

MEMORANDUM OF UNDERSTANDING
OKANOGAN
2017-2020
(Modification 1)

The following Memorandum of Understanding (MOU) between the North Central Washington Workforce Development Board and the following workforce agencies (hereinafter called partners) sets forth the terms of agreement for implementing the One-Stop Center for Okanogan County.

- Employment Security Department
- SkillSource
- DSHS/Division of Vocational Rehabilitation
- DSHS/Community Services Division
- Wenatchee Valley College
- Columbia Basin Job Corps
- American Association of Retired Persons
- Department of Services for the Blind

I. Purpose of Agreement

This MOU establishes a cooperative and mutually beneficial relationship among the partners and sets forth their relative responsibilities as they relate to One-stop duties, obligations, and responsibilities pursuant to section 121 of the Workforce Innovation and Opportunity Act.

II. Strategic Vision for the System

The partners agree to support the ***vision and strategic goals set forth by the North Central Workforce Development Board's Regional Workforce Plan (RWP)*** to the extent consistent with partner missions.

Vision: By 2020, the region will have an informed, productive workforce sustained by a collaborative workforce development system leading to a middle class standard of living.

RWP Goal #4: North Central's workforce knows about partners' programs and services

Objective 4.1.1: Implement process and outcome measures that indicate access to multiple programs' services.

Objective 4.2.1: Partners collaborate to make sure all One-stop customers are informed about the full array of programs and services

III. Duration of Agreement

This modification shall become effective January 1, 2018 upon approval of the parties hereto and remain in effect until the 30th day of June 2020 unless canceled earlier by the partners in accordance with Section XII. Infrastructure Funding shall be reviewed and modified, as applicable, and renewed effective January 1, 2019 in accordance with Section VI.

IV. The Workforce Development Board shall:

- Develop a four (4) year strategic plan for the local workforce development area
- Convene and support One-stop partners
- Competitively select a One-stop Operator
- Develop and enter into a Memorandum of Understanding with partners
- Assist Local Elected Officials fulfill the requirements of Federal Policy
- Conduct Equal Opportunity Training and Reviews of Title I Service Providers

V. Description of Services

a. Access:

Partners agree to provide access in accordance with Appendix A.

Option 1: Having a program staff member physically present at the WorkSource Center;

Option 2: Having a staff member from a different partner program physically present at the WorkSource Center and appropriately trained to provide information to customers about the programs, services, and activities available through all partner programs; or

Option 3: Making available a direct linkage through technology to a program staff member who can provide meaningful information or services.

b. Career Services:

Partners agree to provide career services in accordance with Appendix A.

Partners agree to coordinate to the maximum extent feasible through:

- Effective communication and information sharing,
- Cooperate with the One-stop Operator,
- Joint planning and design processes,
- Commitment to a shared vision, common goals, strategies, and performance measures,
- The use of common and/or linked data and data sharing methods, as appropriate,
- Leveraging of resources, including other public agency and non-profit organization services,
- Participation in a continuous improvement process designed to maximize outcomes and customer satisfaction, and
- Participation in regularly scheduled partner meetings

c. Integrated Customer Referral System:

Partners agree to:

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

d. One-stop Certification:

Partners agree to cooperate with the Board and Operator to fulfill center certification requirements.

VI. Infrastructure Funding

- A. Purpose. This section establishes the terms and conditions by which partners will contribute to basic infrastructure costs (facility and technology) to provide Access at the Career Center located at 126 S. Main, Omak, Washington.
- B. Costs. The basic facility and technology costs that partners agree to share are shown in Appendix B. Facility is space designated to provide Access including rent, custodial, utilities & maintenance) for portions of shared “front-end” rooms (entrance, greeting, resource, interview & meeting) together with walkways, break and restrooms. It also includes a portion of internet/phone connectivity. Future infrastructure costs may include kiosk, signage, outreach, ADA accessibility and a fiscal management.
- C. Allocation. Each partner shall pay an equal share of infrastructure costs as shown in Appendix B. At this time, eight partners provide 13 federal one-stop programs. Should a partner discontinue administering such federal program in the Okanogan labor market, or a new partner joins, the allocation will be reset for the next renewal period.
- D. Period. This funding is for a twelve (12) month period. The amounts are not precedential and will be reviewed, revised, and extended as agreed to between the partners and WDC.
- E. Fiscal Management. SkillSource will perform accounting necessary (receipts and disbursements) to implement this section. Fiscal Management will be performed in accordance with 2 CFR Part 200. All inquiries, payments and claims shall be sent to:

Laura Leavitt, Fiscal Director
SkillSource
240 N. Mission Street
Wenatchee, WA 98801
509-663-3091
laura@skillsource.org

- F. Billing and Payment. All applicable payments shall be made to SkillSource. Costs will be invoiced quarterly and payments due within 30 days after payment due date. After payments are received, SkillSource shall make applicable disbursements to facility and technology owners and leaseholders. Where partner programs are provided through contract or lease, payment is made through such contractor or lessor. By way of example, in Okanogan, DSHS and SkillSource subgrant TANF and WIOA Title I funds to ESD. And that ESD expends a portion of such revenues for building space to house these programs. ESD also expends Labor Exchange funds to house those services. As a result, besides paying ESD’s Labor Exchange share, ESD will also pay the TANF and Title I share on behalf of CSD and SkillSource. Furthermore, ESD will also pay DVR’s share pursuant to a sublease for the same purpose.

All funds collected will be remitted to the appropriate property owner or lease holder. In the example above, all facility and technology revenues collected will be disbursed to Washington State Employment Security Department.

- G. Modification. Partners and WDC shall undertake modifications collaboratively. Any change must be in writing and signed by all affected partners and WDC.

- H. Assurances. Each partner warrants that it will comply with all relevant laws and regulations applicable to this agreement. Each partner named in this MOU may reasonably use designated shared space to provide Access. Any disputes arising out of shared space use shall be resolved by the Operator. The Career Center building owner is responsible for assuring compliance with accessibility requirements of the Americans with Disabilities Act.

VII. Accessibility

All persons, including individuals with barriers to employment, will encounter a welcoming environment, multi-media information and flexible hours in order to learn about the partners' programs and services.

Physical Accessibility

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

Virtual Accessibility

WorkSource Okanogan will ensure that workers and businesses have access to the same information online as they do in a physical facility. Partners will communicate so public can readily understand and consume such information. Partners will usually have a website explaining the services available by their One-stop program.

Communication Accessibility

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

VIII. Equal Opportunity

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

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

IX. Jobs for Veterans Act

Partners agree to comply with the federal Jobs for Veterans Act (P.L. 107-228) as applicable, as well as Washington State Policy 1009 Revision 1: Priority of Service for Veterans and Eligible Spouses.

X. Supplemental Agreements

To ensure flexibility for all partners within this Agreement, it is understood and agreed that two or more partners may enter into separate Supplemental Agreements among themselves. These Supplemental Agreements shall not preclude or negate any terms or conditions set forth in this Agreement (MOU).

XI. Indemnification

The partners recognize that the partnership consists of local, state, federal agencies, not-for-profit, and for-profit entities. Each partner shall hold harmless other partners from all claims, costs, damages, or expenses arising out of the negligence of the partners. In the case of negligence of two or more partners, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each partner.

XII. Amendment or Cancellation of Agreement

The Agreement may be amended at any time in writing and by mutual consent of the partners, and the Workforce Development Council. Partners suggesting a modification to any element in the MOU must submit the proposed change in writing to the WDC providing 60 days for discussion with the other partners. Each partner may cancel its participation in the Agreement upon sixty (60) days written notice to the other partners. In the event a partner determines that funds are unavailable to carry out the activities set forth in this Agreement, the partner shall terminate this Agreement by notifying all other partners and the Workforce Development Council in writing immediately, and the Agreement shall terminate upon the delivery of such written notification. When the cancellation is for cause, i.e., a material and significant breach of any of the provisions of this Agreement, it may be canceled upon delivery of written notice to the other partners.

XIII. General Provisions

Partners are expected to meet their responsibilities under this MOU in accordance with the laws and regulation which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures.

