

BENTON COUNTY RESOLUTION NO. 2023 550

BEFORE THE BOARD OF COUNTY COMMISSIONERS, BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN BENTON FRANKLIN WORKFORCE DEVELOPMENT COUNCIL, WORKFORCE SYSTEM PARTNERS, AND THE CHIEF LOCAL ELECTED OFFICIAL (CLEOs) OF BENTON AND FRANKLIN COUNTIES TO ESTABLISH A COOPERATIVE WORKING RELATIONSHIP BETWEEN THE PARTIES AND TO DEFINE THEIR RESPECTIVE ROLES AND RESPONSIBILITIES FOR THE DELIVERY OF WORKFORCE PROGRAMS UNDER A ONE- STOP SYSTEM;

WHEREAS, the Benton Franklin Workforce Development Council has presented a Memorandum of Understanding between the Benton Franklin Workforce Development Council and the One-Stop Partners pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014; and

WHEREAS, the parties' previous Memorandum of Understanding expired June 30th, 2023; NOW, THEREFORE,

BE IT RESOLVED that the Benton County Board of Commissioners has received and reviewed the proposed Memorandum of Understanding, between the Benton Franklin Workforce Development Council and the One-Stop Partners; and


BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said memorandum indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

APPROVED this 1 day of August 2023

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON



Chair



Chair Pro Tem

Michael Alvarez
Approved Telephonically

Commissioner

Attest:



Clerk to the Board



Memorandum of Understanding

July 2023 – June 2026

1. Preamble/Purpose of MOU

This Memorandum of Understanding (MOU) is executed between the Benton-Franklin Workforce Development Council (BFWDC), Workforce System Partners, and the Chief Local Elected Officials (CLEOs) of Benton and Franklin Counties to establish a cooperative working relationship between the Parties and to define their respective roles and responsibilities in achieving objectives pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014. This MOU also serves to create the framework for providing services to employers, employees, job seekers and others needing workforce services.

The purpose of this MOU is to define the parameters within which education, workforce, economic development, and other partner programs and entities operating in Workforce Development Area (WDA) 11 create a seamless, customer-focused workforce system that aligns service delivery across the board and enhances access to program services. By realizing workforce system opportunities together, partners can build community-benefitting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burdens and costs and increase customer access and performance outcomes. This MOU is not intended to define nor describe all the myriad working relationships and partnerships prevalent in the workforce development system.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the Workforce System in the Benton-Franklin WDA 11. The BFWDC provides local oversight of workforce programming for WDA 11. The BFWDC competitively procures a service provider to function as the operator of the One-Stop Center.

The implementation of WIOA and the American Job Center (AJC) Network has created the opportunity for the BFWDC to reevaluate how it provides WorkSource services to job seekers and businesses. This MOU assures compliance with the mandates of the law, while the partners work together, under the guidance of the BFWDC and CLEOs, to redesign infrastructure and service delivery strategies in support of a more accessible, customer-centered system.

WorkSource Columbia Basin (WSCB) is the American Job Center for the region. AJC is a national brand for all federally funded workforce system sites across the country. In Benton and Franklin counties, WSCB will follow the brand standards authorized by the BFWDC and will use the WSCB name and logo as well as the "A Proud Partner of the American Job Center Network" text and logo as a common identifier.

2. **Strategic Development**

The signatories of this MOU will work together and use their resources to realize the vision, mission, principles, and objectives described herein.

Mission: Benton-Franklin Workforce Development Council (BFWDC) contributes to our prosperous community by elevating the human potential.

Vision Statement: Promoting a prosperous community by providing a progressive workforce system.

Principles

- Integrated* - Think and act as an integrated system of partners that share common goals with services delivered by various organizations with the best capabilities for a seamless customer experience.
- Accountable* - Committed to high-quality customer service with regular program performance reviews based on shared data and actions that enhance system outcomes.
- Universal Access* - Meet the needs of customers by ensuring universal access to programs, services, and activities for all eligible individuals.
- Continuous Improvement* - Create a delivery system that utilizes feedback from employers and job seekers to challenge the status quo and innovate to drive measurable improvements.
- Partnership* - Align goals, resources, and initiatives with economic development, business, labor, and education partners.
- Regional Strategy* - Work with counterparts to address broader workforce needs of the regional economy and leverage resources to provide higher quality and level of services.
- High Quality* - Adhering to an excellent standard.
- Excellent Standard* – Tangible outcomes/performance.
- Human Centered Design (HCD)* – A creative approach to problem-solving that starts with the customer and ends with new solutions that are tailor-made to suit their needs. HCD is about:
 - Building a deep empathy with the people you’re designing for;
 - Generating tons of ideas;
 - Building numerous prototypes;
 - Sharing what you’ve made with the people you’re designing for;
 - Implementing your innovative new solution out in the world.

Objectives

The One-Stop delivery system develops partnerships via the Public Workforce System and provides services to achieve objectives that foster demand-driven skills attainment, enable upward mobility for our citizens and align, coordinate, and integrate programs and services. These objectives will be accomplished by ensuring equitable access to a system that provides:

- A full range of services for all customers seeking employment;
- Building basic educational or occupational skills;
- Earning a postsecondary certification or degree;
- Obtaining guidance on how to make career choices;
- Hiring skilled workers.

3. Partners

The following table outlines the partners in the Workforce System.

Partner Name	Contact Person	Mailing Address	Telephone #	E-mail
Washington State Employment Security Department	Jennie Weber	1530 Stevens, Walla Walla, WA 99362	509-527-1801	jweber@esd.wa.gov
Career Path Services	Cami Eakins	816 West Francis Ave. #1028 Spokane, WA 99205	509-979-9883	ceakins@careerpathservices.org
Columbia Basin College, Worker Retraining ABE	Eduardo Rodriguez	2600 N. 20th Ave., Pasco, WA 99301	509-542-4408	erodriguez@columbiabasin.edu
Department of Labor and Industries	Lynda Ducharme	950 Broadway Ste 200 Tacoma, WA 98402	253-596-3833	Lynda.ducharme@lni.wa.gov
Opportunities Industrialization Center (OIC) of Washington	Anthony Peterson	815 Fruitvale Blvd Yakima, WA 98902	509-248-6751	A.P@yvoic.org
DSHS Division of Vocational Rehabilitation	Douglas Morehead	PO Box 45340 Olympia, WA 98504-5340	360-490-5456	douglas.morehead@dshs.wa.gov
Temporary Assistance to Needy Families (DSHS)	Babs Roberts	P.O. Box 45440, Olympia, WA 98504-5440	360-725-4888	ROBERBA@dshs.wa.gov
Benton-Franklin Workforce Development Council	Tiffany Alviso	815 N Kellogg, Suite C Kennewick, WA 99336	509-734-5993	talviso@bf-wdc.org
Washington State Department of Services for the Blind	Lisa Wheeler	3411 S. Alaska St. Seattle, WA 98118	206-906-5508	Lisa.wheeler@dsb.wa.gov
Educational Service District 123	Steve McCullough	3924 West Court St. Pasco, WA 99301	509-544-5786	smcullough@esd123.org

Compliance

All Parties to this agreement shall provide service delivery in compliance with the laws, as applicable:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 1107-288) pertaining to the priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements; Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the

Workforce Development System and other guidance related to implementing WIOA sec. 188,

- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR part 99),
- Confidentiality requirements governing the protection and use of personal information held by the VOCATIONAL REHABILITATION (VR) agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- Certification regarding lobbying (31 U.S.C. Section 1352), 29 CFR Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450,
- Debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education as 2 CFR 3485,
- Priority of service for WIOA Title I, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(C)(3)(E) and its implementing regulations and guidance,
- Buy American Provision for each party that receives funds made available under Title I of II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et seq.) certifies that it will comply with Section 8301 through 8303 of Title 41 of the United States Code and as references in WIOA Section 502 and 20 CFR 683.200(f),
- Salary compensation and Bonus Limitations, each party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 1009-234, and TEGL 17-15,
- All amendments to each, and
- All requirements imposed by the regulations issued pursuant to these acts.

