



SOUTH CENTRAL WORKFORCE DEVELOPMENT AREA IX WORKSOURCE SYSTEM

MEMORANDUM OF UNDERSTANDING

Effective July 1, 2026 – June 30, 2029

Serving Kittitas • Klickitat • Skamania • Yakima Counties

This WorkSource System agreement articulates the partnership between South Central Workforce (SCW), Chief Local Elected Officials (CLEO), One-Stop Operator (OSO), WorkSource Partners, and Additional Local Partners

WorkSource is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay 711.



A proud partner of the **americanjobcenter** network

Table of Contents

SECTION 1.....	3
I. Glossary of Terms.....	3
II. Purpose of Memorandum of Understanding (MOU).....	5
III. Authorizing Legislation	6
IV. Powers and Functions	6
V. Roles and Responsibilities of System Partners	7
SECTION 2.....	8
I. Duration, Modification, and Amendment.....	8
II. Certification of Authority	9
III. Strategic Vision for the System	9
SECTION 3.....	10
I. One-Stop Partners	10
II. Infrastructure Funding Agreement (IFA).....	11
III. IFA Methodology	12
IV. Dispute Resolution, Impasse Procedures, and State Funding Mechanism (SFM).....	13
V. South Central WorkSource System	15
VI. Integrated Services Delivery Model (ISD)	17
VII. One-Stop Center Assessments and Certification Requirements	18
VIII. Descriptions of Services	20
IX. Referrals and Service Coordination Procedures	23
X. WorkSource Customer Complaints	24
SECTION 4.....	25
I. Accessibility and Access to Services	25
II. “American Job Center” (AJC) Identifier	26
III. WorkSource Branding	27
IV. Data Sharing and Confidentiality.....	27
V. Indemnification	28
VI. Nondiscrimination and Equal Opportunity (EO)	29
VII. Signatories	29

SECTION 1

I. Glossary of Terms

- A. **Adult Education and Family Literacy Act (AEFLA):** Title II of the Workforce Innovation and Opportunity Act (WIOA), providing adult basic education, English language acquisition, and integrated education and training services.
- B. **Affiliate Center:** A WorkSource location that provides access to one or more partner programs but does not offer the full range of services required of a comprehensive center, defined in 20 CFR 678.310–320.
- C. **American Job Center (AJC):** The national brand for the public workforce system. All one-stop centers (WorkSource in Washington State) must display the AJC identifier or “a proud partner of the American Job Center network.”
- D. **Career Services:** Services described in 20 CFR 678.430, including basic and individualized career services such as assessments, job search assistance, labor market information, and referrals.
- E. **Chief Local Elected Official (CLEO):** The county commissioner(s) or other designated local elected official(s) responsible for appointing the Local Workforce Development Board (LWDB) and approving the Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA).
- F. **Comprehensive WorkSource Center:** A physical location where job seekers and employers can access the programs, services, and activities of all required WorkSource Partners. Must meet requirements in 20 CFR 678.305.
- G. **Connection Center:** A self-service access point that provides customers with online tools, job search resources, and information. Does not provide staff-assisted services unless delivered by staff assigned to a comprehensive, affiliate, or specialized center.
- H. **Direct Linkage:** A live, real-time connection to program staff who can provide meaningful assistance, as defined in 20 CFR 678.305(d). It may be provided through technology when staff are not physically present.
- I. **Employment and Training Services:** Services authorized under the WIOA Title I and other partner programs, including training, work-based learning, and supportive services.
- J. **Infrastructure:** Infrastructure costs include the non-personnel expenses necessary for operating the AJC, including shared facility costs such as rent, utilities, and maintenance of common areas, as well as equipment like computers, printers, and assistive technology. These costs also cover technology and communication systems, such as the internet, telephones, and data systems, and other operational supports required for the general functioning of the AJC delivery system.

- K. **Infrastructure Funding Agreement (IFA):** As part of the MOU, the financial plan that outlines how WorkSource Partners share the infrastructure and additional costs of operating the WorkSource System, as required by WIOA Sec. 121(h) and 20 CFR 678.700–755.
- L. **Integrated Service Delivery (ISD):** A coordinated approach in which WorkSource Partners align resources, staff, and processes to provide seamless services to job seekers and employers.
- M. **Local Workforce Development Board (LWDB):** The South Central Workforce (SCW) Board, responsible for oversight of the local WorkSource System, selection of the One-Stop Operator (OSO), and approval of the MOU and IFA.
- N. **Memorandum of Understanding (MOU):** A required agreement between SCW, CLEO, and WorkSource Partners describing how services will be delivered, how costs will be shared, and how the WorkSource System will operate.
- O. **One-Stop Operator (OSO):** The entity competitively selected by SCW under WIOA Sec. 121(d) to coordinate service delivery across the WorkSource System.
- P. **One-Stop System (WorkSource System):** The coordinated network of required and additional workforce development partners that deliver employment, training, education, and supportive services through WorkSource Centers and virtual access points. The One-Stop System (WorkSource System) ensures customers can access all WorkSource Partner programs through physical presence or direct linkage and provides integrated, customer-centered services across comprehensive, affiliate, specialized, and connection centers.
- Q. **Physical and Programmatic Accessibility:** Requirements under WIOA Sec. 188 and 29 CFR 38 ensuring that individuals with disabilities and individuals with limited English proficiency have equal access to services.
- R. **Program Year (PY):** The 12 months beginning July 1 and ending June 30 of the following year.
- S. **Resource Sharing Agreement (RSA) and/or sublease:** A local agreement that documents how partners share space, equipment, or other resources within a WorkSource Center.
- T. **Specialized Center:** A WorkSource location designed to serve a specific population or need (e.g., youth, veterans). Must be connected to a comprehensive center and meet requirements in 20 CFR 678.300(d)(3).
- U. **State Funding Mechanism (SFM):** The process used when partners cannot reach consensus on the IFA. The Governor determines WorkSource Partner contributions based on statutory formulas.

- V. **Virtual Access:** The ability for customers to receive services remotely through technology, including real-time staff assistance, consistent with WIOA access requirements and Americans with Disabilities Act (ADA)/Sec. 508 standards.
- W. **Workforce Development Area (WDA):** A geographic region designated by the Governor under WIOA for the administration of workforce development programs.
- X. **Workforce Innovation and Opportunity Act (WIOA):** The federal law governing the public workforce system, including WorkSource operations, partner requirements, and service delivery.
- Y. **WorkSource:** Washington State's brand for the AJC network.
- Z. **WorkSource Partners:** Required and optional programs that participate in the WorkSource System as defined in WIOA Sec. 121(b) and 20 CFR 678.400–410.

