



**Workforce Development Council of Seattle-King County**

July 21, 2009

Ms. Holly Watson, Deputy Assistant Commissioner  
Employment Security Department  
WorkSource Standards and Integration Division  
PO Box 9046  
Olympia, WA 98507-9046

Dear Ms. Watson,

In accordance with WIA Title I-B, Washington State Policy # 3625, the Workforce Development Council of Seattle-King County is submitting an updated Memorandum of Understanding (MOU) for the WorkSource System in Seattle-King County. The updated MOU went through the formal process as outlined in state policy and was approved by our full Council in June 2009.

Please feel free to contact me at 206-448-0474 x 3010 if you have questions about our MOU.

Sincerely,

Marléna Sessions  
Chief Executive Officer

Attachments

## **Memorandum of Understanding for the WorkSource System in the Seattle-King County Workforce Investment Area**

### **Introduction**

This Memorandum of Understanding (MOU) is entered into in the spirit of cooperation and collaboration by the Seattle-King County Workforce Development Council, hereafter referred to as "the WDC" and the WorkSource System signatory partners, hereafter referred to as "the WorkSource partners."

The Workforce Investment Act states that each required partner shall enter into a MOU with the local board outlining (1) a description of services provided by partners within the One-Stop delivery system, (2) How the cost of the identified services and operating costs of the system will be funded, and (3) a method for referrals.

This Seattle-King County MOU strengthens how various services and resources will be provided to better serve their mutual customers, both job seekers and employers, through an integrated system of service delivery between participating partners.

Currently there are 2 comprehensive sites, 5 affiliate sites, and 10 connection sites in operation. It is understood that the development of these sites will require mutual trust and teamwork between the WorkSource partnering agencies, all working together to accomplish shared goals.

### **Vision for the WorkSource System**

The purpose of the Seattle-King County WorkSource System is to advance the economic self-sufficiency of customers and economic vitality of King County businesses by developing and maintaining a quality workforce and by serving as the focal point for local and regional workforce investment initiatives. This will be achieved through the delivery of high quality and integrated workforce investment, education, and economic development services for youth, job seekers and employers. The WorkSource system will focus resources, in part, on economically disadvantaged job seekers through skills building, wage progression, focused retraining, opportunities to achieve self-sufficiency and retention services. Universal access to the WorkSource system will be fostered by improving partnerships among community based organizations, human service, health, transportation, childcare and other service providers.

### **Services to be provided through the WorkSource System**

See Attachment A.

### **Shared Funding of Services**

The WDC will contract Workforce Investment Act (WIA) infrastructure and shared program costs with the WorkSource Operator(s). WIA adult and dislocated workers direct program services will be contracted to WDC-awarded providers. Non-WIA funded parties agree to develop Resource Sharing Agreements (RSA) with the WorkSource Site Managers and

Operator(s). These RSAs specify how the broader system costs are being shared, how costs are allocated and which organizations are contributing in-kind services and the services provided. These RSAs, including future modifications thereto, are referenced information and shall be considered as part of this MOU. The resources contributed to the WorkSource system could include in-kind resources, financial commitments, or some other contribution toward facilitating access to applicable core and intensive services. At a minimum, the resources contributed shall include each party's fair share of providing applicable core and intensive services. ESD will negotiate equitable sharing of financial risks associated with lease terms and resource sharing agreements to match the terms of the underlying obligation of the leaseholder.

### **Systematic Referral Process for WorkSource customers**

The WorkSource Operator(s), in partnership with community service providers will:

- Develop cross-referral protocols;
- Provide feedback on the success of cross-referral arrangements;
- Constantly improve the joint delivery of services to customers.

Non-financial Partnership Agreements may be developed to link community service providers to the WorkSource System for additional customer services and system enhancements.

### **The WorkSource System Performance Criteria**

All Federal and State negotiated performance measures, customer service levels appearing in State grants, locally defined measures in the WorkSource Operator contract, and future performance measurements developed in local policy are referenced information and shall be considered part of this MOU.

