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SOUTHWEST WASHINGTON

**WSW Executive Committee Meeting**  
**[Zoom Conference Call](#)**  
**February 28, 2024 3:30 – 5:00 pm**  
**AGENDA**

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3:30	<u>Welcome</u>	<b>A.D. Simmons</b>
3:35	<u>Consent Agenda*</u> <ul style="list-style-type: none"><li>Minutes, Contract &amp; Policy Memos</li></ul>	<b>A.D. Simmons</b>
3:40	<u>MOU/IFA*</u> <ul style="list-style-type: none"><li>Approval of Workforce System MOU/IFA 2024-2027</li></ul>	<b>Amy Gimlin</b> <b>Marnie Farness</b>
3:50	<u>Finance</u> <ul style="list-style-type: none"><li>Quarterly Financial Reports</li></ul>	<b>Renny Christopher</b> <b>Barri Blair</b>
4:05	<u>CEO Update</u> <ul style="list-style-type: none"><li>Strategic Planning</li><li>March Board Meeting Agenda Draft</li><li>March &amp; August Executive Committee Meeting Reschedule</li><li>Equal Opportunity Report</li><li>EcSA RFP</li><li>WSU-V Partnership Award</li></ul>	<b>Miriam Halliday</b>
4:55	<u>Open Discussion / Other Items</u>	<b>A.D. Simmons</b>
5:00	<u>Adjourn</u>	<b>A.D. Simmons</b>

**\* - Action Required**

**NOTES**

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**March 27, 2024 – Executive Committee Meeting – WSW Office**

**April 24, 2024 – Executive Committee Meeting - Zoom**



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**WSW Executive/Finance Committee Meeting Minutes**  
**January 24, 2024**  
**4:15 p.m.**  
**Zoom Conference Call**

**Executive Committee Members Present:** A.D. Simmons, Corey Giles, Adrienne Watson, Monte Constable, Renny Christopher, Ted Sprague, and Mark Tishenko.

**Finance Committee Members Present:** Renny Christopher, Jim Lucey (NVM), John Vanderkin, Mandy Kipfer, and Bob Gustainis.

**Executive/Finance Committee Members Not Present:** Paige Spratt and Karen Bowerman.

**Staff Members Present:** CEO Miriam Halliday, Barri Blair, Denise Elliott, Linda Czech, and Traci Williams.

**Guests Present:** Craig Catlin and Athalia Bowrey with Johnson, Stone & Pagano, P.S.

**WELCOME:**

Chair A.D. Simmons opened the meeting at 4:16 p.m. and welcomed everyone in attendance.

**APPROVALS:**

Having reached quorum, Chair Simmons entertained a motion to approve the Consent Agenda, consisting of the Executive/Finance Committee minutes held on December 5, 2023, Contract Memo, and Policy Memo containing; WSW Stevens Amendment Requirements Policy #2011-1, WSW Data Privacy (PII) and Security Requirements Policy #2010-1, and WSW THRIVE – State Incentives Policy #3502.

**Corey Giles moved to approve the Consent Agenda as presented, second by Adrienne Watson. Motion carried.**

**FINANCE:**

Craig Catlin of Johnson, Stone & Pagano, P.S. (JSP) joined the meeting to present the findings from the recent fiscal audit of WSW held last December. Chief Financial Officer Barri Blair provided additional information to the members.

Craig Catlin reported that JSP performed the Uniform Guidance Single Audit, which focuses on compliance related to the use of federal funds. A clean audit resulted, with no negative findings with the design and/or performance of WSW's fiscal procedures.

Craig Catlin reported that WSW's financial statement audit, as a whole is an unmodified, clean opinion; the internal controls for financial statements and the internal controls and

compliance for the federal awards were all clean and unmodified, qualifying the organization as a low-risk auditee.

**Renny Christopher moved to approve the audit draft in its current form as presented and forward to the full board at the upcoming March Board meeting, second by John Vanderkin. Motion carried.**

**CEO UPDATE:**

CEO Halliday shared her thoughts about revising the Bylaws around board attendance, the Executive Committee will review more at the meeting in February. A Strategic Plan Task Force has been assembled with the first meeting scheduled in mid-February where the task force will focus on hiring a consultant. WSW will be holding a half-day Spring Board Retreat that will be held on May 29<sup>th</sup>, a save the date will be sent out with more information to the full board. This retreat will focus on strategic planning. CEO Halliday gave updates around the Economic Security for All – Bill 2230 that herself, along with a couple other board members were up at the capital today speaking with Representatives. An email with more information will be sent out to the full board.

**NEW BUSINESS / OTHER ITEMS**

None was forthcoming.

**ADJOURNMENT:**

With nothing further for the good of the order, Chair Simmons entertained a motion to adjourn the meeting at 4:49 p.m.

**Monte Constable moved to adjourn the meeting at 4:49 p.m.**



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## CONTRACT MEMO

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**DATE:** FEBRUARY 22, 2024  
**TO:** MIRIAM HALLIDAY, WSW CHIEF EXECUTIVE OFFICER  
WSW EXECUTIVE BOARD MEMBERS  
**FROM:** LINDA CZECH, WSW CONTRACTS MANAGER  
**RE:** CONTRACT UPDATE (JAN-FEB 2024)

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WSW ***modified*** the following contracts:

- Equus Workforce Solutions to modify budget for Opioid Disaster Recovery Dislocated Worker Grant (DWG) contract, no change in total budget **\$614,525** or end date of **September 30, 2025**.

WSW ***executed*** the following contracts:

- Equus Workforce Solutions for **\$614,525** for Opioid Disaster Recovery Dislocated Worker Grant (DWG) contract, end date **September 30, 2025**.
- Columbia River Economic Council for **\$27,500** for Business Outreach services, end date **December 31, 2025**.
- Columbia River Economic Council for **\$30,000** for Community Projects Future Leaders Project from Department of Labor, end date **December 31, 2025**.

WSW ***notification of grant award/execution:***

- WSW received a grant award modification for WIOA Title 1 from Employment Security to adjust Youth Carry-In for PY23. **No change** in total amount **\$3,202,333** or end date of **June 30, 2025**.
- WSW received a grant award for WorkSource Integrated Technology (WIT) Replacement Project consulting from Employment Security Department for **\$28,250**, end date **June 30, 2024**.
- WSW received a grant modification for Economic Security for All (EcSA) from Employment Security to increase \$120,128 for total budget **\$895,922**, no change in amount or end date of **June 30, 2024**.

### Board Approval Needed

- None



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## POLICY MEMO

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**DATE:** FEBRUARY 22, 2024  
**TO:** MIRIAM HALLIDAY  
WSW EXECUTIVE COMMITTEE MEMBERS  
**FROM:** TRACI WILLIAMS, WSW OFFICE MANAGER/EXECUTIVE ADMINISTRATOR  
**RE:** POLICY UPDATES

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### **WSW Procurement Policy 1003-5**

After consideration of the approval authority amounts, this policy was revised to increase the approval limits on contracts and subsequent modifications. Another revision, the Request for Proposals (RFP) required process for goods or services procured, the amount where that requirement applies was also increased. The other revisions to this policy were largely grammatical.

Based on the approval process, this policy approval falls under **Tier 3 Executive Committee** and Full Board **approval**.

#### **Tier 3 – Substantial**

Definition: Substantial revisions consist of significant revisions to a current policy or a State or Federal mandated “new” policy with local revisions made that will affect service delivery. These revisions require approval from both the **Executive Committee** and Full Board.

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### **WSW Supportive Service Policy 3005-11**

This was a revision to our Supportive Service Policy. This policy was revised to give more clarity around housing-related supportive services. Revised [Supportive Service Policy](#) is posted for your reference.

Based on the approval process, this policy approval falls under **Tier 1 Executive Committee** and Full Board **notification**.

#### **Tier 1 – Minimum**

Definition: Minimum revisions consist of grammar, spelling, branding changes, State or Federal mandated adjustments, or a new State or Federal mandated policy with no local revisions. These revisions would not require Executive or Full Board approval but would be included in a notification memo.

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## MEMO

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**DATE:** FEBRUARY 21, 2024  
**TO:** MIRIAM HALLIDAY, WSW CHIEF EXECUTIVE OFFICER  
WSW EXECUTIVE BOARD MEMBERS  
**FROM:** AMY GIMLIN, WSW CHIEF OPERATING OFFICER  
**RE:** WORKFORCE SYSTEM MOU/IFA

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WIOA mandates each area execute a Workforce Memorandum of Understanding (MOU) with all partners of the system. Also included in legislation is a requirement for an Infrastructure Agreement. WSW includes this agreement within the MOU therefore, it is one agreement. Legislation also mandates a renewal every 3 years. WSW takes this opportunity to review the IFA methodology, ensure service descriptions are accurate, system processes are true to what is happening in real time, and update any other language and partner contacts. This time around WSW made some minor changes to the IFA language, system processes and services.

Below is a summary of the revisions and where to locate in the attached MOU, track changes are shown for ease of finding changes:

- Page 1 – removed the COVID reference.
- Page 2-4 – removed specific strategic plan goals, strategies, and indicators. This is a strategic planning year for WSW, therefore by July many of these could change. However, we don't see the high-level mission, values, and vision changing too much. Therefore, for this iteration left the reference and will add the specifics if deemed necessary during the first modification.
- Page 9 – revised the Co-enrollment process used at the WorkSource Centers.
- Page 15-16 – revised/streamlined the IFA methodology language.
- Page 19-24 – updated Partner contacts and signatory information.
- Page 27 – added a partner responsibility around employee supervision.
- Page 28 – edited Business Services available through the system.
- Page 31 & 34 – inserted PY24 estimated IFA budget (these may change one more time before signatures as we are awaiting final numbers from partners).
- Throughout document - made multiple minor edits in punctuation, grammar, and clarifications.

All formatting issues will be resolved prior to going out for signature. At this point, there are no disputes or concerns with required partners signing or contributing to the IFA.



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## MEMO

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**DATE:** FEBRUARY 28, 2024

**TO:** WSW EXECUTIVE BOARD

**FROM:** BARRI BLAIR, CHIEF FINANCIAL OFFICER

**RE:** WSW QUARTERLY FINANCIAL REPORTS

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WSW quarterly spending reports for the second quarter of the current fiscal year are available and included in the meeting packet.

### QUARTERLY REPORTS

**WSW Coordination and Admin (Page 1, Operations):** Total spending for WSW operations is at 48.6% of budget as of December 31, 2023. Noteworthy variances are explained on the report. Many categories are not expected to be spent evenly across the year, such as Equipment, Travel, and Conferences. There are no concerns with current spending rates.

**WSW WIOA Fund Obligations (Page 2):** All active WIOA Formula Fund Grants are displayed for the three funding streams. The prior year's grant allocations are 100% obligated for all funds. Current year grants are required to be 80% obligated by June 30, 2024. Obligation totals include all contracts in place as of December 31, 2023 and all operational spending as of December 31, 2023. Only contracted funds can be obligated before they are spent. Operational costs are obligated over time as funds are expended. Obligations rates are lower than last quarter for Adult and Dislocated Worker funds due to underspending of contracts that ended and/or reported final spending during the quarter and additional AD + DW funds awarded to WSW by the state. It will be necessary to develop and implement additional program services to meet our obligation requirement for those funds.

**WSW WIOA Subcontract Details (Page 3):** This report is a detailed list of current WIOA Formula contracts by category with comparison to the total revised contract budget. Youth contracts executed last year for services in the current year are included in the youth total. The budget remaining has been noted by WSW leadership. It will be necessary to develop and implement additional program services to meet our annual investment goal.

**Grant Budget vs Actual Spending (Page 4-21):** These reports communicate the details of competitive and other state and federal grants with fixed grant terms which have been awarded to WSW. Most have line item budgets. Data displayed in the reports includes the length of the funding term, budget versus actual spending by budget line item, and contracted obligations. WIOA Formula funding is not included in this group of reports. Most of the funds are on track with expectations. Activity is expected to increase over the course of the year for those that are behind in spending relative to the length of time they have been in play. A summary of the grant reports with comments on selected data is displayed on **PAGE 4**.

**Subcontract Spending and Performance (Page 22-53):** These reports display spending and performance measured against expectations for individual programs/contracts. All funding sources are represented. The reports also display qualitative information regarding the status of the program in the form of comments developed by program management staff.



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## WSW BOARD OF DIRECTORS MEETING

Tuesday, March 12, 2024

4:00 pm to 6:00 pm

Zoom Conference Call

4:00 pm	Welcome, introduction of members, guests, and staff	
4:05 pm	Consent Agenda *	A.D. Simmons
	<ul style="list-style-type: none"><li>Minutes, Contract, Policy, &amp; Administrative Memos</li></ul>	
4:10 pm	Finance	Renny Christopher
	<ul style="list-style-type: none"><li>Audit Report *</li><li>Treasurer's Memo</li><li>Quarterly Financial Reports</li></ul>	Barri Blair
4:25 pm	Governance Committee	
4:30 pm	Sector Analysis Presentation + Discussion	Liza Morehead
		Darcy Hoffman
5:30 pm	CEO Report	Miriam Halliday
	<ul style="list-style-type: none"><li>Open Grants (RFPs)</li><li>Strategic Planning</li><li>Local Workforce Plan Public Comment</li></ul>	
5:55 pm	Public Comment	A.D. Simmons
6:00 pm	Adjourn	A.D. Simmons

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\* - Action Required





## Employment Security Department

WASHINGTON STATE

P.O. Box 9046 • Olympia WA 98507-9046

February 5, 2024

Miriam Halliday, Chief Executive Officer  
Workforce Southwest Washington  
805 Broadway Street, Suite 412  
Vancouver, WA 98660

Dear Ms. Halliday:

This letter is a follow up to the State-Level Equal Opportunity Office Monitoring Review of Workforce Southwest Washington September 27-28, 2023. My team and I are impressed with the work Workforce Southwest Washington is doing to ensure equal access to WorkSource services for all the populations in your area, and the level of compliance with the equal opportunity provisions of the Workforce Innovation and Opportunity Act (WIOA).

This review of your 2022 Equal Opportunity (EO) compliance provided an opportunity for us to learn about areas you are proud of related to equal opportunity. We really appreciate the commitment you've shown to the professional development of your staff by providing training and resources related to equity and nondiscrimination.