II. Purpose of Memorandum of Understanding (MOU)

- A. The purpose of this Memorandum of Understanding (MOU) is to establish a cooperative, mutually beneficial partnership among the South Central Workforce (SCW), the Chief Local Elected Officials (CLEO), the Workforce Innovation and Opportunity Act (WIOA) core and required federal workforce programs (WorkSource Partners), the One-Stop Operator (OSO), and the additional local partners that comprise the local One-Stop System (WorkSource System), in Kittitas, Klickitat, Skamania, and Yakima Counties.
- B. This MOU confirms the understanding of the WorkSource Partners regarding the operation and management of the WorkSource Centers in the South Central Workforce Development Area (WDA) IX.
- C. SCW provides oversight of workforce programming for the South Central WDA. The sharing and allocation of infrastructure costs among WorkSource Partners are governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Attachment A: WorkSource Union Gap Infrastructure Annual Budget Summary (IFA) establishes a financial plan to fund the services and operating costs of the region's Comprehensive WorkSource Center (WorkSource Union Gap). For affiliate, specialized, and connection centers, infrastructure costs are paid via Resource Sharing Agreements (RSAs) and/or subleases.
- D. The WorkSource Partners agree that joint funding is an essential foundation of an integrated service delivery (ISD) system and necessary to maintain the South Central WDA's high-performance American Job Center (AJC) network (known as WorkSource in Washington State).
- E. This MOU sets forth the responsibilities of the WorkSource Partners related to the planning and implementation of workforce services to employers and job seekers under WIOA and

SCW's Regional Strategic Workforce Plan (Local Plan), developed in response to Washington State's Talent and Prosperity for All Plan (TAP), by SCW with support from the WorkSource Partners and the OSO.

- F. WorkSource Partners agree to work with SCW, the CLEO, and the OSO to create a seamless, customer-focused service delivery system that aligns service delivery and enhances access to program services.
- G. This MOU also affirms the commitment of all WorkSource Partners to the ISD model, functional alignment, and shared responsibility for customers as outlined in [SCW's WorkSource Policy 301](#).
- H. The MOU is not intended to define or describe all the myriad working relationships and partnerships prevalent in the WorkSource system.

III. Authorizing Legislation

- A. WIOA sec. 121(c)(1) requires the Local Workforce Development Board (LWDB, SCW in this MOU), with the agreement of the CLEO, to develop and enter into an MOU between the LWDB and the WorkSource Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the WorkSource System in a local area. This requirement is further described in WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

IV. Powers and Functions

- A. Consistent with WIOA Sec. 121 and Washington State's WIOA Unified and Combined State Plan (the TAP), and in agreement with the CLEOs, SCW shall exercise such powers, functions, and responsibilities as are necessary for the competitive designation or certification of the OSO and oversight concerning the WorkSource system in the WDA. This authority does not entitle the South Central Consortium (Consortium of County Commissioners) or SCW to manage or oversee individual partner programs, except as provided by law.
- B. As a subcommittee to the SCW, the South Central One-Stop Committee is the managing and operational oversight body of the local WorkSource System. The Committee is comprised of SCW board member(s), SCW staff, OSO, WorkSource Partners, and other interested parties, and will ensure that services described in SCW's Local Plan, as well as applicable local and state policies and all subsequent modifications, are implemented and carried out. Consistent with [SCW's WorkSource Policy 301](#), the Committee provides operational oversight that supports continuous improvement, partner coordination, and alignment with SCW directives, while also reviewing WorkSource Operations and performance and making recommendations to the SCW Board of Directors.

- C. Required WorkSource Partners will make available to the WorkSource System customer access to their program services and activities as described in Attachment B: Summary of WorkSource Union Gap Services.
- D. The OSO, selected through a competitive process as defined in WIOA Sec. 121 (d), will adhere to the SCW OSO Contract that is found on the [SCW's website](#).

V. Roles and Responsibilities of System Partners

- A. South Central Workforce (SCW) shall:
 - 1. Develop and enter into the MOU and IFA with WorkSource Partners.
 - 2. Designate the OSO with a CLEO agreement.
 - 3. Conduct oversight of the WorkSource System, including performance, integration, and compliance.
 - 4. Establish and support the One-Stop Committee as the standing committee responsible for operational oversight.
 - 5. Oversee and lead business services for the WDA via the Business Services Team (BST) consistent with SCW's Local Plan.
 - 6. Appoint partner representatives to ensure completion of Annual Progress Reports.
- B. One-Stop Operator (OSO) shall:
 - 1. Develop and implement operational policies supporting integrated service delivery.
 - 2. Organize and integrate services by function when permitted by program statute.
 - 3. Ensure seamless service integration for all customers, including targeted populations.
 - 4. Facilitate cross-training for staff to increase capacity and efficiency.
 - 5. Maintain an ongoing learning environment that supports high-quality service delivery.
- C. WorkSource Center Manager/Lead shall:
 - 1. Communicate SCW and One-Stop Committee directives, policies, and procedures.
 - 2. Coordinate daily operations to support integrated service delivery.
 - 3. Develop and coordinate staff schedules for front-end services.
 - 4. Conduct regular partner meetings to review policies and center operations.
 - 5. Support development of integrated processes and procedures.
 - 6. Coordinate with the facility leaseholder on space, maintenance, and cost-sharing agreements
 - 7. Work with SCW and/or the OSO on WorkSource certification.
- D. Business Services Team (BST) shall:
 - 1. Implement employer-focused services, including recruitment, job postings, and hiring events.
 - 2. Provide employers with information on hiring incentives and tax credits.
 - 3. Support sector strategies and work-based learning opportunities.
 - 4. Coordinate outreach to ensure consistent employer engagement.
- E. WorkSource Partners shall:
 - 1. Provide access to program services at each center, at a minimum, through direct linkage.

2. Participate in integrated service delivery and functional alignment.
3. Engage in cross-training and coordinated service delivery.
4. Support the development of the Annual Progress Reports.
5. Comply with SCW, state, and federal policies.

SECTION 2

I. Duration, Modification, and Amendment

- A. This MOU shall become effective July 1, 2026, upon approval of the parties hereto and shall remain in effect until June 30, 2029, unless canceled earlier by the WorkSource Partners.
- B. The MOU will be reviewed no less than once every three years to ensure appropriate funding and delivery of services are available in the WDA. The infrastructure funding agreement (IFA), which is part of the MOU, is updated annually and reconciled twice per year.
- C. If federal or state law changes during the term of this MOU, the MOU will be updated to ensure continued compliance.
- D. Insubstantial changes like new partners joining, the addition of short-term or discretionary grants, policy changes, and the appointment of a new SCW CEO do not require an MOU renewal. Insubstantial changes are reviewed and approved by the One-Stop Committee. The new partner signatures will be added to the existing MOU.
- E. Substantial changes, like changes when a partner refuses to sign the IFA and subsequently removed from the MOU, election of a new CLEO, or when the reconciliation of the IFA results in changes of more than 15% to IFA contributions, will require an MOU modification and require all parties to review and agree to all elements of the MOU and re-sign the MOU (20 CFR 678.430 (b)(6), 34 CFR 361.430 (b)(6) 34 CFR 463.430(b)(6) and TEGL 16-16).
- F. WorkSource Partners that suggest a modification or amendment to any element in the MOU must bring these recommendations forward in a participatory manner, with SCW providing at least 60 days for discussion and possible inclusion in SCW Board of Directors meetings.
- G. A WorkSource Partner's ability to participate in this MOU may be affected by changes in program funding.
 1. Elimination of Funding: If a WorkSource Partner's program funding is eliminated, the WorkSource Partner may withdraw from this MOU. Withdrawal becomes effective upon written notification to SCW confirming the elimination of funding. Upon withdrawal, the costs and resources associated with the IFA shall be renegotiated for distribution among the remaining WorkSource Partners.
 2. Reduction of Funding: If a WorkSource Partner experiences a significant reduction in funding but the program continues to operate, the partner may request a modification to its required contributions toward the IFA. SCW and the WorkSource Partners will review the request through the established modification process. A reduction in funding does not

automatically permit withdrawal from the MOU unless the reduction is so substantial that the partner can no longer carry out its program responsibilities.

