MEMORANDUM OF UNDERSTANDING

Between

Employment Development Department America's Job Center of California Workforce Development Board

1. <u>Preamble/Purpose of MOU:</u> It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties

The Workforce Innovation and Opportunity Act (WIOA) requires that a MOU be developed and executed between the Local Board and the America's Job Center of CaliforniaSM (AJCC) partners to establish an agreement concerning the operations of the AJCC delivery system. The purpose of the MOU, is to establish a cooperative working relationship between the parties 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.

California's one-stop 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 will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking the following:

- Looking to find a job.
- 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.

2. Local/Regional Vision Statement, Mission Statement, and Goals

Vision: San Benito County will have a trained, skilled and relevant workforce that meet the needs of employers and increases the quality of life in our community.

Mission: The mission of the San Benito County Workforce Investment Board is to provide a variety of trainings, services and resources to unemployed, under-employed and dislocated workers which will raise their education and skill levels to ensure their success in the workforce.

- **3.** <u>Parties to the MOU</u>: Required partners include local/regional representatives of the following programs:
 - WIOA Title I Adult, Dislocated Worker, and Youth: Department of Health and Human Services Agency (HHSA) and Community Services & Workforce Development (CSWD)
 - WIOA Title 11 Adult Education and Literacy: Gavilan College
 - WIOA Title III Wagner-Peyser: Employment Development Department (EDD)
 - WIOA Title IV Vocational Rehabilitation: Department of Rehabilitation (DOR)
 - Carl Perkins Career Technical Education: Gavilan College
 - Title V Older Americans Act: Peninsula Family Services
 - Job Corps: San Jose Job Corps
 - Native American Programs (Section 166) NIA
 - Migrant Seasonal Farmworkers (Section 167)
 - Veterans: Employment Development Department (EDD)
 - Youth Build N A
 - Trade Adjustment Assistance Act: Employment Development Department (EDD)
 - Community Services Block Grant: Community Services & Workforce Development (CSWD)
 - Housing & Urban Development: Housing Authority of the County of Santa Cruz
 - Unemployment Compensation: Employment Development Department (EDD)
 - Second Chance N A
 - Temporary Assistance for Needy FamilieslCalWORKs: Department of Health and Human Services Agency (HHSA) CalWORKS Division

Effective Dates and Term of 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 the date of execution by all parties. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred

4. <u>AJCC System, Services</u>:AJCC's services as required by WIOA Law and to be provided by the AJCC Partners to this MOU are outlined in Attachment A, AJCC System Services.

5. Responsibility of AJCC Partners:

- The AJCC partner agrees to participate in joint planning, plan development, and modification of activities to accomplish the following:
 - o Continuous partnership building.
 - o Continuous planning in response to state and federal requirements.
 - o Responsiveness to local and economic conditions, including employer needs.
 - o Adherence to common data collection and reporting needs.
- Make the applicable service(s) applicable to the partner program available to MOU Between EDD, AJCC, WDB - 07/01/22 - 6/30/25 2 |

customers through the one-stop delivery system.

- Participate in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
- Participate in capacity building and staff development activities in order to ensure that all partners and staff are adequately cross-trained.

6. Funding of Services and Operating Costs:

All relevant parties to this MOU agree to share in the operating costs of the AJCC system, 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.

AJCC partners will ensure that the shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs are reflected in the separately negotiated Cost Sharing Agreement.

The purpose of this RSA will be to establish the terms and conditions under which the participating partners will share resources within the One-Stop Delivery System

- 7. <u>Methods for Referring Customers</u>: The referral process may include the following: 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)
- 8. Access for Individuals with Barriers to Employment: AJCC will ensure that policies and procedures established by AJCC and programs and services provided by One-Stop Centers are in compliance with the Americans with Disabilities Act.

Recommended topics include the following:

A definition of the term "individuals with barriers to employment."

<u>Barriers to Employment</u> - Characteristics that may hinder an individual's hiring promotion or participation in the labor force. Identification of these barriers will vary by location and labor market. Some examples of individuals who may face

barriers to employment include: single parents, women, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, certain veterans, ethnic minorities, and those with limited English speaking ability or a criminal record or with a lack of education, work experience, credential, child care arrangements, transportation or alternative working parents.

