

## **AGREEMENT AMENDMENT B**

This AGREEMENT AMENDMENT is made and entered into between **OLYMPIC CONSORTIUM, through Kitsap County, its administrative entity**, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "**CONSORTIUM**", and Washington State Employment Security Department, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Agreement, numbered as Kitsap County Contract No. KC-092-21, and executed on March 8, 2021, shall be amended as follows:

1. Attachment A: 1. The Consortium Memorandum of Understanding and Infrastructure Sharing Agreement shall be replaced in it's entirely and replaced with the attached all partners, including ESD, approved and signed fully executed Consortium Memorandum of Understanding and Infrastructure Sharing Agreement.
  
2. Section XI Duration: shall be amended to read as follows:  
The term of the Infrastructure Sharing Agreement shall be from July 1, 2022 – June 30, 2023.
  
3. If this Agreement Amendment extends the expiration date of the Agreement, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new agreement expiration date. The Contractor shall submit the certificate of insurance to:

Alissa Durkin, WIOA Program Supervisor  
Kitsap County Department of Human Services  
614 Division St. MS-23  
Port Orchard, WA 98366-4676

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

4. Except as expressly provided in this Agreement Amendment, all other terms and conditions of the original Agreement, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

DATED or ADOPTED this 9<sup>th</sup> day of January, 2023.

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

*Charlotte Garrido*

CHARLOTTE GARRIDO, Chair

*Robert Gelder*

ROBERT GELDER, Commissioner

*Katherine T. Walters*

KATHERINE T. WALTERS, Commissioner



ATTEST:

*Dana Daniels*

Dana Daniels, Clerk of the Board

# Olympic Consortium One-Stop Memorandum of Understanding and Infrastructure Funding Agreement

**January 1,2022 to December 31,2025**



## Memorandum of Understanding and Infrastructure Sharing Agreement

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# Memorandum of Understanding (MOU)

## 1. Purpose of MOU

This Memorandum of Understanding (MOU) between the Olympic Consortium Board (OCB), the Olympic Workforce Development Council (OWDC), and WorkSource Partners, regarding WorkSource Kitsap and WorkSource Clallam, is implemented to establish a cooperative working relationship between the partners and to define roles and responsibilities in achieving objectives of the Workforce Innovation and Opportunity Act of 2014 (WIOA).

This MOU also creates a framework for providing services to employers, employees, jobseekers, and others requiring workforce services. This MOU defines the parameters within which education, workforce, social services, and other partner entities operating in Workforce Development Area (WDA1) to create a seamless, customer-focused workforce system that aligns service delivery across the board and enhances access to program services. By realizing One-Stop opportunities together, partners build community-benefitting bridges, rather than programmatic silos. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

This MOU is developed to confirm the understanding of the parties regarding the operation and management of the WorkSource Clallam and WorkSource Kitsap One-Stop centers in the Olympic Consortium. The OWDC provides local oversight of workforce programming for Olympic Consortium. The implementation of WIOA and the American Job Center (AJC) Network creates the opportunity for the OWDC to assure compliance with the mandates of the law, while the partners work together to support infrastructure and service delivery strategies. WorkSource Clallam and WorkSource Kitsap are the AJCs for the region. The term AJC is a national brand for all federally funded workforce system sites across the country.

## 2. Strategic Development

The signatories to this MOU will work together and use their resources to realize the OWDC's strategic vision, mission, principles, and objectives described here.

### **Mission**

To convene, lead, and support a vibrant group of collaborators and partners to work as a single seamless team to 1) train, place, and advance jobseekers and workers; and 2) to fill the needs of employers and industry sectors.

### **Vision**

An integrated workforce system supports a strong regional economy by creating workforce and business solutions that meet the needs of workers, jobseekers, and businesses.

## 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 review 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 innovates 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 a higher quality and level of services.
- High Quality - Adhering to an excellent standard.
- Excellent Standard – Tangible outcomes/performance.

## Objectives

The Olympic Consortium Workforce Development Area serves the three-county region of Clallam, Jefferson, and Kitsap Counties. The OWDC and all staff are dedicated to the development of a workforce system that supports business, industry, and all levels of employers and job seekers. The Olympic Consortium is a hub for gathering and disseminating information about the area's labor market and business' employment needs.

The One-Stop delivery system develops partnerships via WorkSource Clallam and WorkSource Kitsap 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 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;
- Guidance on how to make career choices;
- Paths for hiring skilled workers.

## 3. Partners and Programs

The following list outlines the federally required WIOA partners of WorkSource Clallam and WorkSource Kitsap.

