

Northwest Washington Memorandum of Understanding for Implementation of the Workforce Innovation and Opportunity Act

The following Memorandum of Understanding (the Agreement) sets forth the terms of agreement for cooperation and consultation regarding implementation of the Workforce Innovation and Opportunity Act and the operation of a one-stop career center system among the following organizations (the organizations):

Northwest Workforce Council (Council) and,
Bellingham Technical College
Cascades Job Corps College and Career Academy
Community Action of Skagit County
Department of Services for the Blind
DSHS Community Services Division
DSHS Division of Vocational Rehabilitation

Employment Security Department
Lummi Nation
Northwest Indian College
OIC of Washington
Skagit Valley College
Whatcom Community College

I. Purpose of Agreement

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship among the organizations and to set forth the relative responsibilities of the organizations insofar as they relate to planning and implementation of individual and mutual duties, obligations, and responsibilities under the Workforce Innovation and Opportunity Act. This Agreement confirms the understanding of the organizations regarding the operation and management of the three (3) WorkSource One-Stop Career Centers in the Northwest Workforce Development Area (WDA III). Northwest Workforce Council provides oversight of workforce programming for the Northwest WDA.

The one-stop Center Operating Budget and Infrastructure Funding Agreement (Section X and Addendum B) establish a financial plan, including terms and conditions, to fund the services and operating costs of the region's three (3) WorkSource Centers. The organizations party to the Agreement agree that joint funding is an essential foundation of an integrated service delivery system and necessary to maintain the Northwest WDA's high-performance American Job Center network (known as WorkSource in Washington State).

The substance of this Agreement, outlined herein, reflects the commitment of the organizations to their job candidate and business customers, as well as to the overall communities they serve. The Agreement is not intended to define nor describe all the myriad working relationships and partnerships prevalent in the workforce development system. Organizations party to this Agreement with the Council and Chief Local Elected Official are encouraged to pursue and nurture working relationships with these and any other organizations which further the integration of services and enhanced outcomes for mutual customers.

II. Supplemental Agreements to this Memorandum of Understanding

To ensure the utmost flexibility for all organizations within this Agreement, it is understood and agreed that two or more organizations may enter separate Supplemental Agreements among themselves.

These Supplemental Agreements are specific to WIOA and are supplemental to this Agreement. They are used to further define or describe agreements between partner organizations as they relate to each organization's workforce development function(s). Such Supplemental Agreements, when relevant to the Workforce Innovation and Opportunity Act, and in furtherance of and complementary to this Agreement, may become part of this Agreement if they are consistent with the terms of this Agreement and do not impose any duties or obligations on any other party to this Agreement without such party's express written consent. The Supplemental Agreements shall specify what the individual agreements are and the obligations that are applicable to the two or more organizations involved in such Supplemental Agreements.

Organizations party to a Supplemental Agreement shall provide the Council [who in turn notifies all organizations party to the Agreement] with a copy of any Supplemental Agreement they enter within thirty (30) days from the date of execution of that agreement. Signed Supplemental Agreements shall be posted on the Northwest Workforce Council's website (www.nwboard.org) in proximity to this Agreement.

III. Strategic Vision for the System

The organizations agree to support the vision, mission, and strategic goals set forth by the Council for the workforce development system through organizational policies and resources, where appropriate. It is the desire of Northwest Workforce Council and the organizations herein identified to assist businesses, individuals and communities to prosper and grow the region's economy through a workforce development system that is inherently customer and market-responsive, seamless and effective.

Strategic Vision: To create a robust, sustainable, regional economy.

Mission: The preparation of a skilled, successful workforce aligned to the needs of business and industry.

STRATEGIC GOALS

A. LEAD THE REGION'S ONE-STOP CAREER CENTER SYSTEM WHICH:

- Aligns education, employment and training services
- Reinforces retraining and retention of the current workforce
- Provides valued services and dependable results for business and the workforce
- Embeds the principles of continuous quality improvement

B. STRENGTHEN THE REGIONAL WORKFORCE DEVELOPMENT SYSTEM WHICH:

- Expands ways in which business is engaged
- Tailors its services and products responsive to business
- Leverages resources and aligns strategies of key partners
- Partners strategically to strengthen regional competitiveness and job creation
- Elevates support of workforce development issues, policies, and initiatives

