NORTHERN RURAL TRAINING AND EMPLOYMENT CONSORTIUM (NORTEC) MEMORANDUM OF UNDERSTANDING (MOU)

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NoRTEC, the WIOA Title I grant recipient and administrative entity, representing a Local Workforce Development Area comprised of a consortium of eleven counties: Butte, Del Norte, Lassen, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity.
SIGNATURES:
Sharon Thrall, Chair of the Governing Board (NoRTEC) .....
Jim Cook, Chair of the Workforce Development Board (NoRTEC) .....

Temporary Assistance for Needy Families (TANF)/CalWORKs
SIGNATURES:
Amanda Sharp, Director – Tehama County Department of Social Services .....

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WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) MEMORANDUM OF UNDERSTANDING BETWEEN NORTHERN RURAL TRAINING AND EMPLOYMENT CONSORTIUM (NORTEC) AND AMERICA'S JOB CENTER OF CALIFORNIA PARTNERS PHASE I OF II

Background

The Workforce Innovation and Opportunity Act of 2014 (WIOA), establishes a local Workforce Development Board (WDB), which, in partnership with the chief elected official is responsible for setting policy and overseeing workforce development programs for a workforce development area. The workforce development area of NoRTEC is the geographic area covered by the eleven counties of Butte, Del Norte, Lassen, Modoc, Nevada, Plumas, Sierra, Shasta, Siskiyou, Tehama, and Trinity.

The "chief elected official" for NoRTEC itself is a special district formed by a joint powers agreement (JPA) among the eleven NoRTEC member counties. Each of these counties appoints a member of their Board of Supervisors to serve on the NoRTEC Governing Board. The NoRTEC Governing Board appoints the NoRTEC WDB, consistent with the WIOA for a private sector majority, a cross section of public agencies, education, community-based organizations and organized labor. The NoRTEC Governing Board and the NoRTEC WDB then operate as partners for the implementation of the WIOA.

The establishment of a One-Stop delivery system for workforce development services is a cornerstone of the WIOA, and is the primary charge of the NoRTEC WDB and Governing Board. In general, the One Stop delivery system is a network of One Stop Employment Centers within which entities responsible for administering separate workforce development, educational, and other human resource programs and funding streams (referred to as One Stop partners/ America's Job Centers of California^{SM} (AJCC)) collaborate to create a seamless system of service delivery designed to enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance. The WIOA funded Adult and Dislocated Worker programs must be provided through the One Stop delivery system, and further specifies the specific services that must be provided and the partners that must participate in the operation of the system and the delivery of these services.

Purpose

The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding (MOU) be developed and executed between the NoRTEC Workforce Development Board (WDB) and the America's Job Centers of California^{SM} (AJCC) Partners to establish an agreement concerning the operations of the AJCC delivery system. The MOU development process will take place in two phases: Phase I will address the coordination and collaboration among the partners. Phase II will incorporate a cost sharing agreement that will address how to functionally and fiscally sustain the unified system with the AJCC required partners.

The purpose of the MOU is to confirm the conceptual understanding of creating a cooperative working relationship between the AJCC Partners and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also agrees in concept to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.
California's delivery system, the AJCC, is a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians
- Align, coordinate, and integrate programs and services

These objectives can be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking assistance with any of the following:

- Career placement services
- Building basic educational or occupational skills
- Earning a postsecondary certificate or degree
- Obtaining guidance on how to make career choices
- Seeking to identify and hire skilled workers

Mission Statement and Goals
Bring together workforce development, educational, economic development and other employment services in a seamless customer-focused delivery network that enhances access to program services and improves long-term employment outcomes. As AJCC partners, we are committed to administering our independently funded programs as a set of integrated streamlined services to job seekers and employers, by:

- Helping businesses find skilled workers and access other support services, including education and training, for their current workforce.
- Providing an array of employment and business services and connecting customers to work-related training and education
- Continuing to align investments in workforce, education and economic development to regional in-demand jobs
- Reinforcing partnerships and strategies to provide job seekers and workers with high-quality career services, education and training, and supportive services needed to get good jobs and stay employed
- Continuing to plan, coordinate, and provide services in an integrated manner to maximize the utilization of resources and assure there will be no "wrong door" for customers seeking services from the system
- Measuring customer satisfaction and continuously improving services based upon customer feedback
- Designing and continuously improving a system that reflects statewide/regional economic development strategies and is responsive to industry sectors in the region

Parties to the MOU

Per Section 121(b) of the WIOA, the following entities are required partners in the One-Stop System:

