

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



671

FROM: Economic Development Agency

SUBMITTAL DATE:
April 21, 2010

SUBJECT: Fifth Extension and Modification to the Workforce Investment Act (WIA) Local Five-Year Strategic Plan for Program Year (PY) 2009/2010

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman to execute the fifth extension and modification to Riverside County's WIA Local Five-Year Strategic Plan

BACKGROUND: Local Workforce Investment Areas must submit modifications to the WIA Local Five-Year Strategic Plan and provide a 30-day public comment period on an annual basis. This year Local Plan modifications include: Necessary adjustments to revenue allocations, planned expenditures and the number of projected participants that will be served; the American Recovery and Reinvestment Act (ARRA) of 2009 Local Plan, and the Economic Development Agency's updated local plan for California Integrated Service Delivery.

Public notice was published announcing the availability of the fifth extension and modification to the Local Five-Year Strategic Plan for a 30-day review and comment period. The public comment period ended April 21, 2010. The Workforce Investment Board Executive Committee approved the 2009-2010 modification on that date. The PY 2009/2010 Plan is attached for review and execution.

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	0
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	0
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

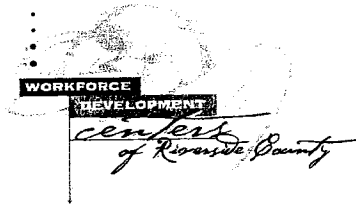
C.E.O. RECOMMENDATION: APPROVE

Jennifer F. Sargent

County Executive Office Signature: Jennifer F. Sargent

FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis*
 DATE: *4/21/10*
 Departmental Concurrence

- Dept't Recomm.: Consent Policy
- Per Exec. Ofc.: Consent Policy



**COUNTY OF RIVERSIDE
WORKFORCE DEVELOPMENT BOARD**

**MEMORANDUM OF UNDERSTANDING WITH PARTNERS
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)
And Senate Bill (SB) 293**

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

PREAMBLE

This Memorandum of Understanding (MOU), made on the 1st day of July, 2009 is an operational agreement entered into by the Riverside County Workforce Development Board (WDB) and Riverside County Department of Mental Health (Non-Mandatory Partner) to create a partnership to provide comprehensive, integrated workforce development services to businesses and jobseekers in the Local Workforce Investment Area (LWIA) in accordance with WIA, its implementing regulations and California Senate Bill 293.

WITNESSETH:

WHEREAS, the United States Congress has established the Workforce Investment Act of 1998 (WIA) (Public Law 105-220), which was signed into law July 7, 1998; and

WHEREAS, HR 1385 became law on August 7, 1998, establishing WIA as the national workforce investment system, and

WHEREAS, with the issuance of an Executive Order on October 10, 1999, the Governor enacted WIA in California, and

WHEREAS, California State Employment Development Department Directives, WIAD06-17 dated March 20, 2007, and WIAD06-21 dated June 29, 2007 provided guidance on implementation of the requirements of SB 293 whereby state and federally funded workforce programs will be fully integrated within the one-stop delivery system to achieve universal access to services;

NOW THEREFORE, it is mutually agreed as follows:

I. **PARTNERSHIP PARTICIPATION:** To facilitate exchange of information and seamless operation, partners are expected to maintain a high level of communication. The following methods of participation will be required:

- A. Attendance at monthly Partner Meetings. A designee with appropriate authority is to be present to act on behalf of the partner.
- B. All partner staff will abide by the policies and procedures of the Workforce Development Center (WDC) related to general safety and behavior in the workplace.
- C. Partners will use standardized WDC forms.
- D. Partners will develop and use a collaborative marketing strategy informing job seekers, businesses, and the community at large about the services available through the Workforce Development Center. The following resources, as available, will be utilized to enhance coordinated marketing efforts:

- Web Site Development
- Public Information and Education
- Speaker's Bureau
- Brochures and Flyers
- Commercial Air Time
- Media Coverage
- Public Television and Radio