Attached is the 2023 Equal Opportunity and Nondiscrimination Monitoring Review Report for Workforce Southwest Washington, which contains no findings. I am pleased to share that the results of the EO monitoring we conducted were great. Your Equal Opportunity Officer, Amy Gimlin and Assistant EO Officer, Tamara Toles were very responsive and addressed items for correction in a timely manner.

We look forward to our ongoing work with you and your team, and to our continued partnership. Please let me know if we can do anything to assist you with your EO and nondiscrimination work; my phone number is 360-480-5708 and my email is [teresa.eckstein@esd.wa.gov](mailto:teresa.eckstein@esd.wa.gov).

Respectfully,

A handwritten signature in black ink that reads "Teresa Eckstein".

Teresa Eckstein  
State-Level Equal Opportunity Officer  
Employment Security Department

Cc: Amy Gimlin, Chief Operating Officer & Equal Opportunity Officer, Workforce Southwest Washington  
Tamara Toles, Quality and Compliance Manager & Assistant EO Officer, Workforce Southwest Washington

February 5, 2024

TO: Miriam Halliday, Chief Executive Officer, Workforce Southwest Washington

Cc: Amy Gimlin, Chief Operating Officer & Equal Opportunity Officer, Workforce Southwest Washington  
Tamara Toles, Quality and Compliance Manager & Assistant EO Officer, Workforce Southwest Washington

FROM: Teresa Eckstein, State-Level Equal Opportunity Officer <sup>JE</sup>

RE: 2023 Equal Opportunity and Nondiscrimination Monitoring Review Report

**Purpose of Review**

In compliance with the Nondiscrimination and Equal Opportunity (EO) provisions of the Workforce Innovation and Opportunity Act (WIOA), the State-Level EO Office completes annual compliance monitoring reviews of each Local Workforce Development Board (LWDB) within Washington State.

**Elements of Review**

The State-Level EO and nondiscrimination monitoring review of Workforce Southwest Washington took place September 27-28, 2023, and included an entrance meeting and review, an interview with a program manager, employee and customer interviews, and a facility walkthrough and ADA review at WorkSource Vancouver.

Prior to our visit, we conducted a desk audit of the monitoring documents submitted by Equal Opportunity Officer Amy Gimlin, and of the Workforce Southwest Washington website. The discrimination complaint forms posted on the website did not have the local EO Officer contact information. Workforce Southwest Washington updated the forms to include Ms. Gimlin's information.

**Entrance Meeting**

We met with Ms. Gimlin and Ms. Toles on September 27, 2023, to review the monitoring agenda, the purpose of the monitoring review, and the elements of the review. I provided updates on current work the State-Level EO office is conducting. Ms. Gimlin and Ms. Toles shared information about your continued commitment to providing accessible services to all populations in your community and how well you have woven equal opportunity into all of your work. You shared Workforce Southwest Washington is also committed to professionally developing staff, which includes implementing a climate equity survey to help inform Workforce Southwest Washington of staff training and professional development needs. You also shared Workforce

Southwest Washington has committed to conducting professional development every quarter for all system staff, which includes bringing in a facilitator and team building exercises.

### **Workforce Southwest Washington Review**

We reviewed the monitoring documents submitted by Workforce Southwest Washington on September 27, 2023, with Ms. Gimlin and Ms. Toles, and items noted from our desk audit. Below is information about how Workforce Southwest Washington is complying with the elements of the Nondiscrimination Plan.

#### **NDP Element I: Designation of EO Officers and EO Training**

Amy Gimlin is the EO Officer for Workforce Southwest Washington, and Tamara Toles assists Ms. Gimlin with EO duties. They both attend EO conference calls, training, and conferences provided by the State-Level EO Officer.

Workforce Southwest Washington makes its EO Officer's identity known to participants and service providers through Equal Opportunity is the Law posters, EO Notice, its website, and EO training for staff.

Ms. Gimlin provides EO training to staff and partners every year and maintains a spreadsheet to track attendance and training dates.

#### **NDP Element II: Notice and Communication**

##### **EO Notice Posters, EO Taglines and Effective Communications**

Workforce Southwest Washington provides notice that it does not discriminate in the delivery of programs and services in the following ways:

- There are WIOA Equal Opportunity is the Law posters in the centers and in the staff break rooms, which contain the required language at 29 CFR Part 38.35.
- Participants are signing the Notice of Right to file a discrimination complaint in the management information system.
- The EO tagline is included in all brochures, pamphlets, flyers, in radio and cable announcements, and on the website.
- Workforce Southwest Washington ensures continuing notice is provided to employees and applicants for employment that they do not discriminate on any prohibited grounds by listing the EO tagline on their websites and job advertisements, and by providing training to staff.
- Workforce Southwest Washington ensures continuing notice is provided to sub-recipients and contractors that they do not discriminate on any prohibited grounds by reviewing EO requirements with them, listing EO requirements and assurances in contracts, posting policy on their website, and reviewing nondiscrimination requirements during EO training.
- Workforce Southwest Washington ensures continuing notice is provided to members of the public with disabilities, including individuals with impaired vision and hearing that they do not discriminate on any prohibited grounds, by displaying the Equal Opportunity is the Law posters, listing the EO tagline in brochures and

- communications, and notifying customers of their rights to file a discrimination complaint.
- Workforce Southwest Washington communicates to its service providers and sub-recipients the requirement not to discriminate on the basis of disability and the obligation to provide reasonable accommodations by placing applicable language in its contracts and through EO training.

### **NDP Element III: Assurances**

A review of a sample contract showed that not all of the USDOL-required assurance language found at 29 CFR 38.25 was in the sample contract. Workforce Southwest Washington updated their contract template to include the full language, and notified their subrecipients with memos for existing contracts.

### **NDP Element IV: Affirmative Outreach Communications and Outreach**

- Workforce Southwest Washington markets its services through their broad network of community-based organizations, including agencies that provide services to diverse populations.

### **Access for LEP Customers**

- Staff have access to Language Link for telephone interpretation services, and bilingual staff are available to assist customers.
- Documents are translated into Spanish and Chuukese based on request and need.
- Equal Opportunity is the Law posters are displayed in English, Spanish, Russian and Chuukese and can be translated or interpreted based on request and need.
- Service providers offer services to customers with limited English proficiency in their preferred language by translating documents or hiring interpreters as needed.

### **Access for Customers with Disabilities**

- Accessible workstations and technology are available for individuals with disabilities, including adjustable computer workstations. Computers have software that enlarges font size, reads text, and magnifies text.
- Workforce Southwest Washington provides reasonable accommodations when needed.
- Workforce Southwest Washington uses the Washington Relay Service for telephone communications with hearing and speech-impaired customers. Pamphlets and flyers with center telephone numbers include the relay service number.
- Sign language interpreters are provided as needed.

### **NDP Element V: Compliance with Section 504 Nondiscrimination On the Basis of Disability**

- Workforce Southwest Washington provides reasonable accommodations for disabilities for its staff and customers. In addition to EO posters and the use of the EO tagline, Workforce Southwest Washington discusses the availability of

- accommodations during the registration and hiring process.
- Workforce Southwest Washington provides accommodations upon request and need.

#### **NDP Element VI: Data and Information Collection and Maintenance**

With the implementation of WorkSourceWA.com, customers answer EO data questions without staff assistance. Workforce Southwest Washington will conduct statistical analysis when this function becomes available in the management information system.

#### **NDP Element VII: Monitoring Recipients for Compliance**

Workforce Southwest Washington conducted the following equal opportunity monitoring in 2022:

##### **Service Providers**

- Equus Workforce Solutions - NDWG, EcSA, Special Projects - May 2022
- Equus Workforce Solutions - One Stop Operator - April 2022
- Goodwill of the Olympics and Rainier Region – WIOA Youth - November 2022 to January 2023
- Next Youth Center - WIOA Youth - November to December 2022

##### **Facilities**

- Next Youth Center – November 2022
- WorkSource Vancouver – April to May 2022
- WorkSource Cowlitz/Wahkiakum – April to May 2022
- Longview Work Opportunity Center – November 2022

Workforce Southwest Washington's monitoring reports combined program fiscal and EO monitoring and are based on program year. For future monitoring reports, we requested that Workforce Southwest Washington address all elements of the Nondiscrimination Plan, and include specifics on deficiencies found during EO monitoring and EO facility reviews, with corrective action taken or plans to correct items. Workforce Southwest Washington will also identify the monitoring dates of each service provider and facility, so we can easily identify when monitoring was conducted in the calendar year we are reviewing. Workforce Southwest Washington adjusted the report template they use to include these elements for future reports.

#### **NDP Element VIII: Complaint Processing Procedures**

Workforce Southwest Washington models their complaint processing procedures after the state's WorkSource System Discrimination Complaint Processing Policy and Handbook to process discrimination complaints. Customers and employees are able to access the policy through the Workforce Southwest Washington website.

Workforce Southwest Washington had no discrimination complaints filed during the review period. Workforce Southwest Washington maintains a discrimination complaint log. Discrimination complaints are forwarded to the Local EO Officer.

Customers receive the EO Notice during intake and sign the notice to indicate they have received the notice and understand the process for filing a discrimination complaint.

#### **NDP Element IX: Corrective Actions/Sanctions**

There were no corrective actions or sanctions applied during the monitoring period. Depending on the nature of the violation, Workforce Southwest Washington would notify the recipient verbally and in writing and provide guidance to voluntarily correct the violation within an established timeframe. Workforce Southwest Washington would follow up to address any additional questions or concerns.

#### **State EO Onsite Monitoring**

The State EO office conducted an onsite EO monitoring review of Workforce Southwest Washington's service providers and facilities. Information from our review is described below.

##### **Interview with Service Provider Manager**

We met with Next Director Haley Hansen, who was knowledgeable about the EO requirements and demonstrated that they are well prepared to provide accessible service. She shared Next is working to strengthen their partnerships with adult transition programs, as some of their services can benefit youth customers. She shared they are also connected with the school district and have staff come to Next to teach the work readiness program workshops.

##### **Employee/Customer Interviews**

We did not conduct employee or customer interviews because we used the majority of the monitoring review to conduct an ADA review of WorkSource Vancouver.

##### **Participant File Reviews**

There were no paper participant files to review; all files are maintained electronically. Ten participant files were reviewed in the management information system, and none contained medical information.

##### **Medical File Reviews**

There were no medical files to review.

#### **WorkSource Vancouver Walkthrough**

##### **EO Posters**

WIOA Equal Opportunity is the Law posters were posted in English and Spanish, in reasonable numbers and places, including the resource room, training rooms, and staff break room.

### **EO Tagline**

The EO tagline was incorrect or missing from three flyers and an employment application. Workforce Southwest Washington corrected this by working with staff to put the correct EO tagline on these documents or removing documents no longer in use. These were resolved November 14, 2023.

### **Assistive Technology**

The resource room has an accessible workstation with an adjustable table, adjustable chair, and large monitor.

### **Building Accessibility**

- There was only one accessible parking space, but more than 25 parking spots. The original accessible parking space is not located on the closest accessible route to the accessible entrance. Workforce Southwest Washington added two more accessible parking spaces, closest to the accessible route to the accessible entrance.
- The aisles were not wide enough in PC Lab 106, PC Lab 105, and Classroom 107. Workforce Southwest Washington worked with the One-Stop Operator to adjust the aisles to allow for 36 inches on November 27, 2023. The OSO will periodically monitor the width of the aisles to ensure they remain in compliance.
- The women's restroom door took 7 pounds of pressure to open. The OSO worked with the Property Manager to adjust the door pressure to less than 5 pounds pressure to open. This was resolved in November 2023.

### **Reception/Welcome Area**

The employee greeting customers at the time of our visit demonstrated an understanding of how to use Washington Relay Service to assist customers who are deaf or hard of hearing, and how to assist customers with LEP, including how to call for interpretation services and the location of the I-Speak card.

### **Summary**

Workforce Southwest Washington demonstrates a strong commitment to equal opportunity and nondiscrimination under your leadership. Ms. Gimlin is doing a great job as your EO officer. She and Ms. Toles are very knowledgeable and are a great resource to staff and partners in your area.

If you have questions or disagree with this report, I will meet with you to discuss the issues. The process outlined in the WIOA Equal Opportunity and Nondiscrimination Monitoring guide will be followed. If mutual agreement or voluntary compliance cannot be reached, the corrective action procedures provided in the Washington State Nondiscrimination Plan will be followed, per the U.S. Department of Labor, Civil Rights Center.



## **PROCUREMENT POLICY**

### **POLICY: #1003 Revision 45**

Original Policy Date: 7/23/2003

Effective Revision Date: 8/28/20193/12/2024

## **SECTION I – RESPONSIBILITY AND AUTHORITY**

### **A. General Responsibilities**

The primary procurement responsibility of Workforce Southwest Washington (WSW) is to provide oversight and guidance to WSW staff and all subrecipients to ensure that legal and performance requirements are met and to ensure that procurement processes are consistent, fair, and supportive of WSW's goals and objectives.

Staff members are responsible for the development, implementation, monitoring, and maintenance of all procurement activities in such a way as to meet the requirements of applicable laws, regulations, policies, and procedures.

### **B. Legal Citation**

This policy complies with standards in the following federal and state laws and rules:

1. [Workforce Innovation and Opportunity Act \(WIOA\) of 2014](#);
2. [OMB Super Circular 2 CFR Part 200.3178 through 200.327](#);
3. The Revised Code of Washington (RCW);
4. [Workforce Innovation and Opportunity Act, Final Rules](#); and
5. [Employment Security Policy #5404-1015 Procurement and Selection of One Stop Operators and Service Providers](#).

### **C. Authority**

WSW, a nonprofit Washington corporation, possesses the ultimate legal authority within its jurisdiction for awarding, withdrawing from, or assigning contracts. The following authority has been delegated by the corporation for procurement and contracting activities:

Disbursement of Funds	Decision Making/Signature Authority		
	Full Board	Executive Board	Chief Executive Officer*
Contracts for service providers funded from annual allocations**	X Ratification of Executive Board's approval	X Approval	X Contract approval
Mid-year contract modifications***			X
All other contracts \$ <del>5</del> <u>100</u> ,000 and under			X
All other contracts \$ <del>1050</del> <u>100</u> ,001 to \$ <del>2500</del> <u>250</u> ,000	X****	X	X



All other contracts greater than- \$2050,001	X Ratification of Executive Board's approval	X Approval	X Contract approval
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\*The Chief Executive Officer may delegate authority for contract approval during ~~his/her~~their absence.