1. NoRTEC, the WIOA Title I grant recipient and administrative entity, representing a Local Workforce Development Area comprised of a consortium of eleven counties: Butte, Del Norte, Lassen, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity. NoRTEC is a governmental entity, formed by a Joint Powers Agreement (JPA) between the afore-mentioned counties, and shall be represented in this agreement by the Chair of the Governing Board (Chief Elected Official), and the Chair of the Workforce Development Board.
2. WIOA Title I Adult, Dislocated Worker, and Youth Programs
3. WIOA Title I Native American Programs (Section 166)
4. WIOA Title I Migrant and Seasonal Farmworker Programs (Section 167)
5. WIOA Title II Adult Education and Literacy Programs
6. WIOA Title III Wagner-Peyser Programs
7. WIOA Title IV Vocational Rehabilitation Programs
8. Title V Older Americans Act Programs
9. Trade Adjustment Assistance (TAA) Programs
10. Veterans Programs
11. Unemployment Insurance Program
12. Temporary Assistance for Needy Families (TANF)/CalWORKs

One-Stop System, Services

The NoRTEC region includes the geographic area of Butte, Del Norte, Lassen, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity Counties. There are thirteen AJCCs in the region:

Butte County
Chico Community Employment Center
2445 Carmichael Drive
Chico, CA 95928

Oroville Community Employment Center
78 Table Mountain Blvd
Oroville, CA 95928

Del Norte County
Rural Human Services
286 M Street
Crescent City, CA 95531

Lassen County
Business and Career Network
1616 Chestnut Street
Susanville, CA 96130

Nevada County
Business and Career Network
988 McCourtney Road
Grass Valley, CA 95949

Business and Career Network
10075 Levon Avenue
Truckee, CA 96161

Modoc County
Business and Career Network
221 North Main Street
Alturas, CA 96101

Shasta County
Smart Business Resource Center
1201 Placer Street
Redding, CA 96001

Plumas County
Business and Career Network
7 Quincy Junction Road
Quincy, CA 95971

Siskiyou County
Siskiyou Training and Employment Program
190 Boles Street
Weed, CA 96094

Sierra County
Business and Career Network
305 South Lincoln Street
Sierraville, CA 96126

Trinity County
Smart Business Resource Center
790 Main Street
Weaverville, CA 96093

Tehama County
Job Training Center of Tehama County
718 Main Street
Red Bluff, CA 96080

Each AJCC in the One-Stop system provides access to the full range of available employment services, training and education, and employer assistance as described in the WIOA.

Partner entities agree in concept to provide access to services through one of the following methods:

1. Co-location (CL) – Program staff are physically located at the AJCC.
2. Cross Information Sharing (IS) – Program staff physically present at the AJCC are properly trained to provide information about all programs, services, and activities that may be available to the customer through other partners.
3. Direct Access Through Real-Time Technology (DA) – Access through two-way communication and interaction between customers and AJCC partners that result in services being provided. Examples of this type of communication include, but are not limited to:
   - E-mail or instant messaging
   - Live chat via Skype or Facetime
   - Identification of a single point of contact for service delivery at each partner program
   - Establishment of an Internet portal linking all of the partners

Services provided through the One-Stop system include the following:

Basic Career Services	
Outreach, intake, and orientation to services available in the one-stop delivery system	Determination of program eligibility
Initial assessment of skill levels[1], aptitudes,	Job search and placement assistance (self-

[1] Including literacy, numeracy, and English language proficiency.

abilities[2], and supportive service needs	service only), including information on in-demand industry sectors and nontraditional employment
Provide information about workforce and labor market employment statistics information (e.g., job vacancies and in-demand occupations, skills necessary to obtain jobs)	Provide information on the availability of supportive services or assistance (e.g. child care, child support, medical or child health assistance, nutrition assistance programs, transportation) and referral to programs that provide them
Performance of local entities on performance accountability measures	Referrals to other programs and services within the one-stop delivery system
Provide information/assistance for filing claims for unemployment compensation	Provide assistance in establishing eligibility for programs of financial aid assistance for training and education programs
Individualized Career Services	
Comprehensive and specialized assessment of skill levels and service needs	Development of an Individual Employment Plan (includes employment goals, achievement objectives, and appropriate combination of services to achieve employment goals)
Group counseling	Individual counseling
Career Planning	Short-term prevocational services[3]
Internships and work experiences linked to careers	Workforce preparation activities
Financial literacy services	Out-of-Area job search assistance and relocation assistance
English language acquisition and integrated education and training programs	
Follow-up Services	
(For those individuals placed in subsidized employment)	
Counseling regarding the workplace	Referral to community resources necessary to retain employment
Provision of supportive services after leaving the program to assist with progression in career development and further education planning	Assistance securing a better paying job (no training may be provided)

[2] Including skill gaps.