4. Partner Responsibilities and Goals

Overview

There are two public-facing, physical, workforce system facilities in Benton and Franklin Counties for which the BFWDC is the convener. One is WorkSource Columbia Basin, a comprehensive One-Stop Center located at 815 North Kellogg St., Suite D in Kennewick, WA. The other is Tri-Cities (TC) Futures, a specialized center pending certification located at 6816 West Rio Grande Ave., Suite C110, Kennewick, WA. With Educational Service District 123 as the fiscal agent.

The Workforce System Partners of the MOU agree to participate in joint planning, development, and modification of activities to accomplish the following:

- Accessibility of the partner's applicable services to customers through the Workforce delivery system.
- Participation in the operation of the Workforce System, consistent with the terms of the MOU and requirements of authorized laws.
- A full list of services by partners is listed below in Attachment D.
- All partners and staff are adequately trained because of their participation in staff development activities.
- Continuous partnership building, requiring inclusivity.
- Continuous planning in response to state and federal requirements.
- Responsiveness to local and economic conditions, based on employer needs.

- Utilizing the Efforts to Outcomes (ETO) system or its successor, to maintain customer records and service delivery history and to ensure that service documentation is captured in support of shared system and program performance measures. Once partners and staff are authorized, the full functionality of the Management of Information System (MIS) will be accessible to users and available for activities including but not limited to the documentation of job-seeker activity.
- All partners and staff are required to respectfully adhere to the organizational structure established by the One-Stop Operator or TC Futures Director and approved by the BFWDC.
- The Workforce System Partners, based on the specific needs of the communities within the region, agree to make the career, support, follow up and training services required by WIOA available to job seekers and businesses using Human Centered Design (HCD) tools.
- All partners are required to be engaged and collaborate on how to enhance the broader system to yield better experiences and outcomes for customers of the Workforce System. Lack of participation will result in convener (BFWDC) and partner one-on-one meetings to address the lack of contribution to the partnership and create action steps for improvement.

Coordination

Partners agree to coordinate to the maximum extent possible through:

- Effective communication and information sharing,
- Cooperate with the One-Stop Operator or TC Futures Director (depending on location)
- Jointly plan and design processes,
- Commitment to the shared vision,
- 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.

Delivery Goals

The Parties to this MOU will work together to achieve the following service delivery goals.

Goal for Serving Business Customers:

Goal 1: Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance.

Strategy

- Develop and implement an effective outreach and employer engagement strategy to increase understanding of employers' needs, enhance employers' knowledge of system resources, and establish the local Workforce System as a strategic partner.
- Coordinate business services across all programs by developing a standard menu of business services that are delivered by all partners.

- Serve as a single point of contact for businesses, responding to all requests in a timely manner.
- Provide access to labor market information to employers.
- Provide customized recruitment and job applicant screening, assessment, and referral services.
- Post-employment and follow-up services and support.
- Assist with the interpretation of labor market information.
- Assist Workforce System Partners with career fairs, job fairs and hiring events.
- Coordinate with employers to develop and implement layoff aversion strategies.
- Provide information regarding disability awareness.
- Provide information regarding assistive technology and communication accommodations.

Note: The BFWDC convenes employer engagement services through the WorkSource Business Services Team and will be provided to support the local system to meet the needs of businesses in the local area pursuant to (20 CFR 678.435, 34 CFR 361.435, 34 CFR 463.435).

Goal for Serving Job-Seeking Workforce System Customers

Goal 2: Prepare job seekers with the skills and credentials necessary to secure and advance employment with a sustaining wage.

Strategy

- Identify resources that provide job-seeking customers with opportunities to succeed in their chosen in-demand fields.
- Improve job search and placement services through labor market information for unemployed and underemployed workers.
- Expand and support learning opportunities for workers at all stages of their education and career pathways.
- Workforce System partner staff provide customers with information and guidance regarding available and applicable services which will allow them to navigate seamlessly through the available Workforce services without duplication.
- Workforce System partner staff will provide customers with a menu of services that they can easily understand and exercise customer choice.

Goal for Operations and Systems Improvement

Goal 3: WorkSource Columbia Basin staff are skilled, collaborative, and engaged to better serve customers.

Strategy

- Provide a learning environment and culture for staff to build and utilize new skills for effective and efficient customer services.
- Participate in evaluations that support continuous improvement and ensure that high-quality data informs decisions.
- Workforce System partners work to ensure the customer, upon arrival, is welcomed by professional staff with fundamental knowledge of partner

programs.

5. Process (including referral)

The One-Stop Operator, selected through a competitive process as defined in WIOA Section 121 (d) will adhere to the One-Stop Operator Agreement that is found on the BFWDC website or direct link below.

[OSO Statement of Work \(bentonfranklinwdc.com\)](http://bentonfranklinwdc.com)

[OSO Firewall \(bentonfranklinwdc.com\)](http://bentonfranklinwdc.com)

The BFWDC must conduct WorkSource evaluations and certifications no less than once every three years.

The One-Stop Operator and TC Futures Director are responsible for assuring that effective, customer-friendly referrals occur in the WorkSource system.

Each party to this MOU agrees to comply with the following referral procedure to achieve seamless, efficient, and customer-focused services:

- Customers seeking services shall be assessed for interests and needs and will be provided information on the full range of services available through the local WorkSource system;
- Customer referrals to staff at WorkSource centers, affiliate sites or partners of the system shall be facilitated by phone, written or electronic means;
- Customer referral information will be recorded in the ETO system or its successor to assure that customer needs and expectations are readily accessible (viewable) by other partners' staff and to ensure that the referral is maintained as part of the customer's permanent services history. Documentation will include:
 - Identified customer needs/basis for referral (what factors prompted the staff person to initiate the referral, customer circumstances/needs)
 - Date of referral
 - Agency acceptance of referral/date of a planned meeting with customer
 - Referral outcome and/or next steps to be identified by the customer and the receiving agency staff person

6. Increased and Maximized Access

WorkSource Partners agree that meeting WIOA's mandate for increased access to the Region's workforce services, particularly for individuals with barriers to employment must be a priority. This necessarily includes, at a minimum, outreach to the following groups of individuals with barriers to employment:

- Displaced homemakers
- Low-income individuals
- Native Americans, including Indians, Alaska Natives and Native Hawaiians as those terms are defined in section 3
- Individuals age 55 and older
- Individuals with disabilities, including youth who are individuals with disabilities, and Individuals with vision loss
- Returning citizen (ex-offenders)
- Homeless individuals

- Youth who are in or have aged out of the foster care system
- English language learners, a group that is often referred to as Limited English Proficiency (LEP), individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers
- Single parents, including single pregnant women
- Long-term unemployed individuals
- Individuals within two years of exhausting lifetime eligibility under Part A of title IV of the Social Security Act
- Any other groups identified by the Governor

The BFWDC and Partners shall meet federal requirements for physical accessibility at WorkSource Columbia Basin. The BFWDC and Partners shall co-locate services where possible and use appropriate referrals. The BFWDC and Partners shall support and participate in the following strategies to increase access for those with barriers to employment:

- Identify connection sites to provide greater access to services at a site that the citizens of Benton and Franklin counties already frequent – libraries, community centers, etc.
- Participate on committees of the BFWDC board and share input to improve access and services for all jobseekers/employers. This includes but is not limited to Adult and Employer Linkage, Youth Committee and the Diversity Equity and Inclusion Committee.
- Increase the use of technology to remove barriers for job seekers and allow for seamless, universal, and remote access to education, training, and other workforce development services. While technology cannot fix all barrier access problems, in many cases it will help staff to improve accessibility.
- Co-enroll job seekers as part of an integrated service delivery strategy that leverages more resources to help job seekers reach their career goals. This strategy can be especially effective at meeting the needs of populations with barriers to employment. Workforce System Partners will use this strategy as appropriate.