C. CHAMPION A SYSTEMIC APPROACH TO LIFELONG LEARNING WHICH:

- Is responsive to business and industry needs
- Enables workers to identify opportunities and pathways for career success
- Offers workers opportunities to upgrade their skills in response to changing workforce needs and challenges

- Promotes competency-based education and training programs

D. STRATEGICALLY PARTNER WITH REGIONAL ECONOMIC DEVELOPMENT:

- Identify opportunities to align education, workforce and economic development
- Leverage resources to achieve common goals

IV. Responsibilities of Organizations Under This Agreement

In consideration of the mutual aims and desires of the organizations participating in this Agreement and in recognition of the public benefit to be derived from effective partnerships and the achievement of local and WIOA goals of systems and cultural alignment, the organizations agree their respective responsibilities under the Agreement shall be as follows:

A. Northwest Workforce Council shall:

In partnership with the Local Elected Officials, fulfill the requirements of the federal Workforce Innovation and Opportunity Act of 2014 (Public Law 128-113) including:

1. Develop and manage a combined regional workforce plan that connects all investments in workforce development and is responsive to state guidelines and the region’s economy,
2. In collaboration with the Chief Local Elected Official and other applicable partners within the region, develop the strategic vision, goals, objectives and workforce-related policies,
3. Provide strategic oversight to the workforce delivery system, including the WorkSource One-Stop Career Centers, their affiliated site(s) and WorkSource Connection location(s), if any,
4. Procure a One Stop Operator and ensure Operator’s compliance and performance in executing the Council’s vision of a high performance one-stop system,
5. Review the compliance of the organizations party to this agreement with equal opportunity and nondiscrimination requirements of Section 188 of the Workforce Innovation and Opportunity Act of 2014 and Title VI of the Civil Rights Act of 1964, as amended,
6. Develop and enter into a Memorandum of Understanding with workforce development system partners for the implementation, operation and funding of the WorkSource service delivery system in the local area,
7. Certify WorkSource one-stop centers and their affiliated sites through the Council’s WorkSource Certification Application process,
8. Promote quality in customer service, products and processes,
9. Provide continuous accountability and evaluation through WIOA common performance outcomes, customer satisfaction surveys and other methodology,
10. Make results of such performance outcomes and customer satisfaction publicly available,
11. Approve annual budget allocations for operation of the WorkSource One-Stop Career Centers,
12. Appoint the region’s WorkSource Brand and Media designee.
13. Notify organizations of changes or addition of policies procedures, and plans via the standing agenda item at Northwest Workforce Management Team and posting on www.nwboard.org.

B. Shared Roles and Responsibilities of Service Providing Organizations:

1. Jointly promote and pursue the further alignment of programs through joint planning;
2. Align planning and budgeting processes;
3. Support and align service delivery, wherever possible, to the Council’s policies, quality standards, and operational protocols including, but not limited to Council’s: Framework for Doing Business, Regional Business Services Plan, Key System Integrators, and WorkSource Certification;

4. Support and align service delivery, wherever possible, to the Northwest Workforce Management Team's agreements, processes, and protocols;
5. Jointly identify, support and incorporate workforce skill standards and industry identified competencies to drive common outcomes;
6. Coordinate resources and programs and promote a more integrated and aligned workforce development system;
7. Identify and remove barriers to the coordination and alignment of programs;
8. Promote information sharing and the coordination of activities to improve customer outcomes and performance of local partners;
9. Participation in regularly scheduled partner meetings to define issues, seek solutions, identify opportunity and to exchange information in support of the workforce development system and encourage program integration;
10. Adhere to WorkSource Brand Standards and local processes in regards to management of the WorkSource brand,
11. Design and use of agreed upon process and form(s) for common intake, initial assessment, and referral;
12. Promote and assist customers in creating their account in WorkSourceWA.com, which allows access to resources in support of their education, training, and employment goals;
13. Use of common and/or linked data management systems and data sharing methods, as appropriate;
14. Provide access to programs or activities through the one-stop delivery system, which may include:
 - a. partner on-site representation scheduled at geographically appropriate WorkSource Center(s);
 - b. Making available a direct linkage through technology to a program staff member who can provide meaningful information or services in real time;
 - c. Having partner program staff present and trained to provide information and make appropriate referrals to a partner staff member;
15. Use and reasonably assist each other in the continued evolution of the Northwest workforce system's common processes and tools;
16. Conduct employer and business services as defined in the Council's Regional Business Services Plan;
17. Participate in the system's continuous quality improvement (CQI) initiatives and ensure individual organization's CQI initiatives are complementary to the terms contained within this Agreement;
18. Promote and contribute to the implementation of a unified system of measuring performance and accountability;
19. Provide workforce development-related performance and funding information to the Council to ensure effective workforce development system oversight, including but not limited to, WIOA's required common performance indicators;
20. Participate in the WorkSource certification or recertification process at the site(s) where the organization coordinates or provides its services.
21. Contribute to and maintain the region's knowledge management system, DAWN. (Which at a minimum includes; program referral information, partnership team notes, individual staff profiles, organizational appropriate information, master event calendar, and utilization of the WorkSource room reservation function.)
22. Mutually ensure the safety and security of WorkSource facilities, staff, customers and equipment through observation, situational awareness, and safe behaviors. A regional Safety