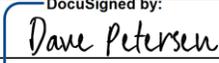
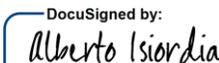
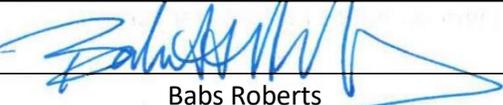
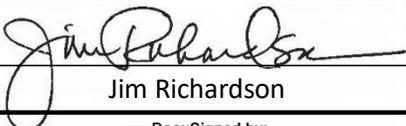
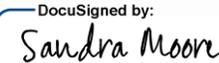
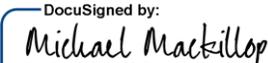
Nothing in this section prohibits a partner from sharing co-location costs with one or more additional partners. Cost-sharing resources may include cash, in-kind, or other. Each partner is responsible for the costs of its agency in carrying out that agency's commitments of Section V. In no event shall any agency be obligated to pay any expense incurred by another agency under this Agreement.

XIV. Transition

Partners agree to make a good faith effort to fulfill these MOU commitments. Implementation is expected to be gradual and steady during a one year transition period.

XV. Signatures

The undersigned agencies agree to the faithful performance of this Agreement.

Authorized Signatory	Partner	Date
By:  Dave Petersen	North Central Workforce Development Board	1/8/2018
By:  Alberto Isordia	Employment Security Department	1/23/2018
By:  Doni Kotas-Turner	DSHS/Division of Vocational Rehabilitation	1/8/2018
By:  Babs Roberts	DSHS/ Community Services Division	1/8/2018
By:  Jim Richardson	Wenatchee Valley College	1/10/18
By:  Sandra Moore	American Association of Retired Persons	1/4/2018
By:  Lisa Romine	SkillSource	1/16/2018
By:  Michael MacKillop	Department of Services for the Blind	1/3/2018
By: Karl Lester	Columbia Basin Job Corps	

APPENDIX A: SUMMARY OF ONE STOP SERVICES – WORKSOURCE OKANOGAN COUNTY

Roles	Responsibilities	ES	SS	DVR	DSHS	WVC	AARP	JC	DSB
METHODS OF ACCESS	<ul style="list-style-type: none"> OPTION 1: PROGRAM STAFF PRESENT AT CENTER OPTION 2: PARTNER STAFF CROSS TRAINED TO PROVIDE INFORMATION OPTION 3: DIRECT LINKAGE VIA TECHNOLOGY TO PROGRAM STAFF 	X	X	X					
						X	X		
					X	X	X		
ONE STOP PROGRAMS DELIVERED	(SEE 20 CFR 678.400)	TITLE III: WP & TAA JVSG UI	TITLE I: ADULT DW YOUTH	TITLE IV: VOC REHAB	TANF	TITLE II: AEFLA & CARL PERKINS	SCSEP	TITLE I: JOB CORPS	TITLE IV: VOC REHAB
APPLICABLE BASIC CAREER SERVICES	<ul style="list-style-type: none"> ELIGIBILITY DETERM. FOR TITLE I ADULT, DISLOCATED WORKER OR YOUTH OUTREACH, INTAKE, ORIENTATION TO ONE STOP SERVICES INITIAL ASSESSMENT OF SKILL LEVELS AND SUPPORTIVE SERVICE NEEDS LABOR EXCHANGE SERVICES REFERRAL TO AND COORDINATION WITH OTHER PROGRAMS AND SERVICES WORKFORCE AND LABOR MARKET EMPLOYMENT INFORMATION PERFORMANCE AND COST INFORMATION ON ELIGIBLE TRAINING PROVIDERS LOCAL AREA PERFORMANCE INFORMATION INFORMATION ABOUT AND REFERRAL TO SUPPORTIVE SERVICES ASSISTANCE WITH ELIGIBILITY FOR FINANCIAL AID FOR TRAINING AND ED INFORMATION AND ASSISTANCE REGARDING FILING UI CLAIMS 		X						
		X	X	X					
		X	X	X					
		X	X						
		X	X	X	X				
		X	X	X					
		X	X	X					
		X	X	X					
		X	X	X					
		X	X						
		X	X						
APPLICABLE INDIVIDUAL CAREER SERVICES	<ul style="list-style-type: none"> COMPREHENSIVE / SPECIALIZED ASSESSMENTS OF THE SKILL LEVELS & NEEDS DEVELOPMENT OF AN INDIVIDUAL EMPLOYMENT PLAN GROUP COUNSELING INDIVIDUAL COUNSELING CAREER PLANNING (E.G. CASE MANAGEMENT, SEE WIOA SEC. 3(8)) SHORT-TERM PRE-VOCATIONAL SERVICES INTERNSHIPS AND WORK EXPERIENCES (INCLUDING TRANSITIONAL JOBS) WORKFORCE PREPARATION ACTIVITIES (SEE 34 CFR 463.34); FINANCIAL LITERACY SERVICES THROUGH THE WIOA TITLE I YOUTH PROGRAM OUT-OF-AREA JOB SEARCH ASSISTANCE AND RELOCATION ASSISTANCE ENGLISH LANGUAGE ACQUISITION AND INTEGRATED EDUCATION & TRNG 		X	X					
			X	X					
			X		X				
			X	X	X				
		X	X	X	X				
		X	X	X					
		X	X	X					
		X	X	X					
		X	X						
		X	X						
		X	X						
BUSINESS SERVICES	<ul style="list-style-type: none"> LABOR EXCHANGE ACTIVITIES AND LABOR MARKET INFORMATION CUSTOMIZED SCREENING AND REFERRAL OF QUALIFIED PARTICIPANTS CUSTOMIZED SERVICES TO EMPLOYERS ON EMPLOYMENT-RELATED ISSUES CUSTOMIZED RECRUITMENT EVENTS AND RELATED SERVICES FOR EMPLOYERS HUMAN RESOURCE CONSULTATION SERVICES CUSTOMIZED LABOR MARKET INFORMATION DEVELOPING AND IMPLEMENTING INDUSTRY SECTOR STRATEGIES INNOVATIVE WORKFORCE INVESTMENT SERVICES AND STRATEGIES FOR AREA ASSISTANCE MANAGING REDUCTIONS IN FORCE COORDINATION WITH RAPID RESPONSE THE MARKETING OF BUSINESS SERVICES TO APPROPRIATE AREA EMPLOYERS ASSISTANCE WITH ACCESS LOCAL, STATE, AND FEDERAL TAX CREDITS 	X	X						
		X	X	X					
		X	X	X					
		X	X	X					
		X							
		X	X						
		X	X	X					
		X	X						
		X	X	X					
		X	X						
		X		X					

