

MEMORANDUM OF UNDERSTANDING

Pursuant to the Workforce Investment Act of 1998 for the WorkSource One-Stop Delivery System in Clark, Cowlitz and Wahkiakum Counties

Purpose

This Memorandum of Understanding (MOU) between the Southwest Washington Workforce Development Council, hereafter referred to as the "SWWDC," the Southwest Washington Workforce Development Council Executive Board of County Commissioners acting on behalf of Clark, Cowlitz and Wahkiakum Counties, and the One-Stop Delivery System signatory partners, hereafter referred to as "the WorkSource partners", describes how services are to be provided through the WorkSource One-Stop System; how resources are to be shared within the system; and how individuals are to be referred among WorkSource partners for appropriate services and support. Currently there are two comprehensive One Stop sites in operation, WorkSource Town Plaza in Vancouver, and WorkSource Cowlitz/Wahkiakum in Kelso.

Services of One-Stop Partners

The One Stop Partners agree to be the entities responsible for the delivery of programs specified in the Workforce Investment Act of 1998, Section 121(b), 29 USC 2841, in Clark, Cowlitz and Wahkiakum counties and further agree to participate in the One-Stop delivery system.

Programs will include:

1. Programs authorized under the Workforce Investment Act WIA Title I-B, 20 U.S.C 9201, to include youth, adult and dislocated worker.
2. Wagner-Peyser Act (29 U.S.C. 49).
3. Adult education and literacy activities authorized under Title II of the Workforce Investment Act (20 USC 9201)
4. Programs under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720).
5. Programs under Section 403(a)(5) of the Social Security Act (42 U.S.C.603(a)(5)) (as amended by section 5001 of the Balanced Budget Act of 1997), Welfare-to-Work.
6. Programs under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056).
7. Postsecondary vocational education activities authorized under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301).
8. Programs under Chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271).
9. Programs under Chapter 41 of Title 38, United States Code (Veterans services).
10. Employment and training activities carried out under the Community Services Block Grant Act (42 U.S.C. 9901).
11. Employment and training activities carried out by the Department of Housing and Urban Development (42 U.S.C. 3531)
12. State unemployment compensation programs under (Title 50 RCW)
13. Job Corps
14. Vocational Rehabilitation

Certification of Authority

The parties hereto, by their signatures, certify that they possess full legal authority, as provided by state and local statutes, charters, or ordinances to enter into this Memorandum of Understanding.

Vision for the WorkSource System

The purpose of the WorkSource One Stop Delivery System is to advance the economic well being of the Southwest Washington region 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 effective and integrated workforce investment services for job seekers and employers.

SWWDC and its partners will:

- Think and act as an integrated system of programs that share common goals, yet are delivered by various partners with the best capabilities.
- Create a delivery system that is responsive to employers and prioritize services to respond to high demand occupations and critical job needs of targeted industry clusters.
- Focus workforce efforts on outcomes and make investments in programs and services accordingly.
- Align goals and initiatives with economic development, labor and education partners.
- Regularly review program and service performance for quality improvement.

It is understood that the development and implementation of this system will require mutual trust and teamwork between all involved parties. It is further acknowledged that the system, because it is driven by local needs, will evolve over time, as employer and individual customer needs change.

WorkSource Contacts

- a. Southwest Washington Workforce Development Council
Lisa Nisenfeld, Executive Director
805 Broadway, Suite 412, Vancouver, Washington 98660
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- b. Southwest Washington Executive Board of County Commissioners
Marc Boldt, Clark County Commissioner and SWWDC Chief Local Elected Official
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- c. ARBOR E & T
Matt Sneed, Co-Director
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Vancouver, WA 98661-7046
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- d. Employment Security Department
Robert Brown, ESD Area Director
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- e. Lower Columbia Community Action Program
Ilona Kerby, Executive Director
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Longview, WA 98632
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The partner contact information may be updated from time to time by giving written notice to all partners.

General SWWDC Responsibilities:

- The SWWDC will meet regularly to provide governance, policy and program oversight for the Clark and Cowlitz/Wahkiakum WorkSource centers and the southwest Washington workforce system as identified by the SWWDC Strategic Plan and the SWWDC Operations Plan.
- The SWWDC shall develop and implement a workforce development plan consistent with Section 117 of PL 105-220.

- The SWWDC will select providers and award contracts for the provision of One-Stop Operator(s) and WIA adult, dislocated worker and youth services, including development and oversight of local performance measures.
- The SWWDC will designate, certify, or decertify WorkSource One-Stop operators.