### **Governance of the WorkSource System**

Per the Workforce Investment Act, the WDC has oversight responsibility for the local WorkSource system's organizational processes, services, and accomplishments. However, accountability and responsibility for the WorkSource System is shared proportionally among its partners. Therefore, the organizational processes, services, and accomplishments will rest with the WDC, the WorkSource Operator(s) and the WorkSource partners.

The WDC will oversee the Seattle-King County WorkSource system and provide a portion of the necessary funding. Specifically, the WDC is responsible for designating the Operator(s) responsible for implementing and administrating the WorkSource system and setting the standards for their performance. The WDC ensures that the WorkSource system and its WDC-funded providers are compliant with federal and state regulations. It provides research, development and fundraising support to the system. The WDC coordinates its WorkSource investments and their expected returns with the WorkSource Operator(s). The WDC also

coordinates the placement(s) of additional centers, affiliates and self-service sites with the WorkSource Operator(s).

The WorkSource Operator(s) are responsible for implementing and managing Seattle-King County's WorkSource system under guidelines and rules established by the WDC. The Operator(s) oversee the management of WorkSource centers, affiliates, and connection sites, work closely with the WDC to coordinate the financial management of the WorkSource system, and ensure that system-wide standards are developed and maintained. The Operators are responsible for collecting and reporting performance measures to the WDC on a regular basis, in addition to responsibilities negotiated in their WDC contract.

The WorkSource partners co-invest, within their federal regulations, in the WorkSource system by providing services to job seekers and employers through the centers, affiliates, and connection sites. Responsibilities and expectations of partners at every level are detailed in the WorkSource partnership agreement. Each organization has a responsibility to provide specific services to its target population. As WorkSource partners, these organizations will also contribute to the provision of core services, as agreed in the WorkSource site contribution agreements. ESD will coordinate service delivery efforts with other MOU partners to the extent those services are also aligned with Workforce Administration policies; directives and guidance from their senior leadership; and all legal and contractual obligations. In addition to the roles and responsibilities outlined in this MOU, partners will retain appropriate managerial control of programs it is directly responsible for, which are guided by its agency's strategic and applicable operating plan.

## **EMPLOYMENT SECURITY DEPARTMENT, OPERATIONAL / SERVICES COMMITMENTS**

[At a minimum, and in coordination with partners]

### **DESCRIPTION OF SERVICES**

#### **Core Services Summary:**

These services may include any of the following: Business outreach, SKIES registration, initial job readiness evaluation/assessments, job referrals, employment referrals, staff assisted job match, service orientations, Job Search Reviews, Labor Exchange, Job Hunter, Bonding Assistance, Labor Market Information, WOTC Certification, Training and Re-training Information, Rapid Response, Referrals to Partner Programs and Community Resources. ESD staff will contribute to core services via signed Site Contribution Agreements.

#### **Intensive Services:**

Intensive services are provided through direct interaction with service delivery staff. The intensive services tier is geared to provide more in-depth job search and career management assistance.

WorkFirst, Veterans Employment, Food Stamp, H2-A and H-2B, Disability programs are examples of programs that require intensive services to customers, most of which are guided through federal requirements.

**Initial Assessment: (Desk-level Interview)**

- Assist customer in determining employment and or career development pathways by job readiness and skills assessment.

**Job Referrals:**

- As part of the coordinated effort, King County ES staff will provide labor exchange services: job referrals, employment referrals, staff assisted job match and assist with placement and career counseling for Veteran's Employment Programs, Claimant Placement Program, Labor Exchange, Migrant and Seasonal Farm Worker Services, and WorkFirst customers.

**Labor Market information:**

- Provide labor market information (e.g., job vacancy listings, providing occupation information e.g. demand, decline or balance, information on job skills required; information on demand occupations).
- Resource room computer(s) in WorkSource centers, affiliates and connection sites will have electronic connection (web-link) to Workforce Explorer.

