

EASTERN WASHINGTON PARTNERSHIP

WORKFORCE DEVELOPMENT COUNCIL

956 S. Main • Colville, WA 99114 • (509) 684-8421 • Fax (509) 685-6094

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EASTERN WASHINGTON PARTNERSHIP WORKFORCE DEVELOPMENT COUNCIL ONE-STOP OPERATOR AGREEMENT

The following One-stop Operator Agreement (the Agreement) sets forth the terms of agreement for the Eastern Washington Partnership Workforce Development Council and Regional Board of County Commissioners, hereinafter referred to jointly as the EWPWDC, and its One-stop Operators.

1. Purpose of Agreement

It is the purpose of this agreement to specify the role and responsibilities of the One-stop Operators as they relate to implementing, managing and operating the One-stop system in the Eastern Washington Partnership workforce development area under the Workforce Investment Act. The designation of the one-stop operators has been agreed upon by the EWPWDC, the regional board of county commissioners, and three of the WorkSource partners. The one-stop operators so designated are Rural Resources Community Action and Employment Security.

2. One-stop Career Center Commitments

The One-stop Operators will ensure that each WorkSource Center and Affiliate site operates in a manner which supports the operation policies and procedures of the EWPWDC and of the EWP WorkSource Partnership. The organizations operating at, or in association with the Center or Affiliate, sign a Memorandum of Understanding outlining their commitments to:

- the use of the Leadership Team as the onsite management approach on behalf of the Partnership
- the policies and procedures to manage onsite staff
- the protocols for operations, customer interactions, and staff interactions
- operate in accordance with the EWPWDC quality standards for certification
- using a cost allocation methodology using generally accepted accounting principles.

The Memorandum of Understanding and Resource Sharing Agreement for each EWP WorkSource partner organization further defines the operational commitments.

3. One-stop Operator Role/Function.

The role of the One-stop Operator is equivalent to that of managing partner to coordinate activities throughout the One-stop system. In that role, the One-stop Operators identify issues that need to be addressed that have to do with service delivery and performance. The One-stop Operators work with partners to form acceptable solutions to the issues.

The One-stop Operators are responsible for ensuring that the integrated service delivery system at EWP WorkSource Centers and Affiliates support EWPWDC policies related to oversight and implementation of the One-stop delivery system. Additionally, the One-stop Operators are responsible for ensuring that the service delivery system at the Centers and Affiliates fully integrates the products, protocols, and quality standards that conform to the EWPWDC Strategic and Operations Plans. The One-stop Operators shall utilize the WorkSource Leadership Team as the primary structure within which operational issues are identified, referred, and/or resolved.

The One-stop Operators shall support the EWP WorkSource Partnership's structure for design and implementation of customer services.

Specifically, and in accordance with Washington's WorkSource System Policy #1008, One-stop Operator policy, the One-Stop Operator's Roles and Responsibilities include but are not limited to the following:

1. Performing the specific responsibilities designated by the WDC in carrying out the local WIA/Wagner-Peyser Operations Plan, the Integration Framework, Washington Works and any other integration initiatives.
2. Working with partners within a center and/ or system to function as a multi-EWPWDC team.
3. Determining the extent to which SKIES is being used as the case management system by staff members who have state authorization to use SKIES for recording and reporting information on services provided.
4. Implementing WorkSource system policies and standards that operationalize the local WIA – Wagner Peyser Plan and Memorandum of Understanding to further integration efforts.
5. Encouraging partner collaboration which:
 - Continuously strives to achieve shared ownership for success of the customer and the system;
 - Clearly benefits a range of jobseekers and workers, particularly those needing skill development opportunities to successfully attain their immediate and long range employment goals;

- Ensures that Center and Affiliate partner staff and management share a common knowledge of the local WorkSource system, labor market, service providers, and partner programs, in addition to having expertise in the programs they operate, and
- Contributes to collective accountability for achieving system outcomes, in addition to an individual partner program's outcomes.

The WDC recognizes two distinct roles for its one-stop operators. The principal responsibilities of each role are as follows:

One Stop System Operator (Employment Security) – this role has responsibility for:

- Partner engagement in joint planning and implementation of a fully integrated, system wide service delivery model (coordination and integration of agencies, resources and services across the service delivery system)
- Ensuring universal access for job seekers, workers and employers
- Convening partners to evaluate service delivery and integration, financial needs / resources, performance and quality improvement opportunities
- Serving as the liaison with the state on various initiatives and ensuring representation on committees (such as the Marketing & Business Services committees.)
- Reporting to the council, state and other interested stakeholders on system performance and results
- Responding to customer and community needs and inquiries
- Negotiating local WorkSource performance measures (systemic)

Fiscal and Administrative Operator (Rural Resources) – this role has responsibility for:

- WDC planning and administrative policy development efforts (WorkSource operational policies will be developed in conjunction with the System operator and WorkSource partners)
- Contractor oversight and monitoring
- Negotiating area performance measures (programmatic)
- Coordinating workforce investment activities with economic development agencies and activities
- Administering WIA agreements with service providers
- Staffing the Youth Council
- Acting as the fiscal agent on behalf of the LEOs and WDC
- Responding to customer and community needs and inquiries
- Reporting to the council, state and other interested stakeholders on performance and results

General:

Recognizing the natural intersection of policy and oversight responsibilities that are associated with their roles, the Operators are expected to use a consensus decision-making model thereby ensuring that the needs and interests of the workforce development area are being met while also ensuring compliance with all laws, regulations, and policies that govern the workforce development system.