3. Notice Requirements: Any WorkSource Partner withdrawing from the MOU due to funding elimination must provide written notice to SCW. WorkSource Partners requesting a modification due to reduced funding must also provide written notice and supporting documentation. All notices must be provided at least 60 days in advance unless otherwise agreed upon by SCW.

II. Certification of Authority

- A. WorkSource Partners, by signature, certify that they possess full legal authority as provided by state and local statutes, charters, or ordinances to enter into this MOU. Parties included in the MOU will provide one authorized signature, even if the WorkSource Partner represents multiple programs and/or service roles.

III. Strategic Vision for the System

- A. The WorkSource Partners agree to support the vision and strategic goals outlined in SCW's Local Plan to the extent consistent with partner missions. The SCW Local Plan can be found on the [SCW website](#).
 1. Employment, Wage Progression, and Retention
 - a. Prepare job seekers in transition, including TANF recipients, disadvantaged adults, veterans, dislocated workers, older workers, and individuals experiencing homelessness, for successful participation in the workforce.
 - b. Support job seekers in achieving employment retention and wage progression through coordinated education, training, and supportive services.
 - c. Increase access to post-secondary education, industry-recognized credentials, and licensure-based training programs.
 - d. Develop programming that builds essential workforce readiness skills to improve employability.
 - e. Collaborate with the BST to expand work-based learning opportunities, including apprenticeships, on-the-job training, internships, work experience, and job shadowing.
 2. Regional Talent Pipeline and Employer Support
 - a. Align training and career pathways with regional labor market demand and emerging industry needs.
 - b. Support employers in recruiting, developing, and retaining a skilled workforce.
 - c. Promote quality job practices, including competitive wages, benefits, and supportive workplace policies.
 - d. Use labor market intelligence to guide program design, employer engagement, and customer career planning.
 3. Youth and Young Adult Engagement
 - a. Strengthen engagement with youth and young adults (ages 16-29) through targeted outreach, partnerships, and programming.
 - b. Connect disengaged youth to pathways that support high school completion, post-secondary education, and employment.

- c. Partner with schools, colleges, community organizations, and youth-serving agencies to expand access to career exploration, skill development, and work-based learning.
- d. Address barriers faced by youth, including transportation, childcare, and access to technology, to support equitable participation in the workforce.

SECTION 3

I. One-Stop Partners

- A. Partners of this MOU shall include entities responsible for the delivery of programs specified in WIOA, Sec. 121(1)(b), which are represented in the local WDA. The program becomes a partner when it begins carrying out the program or activity in the WDA; therefore, if a WorkSource Partner is not carrying out its program or activities in the area, the requirements relating to a required partner are not applicable (20 CFR 678.415; 34 CFR 361.415; 34 CFR 463.415).
- B. The following programs are required WorkSource Partner programs and must provide required activities and services within the WorkSource System (WIOA Sec. 121(b)(1)(B), WIOA Subtitle B, C, and D, 20 CFR 678.400, 34 CFR 361.400, 34 CFR 463.400, and TEGL 17-16):
 - 1. WIOA Title I:
 - a. Adult, Dislocated Worker, and Youth programs, including those funded by WIOA Title I statewide activities funds reserved for Governors;
 - b. Job Corps;
 - c. YouthBuild;
 - d. Native American programs

Note: Native American programs are not required to contribute to infrastructure funding, but as required by WorkSource Partners, they are encouraged to contribute. Any contribution or non-contribution to infrastructure funding by Native American programs must be recorded in the signed MOU (WIOA sec. 121(h)(2)(D)(iv)).
 - e. National Farmworker Jobs Program (NFJP);
 - 2. Wagner-Peyser Employment Services Program under WIOA Title III;
 - 3. Adult Education and Literacy Act (AEFLA) program under WIOA Title II;
 - 4. Vocational Rehabilitation (VR) Services program authorized under WIOA Title IV;
 - 5. Senior Community Service Employment Program (SCSEP), authorized under Title V of the Older Americans Act of 1965;
 - 6. Career and technical education postsecondary programs authorized under the Carl D. Perkins Career and Technical Education Act of 2006;
 - 7. Trade Adjustment Assistance (TAA) activities under Title II of the Trade Act of 1974;
 - 8. Jobs for Veterans State Grants (JVSG) programs, authorized under Chapter 41 of Title 38, U.S.C.;
 - 9. Community Services Block Grant (CSBG) Employment and Training program (42 U.S.C. 9901 et seq.);
 - 10. Housing and Urban Development (HUD) Employment and Training programs;
 - 11. Programs authorized under state Unemployment Compensation Laws-Unemployment Insurance (UI), including Re-Employment Services and Eligibility Assessment (RESEA);

12. Re-entry Employment Opportunities (REO) programs under Sec. 212 of the Second Chance Act of 2007 and WIOA Sec. 169; and
 13. Temporary Aid for Needy Families (TANF) program under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).
- C. Other programs that carry out workforce development services in the local area may be brought in as additional WorkSource Partners in the local WorkSource System that may include:
1. Social Security Administration (SSA) employment and training program established under Sec. 1148 of the Social Security Act (i.e., Ticket to Work and Self-Sufficiency programs) (42 U.S.C. 1320b-19);
 2. Small Business Administration (SBA) employment and training programs;
 3. Supplemental Nutrition and Assistance Program (SNAP) employment and training programs authorized under Secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008;
 4. Client Assistance Program (CAP), authorized under Sec. 112 of the Rehabilitation Act of 1973, as amended by Title IV of WIOA;
 5. National and Community Service Act programs (42 U.S.C. 12501 et seq.);
 6. Any special or discretionary grant or program using WIOA funds and providing direct services through WorkSource Centers. This could include National Dislocated Worker Grants (NDWGs) and Rapid Response Additional Assistance grants; and
 7. Other appropriate federal, state, or local programs providing direct services through WorkSource Centers.
- D. The terms “partner” and “partnership” for this MOU are being used only in the colloquial sense. The parties to the MOU are and shall be independent entities of one another. Nothing stated within this MOU shall be deemed to create a legally enforceable partnership except for federal regulation or statutory requirements currently governing each entity or the specifics of the IFA.

II. Infrastructure Funding Agreement (IFA)

- A. All WorkSource Partner programs that provide services in the Comprehensive WorkSource Center (WorkSource Union Gap), whether they are required or additional partners, must contribute to the infrastructure and certain additional costs of the center based on their proportionate use and relative benefit, even if the programs’ contributions are proportionately small. As such, all Comprehensive WorkSource Partner programs, required and additional, must sign and adhere to the IFA (Attachment A: IFA).
1. For affiliate, specialized, and connection centers, infrastructure and certain additional costs are facilitated through an RSA or sublease. It’s the responsibility of the leasing agency to manage all RSA and subleases. The leaseholder must submit an executed copy of the RSAs or subleases to SCW.
- B. The IFA is the financial plan that SCW and WorkSource Partners agree will be used to achieve the MOU’s goals of delivering services in the South Central WDA. It contains provisions describing how the costs of services provided by the system, including career

services and other shared services, and the operating cost of the system, will be funded (WIOA Sec. 121(c)(2)(A)).