\*\*Service provider allocations will be approved by the Executive Board and ratified by the full board

\*\*\* Modifications to those contracts which were approved by the Board previously or remain under \$50100,000.

\*\*\*\*Contract approval for those contracts between \$1050,001 and \$2500,000 will not require approval by the Full Board **only** if the contracts are ~~time-sensitive~~time sensitive. All contracts approved in this manner will be listed in the full board materials for review at the first following Board of Directors meeting.

#### **D. Exclusions**

Purchases of the following items are specifically excluded from this procurement policy: 1) On-the-Job Training (OJT) as covered by the WSW [Training Handbook](#) and provided by a properly procured service provider; 2) Individual Training Accounts (ITA) with Eligible Training Providers as covered by the WSW Training Handbook (specific federal requirements are defined in [WIOA Law Title 1, Subtitle B, Chapter 3](#) – Eligible Training Providers and provided by a properly procured service provider; and 3) expenses covered by WSW's Travel Reimbursement procedure as part of the WSW Personnel Handbook.

## **SECTION II – CONFLICT OF INTEREST**

#### **A. Code of Conduct Applicability**

WSW Board members, the Executive Board of County Commissioners, and WSW employees, agents, subrecipients, and contractors shall comply fully with the WSW Code of Conduct Contents (below), as well as with the rules and opinions governing conflict-of-interest situations contained in the following documents: State of Washington [Conflict of Interest #5405 Rev 2](#); United States Department of Labor (USDOL) laws; [Workforce Innovation and Opportunity Act \(WIOA\) of 2014](#); and [OMB SuperCircular 2 CFR 200](#). Should federal, state or [WSW Conflict of Interest Policy](#) contain differing provisions, the most stringent interpretation shall apply.

#### **B. Code of Conduct Contents**

WSW Code of Conduct includes, but is not limited to, the following provisions:

It is a breach of ethical standards for WSW board members, Executive Board of County Commissioners, contractor or subrecipient staff, or an employee or agent of WSW to knowingly participate, directly or indirectly, in a procurement when:

- They or a member of their immediate family has a financial interest in the procurement;
- A business organization in which they or a member of their immediate family has a financial interest in the procurement; or
- A business or other organization with which they are negotiating an arrangement concerning prospective employment is involved in the procurement.

Whenever an individual discovers or becomes aware of an actual or potential conflict, he/she should promptly withdraw from the procurement. Members of the Board of Directors shall recuse themselves from any voting actions ratifying a contract in which they, their business, or their immediate family have an interest.

#### **C. Disclosure**

Any WSW board member, member of the Executive Board of County Commissioners, or WSW employee or agent who has or obtains any benefit from any WSW contract with a business in which ~~he/she~~they ~~has~~have financial interest must report this to the Executive Board through the Chief Executive Officer in writing.

#### **D. Gratuities and Kickbacks**

It is a breach of ethical standards for anyone to offer, give, or agree to give any WSW employee or former employee, or for a member, employee, agent, or former employee to accept from another person a gratuity or an offer of employment in connection with any procurement.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor/subrecipient under a contract to the prime contractor/subrecipient or higher tier subcontractor, or any person associated with these, as an inducement for the award of a subcontract.

#### **E. Contingent Fees**

It is a breach of ethical standards for anyone to be retained or to retain anyone to solicit or secure a contract for commission, brokerage, or contingent fee or a promise of such payments. This prohibition does not apply to the hiring of bona fide employees or contracting for help with grant or proposal writing.

#### **F. Use of Confidential Information**

It is a breach of ethical standards to use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person.

#### **G. Breach of Standards**

Any person willingly involved in a breach of ethical standards or found to be directly or indirectly benefiting from a conflict of interest may be subject to disciplinary action.

### **SECTION III – GENERAL PROCUREMENT REQUIREMENTS**

1. All procurements shall be conducted in a manner that maximizes full and open competition, regardless of the procurement method. Competitive procurements shall not unduly restrict or eliminate competition as outlined in CFR 200.319.
2. All expenditures must be necessary and will be reviewed for reasonableness, allowability, allocability, and proper procurement was followed.
3. All construction, remodeling or renovation must have prior written approval from funding source.

4. All purchases of equipment with a per-unit acquisition price of \$5,000 or more and a useful life of more than one (1) year require written approval from the funding source.
5. All procurements of program services and large purchases shall clearly set forth all requirements which proposers must fulfill and all other factors to be used in evaluating proposals.
6. Competitive procurement is the required process for procuring One-Stop Operators (once every four years) and subrecipients to provide WIOA program services (once every three years). All other competitively procured contracts may be renewed up to four years then must be reprocured.
7. Where appropriate, an analysis shall be made of lease/rental versus purchase alternatives to determine which approach is most economical.
8. Consideration shall be given to either consolidating or breaking up procurement actions to maximize competition.
9. WSW may “tag on” to other agencies’ procurements or use common goods and services where it fosters greater economy and efficiency.
10. WSW will use federal excess and surplus property whenever it is feasible and results in cost savings.
11. A factor to be considered in selecting agencies or organizations to deliver services shall be the effectiveness of the agency or organization in delivering comparable or similar services based upon the meeting of demonstrated performance goals, cost, the quality of training, and participant characteristics.
12. Efforts shall be made to include community-based organizations, small businesses, minority-owned firms, women-owned firms, historically African-American and Native American colleges and universities, and faith-based organizations in the solicitation process.
13. WSW must seek to avoid the procurement and purchase of duplicate facilities or services otherwise available in the area; unless it is demonstrated that alternative services or facilities would be more effective or more likely to achieve performance goals.
14. In identifying any program income or profit to be earned by the proposer, the following factors shall be considered in determining whether program income or profits are excessive:
  - Complexity of work to be performed;
  - Risk born by contractor/subrecipient;
  - The contractor’s/subrecipient’s investment;
  - The amount of subcontracting;
  - The quality of the contractor’s/subrecipient’s record of past performance;
  - Industry profit rates in the surrounding geographical area; and
  - Market conditions in the surrounding geographic area.
15. WSW requires accurate and complete reporting of allowable stand-in costs.

## **SECTION IV – SUBRECIPIENT OR CONTRACTOR DETERMINATION**

Anticipated purchases are either from “subrecipients” or from “contractors.” This determines the type of contract terms to be used and affects the cost or price analysis.

#### **A. Subrecipient**

A subrecipient is a legal entity to which an award of federal funds is made, and which is accountable for the use of funds provided. Subrecipients generally perform the following activities:

- Determine eligibility for a federally funded program;
- Have performance measured against the objective of the federal program;
- Have responsibility for programmatic decision-making;
- Have responsibility for adherence to applicable federal program compliance requirements (for example, the WIOA regulations); and
- Use federal funds to carry out a program, as opposed to providing goods or services to a service provider.

#### **B. Contractor**

A contractor is a dealer, distributor, merchant, or other seller providing goods or services that are required for the operation of a federal program. The following activities are indicative of a contractor relationship with an organization:

- Provides the goods and services within normal business operations;
- Provides similar goods or services to many different purchasers;
- Operates in a competitive environment;
- Provides goods or services that are ancillary to the operations of the federal program; and
- Is not subject to federal compliance requirements.

The determination of a subrecipient as opposed to a contractor takes into account all of the characteristics related to the type of provider. No single factor is used. See the following table for further clarification on contractor/subrecipient determination. Persons may also use the [Subrecipient versus Vendor Determination Form](#) to aid in the selection of contract terms.

### **Contractor/Subrecipient Relationship Determination**

<b>Factor</b>	<b>Contractor</b>	<b>Subrecipient</b>
Activity*	Sell deliverables (goods/services)	Provide services
Assistance Arrangement	Buyer-sell	Financial assistance to operate program
Federal Rules	N/A	Compliance

Purpose of the Award	To provide specific goods or services	To carry out a program role
Receipt of Funds**	Number of items delivered	Cost-incurred or performance met
Risk	Risk to contractor	Share risk with awarding agency
Type of Product	Provide specific product or service ancillary to the federal program	Design a program to meet a broader goal such as performance outcomes

\*There may be instances where it is possible to obtain the same type of services under either a contractor or a subrecipient award

\*\* Performance and outcome-based payments are possible under both contractor and subrecipient awards.

## SECTION V – PROCUREMENT PROCESS

### A. Levels

WSW groups procurement requirements for materials and services into three levels, in accordance with [2CFR200.320](#) and [2CFR200.323](#). The levels are defined as:

#### Level 1 – Large

Amounts above \$250,000:

- Must be procured by competitive proposals, meeting the standards outlined in 200.320(d) for broad publication and solicitation as well as technical evaluation. See also detailed requirements in Section V below.
- Cost or price comparisons must be performed on all proposals in this category. The form/process used is based on what is outlined in the RFP. May use the [Price Analysis Form](#) as start for documentation.
- An independent estimate must be formed in advance of proposals received.

#### Level 2 – Small

Amounts less than or equal to \$250,000 and more than \$10,000:

- Price or rate quotations must be obtained from an adequate number of qualified sources.
- Price analysis should be documented using the [Cost Comparison Form](#).
- Small purchases costing more than ~~\$50~~100,000, must be procured using a competitive procurement method.

#### Level 3 – Minor

Amounts less than or equal to \$10,000:

- Aggregate dollar amount does not exceed \$10,000.

- Price deemed reasonable. Documentation must include one of the following: written quotes from qualified sources, “tag on” purchases, catalog or market price reviews, and other means undertaken to establish price reasonableness and to foster economy and efficiency in all purchasing decisions.
- Distribute purchases equitably among suppliers.

In developing cost estimates for prospective purchases or operating services, consider the maximum anticipated need for similar items or services over an estimated period of 12 months. If there is any reasonable likelihood that costs may exceed the highest dollar limit of the applicable procurement level, use of the next higher procurement level is strongly recommended.

Procurement activities and procedures described in this policy and prescribed by 2 CFR are designed to adhere to procurement requirements applicable to expenditures of federal funds and are not required and may not be applicable when non-federal funds are used to make purchases. Authorization to use a given procurement method rests with the Chief Executive Officer or his/her/their designee.

## **B. Types of Procurement Methods**

### **a. Request for Proposals (RFP)**

The RFP is a set of documents that includes a description of the product(s) or service(s) desired, enabling a potential contractor/subrecipient to submit a proposal. The RFP will include information necessary to evaluate proposals submitted.

A RFP method is used when:

1. The service needed precludes developing a specification or purchase description so precise that all proposers would have an identical understanding to approach the requirements; **and**
2. Two or more responsible suppliers are likely to be willing and able to compete effectively for the award; **or**
3. Procurement of One-Stop Operators or subrecipients to provide WIOA program services; **or**
4. Goods or services procured for \$5100,000 or more; **or**
5. Goods or services are best procured by this method regardless of cost.

### **b. Request for Qualifications**

A request for qualifications is used when the same conditions listed above under the description of a RFP exist and agency wishes to solicit a number of qualified providers who will work as a team. It may also be used to solicit and determine the most qualified providers from which a competitive procurement will result.

### **c. Request for Quote**

A request for quote is a solicitation for goods or services in which an agency asks suppliers to submit a price quote on the chance to complete specific tasks or



projects. Request for quotes generally ask for a more comprehensive price quote for something that is well-defined and quantifiable, such as hardware.

**d. Cost Analysis**

An analysis of goods or services. Once analysis is done on goods or services from each proposer, a comparison is completed. A cost comparison is done with ~~two~~three or more quotes or proposals. Analysis and comparison should be done using the same criteria on identical or similar goods or services.

**e. Tag On**

Agencies may use other agencies' procurements or use common goods and services where it fosters greater economy and efficiency. Competitive procurement requirements may be met by the use of competitive procurement by another agency. Tag-on agencies may include, but are not limited to, federal, state and local governments, and nonprofit entities who maintain documentation of an open, competitive selection process. Considering tag-on purchases does not preclude a price or cost analysis and comparison.

**f. Written into Grant**

In some cases, subrecipients can be written into the original grant as "required partners". In most cases, this requires prior approval from the funding agency. Documentation of approval must be kept in their file. If a grant is awarded with named subrecipients, that becomes the approved procurement method (sole source). No further procurement is needed based on the funder's requirement that they be partners in the project. Their proposed services and costs are included in the proposal and accepted as such ~~directed~~by the funder.

**C. Competitive Procurement**

**a. Request for Qualifications Contents**

As applicable, Request for Qualifications, shall include the following information:

1. Name and address of requesting agency (ie: WSW);
2. Name and contact information of person to contact;
3. Detailed description a specific project completion requested;
4. Funding parameters;
5. Requirements for preparation and submission package, due date, content and format, number of copies, and the location/email address and the person to whom the package should be submitted;
6. Process and procedure by which the package will be evaluated, including identification of specific criteria to be used;
7. Description of the procedures for responding to inquiries;
8. Must include Stevens Amendment statement following WSW Policy #2011
- ~~8-9.~~ Description of next steps once qualifications are evaluated and the process for responding to the upcoming RFP; and
- ~~9-10.~~ Appeal procedures for contesting results.

## **b. Request for Quotes Contents**

As applicable, Request for Quotes, shall include the following information:

1. Name and address of awarding agency (ie: WSW);
2. Name and contact information of person to contact;
3. Detailed description of specific goods or project completion requested;
4. Funding parameters;
5. Technical requirements for the material, product, or service to be procured including specific features of "brand name or equal" products;
6. Requirements for preparation and submission of quote, due date, content and format, number of copies, and the location/email address and the person to whom the quote should be submitted;
7. Process and procedure by which the quote will be evaluated;
8. Description of the procedures for responding to inquiries;
9. Must include Stevens Amendment statement following WSW Policy #2011.
- 9-10. A schedule for the receipt of quotes and approximate dates for review and award; and
- 10-11. Appeal procedures for contesting results.