II. **SITE SUPERVISION.** WDB and Partners recognize that a number of practices and philosophies related to individual partners vary as a result of its unique organizational structure. These differences must be considered when unifying staff and services within the one-stop. Factors that must be considered are:

- Differing pay scales for similar positions
- Functions for similar classifications among agencies, which may differ
- Off-site supervisors vs. site-based supervisors at the one-stop
- Union vs. Non-Union employees in similar classifications on site
- Hours of operation, including possible evening and weekend hours
- Varied legal holiday schedules
- Sharing of space, equipment, information, and materials

WDB and Partners agree to prior and specific agreements arrangements for supervision, addressing at a minimum the above issues, and modifying said practices over time in accordance with new or changing business or agency needs and requirements. Any such agreements will be attached and made part of this agreement by such attachment.

- III. **ONE-STOP PARTNERS:** The Workforce Investment Act (WIA) identifies mandatory One-Stop Partners as organizations that carry out programs or activities under programs authorized as defined under Section 121(b)(1)(A) of the Act and 20CFR Part 662.200, further in Section 121(b)(1)(B) of the Act, and 20CFR Part 662.210. Senate Bill (SB) 293 clarifies and adds small business development centers as required partners in those Local Workforce Investment Areas in which they exist. SB 293 further mandates that these state and federally funded workforce education, training, and employment programs be integrated in the one-stop delivery system to achieve universal access.
- IV. **ONE-STOP SYSTEM OVERSIGHT:** The Workforce Development Board, with the agreement of the chief elected official is authorized to designate or certify one-stop operators and to terminate for cause the eligibility of such operators. The Economic Development Agency is the One-Stop Operator in Riverside County. Multiple processes are in place to insure that the workforce system in Riverside County is providing quality services and fiscal accountability. Each year the State of California monitors program performance and fiscal processes. Each year the County Auditor controller performs an internal audit of fiscal processes. Every two years an independent audit firm performs the required OMB A-133 audit of the EDA financial records. The Workforce Development Agency monitors 8 Critical Measures on a monthly basis that include customer satisfaction, community involvement, and business engagement. In addition, an annual ADA compliance audit is completed and an annual self-assessment is completed using criteria based upon the Malcolm Baldrige standards.
- V. **TERM AND TERMINATION:** This MOU shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), by action of law, or in accordance with this section. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 180 calendar days in advance of the effective withdrawal date to the contact persons listed in section XXI. Partner Services and Signatures of this MOU.
- VI. **MODIFICATION:** This MOU may be modified, revised or amended at any time by mutual written agreement of the WDB and Partners.
- VII. **CROSS REFERRAL AGREEMENT:** For those Partners not co-located within the WDC, the WDB and Partners agree to receive referrals from and make referrals to the other Partners within the WDC system. A referral may be carried out with a written form, telephone call or email and will include the following elements:
- The customer will be given information about a Partner or other organization and its services, eligibility information, name, address, and hours of operation;
 - To the extent possible, and as requested, staff will assist the customer to make an appointment;
 - Staff will follow up with the customer or Partner organization to become aware of the results of the referral and utilize the services of the Partner in managing services with the customer.
 - To the extent possible, and as requested, staff will assist the customer by providing information and referral to supportive service assistance where available from Partner or other organization.
 - i. Cross-train their respective staff;
 - ii. Consider co-enrollment options and practices;

- iii. Consider the effect of cross-referrals on mutual performance expectations;
- iv. Constantly improve the joint delivery of services to customers.
- v. If applicable, the (Resource Sharing Agreement Attachment A) shall describe the process for the immediate referral of individuals to training who have been unable to obtain or retain employment through provision of Core and Intensive Services.