The WDC will exercise its leadership and oversight role of the one-stop delivery system by formalizing a reporting mechanism to the WDC that will hold the operator entities accountable for meeting Council expectations regarding roles, responsibilities, and outcomes. The One-Stop Operators will report to the Council on progress made toward meeting expectations through reports to the Quality Assurance Committee which will include such information in its reports to the full Council. Such reports will be made on an annual basis. They will be documented in the Quality Assurance Committee minutes as well as in the WDC meeting minutes.

4. DURATION OF AGREEMENT

The Agreement will commence on the 1st day of October, 2012, and shall remain in full force and effect until September 30, 2014 or until (a) the Governor or the chief local elected official withdraw their agreement; (b) there is an agreement between the EWPWDC and a consortium of entities that includes at least three or more of the required One-stop partners to designate a different entity as the One-stop Operator and that entity is agreed to by the chief local elected officials and the Governor; or (c) the EWPWDC, with the agreement of the chief local elected officials, designate a One-stop Operator through a competitive process. The designation or certification is reviewed by the Governor and chief local elected officials whenever the biennial certification of the EWPWDC is made.

This agreement will be reviewed at a minimum of every two years. The agreement will be distributed to the various WorkSource partners at any time that it is changed or amended.

5. DISPUTE RESOLUTION

WorkSource partners, at times, may have a disagreement about some matter with a one-stop operator that falls outside of the scope of the Memorandum of Understanding and that they are unable to resolve. In this case they can document the issue and the efforts they have made to resolve it. They can submit the documentation to the Workforce Development Council (WDC). The WDC Chairperson and the Chief Local Elected Official (CLEO) will meet with the parties involved in the dispute in order to attempt to resolve the issue. The WDC Chairperson and the CLEO will issue a written recommendation for resolving the issue.

5. AMENDMENT

This Agreement may be amended at any time by the written, signed consent of all the parties.

6. SEVERABILITY

Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

7. TERMINATION

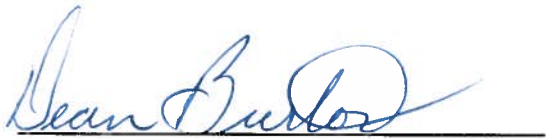
Either party may terminate this agreement for any reason by providing written notice to the other party 30 days prior to the effective date of termination. The specific basis for termination of this agreement shall not in any manner modify or impair the foregoing general power of termination of the EWPWDC.

Termination for Cause: The EWPWDC may terminate the agreement if, after following the provisions set forth in this agreement, it determines that the One-stop Operator(s) has failed in the performance of the covenants and obligations of this agreement. The EWPWDC shall notify the One-stop Operator(s) in writing of the termination and reasons for the termination, together with the effective date.


Termination for Convenience: Either party may, without cause, at any time during the term of this agreement, terminate this agreement by giving a written notice of its intention to terminate the agreement upon a specific date. If the party giving the termination notice does not withdraw the notice in writing, this agreement shall terminate on the date specified upon expiration of a twenty-day period from the date of the letter.

8. AUTHORITY

The undersigned officials are authorized to execute this Agreement on behalf of the parties. The undersigned Agencies bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until executed by all Parties involved.



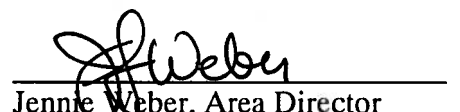
Dean Burton, Chairman
Regional Board of County Commissioners



William Clemens, Chairman
Eastern Washington Partnership WDC



Tom O'Brien, Director
Rural Resources Community Action



Jennie Weber, Area Director
Employment Security Department



Eastern Washington Partnership

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One-Stop Operator Agreement

We, the undersigned, support the designation of Rural Resources Community Action and the Employment Security Department as the One-Stop Operators for the Eastern Washington Partnership Workforce Development Council (EWPWDC). We have received a copy of the EWPWDC's proposed one-stop operator agreement and are aware of the roles and responsibilities of each of the Operators. This agreement shall remain in effect until such time as the EWPWDC chooses to cease its one-stop operator designation of the two named entities.

 10/1/2012  09/24/12
Employment Security-Walla Walla Date Rural Resources Community Action Date

 9.20.12
Blue Mt. Action Council Date