

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE DEPARTMENT OF REHABILITATION, SAN FRANCISCO AND  
THE WORKFORCE INVESTMENT BOARD OF SAN FRANCISCO

Parties to the MOU

The parties to this Memorandum of Understanding (“Parties”) are the Workforce Investment Board of San Francisco (WISF) and the Department of Rehabilitation, San Francisco (DOR). WISF is San Francisco’s Local Workforce Development Board. As authorized by Chapter 30 of the San Francisco Administrative Code, WISF is supported by the Department of Workforce Development (DEWD), which department assists WISF with the planning and coordination of all Workforce Development Services in the City.

**Purpose of MOU**

- A. Under the Workforce Innovation and Opportunity Act (WIOA), Local Workforce Development Boards are responsible for entering into a Memorandum of Understanding (MOU) with each of the America’s Job Center of California (AJCC) partners that outlines operations of the overarching one-stop delivery system. DOR is an AJCC partner.
- B. As set forth in the WIOA, the purpose of the MOU is to establish a cooperative working relationship between the WIOA Mandated partners and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.
- C. Required partners include local/regional representatives of the following programs:

| <b>Required Mandated Partner</b>             | <b>Program Area</b>                              |
|--|--|
| San Francisco Workforce Investment Board     | WIOA Title I Adult, Dislocated Worker, and Youth |
| City College of San Francisco                | WIOA Title II Adult Education                    |
| California Employment Development Department | WIOA Title III Wagner-Peyser                     |
| San Francisco Department of Rehabilitation   | WIOA Title IV Vocational Rehabilitation          |
| San Francisco Human Services Agency          | Temporary Assistance for Families (TANF)         |

**Local/Regional Vision Statement, Mission Statement, and Goals**

The One-Stop delivery system is designed to establish services for a variety of San Francisco jobseekers that include unskilled, semi-skilled and high skilled individuals. Further, services provided by the One-Stop delivery system must prioritize the target populations identified by the WISF as appropriate:

- TANF Recipients
- Welfare to Work Participants
- County Adult Assistance Program (CAAP) Participants
- SNAP/CalFresh Employment & Training (E&T) Participants
- Dislocated Workers

- Formerly Incarcerated Individuals
- Homeless Individuals
- Public Housing Residents
- People with Disabilities
- Individuals with limited English proficiency
- Veterans
- Out-of-school youth
- In-school youth not on track to graduate
- Youth in juvenile justice and foster care systems
- Pregnant and parenting teens
- Individuals who are economically disadvantaged (low-income)
- Individual with barriers to education and employment

### **Responsibilities of the Parties**

DOR and WISF agree to:

1. DOR and Partner to achieve the policy objectives of the state plan, which include:
  - Fostering demand-driven skills attainment. Workforce and education programs need to align program content with the state's industry sector needs so as to provide California's employers and businesses with the skilled workforce it needs to compete in the global economy.
  - Enabling upward mobility for all Californians, including populations with barriers to employment. Workforce and education programs need to be accessible for all Californians and ensure that everyone has access to a marketable set of skills and able to access the level of education necessary to ensure economic self-sufficiency and security.
  - Aligning, Coordinating, and Integrating Programs and Services to economize limited resources while also providing the right services to clients, based on each client's particular needs, including achieving mandated TANF Work Participation Rate (WPR) hours and potentially unique needs so as to facilitate skills-attainment.
  - Serving Individuals with Barriers to Employment. This may include remedial education, English language literacy services as well as programming will better position these individuals to participate in training and education to better meet employer's needs. (WIOA section 134 requires that priority of service be given to recipients of public assistance, other low-income individuals, and individuals that are basic skills deficient for any expenditure of WIOA Adult program funds spent on individualized career services and training.)
2. Ensure the target population's access to employment services, supportive services, training, and education programming that will help these individuals eventually get a good job, i.e. jobs as those that provide, "a wage sufficient to support a family adequately, and, over time, to save for emergency expenses and adequate retirement income, based on factors such as household size and the cost of living in the worker's community.