[3] Includes development learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for employment or training.

Training Services	
Occupational Skills Training (Classroom-based)	On-the-Job Training
Incumbent Worker Training	Programs that provide workplace training with related instruction, including cooperative education programs
Training programs operated by the private sector	Skill upgrading and retraining
Entrepreneurial training	Transitional jobs
Job readiness training	Adult education and literacy activities (including English language acquisition and integrated education and training programs)
Customized training conducted on behalf of an employer/group of employers to employ the trainees after training completion	High School Diploma and/or GED services
Business Services (Services Provided to Employers)	
Labor market information	Local labor pool information
Job/Career Fairs	Internet talent search and job postings
Recruitment and/or screening of potential employees	Financial assistance for employee training
Employee assessment/testing services	Tax credit information
Employer workshops and seminars	Outplacement assistance
Small Business Administration information	Human resources information
Rapid Response/Layoff Aversion services	Job description assistance
Referral assistance to partnering agency	

See the following attachment for a description of services which may be provided by partner(s) in the One-Stop system:

Attachment A – Tehama County

Responsibility of AJCC Partners

It is intended that the development and implementation of this system will require mutual trust and teamwork between all involved parties. It is further acknowledged that the system, because it is driven by local needs, will evolve over time, as employer and individual customer needs change. In consideration of the mutual aims and desires of the partners participating in this agreement, and in recognition of the public benefit to be derived from the effective implementation of the programs involved, the partners agree in concept that their respective responsibilities under this conceptual understanding may be as follows:

Parties to this MOU agree in concept to engage in planning, plan development, and modification, to result in:

1. Continuous partnership building between all parties to this agreement;
2. Continuous planning responsive to regional, State, and Federal requirements;
3. Responsiveness to specific Statewide and regional economic conditions including employer needs;
4. Adherence to common data collection and reporting needs;
5. Making services applicable to the partner program available to customers through the one-stop delivery system;
6. Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
7. Participation in capacity building and staff development activities in order to ensure that all partners and staff are adequately cross-trained when applicable.

Funding of Services and Operating Costs

Mutual infrastructure funding is a critical part of establishing the foundation needed to support integrated services delivery. Section 121(c) of WIOA requires a Memorandum of Understanding (MOU) be developed and entered into by a group of mandatory partners outlined in Section 121(b)(1)(B) of WIOA and listed on page 3 of this document, concerning the operation of the one-stop delivery system within the eleven county geographic area of NoRTEC. The MOU shall outline the operation of the one-stop delivery system and includes both the services to be provided through the system, and the how the costs of such services will be funded.

This MOU shall be developed in two phases. Phase I is a conceptual understanding which addresses the coordination and collaboration among the mandatory partners with respect to the delivery of services through the one-stop system. Phase II incorporates cost sharing agreements that addresses how to functionally and fiscally sustain the unified system between the partners.

The signatory party to this document (Phase I) is entering into a conceptual understanding only to the description of the coordination and collaboration of service provision as outlined in Attachment A (referenced on page 6 of this document), and are acknowledging they are aware they may be asked to continue negotiations under Phase II of this process, the purpose of which will be to develop a mutually agreed upon cost sharing agreement to support the one-stop system.

Methods for Referring Customers

The parties to this conceptual understanding agree in concept to mutually implement processes for the referral of customers to services not provided on-site at the AJCC.

These processes may:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding AJCC programs, services, activities and

resources shall be made available to all customers, as appropriate.

- Describe how customer referrals are made electronically, through traditional correspondence, verbally or through other means determined in cooperation with partners and operators.
- Describe how each AJCC partner will provide a direct link or access to other AJCC partner staff that can provide meaningful information or service, through the use of co-location, cross training of AJCC staff, or real-time technology (two way communication and interaction with AJCC partners that results in services needed by the customer).

These referral processes may be included as part of the description of services provided by the partner(s) in the One-Stop system in each of NoRTEC's eleven counties:

Attachment A –Tehama County

Access for Individuals with Barriers to Employment

The AJCC system is committed to providing needed services to all job seekers, including individuals with barriers to employment.