General ECDD Responsibilities:

- The Employment and Career Development Division (ECDD) of the Employment Security Department (ESD) is to ensure the delivery of services authorized under section 7(a) of the Wagner-Peyser Act. In addition to universal services to businesses and job seekers, the division is responsible for services and programs to special populations including veterans, unemployment insurance claimants, WorkFirst parents, dislocated workers and low-income adults¹, farm workers, persons with criminal conviction histories and persons with disabilities.
- In accordance with 20 CFR 652.215 and .216, ESD will comply with the U.S. Department of Labor regulations that require labor exchange services provided under authority of Wagner-Peyser, including services to veterans, be provided by public merit-staff employees of the Employment Security Department.
- All personnel matters, including performance and accountability of department employees, must remain under the authority of ESD and in compliance with any Collective Bargaining Agreement covering its employees.
- ESD agrees to have its staff receive guidance from the One-Stop operator and/or partners regarding the provision of labor exchange services provided it is within Department of Labor guidelines.
- ECDD will retain appropriate management of the programs for which the division is directly responsible, in accordance with all plans, including the local WIA mandated Strategic Plan and WIA Wagner-Peyser Operations Plan.
- ECDD will coordinate service delivery efforts with other partners in each local area to the extent those services are also aligned with ESD policies, ESD senior leadership directives and guidance, and all contractual and legal obligations.
- Shared costs will be allocated and funded according to DOL's One-Stop comprehensive Financial Management Technical Assistance Guide.

General One-Stop Operator's Responsibilities²:

- Implement and carry out one-stop services as described in the Southwest Washington Operations Plan, in compliance with all applicable federal, state and local regulations.
- Work with the SWWDC to design and implement integration of partners' staff and systems and the coordination of services for the one stop center, including the support of and participation in the value stream mapping and Lean processes.
- Coordinate participation of all one stop partners to jointly serve customers through the one stop service system.
- Monitor and coordinate the provision of quality integrated services to all customers (employers and eligible and enrolled participants) within the One Stop center.
- Facilitate problem solving and continuous improvement activities for the one stop center, as well as establish a process for on-going quality improvement in one stop center operations.
- Align services to meet the appropriate goals identified in the SWWDC Strategic Plan and ensure that the site operates within the parameters established by SWWDC.
- Provide and exhibit leadership through creating and sustaining common values, organizational directions, performance expectations, customer focus, collaboration and cooperative activities, and vision for staff in the implementation of lean principles.
- Ensure that non-enrolled WIA services are available to all customers and that eligibility is not required, facilitating cross referral and co-enrollment as appropriate.
- Resolve conflicts among partners and respond to complaints of one stop customers.

¹ If ESD is recipient of WIA contract

² Responsibilities as outlined in the One-Stop Operator Agreement.

- Foster partnership within the center to function as a multi-agency team, and promote and participate in collective accountability that recognizes system outcomes, in addition to an individual partner program's outcomes.
- Ensure that the self-sufficiency calculator is used with the majority of enrolled participants to document program impact on participant progress toward self-sufficiency and to help low-income individuals and jobseekers with career planning and budgeting.
- Develop cross-referral protocols in partnership with community service providers.
- Develop and execute a Resource Sharing Agreement (RSA) between the partners to specify how the broader system costs are being shared, how costs are allocated and which organizations are contributing in-kind services or other resources. The RSAs, including future modifications thereto, are referenced information and shall be considered as part of this MOU.
- Recruit additional partners and/or in-kind or other resources as appropriate.

General Responsibilities of Partners:

Each Signatory partner in the WorkSource system will:

- Support the provision of core, intensive, and training services through the one-stop delivery system.
- Work with the One Stop Operator to develop cross-referral protocols and coordination of other services as appropriate.
- Participate in the WorkSource System, including customer tracking, accountability, and continuous quality improvements.
- Support and participate in integration of services.
- Refer customers within the system and to other providers that may best meet their needs.
- Agree to the level of confidentiality between partners.

Performance Accountability

It is recognized that performance accountability is a shared responsibility of all WorkSource partners. The partners agree to engage in a process of continuous quality improvement to increase performance at the operator, provider, and system-wide level. All parties to this MOU agree to meet regularly to discuss performance issues, methods to meet participant outcomes measure, and to increase customer satisfaction.

A WorkSource Accountability Committee chartered by SWWDC meets quarterly. The committee is responsible for assuring appropriate return on investment of public funds, including WIA funds. Its findings and concerns form the basis for board actions related to WIA adult and dislocated worker investments. The WorkSource Accountability Committee regularly reviews performance data, making recommendations for improvement; reviews proposals for WIA contracts within WorkSource, recommending service providers to the Executive Board; and certifies WorkSource centers based on state and federal requirements, as well as local needs. The WorkSource Accountability Committee will regularly review performance data on integrated WorkSource outcome results, including WIA, Wagner-Peyser, and other programs operated by the Employment Security Department.

All partners hereby express their commitment to meet or exceed the performance goals identified in the Southwest Washington Strategic Plan and the WIA Title I-B and Title III implementing plans. The partners recognize that the workforce development system is evolving and commit to change for continuous improvement. All partners further agree to work towards the success of the WorkSource One-Stop partnership as a whole and to each individual partner organization.

All Local, Federal and State negotiated performance measures and future performance measurements developed in local policy are referenced information and shall be considered part of this MOU.