**UI Information:**

- Provide basic information regarding filing for unemployment compensation. Identified UI liaisons will assist claimants' access the automated systems and telephone (KIOSK) located in resource room. All WorkSource and Affiliate sites at a minimum are required to provide phone accessibility and internet connections so that potential UI customers can file for unemployment insurance benefits.
- UI Liaisons located at designated WorkSource Centers and Affiliates are to assist those UI claimants with disabilities file claims and answer basic questions.
- Locations without UI Liaisons on site direct claimants to the UI KIOSK/phone and connect to the telecenter.

**Referrals To Financial Aid:**

- Assistance in sharing of eligibility information for financial aid assistance to potential candidates interested in attending training offered by WIA, TAA, local training providers, Community Colleges.

**Employment Readiness Job Hunter Workshops:**

- King County ES staff will support and assist in providing a series of employment readiness modules as part of core services to all job seekers that are accessing employment services

through WorkSource sites where ES staff are co-located. The six modules include orientation, knowing one's self, skills and ability analysis, the job market, effective job search, applications and resumes and interviewing.

- During the presentation for benefits and rights (UI claimants) orientation Employment Security staff present an overview of all training programs and opportunities offered through the WorkSource system and WorkSource partners. Referrals to training are documented in SKIES by Employment Security staff at that time of the interview. This is especially effective for identifying dislocated and adult workers.

#### **Coordinated Referral / Sharing of Training and Retraining Information:**

- Participate in a coordinated referral system. King County has multiple partners co-located with in each office. Job Seekers and potential candidates seeking training or retaining opportunities are referred internally to multiple partners with in the WorkSource system: DSHS (TANF eligibility); post-secondary education, ABE, ESL, worker retraining and financial aid information (Community Colleges); Adult/Dislocated worker and worker retaining training (WIA); Community Jobs (CTED contractors); etc.

#### **Business Services**

- The overall employer-services outcomes are to provide excellent comprehensive services to businesses and jobseekers, transitioning job seekers to viable new employment as quickly as possible and helping employers to solve their human resource problems by directly providing or brokering information, tools, services, and resources they need to be successful. Increased outreach efforts and networking opportunities will lead to stronger relationships between the business community, SBA and WorkSource partners and increase the Business Services Team's ability to recruit employers for WorkSource hiring and recruitment events and better understand hiring needs and trends across industries.
- The King County Business Services Team will work to increase quality job orders, to narrow the inventory gap between desired occupations and available opportunities, and to identify steps to meet business recruiting and placement needs. King County ES staff business services staff will utilize available data, such as job seeker inventory and O\*Net codes, to customize and concentrate services to better match job seekers and available jobs.
- The King County Business Services team will collaborate with local partners and Regional LMEA economist to identify targeted industries and occupations with projected job openings and training needs that match the job seeker inventory.

#### **Information and Referrals for Support Services:**

King County ES staff will assist with referrals and access to information to local community based organizations, partners and programs; such as income assistance, housing, food, or medical care. See attachment B for a detailed flow diagram regarding the referral process.

## **DURATION AND MODIFICATION OF THE MOU**

The WorkSource partners agree that the terms of this MOU will take effect as of the date of signature and will continue in effect until December 31, 2010 or such time as any partner or partners will modify, extend, or terminate this MOU. Termination of the MOU will be effective when all partners agree in writing to its termination. This MOU may be modified at any time by written agreement of the parties.

Any partner to this MOU may withdraw, giving written notice of their intent to withdraw as a partner. In such case, all pertinent terms of the MOU will continue in effect for the remaining partners. Any party may cancel the contract or agreement at anytime for cause, or may cancel without cause on a 90-day written notice.

## **CONFIDENTIALITY**

Exchanged customer information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the parties collecting, receiving or sharing information.

## **DISPUTES**

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties to discuss and resolve disputes.

Should informal resolution efforts fail, the dispute shall be submitted in writing to the WDC for Chief Operating Officer (COO)/Chief Executive Officer (CEO)/designee review. The WDC COO/CEO/designee shall attempt to mediate and resolve the dispute.