7. Data Sharing and Confidentiality

WorkSource Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all these requirements.

The Partners will work together, based on customer informed consent, to continually find ways to improve the collection and sharing of data within requirements to maintain confidentiality. All WorkSource Partners 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 VR records.

Partners agree to abide by all applicable Federal, State, and local laws and regulations

regarding confidential information, including PII from educational records. Partners will respect and abide by the confidentiality policies and legal requirements of all the other partners. Partners will ensure that the collection and use of any information, systems, or records that contain PII, and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law. Partners will ensure that access to software systems and files under its control that contain PII, or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals. The appropriate data sharing agreements will be created and required certifications will be signed by authorized individuals.

8. Disputes

The parties agree to engage in good-faith negotiations to reach an agreement on the terms of the MOU and IFA.

Whenever possible, disputes will be resolved informally. The WorkSource System will function by consensus under the direction of the BFWDC. When consensus cannot be reached, the parties to the dispute will adhere to WorkSource System Policy 5410 Rev1: Dispute Resolution and Appeals until a BFWDC Local Policy is finalized. MOU signatories will be notified of any updates. As per WIOA, if any of the required partners cannot come to an agreement regarding the IFA, the region shall implement the State Funding Mechanism.

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

9. Complaints

The Workforce System Partners agree to be responsive to customer concerns and complaints and act when appropriate in accordance with state, local area, agency, or program complaint policies. The Initial Customer Complaints documents can be found by following the link below.

Workforce Investment Act Title I-B (bentonfranklinwdc.com)

10. Non-Discrimination and Equal Opportunity

Partners shall not unlawfully discriminate, harass, or allow harassment. The Partners agree to comply with the provisions of 29 CFR Part 38.30 and related, applicable local, state, and federal nondiscrimination regulations, rules, and ordinances.

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

11. Amendment or Cancellation of Agreement

The Agreement may be amended at any time in writing and by mutual consent of the Benton-Franklin Workforce Development Council, Chief Local Elected Officials, and the Agencies. Each Agency may cancel its participation upon sixty (60) days written notice to

the other Agencies. In the event an Agency determines that funds are unavailable to carry out the activities set forth in this Agreement, the Agency shall terminate this Agreement by notifying all other Agencies in writing immediately, and the Agreements shall terminate upon the delivery of such written notification. The same process shall also be followed when the cancellation is for cause. If a core mandatory partner were to cancel this agreement, pursuant to this section, the BFWDC will engage in negotiations, document those negotiations, and then if no resolution is reached, engage the Governor's Office to intercede. This MOU does not conflict with the IFA Operating Budget (Attachment A-1) Agreement Modification language. If Workforce System Partners cannot reach an agreement on an IFA, a State Funding Mechanism (SFM) is triggered in that local area. To that end, the Governor must issue guidance; the Workforce Training and Education Coordinating Board (WTECB) must assist with the issuance of that guidance, and with developing the formula used by the Governor under the SFM to determine one-stop center budgets in the event local consensus cannot be reached.

12. General Provisions

It is understood by the Partners that each should be able to fulfill its responsibilities under the MOU in accordance with the provisions of law and regulations that govern their activities. Nothing in this MOU shall supersede, negate or otherwise render ineffective any such provisions or operating procedures. All parties to the MOU agree to adhere to applicable federal and state laws for the delivery of services. No part of this agreement shall take precedence over or supersede federal laws, state laws, or collective bargaining agreements.

13. Operating Budget and Infrastructure Funding Agreement (IFA – Attachment A)

The Workforce System operating budget consists of several of the following:

- Non-personnel infrastructure costs necessary for the general operation of the One-Stop center, including but not limited to:
 - Applicable facility cost (such as rent)
 - Costs of utilities and maintenance
 - Equipment (including physical modifications to the center for access, assessment-related product, and assistive technology for individuals with disabilities)
 - Technology to facilitate access to the Workforce System centers, including technology used for the center's planning and outreach activities.
 - Common identifier costs as costs of Workforce System Infrastructure.
- Additional Costs:
 - Other Costs to be determined via negotiations with the WorkSource partners. One example of a common identifier is the cost of signage for "American Job Centers (AJC)." Or One-Stop centers as per (WIOA sec. 121 (h)(4) and 20 CFR 678.700).

14. Duration and Modification

This MOU commences on July 1, 2023, or the day it is signed by all parties, whichever is later, and shall remain in effect until June 30, 2026. Signatories will be notified of any updates. This MOU will be reviewed not less than once every three years to ensure

appropriate funding and delivery of services.

The IFA commences on July 1, 2023, or the day it is signed by all signatories, whichever is later, and will be updated and approved by the Partners by July 1 of each subsequent year.

WorkSource Partners will be convened bi-annually to reconcile actual costs against those projected in the IFA.

Generally, amendment or modification of the MOU only requires the parties to review and agree to the elements of the MOU that changed. Non-substantive changes to the MOU, such as a minor revision to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU. Because this MOU is likely to undergo changes, those that do not change the intent of the document will be considered minor revisions.

Substantial changes, such as the removal or addition of a required partner organization or a change due to the election of a new Chief Elected Official, will require renewal of the MOU (20 CFR 678.500(b)(6), (d), and (e); 34 CFR 361.500 (b)(6), (d), and (e); and 34

CFR 463.500 (b)(6), (d), and (e)). An IFA increase of more than 15% of the planned annual costs will require an MOU renewal and requires all parties to review and agree to all elements of the MOU and re-sign the MOU. Renewal of the MOU requires all parties to review and agree to all elements of the MOU and re-sign the MOU.

Oral amendments or modifications shall have no effect. If any provision of this MOU is held invalid, the remainder of the MOU shall not be affected.

15. Authority and Signature

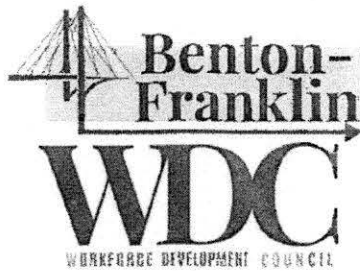
The individuals signed below have the authority to commit to the Partner they represent to the terms of this MOU and do commit by signing. The undersigned agencies bind themselves to the faithful performance of this MOU.

16. Attachments

- A. & A.1 Infrastructure Funding Agreement and Workforce System Operating Budget
- B. Complaint Investigation Agreement
- C. Definitions

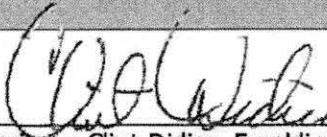
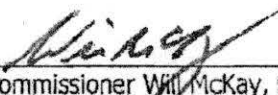
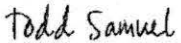
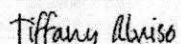
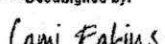

17. Electronic Signatures, Counterparts and Delivery

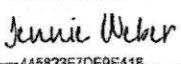
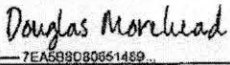
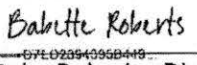
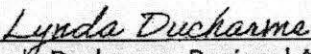


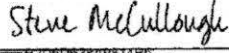
The parties agree that this MOU may be executed in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement, and that the electronic signature or e-signature of this MOU shall be the same as the execution of an original ink signature; and that E-mail, electronic, or facsimile delivery of a signed copy of this MOU shall be the same as delivery of and original.