Committee reviews concerns and makes recommendations for improvements. Facilities are maintained by the leaseholder.

23. Promote equal, effective and meaningful participation by all individuals, including those with WIOA identified barriers, through program access, physical access, reasonable accommodation, and auxiliary aids and services;
24. Prohibit discrimination and certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious belief or affiliation, marital status, race, color, national origin, sexual orientation, gender identity and/or expression, (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) physical or mental disability. Maintain compliance with equal opportunity and nondiscrimination requirements of:
 - a. Section 188 of the WIOA Nondiscrimination and equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
 - b. Titles VI and VII of the Civil Rights Act of 1964, (Public Law 88-352),
 - c. Section 504 of the Rehabilitation Act of 1973, as amended,
 - d. The Americans with Disabilities Act of 1990 (Public Law 101-336, 42 U.S.C. 1201 et seq.)
 - e. Age Discrimination Act of 1967, as amended,
 - f. Non-Traditional Employment for Women Act of 1991,
 - g. Title IX of the Education Amendments of 1972, as amended,
 - h. The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
 - i. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g; 34 CFR part 99),
 - j. Confidentiality requirements governing the protection and use of personal information held by the DSHS Division of Vocational Rehabilitation (34 CFR 361.38)
 - k. The confidentiality requirements governing the use of confidential information held by the Employment Security Department, Unemployment Insurance Division (20 CFR part 603),
 - l. All amendments to each, and
 - m. All requirements imposed by the regulations issued pursuant to these acts, including but not limited to 29 CFR Part 37 and 38.

C. Individual Organization Roles and Responsibilities

Each organization agrees to promote, provide, and/or link customers to the following career services as defined by WIOA. These services are intended to assist individuals to obtain, retain and succeed in their employment. The organizations agree to work together to establish education and training and career pathways that lead to a continuum of services that assist individuals to obtain the skills, certifications, and/or degrees needed to become employed with the skills in demand by the region's businesses.

Basic Career Services for Job Candidates and Workers

- a) Initial assessment of skill levels (including literacy, numeracy, and English language proficiency, educational levels), aptitudes, abilities (including skill gaps), self-reflection (including social/emotional skills), and supportive service needs.

- b) Labor exchange services, including job search and placement assistance, career counseling, provision of information on in-demand industry sectors and occupations, provision of information on nontraditional employment.
- c) Workforce and labor market employment statistics information, including accurate information relating to local, regional, and national labor market areas, including job vacancy listings in labor market areas; information on job skills, education, training, and certificates necessary to obtain the jobs; and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for such occupations.
- d) Information, in formats that are usable by and understandable to one-stop customers, relating to the availability of supportive services or assistance are made available.
- e) Outreach, intake and orientation to the information and other services available through the one-stop service delivery system.
- f) Performance information and program cost information on eligible providers of education, training and workforce services by program and type of providers.
- g) Provision of information and assistance regarding filing claims for unemployment compensation.
- h) Determination of eligibility. (Final determination of eligibility is determined by the program operator).
- i) Referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and other workforce development programs.
- j) Information, in formats that are usable by and understandable to the one-stop center customers, regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the one-stop delivery system in the local area.
- k) Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

Individualized Career Services for Job Candidates and Workers

The following services, available across the delivery system, are offered by the appropriate organizations:

- a) Comprehensive and specialized evaluation to identify barriers to employment and employment goals.
- b) Development of Individualized Employment Plan (IEP).
- c) Group counseling.
- d) Individual Counseling.
- e) Career/Vocational planning.
- f) Short-term Pre-employment/Vocational services.
- g) Internships and work experiences.
- h) Workforce preparation activities.
- i) Financial literacy services.