- AARP Foundation
- Career Path Services (One-Stop Operator)
- Department of Labor & Industries<sup>1</sup>
- Department of Services for the Blind
- Department of Social & Health Services -Community Services Division/TANF
- Department of Social and Health Services, Division of Vocational Rehabilitation

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<sup>1</sup> Not a required partner

- Employment Security Department
- Kitsap Community Resources
- Olympic College
- Olympic Educational Service District 114
- Olympic Workforce Development Council
- Olympic Consortium Board
- Peninsula College

Mandatory One Stop Program	Administrative Agency
WIOA Title III – Wagner-Peyser	Washington State Employment Security Department (ES)
WIOA Title II-Adult Education and Family Literacy Act	Olympic College and Peninsula College
WIOA Title IV – Rehabilitation Act, as amended	Washington State Department of Social and Health Services, Division of Vocational Rehabilitation.
Title V of the Older Americans Act	AARP Foundation
Postsecondary Carl Perkins Career & Technical Education	Olympic College and Peninsula College
Trade Adjustment Assistance	Washington State Employment Security Department (ES)
Veterans Employment & Training	Washington State Employment Security Department (ES)
Community Services Block Grant Employment & Training Activities	Kitsap Community Resources and Olympic Community Action Programs
Unemployment Compensation	Washington State Employment Security Department (ES)
WIOA Title I Adult, Youth & Dislocated Workers (including those funded by WIOA Title I Statewide Activities reserved or Governors), Dislocated Worker grants, Rapid Response Additional Assistance grants.	Olympic Workforce Development Council and Olympic Consortium Board
Temporary Assistance for Needy Families (TANF)	Washington State Department of Social and Health Services, Community Services Division



## **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 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 and Special Populations, 20 CFR §680.600 Chapter V, Part 680 Subpart E; OWDC Policy(s) 5100POL,
- Priority of Service for Veterans and Eligible Spouses, WorkSource System Policy 1009 (Rev.3); OWDC Policy(s) 5100POL & 5110POL
- Buy American Provision for each party that receives funds made available under Title I or 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**

The One-Stop Partners of the MOU agree to participate in joint planning, plan development, and modification of activities to accomplish the following:

- Accessibility of the partner's applicable services to customers through the One-Stop delivery system.

- Participation in the operation of the One-Stop system, consistent with the terms of the MOU and requirements of authorized laws.
- 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.
- As authorized, 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.
- All partners and staff are required to respectfully adhere to the organizational structure established by the One-Stop Operator and approved by the OWDC.
- The WorkSource Clallam and WorkSource Kitsap 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 seeker and businesses using Human Centered Design (HCD) tools.

#### **Delivery Goals**

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

- Goal 1: Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance.
- Goal 2: Prepare job seekers with skills and credentials necessary to secure and advance employment with a sustaining wage.
- Goal 3: Clallam WorkSource and Kitsap WorkSource staff are skilled, collaborative and engaged to better serve customers.

## 5. Referral Process

The One-Stop operator is 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 a 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 ETO/WIT, if entity has access and agency approval, to assure that customer needs and expectations are readily accessible (viewable) by other partner 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 planned meeting with customer
  - Referral outcome and/or next steps to 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 OWDC and Partners shall meet federal requirements for physical accessibility at Clallam WorkSource and Kitsap WorkSource. The OWDC and Partners shall co-locate services where possible and use appropriate referrals. The OWDC 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 Clallam, Jefferson, and Kitsap counties already frequent – libraries, community centers, etc.
  - An Accessibility Subcommittee, locally known as Barrier and Access Solutions Committee (BASC) created by the OWDC to gather input from a broad spectrum of populations with barriers to employment and identify physical and programmatic barriers; recommend expansions to services to improve access for all jobseekers from all backgrounds; ensure more job seekers can connect to services and become employed; evaluate accessibility issues in the regional WorkSource System; and review WorkSource Partner recommendations for improvements to access
  - Increase 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. The OWDC anticipates continued growth in this area.
  - 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. WorkSource Clallam and WorkSource Kitsap 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.

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. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals. Also, the appropriate data sharing agreements and required certifications will be signed by authorized individuals. No language in this agreement supersedes existing data sharing agreements and the requirements thereof

## 8. Disputes

The parties agree to engage in good faith negotiations to reach an agreement on the terms of the MOU and IFA. The WorkSource System will function by consensus under the direction of the OWDC. When consensus cannot be reached, the parties to the dispute will adhere to the OWDC policy 1400POL Dispute Resolution. MOU signatories will be notified of any updates. 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.

Per WIOA Section 121(h)5 and 20 CFR 678.725-7506 , 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, as described in WorkSource System Policy 1024 Rev2: Infrastructure Funding Agreements and State Funding Mechanism.

## 9. Complaints

The WorkSource Clallam and WorkSource Kitsap Partners agree to be responsive to customer concerns and complaints and act when appropriate in accordance with the OWDC policy 1100POL Complaint and Grievance.

## 10. Non-Discrimination and Equal Opportunity (Attachment B)

Partners shall not unlawfully discriminate, harass, or allow harassment. The Partners agree to comply with the provisions of 29 CFR Part 38.35 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. 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 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.

## 12. Duration and Modification

This MOU commences on January 1, 2022 and shall remain in effect until December 31, 2025. WorkSource partners will convene bi-annually to ensure appropriate funding and delivery of services.

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)). 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.

The IFA commences on July 1, 2022 and shall remain in effect until June 30, 2023. The IFA must be agreed to by all partners no later than March 31 of each year for the subsequent program year, outlining how each will contribute to infrastructure costs of the one-stop system. WorkSource Partners will convene bi-annually to ensure continued equitable benefit of the one-stop partner programs.

## 13. Cancellation of Agreement

The Agreement may be amended at any time in writing and by mutual consent of the Olympic 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 OWDC 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) Agreement Modification language.