Memorandum of Understanding Signatures

By signing below, partners certify that they agree with the MOU and have the authority to bind their agency to the terms of the MOU as indicated below.

Name/Title/Organization	Date	Required Partner/Program(s) Represented
 Commissioner Clint Didier, Franklin County		Chief Elected Official
 Commissioner Will McKay, Benton County		Chief Elected official
DocuSigned by:  <small>07E28D83A93641E</small> Todd Samuel, Board Chair Benton-Franklin Workforce Development Council	6/28/2023	Local Board (BFWDC)
DocuSigned by:  <small>A318D04A4247411</small> Tiffany Alviso, CEO Benton-Franklin Workforce Development Council	6/28/2023	Local Board (BFWDC)
DocuSigned by:  <small>BB696C8BC1A4478</small> Cami Eakins, CEO Career Path Services	6/27/2023	WIOA Title I Adult, Dislocated Worker and Youth, EcSA, One-Stop Operator Fiscal Agent
DocuSigned by:  <small>5ED43912534E487</small> Eduardo Rodriguez, Vice President for Admin. Services Columbia Basin College	6/28/2023	WIOA Title II Worker Retraining and AEFLA

<p>DocuSigned by:  <small>445823F7DE9F41B...</small> Jennie Weber, Eastern Region Director Employment Security Department ESD Contract Number</p>	<p>7/19/2023</p>	<p>WIOA Title III Wagner Peyser, Veterans, TAA, MSFW, WorkFirst, Unemployment Insurance</p>
<p>DocuSigned by:  <small>7EA589C80661489...</small> Douglas Morehead, Contracts Manager DSHS Division of Vocational Rehabilitation</p>	<p>6/28/2023</p>	<p>WIOA Title IV</p>
<p>DocuSigned by:  <small>67E02094096B418...</small> Babs Roberts, Director of Community Services Division</p>	<p>7/10/2023</p>	<p>WIOA Title IV</p>
<p> Lynda Ducharme, Regional Administrator, Department of Labor and Industries</p>		<p>Partner Labor & Industries</p>
<p>DocuSigned by:  <small>0AC7478F88C1478...</small> Anthony Peterson, CEO Opportunities Industrialization Center (OIC) of Washington</p>	<p>7/10/2023</p>	<p>Partner OIC</p>
<p>DocuSigned by:  <small>94DB20E2D9E311E...</small> Lisa Wheeler, Asst. Director of Vocational Rehabilitation and Workforce, Washington State Department of Services for the Blind (DSB)</p>	<p>6/28/2023</p>	<p>Partner DSB</p>
<p> Steve McCullough, Superintendent Educational Service District 123</p>	<p>7/20/2023</p>	<p>Partner ESD123</p>

MOU ATTACHMENT A

Program Year (PY) 23 WORKSOURCE COLUMBIA BASIN OPERATING BUDGET AND INFRASTRUCTURE SHARING AGREEMENT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND PARTNER(S)

STATEMENT OF PURPOSE

The purpose of this attachment to the Memorandum of Understanding (MOU) is to establish the terms and conditions under which the partnership will share resources in the performance of Workforce Services at WorkSource Columbia Basin (WSCB), located at 815 N. Kellogg Street, Suite D, Kennewick, Washington. Through this agreement, the partners have identified those costs related to the operation and maintenance of the Workforce System that are mutually beneficial and agreed upon as shared costs. In addition to the clauses listed below, Attachment B is added to the MOU including the Complaint Investigation Agreement. Partners are listed below, and all notices regarding this Agreement shall be given to the following:

Partner Name	IFA Contact Person	Mailing Address	Telephone #	E-mail
Washington State Employment Security Department (WIOA Title III Wagner Peyser, Vets Work Experience, Unemployment Insurance & WorkFirst)	Jennie Weber	1530 Stevens, Walla Walla, WA 99362	509-527-1801	jweber@esd.wa.gov
DSHS Division of Vocational Rehabilitation (WIOA Title IV)	Douglas Morehead	PO Box 45340 Olympia, WA 98504-5340	360-490-5456	douglas.morehead@dshs.wa.gov
Career Path Services (WIOA Title I Adult, Dislocated Worker, and Youth, EcSA, One-Stop Operator Fiscal Agent)	Cami Eakins	816 West Francis Ave. #1028 Spokane, WA 99205	509-979-9883	ceakins@careerpathservices.org
Opportunities Industrialization Center (OIC) of Washington	Anthony Peterson	815 Fruitvale Blvd, Yakima, WA 98902	509-248-6751	A.P@yvoic.org
Columbia Basin College (Worker Retraining & WIOA Title II AEFLA)	Michael Lee	2600 N. 20 th Ave. Pasco, WA 99301	509-542-4399	mlee@columbiabasin.edu
Department of Labor and Industries	Lynda Ducharme	950 Broadway Ste. 200 Tacoma, WA 98402	253-596-3833	Lynda.ducharme@lni.wa.gov
Benton-Franklin Workforce Development Council	Tiffany Alviso	815 N Kellogg, Suite C Kennewick, WA 99336	509-734-5993	talviso@bf-wdc.org
Washington State Department of Services for the Blind	Lisa Wheeler	3411 S. Alaska St. Seattle, WA 98118	206-906-5508	Lisa.wheeler@dsb.wa.gov

Note: Workforce System Partner, ESD123 is not a WSCB IFA participating entity due to having its own funding agreement at TC Futures.

PERIOD OF PERFORMANCE

This budget and IFA are effective July 1, 2023 – June 30, 2024. The budget will be updated annually. This agreement will be reconciled annually and will have a six and eleven-month review to determine if modification/adjustment is needed to ensure accurate and equitable sharing of costs. Actual Workforce System Partner staffing and all required programs will be considered and added/adjusted/removed biannually and coincide with the reconciliations. If the amounts required to be adjusted are small (below 15%) the BFWDC will share those amounts with the Workforce System Partners but refrain from modifying the billing until the end of the year.

SHARING OF PARTNERSHIP COSTS

In compliance with the Workforce Innovation and Opportunity Act, the Operating Budget consists of non-personnel infrastructure costs as described in Attachment A-1, and other costs consisting of the non-cash contributions of staff responsible for delivering career services and any allowable, allocable other costs identified by the partners as necessary for the operation of WorkSource Columbia Basin. The current three-year facilities lease between Goodwill Industries of The Columbia (GWOTC) and the BFWDC will expire on June 30, 2024. When a new lease is established, partners requiring execution of a sublease will be contacted by the BFWDC. The point of contact articulated on the workforce system partner table (page 3) will be utilized to originate the facilitation of the process on behalf of their agency. Those partners not requiring a sublease will be apprised of lease terms also. It is the intent of the BFWDC to share the results of lessor (GWOTC) negotiations with WSCB partners via writing once determined. Workforce System partners are encouraged to weigh in real-time during frequently established partnership meetings regarding questions related to the lease process. The BFWDC, as conveners of the Public Workforce System in Benton and Franklin Counties, is committed to transparency.

Listed in the table below are the individual Partner’s total estimated share of costs for the period of performance for this agreement, by partner.