## **c. Request for Proposal Contents**

As applicable, Request for Proposals, shall include the following information:

1. Name and address of awarding agency (ie: WSW);
2. Name and contact information of person to contact;
3. General description of the program, including identification of the applicable federal and state laws and regulations with which the subrecipient must comply;
4. The population to be served and minimum service levels to specific target groups;
5. An estimate of the number/range of individuals to be served and expected performance in each activity including timeline if applicable;
6. A Statement of Work or Specifications, which explains what needs to be accomplished. This is the portion of the solicitation that defines the program goals and objectives. It represents a description of the services to be acquired;
7. Applicable program staff requirements;
8. Funding parameters by activity;
9. A description of the training and/or services to be provided, including the period of performance;
10. Applicable monitoring and reporting requirements, including, but not limited to, data entry, performance, and financial reporting;
11. Criteria for performance and fiscal accountability;
12. Other services or requirements (e.g., responsibility for eligibility determination, responsibility for support payments, audit requirements, etc.);



13. Prohibition against subcontracting without prior approval;
14. Request for a line item budget of proposed costs, including any profit to be gained and/or funds to be contributed;
15. Request for a budget narrative to explain allocated item(s) that are not self-explanatory on the line item budget;
16. Request for established programmatic and financial capability to perform work;
17. Requirements for preparation and submission of the proposal, due date and time, content and format, number of copies, and the location and the person to whom the proposal should be submitted;
18. Scoring criteria including the process and procedure by which the proposals will be evaluated for competitiveness, allowability, and reasonableness;
19. Description of the procedures for responding to inquiries;
20. A schedule for the receipt of proposals, and approximate dates for review and award;

21. Must include Stevens Amendment statement following WSW Policy #2011.

21-22. Appeal procedures for contesting the procurement result; and

22-23. Include assurances that the proposer will comply fully with nondiscrimination and equal opportunity provisions, as well as all the applicable requirements imposed by WIOA laws and regulations, including but not limited to lobbying, debarment, suspension, drug-free workplace, signature authority, ownership, organization, management capabilities, financial resources, and audit history.

#### **d. Notice & Advertisement**

Procurement Requests for Qualifications, Quotes and Proposals shall be widely distributed to all interested parties and advertised in multiple ways that will reach a suitable audience. Notice elements are to include:

1. Posting on the WSW website ([www.workforcesw.org](http://www.workforcesw.org));
2. Advertising in one or more media outlets including social media;
3. WSW Program Staff notification to WSW Board of Directors of upcoming RFP solicitations;
4. Posting of RFP must be out for solicitation for a minimum of 30 days if procuring One-Stop Operators or for WIOA program subrecipients. Minimum posting times for all other requests are at the discretion of staff;
5. Direct local contact, which includes contacting known referrals and entities that have expressed specific interest; and
6. May include direct national solicitation, which may include known referrals and national entities that have expressed interest in responding.

#### **e. Proposal Evaluation**

All competitive proposal responses will be evaluated pursuant to the criteria identified in the procurement document. The following evaluation procedures generally apply:

1. Initial Proposal Review: Upon receiving proposals, staff will conduct an initial review of proposal packages to determine completeness and adherence to the requirements defined in the procurement request document. Incomplete and other non-responsive proposals may be removed from further consideration.
2. Technical Evaluation: Evaluation criteria and selection methodology will be listed in the procurement request document. Staff will develop an evaluation form for use in the evaluation process. While evaluation criteria may change from project to project, most proposal reviews shall consider the following elements:
  - a. Administrative and technical competence, including satisfactory record of integrity, business ethics and fiscal accountability;
  - b. Program design and how that compliments WSW Strategic Plan, including proposer's ability to meet requirements in procurement request document (e.g performance, budget, timeline);
  - c. Past experience and demonstrated effectiveness in delivering the same or similar services (e.g job training, service delivery, past performance, past fiscal integrity);
  - d. Organization and staff qualifications, including necessary organization, experience, accounting and operational controls;
  - e. Cost effectiveness. Factor(s) in addition to price or cost will be considered in making an award.
3. Evaluation Committee: A committee may be established to discuss ratings and to reach a consensus after each individual has reviewed the proposals and developed preliminary ratings. An Evaluation Committee is required for One-Stop Operator and WIOA program service proposals. The evaluation committee may, at its discretion, interview any or all proposers to clarify responses and/or elicit additional information to assist in making a final determination. All reviewers must certify no real or apparent conflict of interest exists. Documentation describing the evaluation and selection process will be maintained by staff.

**f. Procurement Commitment and Awards**

The following steps are taken once the evaluation process is complete:

1. If applicable, the evaluation committee presents their recommendation for award to WSW Executive Board. If approved, the recommendation moves forward to the WSW Board of Directors for final approval of award. If not applicable to go in front of board, the evaluation is presented to WSW CEO for final approval.
2. Agencies or individuals submitting written proposals or quotes shall be notified in writing of the acceptance or denial of their proposal or quote.
3. No contract award shall be considered final until a written agreement or purchase order is signed by an authorized WSW employee.

4. A contract shall be awarded conforming to the requirements of the request, subject to negotiation, and is reasonable in price.
5. Any or all proposals or quotes may be rejected when it is in the best interest of WSW.

#### **D. Procurement File Standards**

Procurement records will be retained for three (3) years after final payment on a contract or purchase and all other matters are closed. Records should detail the significant history of procurement. These records will include, if applicable, but are not necessarily limited to, the following:

1. Rationale for the method of procurement (small purchase, request for proposal, etc.);
2. The selection of agreement type (cost reimbursement or fixed price);
3. Notice to awardee and those denied;
4. Copy of the solicitation package;
5. Copy of the public notification;
6. List of proposers and media outlets to which notice was sent;
7. Agenda and minutes of a bidders' conference, if held;
8. Written responses to all clarifying questions received outside of the bidders' conference;
9. Copy of each proposal received;
10. Documentation of lack of proposals received, if applicable;
11. Signed evaluation forms from all reviewers, including conflict of interest statement;
12. Documentation of the rationale for selection and funding of any proposer that did not receive the highest score/ranking in the evaluation process;
13. Completed cost or price analysis for each prequalified proposal; and
14. Copy of any submitted protests and the resolution of each.

### **SECTION VI – NONCOMPETITIVE - SOLE SOURCE**

Noncompetitive sole source is procurement from only one provider or contractor.

Circumstances under which a sole-source contract may be awarded include the following:

1. The services or goods are available only from a single source;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive proposal (emergency must be outside of our control);
3. Grantor expressly authorized noncompetitive proposals in response to a written request; or
4. After solicitation of through a number of sources, competition is determined inadequate.

Applicable for any purchase at or under \$250,000, or over \$250,001 if a competitive method has failed.

All sole-source purchases shall be documented using the [Sole Source Authorization Form](#), including:

1. The reason why regular large, small, or minor purchase procedures were infeasible;
2. Which sole-source rationale was applied;
3. A cost analysis;
4. Business need;
5. Market research to conclude that alternative sources were inappropriate or unavailable; and
6. Signed authorization for the sole-source award.

Sole Source Authorization form must be completed and approved prior to purchase or contract signed.

## SECTION VII – DEFINITIONS OF COMMON TERMS

**Acquisition:** The process of purchasing goods and services through purchase, rent, or lease. Includes the establishment of needs, description of requirements, selection of procurement method, selection of sources, solicitation of procurement, solicitation for offers, award of contract, financing, contraction administration, and related functions.

**Competitive Proposal:** A method for purchasing goods and services, usually of a highly complex and technical nature whereby qualified individuals or agencies are solicited by means of a Request for Proposals or Quotes. Negotiations are conducted; the best proposal or quote, as judged against criteria contained in the procurement document, is accepted; and an award is issued.

**Contract:** An agreement enforceable by law between two or more parties, could also include a Memorandum of Understanding.

**Cost Analysis:** A cost analysis is done on each proposal, quote or qualification and must include a documented review and evaluation of each element of cost to determine reasonableness, allocable and allowable.

**Cost Comparison:** A cost comparison compares the cost analysis done on each proposal, quote or qualification using identical criteria.

**Cost Reimbursement Contracts:** Contracts based on payment by an agency to a contractor or subrecipient of allowable, reasonable, and allocable costs incurred as prescribed in the contract. These contracts may not require completion of the contract work, but rather the best efforts of the subrecipient. The types of cost reimbursement contracts as defined in FAR part 16.

**Davis-Beacon Wages:** Wage determinations issued by the Department of Labor, which determines the minimum wage rates to pay on federally funded or assisted construction projects. The prevailing wage rate corresponds directly to the union wage. This is especially true in urban areas, where union membership tends to be higher.  
<http://www.dol.gov/esa/programs/dbra/whatdbra.htm>

**Effective Competition:** A market condition that exists when two or more contractors/subrecipients, acting independently, actively compete for an agency's business in a manner that ensures the agency will be offered the lowest price or best technical design to meet its minimum needs.

**Program Income:** Gross income earned by the contractor/subrecipient that is directly generated by a supported activity or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed; fees for the use of rental or real personal property acquired under an award; license fees and royalties on patents and copyrights; and interest on loans made with award funds. Interest earned on advances of federal funds is not program income. Except as otherwise provided in federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them.

**Purchase Order:** A document an agency uses to execute a purchase transaction with a contractor. It serves as notice to a seller or contractor that a purchase agreement or award was made.

**Statement of Work (SOW):** That portion of the contract that clearly and concisely defines requirements of the specific work to be accomplished. Statements of work are tailored to consider the period of performance, deliverable items, if any, and the desired degree of performance flexibility.

**Subcontract:** An agreement between a prime or general contractor/subrecipient and a subcontractor for the execution of a portion of the contractual obligation of the prime contract.

## SECTION VIII – CITATIONS

These procurement policies, practices, and procedures may be revised from time to time without prior notice by WSW.

### SUPERSEDES:

- SWWDC #1003 Procurement Policy Revision 3 dated 7/26/2016
- WSW #1003 Procurement Policy Revision 4 dated 8/28/2019

### WEBSITE:

<http://workforcesw.org/providers#OperationsPolicies>



workforce  
SOUTHWEST WASHINGTON

**Workforce Southwest Washington  
Memorandum of Understanding and Infrastructure Funding Agreement  
July 2024 – June 2027**

Per Section E. "Memorandum of Understanding," this Memorandum of Understanding (MOU) is by and between the Partners and other parties who have chosen to participate.

**A. Statement of Intent**

The Workforce Southwest Washington Workforce System (Workforce System), consisting of Workforce Southwest Washington (WSW), two American Job Centers, one comprehensive (WorkSource Vancouver) and one affiliate site (WorkSource Kelso), one youth affiliate site (Next Vancouver) and a network of community workforce partners, is committed to providing efficient, effective, accessible and high-quality skill and career development and talent pipeline development for all individuals and businesses in Clark, Cowlitz and Wahkiakum Counties.

With the 2014 passage of the Workforce Innovation and Opportunity Act (WIOA), the local Workforce System, comprised of workforce educators, business, service providers, non-profits, government, and labor, has opportunity to create and maintain strong relationships that will support a workforce development infrastructure resulting in ever-increasing prosperity in our communities.

~~This agreement recognizes and promotes continuing and growing partnerships in support of (1) the region's economic recovery from the COVID-19 pandemic, (2) meeting the requirements for Workforce System Partners to deliver effective high-quality, integrated services and (3) providing customers of diverse backgrounds inclusive and equitable job opportunities leading to economic security.~~

**Commented [AG1]:** Removed COVID reference

**B. Purpose**

WIOA set forth a series of activities that promote the integration of workforce development services throughout the system. Each of the four Titles within the law are instructed to work together locally to ensure that the Workforce System is well coordinated, resourced, and leveraged. This agreement establishes the framework for a collaborative and mutually beneficial relationship among those partners in Southwest Washington who have been required or have chosen to work together to increase access and awareness of workforce services while reducing costs, leveraging resources, sharing information, and collaborating for the good of our common customers.

This agreement contains three parts. The first is the agreement that describes how all the partners will interact within the Workforce System to create opportunities for job seekers and businesses in the three-county region. WSW invites all who are interested in supporting the mission, vision and goals of this document to join the agreement.

Second, WIOA requires that parties to the legislation and partners in the system describe how they will provide services and share resources through the region's Workforce System. This MOU includes the WorkSource budget and the federally required Infrastructure Funding Agreement (IFA) that explains how the required partners will share the cost of operating WorkSource. All signatories to the MOU agree to support sections A through E and the associated system IFA.

Third, WSW requires that co-located partners at Next describe how they will provide services and share resources through Clark County's Opportunity Youth one-stop (Next). This MOU includes an explanation of the Next budget and the required Infrastructure Funding Agreement (IFA) that explains how the co-located partners will share the cost of operating Next.

#### C. **Vision, Mission and Goals**

All signatories to this MOU and IFA agree to commit to support the following mission, [vision, vision, as well as the principles and goals articulated in the WSW Strategic Plan found here.](#) [through the design and implementation of efficient and effective services that engage the business community in identifying workforce needs, increasing employment and enhancing job/career progression for area workers:](#)

**WSW Vision:** *A region where economic prosperity and growth exists for every person.*

**WSW Mission:** *Lead a regional workforce development system where every individual has access to high-quality employment and every business has access to a highly-skilled workforce.*

#### **WSW Values:**

**Equity:** Promoting justice, impartiality and fairness within processes, and the distribution of resources by institutions or systems

**Diversity:** Collectively interweaving differences and similarities that include, for example, individual and organizational characteristics, values, beliefs, experiences, background, preferences and behaviors

**Inclusion:** Building a multicultural workforce climate where every community member can safely share their voice and be heard

**Innovation:** Introducing new ideas, methods, or products to make changes

**Collaboration:** Working jointly with our customers, community, and colleagues to achieve our shared goals

**Commented [AG2]:** Full Strategic Plan is available on our website. Refresh happening the 2<sup>nd</sup> half of the year.