- C. The IFA will be considered the master budget that contains a set of individual budgets or components that consist of two types of costs that are specifically outlined in the statute: infrastructure cost, defined in WIOA Sec. 121(h)(4); and additional costs, which consist of shared operating costs and shared services that are related to the operation of the delivery system, described in WIOA Sec. 121(i). More information on the IFA can be found in 20 CFR 678.755, CFR 34 361.755, and CFR 34 463.755. Information for the interim IFA is in 20 CFR 678.715(c), CFR 34 361.715(c), and CFR 34 463.715(c).
- D. The IFA must be updated annually to address any changes in the cost of the facility and technology. Each subsequent IFA will be in effect for one program year (PY). As it is not federally required that the MOU be re-signed, WorkSource Partners will be asked to agree with each updated version during a One-Stop Committee meeting. Because the MOU is a “living document” that is likely to change during the life of the MOU (three years), changes to the MOU’s attachments that do not change the intent of the document will be considered insubstantial. Additionally, affiliate, specialized, and connection centers may be added to the MOU without the need to re-sign the entire document. Affiliate and connection centers added during a PY will not be factored into the budget or IFA during that year and will instead be added in the next full PY or to the next MOU, whichever is most appropriate, based on the agreement between the center and SCW. WorkSource Partners will be notified of minor modifications to attachments or the addition of affiliate, specialized, or connection centers via e-mail or during a One-Stop Committee meeting.
- E. If WorkSource Partners cannot reach an agreement on the IFA, the State Funding Mechanism (SFM) is triggered. To that end, the Governor must issue guidance; the Workforce Training and Education Coordinating Board (WTECB) will assist with the issuance of that guidance and develop the formula used by the Governor under the SFM to determine the IFA if local consensus cannot be reached.

III. IFA Methodology

- A. Purpose. This section explains the procedures by which WorkSource Partners will contribute to infrastructure costs to provide applicable services at South Central’s Comprehensive Center: WorkSource Union Gap.
- B. Costs. Facility and technology costs are shown in Attachment A: IFA. Facility (rent, janitorial, utilities, maintenance, and supplies) of shared space (i.e., greeting and resource room) together with portions of common areas (i.e., entrance, hallways, break, and restrooms). Technology includes the Resource Room computers, printers, phones, and other shared digital tools necessary for customer access. Infrastructure costs may include kiosks, signage, outreach, Americans with Disabilities Act (ADA) accessibility, and fiscal management.
- C. Allocation. Facility and technology costs for resident WorkSource Partners are based on the proportional share of common and shared space and technology allocated to their occupied

space via their RSA and/or sublease. Facility and technology costs for non-resident WorkSource Partners are based on the proportional share of the common and shared space of the greeting and resource room. All programs and visitors have equal access and use of the Resource Room technology.

- D. Term of Agreement. This budget is for 12 months from July 1 to June 30. The annual updated IFA will be reviewed biannually for reconciliation and approved by partners by March 31 preceding the applicable PY.
- E. Fiscal Management. The Employment Security Department (ESD) will perform the accounting necessary (receipts and disbursements) regarding facility costs for on-site WorkSource Partners. SCW will invoice (receipts and disbursements) for technology costs and off-site WorkSource Partner shared space costs. Fiscal management will be performed in accordance with 2 CFR Part 200.
 - 1. ESD captures 100% of infrastructure costs for WorkSource Union Gap through RSAs and subleases with on-site partners. ESD will also apply credits for on-site WorkSource Partners to account for any off-site partner contributions toward shared infrastructure.
- F. Assumption. When WorkSource Partner programs are housed via an RSA or sublease, the facility and technology contribution is made via the RSA. By way of example, both PFP and OIC contribute to infrastructure facility costs via an RSA.
- G. Billing and Payment. SCW will bill individual WorkSource Partners their contribution on an annual basis, except ESD, which is currently the leaseholder of WorkSource Union Gap. Payments are due within 30 days of the invoice's issue date. Once payment has been received, SCW will reimburse ESD for technology costs and the off-site partners' shared space costs. Reconciliation of the IFA will be performed twice per year.
- H. Assurances. Each WorkSource Partner may reasonably and equitably use shared space to provide applicable career and business services relative to the portion of infrastructure contributions. The owner or lessee of WorkSource Union Gap is responsible for ensuring compliance with the accessibility requirements of the Americans with Disabilities Act.
- I. Process to Achieve Agreement. SCW staff will collect budgets based on applicable facility and technology costs, facilitate multiple group and individual meetings, and work with WorkSource Partners to come to a consensus regarding the basis for allocating costs. WorkSource Partners can provide feedback and recommend changes. A final draft of the MOU will be shared with all WorkSource Partners for concurrence, then presented to the SCW Board and CLEO for approval.

IV. Dispute Resolution, Impasse Procedures, and State Funding Mechanism (SFM)

- A. All attempts to resolve disputes, including disagreements related to service delivery, coordination, or non-payment of IFA costs under WIOA Sec. 121(h) and [State Policy 1024](#), in the Comprehensive Center, shall begin with direct negotiations between the involved WorkSource Partners. WorkSource Partners are expected to engage in good-faith

communication, collaboration, and compromise to resolve disagreements in a timely and cooperative manner.

- B. Consensus-Building Process: SCW will facilitate a transparent and collaborative consensus-building process for developing the annual IFA. This process includes providing partners with timely budget information, hosting group and individual negotiation meetings, documenting partner feedback, and offering opportunities for clarification and revision. Decisions will be made through open discussion and mutual agreement whenever possible. SCW will maintain records of all negotiation activities, including meeting notes, proposed cost allocations, and partner positions, to support accountability and compliance with TEGl 17-16.
- C. Impasse Documentation Requirements: If consensus on the IFA cannot be reached, SCW will document all negotiation efforts in accordance with TEGl 1716 and [State Policy 1024](#). Required documentation includes a negotiation log, partner positions, unresolved issues, proposed budget allocations, and steps taken to reach an agreement. SCW will submit this documentation and an assessment to WTECB as part of the SFM process by March 1. Documentation will demonstrate good faith efforts by all parties and provide the basis for the Governor's determination of partner contributions.
- D. SFM Notification Timeline: If consensus on the IFA is not reached, SCW will notify the WTECB no later than April 1, as required by [State Policy 1024](#). This notification will include all required documentation and will initiate the SFM for the applicable program year. SCW will continue to work with partners during the SFM process to ensure transparency and maintain service continuity.
- E. If WorkSource Partners are unable to resolve a dispute through direct negotiation, they must follow the procedures outlined in [SCW's WorkSource Policy 304](#) WorkSource Dispute Resolution Policy.
- F. Impasse Resolution for MOU Negotiations: If SCW and WorkSource Partners enter into good-faith negotiations and reach an impasse regarding the MOU, the following steps must be followed:
 - 1. SCW will submit a formal letter to the WTECB, as the Governor's designee, outlining the issues, parties involved, and documentation of all attempted resolution efforts.
 - 2. Within 30 days of receiving the letter, WTECB will engage SCW, the OSO, WorkSource Partners, the CLEO, and any other appropriate parties to attempt resolution. WTECB may seek alternatives such as third-party mediation or consultation with relevant federal agencies.
 - 3. WTECB will issue a final written decision to all parties by July 1st.
 - 4. If the impasse involves failure to sign the MOU, SCW will also submit a report to the U.S. Department of Labor (DOL), as required under 20 CFR 678.500 and 34 CFR 361.500, and to any other federal agency with oversight of the affected partner program.
- G. Impasse Resolution for IFA Negotiations and the SFM: If SCW and all required WorkSource Partners do not reach consensus on the IFA:

1. The SFM will be triggered as a fail-safe process under WIOA Sec. 121(h). The local area will be subject to the SFM for the program year in which consensus is not reached and for any subsequent program year in which consensus is not achieved.
2. Due to the complexity and timelines associated with the SFM, SCW must provide WTECB with an assessment of the status of the IFA negotiations by March 1st of each year.
3. SCW and WorkSource Partners agree to make every reasonable effort to reach consensus on the IFA to avoid triggering the SFM, consistent with [State Policy 1024](#).
4. WorkSource Partners acknowledge that the SFM is a last-resort mechanism and may result in higher or lower required contributions than those negotiated locally.
5. SCW uses a relative-share methodology consistent with federal cost principles and state guidance. The Resource Room currently represents 19.7% of the total square footage; this percentage may be updated annually based on facility changes.

H. Nothing in this section or in this MOU shall be construed to waive, alter, or diminish the Sovereign Immunity of the Yakama Nation, whether expressed or implied. The Yakama Nation retains all rights, privileges, remedies, and protections guaranteed by the Treaty of 1855 for any administrative or legal action that may arise directly or indirectly from this agreement.

V. South Central WorkSource System

A. The South Central WorkSource System is an integrated network of comprehensive, affiliate, specialized, and connection centers operating across the four-county South Central region. Together, these centers function as a unified system to ensure equitable access to workforce services, consistent with SCW policies and federal requirements.

B. System Composition

1. The South Central WorkSource System includes at least one Comprehensive WorkSource Center (WorkSource Union Gap), along with additional affiliates, specialized, and connection centers approved by the SCW Board through a certification process as described in [State Policy 1016](#) One-Stop Assessment and Certification Policy.
2. All centers operate as coordinated components of the regional system in accordance with [SCW's WorkSource Policy 301](#).

C. Comprehensive WorkSource Center Requirements

1. WorkSource Union Gap must provide full access to all required partner programs either through physical presence or direct linkage.
2. The Center must maintain regular business days with consistent in-person staffing, as outlined in [State Policy 1016](#).
3. Minimum hours of access to services are evaluated under 20 CFR 678.305(c) as part of certification to determine the effectiveness and accessibility of service delivery.

D. Affiliates, Specialized, and Connection Center Requirements

1. Affiliate Centers provide access to one or more WorkSource Partner programs and must ensure customers can connect to all required partners via direct linkage.

2. Specialized Centers serve targeted populations (e.g., youth, veterans, individuals with disabilities) and must maintain strong referral pathways to the Comprehensive Center.
3. Connection Centers provide self-service access to online tools and must offer virtual staff assistance when needed.

E. Virtual Service Access

1. All centers must provide virtual services that enable real-time access to program staff capable of delivering meaningful assistance, consistent with 20 CFR 678.305(d).
2. Virtual platforms must meet ADA and Sec. 508 accessibility standards and ensure equitable access for individuals with disabilities and individuals with limited English proficiency.

F. Technology-Enabled Access

1. WorkSource Partners and the OSO will use technology to expand access to services, support direct linkage, and improve customer experience.
 - a. Technology-enabled access may include virtual appointments, secure video conferencing, online scheduling, electronic referrals, and shared digital tools that support coordinated service delivery.
 - b. All technology used for customer interaction must comply with ADA and Section 508 accessibility standards and ensure equitable access for individuals with disabilities and individuals with limited English proficiency.
 - c. WorkSource Partners agree to maintain updated contact information, referral pathways, and virtual access instructions to support seamless customer navigation across the WorkSource System.

G. Hours of Operation and Closures

1. Each WorkSource Center will maintain posted hours of operation that ensure meaningful access to services for job seekers and employers.
2. The Comprehensive Center will operate during regular business hours Monday through Friday with consistent in-person staffing.
3. Affiliate, specialized, and connection centers will maintain hours appropriate to the populations they serve and will ensure access to required services through in-person, virtual, or direct linkage methods during all posted hours of operation.
4. Centers may close for:
 - a. Staff training
 - b. Conferences
 - c. Illness outbreaks affecting services
 - d. Natural disasters
 - e. Facility interruptions (e.g., electrical/power issues)
 - f. Severe weather
 - g. Other circumstances beyond WorkSource Partner control
5. In the event of closure or service interruption, Center Leadership must:
 - a. Notify SCW, WorkSource Partners, and the public as soon as reasonably possible.
 - b. Coordinate with SCW and the OSO to maintain continuity of services through virtual access or alternate options when feasible.

H. Public Notification

1. Public notices of closure must follow SCW communication protocols and be posted through:
 - a. Social media pages
 - b. Physical signage
 - c. Partner communication channels

I. A full list of South Central WorkSource Centers is provided in Attachment C.

J. For more details on comprehensive, affiliate, specialized, and connection centers, see [State Policy 1016](#).

VI. Integrated Services Delivery Model (ISD)

A. The WorkSource Partners commit to implementing ISD as the foundational service model for the South Central WorkSource System. ISD ensures that customers receive seamless, coordinated services regardless of program enrollment, consistent with [SCW's WorkSource Policy 301](#).

B. Shared Responsibility for Customers: All WorkSource Partners share responsibility for serving customers, including initial engagement, assessment, service planning, and follow-up. Customers must not be redirected or referred away without meaningful assistance. WorkSource Partners must collaborate to ensure that customers receive coordinated services without duplication, delays, or unnecessary referrals.

C. Functional Teams: ISD is delivered through functional teams that may include, but are not limited to:

- Front-End Services (greeting, triage, initial assessment)
- Skills Development (career services, workshops, training navigation, trade and career fairs)
- Business Services (employer engagement, recruitment, hiring events)

Functional teams must include staff from multiple partner programs, and team leads must be selected based on competency, not program affiliation.

D. Cross-Training Requirements: All WorkSource staff must participate in ongoing cross-training to ensure they can provide accurate information about WorkSource Partner programs, eligibility, and services.

E. Service Coordinating: WorkSource Partners must use shared tools, processes, and communication systems to support coordinated service delivery, including shared calendars, referral systems, and customer flow processes.