VIII. **ONE-STOP SYSTEM DESCRIPTION:** The vision of the County of Riverside WDC One-Stop is built upon four guiding principles, which are the essence of the One-Stop delivery system. These principles should be the goals of all One-Stop delivery systems, and be reflected in the planning and implementation of operations. They are the guiding principles in the development of MOUs, and cannot be accomplished without partnerships based on trust, cooperation and collaboration. The four principles that guide the One-Stop delivery system are:

- **Integrated:** offers as many employment, training and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills.
- **Comprehensive:** a large array of useful information with wide and easy access to needed services.
- **Customer Focused:** the ability to support informed choice by providing a means for customers to judge the quality of these services.
- **Performance Based:** where clear outcomes to be achieved and methods for measuring the agreed-upon outcomes, including customer satisfaction, are identified.

IX. **FUNDING FOR OPERATION OF THE SYSTEM:** The One-Stop Operator(s) is/are responsible for costs associated with operation of the One-Stop WDC. The Resource Sharing Agreement (RSA) is included as Attachment A and outlines the partner's services provision and the anticipated revenue share. Annual reconciliation shall take place upon each anniversary of the MOU execution. Resource Sharing: The partners agree to share resources in accordance with the attached Resource Sharing Agreement. It is expressly understood that this MOU does not constitute a financial commitment, but rather an intent to commit specific resources in the future as the partners' allocations and budgets are known and the one-stop system evolves. The one stop system is a work in progress, and its costs and the partners' resource contributions will not remain static from month to month or from year to year. These funds may be generated by methods such as, but not limited to:

- Management Fees
- Lease Fees
- Separate Financial Agreements
- Separate Funding Opportunities

X. **DISPUTES:** The partners shall first attempt to resolve all disputes informally. Any party may call a meeting of all partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Riverside County Workforce Development Board who shall place the dispute upon the agenda of a regular or special meeting of the WIB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute.

XI. **ASSURANCES:**

- A. WDB and Partners agree to comply with the Americans With Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), and California Government Code Section 11135 et seq., as well as the regulations which implement these statutes, which prohibit discrimination on the basis of disability.
- B. WDB and Partners agree that all goods and services pursuant to this agreement shall be available to all persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, or condition of physical or mental handicap.
- C. WDB and Partners agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

D. WDB and Partners agree to honor confidentiality. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving or sharing information. As a condition of providing services at the Workforce Development Center, the partners shall adhere to the following:

- All client information will be treated with the strictest degree of confidentiality during and after involvement with the WDC.
- Each partner shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees on a "need-to-know" basis only.
- Each partner shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information.
- This information will only be used in working with programs at WDC.

E. The WDB and Partner assures that it has established, in accordance with section 184 of the WIA, fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds provided to the local board through the allotments made under sections 127 and 132. [WIA, Section 112(b)(11)]

F. The WDB and Partner assures that it has implemented the uniform administrative requirements referred to in WIA, Section 184 (a) (3).

G. The WDB and Partner assures that no funds received under WIA will be used to assist, promote, or deter union organizing [WIA, Section 181(b)(7)]

H. The WDB and Partner assure that it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIA, Section 188.

I. The WDB and Partner will comply with future State Workforce Investment Board policies and guidelines, legislative mandates, or other provisions as may be required under federal law or policy, including the Workforce Investment Act of 1998 or state legislation.

XII. ATTACHMENTS: The following attachments are included in this MOU.

- A. Resource Sharing Agreement
- B. Mandatory One-Stop Program Partner Grid
- C. Additional Partner Assurances
- D. Memorandum of Operations (MOO) (The MOO only applies to fully integrated partners).

XIII. PARTNER SERVICES AND SIGNATURES: The individuals signing this MOU have the authority to commit the party they represent to the terms of this agreement, and do so by signing:

For the RIVERSIDE COUNTY WORKFORCE DEVELOPMENT BOARD:

1151 Spruce Street
Riverside, CA 92507

Ricardo Olalde, Workforce Development Board Chairman

Contact person and Title

Ricardo Olalde

January 19, 2010

Signature

Date

(951) 955-3100 / (951) 955-3131

Telephone number / Facsimile number

rolalde@rivcoeda.org

E-mail address

ONE-STOP PARTNER INFORMATION:

Riverside County Department of Mental Health

Partner Name

4095 County Circle Drive, Riverside, CA 92503

Address

Donna Dahl, Assistant Director

Contact person and Title

Donna M Dahl

Signature

12-9-09

Date

(951) 358-4511 / (951) 358-4513

Telephone number / Facsimile number

dmdahl@rcmhd.org

E-mail address

Attachment A

RIVERSIDE COUNTY WORKFORCE INVESTMENT AREA
RESOURCE SHARING AGREEMENT (RSA)

The Riverside County Department of Mental Health agrees to contribute to the
(Insert WDC partner name and acronym)
delivery of the following core services in the local one-stop system:

The above named partner shall provide the following services as appropriate (please check):

- WIA Title I Eligibility Determination
- Outreach, Intake (worker profiling), and Orientation
- Initial Assessment
- Job Search
- Placement Assistance
- Career Counseling
- Job Listings
- Skills Needed
- Occupational Demand
- Marketing
- Recruitment
- Employer Services
- Job Development
- Employer Advisory Councils
- Employer Outreach Coordination
- Information on Eligible Training Providers
- Performance Outcomes
- Filing Claims for Unemployment Insurance
- Supportive Services
- Help in establishing eligibility for Welfare-to-Work (WtW) and Financial Aid
- Follow-up services for at least 12 months
- Occupational Skills Training;
- On-the-Job Training;
- Workplace Training combined with related instruction;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

* Note: The Riverside County Department of Mental Health will provide the checked services above to mental health clients being served by county clinics.

A. The above named partner shall provide the following services as appropriate (please check):

1. Access to intensive and training services (including serving as the point of access to individual training accounts).
 - Occupational Skills Training;
 - On-the-Job Training;
 - Workplace Training combined with related instruction;
 - Training programs operated by the private sector;
 - Skill upgrading and retraining;
 - Entrepreneurial training;

- Job Readiness training;
- Adult Education and literacy activities; and
- Customized training.

2. Access to One-Stop partner programs and activities. Briefly describe.

None.

3. Access to Wagner-Peyser services including: None.

- Job search
- Placement
- Recruitment
- Other labor exchange services

4. The Partner MAY also provide the following services:

- Access to customized screening and referral of qualified participants in training services to employment.
- Customized employment-related services to employers on a fee-for-service basis.
- Supportive services.
- Needs related payments.

5. Cost of above services funded by:

Proposition 63 and Department of Rehabilitation.

B. The partner named above shall deliver the core services checked as appropriate, plus any intensive services, training, supportive services or other services listed and described below.

Clinical and Vocational services provided in Hemet, Palm Springs and Riverside where they perform vocational evaluations; psychological testing; support groups; pre-vocational training skill groups (e.g., Personal Vocational Social Adjustment); general employment services involving job searches, and long term support. This service has a total of five (5) staff members devoted to employment services.

* Note: The Riverside County Department of Mental Health will provide the checked services above to mental health clients being served by county clinics.

C. The partner named above expects to derive benefits from the one stop system as described below.

Assist Mental Health consumers to obtain work.

The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

This Agreement does not create a partnership as defined and governed by the Uniform Partnership Act, Corporations Code Section 15000 et seq. The terms "partner" and "partnership" in this Agreement are used generically and are not intended to create or describe the legal relationship between the parties to this Agreement.

The partners agree that the contributions and benefits set out in this Resource Sharing Agreement are in proportion to each other. To the extent that the resources contributed or benefits derived become disproportionate, the partners agree to revisit and revise this Resource Sharing Agreement as necessary.

D. IDENTIFICATION OF SHARED COSTS

The costs identified as shared are reflected below. The costs consist of operational expenses of the Riverside County One Stop System that are incurred by partners in the provision of integrated customer services within the Workforce Development Centers. The following are considered pooled or shared costs attributable to the operations of the centers:

- **Salaries and Benefits:** Costs contributed toward staff salaries and benefits.