If any party in the dispute is not satisfied with the decision of the WDC staff, the dispute shall be placed upon the agenda of a regular or special meeting of the WDC's Executive Committee. The Executive Committee or designee shall be requested to make a determination within thirty days. The decision of the Executive Committee or designee shall be final and binding on all parties to the dispute.

## **ASSURANCES**

The parties agree that all activities pursuant to this Memorandum of Understanding will be in accordance with all applicable current or future federal, state and local laws, rules and regulations. Parties shall not discriminate or deny services and shall ensure that equal access is provided to all eligible individuals, without regard to age, sex, marital status, sexual orientation, race, creed, color, national origin, religion, political affiliation or belief, or disability, in both program participation and employment, and on the basis of citizenship and participation in WIA programs; as referenced in Section 188 of the Workforce Investment Act and the implementing regulations in 29 CFR part 37. Obligations resulting from fraud or misuse of funds by any party remain the sole responsibility of that party. As a service delivery system, the agencies under this agreement shall assure all programs, services, and offices or facilities are accessible and

welcoming for people with disabilities. The Division of Vocational Rehabilitation, Department of Social and Health Services, shall provide consultation, training and technical assistance to other partners, in order to help identify and recommend solutions for any gaps in service delivery to people with disabilities.

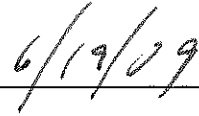
**SEVERABILITY**

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

**AUTHORITY AND SIGNATURES**

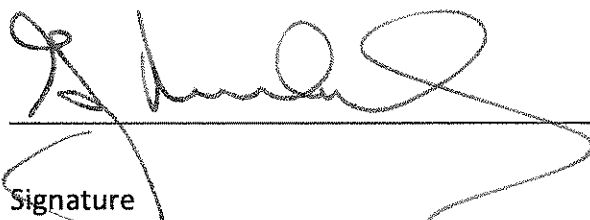

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing.

**For the Workforce Development Council**

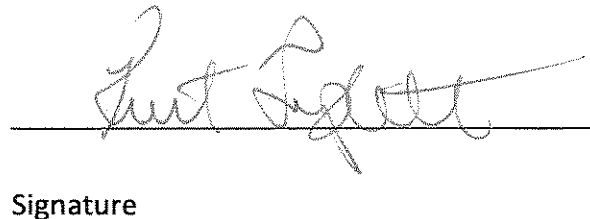
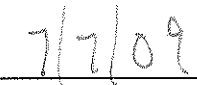
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Signature Date

Richard Berkowitz, Director, Pacific Coast Operations - Transportation Institute

**For The Chief Elected Officials**


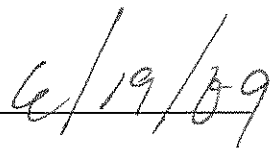
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Signature Date

Greg Nickels, Mayor, City of Seattle

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Signature Date

Kurt Triplett, King County Executive

For One-Stop System Partners

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Signature

Date



David Freiboth, Executive Secretary, King County AFL-CIO

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Signature

Date

Victorine Joyner, Seattle Indian Center

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Signature

Date

Deborah Doyle, Regional Administrator for Community Services Division, DSHS

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Signature

Date

Jill Wakefield, Chancellor, Seattle Community College District

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Signature

Date

Dot Fallihee, Employment Security Area Director, WA State Employment Security

Fred Keene

7/16/09

Signature

Date

Fred Keene, Outreach Coordinator/Business Community Liaison, Job Corps

Tom Tierney

7/14/09

Signature

Date

Tom Tierney, Executive Director, Seattle Housing Authority

Ron Falberg

7/14/09

Signature

Date

Ron Falberg, DVR Area 2 Manager

Robert Swanson

7/14/09

Signature

Date

Robert Swanson, Executive Director, Washington State Association of Community Action Agencies

Irene Stewart

7/21/09

Signature

Date

Irene Stewart, Director, Mayor's Office for Senior Citizens – City of Seattle

## Attachment A

### Services to be provided through the WorkSource System

In order to promote a seamless system to the customer, teams formed by the co-located site partners provide many of the services. Partners, varying by site, may include providers funded by: WIA Title 1-B, NAFTA/TAA, ES (Wagner-Peyser, Veterans), DVR and WorkFirst. Therefore, the general terminology of Service Provider Team appears in the Provider Column.