- j) Out of area job search and relocation assistance.
- k) English language acquisition and integrated education and training programs.
- l) Follow-up services.
- m) Support services.

D. WorkSource One-Stop Career Centers (American Job Centers)

WorkSource Whatcom
 101 Prospect Street
 Bellingham, WA

WorkSource Skagit
 2005 E. College Way
 Mount Vernon, WA

WorkSource Whidbey
 265 NE Kettle St., Ste. 102
 Oak Harbor, WA

One Stop Operator (Operator)

Northwest Workforce Council, with the agreement of the Chief Local Elected Official, conducts a competitive procurement for the One-Stop Operator function. The organizations agree to recognize Northwest Workforce Council’s designated One-Stop Operator for WorkSource Career Centers. Council’s Operator procurement documents and Operator Agreement are available on its website: www.nwboard.org. Operator(s) are responsible to facilitate the coordination of service delivery in the one-stop environment among WIOA required partners and service providers on behalf of the Council by performing duties including, but not limited to:

a) Cultivating and sustaining a culture of customer focus and high performance:

- The Council, through a variety of instruments previously mentioned (IV.B.3), articulates its vision and expectations for a high-performance workforce system, inclusive of WorkSource service delivery locations. The Operator is responsible to instill these values and performance expectations throughout the WorkSource sites while operationalizing them into effective service delivery structures and strategies.
- Coordinate one-stop partner services in Centers, with guidance from Council
- Coordinates a formal referral process for services within and outside of the WorkSource Centers
- Populate relevant, professional news articles on DAWN, the region’s knowledge management system at least once per week.

b) Convene and facilitate certain partnership teams and meetings:

- **Center Use Meetings** – All WorkSource site partners attend bi-monthly center use meetings to further strengthen quality integrated service delivery across the partnership. Center use meetings serve as a primary mechanism for:
 - Staff Engagement
 - Professional Development
 - Compliance
 - Safety and Security
- **WorkSource Operations Group**
 - This sub-team of the Northwest Workforce Management Team is responsible for implementing operations within the WorkSource sites in alignment with the Council’s guidance. Membership is comprised of the Operator and managerial representation from each partner organization operating programs from within a WorkSource site. This working group is an effective platform for the Operator to identify strategy and opportunity in implementing the Council’s vision for the system.
 - Monitor, coach, and otherwise assure system partners are fulfilling and maintaining their respective responsibilities as defined in this Agreement, or other cooperative agreements in place.

c) Performance management and reporting:

- Maintain system-wide focus on performance management of WIOA common measures and other individualized performance goals that serve to strengthen the system. The Operator will gather and compile data from system partners and populate NWC's System Performance Dashboard Report. Provide reports as required by the Council.
- Manage the WorkSource customer comment card system (and other customer satisfaction initiatives within each Center), data entry, analysis, customer replies, and quarterly reporting.
- Manage the inclusionary and participatory completion and submittal of NWC's WorkSource Certification Application, ensuring ongoing activities in support of program integration and continuous quality improvement initiatives.

d) Coordination and daily operations duties:

- Manage daily operations and ensure a WorkSource environment that is welcoming, productive, and responsive to customer needs while assuring access to Center and system services to a universal population;
- Maintain WorkSource Center hours, opening, closing, posting notices, upholding Council policy and protocol for WorkSource operations, etc.;
- Ensure the region's customer flow model is integrated and functioning at each WorkSource site;
- Oversee Centers' activities and scheduling to ensure services are adequately staffed and offered appropriately;
- Broker room reservation requests submitted via the partnership's knowledge management system, DAWN;
- Manage facilities in such a way as to ensure their highest operating efficiencies, property protection and safety. Gather and submit maintenance requests, such as for heating, cooling, restrooms, janitorial service, necessary repairs or other issues related to space, furniture, and/or technology;
- Perform the function of Customer Concern and Complaint Coordinator in accordance with Council policy and established protocols;
- Maintain the WorkSource Code of Conduct by managing or directly responding to resolve behavioral incidents or emergencies at the WorkSource sites. Perform as the region's dedicated Person-In-Charge (PIC) in accordance with local protocol.