Section 3(24) of the WIOA defines an "individual with a barrier to employment" as a member of one or more of the following populations:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, defined in Section 66 of the WIOA
- Individuals with disabilities, including youth
- Older individuals
- Ex-offenders
- Homeless[4] individuals
- Youth who are in or have aged out of foster care
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farm workers as defined in Section 167(i) of WIOA
- Individuals within two years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act[5]
- Single parents, including pregnant women
- Long-term unemployed individuals
- Other groups as the Governor involved determines to have barriers to employment

AJCC partners ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

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[4] As defined in Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6), or homeless children and youth as defined in Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2).

[5] 42 U.S.C. 601 et seq.

Section 134(c)(3)(E) of the WIOA requires the Title I Adult program to provide priority of service to recipients of public assistance[6], other low-income individuals[7], or individuals who are basic skills deficient[8]. Veterans and eligible spouses shall also be provided priority of services among all eligible individuals, as long as they meet the WIOA Adult program eligibility criteria. WIOA Title I Adult programs must provide priority of service to these groups in the following order:

1. Veterans and eligible spouses who are also recipients of public assistance, other low income individuals, or individuals who are basic skills deficient.
2. Individuals who are recipients of public assistance, other low income individuals, or individuals who are basic skills deficient.
3. Veterans and eligible spouses who are not included in one of three WIOA priority groups noted above.

Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or Partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all AJCC Partners.

Confidentiality

The AJCC Partner agrees to comply with the provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act,

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[6] A public assistance recipient is defined as an individual that receives federal, state, or local government cash payments for which eligibility is determined by a needs or income test (WIOA Section 3(50).

[7] A low income individual is defined as one who meets one of the following four criteria: (1) Receives, or in the past six months has received, or is a member of a family that is receiving, or in the past six months has received, assistance through the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), program supplemental security income program, or state or local income-based public assistance; (2) In a family with total family income that does not exceed the higher of the poverty line or the 70 percent of the Lower Living Standard Income Level; (3) A homeless individual; or (4) An individual with a disability whose own income does not exceed the income requirement, but is a member of a family whose total income does.

[8] An individual who basic skills deficient is one who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

Federal Privacy Act of 1974, as amended, the Manual of Policies and Procedures (MPP) Division 19, and any other appropriate statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- The AJCC Partner shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- Notwithstanding any other provision of this Agreement, the AJCC Partner agrees to protect the confidentiality of any and all client medical information, which may be viewed in the process of performing services under this conceptual understanding. The AJCC Partner understands that it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this conceptual understanding.
- The AJCC partner agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The AJCC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
- Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

Non-Discrimination and Equal Opportunity

The AJCC partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The AJCC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The AJCC partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

Grievances and Complaints Procedure

The AJCC partner providing Title I services agrees in concept to follow NoRTEC's established grievance and complaint procedure that is applicable to customers accessing WIOA funded programs and services. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The Title I AJCC partner also 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.

AJCC Partners to this MOU agree in concept to have established grievance and complaint processes pertinent solely to their own programs and funds, and should use these processes when a complaint is filed only with a partner agency and does not include issues with programs funded under Title I of WIOA.

AJCC Partners to this MOU will share information with customers about how, where, and with whom to file complaints.

American's with Disabilities Act and Amendments Compliance

The AJCC partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of the WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the afore-mentioned laws.

Effective Dates and Terms of the MOU

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

Modifications and Revisions

This MOU constitutes the entire conceptual understanding between parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU

may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

Termination

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

Supervision/Day-to-Day Operations

The day-to-day supervision of staff located in the AJCCs will be the responsibility of the site supervisor(s). The employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and/or the employer of each AJCC staff member.

The office hours for staff at the AJCCs will be established by the site supervisor(s) and/or the employer of staff. All staff assigned to the AJCC will comply with the holiday schedule of their employer and will provide a copy of the holiday schedule to the operator and host agency of the AJCC facility at the beginning of each fiscal year.

Disciplinary actions may result in removal of co-located staff from the AJCCs and each party will take appropriate action.

Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally required employee benefits. In addition, each party shall be solely responsible and hold all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

Dispute Resolution

The parties agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution.

Press Releases and Communications

The pertinent AJCC Partners may have the option to be included in any communicating with the press, television, radio or any other form of media when an AJCC Partner's specific duties or performance under this MOU is addressed. Participation of each party in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other AJCC Partners, in all communications, each party may make reference to the AJCC as a single system and only call out individual AJCC Partners as appropriate to the topic or issue being covered.

The AJCC Partners agree in concept to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage. This also includes letterhead, envelopes, business cards, any written correspondence and fax transmittals originating in the AJCC.