APPENDIX B: Okanogan Infrastructure Budget Summary (for Access)
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	Partner	Facility	Technology	Total	Sublease or Contract *	% of Share	Grand Total
Partner 1	ESD	\$ 2,044	\$ 307	\$ 2,351	\$ 6,745	14%	\$ 9,096
Partner 2	SkillSource (contract)	\$ 2,044	\$ 307	\$ 2,351	\$ (2,351)	14%	\$ -
Partner 3	DVR (sublease)	\$ 2,044	\$ 307	\$ 2,351	\$ (2,044)	14%	\$ 307
Partner 4	WVC	\$ 2,044	\$ 307	\$ 2,351		14%	\$ 2,351
Partner 5	Job Corps	\$ 2,044	\$ 307	\$ 2,351		14%	\$ 2,351
Partner 6	AARP	\$ 2,044	\$ 307	\$ 2,351		14%	\$ 2,351
Partner 7	DSHS/CSD ** (contract)	\$ 2,044	\$ 307	\$ 2,351	\$ (2,351)	14%	\$ -
Partner 8	DSHS/DSB	\$ -	\$ 307	\$ 307		2%	\$ 307
	Total	\$ 14,305	\$ 2,457	\$ 16,762	0	100%	\$ 16,762

* WIOA Title I and TANF facility, voice and network funds will be contributed by Employment Security via contract. WIOA Title IV facility funds will be contributed by Employment Security via sublease.

** DSHS/ESA/CSD commits support for the identified infrastructure costs in the amount shown for the initial twelve (12) month Infrastructure Funding Agreement (IFA period). These funds shall be contributed by the Employment Security Department (ESD) on behalf of TANF. These funds utilized by ESD are part of the current allocation that DSHS/ESA/CSD has contracted to ESD for the delivery of TANF/WorkFirst services. If for any reason ESD does not have the identified amount available to pay IFA costs on behalf of TANF, or fails to do so, this agreement is void and must be renegotiated.