V. Methods for Referrals

The Northwest Workforce Management Team is responsible for the design and implementation of a comprehensive referral system. In addition, the Workforce Management Team will provide oversight of the referral system, including on-site access. The conceptual work of its Customer Service Delivery Design Review Team has been adopted. Organizations party to this Agreement further agree to refine and develop this foundational work into a fully implemented system of cross agency referral adherent to the guiding principles described below.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job candidates and businesses. A referral to a program's representative while on site at the WorkSource Center is the preferred method of providing services within the WorkSource Centers. This approach includes the use of scheduled, itinerant staff at the WorkSource Center when it is not possible to house a partner on-site full time. To facilitate such a system, the organizations agree to:

1. Strive to provide services on-site, wherever feasible, rather than via referrals to another location,

2. In circumstances where/when on-site referrals are not feasible or available, staff shall first strive to provide a direct linkage through technology to a program staff member who can provide meaningful information or service delivery in real time,
3. Ensure intake and referral process is customer-centered and provided by staff skilled in customer service, all programs' basic eligibility and participation requirements, and use of the region's common process and tools,
4. Provide materials summarizing their program's requirements and making them available for customers and for partners.
5. Ensure maintenance of program information on DAWN's program referral template for partner access.
6. Regularly evaluate ways to improve the referral process, including customer satisfaction and the evaluation of leveraged resources, enrollment goals, and performance outcomes.

VI. Access

Access to the services provided through the WorkSource Centers and at all partner organization locations is essential to meeting the requirements of WIOA. Job candidates, workers, and businesses must be able to access all information and participate in services relevant to them via visits to physical locations as well as in virtual spaces. Council has established a regional committee to assist and ensure the workforce development system is providing unrestricted customer access, including to WIOA's prioritized individuals with barriers to employment.

- Regional Access Advisory Committee – facilitated by NWC board member with a focus on access to services for all customers throughout the local workforce system. The committee evaluates and reports operational concerns and recommendations to the Northwest Workforce Management Team. Policy concerns and recommendations are referred to Council's Planning Committee.

VII. Data Sharing

The organizations agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers and workers. Additionally, it is desirable to utilize an integrated case-management system [Washington State's Effort to Outcomes (ETO)], as appropriate, which informs a customer's services throughout their interaction with the workforce system and allows information collected from customers (when they create their own account in WorkSourceWA.com) to be captured a single time. Appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. The organizations agree to work together, based upon customer-informed consent, to continually find ways to improve the collection and sharing of customer data.

VIII. Confidentiality

Organizations agree to abide by all applicable Federal, State and local laws and regulations regarding confidential information. The execution of this Agreement, by itself, does not function to satisfy these requirements. In addition, in carrying out their respective responsibilities, each organization will respect and abide by the confidentiality policies and legal requirements of the other organizations. Each will ensure the collection and use of any information, systems, or records that contain personally identifiable information (PII) and other personal or confidential information will be limited to purposes that support the programs and activities described in this Agreement and agree to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals. Staff will be trained in the protection, use, and disclosure requirements governing PII and

any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in vocational rehabilitation records.

IX. Complaint Procedures

Customer complaints, either a program complaint or a discrimination complaint, arising within the WorkSource One Stop system shall be handled in accordance with all applicable laws, policies, organization agreements and regional protocols. The Council's Customer Concern and Complaint Resolution Policy (Council 1012-1 Revision 2) will be followed by all parties to this agreement when complaint originates in a WorkSource Career Center or Affiliated site. Each signatory partner to this MOU operating programs or delivering services from a WorkSource Center or Affiliated site shall maintain an identified complaint contact and keep that individual's information updated with the One-Stop Operator.

In general, complaints arising regarding program services shall be referred to the appropriate organization's designated staff person (complaint contact) who will make a report regarding the resolution of that complaint to the One-Stop Operator.

Complaints arising from customers' use of basic career services or non-program services shall be forwarded to the One-Stop Operator and, if an employee is involved, their organization's manager, who in turn, shall forward a resolution report to the One-Stop Operator. If it is a confidential personnel matter, a general statement of resolution will be forwarded. Complaints regarding issues of equal access or equal opportunity shall be forwarded to the Council's Equal Opportunity Officer, who shall report on the resolution to the Executive Committee of the Council.

