODUCTION

The Anaheim Workforce Development Board's goal is to create integrated locations and a unified structure and process of proactive, transparent, and effective job seeker and business services, orchestrated by a seamless collaboration of talent development and support agencies.

The purpose of this MOU is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating within the jurisdiction of the Orange County Region create a seamless, customer-focused America's Job Center of California (AJCC) network that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, partners are able to build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will increase customer access and performance outcomes.

While Phase I established the framework for service provision, Phase II defines how to best support the established service delivery model through the sharing of resources and costs.

VISION

Empower Anaheim employers, individuals, and communities to prosper and grow the region's economy through a workforce development system that is inherently customer-centered, seamless, and effective.

MISSION

To establish a workforce system that provides data-driven and employer-validated talent solutions through the integration of education, workforce, and economic development resources across systems.

SYSTEM STRUCTURE

AMERICA'S JOB CENTERS OF CALIFORNIA

The Anaheim Workforce Development Board (AWDB) is a comprehensive AJCC, also known as AnaheimJobs (One-Stop Center), which is designed to provide a full range of assistance to job seekers and businesses under one roof. Established under the Workforce Investment Act of 1998 and continued by the WIOA, the centers offer a comprehensive array of services designed to match talent with opportunities. The State of California has designed Orange County as a Regional Planning Unit.

ADMINISTERED BY THE ANAHEIM WORKFORCE DEVELOPMENT BOARD

American Job Center (Comprehensive)

AnaheimJobs
290 South Anaheim Blvd., Suite 100
Anaheim, CA 92805
(714) 765-4350
www.anaheimjobs.com
Monday – Friday 8:00 am until 5:00 pm

ONE-STOP OPERATOR

The AWDB selected the one-stop operator through a competitive process in accordance with the Uniform Guidance Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance), including the Office of Management and Budget's (OMB) approved exceptions for the U.S. Department of Labor at 2 CFR part 2900. WIOA and its implementing regulations, and Local procurement laws and regulations. All documentation for the competitive one-stop operator procurement is available for public inspection. The State requires that the one-stop operator is re-competed at least every three years and no later than every four years. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

PARTICIPATING ELECTED OFFICIALS, WORKFORCE BOARDS AND AJCC PARTNERS

Chief Elected Official/s

Mayor, City of Anaheim: Tom Tait

Local Workforce Development Board/s:

Anaheim Workforce Development Board

AJCC Partner

Orange County Social Services Agency

Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the Local Board and chief elected official(s) approve the entity's participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b–19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (p. 7)]
Infrastructure

PARTNER SERVICES

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the AJCC network system. Additional services may be provided on a case by case basis and with the approval of the Local Board.

JOB SEEKER SERVICES	
<u><i>Basic Career Services:</i></u> Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system.	<u><i>Basic Career Services cont.</i></u> Initial assessments of skill level(s), aptitudes, abilities and supportive service needs
In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)	Access to employment opportunity and labor market information
Performance information and program costs for eligible providers of training, education, and workforce services	Information on performance of the Local workforce system
Information on the availability of supportive services and referral to such, as appropriate	Information and meaningful assistance on Unemployment Insurance claim filing
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Information and assistance in applying for financial aid for training and education programs not provided under WIOA
<u><i>Individualized Career Services:</i></u> Comprehensive and specialized assessments of skills levels and service needs	<u><i>Individualized Career Services cont.</i></u> Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals

Referral to training services	Group counseling
Literacy activities related to work readiness	Individual counseling and career planning
Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance	Work experience, transitional jobs, registered apprenticeships, and internships
Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Post-employment follow-up services and support (<i>This is not an individualized career service, but listed here for completeness.</i>)
<u>Training:</u> Occupational skills training through Individual Training Accounts (ITAs)	<u>Training cont.</u> Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
On-the-Job Training (OJT)	Incumbent Worker Training
Programs that combine workplace training with related instruction which may include cooperative education	Training programs operated by the private sector
Skill upgrading and retraining	Entrepreneurial training
Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training	Other training services as determined by the workforce partner's governing rules