**Impact:** Positively influencing and affecting our community

**Strategic Strategies and Indicators:**

<b>Goal</b>	<b>Business Recovery and Growth</b> Businesses have access to hire; develop and invest in the skilled workers they need to recover and grow.
<b>Strategies</b>	<ol style="list-style-type: none"><li>1. Lead the development and expansion of high-quality jobs across our region</li><li>2. Develop a regional pool of diverse, qualified workers, matching them to our business partners' in-demand hiring needs</li><li>3. Engage business partnerships to inform the workforce system of emerging hiring trends, to address skill and opportunity shortages, and prepare future workers</li><li>4. Invest in and provide support for businesses to develop pre-apprenticeship, apprenticeship, on-the-job training, incumbent worker training, internships, and other earn-and-learn models</li></ol>
<b>Indicators</b>	<ol style="list-style-type: none"><li>1. Percentage of WSW business partners who adopt one or more quality job metrics</li><li>2. Number of employment placements from our regional pre-qualified pool of highly skilled workers</li><li>3. Number of on-the-job trainings (OJTs), incumbent worker trainings (IWTs), paid and unpaid internships and work experiences, pre-apprenticeships, and apprenticeships</li><li>4. Amount invested in OJT and IWT, paid and unpaid internships and work experiences, pre-apprenticeships, and apprenticeships</li><li>5. Number of new businesses, by sector, that WSW engages with and supports</li></ol>

<b>Goal</b>	<b>Economic Mobility</b> Promote equity for every individual by providing access to high-quality employment and advancement opportunities.
<b>Strategies</b>	<ol style="list-style-type: none"><li>1. Develop and implement programs that holistically serve families and communities</li><li>2. Expand virtual career coaching and job training</li><li>3. Expand Next strategy for talent development into rural communities</li><li>4. Develop and sustain population-specific programs</li><li>5. Develop and implement programmatic evaluation strategy</li></ol>
<b>Indicators</b>	<ol style="list-style-type: none"><li>1. Number of Priority Populations as defined by WIOA and WSW receiving workforce services</li><li>2. Percentage of people served who enter post-secondary education</li><li>3. Percentage of people served placed into pre-qualified highly-skilled worker pool for employment</li></ol>



	4. — Percentage of families receiving childcare and other supports necessary to return to work 5. — Percentage of people served from all programs who advance into high-quality employment 6. — Number of program evaluations completed
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<b>Goal</b>	<b>Systems Change</b> An accessible and effective workforce system exists to advance equity for individuals and to promote the community and economic development goals of the region.
<b>Strategies</b>	1. — Develop and implement a method to actively involve community-based organizations to provide input, to improve access, and to initiate continuous improvement 2. — Expand effective relationships across organizations and government systems to break down barriers, increase access and improve outcomes 3. — Advocate for investments, policies, strategies and economic development goals that enhance community prosperity 4. — Communicate WSW's impact, lessons learned, promising practices and labor market information
<b>Indicators</b>	1. — Number of partnerships with organizations and individuals that serve historically underserved populations 2. — Business and job seeker customer satisfaction scores 3. — Number of funder partnerships 4. — Number of new local, state and national policies enacted to support our local workforce development system goals

\* WSW, in collaboration with our the Columbia-Willamette Collaborative partners (CWWC), will be launching developed and launched a Quality Jobs Initiative Framework in 2021<sup>2</sup>. Working in close The Framework was developed with collaboration with from our the business, community, and education, labor, public, and worker partners, we will and defines what high-quality work/job quality means for our region, and how we can work together to support a high-quality job for everyone. Our work is based on work developed by The National Fund for Workforce Solutions.

#### D. **Partner Commitment**

All signatories to this document commit to work with the Workforce System based on the principles to:

- Expand access to the services provided by the Workforce System.
- Provide culturally responsive programs and environments that foster welcoming, inclusive and equitable services to customers of diverse backgrounds.
- Generally, know, support, and respect the goals of each of the partners to coordinate and leverage each other's services and avoid duplication of those services.
- Identify new opportunities to serve job seekers and businesses and work together to achieve those opportunities.

- Communicate with WSW and the Workforce System partners regarding services offered, best practices, and workforce challenges.
- Use customer-centered/human-centered design principles and approaches to customer service.
- Work together to identify workforce development funding leads and opportunities.

Any community partner interested in participating, that is not currently participating in the Workforce System, known as the Workforce Southwest Washington Network of Community Partners (Partners), may participate by becoming a party to this MOU as outlined below. Specific partner responsibilities are listed in Attachment A.

#### **E. Memorandum of Understanding**

This Memorandum of Understanding (MOU) is by and between the Partners and other parties who have chosen to participate. The parties to the MOU have three different levels of responsibility to the regional Workforce System:

- *Lead responsibility:* The WSW signature to this MOU indicates (1) the organization's willingness to accept lead responsibility for specific goals identified in this MOU, as well as in the WSW Local Integrated Workforce Plan and Strategic Plan, and (2) to use their resources to achieve these goals.
- *Authorizing responsibility:* The signatures of the Chief Local Elected Official and Elected Officials indicate agreement with the goals and activities outlined in the MOU and support for the operations of the local Workforce System.
- *Operational responsibility:* The (1) signature of the WorkSource Operator (Operator) indicates agreement to provide the coordination functions delegated to the Operator by WSW, and (2) signature by the Partners indicates their agreement to provide services to job seekers and/or businesses at the Region's America's Job Center sites: WorkSource, WorkSource Affiliate Sites, and WorkSource Connection Sites, in the manner defined in this MOU.

A specific list of party responsibilities is included in Attachment A.

#### **American Job Center Sites**

The term "American Job Center" is a national brand for all federally funded workforce system sites across the country. In the State of Washington, they additionally are known as "WorkSource" sites. In Clark, Cowlitz and Wahkiakum Counties, all American Job Centers will follow the brand standards authorized by WSW and will use the WorkSource name and logo, as well as the "A proud partner of the American Job Center network" text and logo as a common identifier. This brand standard applies to WorkSource locations (sites) listed in the agreement plus future sites (which may be designated as WorkSource Comprehensive Sites, Affiliate Sites or Connection Sites), as well as to subcontractors, partners, forms, communications, and media. WorkSource brand standards can be found here: <https://worksourcebrandbasecamp.wa.gov/>

The WorkSource Vancouver and WorkSource Cowlitz/Wahkiakum system is comprised of:

**One Certified Comprehensive American Job Center – WorkSource Vancouver – that:**

- Is accessible to the general public during regular business days, as well as physically and programmatically accessible to individuals with disabilities,
- Provides a portal site for access electronically,
- Provides businesses access to services offered through WorkSourceWA.com and appropriate connections to other services that support the recruitment and retention of employees,
- Provides onsite job seeker access to **basic and individualized career services, support services, training services and follow up services,**
- Has representation of the **five core required** partners (WIOA Titles I-IV, TANF, and co-location of Title III service provider), and
- Provides additional related employment and training resources and access to the services of all the required Partner programs.

**One Certified Youth Affiliate Site – Next Vancouver – that:**

- Is accessible to the public and physically and programmatically accessible to individuals with disabilities,
- Provides a portal site for access electronically,
- Provides **basic career services,**
- Has representation of **one** or more mandated partners,
- Provides additional related employment and training resources,
- Has an established working relationship as a part of an integrated system of WorkSource sites, and
- Offers services specifically designed to **serve at-risk, low-income youth.**

WorkSource Vancouver and Next are located together at a common site generally referred to as the “WorkSource Campus.” This arrangement enhances referrals and access to services for job seekers and businesses at these two sites.

**One Certified Affiliate Site – WorkSource Cowlitz/Wahkiakum – that:**

- Is accessible to the general public and physically and programmatically accessible to individuals with disabilities,
- Provides a portal site for access electronically,
- At a minimum, pProvides **basic career services,**
- Has representation of **one** or more of the core or required partners,
- Provides additional related employment and training resources, and
- Has an established working relationship as part of an integrated system of WorkSource sites.

**At the writing of this document, Workforce Southwest Washington does not have certified Connection Sites. Connection Sites will require the following:**

**Certified Connection Sites are or will:**

- Be accessible to the general public and physically and programmatically accessible to individuals with disabilities,
- Provide a portal site for access electronically,
- Provide **basic career services**, and
- Have an established working relationship as part of an integrated system of WorkSource sites.

**Services Available to WorkSource System Customers**

WIOA intends to create an integrated Workforce System by aligning services to better address employer and job seeker needs. WIOA defines a single set of outcome metrics for the federal workforce programs encompassed by the Act. Integrated services eliminate the "sequence of services" in favor of a Workforce System that meets the unique needs of individuals. It encourages local areas to provide more access to education and training opportunities through on-the-job training, incumbent worker training, and customized training with an emphasis on sector and pathway strategies. The Partners embrace integrated service delivery strategies, and will, to the extent possible, utilize staffing patterns, customer flows and interactions, and scheduling that result in functional, integrated, human-centered resource coordination at each Site.

WSW and Workforce System Partners have a responsibility to ensure that programs, services, our American Job Centers, and other workforce investments are accessible to all, especially those historically underrepresented and marginalized. Partners will embrace culturally responsive, inclusive service delivery options. The Workforce System values and celebrates the differences among our customers and will design programs and services to meet distinct needs across these differences.

Services will be driven by customer needs and available funding. Attachment A provides a list of responsibilities of Partners, including an expectation that all Partners will cooperate to provide services and referrals. It includes a list of services available at each Site. Attachment B provides a list of the services provided by the Workforce System.

**Referral Process for WorkSource and Next Customers**

WSW, in conjunction with the Operator for WorkSource and the Director for Next, are responsible for assuring that effective and customer-friendly referrals are occurring in the Workforce System. Referrals occur in one of three ways:

- On site through staff funded by various funding streams
- Via cross training, where staff have been sufficiently trained on some or all Partners' services and eligibility requirements and
- Via phone or video conferencing to help a job seeker access services not available on site [or help mitigate individual barriers to success.](#)

Partners agree to adhere to all statutes, regulations, policies and plans regarding priority of service for job seekers, including but not limited to the WIOA Title I Adult program as required by 38 U.S.C.

Section 4215 and its implementing regulations and guidance, and WIOA Section 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of priority populations that receive focus for services under WIOA, including individuals with disabilities, low-income individuals, basic skills deficient individuals, and English language learners. A full list is below under "Increased Access."

#### **Increased Access**

Partners agree that meeting WIOA's mandate for increased access to the region's workforce services, particularly for individuals who experience barriers to employment, is a priority. This includes focused outreach to the following groups of individuals:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians
- Individuals with disabilities, including youth ages 16-24
- Older Adult individuals, 55+
- Ex-offenders
- Homeless individuals
- Youth who are in or have aged out of foster care
- English language learners with low levels of literacy
- Individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers
- Individuals within two years of exhausting lifetime eligibility under Temporary Assistance to Needy Families (TANF)
- Single parents (including single pregnant women)
- Long-term unemployed individuals
- Veterans and eligible spouses
- Black, Asian, Native Hawaiian, Compact of Free Association (COFA) nations, and Pacific Islander communities; Latinos; LGBTQ communities; and expectant persons
- Other groups as the Governor determines

In addition to above mandated WIOA populations, Partners will also focus outreach efforts on diverse and underrepresented populations from the following disproportionately underrepresented populations in the regional workforce: people of color, immigrants or refugees, English language learners, multilingual, women, members of the LGBTQ+ community, and basic skills deficient individuals.

In addition to meeting federal requirements for physical accessibility at all sites, co-locating services to the greatest extent possible, and using appropriate referrals, Partners agree to use the following strategies to increase equitable access for those who experience barriers to employment:

- **The Employment Accessibility Committee** made up of community partners with expertise within specific populations designated by WIOA (listed above in "Increased Access") and

created by WSW, will report to the Economic Mobility ~~Committee, and System Committees~~. The Sub-Committee will gather information from the community to ensure that populations who experience barriers to employment receive high-quality services and equitable access from Partners. This group will recommend expansions to improve access for all jobseekers (including youth), ensure more job seekers can connect with a career pathway and a living-wage job, evaluate accessibility issues in the Workforce System, review policies and procedures to ensure they do not unintentionally or intentionally impact populations disparately, and review Partner recommendations for improvements to access.

- **Increase use of technology**, including assistive technology, to remove barriers for customers and allow for seamless, universal, and remote access to education, training, and other workforce development services. The WorkSource system currently has wireless Internet available to customers in order to improve access to technology, including adaptive technology used by job seekers on their own devices. To assist customers who are without access to technology, the WorkSource System implemented a laptop community check out program. The WorkSource system is equipped to offer all services through electronic means and is prepared to respond to situations where virtual service delivery may be required and to provide all customers with the means to access and participate in services when alternative media or technologies are implemented. System staff may provide training to ensure the technology being provided for customer use is accessible and customer is informed to navigate the technology.

#### Co-Enrollment of Participants

Co-enrollment is an integrated service delivery strategy that leverages more resources to support job seekers to reach career goals while also creating cross-functional teams that reduce duplication of services and increase program effectiveness. As appropriate, Partners agree to:

- Co-enroll eligible Title III participants into any other Title for which the participant is eligible,
- Co-enroll eligible Title I Youth participants into the Title I Adult funding stream,
- Co-enroll qualified Trade Adjustment Assistance (TAA) and North American Free Trade Agreement – Transitional Adjustment Assistance (NAFTA-TAA) certified workers into the Title I Dislocated Worker funding stream,
- Co-enroll qualified WorkFirst participants into the Title I Adult funding stream,
- Co-enroll eligible Worker Retraining participants into the Title I Dislocated Worker funding stream, and
- Co-enroll eligible Indian and Native American (INA) participants with partner programs such as the Title I Adult, Dislocated Worker and Youth programs, the VR program, and the AEFLA program.

Co-enrollment is an integrated service delivery strategy that leverages more resources to support job seekers to reach career goals. Partners agree to:

- When a participant need is identified, work with system partners to ensure all eligible Title III participants are efficiently and with ease co-enrolled into other Title/programs for which the

**Commented [AG3]:** New co-enrollment strategy, updated the language.

participant is eligible to make sure all participant needs are met by leveraging multiple funding streams.

- When a participant need is identified, work with system partners to ensure all eligible Title I Youth participants are efficiently and with ease co-enrolled into other Title/programs to make sure all participant needs are met by leveraging multiple funding streams.
- When a participant need is identified, work with system partners to ensure all qualified Trade Adjustment Assistance (TAA) and North American Free Trade Agreement – Transitional Adjustment Assistance (NAFTA-TAA) certified workers are efficiently and with ease co-enrolled into any other Title/program for which the participant is eligible to make sure all participant needs are met by leveraging multiple funding streams.
- When a participant need is identified, work with system partners to ensure all qualified WorkFirst participants are efficiently and with ease co-enrolled into any other Title/program to make sure all participant needs are met by leveraging multiple funding streams.
- When a participant need is identified, work with system partners to ensure all eligible Worker Retraining participants are efficiently and with ease co-enrolled into any other Title/program to make sure all participant needs are met by leveraging multiple funding streams, and
- When a participant need is identified, work with system partners to ensure eligible Indian and Native American (INA) participants are efficiently and with ease co-enrolled into programs such as the Title I Adult, Dislocated Worker and Youth programs, the VR program, and the AEFLA program.