SKIES

All One-Stop partners located within WorkSource agree to participate in utilizing the SKIES system as the system of record for referral tracking and performance measurement. For the purpose of this MOU, the Employment Security Department defines participation in SKIES as:

- Ensuring a single point of contact for business and job seekers no matter where the system is accessed.
- Entering Job Orders and Job Seeker Registrations in the SKIES as the database and tracking system for referral and placement and to maximize job matching for the local workforce development system.
- Using SKIES to coordinate business contacts and to maximize local system goals as negotiated in the local MOU.
- Using SKIES as the basis for the development of a comprehensive system to measure results of ALL WorkSource partners in a non-duplicative way, while also allowing for extraction of partner specific results.

Duration and Modification

This MOU shall take effect as of the date of signature and will remain in effect for a maximum of three years.

Partners that suggest a modification to any element in the MOU must bring these recommendations forward in a participatory manner for discussion with the One-Stop Operator and the SWWDC providing at least 60 days for discussion, and possible inclusion in SWWDC Board meetings.

The SWWDC and any partner signing this agreement shall have the right to withdraw from this Memorandum of Understanding at any time, provided that the remaining members of the Memorandum of Understanding shall have received written notification of the party's intention to withdraw at least 120 days prior to the proposed effective date of such withdrawal. The Memorandum of Understanding shall remain in effect for the remaining partners.

The SWWDC shall have the right to remove a partner for cause after providing proper notice to said partner and to Clark, Cowlitz, and Wahkiakum counties.

WorkSource One-Stop System

Services covered by this Memorandum shall include all required services specified in the Workforce Investment Act of 1998, Section 134(d)(2), and, those services described in the local WIA Plan and ADDENDUM A, which are attached hereto and incorporated herein by reference.

Integration

Building upon the work and implementation of lean principles, Southwest WorkSource Centers have a functional service delivery model that delivers services efficiently and without regard to programmatic silos, is customer friendly, and has integrated funding resources. In this service delivery model, staff is no longer organized as a collection of programs, but rather by functional areas, enabling them to work more efficiently and providing improved services to customers.

All WorkSource staff share responsibility for all customers by utilizing a standard customer flow and by working together to address customer needs.³ The functional service delivery model allows for WorkSource customers to get the services they need, regardless of the funding source of the staff with whom they are working. This model eliminates the extraneous need of customers having to be aware of organizations, divisions, or programmatic funding streams.

Operating and Cost of Services

All parties of this Memorandum of Understanding who are located inside the WorkSource facility hereby agree to participate in the cost of operating and services delivered at the WorkSource facilities as identified in the negotiated Resource Sharing Agreement (RSA). The RSA establishes the terms and conditions under which the partnership will share resources in performance of One-Stop Services.

³ State of Washington Employment Security Department, WorkSource Standards & Integration Division, Policy 1007, October 5, 2009

Partners are charged costs based upon the percentage of Full Time Equivalent (FTE) employees relative to the total FTEs in the partnership. The percentage may be adjusted quarterly by written agreement of the parties.

Referrals

Each party to this Memorandum of Understanding agrees to comply with the following referral procedure to achieve efficient and customer focused service:

1. Customers seeking services shall be screened for interest and provided information on the full range of services available through WorkSource.
2. Customers referred to WorkSource or partners of the system shall be by phone, written or electronic means.
3. Referrals to WorkSource or partners of the system shall include the person's name, organizations and person making referral, date, and reason for referral.
4. Referring organizations shall keep record of referrals to include the person's name, organizations and person making referral, date, and reason for referral.
5. Organizations receiving referrals shall maintain record to include if the contact was made, date and action taken.

Disputes and Complaints

This section addresses disputes that may arise in the implementation of this operating agreement or any conflict between or among service providers/partners. It is intended to facilitate the resolution of such disputes at the level closest to the dispute.

- Disagreements and/or disputes should be settled at the lowest organizational level.
- If the parties continue to disagree, the issue should be submitted to the Executive Board of the SWWDC for resolution. The parties shall have the opportunity to present their position to the SWWDC Board of Directors at a regularly scheduled meeting. If the dispute involves an interpretation of a policy issued by WorkSource Standards and Integration Division (WSID), WSID will be asked by the SWWDC Board Chair to review the issue and provide a written opinion as to compliance with that policy. If the dispute does not affect a system-wide policy, the SWWDC Board Chair may request WSID's assistance in reviewing the dispute.
- If an issue cannot be resolved at the Executive Board of the SWWDC, the issue shall be forwarded to the Employment Security Department Commissioner for resolution in consultation with the Board Chair and local elected officials.
- If the Chief Local Elected Official disagrees with the Commissioner, assistance may be sought from the Office of the Governor.

Customer complaints will be addressed by WorkSource's Initial Customer Complaint Policy (ADDENDUM B). This policy addresses the process by which WorkSource should undertake whenever a customer has expressed an interest in, or chooses to, file a complaint.

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.

Assurances

The 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.