- A commitment to 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 adult funds. Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134 (c) (3) (E). As described in TEGL 10-09, when programs are statutorily required to provide priority, such as the WIOA adult program, then priority must be provided 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 the recipient of public assistance, other low income individuals, or individuals who are basic skills deficient.
 - 3) Veterans and eligible spouses who are not included in WIOA's priority groups.
 - 4) Other individuals not included in WIOA's priority groups.
- An attached "system map" that identifies the location of every comprehensive and affiliate AJCC within the Local Area. See Attachment B.

This section should also include a commitment from each AJCC partner to 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.

- 9. <u>Shared Technology and System Security:</u> 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 partners.
- 10. <u>Confidentiality:</u> The AJCC Partner agrees to comply with the provisions of WIOA as well MOU Between EDD, AJCC, WDB 07/01/22 6/30/25 4 |

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 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.
- 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.
- 11. 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.
- 12. <u>Grievances and Complaints Procedure</u>: The AJCC partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.
- 13. 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 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.

- 14. <u>Modifications and Revisions:</u> 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.
- **15.** <u>Termination</u>: 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.
- 16. <u>Administrative and Operations Management Sections</u>: License for Use: During the term of this MOU, all partners to this MOU shall have a license to use all of the space of the AJCCs for the sole purpose of conducting acceptable AJCC services as outlined herein

b. Supervision/Day to Day Operations:

- 1. The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). The original 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 the management of the original employer.
- 2. The office hours for the staff at the AJCCs will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.
- 3. Disciplinary actions may result in removal of co-located staff from the AJCCs and each party will take appropriate action.
- 4. 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 responsive and save 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.
- c. 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.

d. Press Releases and Communications

- All parties shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU. Participation of each party in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other parties, in all communications, each party shall make specific reference to all other parties.
- 2. The parties agree 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.
- e. 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.

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SIGNATURES

In WITNESS THEREOF, the parties to this MOU execute this agreement. The person(s) signing this Memorandum of Understanding on behalf of each partner and/or its organization represent that they are duly authorized by the partner and/or its organization to execute this Memorandum of Understanding on its behalf.

APPROVED AS TO CONTENT.

Dated:	8/25/22	Ву:	Ruld Boucto
			Richard Bianchi, Chair
			San Benito County
			Workforce Development Board
			1111 San Felipe Road, Ste 107
			Hollister, CA 95023
Dated:	10/25/22	Ву:	Maria Lucero
			Maria Lucero, EDD Region Deputy Division Chief
			Northern Division #9110
			State of California
			Employment Development Department
			606 Healdsburg Ave
			Santa Rosa, CA 95401
Dated:	6/6/2022	Rv	Theuch.
DOLCO.	and the second		Graciano Mendoza, Vice President of Admin
		C	Services Gavilan College
			5055 Santa Teresa Blvd Gilroy, CA 95020
Dated:	11/4/2022	Ву:	Victoria Hugule
			Victoria Huynh, Employment Development
			Administrator
			State of California
			Employment Development Department
			Unemployment Branch
			PO BOX 826880 UIPCD, MIC 40, Sacramento,
			CA 94280-0001
Dated:	11/9/22	By:	Maux CD
	****	-	Tracey Belton, Director
			Health & Human Services Agency
			1111 San Felipe Road, Suite 208
			Hollister, CA 95023

Dated:	10/28/22	By:	Enrique Arreola, Deputy Director Community Services & Workforce Development 1111 San Felipe Road, Suite 107
Dated:	10/28/2022	_Ву:	Sylvia Jacquez America's Job Centel California 1111 San Felipe Road, Suite 107 Hollister, CA 95023
Dated:	6/3/22	By:	Heather Cleary
		_	Heather Cleary, CEO Peninsula Family Services 24 2 nd Avenue San Mateo, CA 94401
Dated:	9/7/22	By:	Judy Cabrera, Executive Director Central Coast Center for Independent Living (CCCILL) 318 Cayuga St, Suite 208 Salinas, CA 93901
Dated:	10/4/2022	Ву:	Sorath Hangse
Dated: _	une 7, 2022 By:		Sorath Hangse, Regional Director San Jose District Office Department of Rehabilitation 100 Paseo de San Antonio, Rm 324 San Jose, CA
v		S 8	Vanda Michaelis, Executive Director outhern California American Indian Resource Center 77 South Victoria Ave, Suite #110 entura, CA 93003
Dated:	<u>11/1/2022</u> By:	Da Sa 33	avina Hernandez, Director n Jose Job Corps Center 02 N. Blackstone Ave., Ste. 221 esno, Ca 93726

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APPROVED AS TO CONTENT.