YOUNG ADULT SERVICES

<p>Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.</p>	<p>Alternative secondary school services, or dropout recovery services, as appropriate.</p>
<p>Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.</p>	<p>Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.</p>
<p>Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.</p>	<p>Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.</p>
<p>Supportive services.</p>	<p>Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.</p>
<p>Follow-up services for not less than 12 months after the completion of participation, as appropriate.</p>	<p>Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.</p>
<p>Financial literacy education.</p>	<p>Entrepreneurial skills training.</p>
<p>Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.</p>	<p>Activities that help youth prepare for and transition to postsecondary education and training.</p>

BUSINESS SERVICES	
Serve as a single point of contact for businesses, responding to all requests in a timely manner	Conduct outreach regarding Local workforce system's services and products
Provide access to labor market information	Assist with the interpretation of labor market information
Use of one-stop center facilities for recruiting and interviewing job applicants	Post job vacancies in the state labor exchange system and take and fill job orders
Provide information regarding workforce development initiatives and programs	Provide information and services related to Unemployment insurance taxes and claims
Conduct on-site Rapid Response activities regarding closures and downsizing	Provide customized recruitment and job applicant screening, assessment and referral services
Conduct job fairs	Consult on human resources issues
Provide information regarding disability awareness issues	Provide information regarding assistive technology and communication accommodations
Assist with disability and communication accommodations, including job coaches	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Develop customized training opportunities to meet specific employer and/or industry cluster needs	Provide incumbent worker upgrade training through various modalities
Develop, convene, or implement industry or sector partnerships	

ROLES AND RESPONSIBILITIES OF PARTNERS

The Parties to this agreement will work closely together to ensure that all AJCCs are high-performing work places with staff who will ensure quality of service.

ALL PARTIES TO THIS AGREEMENT SHALL COMPLY WITH:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- Confidentiality requirements governing the protection and use of personal information held by the Vocational Rehabilitation Agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the State Unemployment Compensation Agency (20 CFR part 603),
- All amendments to each, and
- All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

ADDITIONALLY, ALL PARTIES SHALL:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties

relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and

- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

PARTNERS

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator;
- Joint planning, policy development, and system design processes;
- Commitment to the joint mission, vision, goals, strategies, and performance measures;
- The design and use of common intake, assessment, referral, and case management processes, as appropriate;
- The use of common and/or linked data management systems and data sharing methods, as appropriate;
- Leveraging of resources, including other public agency and non-profit organization services;
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
- Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

DATA SHARING

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

Per the final Workforce Services Draft Directive 16-23 from the Employment Development Department and the California Workforce Development Board, the Mandated Use of One Integrated Data System – Direct Data Entry into CalJobs, all partners of the AJCC agree to utilize this data system for inputting job seeker and employer information.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with the Local BOARD's policies and procedures regarding the safeguarding of PII;
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws;
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603;
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38;
- Customer data may be shared with other programs, for those programs' purposes, within the AJCC network only after the informed written consent of the individual has been obtained, where required;
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations; and
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

CONFIDENTIALITY

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment compensation information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

REFERRALS

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the AJCC network;
- Develop materials summarizing their program requirements and making them available for Partners and customers;
- Develop and utilize common intake, eligibility determination, assessment, and registration forms, as appropriate;
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs;
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

ACCESSIBILITY

Accessibility to the services provided by the AJCCs and all Partner agencies is essential to meeting the requirements and goals of the local AJCC network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an “equal and meaningful” manner providing access for individuals with disabilities.

Virtual Accessibility

The Local Board will work with the California Board to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information. Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with the Local Board to post content through its website.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all AJCC programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the AJCC network.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

INDEMNIFICATION

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the Local BOARD and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the Local Board or the one-stop operator.