The partners in this agreement will assure that it will fully comply with the nondiscrimination and equal opportunity provisions of Section 188 of the Workforce Investment Act and its implementing regulations at 29 CFR Part 37. These regulations prohibit discrimination because of race, color, religion, marital status,

sex, national origin, age, disability, political affiliation or belief in both participation and employment in WorkSource programs.

The partners assure that they will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The partners also assure that they will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to operation of WIA Title I-financially assisted programs or activities, and to all agreements the WDC makes to carry out the WIA Title I-financially assisted programs or activities. The SWWDC understands that the United States has the right to seek judicial enforcement of this assurance.

Indemnification

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.

Authority and Signatures

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

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.

FOR THE SOUTHWEST WASHINGTON WORKFORCE DEVELOPMENT COUNCIL

Dale Lemmons, Chair
Southwest Washington Workforce Development Council

Date

FOR THE SOUTHWEST WASHINGTON EXECUTIVE BOARD OF COUNTY COMMISSIONERS

Marc Boldt, Chair
Southwest Washington Executive Board of County Commissioners

Date

FOR THE SOUTHWEST WASHINGTON WORKSOURCE ONE-STOP PARTNERS

Robert Brown, Area Director
Employment Security Department, WDA 7

Date

Matt Sneed, Co-Director
Arbor E&T, WorkSource Vancouver

Date

Ilona Kerby, Executive Director
LCCAC

Date

Dr. James McLaughlin, President
Lower Columbia College (Adult Education and Literacy, Perkins
Post-Secondary Vocational Education)

Date

Bob Knight, President
Clark College (Adult Education and Literacy, Perkins
Post-Secondary Vocational Education)

Date

Kristine Hammond, CSO Administrator, DSHS

Date

Cindy Williams, Supervisor, Division of Vocational Rehabilitation

Date

Dr. Twyla Barnes, Superintendent
Educational Service District #112 (WIA Title 1-B Youth)

Date

Nancy Martinez, Job Corps

Date

Roy Johnson, Director, Vancouver Housing Authority

Date

Robert "Bob" Barsocchini, Director of HR/General Counsel
Goodwill Industries of the Columbia Willamette

Date

Richard Corak, Director of Workforce Development
Tacoma Goodwill

Date

Addendum A

Description of WorkSource Service Delivery

Effective July 1, 2010, Southwest Washington's WorkSource Centers were no longer organized by program function. Instead, each WorkSource Center is organized around functional areas (Reception, Interviewing, Coaching/Financial Aid, Business Services, Continuous Engagement, and Quality Assurance). Staff and program resources will be reorganized to meet the needs of the customer and provide the customer greater access to staff and resources.

- Reception Area Function - Acts as the initial WorkSource point of contact, greets customers upon entry and maintains customer flow in the waiting area and Resource Room.
- Interviewing Area Function - Gathers customer information and enters into SKIES, evaluates education and work history to match customers to job openings, and recruits job applications for employers and Business Services Unit (BSU).
- Coaching Area Function - Helps customers navigate training and career paths to achieve their employment goals, identify barriers to employment, help customers work through these barriers, and package financial resources to assist them in training and intensive services. The Coaching Area employee will create a plan to improve the employability of those who have difficulty competing in the current labor market.
- Continuous Engagement Function - Contacts potential customers to engage them in WorkSource services to move them toward employment. Continuous Engagement (CE) will identify the employability of middle-skilled, under-skilled and economically disadvantaged customers who have difficulty competing in the current labor market and refer those customers to Intensive Services. This area will also capture return to work info to increase entered employment.
- Quality Assurance Function - Through review of files and other performance data, Quality Assurance will serve as the Center's primary resource for problem identification and facilitation of solutions. Emphasis will be placed on identification of system barriers to effective work.
- Business Services – This unit will work directly with target industry businesses to assist them in finding solutions to their workforce challenges by connecting them to qualified and skilled job seekers.

Core Services

Core Services: Businesses

Within each One Stop center, a business service unit comprised of staff members from multiple funding sources operates as a team to ensure that the needs of employers are met. Individual staff members specialize in specific industries and occupational clusters in order to develop expertise.

The focus of the Business Services Unit is primarily to build relationships with target industry sector companies, associations, and leaders with the explicit goal of providing high levels of value and attainment of "trusted advisor/partner" status with business. This strategy is in strong contrast to the transaction orientation that existed prior to the implementation of our demand driven/responsive system. Strategies and solutions can now credibly include broad and judicious use of non-traditional workers i.e. disabled and those candidates requiring customized training/skill attainment/support.

The workforce system adds value to business by clarifying needs and filling the need with appropriately skilled people who are strong fits for the work situation they are considering. Investments by the workforce system in tools such as JobFit increase the efficiency of the system and provide high value to the businesses we serve. The more rigorous approach to finding and matching the "most" appropriate candidates versus referring the first few who meet the minimum criteria (i.e. a resume/application scan) continues to garner rave reviews from industry.