Dated:

June 28, 2022 By:

Peter Hernandez, Board Chair

San Benito County Board of Supervisors

481 Fourth Street Hollister, CA 95023

APPROVED AS TO LEGAL FORM SAN BENITO COUNTY COUNSEL

DEPUTY COUNTY COUNSEL DATE

ATTACHMENT A

America's Job Center of California

Employment Services: San Benito County AJCC Employment Services provide classroom, on-the-job training and work experience services to participants, while offering significant subsidies to businesses.

Description- of Services:

- On-the-Job Training (OJT): OJT is a program in which individuals are training at the job site under the guidance and supervision of participating employers. In turn, those employers qualify for reimbursement of up to 50% of eligible employee wages while the employees are in training for up to 600 hours. Employers may contract for more than one position, depending on the labor needs of the company. This allows for simultaneous training sessions and faster staff development. The OJT program makes it easier for employer and employee alike to take the time to thoroughly training for the real-world business skills that are required to fully reach their potential and become vital assets to their employers.
- Work Experience Training: The Work Experience program is designed to assist eligible
 participants by teaching and encouraging the development of self-reliant life skills and
 professional work ethic. All participants will receive employment readiness training,
 and are then placed with an employer of their preference for 600 hours of training.
- Scholarships: Individual Training Account (ITA) Scholarships provide funding up to \$5,000 to cover tuition, books, and supplies for individual classroom training of a wide range of professional job skills. The ITA scholarships provide job training with experts in prestigious and highly demanded professions such as health care, solar engineering, laboratory techs and many more, all in a comfortable learning environment. Trainees who successfully complete the program receive valuable certificates of completion and job placement assistance.
- Youth Employment Services: Provides youth with building their marketable job skills
 and creating solid work opportunities in San Benito County. AJCC is a tremendous
 resource and information center for any young person looking for career help. We offer
 a wide range of services tailored to provide vital help to young people in the workforce,
 including career counseling, college guidance, job search assistance, vocational training,
 tutoring and mentorship services, resume building assistance and much more.

Employer Services: AJCC offers a myriad of critical services and programs designed to assist employers in every aspect of labor needs. From helping local employers find quality workers through our regularly updated job applicant database, to providing business development, retention and expansion assistance, or delivering immediate help to workers and businesses affected by layoffs and plant closures.

Rapid Response Services: In times of economic difficulty, large scale industrial plants and factories may be forced to lay-off large numbers of employees all at once. To help everyone affected, employees and employers alike, a Rapid Response team has been created, including representatives of the AJCC, the local Employment Development Department and the Workforce Development Board staff. Together, these partnering organizations provide streamlined access to their combined resources and services, providing vital information,

advice and training before, during and after the layoff.

- Layoff Aversion: Activities to assist workers facing layoffs due to potential plan or company closures.
 - Examples of lay aversion activities
 - Consultation with at-risk business to explore refocus of company to serve new and changing markets.
 - Retraining employee to adapt to new markets and/or emerging highgrowth industries.
 - Establish contracts with agencies with known expertise in business assessment to implement intervention strategies, including skills upgrade training for at risk employees.
 - Training for managers and supervisors to assume new functions and responsibilities within at risk business.
 - Meeting with employers and employees of at risk companies for closure or layoff.

Community Services & Workforce Development – Community Action Board (CAB)

Offers services under the Community Services Block Grant (CSBG), Community Development Block Grant (CDBG), HOME Grant, Continuum of Care (CoC) Grant, and others targeting low-income in San Benito County. All services are dependent upon availability of funding.

The CAB will assist our vulnerable populations with resources to obtain skills, knowledge and opportunities toward self-sufficiency.

- Low-Income Home Energy Assistance Program (LIHEAP):
 - Provides financial assistance to offset the costs Pacific Gas & Electric (PG&E),
 Propane or Wood.
 - Weatherization services are provided via referral to Central Coast Energy Services.
- Housing & Homeless Services:
 - Helping Hands provides assistance to Homeless individuals/families with a permanent disability.
 - Winter Shelter for Families: Provides San Benito County homeless families, with children 17 years or younger, shelter from December through March.
 - Warming Shelter: Provides San Benito County homeless individuals, age 18+ shelter from December through March.
 - Hotel Vouchers: Since funds are limited, vouchers are provided only when funds are available and for extreme cases to homeless individuals/homeless families.
 - Homeless Partners: Provide referrals to partner agencies
 - My Father's House: Day center located at 910 Monterey St, Hollister, CA (831) 801-2922.