## 14. 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 delivery of services. No part of this agreement shall take precedence over or supersede federal laws, state laws, or collective bargaining agreements.

## 15. Operating Budget / Infrastructure Funding Agreement (IFA) (Attachment A) <sup>2</sup>

The WorkSource Clallam and WorkSource Kitsap System operating budget consists 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 One-Stop center, including technology used for the center's planning and outreach activities
  - Common identifier costs as costs of One-Stop Infrastructure<sup>2</sup>.
  - 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).

## 16. Authority and Signature

The individuals signed below have the authority to commit 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.

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<sup>2</sup> See budget sheets [page 30](#) & [page 31](#)

## 17. 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 electronic signature, or e-signature of this MOU shall be the same as 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 an original. It is recognized that some entities only use ink signatures.

### Attachments

Attachment A. Infrastructure Funding Agreement and One-stop Operating Budget

Attachment B. Equal Opportunity Guidance

Attachment C. Definitions

Attachment D. Service Matrix

Attachment E. One-Stop Operator Agreement

## Memorandum of Understanding Signatures

By signing below, partners certify that they agree with the MOU and have authority to bind their agency to the terms of the MOU as indicated below. Each signatory will have individual page attached to this document as allowed. By signing their signature to the MOU, the partners also commit themselves to the terms and condition of Attachments A, B, and C.





## Partner Modification to MOU/IFA

**ACTION REQUESTED:** Due by August 15th MOU/IFA Modification approval.

[2022-2025 MOU/IFA](#)

Click the link above to review the document.

**Signature**

**Date**

8/1/2022

*Marty Cavalluzzi*

**Name**

Marty Cavalluzzi

**Partner Agency**

Olympic College



## Partner Modification to MOU/IFA

**ACTION REQUESTED:** Due by August 15th MOU/IFA Modification approval.

[2022-2025 MOU/IFA](#)

Click the link above to review the document.

**Signature**

**Date**

8/10/2022

**Name**

Jeff Allen (on behalf of Aaron Leavell, OESD Superintendent)

**Partner Agency**

Olympic ESD 114



## Partner Modification to MOU/IFA

**ACTION REQUESTED:** Due by August 15th MOU/IFA Modification approval.

[2022-2025 MOU/IFA](#)

Click the link above to review the document.

**Signature**

**Date**

8/10/2022

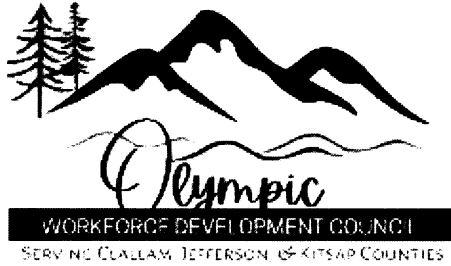
*Suzanne Ames*

**Name**

Suzanne Ames

**Partner Agency**

Peninsula College



## Partner Modification to MOU/IFA

**ACTION REQUESTED:** Due by August 15th MOU/IFA Modification approval.

### 2022-2025 MOU/IFA

Click the link above to review the document.

**Signature**

**Date**

8/11/2022

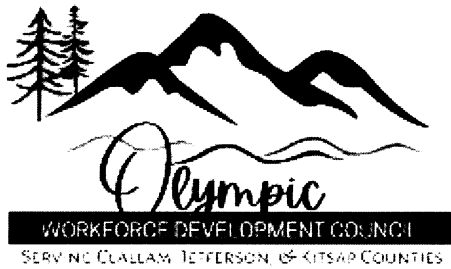
*Anthony J. Ives*

**Name**

Anthony Ives

**Partner Agency**

Kitsap Community Resources



## Partner Modification to MOU/IFA

**ACTION REQUESTED:** Due by August 15th MOU/IFA Modification approval.

[2022-2025 MOU/IFA](#)

Click the link above to review the document.

**Signature**

**Date**

8/11/2022

*Jessica Barr*

**Name**

Jessica Barr

**Partner Agency**

Employment Security Department



## Partner Modification to MOU/IFA

**ACTION REQUESTED:** Due by August 15th MOU/IFA Modification approval.

[2022-2025 MOU/IFA](#)

Click the link above to review the document.

**Signature**

**Date**

8/11/2022

*Lisa Wheeler*

**Name**

Lisa Wheeler

**Partner Agency**

Department of Services for the Blind



## Partner Modification to MOU/IFA

**ACTION REQUESTED:** Due by August 15th MOU/IFA Modification approval.

[2022-2025 MOU/IFA](#)

Click the link above to review the document.

**Signature**

**Date**

8/12/2022

*Nicke Gbehan Heard*

**Name**

Nicke Gbehan Heard

**Partner Agency**

Department of Social and Health Services, Division  
of Vocational Rehabilitation DVR



## Partner Modification to MOU/IFA

**ACTION REQUESTED:** Due by August 15th MOU/IFA Modification approval.

[2022-2025 MOU/IFA](#)

Click the link above to review the document.