- F. **Business Services:** The BST is responsible for delivering coordinated, employer-focused services across the South Central WDA. The BST operates as a functional team under the ISD model and includes staff from multiple partner programs.
- G. **Employer Engagement:** The BST must provide consistent, coordinated outreach to employers, ensuring that businesses receive seamless services regardless of which WorkSource Partner initiates contact. Employer engagement activities may include recruitment, job postings, job fairs, hiring events, labor market information, work-based learning, and layoff aversion strategies. All employer contacts must be documented in the state MIS database or other database as determined by SCW.
- H. **Sector Strategies:** The BST must support regional sector strategies by coordinating employer outreach, identifying skill needs, and aligning training opportunities with industry demand.
- I. **Work-Based Learning:** The BST must collaborate with WorkSource Partners to expand work-based learning opportunities, including on-the-job training, work experience, internships, apprenticeships, and incumbent worker training.
- J. **Rapid Response and Layoff Aversion:** The BST must coordinate with SCW and the state Rapid Response team to support businesses experiencing layoffs or closures and to implement layoff aversion strategies when possible.
- K. **Consistency Across Centers:** All WorkSource Centers must consistently deliver the same business services, using shared tools, branding, and messaging to ensure a unified employer experience.
- L. **Continuous Improvement:** The WorkSource System will engage in ongoing continuous improvement activities to ensure high-quality, customer-centered service delivery. Continuous improvement efforts include regular review of customer satisfaction data, performance outcomes, referral effectiveness, and service integration practices. Partners will participate in cross-training, quality assurance activities, and process improvement initiatives led by SCW and the OSO. Findings from annual progress reports, center certifications, and customer feedback will be used to strengthen service delivery, enhance accessibility, and support alignment with SCW's Local Plan.

VII. One-Stop Center Assessments and Certification Requirements

- A. SCW must conduct WorkSource evaluations and certifications no less than once every three years, ensuring each center is assessed for compliance with all applicable federal, state, and local requirements, including [SCW's WorkSource Policy 301](#), WIOA Sec. 121(g), and [State Policy 1016](#).
- B. SCW may initiate a “for-cause” evaluation when significant compliance concerns arise, including but not limited to customer complaints, partner grievances, accessibility issues, performance deficiencies, or findings from state or federal monitoring.

1. Example: DOL or Washington State conducts a center visit and identifies an issue that is not aligned with applicable policy, law, rule, or guidance; the center may be required to take corrective action. A review may also be initiated in response to a complaint, concern, or any matter affecting the quality of services. SCW retains the authority to conduct evaluations and issue certifications whenever there is a justified cause or reason to do so.
- C. The certification process must be completed before July 1 for each center:
1. that has not been previously certified, or
 2. whose certification is 3 years old or older.
- D. Certification:
1. Reviews must include an assessment of physical and programmatic accessibility consistent with WIOA Sec. 188, 29 CFR 38, ADA, and Sec. 508 requirements.
 2. Will evaluate the extent to which WorkSource Partners participate in functional teams, cross-training, coordinated service delivery, and shared responsibility for customers.
 3. Must assess the center's employer engagement strategies, including coordination with the BST and alignment with regional sector strategies.
 4. Must include customer experience data, including customer satisfaction surveys, accessibility feedback, and service delivery timeliness.
- E. For any new comprehensive, affiliate, specialized, or connection center, certification must be completed within 60 calendar days of the center being opened.
1. New centers must demonstrate readiness in staffing, accessibility, technology, safety, and integrated service delivery before certification.
- F. In support of the pursuit of growth, continuous improvement, and the performance excellence goals of the WorkSource System, on at least an annual basis, WorkSource Centers must submit an Annual Progress Report to the OSO by September 30 of each year.
1. The annual report must be provided for each certified center and presented during an SCW Board of Directors meeting, detailing the center's current status and progress toward reaching higher quality standards of:
 - a. Functional and programmatic integration
 - b. Performance and accountability
 - c. Service provision, including services provided, methods of access, hours of access, equitable service delivery, and affirmative outreach to populations with barriers
 - d. Customer satisfaction
 - e. Staff competence and staff training participation
 - f. Partnership
 - g. Employer engagement
 - h. Physical and programmatic accessibility
 2. This report should include progress toward integration benchmarks established by SCW and the One-Stop Committee, examples of best practices, and identify areas for possible improvement for future reference. It must also include partner participation levels and documentation of continuous improvement activities. Annual progress reports may be

shared with the broader workforce development system, including the WTECB, to assist in its evaluation process.

VIII. Descriptions of Services

- A. WorkSource Partners are responsible for the delivery of programs specified in WIOA, which are represented in the SCW WDA. The WorkSource System brings together workforce development, education, training, and community services in a seamless customer-focused service delivery network that enhances access to WorkSource Partner programs' services and improves long-term employment outcomes for individuals receiving assistance.
- B. At a minimum, WorkSource Partners will make services described in this MOU available, as applicable to their program offerings and federal cost principles, consistent with 20 CFR 678.430.
- C. Applicable participant Career Services include:
 - 1. Basic Career Services as per (20 CFR 678.430(a), 34 CFR 361.430(a), 34 CFR 463.430(a), and TEGL 16-16):
 - a. Determinations of whether the individual is eligible to receive assistance from WorkSource Partner programs;
 - b. Outreach, intake (including worker profiling), and orientation for information and other services available through the WorkSource System;
 - c. Initial assessment of skill levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gap), and supportive services needs;
 - d. Labor exchange services, including:
 - i. Job search and placement assistance, and, when needed by an individual, career counseling, including:
 - 1. Provision of information on in-demand industry sectors and occupations (as defined in Sec. 3(23) of WIOA); and
 - 2. Provision of information on nontraditional employment; and
 - ii. Appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the WorkSource System;
 - e. Provision of referrals to and coordination of activities with other programs and services, including programs and services within the WorkSource System and, when appropriate, other workforce development programs;
 - f. Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:
 - i. Job vacancy listings in labor market areas;
 - ii. Information on job skills necessary to obtain the vacant jobs listed; and
 - iii. Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;

- g. Provision of performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers;
 - h. Provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's WorkSource System;
 - i. Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care, child support; medical or child health assistance available through Washington State's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; and assistance under TANF, or other supportive services and transportation provided through that program;
 - j. Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation.
 - i. "Meaningful assistance" means:
 - 1. Assisting on-site using staff who are well-trained in unemployment compensation claims filing and the rights and responsibilities of claimants; or
 - 2. Assisting by phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time.
 - ii. The costs associated with providing this assistance may be paid for by Washington State's unemployment insurance program, or the WIOA Adult or Dislocated Worker programs, or some combination thereof.
 - k. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.
2. Individualized Career Services as per (20 CFR 678.430 (b), 34 CFR 361.430 (b), 34 CFR 463.430(b), and TEGL 16-16) must be made available if determined to be appropriate for an individual to obtain or retain employment:
- a. Comprehensive and specialized assessments of the skill levels and service needs of customers, which may include:
 - i. Diagnostic testing and use of other assessment tools; and
 - ii. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
 - b. Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, the eligible training providers (as described in 20 CFR 680.180);
 - c. Group counseling;
 - d. Individual counseling;
 - e. Career planning;
 - f. Short-term pre-vocational services including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training;