We have also implemented a continuous improvement/feedback mechanism for industry to provide ongoing input to our service providers. After each assisted transaction (job order, labor market analysis,

and other workforce consultation) the customer is invited to provide suggestions/feedback to the service delivery team for quality assurance and training purposes.

Core Service: Job seekers (Reception Area, Interviewing Area)

The SWWDC does not provide any direct services to customers. All WIA adult, dislocated worker and youth program services are contracted out.

The following core services are provided by both Employment Security and WIA contractor staff based on client need - not funding source.

Services	Description
Core Services	Core Services Include But Are Not Limited To:
Outreach/Intake/ Orientation	Dissemination of and orientation to information regarding services available through the WorkSource System, including worker profiling and partner agency programs and services
Eligibility determination	Determination of eligibility for WIA Title I-B
Initial assessment	Initial assessment of skill levels, aptitudes, abilities, and supportive services needs
Job search and placement assistance, Job Club	Also includes career counseling, where appropriate
Labor market information	Provision of employment statistics information, including information relating to local, regional, and national labor market areas, job vacancy rates, information on required job skills, and information on local demand occupations.
Program performance and cost information related to training providers	Customers are provided access to the state list of eligible training providers which includes a description of the specific training program, performance and cost information. In addition, local training performance outcome reports are prepared by occupation and by training provider.
Dissemination of local program performance information	Information on 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
Information and referral to available supportive services and appropriate programs/services	Includes referrals to other partners as well as referral for more intensive services internally. Support funds are provided as needed and include child care and transportation assistance.
Unemployment insurance	Available through the UI kiosk at centers or from any touch tone phone. Printed materials are also available.
Assistance in determining suitability and eligibility for local programs and services	Pre-eligibility assessment tool is utilized in Resource Room and orientations to identify potential program eligibility. Also includes financial aid for training and education programs that are not funded under WIA, and other partner/non-partner programs and services
Follow-up services	Includes counseling regarding the workplace. (For participants in WIA Title I-B activities who are placed in unsubsidized employment, must be for not less than 12 months after the first day of the employment, as appropriate)

Reception area staff greets new customers and provides guidance and referral assistance as appropriate. All individuals are encouraged to attend an orientation session to obtain additional information on available resources. Initial orientations are held on a regular basis and are completely integrated to represent all applicable services. The orientation provides job seeker customers with a “next steps” checklist which may include meeting with staff from the Coaching Area to provide an initial assessment, referral, or schedule a follow-up appointment. When appropriate, co-enrollment is facilitated to ensure that individuals receive comprehensive services. In addition, various skill, aptitude, and career interest assessment tools are available and utilized to assist with providing self-service and staff assisted job search guidance.

The initial assessment includes personal information, education, program eligibility, and work skills

review. The Comprehensive Assessment involves a more in-depth look at education, work skills, program eligibility, and establishing an employment/training pathway with one-on-one advising.

Internal quality improvement reviews are in place at both of the region's One Stop Centers. A leadership team meets weekly to assess services and assign staff according to customer needs.

Intensive Services (Coaching Area, Continuous Engagement)

Intensive services are available to dislocated workers and other eligible participants who are unemployed and are unable to obtain employment through core services; and who have been determined by a one-stop operator to be in need of more intensive services in order to obtain employment; or who are employed, but who are determined by the Operator to be in need of such intensive services in order to obtain or retain employment that allows for self-sufficiency.

Specific intensive services include:

- Comprehensive and specialized assessments of the skill levels and service needs, such as diagnostic testing and use of other assessment tools;
- In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- Development of an individual employment plan identifying the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals;
- Individual and group counseling;
- Individual and group career planning;
- Short-term prevocational services including development of learning skills
- Job search and work maturity services including: communication skills, interviewing skills, punctuality, personal maintenance and accountability, and professional conduct, to prepare individuals for unsubsidized employment or training;
- General Education Diploma; and
- Literacy (including English as a second language)

Assessments

Applicants who are in need of additional assistance or are unsure of the appropriate career direction to take are assessed for general employability, level of need, and often times program eligibility.

The initial assessment includes a review of the job seekers skills and aptitudes and is meant to help determine what jobs to apply for and what other services or assistance may be indicated. Information is obtained related to The SKIES Initial Assessment Tool including: work history, job search results, transferable skills, educational background, family size and income, eligibility for other public assistance, proof of age, authorization to work, selective service registration, disability, etc.

Job seekers who require intensive and/or training services participate in the creation of an Employment (Service) Plan that will best meet their needs, interest, and aptitudes within the limitations of the current job labor market. The Comprehensive Assessment provided determines individual strengths, resources, readiness to work, prior training or educational achievements, interests, vocational aptitude and skill level, job match and employment opportunities, earnings potential and more. Much of this information is obtained and assessed through comprehensive interviews with a member of the Coaching Area team.

The Comprehensive Assessment includes information from the Initial Assessment and any relevant information gathered about the customer's needs. This includes services received at the one-stop and through other service providers and involves a more in-depth look at education, work skills, program eligibility, and establishing an employment/training pathway with one-on-one advising. Some of the comprehensive tools include:

CHOICES CT: Available to all customers, but is mandatory for TANF customers. This assessment can be completed individually or in a group setting. This assessment covers aptitude, values, and interests.