3. Participate in joint planning, plan development, and modification of activities to accomplish the following:
  - Continuous partnership building
  - Continuous planning in response to state and federal requirements
  - Responsiveness to local and economic conditions, including employer needs
  - Adherence to common data collection and reporting needs
4. Accomplish the following objectives by ensuring access to high-quality AJCCs that provide the full range of services for all customers seeking the following:
  - Enrollment in public assistance
  - Employment and Training Services
  - Basic education and occupational skills
  - Postsecondary degree or certificate
  - Guidance with career choices
  - Hiring skilled workers
  - Other activities that allow the customer to meet his/her mandated work participant hours

#### **Access for Individuals with Barriers to Employment**

San Francisco's One-Stop system will serve a variety of jobseekers including individuals with barriers to employment and education and target populations identified by the Workforce Investment Board. The AJCCs will offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA funds.

A system map is available and included in this MOU that identifies the location of every comprehensive and affiliate AJCC within the Local Area.

#### **One-Stop System, Services**

1. DOR and the San Francisco Workforce Investment Board will work together, as appropriate to implement WIOA program strategies through a value-added partnership in which program partners contribute on the basis of their programmatic expertise. The WIOA strategies are as follows: sector strategies, career pathways, organizing regionally, providing supportive services, "earn and learn" model, integrating service delivery and braiding resources, and creating cross-system data capacity.
2. DOR will provide access to programs through the AJCCs by means of co-location, cross-training, or direct access through real-time technology. Co-location includes program staff are physically present at the AJCC for monthly orientations to provide information about all programs, services, and activities.
3. DOR and DEWD will coordinate monthly DOR orientations at the AJCC.

4. DOR services will be individualized and geared to the needs of the consumer.
5. DOR will provide access to the Talent Acquisition Portal (DOR consumers only), Schedule A, and the LEAP program to qualified job seekers with disabilities. DEWD will provide access to CalJOBS labor exchange website and other services.
6. DOR will provide access to Vocational Rehabilitation services including training, self-advocacy training, assessments, career counseling/exploration; OJT/work experience; benefits planning; job placement services and assistive technology for eligible individuals with disabilities.
7. DOR and DEWD will develop a soft referral by contacting DOR staff directly for referrals. DOR will provide point of contacts for soft referrals.
8. DOR and DEWD agree to the partnership plus agreement for referral of eligible Ticket to Work Supplemental Security Income (SSI) and/or Social Security Disability Insurance (SSDI) beneficiaries to obtain sequential services from the DOR and an EN.

#### **Funding of Services and Operating Costs**

WISF and DOR agree to share operating costs of the AJCC system with all of the AJCC partners, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all AJCC partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan. The method of cost sharing will be mutually determined and effectuated by December 31, 2017.

#### **Methods for Referring Customers**

**The Parties agree** to develop a reciprocal referral procedure that will do the following:

- Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensure that general information regarding DOR and 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 means to be determined, which may include co-location, cross training of DOR and AJCC staff, or real-time technology (two way communication and interaction with partners that results in services needed by the customer).

### **Shared Technology and System Security**

The Parties agree to:

- 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.

### **Confidentiality**

The Parties agree to comply with the client data confidentiality provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

- All applications and individual client 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 service.
- 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.
- The Parties agree 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 WIOA program as allowed under law and regulation.

### **Non-Discrimination and Equal Opportunity**

The Parties shall not unlawfully discriminate against, harass or allow harassment against any employee, applicant for employment or AJCC customer on the basis of any federal, state or local protected categories.

### **Grievance and Complaints Procedure**

The Parties agree to utilize DEWD's procedure for grievances and complaints for WIOA-funded programs and services provided at the AJCC, attached hereto as Exhibit A. Partners may have additional procedures for the programs they directly administer.

### **American's with Disabilities Act and Amendments Compliance**

The Parties agree to operate in compliance with the Americans with Disabilities Act and its amendments. Additionally, the Parties agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

#### **Execution, Effective Dates, and Term of MOU**

This MOU is effective July 1, 2016 and terminates on June 30, 2019 and will continue in effect until such time as it is revised, extended, or terminated as provided below. This MOU will be reviewed on an annual basis with the first review to be performed prior to July 1, 2017.