- g. Internships and work experiences that are linked to careers (as described in 20 CFR 680.170);
 - h. Workforce preparation activities;
 - i. Financial literacy services as described in Sec. 129(b)(2)(D) of WIOA and 20 CFR 681.500);
 - j. Out-of-area job search assistance and relocation assistance; and
 - k. English language acquisition and integrated education and training programs.
3. Follow-up services must be provided, as appropriate, including counseling regarding the workplace.
 4. In addition to the requirements in paragraph C.i.b. of this section, TANF agencies must identify employment services and related support being provided by the TANF program within the WDA that qualify as career services and ensure access to them via the WorkSource System.
- D. Business Services, as per 20 CFR 678.435, 34 CFR 361.435, and 34 CFR 463.435:
1. SCW leads business services through WorkSource System's BST and will provide support to the WDA to meet the needs of businesses in the local area.
 2. Certain career services must be made available to local employers, specifically labor exchange activities and labor market information described in 20 CFR 678.430(a)(ii) and (a)(6). WorkSource Partners must establish and develop relationships and networks with large and small employers and their intermediaries. WorkSource Partners must develop, convene, or implement industry or sector partnerships.
 3. Customized business services may be provided to employers, employer associations, or other such organizations. These services are tailored for specific employers and may include:
 - a. Customized screening and referral of qualified participants in training services to employers;
 - b. Customized services to employers, employer associations, or other such organizations, on employment-related issues;
 - c. Customized recruitment events and related services for employers, including targeted job fairs;
 - d. Human resource consultation services, including but not limited to assistance with:
 - i. Writing/reviewing job descriptions and employee handbooks;
 - ii. Developing performance evaluation and personnel policies;
 - iii. Creating orientation sessions for new workers;
 - iv. Honing job interview techniques for efficiency and compliance;
 - v. Analyzing employee turnover;
 - vi. Creating job accommodations and using assistive technology; or
 - vii. Explaining labor and employment laws to help employers comply with discrimination, wage/hour, and safety/health regulations.
 - e. Customized labor market information for specific employers, sectors, industries, or clusters; and
 - f. Other similar customized services.
 4. WorkSource Partners may also provide other business services and strategies that meet the workforce investment needs of area employers, in accordance with partner programs' statutory requirements and consistent with federal cost principles. These business

services may be provided through effective business intermediaries working in conjunction with SCW, or through the use of economic development, philanthropic, and other public and private resources in a manner determined appropriate by SCW and in cooperation with Washington State. Allowable activities, consistent with each WorkSource Partners' authorized activities, include, but are not limited to:

- a. Developing and implementing industry sector strategies (including strategies involving industry partnerships, regional skills alliances, industry skill panels, and sectoral skills partnerships);
 - b. Customized assistance or referral for assistance in the development of a registered apprenticeship program;
 - c. Developing and delivering innovative workforce investment services and strategies for area employers, which may include career pathways, skills upgrading, skill standard development, and certification for recognized post-secondary credentials or other employer use, and other effective initiatives for meeting the workforce investment needs of area employers and workers;
 - d. Assistance to area employers in managing reductions in force in coordination with Rapid Response activities, with strategies for the aversion of layoffs, which may include strategies such as early identification of firms at risk of layoffs, use of feasibility studies to assess the needs of and options for at-risk firms, and the delivery of employment and training activities to address risk factors;
 - e. The marketing of business services to appropriate area employers, including small and mid-sized employers; and
 - f. Assisting employers with accessing local, state, and federal tax credits.
5. All business services and strategies are reflected in SCW's Local Plan, described in 20 CFR 679.560(b)(3).

IX. Referrals and Service Coordination Procedures

- A. The South Central WorkSource System ensures that customers are connected to the most appropriate services through coordinated referral processes between the OSO and all WorkSource Partners. Consistent with TEGL 16-16, WIOA Sec. 121(c)(2)(A)(iii), and SCW policies, WorkSource Partners agree to maintain clear, timely, and customer-centered methods of referring individuals between programs and documenting those referrals.
 1. Customer Screening and Initial Point of Contact:
 - a. Screening can occur at any point when a customer seeks service at a WorkSource Center or through virtual access. Screening includes identifying customer interests, service needs, and potential eligibility for WorkSource Partner programs.
 - b. Veterans and eligible spouses receive priority of service in accordance with federal and state requirements.
 - c. The OSO ensures that staff at all centers understand referral pathways and can connect customers to appropriate WorkSource Partner programs.
 2. Referral Methods:
 - a. Referrals are made using the established SCW referral process, which includes in-person, phone, and electronic referral options.
 - b. All referrals must include:
 - i. Customer name and contact information

- ii. The referring staff member's name and contact information
 - iii. The reason for referral and any relevant service notes
- c. When referring customers to training or specialized services, the referring staff member must ensure the customer understands the purpose of the referral and how to access the next step.
- d. WorkSource Partners using the state MIS as their primary information system must record and maintain referral information within that system.
- e. WorkSource Partners not using the state MIS must maintain equivalent documentation consistent with their program requirements.
- 3. Accepting and Responding to Referrals:
 - a. WorkSource Partners receiving referrals must contact the customer on time to begin eligibility determination, orientation, and service intake.
 - b. WorkSource Partners must assess eligibility and suitability for their services and, when appropriate, redirect customers to other WorkSource Partners or supportive services.
 - c. WorkSource Partners using the state MIS must record referral outcomes and service actions in the system.
 - d. All WorkSource Partners must maintain documentation of referrals received, actions taken, and outcomes consistent with program requirements.
- 4. Coordination Role of the OSO:
 - a. The OSO ensures that referral pathways between WorkSource Partners are clear, functional, and consistently applied across all WorkSource Centers.
 - b. The OSO facilitates communication between WorkSource Partners to resolve referral issues, improve processes, and support ISD.
 - c. The OSO monitors referral activity and collaborates with WorkSource Partners to ensure customers experience seamless transitions between programs.
- 5. Continuous Improvement:
 - a. WorkSource Partners and the OSO will periodically review referral processes to ensure they remain efficient, accessible, and customer-centered.
 - b. Improvements may include updated referral tools, cross-training, shared communication protocols, or enhancements to virtual referral methods.

X. WorkSource Customer Complaints

- A. WorkSource Partners agree to comply with the [SCW's WorkSource Policy 303](#) WorkSource Concern and Program Complaint Policy, which is consistent with WIOA Sec. 181(c), 20 CFR 683.600, and 29 CFR 38.
- B. Customers must be informed of their rights and provided with written instructions on how to file complaints, including EO complaints.
- C. Complaint procedures must be posted prominently in all WorkSource Centers and included in virtual service platforms.
- D. WorkSource Partners must cooperate with SCW and state agencies during investigations and must implement corrective actions as required.

SECTION 4

I. Accessibility and Access to Services

- A. All WorkSource Centers will comply with applicable accessibility and nondiscrimination requirements under 29 CFR Part 38, WIOA Sec. 188, ADA, Sec. 504 and 508 of the Rehabilitation Act, Title VI of the Civil Rights Act, and related federal and state regulations. Centers will ensure that all individuals, including those with barriers to employment, encounter a welcoming, inclusive environment and can fully access services in person and virtually.
- B. Physical Accessibility: WorkSource Centers will maintain facilities that meet current standards of accessible design and provide barrier-free access to programs and services. This includes, but is not limited to:
- Accessible entrances, restrooms, and interior spaces designed to provide equal and meaningful participation for individuals with disabilities.
 - Accessible computer workstations and assistive technology.
 - Adequate, clearly marked parking for individuals with disabilities and locations reasonably accessible to public transportation.
 - Facilities are situated in convenient, high-traffic areas to promote community access.

Accessibility reviews will be conducted as part of the center certification and monitoring process. Identified deficiencies must be addressed within the timelines established by SCW.