SEVERABILITY

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

CERTIFICATION REGARDING LOBBYING

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

DEBARMENT AND SUSPENSION

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

PRIORITY OF SERVICE

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

BUY AMERICAN PROVISION

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

SALARY COMPENSATION AND BONUS LIMITATIONS

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2017; Final PY 2017 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2017, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

NON-ASSIGNMENT

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

TERMINATION

This MOU will remain in effect until the end date specified in the Effective Period section below, unless:

All Parties mutually agree to terminate this MOU prior to the end date.

- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other

Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU;

- WIOA is repealed or superseded by subsequent federal law;
- Local area designation is changed under WIOA;
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Local BOARD Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

EFFECTIVE PERIOD

This MOU shall become effective on November 1, 2017, and terminate on August 31, 2020, unless any of the reasons in the Termination section above apply.

ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the local AJCC networks. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area;
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs; and
- Ensures that costs are appropriately shared by AJCC Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the Local Board's high-standard AJCC network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA));
- Career services; and
- Shared services.

All costs must be included in the MOU, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

COST ALLOCATION METHODOLOGY

Cost allocation is the process of assigning to two or more programs the costs of an item shared by the programs. The goal is to ensure that each program bears its fair share, and only its fair share, of the total cost of the item. A cost allocation plan is a written account of the methods used to allocate costs to the programs occupying the AJCCs.

The requirement to allocate the costs of shared resources can be met by using logical and rational methods to ensure that each program is paying only its fair share of the cost of an item used in common, and that no program is subsidizing another. Generally, the methods used to allocate a shared cost should be the simplest, most straightforward way of allocating this type of cost fairly. Complex, highly detailed methods should be avoided when a simple one will achieve the objective. Methods, rules or formulas that use percentages or fractions of cost items are acceptable. Accordingly, shared costs will be based upon the square footage occupied in each AJCC. The Local Boards and Partners have chosen to submit a separate budget for each comprehensive AJCC for developing the infrastructure cost budget.

Comprehensive AJCC

AnaheimJobs (One-Stop Center)

290 S. Anaheim Blvd. #102
Anaheim, CA 92805

*The Orange County Social Services Agency is not co-located within the Comprehensive AJCC AnaheimJobs. Therefore, infrastructure budgets are not included in this MOU.

INFRASTRUCTURE FUNDING AGREEMENT

The Infrastructure Funding Agreement (IFA) contains the infrastructure costs budget that is an integral component of the overall one-stop operating budget. The other component of the one-stop operating budget consists of applicable career services, shared operating costs, and shared services, which are considered additional costs. While each of these components covers different cost categories, an operating budget would be incomplete if any of these cost categories were omitted, as all components are necessary to maintain a fully functioning and successful local one-stop delivery system. Therefore, the Local Boards, one-stop partners, and CEOs negotiate the IFA, along with additional costs when developing the operating budget for the local one-stop system. The overall one-stop operating budget must be included in the MOU.

IFAs are a mandatory component of the local MOU, described in WIOA sec. 121(c) and 20 CFR 678.500 and 678.755. Similar to MOUs, the Local Board may negotiate an umbrella IFA or individual IFAs for one or more of its one-stop centers.

AJCC infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the American Job Center, including, but not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment, including assessment-related products and assistive technology for individuals with disabilities; and
- Technology to facilitate access to the American Job Center, including technology used for the center's planning and outreach activities.

It is essential that the IFA include the signatures of individuals with authority to bind the signatories to the IFA, including all one-stop partners, CEO, and Local Board participating in the IFA.

Changes in the one-stop Partners or an appeal by a one-stop partner's infrastructure cost contributions will require a renewal of the MOU.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 17-18 and Attachment II)]

FUNDING TYPES

Cash

Cash funds provided to the Local Board or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

Non-Cash

Expenditures incurred by one-stop Partners on behalf of the one-stop center; and

Non-cash contributions or goods or services contributed by a Partner program and used by the one-stop center.