Partner Name	Estimated Share of	
	Sublease Costs	Non- sublease
Employment Security Department (WIOA Title III Wagner Peyser, Vets Work Experience, Unemployment Insurance & WorkFirst)	\$136,125	\$72,801
DSHS Division of Vocational Rehabilitation (WIOA Title IV)	\$15,304	\$16,452
Career Path Services (WIOA Title I Adult, Dislocated Worker and Youth, One-Stop Operator)		\$124,532
Opportunities Industrialization Center (OIC) of Washington		\$11,242
Columbia Basin College (Worker Retraining & WIOA Title II AEFLA)		\$11,242
Department of Labor and Industries	\$6,058	\$5,184
Washington State Department of Services for the Blind		\$11,242
SUBTOTALS	\$157,488	\$252,696
TOTAL INFRASTRUCTURE	\$410,184	

Costs and resources needed to operate the workforce system shall be shared as detailed in

Attachment A-1. Costs include, but are not limited to; rent, utilities, supplies unique to WorkSource, Internet support, general operational/maintenance supplies, copier rent, and telephone service. These costs will be shared using a weighted formula: 50% based on the square footage occupied by the partners and 50% based on partner FTE who deliver services. Space reserved by a partner for work experience or similar efforts will be included in the square footage of the partner providing the work experience but will not count toward the FTE of such partner. Resources for these costs will be provided as cash contributions. The costs for Career Services as described in Attachment C will be provided as "in-kind" contributions of staff resources providing career services. FTE providing Career Services are assigned an average estimated value of \$100,000 in wages and benefits per FTE to estimate the value of the Career Services provided to the system. Details of the costs and cost-sharing plan appear in Attachment A-1.

In the event estimated costs exceed, or are less than actual costs, partners are still responsible for their share of costs based upon the cost allocation methodology outlined in Attachment A-1.

AGREEMENT MANAGEMENT

The Benton-Franklin Workforce Development Council has been identified as the Agreement Manager and Fiscal Lead. The Fiscal Lead is responsible for the billing, payment and tracking of shared costs. The Agreement Manager is responsible for oversight and review of shared costs for the partnership as well as monitoring of the partnership allocation methodology and funding information. All notices regarding this Agreement shall be sent to the Agreement Manager at the following location: BFWDC CEO, 815 N. Kellogg, Suite C, Kennewick, WA 99336, (509) 734-5993

BILLING AND PAYMENT

Billing and manner of payment of shared costs shall be as agreed to between the Fiscal Lead and the individual partners. All payments shall be made to the Benton-Franklin Workforce Development Council and will be on a monthly cycle as agreed by the parties. Any partner may make advance payment for any period if their funding source regulations allow such payments. For those with leases, separate bills will be provided for lease costs and IFA costs. The Fiscal Lead must receive all payments no later than 30 calendar days after the payment due date. If this Agreement is terminated, or if any partner withdraws, in accordance with the termination provision contained herein, any payments due hereunder shall be prorated based on the effective date of the termination or withdrawal.

AGREEMENT MODIFICATION(S)

The partners recognize that modification may, and likely will be, necessary during the period of the IFA. Partners to the IFA will undertake modification thereof collaboratively. Except for the reallocation of costs as outlined in Attachment A-1 that do not result in an increase in any partner's cost, any modifications to this Agreement, to be valid, must be in writing and signed by all the affected partners. Oral modification shall have no effect. If any provision of the agreement is held invalid; the remainder of the agreement shall not be affected. Modifications must be fully executed by all partners within 30 days.

MONITORING

The partners agree that the performance and operation, as well as the cost allocation methodology of this Operating Budget and IFA, will be reviewed by the Agreement Manager quarterly, or at the request of a partner. The Agreement Manager will provide the partners with the results of this review so the partners may determine if they wish to modify the Agreement.

ASSURANCES

- This agreement will be interpreted under Washington State Law or Federal Law as applicable.
- Each partner warrants it will comply with all Federal, State and/or local laws and regulations applicable to this Agreement.
- It is understood and agreed by the partners that employees receiving compensation for work performed under this Agreement are employees of the partner agency that compensates, supervises, trains, and provides benefits and other support to that employee.
- All press releases, brochures, printed material, reports, and newsletters related to services will recognize the partnership as the funding source and be approved by the Agreement Manager prior to release.
- All partners may use areas designated as common areas within the partnership facility. Each partner will share in the cost and/or provide other resources (such as staffing) for the common space, as noted in Attachment A-1. The partnership and building owner/leaseholder will maintain these areas in good condition and in compliance with the applicable provisions of the Americans with Disabilities Act, and the regulations issued there under.

INDEMNIFICATION

The parties recognize that the partnership consists of various levels of government, not-for-profit, and for-profit entities. To the extent allowable under Washington State law, each state agency 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 state agency partner assumes any responsibility to any other party, state, or non-state, for the consequences of any act or omission of any third party. To the extent allowable under Washington State law, each non-state agency 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 non-state agency partner assumes any responsibility to any other party, state, or non-state, for the consequences of any act or omission of any third party.

USE AND DISCLOSURE OF INFORMATION

Each party to this Agreement shall use any private and confidential information, provided, or owned by any other party, solely for the purpose for which the information was disclosed. No party shall disclose or misuse any private or confidential information under this Agreement unless the disclosure is authorized by law. The misuse or unauthorized release of private and confidential information shall subject the party, its employees, or agents to a civil penalty of five thousand dollars and other applicable sanctions under state and federal law. (RCW 50.13)

Private and confidential information may only be shared in a manner consistent with contractual confidentiality agreements. This IFA does not supersede such agreements.

TERMINATION

Reference to funds identified in support of this IFA is contingent upon receipt of those funds by the partners. Any partner may withdraw from this IFA if funding is either eliminated or reduced such that the partner can no longer continue its participation in this IFA. Such withdrawal shall be effective upon written notification to the Agreement Manager of the lack of funding, or upon the vacating of the premises by the partner, whichever is later. Such written notice of their withdrawal to the Agreement Manager shall be given at least 60 calendar days prior to the effective date of withdrawal. Upon the withdrawal of any partner, the costs and resources associated with this Agreement shall be reallocated by the Agreement Manager among the remaining partners. This Agreement shall be modified in writing only if the amount of the partner's costs changes. This Agreement may be terminated at any time upon written agreement of all the parties hereto.

DISPUTES

In the event that disputes should arise regarding the terms and conditions, a decision made, or administration of this Agreement which cannot be resolved informally, the following procedure will be conducted: each party to this agreement shall select an individual to participate in a dispute resolution panel; these individuals shall select, by a simple majority vote, a person not a party to this Agreement who will chair the dispute resolution panel; the panel shall hear the facts of the dispute and render a decision by simple majority vote. This process shall be invoked before proceeding to any lawsuit or civil action.

FACILITY ALTERATIONS OR MODIFICATIONS

Should any of the partners wish to make physical alterations or modifications to the facility, a request for such shall be made to the facility owner, through the leaseholder if appropriate, detailing the requested alteration and/or modification. The request shall be subject to the approval of the facility owner and/or leaseholder. If approved, the cost of such alterations and/or modifications shall be the sole responsibility of the requesting partner, unless otherwise agreed. Upon termination, expiration of this Agreement, or a partner's withdrawal from the agreement, the premises shall be returned to its normal condition, solely at the expense of the partner who made the original alteration/modification, unless other arrangements are agreed to between the partner and the building owner/leaseholder.

SIGNATURES

By signing their signature to the MOU, the partners also commit themselves to the terms and conditions of Attachment A, and A-1, Attachment B and Attachment C.

The partners agree that there is a Workforce System Partner exception to the above statement for Educational Service District 123, whereas they are the fiscal agent for the pending specialized youth center. TC Futures has its own infrastructure funding agreement separate from the broader IFA contained herein.