#### **Data Sharing**

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Robust, accurate data analytics are essential for partners to continually deliver high-quality, effective customer-centric, inclusive services to all customers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that provides information about customer service throughout the customers' interaction with the integrated system and allows information collected from customers at intake to be captured once. Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in the federal and state privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

Partners will cooperate, based on customer informed consent, to continually find ways to improve the collection and sharing of data within requirements to maintain confidentiality.

All Workforce System Staff will be trained in the protection, use, and disclosure requirements governing Personally Identifiable Information (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. Each agency will be responsible for providing their own training but will need to be coordinated with the One Stop Operator (OSO). Efforts to Outcome (ETO) will be coordinated through the OSO or Next Director with the local trainers in the Center.

WorkSource system staff in need of Launchpad training and access, will make a request through WSW's website through the [New User Request Form](#). All requests should be made by the employee's supervisor. This request will prompt WSW to work with the supervisor to schedule new user training, which will be provided by WSW and offered no more often than once per quarter. WorkSource system staff supervisors can also request access to DocuSign and eJas for WSW BFET subcontracts here. The OSO will coordinate additional training if needed and ensure all Data Sharing Agreements are in place.

Partners agree to provide data to WSW, as requested and as able to do so in compliance with Federal and State law, program policy and guidelines, as well as system resources, to show performance attainments and progress. Sharing of information beyond aggregated federal common measures will require a data sharing agreement with WSW and partner agency. Reports will be available to the WSW Board of Directors. WSW may at times be required to provide data to state or federal agencies. All Partners agree to strive for non-identifiable, complete, and thorough data sharing.

Partners signing on to this MOU will have premier access to the local Customer Relationship Management system called Launchpad. Launchpad is used to track business services, job seeker placements, case management in local service delivery programs, and community contacts.

#### **Confidentiality**

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 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 services and activities described herein and will comply with applicable law. Each Partner expressly agrees to take measures to ensure that no PII or other personal information is accessible by unauthorized individuals. The Partners acknowledge there may be additional agreements and forms that must be executed by Partner staff regarding confidential information. Any additional agreement that requires signature will accompany its own review and execution process.

#### **Next Youth System Infrastructure Funding Agreement (IFA) Clark County ONLY**

All partners co-located at Next, 120 NE 136<sup>th</sup> Avenue Suite 130, Vancouver, WA 98684 are responsible for sharing the costs of operating the center. All costs are negotiated with partners annually at the beginning of the program year based on the FTE located at Next along with other cost allocation modifiers detailed in the IFA budget document. Mid-year negotiations will not be approved, unless a new partner is added to the center at which point a new calculation can be requested. A Charges-partner's cost shareare is calculated on an annual basis and payments



received monthly by WSW. -Next contributing partners will receive a letter from WSW at the beginning of each program year detailing the required annual amount and monthly payment schedule.

The Next IFA (see Attachment E) provides a budget in two cost centers of Next - Shared Personnel Costs and Shared System Costs. The following outlines what is funded in each of the cost centers:

- **Shared Personnel Costs** are for:
  - Personnel costs of a shared Director
- **Shared System Costs** are for:
  - Applicable facility costs (such as rent)
  - Costs of utilities and maintenance
  - Shared Resources, such as telephone, printing, shared equipment, supplies, additional utilities, postage and other (subscriptions & other services)

#### **Process and Timeline for Periodic Reconciliation of the Next Youth System Budget and IFA**

On a biannual basis WSW will perform a reconciliation of actual to budgeted costs, The reconciliations will be performed for the 6-month periods ending December 31<sup>st</sup> and June 30<sup>th</sup> of each year this MOU is in place. Each partner with financial responsibility per the IFA budget will be furnished a copy of the reconciliation.

#### **Adult System Infrastructure Funding Agreement (IFA)**

The ***Projected WorkSource Operating Budget***, Attachment C, provides budget projections in three of the four cost centers of WorkSource – Infrastructure, Common, Shared Operator and Front Desk Personnel, and Career Services. The following outlines what is funded in each of the cost Centers:

- **On-Site Infrastructure Costs** necessary for onsite staff, including but not limited to:
  - Applicable facility costs (such as rent)
  - Costs of utilities and maintenance
  - Custodial and Security
  - Shared Resources, such as telephone, printing, shared equipment, supplies, additional utilities, postage and other (subscriptions & other services)
- **Common Area Infrastructure Costs** necessary related to the shared or public resources of WorkSource, including but not limited to:
  - Applicable facility costs (such as rent)
  - Costs of utilities and maintenance
  - Janitorial and Security
  - Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities)
  - Common branding costs such as signage for "American Job Centers" or WorkSource as per WIOA section 121(h)(4) and 20 CFR 678.700
  - Cost of WorkSource Operations including equipment, materials, convening space, resources and supplies as allowed by the law

- **Shared Operator and Front Desk Costs** necessary for innovation, collaboration and performance throughout the WorkSource System:
  - Costs of the system Operator including facilities management of the Vancouver and Kelso WorkSource Centers, management of resources, system-wide staff training, area committees, and marketing and outreach.
  - Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.
  - Costs of the two (2) Front Desk positions to ensure consistency and trauma informed staffing for customers at Vancouver and Kelso WorkSource Centers. Activities will include, and or not limited to, the greeting and triaging of customers across the partners and programs, and the oversight and sharing of Tables Ready data to share service usage.
- **Career Services** determined via negotiations with onsite Partners:
  - Applicable Career Services to include the costs of the provision of career services in Section 134 (c)(2), as applicable to each program.

The following **IFA** developed via consensus with the core and required partners in the WSW Workforce Development Area. The IFA distributes the costs in the budget among Partners based on proportionate use of and relative benefit received by the Partner participants' use of WorkSource. Partner program's federal-authorizing statute, the Federal Cost Principles, requires that costs are reasonable, necessary, and allocable. The IFA uses the following formulas to allocate the On-Site Infrastructure, Common Areas and Shared Operator and Front Desk Cost Centers. Career Services are negotiated and distributed amongst onsite partners and are not included in the IFA at this time (See Attachment D for formula pictorials).

- **On-Site Infrastructure Costs** allocated to those agencies that occupy space in a WorkSource location. These costs include the portion of square footage and the shared resources associated with occupancy:
  - **Square footage cost allocation (per site)**
    - The total **Lease Cost** is divided by the **Total Square Footage** to determine a **Per Square Foot Lease Cost**
    - The **Total Square Footage** is separated into either **Occupied Area** or **Common Area**
      - ***Occupied Area Square Footage*** is the square footage associated with **Onsite FTEs** usage. Agencies will be charged for their selected spaces even if the FTE is open while recruiting for the open position. Agencies will be charged the cost for the space even if empty, but the agencies still are in need of the space.
        - To determine the **Total Lease Cost of the Occupied Area**, multiply the **Occupied Area Square Footage** by **Per Square Foot Lease Cost**

- **Common Area Square Footage** is the shared or public square footage of a WorkSource site (See **Common Area Costs** below for allocation method)
  - To determine the **Total Number of Onsite FTEs**, sum all the per **Agency FTE Count**.
  - To determine the **Per Onsite FTE Occupied Area Lease Cost**, divide the **Total Lease Cost of the Occupied Area** by the **Total Number of Onsite FTEs**
  - To determine the **Agency Onsite FTE Lease Costs**, multiply the **Per Onsite FTE Occupied Area Lease Cost** by the **Agency FTE Count**
- Shared Resources (per site)
  - The **Resource Sharing Agreement Cost** is divided by the **Total Square Footage** to determine a **Per Square Foot RSA Cost**
  - To determine the **Total RSA Cost of the Occupied Area**, multiply the **Occupied Area Square Footage** by **Per Square Foot RSA Cost**
  - To determine the **Per Onsite FTE Occupied Area RSA Cost** divide the **Total RSA Cost of the Occupied Area** by the **Total Number of Onsite FTEs**
  - To determine the **Agency Onsite FTE RSA Costs**, multiply the **Per Onsite FTE Occupied Area RSA** cost by the **Agency FTE Count**
- Total On-Site Infrastructure Costs (per site)
  - To determine the **Total On-Site Infrastructure Costs**, sum **Total Lease Cost of the Occupied Area** and **Total RSA Cost of the Occupied Area**
  - To determine the **Total Agency On-Site Infrastructure Cost**, SUM **Agency Onsite FTE Lease Costs** and **Agency Onsite FTE RSA Costs**
- **Common Area Infrastructure Costs** include non-occupation specific square footage and RSA such as the resource room, training/meeting rooms, public space, etc. These expenses are allocated across all system partners by participant use. To further clarify, core or partner agencies are accountable for their reported participants that also utilized a WorkSource site. For Wagner-Peyser, it is limited to the non-targeted counts from staff assisted cohorts counts:
  - Square footage cost allocation (per site)
    - The total **Lease Cost** is divided by the **Total Square Footage** to determine a **Per Square Foot Lease Cost**
    - The **Total Square Footage** is separated into either **Occupied Area Square Footage** or **Common Area Square Footage**
      - **Occupied Area Square Footage** is the square footage associated with **Onsite FTEs usage** (See **Infrastructure Costs** above for allocation method)
      - **Common Area Square Footage** is the shared or public square footage of a WorkSource site

- To determine the **Total Lease Cost for the Common Area**, multiply the **Common Area Square Footage** by **Per Square Foot Lease Cost**
- Shared Resources (per site)
  - The **Resource Sharing Agreement Cost** is divided by the **Total Square Footage** to determine a **Per Square Foot RSA Cost**
  - To determine the **Total RSA Cost of the Common Area**, multiply the **Common Area Square Footage** by **Per Square Foot RSA Cost**
  - Percent allocation calculations
    - To determine the **Total Federally Funded Participants**, sum all **Agency Participant Counts**
    - To determine the **Agency Allocation Percentage**, divide the **Agency Participant Counts** by the **Total Federally Funded Participants**
    - To determine the **Agency Allocated Least Costs**, multiply the **Total Lease Cost for the Common Area** by the **Agency Allocation Percentage**
    - To determine the **Agency Allocated RSA Costs**, multiply the **Total RSA Cost of the Common Area** by the **Agency Allocation Percentage**
    - To determine the **Total Common Area Infrastructure Costs**, SUM **Total Lease Cost for the Common Area** and **Total RSA Cost of the Common Area**
    - To determine the **Total Agency Common Area Infrastructure Costs**, SUM **Agency Allocated Lease Costs** and **Agency Allocated RSA Costs**
- **Shared Operator and Front Desk Costs** includes personnel, and the portion of square footage and the shared resources associated with Operator. These expenses, including personnel, are allocated across all system partners by participant use in the same manner as the Common Costs:
  - The **Operator and Front Desk Personnel Costs** are the sum of the salary, benefits & taxes, travel, printing, and indirect within the Operator Contract (renewed annually and administered by WSW).
  - The Operator Infrastructure, and RSA costs are included in Common Area Costs and allocated across all system partners by participant use in the same manner as the Common Costs. The Jobs for Veterans State Grant program does not contribute to this category of costs and is excluded from the allocation.
  - To determine the **Operator and Front Desk Onsite Lease Cost**, multiply the **Per Onsite FTE Occupied Area Lease Cost** by **Number of Operator and Front Desk FTE** (the current FTE Count is 1 for the Operator and 2 for Front Desk Contract)

Commented [AG4]: IFA methodology - updated language

- To determine the ~~Operator and Front Desk Onsite RSA Cost~~, multiply the ~~Per Onsite FTE Occupied Area RSA Cost~~ by ~~Number of Operator and Front Desk FTE~~ (the current FTE Count is 1 for the Operator and 2 for Front Desk Contract)
- To determine the ~~Total Shared Operator and Front Desk Costs~~, sum the ~~Operator and Front Desk Personnel Costs~~, ~~Operator and Front Desk Onsite Lease Costs~~, and the ~~Operator and Front Desk Onsite RSA Costs~~
- To determine ~~Agency Allocation of Total Shared Operator and Front Desk Costs~~, SUM ~~Operator and Front Desk Personnel Costs~~, ~~Operator and Front Desk Onsite Lease Costs~~, and ~~Operator and Front Desk Onsite RSA Costs~~, then multiply by ~~Agency Allocation Percentage~~

#### **Process and Timeline for Periodic Reconciliation of the Adult System Budget and IFA**

The **Projected WorkSource Operating Budget** is based on planned costs and information available as of the date of signature, but billing will reflect actual costs. It is the responsibility of partners to notify WSW annually of changes to program delivery design, including changes in staffing level or participant numbers so billing can reflect actual service delivery. Any staffing level changes will be presumed to be in effect for the following fiscal year beginning July 1 for billing purposes. Billing will be quarterly and distributed to partners within 45 days of the quarter's end.

On a biannual basis WSW will perform a reconciliation of actual to budgeted costs, including those costs directly invoiced by the Employment Security Department (ESD). Participant numbers to be used for the reconciliation will be established during the budget process and will be based upon a 4-quarter rolling period of 3rd quarter to 3rd quarter. The reconciliations will be performed for the 6-month periods ending December 31st and June 30th of each year this MOU is in place. Variances found in total amount billed for those period ending dates will be reflected in the quarterly invoicing. Each partner with financial responsibility per the IFA budget will be furnished a copy of the reconciliation.

At least 5 months prior to the end of each fiscal year, WSW will convene the Partners to develop a new **Projected WorkSource Operating Budget** for the upcoming program year, and to revise the basis for the IFA, if necessary and agreed upon by the core and required partners. Each new budget to commence on July 1st each year, will be approved by WSW and its partners prior to June 30th of that year and will not require the MOU to be re-sign by all parties. However, changes in the IFA methodology, an increase of greater than 10%, or formulas will require the MOU to be re-signed by all parties.

WSW will work with IFA parties to determine the best method of billing for Shared Operator and Front Desk Costs, e.g., one-time annually, monthly, quarterly, etc.

WSW will work separately with ESD to determine the best method of collecting Infrastructure and Common Costs from the IFA parties, e.g. WSW will collect funding and reimburse ESD for actual costs. WSW does not assume any legal responsibility as lease holder or similar obligation should

WSW choose to distribute billing invoicing and collect payments to be reimbursed to ESD for the cost of rent and shared resource costs.

#### **Duration and Agreement**

This MOU agreement commences on July 1, ~~2021~~2024, or the day it is signed by all parties, whichever is sooner, and shall remain in effect until June 30, ~~2024~~2027, unless terminated or modified per this Memorandum of Understanding.