Hold Harmless/Indemnification/Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

(Signature pages follow)

SIGNATURES

In WITNESS THEREOF, the parties to this MOU hereby agree in concept to the terms and execute this MOU and Attachment A. The intention of this Memorandum of Understanding is to confirm each partner's commitment to the vision of WIOA, and conceptual support for the aforementioned measures to implement that vision. It is not the intention of this Memorandum of Understanding to create legally binding obligations or rights on the part of any partner at this time.

Signature page will be separate (attached)

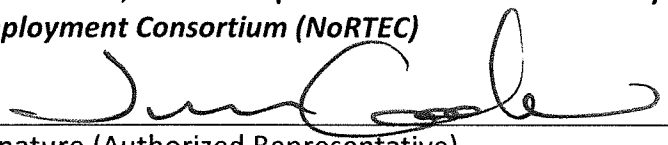
Northern Rural Training and Employment Consortium (NoRTEC)
WIOA
2016 MOU Signature Page

WIOA Title I, Grant Recipient & Administrative Entity: ***Northern Rural Training and Employment Consortium (NoRTEC)***

Signature (Authorized Representative)	June 20, 2016 Dated
SharonThrall, Governing Board Chair	NoRTEC Agency Name

Northern Rural Training and Employment Consortium (NoRTEC)
WIOA
2016 MOU Signature Page

WIOA Title I, Grant Recipient & Administrative Entity: ***Northern Rural Training and Employment Consortium (NoRTEC)***



Signature (Authorized Representative)	June 20, 2016 Dated
Jim Cook, Workforce Development Board Chair	NoRTEC Agency Name

Northern Rural Training and Employment Consortium (NoRTEC)
WIOA
2016 MOU Signature Page

Temporary Assistance for Needy Families (TANF)/CalWORKs: ***Tehama County Department of Social Services***

[signature]	7-8-16
Signature (Authorized Representative)	Dated
AMANDA SHARP DIRECTOR	Tehama County Department of Social Services
Print Name and Title	Agency Name

E-Contract Review

Approval as to Form

Department Name: Tehama County Department of Social Services

Vendor Name: NoRTEC Workforce Development Board

Contract Description: MOU between the parties.

Approved as to Form:

By: Trisha C. Weber Date: 12-28-16

Trisha C. Weber
Deputy County Counsel

Attachment A - Tehama County

	Temporary Assistance for Needy Families (TANF)/CalWORKs - Tehama County Department of Social Services/CalWORKs
Services	
Basic Career Services	
Program eligibility	X
Outreach and intake and orientation to services	X
Initial assessment of skill levels	X
Job search and placement assistance	X
Labor Market employment statistics	X
Supportive services information	X
Unemployment Insurance Claim Filing Assistance and Information	X
Eligibility for programs of financial aid assistance for training and education programs	
Training vendor information	X
Performance measure information	
Referrals to other programs and services	X
Individualized Career Services	
Comprehensive assessment of skill levels and service needs	X
Individual Employment Plan	X
Group counseling	X
Individual counseling	X
Career Planning	X

Short-term prevocational services (i.e. communication, interview skills, punctuality)	X
Internships and work experience linked to careers	X
Workforce preparation activities	X
Financial literacy services	X
Out-of-Area job search assistance and relocation assistance	X
English language acquisition and integrated education and training programs	
Follow-up Services	
Counseling regarding the workplace	
Referral to community resources necessary to retain employment	X
Provision of supportive services	X
Career development/further education planning	
Assistance securing a better paying job	
Training Services	
Occupation Skills Training (Classroom based)	X
On-the-Job Training (OJT)	
Incumbent Worker Training	X
Programs that provide workplace training with related instruction	X
Training programs operated by the private sector	X
Skill upgrading and retraining	X
Entrepreneurial Training	X
Transitional Jobs	
Job readiness training	X
Adult education and literacy activities	
High School diploma/GED services	
Employer customized training	

Business Services	
Labor market information	
Wage & Benefit information	
Local labor pool information	
Job/Career Fairs	X
Internet talent search and job postings	
Employee recruitment and/or screening assistance	
Financial assistance for employee training	
Employee assessment/testing services	
Tax credit information	X
Employer workshops and seminars	
Outplacement assistance	
Small Business Admin. information	
Human Resource information	
Rapid Response/Layoff Aversion services	
Job description assistance	
Referral assistance to partnering agency	X

Referral Process

Temporary Assistance for Needy Families (TANF)/CalWORKs

Customers interested in programs and/or services provided by the CalWORKs department would be referred to:

Sandy Hill - Employment and Training Worker Supervisor

310 S. Main Street, Red Bluff, CA 96080

503-528-4101

shill@tcdss.org