**Signature**

**Date**

8/18/2022

*Marilyn Hoppen*

**Name**

Marilyn Hoppen

**Partner Agency**

Olympic Workforce Development Council





## Partner Modification to MOU/IFA

**ACTION REQUESTED:** Due by August 15th MOU/IFA Modification approval.

[2022-2025 MOU/IFA](#)

Click the link above to review the document.

**Signature**

**Date**

8/18/2022

*Babette A Roberts*

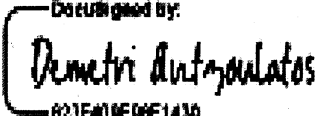
**Name**

Babette Roberts

**Partner Agency**

DSHS




Authorized Signatory	Partner	Date
<b>Demetrios Antzoulatos</b>	<b>AARP Foundation</b>	
Delegated by:  <small>821F40DE00E1430</small>	<b>Demetrios Antzoulatos</b> <b>VP Finance, Grants, and Operations</b> <b>AARP Foundation</b>	<b>8/26/2022</b>
signature	title	date



Authorized Signatory	Partner	Date
<b>Amanda Hunt</b>	<b>Department of Labor and Industries</b>	
<i>Amanda Hunt</i>	<b>Insurance Services Field Liaison Manager</b>	<b>08/17/2022</b>
signature	title	date



Authorized Signatory	Partner	Date
Andrew Dwonch	Career Path Services	
	Chief Operations Officer	11/01/2022
signature	title	date



## Partner Modification to MOU/IFA

**ACTION REQUESTED:** Due by August 15th MOU/IFA Modification approval.

[2022-2025 MOU/IFA](#)

Click the link above to review the document.

**Signature**

**Date**

10/3/2022

*Kate Dean*

**Name**

Kate

Dean

First

Last

**Partner Agency**

Chair, Olympic Consortium Board

## ATTACHMENT A – Infrastructure Funding Agreement Framework

### **WorkSource Clallam and WorkSource Kitsap Operating Budget and Infrastructure Funding Agreement (IFA) between Olympic Workforce Development Council and One-Stop program partners.**

#### **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 performance of One-Stop Services at WorkSource Clallam and WorkSource Kitsap. Through this agreement, the partners have identified those costs related to the operation and maintenance of the One-Stop Service Delivery System that are mutually beneficial and agreed upon as shared costs. Partners are listed in the MOU above, and all notices regarding this Agreement shall be given to the following:

#### **Period of Performance**

The partners deem this IFA shall be effective July 1, 2022 – June 30, 2023, regardless of the date signed by all partners, and must be agreed to by all partners no later than March 31 of each year for the subsequent program year, outlining how each will contribute to infrastructure costs of the one-stop system.

#### **Agreement Management**

The Olympic Workforce Development Council has been identified as the Agreement Manager; the Employment Security Department is identified as Fiscal Lead.

#### **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 Clallam WorkSource and Kitsap WorkSource.

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

#### **Cost Allocation Methodology & Cost Reconciliation**

FTE will be utilized as the allocation bases to determine overall partner contributions. This will be done in an effort:

- a. To remedy the imbalance of non-physically represented partners, and
- b. To comply with the requirement of partners' contributions having to be in proportion to the partners' use of the one-stop center(s) and relative benefit received.

The one-stop infrastructure operating budget for each program partner will be compared monthly to actual costs incurred. This reconciliation will be achieved by the Fiscal Lead, Employment Security Department, generating a monthly IFA billing report from the state's financial reporting system. Those actual expenditures are exported to the estimated IFA line-item budget to show each program partners' monthly contribution amount, expended to date amount, and remaining budget amount. Upon 6 months of reconciliation of the actual costs incurred, changes to the IFA resulting in increased or decreased contributions of more than 10% will require a fully signed amended MOU. The IFA will be adjusted accordingly to ensure it reflects the cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the one-stop center and relative benefit received. The Agreement Manager is required to ensure all required program partners are contributing to the infrastructure costs of the comprehensive WorkSource as agreed to in their MOU.

The partners agree performance and operation, as well as the cost allocation methodology, of this Operating Budget and IFA will be reviewed by the Agreement Manager and one-stop program partners bi-annually, or at the request of a partner.

### **Billing and Payment**

Beginning on February 1, 2022, the fiscal lead, Employment Security Department (ESD), will invoice all one-stop partners for the previous months for each partner's allocation costs. Payments shall be made to ESD on a monthly cycle moving forward. ESD must receive payment no later than thirty (30) calendar days after receipt of invoice at the following address:

Employment Security Department  
Attention: Specialized Accounting, Lori Nielsen  
PO Box 9046, MS 6000  
Olympia WA 98507  
[FSDSpecializedAccounting@ESD.WA.GOV](mailto:FSDSpecializedAccounting@ESD.WA.GOV)

### **Agreement Modification or Modifications<sup>3</sup>**

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.

<sup>3</sup> Attachment D-Definition of Minor Modification

## **Facility Alterations or Modifications**

Should any of the partners wish to make physical alterations or modifications to the facility, 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.

## **Disputes**

In the event disputes should arise regarding the terms and conditions, the performance, 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.