- Emmaus House: Domestic Violence Shelter for Woman and Children (877) 778-7978
- Housing Opportunities for Persons with Aids (HOPWA): Provides housing assistance and supportive services for low-income persons with HIV/AIDS and their families.
- Housing Support Services
 - CalWORKs Housing Support Program (HSP): Rapid Re-housing services to homeless families enrolled in the CalWORKs program. The program provides rental assistance of up to 6 months, security deposit, utility assistance, emergency assistance, case management and support services.
- Transportation Tokens: Bus tokens are provided to individuals when needed for appointments at 1111 San Felipe Road.
- **Volunteer Income Tax Assistance**: FREE tax preparation assistance to low-income residents from January to April.
- Food & Clothing Referrals: Provides referrals to local food bank, and thrift stores for food and clothing for low-income families.
- Youth Enrichment: Provide scholarships to low-income children and youth to participate in enrichment activities through referrals from probation, school personnel, City of Hollister Recreation, YMCA, Youth Alliance as well as direct application by parents.

WIOA TITLE IV VOCATIONAL REHABILITATION: CA Department of Rehabilitation (DOR)

Description of Services:

- Services offered include: employment, training and education services for eligible individuals seeking jobs or wishing to enhance their skills and technical assistance for employers.
- Vocational Rehabilitation (VR) services determined by eligibility, economic need, and individual need as authorized by the Rehabilitation Act of 1973 to include:
 - Medical and psychological exams and trial work experiences as necessary for determination of eligibility;
 - Vocational evaluations as necessary for program services planning;
 - Physical/mental restoration services (not covered by other comparable benefits);
 - Physical aids (orthotic/prosthetic devices, wheelchairs, hearing aids, low vision aids);
 - Academic, vocational, and work adjustment training;
 - Special services for the deaf and hard of hearing and the blind and visually impaired;

- o Counseling and guidance;
- Job development and job placement services;
- Rehabilitation technology (adaptive equipment and workplace accommodations not provided by the employer);
- Supported employment, independent living, and post-employment services;
- Temporary assistance with transportation and living expenses (if appropriate) while participating in the VR program; and
- Evaluation, training, and placement.
- Provision of training and technical assistance to AJCC partners on topics that may include auxiliary aides and services, and rehabilitation technology for individuals with disabilities.

Referral Process:

- Contact the VR counselor in person, by phone, by email, or through AJCC standard referral process. Provide the individual's name, address, phone number, and known or suspected disabling condition. If the VR counselor is not available for immediate assistance or is out of the office, provide the customer with VR informational sheet (provided in regular print, large print, or Braille) and a VR application. All referrals of all disability groups will be provided information about DOR services at the AJCC orientation. The VR counselor will make arrangements for a specialty counselor if necessary.
- Provide training and technical assistance to AJCC partners on eligibility for and scope of VR services.
- Provide technical assistance to employers on disability etiquette, recruitment and selection, reasonable accommodations, accessibility to programs and services, physical access surveys, publications, referrals, and resources. DOR agrees to refer customers to other AJCC partners as appropriate.

Peninsula Family Service (PFS)

Description of Services:

- Services to older workers most in need, ages 55 or older, who meet the federal guidelines for low-income (defined as an income at or below 125% of the Federal Poverty Level) and are legal residents;
- Classroom training and on-the-job training/work experience in nonprofit and public agencies for up to 20 hours per week of paid wages;
- Provision of eligibility determination for work experience, medical exams, etc.;
- Employability skills training and placement assistance;
- Resource to other AJCC partner agencies serving older workers that may include: benefits for older workers, recruitment of qualified older workers, creating a user friendly work environment for older workers, and establishing guidelines for designing flexible work hours and realistic expectations of outcome.

Referral Process:

- PFS will provide the contact information for making referrals. AJCC partners may refer customers directly to PFS that potentially meet eligibility requirements.
- PFS will refer customers to other AFCC partners as appropriate.