Generally, a 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, or adjustments made due to the biannual reconciliation of the budget if less than 10%, do not require renewal of the MOU. Because the MOU is a "living document" that is likely to undergo changes in regard to routine operations with continuous improvement throughout the duration of the agreement, changes to the attachments to the MOU that do not change the intent of the document will be considered minor revisions. Furthermore, the addition of Partner Sites will be added, and associated costs will be included in the IFA once a year during the July 1 modification. New partners will be added as signatories to the MOU through a modification causing the entire document to be re-signed and executed. Partners may request significant modification to any element in this MOU by bringing recommendations forward in a participatory manner to the One Stop Operator. The One Stop Operator will coordinate the request and possible revision with WSW. One Stop Operator and WSW will engage in open and inclusive discussions with Partners regarding the suggested changes. In instances of a significant or emerging project requiring immediate Partner collaboration and coordination, WSW will convene a meeting to determine whether the project requires a change to the MOU.

Substantial changes, such as the removal or addition of a required Partner organization, an increase of greater than 10% of planned annual costs overall, or a change due to the election of a new Chief Local Elected Official, will require renewal of the MOU as per 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.

This MOU and any modification may be signed electronically using DocuSign or signed by ink and emailed back to WSW. Upon full execution, all parties will receive an executed copy for their records.

#### **Dispute Resolutions**

The Workforce System will function by consensus under the direction of WSW. When consensus cannot be reached, the parties will adhere to the [WSW policy #4007](#), Dispute Resolution. MOU signatories will be notified of any updates to this policy and related comment periods. As per

WIOA, if any of the required partners cannot come to agreement regarding the IFA; the region shall implement the State Funding Mechanism.

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

### Customer Complaints

The Workforce System must provide immediate and consistent processing of any customer complaint to assure its resolution. All Workforce System staff must be able to assist customers interested in filing a complaint, as per [WSW Policy # 2004](#), Complaint Procedures. MOU signatories will be notified of updates to this policy and related comment periods.

### Assurances

Partners agree that all activities pursuant to this MOU will be in accordance with all applicable current or future federal, state, and local laws, rules, and regulations.

Partners in this agreement assure that they will fully comply with Section 188 of the Workforce Innovation and Opportunity Act Nondiscrimination and Equal Opportunity Regulations 29 CFR Part 38 Final Rule. Links to these documents can be found in [TEN 20-16](#). Section 188 prohibits discrimination because of race, color, religion, sex, age, national origin, disability, political affiliation or belief and (for beneficiaries only) citizenship/status as lawfully admitted immigrant authorized to work in the United States. Washington State law also prohibits discrimination in public accommodation based on marital status, sexual orientation or gender identity, honorably discharged veteran or military status, and the use of a trained guide dog or service animal by a person with a disability.

### Indemnification

To the extent allowable by state law, the parties recognize that the partnership consists of various levels of government, not-for-profit, and for-profit entities. 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 party assumes any responsibility to any other party, state or non-state, for the consequences of any act or omission of any third party. Each non-state agency party will hold harmless and defend all other parties to this Agreement from any and all claims for damages, including costs and attorney fees resulting in whole or in part from the party or its agent's activities under the agreement.

### Partner Contact List

Name/Title/Organization	Required WorkSource Partner/Program Represented	Next Partner contributing to IFA	Party to Southwest Washington Community Network	Party to MOU

Miriam Halliday, Chief Executive Officer Workforce Southwest Washington	X	X	X	X
Dennis Weber, Chief Local Elected Official Southwest Washington Executive Board of County Commissioners				X
Barbara Burkart Career Path Services One Stop Operator	X		X	X
Sam Mitchell, Interim SW Coastal Regional Director Employment Security Department (Title III, Trade Act, Unemployment Insurance, Vets, WorkFirst)	X		X	X
Michelle McClanahan, Project Director Equus Workforce Solutions (Title I NDWG/EcSA Workforce Services)	X	X	X	X
James Hughes, Regional Director of Operations, Career Team, Inc (Title I Adult, Dislocated Worker, NDWG and Youth service delivery)	X	X	X	X
Kayci Loftus, Vice President of Workforce Development Career Path Services, (Title I Youth service delivery)	X	X	X	X
Victor Jackson, Chief Executive Officer Columbia River Mental Health		X	X	X
<a href="#">Alex Herrboldt, Executive Director Pax Learning Center</a>				
Sesany Fennie-Jones, Executive Director Council for the Homeless			X	X
Jill Boaglio, Project Manager Love Overwhelming (Title I Adult and Dislocated Worker)			X	X
Dr. Matt Seimears, President Lower Columbia College (Adult Education Title II, Perkins, Post-Secondary Education)	X		X	X
Dr. Karin Edwards, President Clark College (Adult Education Title II, Perkins, Post-Secondary Education)	X		X	X
Monte Constable, CSO Administrator Department of Social and Health Services (Title IV)	X		X	X
Lisa Wheeler, Assistant Director of VR and Workforce, Washington State Department of Services for the Blind (Title IV)	X		X	X
Amanda Kipfer, Deputy Regional Administrator	X		X	X



Division of Vocational Rehabilitation (Title IV)				
Ilona Kerby, Executive Director Lower Columbia Community Action Program (CSBG)	X		X	X
Sharon Pesut, Executive Director Partners In Careers (Title I Youth Service Delivery)	X	X	X	X
Christine Rudolph, Vice-President Jackson Pierce Public Affairs, Inc (Job Corps)	X	X	X	X
Andy Silver, Director Vancouver Housing Authority (HUD)			X	X
Jennifer Westerman, Chief Executive Officer Housing Opportunities of SW Washington (HUD)			X	X
Jennifer Baker, President Columbia River Economic Development Council			X	X
Ted Sprague, President Cowlitz Economic Development Council			X	X
Eu-wanda D. Eagans, Senior VP of Workforce Development Goodwill (WIOA Title I Youth, Senior Community Service Employment Program - Cowlitz)	X		X	X
<u>Rachael Clark, Project Director AARP Foundation (Senior Community Service Employment Program – Clark and Wahkiakum Counties)</u>	X		X	X
John McDonagh, Chief Executive Officer Greater Vancouver Chamber of Commerce			X	X
Shaun Gundert, President SW Washington Central Labor Council			X	X
Cameron Wilkinson, President Cowlitz/Wahkiakum Central Labor Council			X	X
Narek Danielyan, Assistant Vice Chancellor for Strategic Partnerships Washington State University			X	X
Lynda Ducharme, Regional Administrator Department of Labor and Industries			X	X
Tyler Monk, Owner The Underdog Mentality		X	X	X

#### Authority and Signatures

Workforce Southwest Washington  
Workforce System  
2024-2027 Memorandum of Understanding

The individuals signing below have the authority to commit to the partner they represent to the terms of the MOU and do so commit by signing. The parties agree this contract may be executed in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. Parties signing electronically or e-signature shall be the same as execution of an original ink signature; and that E-mail or electronic delivery of a signed copy of this contract shall be the same as delivery of an original.

*We, the undersigned, do hereby ratify this agreement and all parties agree to the terms and conditions herein, and do hereby undertake to conduct this partnership for providing a comprehensive employment and training system in Clark, Cowlitz, and Wahkiakum Counties according to law and regulations.*

_____ A.D. Simmons, Board Chair Workforce Southwest Washington	_____ Date
_____ Dennis Weber, Chief Local Elected Official Southwest Washington Executive Board of County Commissioners	_____ Date
_____ Mark Douglass, President Equus Workforce Solutions	_____ Date
_____ Sam Mitchell, Interim SW Coastal Regional Director Employment Security Department, Contract #K8371	_____ Date
_____ David Shufrin, Chief Compliance Officer Career Team, Inc	_____ Date
_____ Andy Dwonch, Chief Operations Officer Career Path Services	_____ Date
_____ Charles Hendrickson, Executive Director Love Overwhelming	_____ Date

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Dr. Matt Seimears, President  
Lower Columbia College

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Date

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Dr. Karin Edwards, President  
Clark College

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Date

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Lisa Wheeler, Executive Director  
Department of Services for the Blind

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Date

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Rachael Clark, Project Director  
AARP Foundation

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Date

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Alex Herrboldt, Executive Director  
Pax Learning Center

---

Date

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Ilona Kerby, Executive Director  
Lower Columbia Community Action Program

---

Date

---

Sharon Pesut, Executive Director  
Partners In Careers

---

Date

---

Christine Rudolph  
Job Corps/Jackson Pierce Public Affairs, Inc

---

Date

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Andy Silver, Director  
Vancouver Housing Authority

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Date

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Jennifer Westerman, CEO  
Housing Opportunities of SW Washington

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Date

Workforce Southwest Washington  
Workforce System  
2024-2027 Memorandum of Understanding

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Jennifer Baker, President  
Columbia River Economic Development Council

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Date

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Ted Sprague, President  
Cowlitz Economic Development Council

---

Date

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Eu-wanda D. Eagans, Senior VP of Workforce Development  
Goodwill of the Olympics and Rainier Region

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Date

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John McDonagh, Chief Executive Officer  
Greater Vancouver Chamber of Commerce

---

Date

---

Cameron Wilkinson, President  
Cowlitz/Wahkiakum Central Labor Council

---

Date

---

Shaun Gundert, President  
SW Washington Central Labor Council

---

Date

---

Jenny Chambers-Taube, Vice Chancellor Finance and Operations  
Washington State University

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Date

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Babs Robert, Community Services Director  
Department of Social and Health services

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Date

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Douglas Morehead, Contracts Specialist  
Division of Vocational Rehabilitation Title IV

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Date

---

Tyler Monk, Owner  
The Underdog Mentality

---

Date

Workforce Southwest Washington  
Workforce System  
2024-2027 Memorandum of Understanding

\_\_\_\_\_  
Sesany Fennie-Jones, Executive Director  
Council for the Homeless

\_\_\_\_\_  
Date

\_\_\_\_\_  
Victor Jackson, Chief Executive Officer  
Columbia River Mental Health

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lynda Ducharme, Regional Administrator  
Department of Labor and Industries

\_\_\_\_\_  
Date

DRAFT

## **ATTACHMENT A: RESPONSIBILITIES, SERVICES AND DELIVERY SITES (ALL PARTNERS)**

### **Responsibilities**

**WSW** holds the ultimate accountability and responsibility for the organization and oversight of the Workforce System, pursuant to WIOA Section 107(d)(7)(A)(i).

WSW will:

1. Fulfill the requirements of the federal Workforce Innovation and Opportunity Act on behalf of the Local Elected Officials in the Workforce Development Area.
2. Promote and support the integration and equity of workforce development services of Partners.
3. Develop policies for, oversee the quality and design of, and certify the Workforce System within the Southwest Washington area.
4. Negotiate the MOU and IFA for the region in good faith and be responsible for the regular reconciliation of costs and management of disputes, should these arise, and the process for modification/re-signing.
5. Define training priorities and establish skills standards, based on employer needs analysis, for the Workforce System.
6. Ensure customer satisfaction is measured and continuous quality improvement activities are in place.
7. Lead efforts to assure that all Partners are cross-trained and cognizant of each other's goals so that they can work in a more collaborative fashion as guided by the WorkSource Strategic Plan.
8. Facilitate quarterly partner meetings that could include professional development opportunities around cross-cultural communication, equitable access, and trauma informed care.
9. In collaboration with the economic development efforts, establish relationships and networks with large and small employers and their intermediaries to develop, convene, or implement industry or sector partnerships.
10. Educate the community about critical workforce issues and the resources of the Workforce System.
11. Craft and implement the area's Local Integrated Workforce Plan with input from the Partners and community stakeholders.
12. Procure and award contracts for Operator and WIOA Title I service delivery consistent with the requirements of WIOA and the Local Integrated Workforce Plan.
13. Ensure compliance with Equal Opportunity principles.
14. Facilitate the development of equitable, inclusive programs for every job seeker to access.
15. Establish and maintain the local Demand/Decline Occupations List.
16. Certify all Comprehensive, Affiliate and Connection sites.

**One-Stop Operator** is responsible for:

1. Assisting with problem solving and continuous improvement activities within the Workforce System and working with the Partners to establish a process for on-going quality improvement at all Sites.
2. Maintaining WorkSource hours, opening and closing, posting notices, and providing community flexibility for WorkSource hours and services as applicable and necessary.
3. Ensuring all WorkSource staff are properly trained and utilize the required data management systems.
4. Under the direction of the WSW Director of Programs, establishing training opportunities and requirements for Partners to gain knowledge about each other's target customers, available services, applicable policies and regulations governing delivery of services, customer eligibility, and performance requirements.
5. Developing opportunities for WorkSource staff training in areas of leadership, customer service, workforce development, lean processes, networking, public speaking and other skills as determined by WSW.
6. Working with Partners to guarantee adaptive technologies that support disabled clients are available and in good working order and staff are trained in their use.
7. Assisting in the coordination of Comprehensive, Affiliate and Connection Sites.
8. Forming, expanding and coordinating regional committees to address the needs affecting all Sites and the Workforce System.
9. Aligning services to meet the appropriate goals identified in the WSW strategic plan and ensuring that all Sites operate within the parameters established by WSW.
10. To read the full One-Stop Operator statement of work agreement with WSW please see the [WSW website](#).

**Workforce System Partners (Partners)** are responsible for:

1. Supporting the cross-training of staff, as appropriate, and providing other professional learning opportunities that promote continuous quality improvement.
2. Supporting the provision of career, follow-up and training services through the WorkSource system.
3. Familiarizing themselves with how to access the services available, as well as with the available services and benefits offered, for each of the Partners' programs represented in the Workforce System.
4. Providing current materials summarizing their program requirements and making these materials easily available for Partners and customers.
5. Developing and utilizing common intake, eligibility determination, assessment, and registration forms as applicable.
6. Working with Partners to develop cross-referral protocols and refer customers within the system and to other providers that may best meet their needs.
7. Maintaining confidentiality among Partners.

8. Regularly evaluating ways to improve the referral process, including use of customer satisfaction surveys.
9. Committing to robust and ongoing communication required for an effective referral and service delivery process to ensure continuous improvement.
10. Being aware of the goals of the Partners and working together to achieve the mission, vision, purpose, goals, and outcomes identified in the Local Integrated Workforce Plan and this MOU.
11. Regularly reviewing program and service performance for quality, equity, and accessibility improvements.
12. Providing robust, accurate data to continually deliver high-quality, effective customer-centric, inclusive services to all customers.
13. Using the Workforce System's required operating systems, including customer tracking and accountability such as Effort to Outcomes (ETO), as appropriate.
14. Promoting the Workforce System.
15. Supporting co-location of services where required and voluntary co-location where practical.
- ~~16.~~ Providing financial support ~~or in-kind services~~ as negotiated in the Infrastructure Agreement.
- ~~16.~~17. Providing direct supervision and oversight for their employees according to their organization's established procedures.