If the local workforce board fails to reach consensus with all the partners on the amount that each partner will contribute to the one-stop delivery system's infrastructure costs, the State Funding Mechanism (SFM) process in Section 4.b of the below policy is triggered as a "fail-safe" mechanism, though the application of capped levels of funding under the SFM may restrict the amount available for infrastructure funding in each local area. The local area shall be subject to the SFM for the program year for which consensus was not met and for any subsequent program year that all partners do not reach such agreement. WorkSource System Policy 1024 Rev2: Infrastructure Funding Agreements and State Funding Mechanism.

These steps do not supersede or replace language in WIOA or regulations.

## **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 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 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.

### **Use and Disclosure 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.

Clallam Budget and Cost Allocation

SEQUIM OI 3580		ESD BREAKDOWN							OLYMPIC WDC BREAKDOWN					OTHER PARTNER BREAKDOWN				
Clallam Estimated Infrastructure Budget (Sequim) Attachment A		CPP	TAA	Veterans	Wagner Peysers (Title III)	UI	RESEA	WorkFirst (TANF)	Olympic WDC	ESD Adult	ESD DW	One Stop	Olympic Educational Services District 114	DSHS Division of Vocational Rehabilitation (WIOA Title IV)	Dept of Labor & Industries	AARP Foundation (WIOA Title V)	Dept of Services for Blind (WIOA Title IV)	Peninsula College (WIOA Title II)
									(WIOA Title IB)	(WIOA Title IB)	(WIOA Title IB)	Operator (Title IB)	(WIOA Title IB Youth)					
FTEs	16.65	1.92	0.1	1	2.45	0.6	0.55	1.28	0.5	1.5	1.5	0.5	3	0.5	0.25	0.25	0.25	0.5
Percentage of Costs	100.0%	11.5%	0.6%	6.0%	14.7%	3.6%	3.3%	7.7%	3.0%	9.0%	9.0%	3.0%	18.0%	3.0%	1.5%	1.5%	1.5%	3.0%
<b>Estimated Infrastructure Costs</b>																		
Supplies/Materials	5,000	577	30	300	736	180	165	384	150	450	450	150	901	150	75	75	75	150
Janitorial Supplies	10,000	1,153	60	601	1,471	360	330	769	300	901	901	300	1,802	300	150	150	150	300
IT Supplies	200	23	1	12	29	7	7	15	6	18	18	6	36	6	3	3	3	6
Phones (2 Shared Phones)	720	83	4	43	106	26	24	55	22	65	65	22	130	22	11	11	11	22
Postage	100	12	1	6	15	4	3	8	3	9	9	3	18	3	2	2	2	3
Data & Document Destruction (Shredding)	300	35	2	18	44	11	10	23	9	27	27	9	54	9	5	5	5	9
Rent	222,748	25,686	1,338	13,378	32,777	8,027	7,358	17,124	6,689	20,067	20,067	6,689	40,135	6,689	3,345	3,345	3,345	6,689
Publications/Training Materials	1,000	115	6	60	147	36	33	77	30	90	90	30	180	30	15	15	15	30
Interpreter	500	58	3	30	74	18	17	38	15	45	45	15	90	15	8	8	8	15
Printer Usage (5 Units - General Use)	1,800	208	11	108	265	65	59	138	54	162	162	54	324	54	27	27	27	54
Printer Usage (1 Unit - Staff)	360	46	2	24	59	14	13	31	12	36	36	12	72	-	-	-	-	-
Printer Lease (5 Units - General Use)	4,680	540	28	281	689	169	155	360	141	422	422	141	843	141	70	70	70	141
Printer Lease (1 Unit - Staff)	936	121	6	63	154	38	35	80	31	94	94	31	188	-	-	-	-	-
Janitorial	24,175	2,788	145	1,452	3,557	871	799	1,858	726	2,178	2,178	726	4,356	726	363	363	363	726
<b>Subtotal Estimated Infrastructure Costs</b>	<b>272,519</b>	<b>31,443</b>	<b>1,638</b>	<b>16,377</b>	<b>40,123</b>	<b>9,826</b>	<b>9,007</b>	<b>20,962</b>	<b>8,188</b>	<b>24,565</b>	<b>24,565</b>	<b>8,188</b>	<b>49,130</b>	<b>8,145</b>	<b>4,072</b>	<b>4,072</b>	<b>4,072</b>	<b>8,145</b>