X. WorkSource Operating Budget and Infrastructure Funding Agreement

The purpose of this section is to reference terms and financial conditions under which the organizations share infrastructure costs and resources in performance of the Northwest's system of WorkSource career centers. A formal funding agreement is a required component of this Agreement and a signed addendum will be attached to this Agreement as Addendum B prior to 12/31/2017 to fulfill that requirement. An interim infrastructure and one-stop operating budget (for the term 7/1/17-12/31/17) will utilize the existing Resource Sharing Agreement structure implemented under the Memorandum of Understanding immediately preceding this one. The sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

The WorkSource one-stop system operating budget will consist of:

- Non-personnel infrastructure costs necessary for the general operation of the WorkSource Centers, including but not limited to:
 - Applicable facility costs
 - Costs of utilities and maintenance
 - Equipment (including physical modifications for access, assessment-related products, and assistive technology for individuals with disabilities)
 - Technology to facilitate access to WorkSource Centers, including technology used for Centers' planning and outreach activities
 - Common identifier costs (i.e. signage)

- Additional Costs:
 - Applicable career services to include the costs of provision of career services in section 134(c)(2), as applicable to each program
 - Other shared operating and services costs to be determined via negotiation with system partners

The Infrastructure Funding Agreement will:

- Distribute the costs in the budget among system partners based on
 - Proportionate use of and relative benefits (defined from among approved options) received by the partner through their participation in the WorkSource Center(s);
 - Partner program’s Federal authorizing statute;
 - Federal Cost Principles requirement that costs are reasonable, necessary, and allocable.
- Allow for cash, non-cash, and third party in-kind contributions (whose valuation is consistent with 2 CFR 200.306) as may be provided by one-stop partners to cover their proportionate share of infrastructure costs,
- Describe the process that was used to come to agreement on the budget and cost sharing agreement,
- Describe the process and timeline for periodic reconciliation of costs and renewal.

In no event, except as provided for in the subsequent Infrastructure Funding Agreement and Center Operating Budgets, shall any organization be obligated to pay or reimburse any expense incurred by another organization under this Agreement.

Fiscal Lead

The Council is designated by the organizations identified herein to be responsible for the fiscal activities related to the operation of the Infrastructure Funding and Center Operating Budget Addendum to this Agreement. The Fiscal Lead shall provide an annual financial report to the organizations.

XI. General Provisions

It is understood by the organizations that each should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures.

XII. Indemnification

The parties recognize the WorkSource one-stop system consists of various levels of government, not-for-profit, and for-profit entities working collaboratively to deliver One-Stop services for the region’s workers, businesses and job candidates. Each party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No party assumes any responsibility to any other party, state or non-state, for the consequences of any act or omission of any third party. Each party will hold harmless and defend all other parties to this Agreement from any and all claims for damages resulting in whole or in part from the party or its agent’s activities under the Agreement.

XIII. Duration of Agreement

The Agreement will commence on the first day of July 2017, and shall remain in full force and effect until the 30th day of June 2020 or until the Agreement is amended or canceled by the organizations or the Council in accordance with the terms set forth herein.

XIV. Amendment or Cancellation of Agreement

The Agreement may be amended at any time in writing and by mutual consent of the organizations and Northwest Workforce Council. Each organization may cancel its participation in the Agreement upon sixty (60) days written notice to the Council. In the event an organization determines that funds are unavailable to carry out the activities set forth in this Agreement and/or meet its obligations under funding agreements incorporated herein, the organization shall terminate this Agreement by notifying Northwest Workforce 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 Council and the offending organization.

Programmatic and/or financial consequences resulting from a required WIOA program provider failing to enter or maintain a valid Memorandum of Understanding with the Council are borne by the organization failing to enter or initiating its withdrawal from the Agreement.

XV. Dispute Resolution

WIOA sets the expectation the Council, Chief Elected Official and WorkSource partners enter good-faith negotiations to reach accord on this Agreement. In that spirit, the parties to this Agreement shall commit to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. The parties shall attempt to resolve all issues concerning provision of language in the Agreement or amendments informally and in a cooperative manner.

Should informal resolution efforts fail, the dispute shall be submitted per Northwest Workforce Council Dispute Resolution Policy 1030 (www.nwboard.org).

Per WIOA Section 121(h) and 20 CFR 678.725-750, local disputes related to funding of one-stop infrastructure costs are exempt from this policy and will instead be addressed through application of the state one-stop funding mechanism determined by the Governor and subject to a state-level appeals process established by the Governor.