The following are the services that will be delivered through the WorkSource System:

A. CORE SERVICES	CORE SERVICES AT WORKSOURCE CENTERS & AFFILIATES INCLUDE BUT ARE NOT LIMITED TO:	
SERVICE	DESCRIPTION	PROVIDER (S)
Eligibility Determination	Determination of Title I-B assistance eligibility.	WIA funded service providers. The operator is responsible for ensuring that this is done in accordance with WDC policies.
Outreach/Intake/Orientation	<p>Outreach includes marketing services to job seekers, workers and employers through a wide variety of approaches including the Website.</p> <p>Intake, which may include profiling, determines appropriate service delivery to customers, including their ability to register for programs.</p> <p>Orientation to services includes description of state's one-stop services, links to local areas and information about accessing services in the specific site.</p>	Service provider team
Initial Assessment	Begins with intake and sorts for customer needs and available options. The focus is on determining customer's job readiness, including workforce skills, and available appropriate services.	Service provider team and Connections Teams.

SERVICE	DESCRIPTION	PROVIDER (S)
Labor Market Information	Includes current and projected occupational supply and demand information; current occupational wage information; occupational skill standards and employer nonproprietary information.	Service provider team. ES will be the primary source of information.
Training and Retraining Information	Includes access to and information about vocational exploration, basic skills and literacy training, job search skills, self-employment and entrepreneurial training, training leading to the award of skill certificates, work-based learning, two-year or four-year degree programs and state-approved apprenticeship programs. Also includes information on education and training program outcomes, including completion rates, placement rates, and wage rates of graduates.	Service provider team
Performance Information on Local One-Stop	Includes how the local area is performing on the local performance measures and any additional performance information with respect to the one-stop delivery system in the local area.	The operator will be responsible for providing information specific to each of the centers and affiliates.
Information and Referral for Supportive Services	Includes access to information regarding services needed by job seekers, such as income assistance, housing, food, or medical care. Limited support service funds are available for registered Title I-B participants who cannot access services from other sources.	Service provider team

SERVICE	DESCRIPTION	PROVIDER (S)
Unemployment Insurance (UI) Information	All sites required to provide phone accessibility and internet connections to file for UI benefits. WorkSource Centers are required to have someone on site with knowledge to take claims in person when customer is disabled or unwilling to file their claim by phone.	ES provides assistance
Assistance establishing eligibility for Welfare-to-Work activities and for other training and education programs.	Includes individual program criteria for client self-screening on Website, and available literature and information on financial aid assistance for other training and education programs available in the area.	Service provider team
Resource Room Usage	Required access to Internet and Internet Accounts, printer and copier, posted job listings, and literature.	Service provider team
Workshops and Job Clubs	Includes "How To" group sessions such as self-assessment, resume preparation, and job search. If provided with Title 1-B funded staff assistance, WIA registration will be required.	Service provider team
Job Counseling and Initial Development of an Employment Plan	Can be offered either individually or in group sessions that help job seekers make the best use of the information and services available.	Service provider team
Follow-Up Services	Includes counseling regarding the workplace for a minimum of 12 months for individuals participating in Title 1 funded activities that are placed in unsubsidized employment.	Providers funded by: WIA Title 1-B, NAFTA/TAA, ES (Wagner-Peyser, Veterans), DVR eligible and WorkFirst.
Translation Services	Upon request and availability, services must be to customers in their first language.	Service provider team, CBO and private business.