Kitsap Budget and Cost Allocation

SILVERDALE OI 3552		ESD BREAKDOWN							OLYMPIC WDC BREAKDOWN					OTHER PARTNER BREAKDOWN				
Kitsap Infrastructure Budget (Silverdale) Attachment A		CPP	TAA	Veterans	Wagner Peysers (Title III)	UI	RESEA	WorkFirst (TANF)	Olympic	ESD	ESD DW	One Stop	Olympic	DSHS Division	Dept of	Olympic	AARP	Dept of
									WDC (WIOA Title IB)	Adult (WIOA Title IB)	(WIOA Title IB)	Operator (Title IB)	Educational Services District 114 (WIOA Title IB Youth)	of Vocational Rehabilitation (WIOA Title IV)	Labor & Industries	College (WIOA Title II)	Foundation (WIOA Title V)	Services for Blind (WIOA Title IV)
Estimated FTEs	30.75	2.41	0.05	3	4.44	0.96	1.74	2.4	3	1.5	1.5	0.5	5	2	1	0.5	0.5	0.25
Percentage of Costs	100.0%	7.8%	0.2%	9.8%	14.4%	3.1%	5.7%	7.8%	9.8%	4.9%	4.9%	1.6%	16.3%	6.5%	3.3%	1.6%	1.6%	0.8%
<b>Estimated Infrastructure Costs</b>																		
Supplies/Materials	8,000	627	13	780	1,155	250	453	624	780	390	390	130	1,301	520	260	130	130	65
Janitorial Supplies	15,000	1,176	24	1,463	2,166	468	849	1,171	1,463	732	732	244	2,439	976	488	244	244	122
IT Supplies	200	16	0	20	29	6	11	16	20	10	10	3	33	13	7	3	3	2
Phones (3 Shared Phones)	1,080	85	2	105	156	34	61	84	105	53	53	18	176	70	35	18	18	9
Postage	100	8	0	10	14	3	6	8	10	5	5	2	16	7	3	2	2	1
Data & Document Destruction (Shredding)	300	24	0	29	43	9	17	23	29	15	15	5	49	20	10	5	5	2
Garbage	3,540	277	6	345	511	111	200	276	345	173	173	58	576	230	115	58	58	29
Rent	366,444	28,720	596	35,751	52,911	11,440	20,735	28,601	35,751	17,875	17,875	5,958	59,584	23,834	11,917	5,958	5,958	2,979
Publications/Training Materials	1,500	118	2	146	217	47	85	117	146	73	73	24	244	98	49	24	24	12
Interpreter	1,500	118	2	146	217	47	85	117	146	73	73	24	244	98	49	24	24	12
Printer Usage (5 Units - General Use)	1,800	141	3	176	260	56	102	140	176	88	88	29	293	117	59	29	29	15
Printer Usage (2 Units - Staff)	720	65	1	82	121	26	47	65	82	41	41	14	136	-	-	-	-	-
Printer Lease (5 Units - General Use)	4,680	367	8	457	676	146	265	365	457	228	228	76	761	304	152	76	76	38
Printer Lease (2 Units - Staff)	1,872	170	4	212	314	68	123	170	212	106	106	35	353	-	-	-	-	-
<b>Subtotal Estimated Infrastructure Costs</b>	<b>406,736</b>	<b>31,910</b>	<b>662</b>	<b>39,722</b>	<b>58,790</b>	<b>12,711</b>	<b>23,039</b>	<b>31,778</b>	<b>39,722</b>	<b>19,861</b>	<b>19,861</b>	<b>6,620</b>	<b>66,204</b>	<b>26,286</b>	<b>13,143</b>	<b>6,571</b>	<b>6,571</b>	<b>3,286</b>

TANF-Temporary Assistance for Needy Families  
 CPP-Claimant Placement Program  
 LVER-Local Veteran Employment Representatives  
 TAA-Trade Adjustment Act  
 DVOP-Disabled Veterans' Outreach Program

RESEA-Reemployment Service & Eligibility Assessment

## ATTACHMENT B - Equal Opportunity



**EMPLOYMENT SECURITY DEPARTMENT**  
**PO Box 9046 Olympia, WA 98507-9046**

### **EQUAL OPPORTUNITY IS THE LAW** **29 CFR Part 38.35**

“It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or The Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW., Room N-4123, Washington, DC 20210 or electronically as directed on the CRC Web site at [www.dol.gov/crc](http://www.dol.gov/crc).

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that Notice. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

## ATTACHMENT C - Definitions

### DEFINITIONS

- **Agreement Manager** - The Olympic Workforce Development Council has been designated by the partnership to act as the agreement manager.
- **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** - The methodology according to which costs associated with the maintenance of the One-Stop Delivery 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 percent of total space occupied by each partner and the percent of FTE provided on-site by each partner. These costs must be shared among one-stop partner programs based on each program's proportionate use of and relative benefit received from the One-Stop Delivery System. The contribution of each one-stop 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 combination 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 actual cost of square footage for partners on site, 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, consist 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 generalized to all partners participating in the local Workforce System. For example, case management is an individualized career services 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 funds provided to the local workforce development board or its designee by one-stop 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 Employment Security Department 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** - Non-personnel costs that are necessary for the general operation of the one-stop center, including, but not limited to:
  - Rental of the facilities;
  - Utilities and maintenance;
  - Equipment (including assessment-related 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. This may include costs associated with the development and use of the common identifier (i.e., AJC signage) and supplies.
- **Infrastructure Cost Funding** – May be in the form of (1) cash, non-cash, and third-party in-kind contributions; (2) funding from philanthropic organizations or other private entities; or (3) other alternative financing options, as described in WIOA Sec. 121(c)(2)(A)(ii). Cash funds may be provided to the local board or its designee by one-stop partners, either directly or by an interagency transfer, or by a third party. Non-cash funds are expenditures incurred by one-stop partner programs on behalf of the one-stop center; and non-cash contributions or goods or services contributed by a partner program and used by the one-stop center. Third-party in-kind contributions may consist of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to: support the one-stop center in general; or support the proportionate share of one-stop infrastructure costs of a specific partner. Non-cash and third-party in-kind contributions must be valued consistent with 2 CFR 200.306 to ensure they are fairly evaluated and meet the partners’ proportionate share and relative benefit. Partners must fairly value contributions on a periodic and annual basis.
- **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 10% 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 modification to the MOU/IFA may be made with the written consent of all parties to the agreement and do not require new signatures.
- **Proportional Share** - Proportional share is the share of each partner program’s infrastructure costs based upon its proportional use of the one-stop centers and 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** - For the purpose of this joint policy guidance, “proportionate use” refers to a partner program contributing its fair share of the costs proportionate to: (1) the use of the one-stop center by customers that may include reportable individuals and participants in its program at that one-stop center; (2) the amount of square footage occupied by the partner program in the one-stop center; or (3) another allocation base consistent with the Uniform Guidance.