Third-party In-kind

Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to:

Support the one-stop center in general; or

Support the proportionate share of one-stop infrastructure costs of a specific partner.

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760]

Sharing Other One-Stop Delivery System Costs

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.

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

TANF/CalWORKs

BASIC CAREER SERVICES

Title I – Eligibility: Determinations of whether the individual is qualified to receive assistance from the adult, dislocated worker, or youth programs. [TEGL 3-15]

Outreach, Intake, Orientation: Activities which involve the collection, publication, and dissemination of information on program services available and directed toward individuals eligible to receive services. Providing broad information to customers in order to acquaint them with the services, programs, staff and other resources in the one-stop delivery system. [WIOA 134(c)(2)]

Initial Assessment: Evaluation of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs. [WIOA 134(c)(2)]

Labor Exchange/Job Search: Placement assistance, and, when needed by an individual, career counseling; provision of information on in-demand industry sectors and occupations; provision of information on nontraditional employment. [TEGL 3-15]

Referrals to Partners: Provision of recommendations to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs. [TEGL 3-15]

Labor Market Information: Provision of workforce and employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: job vacancy listings in labor market areas; 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. [TEGL 3-15]

Performance/Cost Information: Provision of performance information and program cost information on eligible providers of training services by program and type of providers. [TEGL 3-15]

Support Service Information: Provision of information relating to the availability of assistance, and appropriate referrals, including: child care; child support; medical or child health assistance; benefits under the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance; and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation. [TEGL 3-15]

UI Information/Assistance: Provision of material and aid regarding filing claims under Unemployment Insurance programs, including meaningful support to individuals seeking assistance in filing a claim. [TEGL 3-15]

Financial Aid Information: Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA. [TEGL 3-15]

INDIVIDUALIZED CAREER SERVICES

Comprehensive Assessment: Specialized evaluations of the skill levels and service needs of adults and dislocated workers, 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. [TEGL 3-15]

Individual Employment Plan: Development of a strategy 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. [TEGL 3-15]

Career Planning/Counseling: A client-centered approach in the delivery of services designed to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary activities and supportive services, including computer-based technologies to provide job counseling during program participation and after job placement. [WIOA 134(c)(2)(xii)]

Short-Term Pre-vocational Services: 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. [TEGL 3-15]

Internships/Work Experience: Planned, structured learning experiences that take place in a workplace for a designated timeframe to provide individuals with opportunities for career exploration and skill development and to enhance their work readiness skills in preparation for employment. May be paid or unpaid. [WIOA 134(c)(2)(xii)]

Out-of-Area Job Search: Helps an individual seeks, locate, apply for, and obtain a job out of their local labor market area. [WIOA 134(c)(2)(xii)]

Financial Literacy: Education or activities that include, but are not limited to: assisting individuals to make informed financial decisions; supporting individuals learning how to manage spending, credit, and debt, including loans, consumer credit and credit cards; and, teaching the significance of credit reports and credit scores and rights regarding credit and financial information. [WIOA 129(b)(2)(D)]

Integrated Education and Training (IET): A service approach that provides adult education and literacy activities concurrently and contextually with workforce preparation activities and workforce training for a specific occupation or occupational cluster for the purpose of educational and career advancement. [WIOA 203(11)]

English Language Acquisition (ELA): A program of instruction designed to help eligible individuals who are English language learners achieve competence in reading, writing, speaking, and comprehension of the English language;

and that leads to attainment of the secondary school diploma or its recognized equivalent; and transition to postsecondary education and training; or employment. [Pub. L. 113-128, July 2014, Title II, Sec. 203(6)]

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. [WIOA 134(c)(2)(xxi)]

Required Consolidated System Budget for “Applicable Career Services”
<p>Summary of Career Services Applicable to Each One-Stop Delivery System Partner (Phase I MOU)</p> <p>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.</p> <p>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.</p>