SERVICE	DESCRIPTION	PROVIDER (S)
Job Referrals	<p>Talent referrals offered for non-registered customers. Both workers and employers may choose to post job announcements and resumes on an electronic system that is open to all. Employers may recruit directly from the centers.</p> <p>For registered customers, consists of job development services that are tailored to the needs of specific employers and job seekers. Staff assisted testing or background checks may be provided for referrals.</p>	Service provider team
<b>B. INTENSIVE SERVICES (REGISTRATION REQUIRED FOR TITLE I-B PARTICIPANTS)</b>	<b>INTENSIVE SERVICES AT WORKSOURCE CENTERS &amp; AFFILIATES INCLUDE BUT ARE NOT LIMITED TO:</b>	
Comprehensive and Specialized Assessments	Assessments of the skill levels and service needs of adults and dislocated workers, may include: diagnostic testing, use of other assessment tools, in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.	Providers funded by: WIA Title 1-B, NAFTA/TAA, ES (Veterans), DVR eligible, WorkFirst, and Community and Technical Colleges.
Development of an Individual Employment Plan	Identifies the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals.	Providers funded by: WIA Title 1-B, NAFTA/TAA, ES (Veterans), DVR eligible, WorkFirst, and Community and Technical Colleges
Group Counseling/Job Clubs	Group activities includes interest and skill assessment, career planning, labor market information, job resumes and application, job search, and job advancement and retention.	Providers funded by: WIA Title 1-B, NAFTA/TAA, and WorkFirst.

SERVICE	DESCRIPTION	PROVIDER (S)
Individual Counseling and Career Planning	Prepares and coordinates comprehensive employment plans, including appropriate testing.	Providers funded by: WIA Title 1-B, Boeing, NAFTA/TAA, ES (Veterans), DVR eligible, WorkFirst, and Community and Technical Colleges.
Case Management	Ensures access to WIA and other support services and training, and provide job and career counseling, including follow-up services.	Providers funded by: WIA Title 1-B, NAFTA/TAA, ES (Veterans), DVR eligible and WorkFirst.
Short-Term Prevocational Services	Includes development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.	Providers funded by: WIA Title 1-B, NAFTA/TAA, ES (Veterans), DVR eligible and WorkFirst.
Follow-Up Services	Ensures retention and wage progression through counseling registrants after entering employment. Retention services will be provided for a minimum of 12 months for individuals participating in Title 1 funded activities that are placed in unsubsidized employment.	Providers funded by: WIA Title 1-B, NAFTA/TAA, ES (Wagner-Peyser, Veterans), DVR eligible and WorkFirst.
<b>C. BUSINESS SERVICES</b>	<b>BUSINESS SERVICES AT WORKSOURCE CENTERS &amp; AFFILIATES INCLUDE BUT ARE NOT LIMITED TO:</b>	
Business Services	Access to labor market information; recruitment, screening, and referral of qualified applicants; assisting employers with regulations; access to economic development information and resources; allocating job vacancies; brokering customized job training; connecting firms to One-Stop information; technical assistance on assessment, recruitment, and human resources, and Rapid Response activities.	Business Services Teams throughout WorkSource, Rapid Response Team and the service provider team, under the direction of the Business Services Manager.



Adult Education and Literacy Activities in Combination With Training	ESL, literacy and basic skills programs.	Institutions of higher education and CBOs.	WorkSource, higher education institutions and/or CBOs, employer sites
<b>SERVICE</b>	<b>DESCRIPTION</b>	<b>PROVIDER (S)</b>	<b>SITE (S)</b>
Customized Training	Training to meet both worker and employer needs for specific job skills.	Providers that appear on the ETPL and WDC approved CBO exceptions.	ETPL sites and employer sites

The above lists of services may be modified or expanded from time to time by the Washington State Plan or the Seattle-King County Workforce Development Council Local Unified Plan. These changes, when made, are incorporated into this MOU by reference.

Each WorkSource system Operator shall convene representatives of each WorkSource partner to determine which core, intensive, training or other services are applicable to each agency and how the applicable services can be most effectively delivered to common customers.

# Seattle-King County MOU Attachment B: CUSTOMER FLOW