**Workforce Southwest Washington Network of Community Partners** is responsible for:

1. Expanding access to services provided by the Workforce System.
2. Generally knowing, supporting, and respecting the goals of each of the Partners to avoid working at cross-purposes.
3. Identifying new opportunities to serve job seekers and businesses.
4. Communicating with WSW and Partners regarding services offered, best practices, and workforce challenges.
5. Looking for opportunities to avoid unnecessary duplication.
6. Using customer-centered/human-centered design approaches to customer service.



## ATTACHMENT B: WORKSOURCES SYSTEM SERVICES (MOU PARTNERS)

At a minimum, Partners will make the following services available as applicable to their program, consistent with and coordinated in WorkSource Vancouver and WorkSource Kelso. Additional services may be provided on a case-by-case basis.

### BUSINESS SERVICES

Provide WorkSourceWA support to businesses who request to have their jobs posted for the general public	As opportunities are developed by WSW and WorkSource, develop On-the-Job Training (OJT) contracts, incumbent worker contracts or other contracts for services	Provide information and services related to Unemployment Insurance
Hiring Events: <a href="#">Organize and</a> support hiring events by marketing to job candidates	As opportunities are developed by WSW and WorkSource, develop customized training opportunities to meet specific employer and/or industry cluster needs	Provide customized recruitment and job applicant screening assessment and referral services based on employment opportunities developed by WSW and WorkSource Business teams
Connect businesses to support for reasonable accommodations, assistive technology, and other resources for hiring and retaining individuals with disabilities	Provide access <a href="#">of to</a> one-stop facilities for recruiting and interviewing job applicants	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts (ITAs) with eligible training providers
In partnership with WSW, provide rapid re-employment services for businesses who are downsizing or closing	Coordinate with WSW and employer partners to develop and implement layoff aversion strategies	Implement sector strategies driven by WSW
Provide access to labor market information and connection to WSW for labor market analysis and other specialized data needs	Build a qualified talent pool based on industry intelligence provided by WSW and WorkSource Business teams	<a href="#">Provide assistance to employers to help them craft effective skill-based job announcements that are free from unnecessary degree and experience requirements</a>
<a href="#">Provide connections to priority populations for hiring such as re-entry, Veterans, people with disabilities, etc.,</a>	<a href="#">Provide access to the Work Opportunity Tax Credit (WOTC) and other available labor related tax credits</a>	<a href="#">Provide access to YesVets and veterans hiring programs</a>

### JOB SEEKER SERVICES

Basic Career Services	Individualized Career Services	Training
Outreach, intake and orientation to the information, services, programs, tools and resources available through the local workforce system	Comprehensive and specialized assessments of skill levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities, and supportive service needs	Referral to training services	On-the-Job Training (OJT)
In- and out-of-area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)	Development of individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goal	Adult education and literacy activities, including English language acquisition (ELA) provided in combination with the training services described above
Access to employment opportunities and labor market information	Group Counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction (may include cooperative education)
Information on performance of local workforce system	Individual counseling and career planning	Training programs operated by the private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in- and out-of-area job search, referral and placement assistance	Skill upgrading and retraining
Information and meaningful assistance on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce partner services, programs and referral(s)	Workforce preparation services (e.g. development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA	Post-employment follow-up services and support (this is not an individualized career service but listed here for completeness)	Other training services as determined by the workforce Partners' governing rules

## YOUTH SERVICES

Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential	Paid and unpaid work experiences that have, as a component, academic and occupational education, which may include summer employment opportunities and other employment opportunities available throughout the school year; pre-apprenticeship programs, internships and job shadowing; and on-the-job training opportunities
Occupational skill training which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with the in-demand industry sectors or occupations in the local area involved	Alternative secondary school services, or dropout recovery services, as appropriate
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster	Adult mentoring for the period of participation and a subsequent period for a total of no fewer than 12 months
Supportive services	Financial literacy education
Activities that help youth prepare for and transition to postsecondary education and training	Entrepreneurial skills training
Follow-up services for no fewer than 12 months after the completion of participation, as appropriate	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate
Services that provide labor market and employment information about the in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate

**Attachment C: 2024-2025 WorkSource System IFA Budget**

**Commented [AG5]:** This will be updated once numbers are finalized from SBCTC

Total System Budget	\$ 898,129	100%			
Infrastructure	\$ 358,131	40%			
Common Expenses	\$ 229,661	26%			
Shared Operator	\$ 310,336	35%			
Agency	System Contribution	% of System Budget	On Site Infrastructure	Common Expenses	Shared Operator/Front Desk
<b>WSW</b>	\$ 258,372	28.77%	\$ 137,668	\$ 50,800	\$ 69,904
All funds	\$ 258,372	28.77%	\$ 137,668	\$ 50,800	\$ 69,904
<b>ESD Block</b>	\$ 480,620	53.51%	\$ 206,487	\$ 116,122	\$ 158,011
Title III	\$ 164,243	18.29%	\$ 52,457	\$ 47,047	\$ 64,740
TAA	\$ 10,709	1.19%	\$ 9,342	\$ 575	\$ 791
UI	\$ 42,296	4.71%	\$ 11,685	\$ 12,883	\$ 17,728
DSHS/ESD Exchange	\$ 4,491	0.50%	\$ 4,491	\$ -	\$ -
Title IV/WorkFirst	\$ 86,292	9.61%	\$ 56,057	\$ 12,725	\$ 17,511
MSFW	\$ -	0.00%	\$ -	\$ -	\$ -
BFET	\$ 13,186	1.47%	\$ 8,130	\$ 2,128	\$ 2,928
Veterans	\$ 14,369	1.60%	\$ 13,075	\$ 1,294	\$ -
CPP	\$ 22,218	2.47%	\$ 22,218	\$ -	\$ -
RESEA	\$ 122,815	13.67%	\$ 29,033	\$ 39,469	\$ 54,313
<b>DVR</b>	\$ 9,085	1.01%	\$ 6,988	\$ 1,101	\$ 996
<b>L&amp;I</b>	\$ 3,494	0.39%	\$ 3,494	\$ -	\$ -
<b>Clark College on-site</b>	\$ 3,494	0.98%	\$ 3,494	\$ -	\$ -
<b>DSB</b>	\$ 4,271	0.48%	\$ -	\$ 1,797	\$ 2,473
<b>CSBG</b>	\$ -	0.00%	\$ -	\$ -	\$ -
LCCAP	\$ -	0.00%	\$ -	\$ -	\$ -
Clark County Council	\$ -	0.00%	\$ -	\$ -	\$ -
<b>HUD</b>	\$ 579	0.06%	\$ -	\$ 219	\$ 360
<b>SCSEP</b>	\$ 586	0.07%	\$ -	\$ 339	\$ 247
AARP - Vancouver	\$ 34	0.00%	\$ -	\$ 13	\$ 21
AARP - Wahkiakum	\$ -	0.00%	\$ -	\$ -	\$ -
Goodwill - Kelso	\$ 552	0.06%	\$ -	\$ 326	\$ 226
<b>Title II/AEFLA</b>	\$ 104,090	11.59%	\$ -	\$ 44,789	\$ 59,301
Clark College	\$ 78,446	8.73%	\$ -	\$ 29,642	\$ 48,803
LCC	\$ 25,644	2.86%	\$ -	\$ 15,147	\$ 10,497
<b>Carl Perkins</b>	\$ 33,538	3.73%	\$ -	\$ 14,494	\$ 19,044
Clark College	\$ 24,979	2.78%	\$ -	\$ 9,439	\$ 15,540
LCC	\$ 8,560	0.95%	\$ -	\$ 5,056	\$ 3,504

## Attachment D: WorkSource IFA Formula Pictorials

### On-Site Infrastructure Costs

#### Square footage cost allocation (per site):

$$\text{Per Square Foot Lease Cost} = \frac{\text{Lease Cost}}{\text{Total Square Footage}}$$

$$\text{Occupied Area Square Footage} = \text{Total Square Footage} - \text{Common Area Square Footage}$$

$$\text{Total Lease Cost of the Occupied area} = \text{Occupied Area Square Footage} \times \text{Per Square Foot Lease Cost}$$

$$\text{Total Number of Onsite FTEs} = \text{SUM}(\text{Agency FTE Count})$$

$$\text{Per Onsite FTE Occupied Area Lease Cost} = \frac{\text{Total Lease Cost of the Occupied Area}}{\text{Total Number of Onsite FTEs}}$$

$$\text{Agency Onsite FTE Lease Costs} = \text{Per Onsite FTE Occupied Area Lease Cost} \times \text{Agency FTE Count}$$

#### Shared Resources (per site):

$$\text{Per Square Foot RSA Cost} = \frac{\text{Resource Sharing Agreement Cost}}{\text{Total Square Footage}}$$

$$\text{Total RSA Cost of the Occupied Area} = \text{Per Square Foot RSA Cost} \times \text{Occupied Area Square Footage}$$

$$\text{Per Onsite FTE Occupied Area RSA Cost} = \frac{\text{Total RSA Cost of Occupied Area}}{\text{Total Number of Onsite FTEs}}$$

$$\text{Agency Onsite FTE RSA Costs} = \text{Per Onsite FTE Occupied Area RSA} \times \text{Agency FTE Costs}$$

#### Total On-Site Infrastructure Costs (per site):

$$\text{Total On-Site Infrastructure Costs} = \text{SUM}(\text{Total Lease Costs of the Occupied Area, Total RSA Cost of the Occupied Area})$$

$$\text{Total Agency On-Site Infrastructure Cost} = \text{Agency Onsite FTE Lease Costs and the Agency Onsite FTE RSA Costs}$$

### Common Area Infrastructure Costs

#### Square footage cost allocation (per site):

$$\text{Per Square Foot Lease Cost} = \frac{\text{Lease Cost}}{\text{Total Square Footage}}$$

$$\text{Common Area Square Footage} = \text{Total Square Footage} - \text{Occupied Area Square Footage}$$

$$\text{Total Lease Cost of the Common area} = \text{Common Area Square Footage} \times \text{Per Square Foot Lease Cost}$$

**Shared Resources (per site):**

$$\text{Per Square Foot RSA Cost} = \frac{\text{Resource Sharing Agreement Cost}}{\text{Total Square Footage}}$$

$$\text{Total RSA Cost of the Common Area} = \text{Per Square Foot RSA Cost} \times \text{Common Area Square Footage}$$

$$\text{Agency Onsite FTE RSA Costs} = \text{Per Onsite FTE Occupied Area RSA} \times \text{Agency FTE Costs}$$

$$\text{Total Federally Funded Participants} = \text{SUM}(\text{Agency Participant Counts})$$

$$\text{Agency Allocation Percentage} = \frac{\text{Agency Participant Counts}}{\text{Total Federally Funded Participants}}$$

$$\text{Agency Allocated Lease Costs} = \text{Total Lease Cost for Common Area} \times \text{Agency Allocation Percentage}$$

$$\text{Agency Allocated RSA Costs} = \text{Total RSA Cost for Common Area} \times \text{Agency Allocation Percentage}$$

$$\text{Total Common Area Infrastructure Costs} = \text{SUM}(\text{Total Lease Cost for the Common Area, Total RSA Cost of the Common Area})$$

$$\text{Total Agency Common Area Infrastructure Cost} = \text{SUM}(\text{Agency Allocated Lease Costs, Agency Allocated RSA Costs})$$

**Shared Operator and Front Desk Costs**

$$\text{Operator and Front Desk Personnel Costs} = \text{SUM}(\text{Salary, Benefits, Taxes, Contractor Administrative Costs})$$

$$\text{Agency Allocation of Total Shared Operator and Front Desk Costs} = \frac{\text{SUM}(\text{Operator and Front Desk Personnel Costs, Operator and Front Desk Onsite Lease Cost, Operator and Front Desk Onsite RSA})}{\text{SUM}(\text{Operator and Front Desk Personnel Costs, Operator and Front Desk Onsite Lease Cost, Operator and Front Desk Onsite RSA})} \times \text{Agency Allocation Percentage}$$

$$\text{Total Shared Operator and Front Desk Costs} = \text{SUM}(\text{Operator and Front Desk Personnel Costs, Operator and Front Desk Onsite Lease Costs, Operator and Front Desk Onsite RSA})$$

Commented [AG6]: Updated

Attachment E: 2024 - 2025 Next Budget

Partners: TOTALS		100%										The Underdog Mentality WSW Title 1										
		Career Path Services PY22 Dept. of Labor Community Project Summerworks	Partners in Careers PY22 Dept. of Labor Community Project Summerworks	Career Team PY22 Dept. of Labor Community Project Summerworks			Career Path Services WSW Title 1	Partners in Careers WSW Title 1		Job Corp	Pax WSW Title 1											
Allocation Basis: Net FTE						EcSA NCC	Career Team WSW Title 1															
Personnel Headcount:	13.5	0.8	1	0.75	15	0.25	2.2	2	1	3	1											
Site Presence (% of full time)		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	20.00%	7.50%	10.00%											
NET FTE Personnel:	9.78	0.8000	1.0000	0.7500	15000	10000	2.2000	2.0000	0.2000	0.2250	0.1000											
Net FTE factor:	1.00	0.082	0.10230	0.077	0.6345	0.102	0.225	0.205	0.020	0.023	0.010											
Allocated Costs																						
1. Shared Systems Costs-Personnel Salary & Fringe Basis: Net FTE Factor																						
ITEMS OF COST:Center Director/Operator																						
>10 FTE Director/Operator 8042																						
Annual Shared System Allocation	\$	90,000.00	\$	7,365.73	\$	9,207.16	\$	6,905.37	\$	13,810.74	\$	9,207.16	\$	20,255.75	\$	18,414.32	\$	1,841.43	\$	2,071.61	\$	920.72
2. Facilities and RSA Usage Costs Basis: Net FTE Factor																						
Items of Cost: Stonemill Monthly Rent, Internet and phone service, other utilities and shared supplies																						
>Occupancy 804																						
>RSA 8043																						