- **Relative Benefit** - In determining the proportionate share, the “relative benefit” received from participating in the one-stop delivery system is another step in the cost allocation process and does not require partners to conduct an exact or absolute measurement of benefit, but instead to measure a partner’s benefit using reasonable methods.
- **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.
- **State Funding Mechanism** - Although the local one-stop operating budget contains different cost components, failure by only one of the required partner programs to reach consensus in a local area with respect to the infrastructure costs in the IFA will trigger implementation of the SFM. A failure by required partners to reach consensus on additional costs does not trigger the SFM. If the Local WDB and required one-stop partners fail to reach consensus on funding infrastructure costs under the LFM, as outlined above, this will trigger the SFM. Even if all required partners *except one* agree on the terms of the IFA, consensus is not reached, and the SFM is triggered.

ATTACHMENT D - Service Matrix

Olympic Consortium Partnership Understandings										
	DSHS DVR	ESD	OESD 114	AARP Foundation	PC	KCR	DSHS TANF	OC	DSB	L & I
Core Services	Core	Core	Core	Core	Core	Core	Core	Core	Core	Core
Outreach, intake and orientation to the information, services, programs, tools and resources available through the One-Stop System	X	X	X	X	X	X	X	X		X
Initial assessment of skill level(s), aptitudes, abilities and supportive service needs	X	X	X	X	X	X	X	X		X
Self-help job search and placement assistance	X	X	X	X	X	X	X	X		X
Access to employment opportunity and labor market information	X	X	X	X	X	X	X	X		X
Performance information and program costs for eligible providers of training services	X	X	X		X	X	X	X		
Information on the overall performance of the One-Stop System	X	X	X	X		X	X	X		X
Information on the availability of supportive services and referral to such, as appropriate	X	X	X	X	X	X	X	X		X
Information on unemployment insurance claim filing	X	X				X	X	X		X
Determination of potential eligibility for mandatory Partner Organization services and programs, and referral(s)	X	X				X	X	X		X
Information and assistance in applying for financial aid for training and education programs;	X	X	X	X	X	X	X	X		X
Access to the core services and information about the governing rules and programs of mandatory Partner Organizations.	X	X				X	X	X		X



<b>Intensive Services</b>	Intensive	Intensive	Intensive	Intensive	Intensive	Intensive	Intensive	Intensive	Intensive	Intensive
Comprehensive and specialized assessments of skill levels	X	X	X		X	X	X	X		X <sup>4</sup>
Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals	X	X	X	X		X	X	X		X
Referral to training services	X	X	X	X		X	X	X		X
Group counseling	X	X				X	X	X		X
Literacy activities related to work readiness	X	X			X	X	X	X		
Individual counseling and career planning	X	X	X		X	X	X	X		X
Case management for participants seeking training services	X	X	X			X	X	X		X
Individual job search, referral and placement assistance	X	X	X	X	X	X	X	X		X
Work experience and internships	X	X	X	X	X	X	X	X		
Short-term prevocational services (i.e. development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills and professional conduct) to prepare individuals for unsubsidized employment or training	X	X	X	X	X	X	X	X		
Post-employment follow-up services and support	X	X	X			X	X	X		X
Out of the area job search assistance/relocation assistance	X	X	X			X	X	X		
<b>Training Services</b>	Training	Training	Training	Training	Training	Training	Training	Training	Training	Training
Occupational Skills Training through Individual Training Accounts (ITAs)		X					X	X	X	
On-the-Job Training (OJT)	X	X	X	X			X	X	X	
Programs that combine workplace training with related instruction which may include cooperative education	X		X	X	X		X	X	X	
Training programs operated by the private sector	X	X					X	X	X	

<sup>4</sup> Except for L&I customers in Plan Services per Manual

Skill upgrading and retraining	X	X	X	X	X		X	X	X	
Entrepreneurial training	X				X		X	X	X	
Adult education and literacy activities provided in combination with the training services described above	X		X		X		X	X	X	
Customized Training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training	X				X		X	X	X	
<b>Business Services</b>	Business	Business	Business	Business	Business	Business	Business	Business	Business	Business
Conduct outreach regarding One-Stop System Services and products	X		X	X			X	X	X	
Conduct on-site Rapid Response activities regarding closures and downsizings as part of the Olympic Workforce Development Council-led Rapid Response team					X					
Develop On-the-Job Training (OJT) Contracts	X	X	X						X	
Provide information and services related to Unemployment Insurance taxes and claims	X									
Provide disability assistance technology and assist with disability accommodations	X	X	X		X				X	
Provide customized recruitment and job applicant screening, assessment, and referral services	X		X	X					X	
Develop customized training opportunities to meet specific employer and/or industry cluster needs	X	X						X	X	