Budgeted Costs	Expected Contribution
\$362,795	\$18,140 annually

- **Universal Access Services Space:** The space utilized by more than one partner in the delivery of integrated services to common customers. Costs are comprised of; reception, Career Resource Area, Skills Lab, Business Resources, staff meeting areas, break areas, customer service areas, storage areas, staff work areas, and restrooms. Rates paid for these areas also include utilities (gas and electric), security, janitorial and Day porter.

Budgeted Costs	Expected Contribution
N/A	N/A

- **Telecommunication Services:** Telephone, data lines, Information Technology, and internet access services.

Budgeted Costs	Expected Contribution
N/A	N/A

- **Universal Access Costs:** Costs of providing information in the Career Resource Areas of the WDCs, information on available employer services and on available training providers, marketing materials, subscriptions and labor market information.

Budgeted Costs	Expected Contribution
\$33,366.50	\$1,668.33 annually

- **Supplies and Equipment:** Costs of computers, fax machines, copiers, printers, and toner, equipment maintenance, and paper.

Budgeted Costs	Expected Contribution
\$38,761.50	\$1,938.08 annually

E. RESOURCE SHARING PLAN

Each Partner organization hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as contained in the Cost Allocation spreadsheet. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to reimburse any expenses incurred by another partner under this plan. The Partners agree to provide additional resources as required to fulfill their proportionate share of. Partners are not required to pay costs equal to amounts under each category so long as the total amount of proportionate share is satisfied. Costs will be reviewed annually to determine if modifications to the resource sharing plan are necessary.

F. MODIFICATION AND RECONCILIATION PROCESS

This RSA may be modified, revised or amended at any time by mutual written agreement of the Partners. Riverside County Department of Mental Health staff will maintain information from each Partner related to *(insert partner name)* the resources provided. This information will be submitted at least annually by each partner organization that provided resources during the previous year. Reconciliation of budget to actual expenditures will occur at least annually.

Attachment B

Mandatory One-Stop Programs and Partners

REQUIRED PROGRAM	PARTNER	On-site Full time	On-site Part time	Services By Referral
Formula Adult	Riverside County	X		
Formula DW	Riverside County	X		
Youth	Riverside County	Provided at Youth Opportunity Centers		
Job Corps	Cornerstone		X	
Native American	NICOA			X
Migrant & Seasonal Farm Workers	EDD	X		
Veterans Program	EDD	X		
Wagner Peyser	EDD	X		
Adult Education and Literacy	DUSD,RUSD	X (R)	X(I)	
Rehabilitation Act Parts A and B	Department of Rehabilitation		X	
WtW403(a)(5) SSA Title V Social Security	DPSS			X
Senior Community Service Employment	RC Office On Aging			X
Carl Perkins-Voc and Applied Tech Ed Act	RCC,MSJC,COD			X
Trade Adjustment Assistance Act NAFTA	EDD	X		
Transitional Adjustment Assistance Title II Trade Act 1974	EDD	X		
LVER/DVOP (Vets Services)	EDD	X		
Community Services Block Grant-Employment and Training Activities	No Funding in Riverside County			
HUD Employment and Training Activities	No Funding in Riverside County			
State Unemployment Programs	EDD	X		
Small Business (SB 293)				X

Attachment C
Additional Partner Assurances

Additional Partner Assurances shall only apply and be included for civil service partner agencies (i.e. state, federal, county).

- A. The Local Workforce Investment Board assures that when work-related issues arise at One-Stop Centers between State employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employee's civil service supervisor. The One-Stop Career Center operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act [Part 2.8 (commencing with Section 12900) of Division 3, of Title 2 of the Government Code], threats and/or violence concerning State employees, and State employee misconduct.

- B. The WDB and Partner certifies that its one-stop centers will recognize and comply with applicable labor agreements affecting represented employees (if applicable) located at the centers. The WDB assures that civil service employees who are located at the one-stop centers shall remain under the supervision of their employing department for the purposes of performance evaluations and other matters concerning civil service rights and responsibilities. Civil service employees performing services at one-stop centers shall retain existing civil service and collective bargaining protections on matters relating to employment, including but not limited to hiring, promotion, discipline and grievance procedures