Center Budget and IFA WorkSource Columbia Basin Program Year 2023-2024

	Cost Sharing Basis*	ESD (Includes WIOA Title III, Wagner Peysner, Vets Work Experience, UI, & Workfirst,TAA)	DSHS Division of Vocational Rehabilitation (WIOA Title IV)	Career Path Services (WIOA Title I Adult, Youth, Dislocated Worker, One-Stop Operator, EcSA, Quest)	Opportunities Industrialization Center (OIC of Washington)	Columbia Basin College (Worker Retraining & WIOA Title II AEFLA)	Department of Labor and Industries	Washington State Department of Services for the Blind	Totals
CENTER BUDGET									
INFRASTRUCTURE COSTS									
Rent	\$ 258,516	Weighted	\$ 131,674	\$ 20,014	\$ 78,486	\$ 7,085	\$ 7,085	\$ 7,085	\$ 258,516
Facilities - Security & Maint	\$ 101,310	Weighted	\$ 51,602	\$ 7,843	\$ 30,758	\$ 2,777	\$ 2,777	\$ 2,777	\$ 101,310
ESD Managed Print/Equipment	\$ 23,208	Weighted	\$ 11,821	\$ 1,797	\$ 7,046	\$ 636	\$ 636	\$ 636	\$ 23,208
Software - Maint/Licensing	\$ 2,800	Weighted	\$ 1,426	\$ 217	\$ 850	\$ 77	\$ 77	\$ 77	\$ 2,800
Supplies (Office Expenses)	\$ 10,050	Weighted	\$ 5,119	\$ 778	\$ 3,051	\$ 275	\$ 275	\$ 275	\$ 10,050
Community Outreach	\$ 5,000	Weighted	\$ 2,547	\$ 387	\$ 1,518	\$ 137	\$ 137	\$ 137	\$ 5,000
Shredding	\$ 3,600	Weighted	\$ 1,834	\$ 279	\$ 1,093	\$ 99	\$ 99	\$ 99	\$ 3,600
WorkKeys	\$ -	Weighted	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EO Accomodation	\$ 5,700	Weighted	\$ 2,903	\$ 441	\$ 1,731	\$ 156	\$ 156	\$ 156	\$ 5,700
Total Estimated Annual Infrastructure Costs	\$ 410,184	Weighted	\$ 208,926	\$ 31,756	\$ 124,532	\$ 11,242	\$ 11,242	\$ 11,242	\$ 410,184
Costs collected via leases			\$ 136,125	\$ 15,304			\$ 6,058		\$ 157,488
Costs collected via IFA			\$ 72,801	\$ 16,452	\$ 124,532	\$ 11,242	\$ 11,242	\$ 5,184	\$ 252,696
Monthly Estimated Infrastructure Costs per provider			\$ 17,411	\$ 2,646	\$ 10,378	\$ 937	\$ 937	\$ 937	\$ 34,182
ESTIMATED VALUE OF CAREER SERVICES (non-cash donations by on-site partners)			\$ 1,900,000	\$ 200,000	\$ 1,100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 3,600,000

* Cost Sharing Basis

% of total space based on square feet occupied by program staff	49%	10%	30%	3%	3%	3%	3%	100%
% of total space based on program FTE	53%	6%	31%	3%	3%	3%	3%	100%
50% square footage X 50% FTE	51%	8%	30%	3%	3%	3%	3%	100%

ATTACHMENT B
Workforce System
Complaint Investigation Agreement

I. Statement of Purpose

The purpose of this Agreement is to recognize the need for each WorkSource Columbia Basin partnering agency to address employee/client complaints, and allegations of misconduct and to conduct any necessary investigations under their own established rules, regulations, policies, procedures, and bargaining agreements. This Agreement covers partners and all non-paid workers of each partner delivering services at the regions' Comprehensive and Certified One-Stop Center, WorkSource Columbia Basin, located at 815 North Kellogg, Suite D, Kennewick, Washington, and Pending Specialized Center, TC Futures, located at 6816 West Rio Grande Ave. Suite C110, Kennewick, WA 99336. Non-paid workers include work experience, work-study, and volunteers.

II. Responsibilities

Each partner agrees to provide and maintain a positive work environment.

Each partner agrees to immediately bring any complaint or allegation against an employee or non-paid worker to the attention of the employing or directing partner agency supervisor or manager. For purposes of this section of the Agreement, "employing or directing partner agency" is defined as the partner agency that employs the individual or directs the services of the non-paid worker, who is the subject of a complaint or allegation.

Each partner agrees to respond quickly and effectively to reported incidents, complaints, or allegations.

The employing or directing partner agency shall conduct investigations of reported incidents, complaints, or allegations against one of its employees or non-paid workers and shall complete investigations in a timely and sensitive manner. The employing or directing agency agrees to consult with involved partners on how to continue service delivery in the event an employee of that agency or non-paid worker must be assigned off-site as a result of serious allegations, safety concerns, or while an investigation is being conducted.

Each partner agrees to be objective, neutral, and to the extent possible, maintain confidentiality to ensure fair treatment of the complainant and the subject employee or non-paid worker. Each partner agrees to cooperate in all phases of the investigation and ensuing actions. The employing or directing partner agency agrees to keep the appropriate partner(s) informed as to the status of the investigation to the extent permitted by law.

Each partner agrees to minimize disruption and stress in the workplace by refraining from speculation, and from unnecessary dissemination of information regarding the incident, complaint, allegation, or investigation.

Each partner agrees to ensure that information about findings, conclusions and action taken will only be provided in general terms after final disposition of the incident, complaint, allegation, or investigation.

This Agreement does not apply to discrimination complaints. Discrimination complaints are processed according to Element 8 of the Methods of Administration and WIOA Policy 5402 Revision 1 – Equal Opportunity and Nondiscrimination, Policy 1012 Revision 1 – Customer Concern and

Complaint Resolution and its successor controlling authority under the Workforce Innovation and Opportunity Act. Contact your local Workforce Development Council Equal Opportunity (EO) Officer or the State EO Officer for questions.

Attachment C Definitions

Agreement Manager

The Benton-Franklin Workforce Development Council has been designated by the partnership to act as the agreement manager and is responsible for the oversight, monitoring, and review of fiscal functions of the Infrastructure Funding Agreement.

Cost Allocation

As described in 2 CFR 200.4, "allocation" is the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. Descriptions of the legally allowable operational costs associated with the maintenance of the One-Stop Service Delivery System are found in WIOA sec. 121(h)(4), sec. 121(i)(1) et seq., and sec. 134(c)(2); see 29 CFR 678.700 et seq. and "Operational Costs" below.

- **Cost Allocation Method** is the methodology according to which costs associated with the maintenance of the Workforce System, including infrastructure costs of one-stop centers, are shared among partner programs. The base(s) used to allocate costs, as agreed upon by the partners. The partners have chosen to allocate costs based on the % of total space occupied by each partner and the % of FTE provided on-site by each partner. These costs must be shared among workforce partner programs based on each program's proportionate use of and relative benefit received from the One-Stop Delivery System. The contribution of each workforce system partner program must adhere to the program's authorizing statute, as well as all other applicable legal requirements, including the Federal Cost Principles that require that costs must be allowable, reasonable, necessary, and allocable (see 2 CFR Part 200, Subpart E, and "Federal Cost Principles" below). Cost allocation methodologies agreed upon by local workforce development boards and one-stop partner programs may include allocation in the aggregate, on an activity basis, on an item-of-cost basis, or on a combined basis. Consistent with Federal Cost Principles, the allocation methods utilized must be both efficient to use and consistently applied over time. Partner program contributions for administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program.
- **Cost Allocation Base** - An allocation method uses one or more "bases" for assigning costs. Bases may include the actual cost of square footage for partners on site, a proportionate share of infrastructure costs, FTE, etc.
- **Cost Allocation Plan** - The written documentation of the cost allocation methodologies agreed to by the partnership. The cost allocation plan is included in Attachment A to the MOU and is incorporated herein by reference.