JobFit: Available to all customers and is often requested by employers for their job order process. JobFit is a web-based assessment tool that determines whether an individual is a good “temperament” match for a specific occupation. Rather than determining whether an individual “can do the job”, it determines whether or not the person “will do the job”.

CASAS is the required assessment instrument in WorkSource for all basic skills assessments such as English reading, writing, and arithmetic and is the first step in determining Basic Skills Deficiency.

As needed, WorkKeys, Compass/Asset Placement Test, and E-skills are also utilized. All assessment activity is entered into SKIES for each applicant.

Training services

Training services are provided to adults and dislocated workers who have been unsuccessful in obtaining or retaining employment after receiving intensive services, are in need of training services, and have the skills and qualifications to successfully participate in their chosen training program. JobFit is used as an assessment tool to determine which demand occupations are the best match for the customer’s abilities and interests, as well as the likelihood of completing training successfully. A financial assessment is used to determine an individual’s ability to support themselves during the training period. In addition, the SW Washington Qualifying Occupations List, Labor Market Information (Workforce Explorer), additional individual research, and the Washington State Eligible training provider list are all utilized to help the individual determine an appropriate training program and a specific training provider.

WIA training funds are intended to supplement other sources of training grants. Prior to issuing an ITA participants complete an application for federal financial aid (FAFSA). Participants also complete a budget worksheet outlining monthly income and expenses. Staff review aid available through training and/or other service providers and create a resource plan which identifies the mix of funds used to pay for training and supportive services. WIA funds are used for participants who are unable to obtain grant assistance from other sources or require assistance beyond what is available from those sources. Co-enrollment with other programs is common to leverage resources.

SWWDC tracks the results of training outcomes by individual occupation, by program, and by individual training provider. The metrics reviewed include:

- Number and percentage of individuals successfully completing the program
- Number and percentage of individuals who are employed at program exit
- Number and percentage of placements that are in a training related occupation
- Average cost of training and supportive services
- Average length of program enrolment
- Average length of training
- Average time from end of training to ext.

On-The-Job Training (OJT)

OJT contracts are written only when the training relates to the introduction of new technologies, new production or service procedures, upgrading skills, workplace literacy or other appropriate purposes identified by local policy. They are used in a variety of ways and each is customized to the skill requirements of the employer and the training needs of the job seeker. OJTs are a highly effective tool for certain occupations and for individuals with multiple barriers to employment including people with disabilities, TANF recipients, those who have been incarcerated, and individuals that have limited, or no, work history. OJTs are tracked by the SWWDC using the same metrics as ITAs.

Services to Youth

The youth program philosophy, as directed by the youth council, focuses on an individualized, case management approach to address both the intersecting and divergent needs and goals of the targeted populations. This is based on the belief, supported by research and local outcomes that student attainment of these goals happens when the student is presented with an opportunity for meaningful, positive relationships (peer, staff, and, often others). As a result, the program is designed to provide

opportunities for staff and participants to develop these relationships.

Within this framework, specific program activities are tailored to the needs of the individual youth and include:

- An objective assessment of the academic levels, skill levels, and service needs of each participant, including a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such participant;
- Development of an individual service strategy (ISS) for each participant that identifies an employment goal (including, in appropriate circumstances, nontraditional employment), academic goals, appropriate achievement objectives, and appropriate services for the participant;
- Opportunities for leadership, professional, and personal development;
- Assistance with preparation for postsecondary educational opportunities and/or employment, as appropriate;
- Connections to other organizations, resources, or employers that can provide relevant assistance and support to the individual youth, and
- A myriad of activities and opportunities to connect with caring adults who serve as positive role models and cheerleaders for the students' success.

In addition, each participant or applicant who meets the minimum income criteria to be considered an eligible youth shall be provided:

- Information on the full array of applicable or appropriate services that are available through the contracted service provider or other eligible providers or one-stop partners, including those receiving funds under this subtitle; and
- Referral to appropriate training and educational programs that have the capacity to serve the participant or applicant either on a sequential or concurrent basis.

All program providers ensure that eligible applicants who do not meet the enrollment requirements of the particular program or who cannot be served are referred to appropriate programs to meet the basic skills and training needs of the applicant.

The Youth Programs services are not currently offered directly at the WorkSource center. However, the WIA Youth and WIA Adult/Dislocated Worker service providers collaborate to triage participants that meet both programs' eligibility requirements.

Drop Out Prevention

Drop-outs and students at-risk of dropping out are target populations for our youth program. Current approaches to serving this population involves working closely with school personnel to identify at-risk students and those who have dropped out. Once identified Youth Workforce Program (YWP) Workforce Specialist make contact to encourage those who are WIA eligible to enroll in the YWP where they can receive a variety of services and supports to help them complete their education. YWP and school staff assists non-WIA youth in connecting with other non-WIA programs that the school or community may offer to assist them in overcoming their barriers to educational success.