This MOU is not in force or effect until signed by authorized representatives of the Parties, and until approved by the Director of DEWD on behalf of WISF.

This MOU constitutes the entire agreement between the Parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the Parties.

#### **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.

#### **Dispute Resolution**

All 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.

Signatures

In WITNESS THEREOF, the parties to this MOU execute this agreement.

Dated: 6/30/16

BY:   
Signature of District Administrator

Department of Rehabilitation, (San Francisco District)

301 Howard, 7th Floor  
(Address)

San Francisco, CA 94105  
(City, State, Zip)

Dated: 7/28/16

BY: 

Director of DEWD on behalf of the Workforce  
Investment Board of San Francisco

CITY HALL, ROOM 448  
(Address)

SAN FRANCISCO, CA 94102  
(City, State, Zip)

## America's Job Centers of California and Affiliate Sites

### **Comprehensive Access Point**

1500 Mission Street

San Francisco, CA 94103

(415) 575-4570

### **Chinatown Neighborhood Access Point**

601 Jackson Street

San Francisco, CA 94133

(415) 677-7500

### **Visitacion Valley Neighborhood Access Point**

1099 Sunnydale Ave

San Francisco, CA 94134

(415) 239-8705

### **Affiliate Site:**

#### **Civic Center – EDD Career Center**

801 Turk Street

San Francisco, CA 94102

(415) 749-7503



## **GRIEVANCE RIGHTS**

**(Posting)**

**As an individual participating in an OEWD funded program, you have certain rights and responsibilities.**

Under the Code of Federal Regulations 20 CFR 667.600(g)(I), 24CFR570.431 and San Francisco Chapter Appendix F1.107, you have the right to grieve the terms and conditions of employment and/or training. Please contact your counselor if you feel that you have been unfairly treated. Every agency has grievance procedures within its personnel procedures that detail the term and conditions of your services, training and/or employment. The agency, which operates the program you are enrolled in should give you a copy of these rights and responsibilities and be able to explain them to you. It is important that you follow these procedures. If you feel that your agency is not following the procedures, contact OEWD. You will be asked to provide the individual responding to your concern with complete and accurate information in order to follow up on your complaint.

You have the right to allege a violation of the regulations, grant or other agreements under OEWD. If you feel that a violation has occurred, you may file a complaint in writing with OEWD.

For specific information on filing a grievance, please contact OEWD. A strict timeline is required for filing a complaint (within one year of its alleged occurrence). You also have the right to request technical assistance with filing a complaint, and may call (415) 701-4848 for more information on how to file.

OEWD may schedule an informal complaint resolution meeting prior to the administrative hearing. At the informal complaint resolution meeting an attempt to resolve the complaint will take place. If and when the complaint has been informally resolved, OEWD shall attempt to contact you and request you provide a written withdrawal within 10 days of the informal resolution.

If an informal resolution cannot be reached, OEWD will schedule an administrative hearing within 30 days from the receipt of a written complaint. You must be notified in writing of the administrative hearing 10 days prior to the date of the hearing.

After the hearing, OEWD will issue a decision on your case within 60 days. If a decision is not reached within 60 days or you receive an adverse decision you may further appeal in writing to:

- WIOA – Chief, EDD Compliance Review Division,  
P. O. Box 826880, Sacramento, CA 94280-0001
- CDBG – Regional Administrator, U.S. Department of Housing and Urban Development, 600  
Harrison Street, 3rd Floor, San Francisco, CA 94107-1300
- General Fund – Whistleblower Program, Office of the Controller, City Hall Room 316, 1 Dr.  
Carlton B. Goodlett Place, San Francisco, CA 94102-4694
- H-1B/WIF/RTW – The Office of Federal Contract Compliance Programs, U.S. Department of Labor,  
200 Constitution Avenue, Washington, DC 20210



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