ATTACHMENT E- One-Stop Operator Agreement

**KC-444-22 Career Path Services One Stop Operator Fully Ex**

**<https://www.kitsapgov.com/hs/CONTRACTS%20FULLY%20EXEC%20PDFS/KC-444-22%20Career%20Path%20OSO%20Fully%20EX-WIOA.pdf>**

# CERTIFICATE OF LIABILITY INSURANCE

Issue Date 1/21/2020

**ISSUED BY:**  
 State of Washington  
 Department of Enterprise Services  
 Office of Risk Management  
 PO Box 41466  
 Olympia, WA 98504-1466

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE STATE OF WASHINGTON SELF INSURANCE LIABILITY PROGRAM.

**COVERAGE AFFORDED BY**  
**State of Washington Self Insurance Liability Program**

**INSURED:**  
 State of Washington  
 Employment Security Department  
 ATTN: Carole Mathews  
 212 Maple Park Avenue SE  
 Olympia, WA 98503

THE STATE OF WASHINGTON, INCLUDING ALL ITS AGENCIES AND DEPARTMENTS, IS SELF-INSURED FOR TORT LIABILITY CLAIMS. ALL CLAIMS MUST BE FILED WITH THE STATE OFFICE OF RISK MANAGEMENT FOR PROCESSING IN ACCORD WITH STATUTORY REQUIREMENTS.

## COVERAGES

THIS IS TO CERTIFY COVERAGE DESCRIBED BELOW IS PROVIDED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE SELF-INSURANCE LIABILITY PROGRAM IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH PROGRAM.

TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE COVERAGE	Self-Insured	Continuous	Continuous	BODILY INJURY, PROPERTY DAMAGE & PERSONAL INJURY COMBINED EACH OCCURRENCE \$5,000,000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED EACH ACCIDENT \$5,000,000
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>	L & I	Continuous	Continuous	WC – STATUTORY
<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:** Coverage applies as respects tort liability claims against the State of Washington as covered by the Tort Claims Act (RCW 4.92 et seq.) The Certificate Holder is named as additional insured, but only as respects the negligence of the State of Washington.

### CERTIFICATE HOLDER:

### CANCELLATION

EVIDENCE OF INSURANCE

SHOULD THE SELF INSURANCE LIABILITY PROGRAM BE CANCELLED, THE STATE OF WASHINGTON WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT IMPOSE ANY OBLIGATION OR LIABILITY UPON THE STATE OF WASHINGTON, ITS OFFICIALS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE:**

**CERTIFICATE NUMBER CRT 2020-00465**



Jason Siems, State Risk Manager



# EMPLOYMENT SECURITY, WASHINGTON STATE DEPARTMENT OF

DUNS Unique Entity ID <b>808882914</b>	SAM Unique Entity ID <b>DZK5KDLUNMS3</b>	CAGE / NCAGE <b>3X3Q3</b>
Purpose of Registration <b>All Awards</b>	Registration Status <b>Active</b>	Expiration Date <b>Sep 21, 2022</b>
Physical Address <b>212 Maple Park Olympia, Washington 98501-2347 United States</b>	Mailing Address <b>PO Box 9046 Olympia, Washington 98507-9046 United States</b>	

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Washington 10</b>	State / Country of Incorporation <b>(blank) / (blank)</b>	URL <b>(blank)</b>

**Registration Dates**

Activation Date <b>Sep 23, 2021</b>	Submission Date <b>Sep 21, 2021</b>	Initial Registration Date <b>Jul 6, 2004</b>
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**Entity Dates**

Entity Start Date <b>Mar 1, 1937</b>	Fiscal Year End Close Date <b>Jun 30</b>
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**Immediate Owner**

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

**Highest Level Owner**

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

**Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

**Proceedings Questions**

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

**Business Types**

Entity Structure <b>U.S. Government Entity</b>	Entity Type <b>US State Government</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>(blank)</b>		

**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small

business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Government Types**

**U.S. State Government**



Accepts Credit Card Payments  
**No** Debt Subject To Offset  
**No**

EFT Indicator  
**0000** CAGE Code  
**3X3Q3**

EFT Indicator  
**5400** CAGE Code  
**8EZL0**



**Electronic Business**

☒  
**Sophal Espiritu** **212 Maple Park AVE SE**  
**Olympia, Washington 98501**  
**United States**

Sophia Espiritu 212 Maple Park AVE SE  
Olympia, Washington 98501  
United States

**Government Business**

☒  
**Sophal Espiritu** **212 Maple Park AVE SE**  
**Olympia, Washington 98501**  
**United States**

Sophia Espiritu 212 Maple Park AVE SE  
Olympia, Washington 98501  
United States



**NAICS Codes**

Primary NAICS Codes NAICS Title  
**Yes 921110 Executive Offices**



Yes, this entity appears in the disaster response registry.

States Counties Metropolitan Statistical Areas  
**Washington**