Career Services

Career services, as identified in sec. 134(c)(2) of WIOA, consists of three types: Basic Career Services, Individualized Career Services, and Follow-up Services. Although these services are described in Title I of WIOA, the definitions of these services will be given to all partners participating in the local Workforce System. For example, case management is an individualized career service for programs funded with Title I WIOA resources, but case management delivered by another required WorkSource Partner may count as a career service for the purpose of

developing system budgets and cost-sharing agreements.

Cash Contribution

"Cash contributions" are cash funds provided to the local workforce development board or its designee by workforce system partners, either directly or by interagency transfer (29 CFR 678.720 (c)(1)).

Common Areas or Common Spaces

Space within a center or affiliate that is shared by/available to all the staff who are present at the facility (e.g., a common breakroom, meeting room, hallways, restrooms, etc.)

Customer Space

The portion of a WorkSource Center of Affiliate that is used by any customer from any program (e.g., resource rooms, workshop or classroom spaces, a greeting space, etc.)

Fiscal Lead

The Benton-Franklin Workforce Development Council has been designated by the partnership to be responsible for all fiscal activities related to the operation of this Operating Budget and Infrastructure Sharing Agreement (IFA).

Infrastructure Costs

"Infrastructure costs" are non-personnel costs that are necessary for the general operation of the one-stop center, including: facility rental; utilities and maintenance; equipment (including assessment-related products and assistive technology for individuals with disabilities); and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities (29 CFR 678.700). Infrastructure costs for the WorkSource Centers are the responsibility of all workforce partner programs, whether they are physically located in the workforce center or not. Additionally, each entity that conducts a program or activities in a local one-stop center must use a portion of the funds available for the program and activities to maintain the One-Stop Delivery System, including payment of the infrastructure costs of one-stop centers. These payments must be in accordance with 29 CFR Part 678, Subpart E, Federal cost principles, and all other applicable legal requirements.

Minor Modifications

Non-substantive changes to the MOU that do not change the intent of the document. Minor modifications may include but are not limited to, revisions to the infrastructure budget of 15% or less of the total, adjustments to the budget resulting from reconciliation, updates to the main text or attachments that provide clarifications without changing the original intent, etc. Minor modifications to the MOU/IFA may be made with the written consent of all parties to the agreement and do not require new signatures.

Non-cash Contributions

"Non-cash contributions" are comprised of expenditures incurred by workforce system partners on behalf of the one-stop center as well as goods or services contributed by a partner program and used by the one-stop center. Non-cash contributions must be allocable to a specific cost objective to the extent of benefits received by that cost objective, and they must be valued consistent with 2 CFR

200.306 to ensure they are fairly evaluated and meet the partners' proportionate share. See 29 CFR § 678.720 (c)(2) et seq.

Partners Staff Who Do Not Provide WorkSource Services or are Not Allowed to Share in Costs

The costs associated with staff who do not provide WorkSource services or who are not allowed by statute to share costs should not be included in the calculations for cost sharing.

Proportional Share

A proportional share is the share of each partner program's infrastructure costs based upon its proportional use of the one-stop centers and the relative benefit received from that use. The concept of proportional share is used by Federal Cost Principles in the Uniform Guidance (2 CFR part 200) and is to be construed in a manner consistent with the partner programs' authorizing statutes and regulations.

Proportional Use

Local workforce development boards and partner programs are responsible for determining the proportional use of the partner programs, and they may utilize a variety of methods to determine each partner program's proportionate use and relative benefit received, including but not limited to: the proportion of a partner program's occupancy percentage of the one-stop center (square footage); the proportion of a partner program's customers compared to all customers served by the one-stop; the proportion of partner program's staff compared to all staff at the one-stop; a partner program's use of equipment or other items that support the local Workforce System; or any combination of these, or other, proportional formulas.

Relative Benefit

"Relative benefit" received by an entity participating in the One-Stop Delivery System refers to the benefit received by the program toward a specific cost objective necessary for that program's operation. Costs are only allocable to a particular cost objective based on the benefits received by that cost objective. If the benefit cannot be measured directly in an efficient and effective way, then it is appropriate to pool the costs. For the purpose of developing IFAs that will be in effect through June 30, 2019, the parties presume that each One-Stop Service Delivery System Partner Program receives relative benefit from its role within and use of the system. Therefore, consistent with TEGL 17-16, an exact or absolute measurement of benefit will not be conducted.

Reportable Customer

Customers who are recorded in a state-management information system or customers who are recorded through a locally approved process that documents participation in a service or activity offered by the local one-stop service delivery system.

Shared Operating and Shared Services Costs

Workforce System partners also may share other costs that support the operations of the one-stop centers, as well as the costs of shared services. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other workforce system partners, and business services (WIOA sec.

121(i)(2), 20 CFR 678.760, 34 CFR 361.760, and 34 CFR 463.760). As discussed in more detail in the section pertaining to personnel costs above, such costs also may include personnel expenses associated with a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that one-stop center. A portion of the costs of Local WDB staff who perform functions that are not otherwise paid with WIOA Title I funds and support the general operations of the one-stop centers may also be included as additional costs. An example of such shared operating costs would be a Local WDB staff person acting as the office manager in a one-stop center. As with any additional costs paid by partner programs for the operations of the One-Stop Delivery System, these shared operating costs must be proportionate to the use of the partner program and consistent with the Federal Cost Principles of the Uniform Guidance set forth in 2 CFR part 200.

Third-Party In-kind Contributions

“Third-party in-kind contributions” are: contributions of space, equipment, technology, non-personnel services, or other items by a non-workforce system partner to support workforce system operations in general, not a specific partner; contributions by a non-workforce system partner of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with workforce system operations, to a workforce system partner to support its proportionate share of workforce system infrastructure costs; valued consistent with 2 CFR 200.306 and reconciled on a regular basis, comparing actual expenses incurred to relative benefits received, to ensure each partner program is contributing its proportionate share of the partner.

Comprehensive Centers, which, at a minimum

1. A physical location where job seeker and employer customers can access the programs, services, and activities of all require one-stop partners, along with any additional partners as determined by the SCW as described in 20 CFR 678.305 and 34 CFR 361.305
2. Must have at least one Title I-B staff person physically (from each of the Adult, Dislocated Worker, and Youth formula programs). One Title I-B staff member can represent all three WIOA Title I-B formula programs, and
3. At least one Title III-Employment Services staff person is physically present during all hours of operation.
4. Must provide:
 - a. Career services described in 20 CFR 678.430
 - b. Access to training services described in 20 CFR 680.200
 - c. Access to employment and training activities carried out under WIOA Sec. 134 (d)
 - d. Access to programs and activities carried out by one-stop partners described in 20 CFR 678.400 through 410, including Employment Services programs authorized under the Wagner-Peyser Act, as amended by WIOA Title III
 - e. Access to workforce and labor market information.
5. Customers must have access to these programs, services, and activities during regular business days; SCW may establish other service hours at other times to accommodate the schedules of individuals (customers) who work on regular business days.
6. Must be physically and programmatically accessible to individuals with disabilities, per 29 CFR 38 and WIOA Sec. 188.
7. See state policy 1016, revision 1 section 4 definitions for full details.