XVI. WIOA Requirements and References

- WIOA Section 121(c) – requires Council to develop and enter a memorandum of understanding between the Council and its partners.
- WIOA Section 121 (b)(1)(A)(iii) – mandates all entities that are required partners in a local area to enter a memorandum of understanding with the Council pursuant to WIOA Section 121(c).
- WIOA Section 121(b)(1) identifies the required and optional partners and states the required partners must use a portion of their funding to make programs and services available through the one-stop system.
- WIOA Section 121 (b)(1)(A)(ii) – specifies partners must use a portion of their funding to cover one-stop infrastructure costs.

- WIOA Section 121(b)(1)(A)(iv) – indicates the requirements of each partner’s authorizing legislation continue to apply under the Workforce Development Area III workforce development system and that participation in the WorkSource system of one-stop career centers is in addition to other requirements applicable to each partner’s program under each authorizing law.

Additional policies and documents which support and supplement this Memorandum of Understanding, although not a complete listing, may be found at www.nwboard.org. They include:

- [NWC Northwest Washington Regional Workforce Plan 2016-2020](#)
- [NWC One Stop Operator Agreement](#)
- [NWC Customer Concern and Complaint Resolution Policy \(1012-1 Revision 2\)](#)
- [NWC Dispute Resolution Policy \(1030 Revision 1\)](#)
- [NWC Framework for Doing Business](#)
- [NWC Regional Business Services Plan](#)
- [NWC WorkSource Certification application criteria](#)
- [NWC Key System Integrators](#)
- [NWC Policy 1035: Provision of Reasonable Accommodation, Reasonable Modification, and Auxiliary Aids and Services to Persons with Disabilities](#)
- [Washington WorkSource System Equal Opportunity and Nondiscrimination Policy \(5402 Revision 1\)](#)
- [Washington State Methods of Administration \(2014 Recertification\)](#)

ADDENDUM A: WORKSOURCE SERVICE DELIVERY ONSITE AND BY REFERRAL

NOTE: At a minimum, access to Basic Career Services is provided at all sites.

X = Services delivered at or from the site

O = Services accessible from the site

	WorkSource Skagit	WorkSource Whatcom	WorkSource Whidbey
REQUIRED PARTNERS			
WIOA Title I Adult, Dislocated Worker & Young Adult (Youth):			
• Northwest Workforce Council	X	X	X
• Lummi Nation		O	
WIOA Title I Cascades Job Corps College and Career Academy			
• Adams & Associates	X	X	X
WIOA Title I Migrant Seasonal Farmworker			
• Employment Security Department	X	O	
• OIC of Washington	X	O	
WIOA Title I Native American Program			
• Lummi Nation		O	
WIOA Title I YouthBuild			
• Lummi Nation (application pending)		O	
WIOA Title II Adult and Family Literacy Act			
• Bellingham Technical College		X	
• Community Action Skagit County	X		
• Northwest Indian College		O	
• Skagit Valley College	X		X
• Whatcom Community College		X	
WIOA Title III Employment Services (Wagner-Peyser)			
• Employment Security Department	X	X	X
WIOA Title IV Rehabilitation Act			
• DSHS Division of Vocational Rehabilitation	O	X	O
• Department of Services to the Blind	O	O	O
WIOA Title V Senior Community Services Employment Program			
• Northwest Workforce Council	X	X	X
• AARP			
Veterans Employment and Training/Jobs for Veterans State Grant			
• Employment Security Department	X	X	X
Trade Adjustment Act			
• Employment Security Department	X	X	X
Unemployment Insurance (Liaison)			
• Employment Security Department	X	X	X
Temporary Assistance to Needy Families (TANF)			
• Department of Social & Health Services, CSD	X	X	O
• Skagit Valley College	O		O
• Bellingham Technical College		O	
• Whatcom Community College		O	
• Community Action of Skagit County	O		
• Opportunity Council (Whatcom & Island Counties)		O	O
• Employment Security Dept. (Whatcom, Island & Skagit)	X	X	X

NOTE: At a minimum, access to Basic Career Services is provided at all sites.