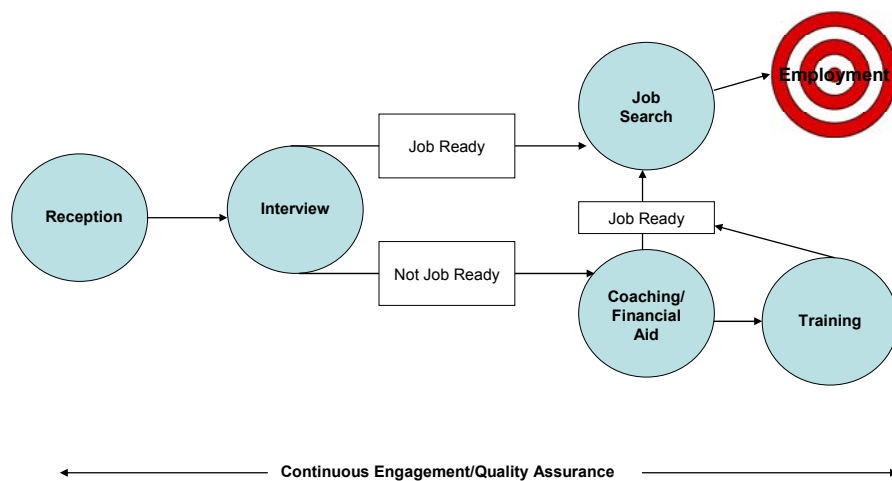
In targeted schools, funds have been used to pay for personnel to call and visit those students who have dropped out. In addition, the YWP program works closely with the counties' Truancy Programs to identify youth who are on their way to becoming involved in the juvenile justice system, to provide creative solutions and supports to get the youth back into school as well as enrolled in School District programs designed for this population.

The Youth Workforce Program is currently and will continue to use the CASAS test to determine basic skills. The test is currently given to all youth entering the WIA Youth Workforce Program and allows the staff to determine academic needs. An individualized plan is developed to assist the youth in making gains as appropriate in the necessary areas.

Basic Skills

The Literacy /Numeracy gain only applies to Out-of-School youth who test basic skills deficient in the initial test. For those youth testing deficient at enrollment, initial test results are then used as the baseline. The Literacy/Numeracy gain requires an increase of one educational functioning level in one calendar year. Students are re-tested at mid-year or before to determine if the academic strategy is working. If a course correction is needed, staff will try a new academic approach and test again. Once the youth has met the Literacy/Numeracy gain, no further basic skills tests will be administered unless youth is on program for another full calendar year; this being the case the youth must then gain an additional one educational functioning level.

Southwest Integrated Customer Flow



Addendum B

WorkSource Initial Complaint Policy

SCOPE

This policy applies to programmatic grievances and complaints in connection with programs and activities funded through federal sources, which may include though not limited to, Wagner-Peyser (such as, Labor Exchange, H-2A, MSFW, and Veterans), Trade Act, Workforce Investment Act (WIA) Title I-B related sources pursuant to WIA Section 181(c), and federally-funded block grants. Complaints alleging discrimination under WIA Section 188 and/or Federal Register Part II 29 CFR 37 are also covered in this policy. Information and complaints involving allegations of fraud, abuse, or other criminal activity must be reported immediately to the Employment Security Department's Audit Resolution Team.

All One-Stop partners are required to comply with complaint process and all amendments.

The following subjects are addressed by this policy:

- Process – Policy A
- Customer Rights – Policy B
- Complaint Contact - Policy C
- Who May File A Complaint – Policy D

PURPOSE

This policy will ensure immediate and consistent processing when a customer of WorkSource Southwest has expressed an interest in, or chooses to file a complaint. All partners located within a WorkSource Southwest center must be able to assist customers interested in filing a complaint, which at a minimum, includes directing the individual to the appropriate local complaint contact.

It should be noted that a program complaint and a discrimination complaint are distinct, and therefore, must be formally resolved as separate complaints.

This policy highlights procedures for assisting customers with the complaint and grievance process as it pertains to WorkSource Southwest program partners.

BACKGROUND

WorkSource Southwest customers have the right to express any concern related to services provided by partners under this policy. In an integrated service delivery setting, initial stages of handling customer complaints can benefit from having a consistent locally defined process. This policy is designed to set policy criteria and standards for WorkSource Southwest. Providing a customer-friendly process will enhance the quality of service customers receive from all WorkSource Southwest partners.

POLICY

A. Process

Grievances and complaints related to programs and activities provided through partners must be processed in a manner consistent with state policies by appropriate contacts at WorkSource Southwest. Discrimination complaints must be referred to the SWWDC Equal Opportunity Officer or State Equal Opportunity Officer, depending on the program involved.