Affiliated Sites, which, at a minimum,

1. Affiliate one-stop sites are access points in addition to the comprehensive one-stop site and must be implemented in a manner that supplements and enhances customer access to services as described in 20 CFR 678.310-320 and 34 CFR 681.310
2. Must:
 - a. Make available to job seekers and employer customers one or more of the one-stop partner programs, services, and activities.
 - b. Does not need to provide access to every required partner program.
 - c. The frequency of program staff's physical presence in the affiliated site will be determined at the local level with the parameters of 20 CFR 678.310
 - d. Wagner-Peyser Act employment services cannot be a stand-alone affiliate site and additional partners or partners must be physically present a combined 50% of the time the center is open per 20 CFR 678.315
 - e. Must be physically and programmatically accessible to individuals with disabilities, per WIOA Sec. 188, 29 CFR 38, and TEGL 16-16 Sec. 9.
 - f. States, in conjunction with the LWDBs, must examine lease agreements and property holdings throughout the one-stop delivery system in order to use property efficiently and effectively. Where necessary and appropriate, States and LWDBs must take expeditious steps to align lease expiration dates with efforts to consolidate one-stop operations into service points where Wagner-Peyser Act employment services are co-located as soon as reasonably possible. These steps must be included in the WIOA State Plan.
3. See state policy 1016, revision 1 section 4 definitions for full details.

Specialized One-Stop, which, at a minimum,

1. Based on local workforce needs, the SCW, in conjunction with WorkSource Partners and the Operator, may determine that a specialized center is appropriate to service particular population(s) described in 20 CFR 378.320 and TEGL 16-16.
2. Specialized Sites as described in 20 CFR 678.300 (d)(3):
 - a. Must be connected to a comprehensive one-stop site.
 - b. Must be implemented in a manner that supplements and enhances customer access to services.
 - c. Do not need to provide access to every required partner.
 - d. Must have processes in place to make referrals to these sites and the programs therein.
 - e. Wagner-Peyser Act employment services cannot be a stand-alone specialized one-stop site per 20 CFR 678.315 as an additional partner or partners must be physically present a combined 50% of the time the center is open.
 - f. Must be physically and programmatically accessible to individuals with disabilities, per 29 CFR 38, and TEGL 16-16 Sec. 9.
3. See state policy 1016, revision 1 section 4 definitions for full details.

Connections Sites, which, at a minimum,

1. Connection sites are self-service only entry points designed to enhance and supplement customer access to information such as connection to job search services, unemployment, online learning, skills development, etc.:
 - a. Must be accessible to the general public during regularly scheduled, posted days and hours.
 - b. Must be physically and programmatically accessible to individuals with disabilities, per 29 CFR 38.
 - c. Must follow branding expectations consistent with WorkSource standards and include the AJC tagline.

- d. Must be formally recognized by the BFWDC.
 - e. Any service, except self-services, delivered at a connection site must be provided by staff who are permanently assigned to a comprehensive, affiliate, or speciated site.
2. See state policy 1016, revision 1 section 3 Policy (v) Connection Sites for full details.

Note: For more information regarding One-Stop Assessment and Certification Policy 1016 Revision 1 at [Workforce Professionals Center - WorkSource System Policies & Standards \(wa.gov\)](#).

Attachment D – Summary of Partner Services

Attachment D: Summary of Partner Services								
Roles	Responsibilities	ESD	CPS	DVR	DSHS	CBC	OIC	DSB
ONE STOP PROGRAMS DELIVERED	(SEE 20 CFR 678.400)	TITLE III: WP & TAA JVSG	TITLE I: ADULT DW/NDW	TITLE IV: VOC REHAB	TANF	TITLE II: AEFLA & CARL	TITLE I: NFJP	TITLE IV: VOC REHAB
APPLICABLE BASIC CAREER SERVICES	ELIGIBILITY DETERM. FOR TITLE I ADULT, DISLOCATED WORKER OR YOUTH		X					
	OUTREACH, INTAKE, AND ORIENTATION TO ONE-STOP SERVICES	X	X	X	X	X	X	X
	INITIAL ASSESSMENT OF SKILL LEVELS AND SUPPORTIVE SERVICE NEEDS	X	X	X		X	X	
	LABOR EXCHANGE SERVICES	X	X				X	
	REFERRAL TO AND COORDINATION WITH OTHER PROGRAMS AND SERVICES	X	X	X	X	X	X	
	WORKFORCE AND LABOR MARKET EMPLOYMENT INFORMATION	X	X	X			X	
	PERFORMANCE AND COST INFORMATION ON ELIGIBLE TRAINING PROVIDERS	X	X				X	
	LOCAL AREA PERFORMANCE INFORMATION	X	X	X			X	
	INFORMATION ABOUT AND REFERRAL TO SUPPORTIVE SERVICES	X	X	X		X	X	
	ASSISTANCE WITH ELIGIBILITY FOR FINANCIAL AID FOR TRAINING AND ED INFORMATION AND ASSISTANCE REGARDING FILING UI CLAIMS	X	X			X	X	
APPLICABLE INDIVIDUAL CAREER SERVICES	COMPREHENSIVE / SPECIALIZED ASSESSMENTS OF THE SKILL LEVELS & NEEDS		X	X			X	
	DEVELOPMENT OF AN INDIVIDUAL EMPLOYMENT PLAN		X	X			X	
	GROUP COUNSELING		X		X		X	
	INDIVIDUAL COUNSELING		X	X	X		X	
	CAREER PLANNING (E.G. CASE MANAGEMENT, SEE WIOA SEC. 3(8))	X	X	X	X		X	
	SHORT-TERM PRE-VOCATIONAL SERVICES	X	X	X			X	
	INTERNSHIPS AND WORK EXPERIENCES (INCLUDING TRANSITIONAL JOBS)	X	X	X			X	
	WORKFORCE PREPARATION ACTIVITIES (SEE 34 CFR 463.34);	X	X	X			X	
	FINANCIAL LITERACY SERVICES THROUGH THE WIOA TITLE I YOUTH PROGRAM		X				X	
	OUT-OF-AREA JOB SEARCH ASSISTANCE AND RELOCATION ASSISTANCE	X	X				X	
BUSINESS SERVICES	ENGLISH LANGUAGE ACQUISITION AND INTEGRATED EDUCATION & TRNG		X			X	X	
	LABOR EXCHANGE ACTIVITIES AND LABOR MARKET INFORMATION	X	X				X	
	CUSTOMIZED SCREENING AND REFERRAL OF QUALIFIED PARTICIPANTS	X	X	X			X	
	CUSTOMIZED SERVICES TO EMPLOYERS ON EMPLOYMENT-RELATED ISSUES	X	X	X			X	
	CUSTOMIZED RECRUITMENT EVENTS AND RELATED SERVICES FOR EMPLOYERS	X	X	X			X	X
	HUMAN RESOURCE CONSULTATION SERVICES	X	X					
	CUSTOMIZED LABOR MARKET INFORMATION	X	X				X	
	DEVELOPING AND IMPLEMENTING INDUSTRY SECTOR STRATEGIES	X	X				X	X
	INNOVATIVE WORKFORCE INVESTMENT SERVICES AND STRATEGIES FOR AREA	X	X				X	
	ASSISTANCE MANAGING REDUCTIONS IN FORCE	X	X	X				
COORDINATION WITH RAPID RESPONSE	X	X				X		
THE MARKETING OF BUSINESS SERVICES TO APPROPRIATE AREA EMPLOYERS	X	X	X			X	X	
ASSISTANCE WITH ACCESS LOCAL, STATE, AND FEDERAL TAX CREDITS	X	X				X		