X = Services delivered at or from the site

O = Services accessible from the site

	WorkSource Skagit	WorkSource Whatcom	WorkSource Whidbey
Basic Food Employment and Training (BFET)			
• Community Action of Skagit County	O		
• Bellingham Technical College	O	O	
• Employment Security Dept. (Whatcom, Island & Skagit)	X	X	X
• Northwest Indian College		O	
• Skagit Valley College	O		
• Whatcom Community College		O	
• Goodwill Industries (satellite in Whatcom & Skagit)	O	O	
• Community Action of Skagit County	O		
• Opportunity Council		O	O
Carl Perkins Post-Secondary Education			
• Bellingham Technical College	O	X	O
• Northwest Indian College		O	
• Skagit Valley College	X	O	X
• Whatcom Community College	O	X	O
Community Services Block Grant Employment and Training			
•			
HUD Employment and Training Programs			
•			
•			
Second Chance Act			
• <i>No programs within WDA III</i>			
ADDITIONAL PARTNERS			
Department of Labor and Industry (injured worker outreach)	X	O	O


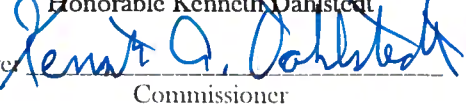
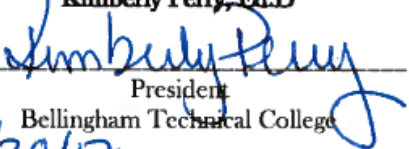


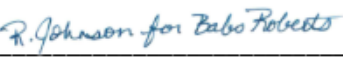
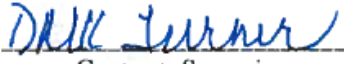
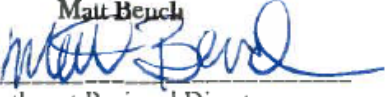

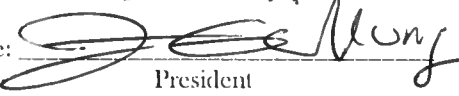
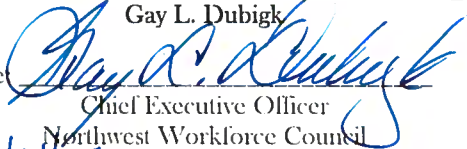


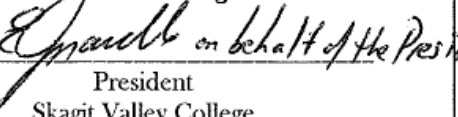

ADDENDUM B:

INFRASTRUCTURE FUNDING AGREEMENT AND CENTER OPERATING BUDGET AGREEMENT

******* *Pending Negotiation* *******

APPROVED:

The undersigned organizations bind themselves to the faithful performance of this Agreement. It is mutually understood this Agreement shall not become effective until executed by all parties involved.

<p>Signature: <u></u> Tonja Myers Chair Northwest Workforce Council Date: <u>6/14/17</u></p>	<p>Signature: <u></u> Honorable Kenneth Dahlstedt Commissioner Skagit County District 2 Date: <u>06/14/17</u></p>
<p>Signature: <u></u> Kimberly Perry, Ed.D President Bellingham Technical College Date: <u>6/20/17</u></p>	<p>Signature: <u></u> Kevin Meenaghan Academy Director Cascades Job Corps College & Career Academy Date: <u>July 16, 2017</u></p>
<p>Signature: <u></u> William B. Henkel Community Action of Skagit County Date: <u>6.23.2017</u></p>	<p>Signature: <u></u> Babette Roberts Community Services Division Director, ESA Department of Social & Health Services Date: <u>07/01/2017</u></p>
<p>Signature: <u></u> Doni Kotas-Turner Contracts Supervisor Department of Social and Health Services Division of Vocational Rehabilitation Date: <u>06/29/17</u></p>	<p>Signature: <u></u> Matt Beuch Northwest Regional Director Employment Security Department Date: <u>06/26/17</u></p>
<p>Signature: <u></u> Timothy Ballew II Chairman Lummi Indian Business Council Date: <u>7/25/17</u></p>	<p>Signature: <u></u> Justin Guillory President Northwest Indian College Date: <u>6/29/17</u></p>
<p>Signature: <u></u> Gay L. Dubigk Chief Executive Officer Northwest Workforce Council Date: <u>6/14/17</u></p>	<p>Signature: <u></u> Steve Mitchell Chief Executive Officer OIC of Washington Date: <u>6-29-17</u></p>
<p>Signature: <u></u> Kathi Hiyanc-Brown, Ed.D President Whatcom Community College Date: <u>6/29/17</u></p>	<p>Signature: <u></u> Dr. Thomas Keegan President Skagit Valley College Date: <u>06/27/17</u></p>
<p>Signature: <u></u> Michael MacKillop Deputy Director WA State Dept. of Services for the Blind Date: <u>7.7.2017</u></p>	