Applicable Career Services Authorized to Be Provided Under Each Partner’s Program

Basic Career Services	TANF
T-I Program Eligibility	
Outreach, Intake, Orientation	X
Initial Assessment	X
Labor Exchange/Job Search	X
Referrals to Partners	X
Labor Market Information	X
Performance/Cost Info	
Support Service Information	X
UI Information Assistance	
Financial Aid Information	X

Individualized Career Services	TANF
Comprehensive Assessment	X
Individual Employment Plan	X
Career Planning/Counseling	X
Short-Term Prevocational	X
Internships/Work Experience	X
Out-of-Area Job Search	
Financial Literacy	
Integrated E&T & Eng. Language	
Workforce Preparation	X

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 infrastructure cost sharing, other system costs, including “Applicable Career Services” are not limited to the non-personnel costs and should include all costs related to the administration and delivery of those services.
--

Applicable Career Services	TANF
	Anaheim WDB
Basic	\$65,400
Individualized	\$588,600
Total	\$654,000

Proportionate Share: Applicable Career Services				
Partner		Partner Share	Share in Cash	Share in In-Kind
TANF/CalWORKs OCSSA	Anaheim WDB	\$654,000	\$654,000	
Total Budget		\$654,000	\$654,000	

Consolidated Budget for TANF/CalWORKs

Total of Career Services Delivered Through the One-Stop System \$654,000

ATTACHMENTS

Attachment 1: Executed Phase I Memorandum of Understanding between Anaheim Workforce Development Board and Orange County Social Services Agency

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this MOU to be executed as of the date stated below written. There are no oral understandings of the Parties or terms and conditions other than as are stated herein.

***Orange County Social Services Agency**

By: _____

Name: Michael Ryan

(Print)

Title: Director

Dated: _____

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____

Dated: _____

CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535 ATTEST:

By: _____

Dated: _____

ROBIN STIELER
Clerk of the Board
Orange County, California

Approved as to Form
SSA Counsel
County of Orange, California

By: Carolyn S. Frost
Deputy

Dated: 08/28/17

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this MOU to be executed as of the date stated below written. There are no oral understandings of the Parties or terms and conditions other than as are stated herein.

Recommended For Approval

Orange County Social Services Agency

By: _____

By: _____

Name: Robert C. Cortez
(Print)

Name: Michael Ryan
(Print)

Title: Acting Executive Director

Title: Director

Dated: _____

Dated: _____

“City”

City of Anaheim, a municipal corporation and charter city

By: _____
Mayor

Date: _____

By: _____
Interim City Manager

Date: _____

APPROVED AS TO FORM:

ATTEST:

OFFICE OF THE CITY ATTORNEY

THERESA BASS, INTERIM CITY CLERK

By: _____
Leonie Mulvihill
Deputy City Attorney IV

By: _____

Anaheim Workforce Development Board

By: _____
Chair

Date: _____

Signature Page i.: Partners Sharing Infrastructure Costs When Benefit Data Are Available

Phase II MOU Requirement: "The state is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-co-located partners who are receiving benefit from the AJCCs will also be required to contribute their proportionate share towards infrastructure costs. Consequently, the Phase II MOU must include an assurance from all non-co-located partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available.

By signing below, all parties agree that when data are available to determine the AJCC benefit to non- co-located partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

(Non-Co-located Partner Entity)

Michael Ryan, Director
Print Signer's Name and Title

Orange County Social Services Agency
Partner Agency Name

Signature and Date

Signature Page ii.: AJCC System Partners Sharing Other One-Stop Delivery System Costs

All partners who signed the Phase I MOU must sign the Phase II MOU.

By signing below, all parties agree to the terms prescribed in the sharing of other One-Stop delivery system costs.

(AJCC Partner Entity)

Michael Ryan, Director
Print Signer's Name and Title

Orange County Social Services Agency
Partner Agency Name

Signature and Date