1. Gain understanding of complaint and obtain proper contact information from the complainant
2. Notify and provide complaint details to program manager and local CO
3. Provide written customer rights if requested within two business days
4. Provide complainant with next steps and follow up procedures

B. Customer Rights

In general, the complaint process includes the right to file a complaint, the right to an informal conference, the right to informal hearing, and the right of appeal. All complainants will be advised in writing of these rights once a written complaint is filled.

C. Complaint Contact

Complaints officer(s) (CO) are available to answer questions and/or provide technical assistance to the complainant throughout the initial complaint process.

WorkSource Southwest consists of multiple one-stop centers. As these centers are operated under an integrated model the co-directors at each center also will act as the COs at their location.

The COs for WorkSource Southwest may be contacted in writing or by telephone as follows:

WorkSource Vancouver

WorkSource Cowlitz/Wahkiakum

Complaints Officer
5411 E. Mill Plain Boulevard, Suite 15
Vancouver, Washington 98661

Complaints Officer
305 S Pacific Avenue, Suite A
Kelso, Washington 98626

Telephone: (360)735-5000

Telephone: (360) 577-2250

If local CO's are unavailable, please utilize the following:

Vancouver Program Supervisors
Telephone: (360)735-5000

Cowlitz/Wahkiakum Supervisors
Telephone: (360) 577-2250

Partners will identify appropriate Complaint Officer based complaint location and will be informed via e-mailed anytime the designee is modified

Functions of the Complaints Officer. This position was established to assist WorkSource Southwest customers to navigate a process that could otherwise be confusing, mishandled, or ignored and consequently lead to bigger challenges. The CO(s) provide principal points of contact for the customer seeking to file a programmatic grievance or complaint under this policy. In addition, the CO(s) involvement can be utilized at any point of a complaint process. This will ensure prompt coordination between appropriate partners and agencies.

Expectations for the Complaints Officer. The CO assisting a customer shall be responsible for immediately notifying the customer alleging a violation of program law or regulations, or discrimination law or regulation, of the right to file a written complaint.

The CO must advise all partners on the scope and responsibilities of the position. Also, the CO is expected to keep partner staff updated regularly to ensure each WorkSource Southwest staff member has sufficient knowledge to:

- Assist customers
- Direct customers to the CO(s) when it is appropriate or utilize supervisors as a backup if CO(s) unavailable

To make certain that customers are reasonably aware of the right to complain, the CO must make certain that the WorkSource complaint poster is displayed in a visible area of the center where customers most commonly gather.

It is not expected that the CO would participate in formal procedures; instead, the individuals designated to handle the formal process for their agency/program would continue to do so. The scope of the CO function is that of guidance with the initial complaint process. If appropriate, the CO is expected to share information and to coordinate efforts on complaints which involve a multiplicity of allegations, processes, partners, and/or agencies with investigative authority. In certain instances information obtained by the CO may be relevant to a subsequent formal procedure, and the CO can be asked to provide this information.

D. Who May File A Complaint

A complaint may be brought by any program participant or person receiving WorkSource services.

DEFINITIONS

Complaint. A written and signed document alleging violation of Wagner-Peyser, WIA-Title I-B, or Trade Act regulations, federal block grant, and/or federal, state or local nondiscrimination laws. E-mail and handwritten allegations may be treated as a written and signed document depending on program requirements provided for each program complaint process.

Complaint Contact. Program management or program leads initially assist all customers interested in filing a complaint at a local WorkSource site; CO involvement may be requested at any point of the process. WDC Equal Opportunity officers or the State Equal Opportunity Officer may serve as a complaint contact for discrimination complaints.

WorkSource Southwest. Part of a national system of One-Stop career centers and affiliated sites that provide employment and training resources and services to businesses and job seekers in person and online at Go2WorkSource.com. WorkSource Southwest sites are certified by the Southwest Washington Workforce Development Council as One Stop Operators. Those sites are WorkSource Vancouver and WorkSource Cowlitz-Wahkiakum.

REFERENCES:

20 CFR 651, 653, 658 (2000).

29 CFR 37 (2005).

All applicable Laws and Federal Regulations for the system, as described in:

WIA Policy Number 3440, Revised Final

WIA Complaint Policy

<http://www.wa.gov/esd/policies/documents/3440rev1.htm>

WIA Policy Number 3445, Revision 1

Equal Opportunity and Nondiscrimination

<http://www.wa.gov/esd/policies/documents/3445.htm>

WIA Policy Number 3450, Revised Final

Equal Opportunity and Discrimination Complaint Processing

<http://www.wa.gov/esd/policies/documents/3450.htm>

ESD Policy and Procedure Number 0013, Discrimination Complaint Processing

http://inside.esd.wa.gov/policies/0000/PP_0013.pdf

ESD Policy and Procedure Number 0021, Equal Opportunity/Affirmative Action

http://inside.esd.wa.gov/policies/0000/PP_0021.pdf

Washington State Methods of Administration

<http://www.esd.wa.gov/newsandinformation/formsandpubs/Methods%20of%20Administration%20-%202007%20Recertification.pdf#zoom=100>