- C. Virtual Accessibility: Centers will ensure that individuals and businesses have access to the same information online as they do in person. Digital content, websites, and virtual service platforms must be accessible and compatible with assistive technologies, including screen readers and captioning. Communication will be clear, user-friendly, and designed so the public can readily locate and understand available services.
- D. Communication and Language Accessibility: Individuals with sensory, speech, or communication disabilities must be able to communicate with staff on an equal basis with others. WorkSource Partners will provide appropriate accommodation for individuals who are deaf or hard of hearing, have vision impairments, or have speech-language disabilities.

WorkSource Partners will also ensure meaningful language access for individuals with limited English proficiency (LEP) by:

- Providing qualified interpretation and translation services.
 - Translating vital documents into languages most commonly spoken in the WDA.
 - Ensuring written, verbal, and digital communications are culturally appropriate and accessible.
 - Training staff on how to obtain and effectively use interpreter services.
- E. WorkSource Partner Access and Direct Linkage Requirements: Each required WorkSource Partner program must be accessible through one of the following methods:
1. Option 1: A program staff member physically present at the WorkSource Center.

2. Option 2: A staff member from another WorkSource Partner program is physically present and appropriately trained to provide information about available partner services; or
 3. Option 3: A direct linkage through technology to a program staff member who can deliver meaningful assistance.
 - a. Direct linkage must provide real-time, two-way communication, via phone or virtual connection, with staff who can assist customers with program information, applications, eligibility, and/or service navigation.
 - b. Direct linkage cannot consist solely of providing a phone number, website, voicemail, or printed materials.
- F. **Meaningful Assistance**: All customers must receive meaningful assistance when seeking access to WorkSource Partner programs. This includes help with:
1. Understanding available services;
 2. Completing applications and documentation;
 3. Determining eligibility; and
 4. Navigating referrals through coordinated “warm handoffs.”
- Meaningful assistance must be available during all hours of operation and through both in-person and virtual service delivery.
- G. **Service Delivery Expectations**: WorkSource Centers will deliver services in a customer-centered, culturally responsive manner consistent with ISD principles. WorkSource Partners will collaborate to ensure coordinated services without duplication, delays, or unnecessary referrals. They will work to ensure equitable access for populations with barriers to employment, including individuals with disabilities, English language learners, rural residents, older workers, youth, and individuals experiencing homelessness.
- H. **Training and Continuous Improvement**: All WorkSource Partner staff will receive annual training on accessibility, nondiscrimination, and equal opportunity requirements. SCW will monitor compliance through certification reviews, evaluations, and technical assistance to support continuous improvement and ensure all customers can access WorkSource services equitably.

II. “American Job Center” (AJC) Identifier

- A. DOL established the “American Job Center” network, a unifying name and brand that identifies online and in-person workforce development services as part of a single network of publicly funded services (20 CFR 678.900, 34 CFR 361.900, and 34 CFR 463.900).
- B. The Joint WIOA Final Rule at 20 CFR 678.900(c), 34 CFR 361.900(c), and 34 CFR 463.900(c) further require: “as of July 1, 2017, each one-stop delivery system must include the “American Job Center” identifier or “a proud partner of the American Job Center network” on all products, programs, activities, services, electronic resources, facilities, and related property and new materials used in the one-stop delivery system.”

- C. WorkSource Partners agree to comply with federal AJC branding requirements and ensure that all materials, signage, digital resources, and outreach products include the required AJC identifier.
- D. WorkSource Partners further agree that any co-branding (e.g., WorkSource + AJC) must follow state branding guidelines and be approved by SCW before use.
- E. SCW will provide updated branding guidance to partners as federal or state requirements evolve.

III. WorkSource Branding

- A. The WorkSource System in Washington State uses a unified brand to ensure consistency and public recognition.
- B. All WorkSource Partners agree to comply with state and federal branding requirements, including the use of the “WorkSource” brand, the “American Job Center” (AJC) identifier, Washington State’s EEO tagline, and Stevens Amendment in all materials, signage, digital resources, and outreach products.

WorkSource Partners must follow SCW branding guidelines and obtain approval from SCW for any co-branded or partner-specific materials used within WorkSource Centers.

- C. For more information on WorkSource Branding and Media, visit or contact the local designee: [Brand Base Camp \(wa.gov\)](https://brandbasecamp.wa.gov)

IV. Data Sharing and Confidentiality

- A. WorkSource Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers’ interaction with the integrated system and allows information collected from customers at intake to be captured once.
- B. WorkSource Partners further agrees that the collection, use, and disclosure of customers’ personally identifiable information (PII) is subject to various requirements outlined in federal and state privacy laws, as well as any executed DSA. WorkSource Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements, nor does this MOU supersede those requirements.
- C. The WorkSource Partners will work together, based on customer-informed consent, to continually find ways to improve the collection and sharing of data for the purpose of improving services within requirements to maintain confidentiality.
- D. All WorkSource Partners are responsible for training their staff in protection, use, and disclosure requirements governing PII and any other confidential data for all applicable

programs, including Family Educational Rights and Privacy Act (FERPA)-protected education records, confidential information in UI records, and personal information in VR records.

- E. WorkSource Partners agree to abide by all applicable federal, state, and local laws and regulations regarding confidential information, including PII from educational records. WorkSource Partners will respect and abide by the confidentiality policies and legal requirements of all of the other WorkSource Partners.
- F. WorkSource Partners will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law. WorkSource Partners will ensure that access to software systems and files under their control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each WorkSource Partner expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals. The appropriate DSAs will be created, and the required confidentiality and ethical certifications will be signed by authorized individuals.
- G. WorkSource partners agree to maintain cybersecurity practices consistent with state and federal requirements, including secure transmission of PII, multi-factor authentication where applicable, and immediate notification to SCW of any suspected data breach affecting shared systems or customer information.

V. Indemnification

- A. Each WorkSource Partner is responsible for its own acts and omissions and those of its officers, employees, and agents. No WorkSource Partner is responsible for the acts or omissions of another WorkSource Partner.
- B. The parties recognize that the WorkSource Partners represent various levels of government, not-for-profit, and for-profit entities. To the extent allowable, under Washington State law, each state agency party to this MOU 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 partner assumes any responsibility to any other party, state, or non-state, for the consequences of any act or omission of any third party. To the extent allowable under Washington State law, each non-state agency party to this MOU 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 non-state agency partner assumes any responsibility to any other party, state, or non-state, for the consequences of any act or omission of any third party.

VI. Nondiscrimination and Equal Opportunity (EO)

- A. All WorkSource Partners must comply with all applicable nondiscrimination and equal opportunity laws, including:
1. WIOA Sec. 188
 2. 20 CFR Part 38
 3. Title VI of the Civil Rights Act
 4. Americans with Disabilities Act (ADA)
 5. Sec. 504 and 508 of the Rehabilitation Act
 6. The Age Discrimination Act
 7. Title IX of the Education Amendments

WorkSource Partners must ensure that no individual is excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity funded under WIOA. Each must ensure that EO notices are posted prominently in all WorkSource Centers and on partner websites. WorkSource Partner staff must participate in annual EO training and cooperate with SCW in monitoring and compliance reviews.

VII. Signatories

- A. By signing this MOU, each WorkSource Partner certifies that they have the authority to enter into the MOU and commit their organization to the responsibilities described herein.
- B. The MOU must contain signatures of the SCW CEO, as the LWDB Chair designee, the CLEO, and representatives of each WorkSource Partner program. All WIOA-required partners that pay IFA costs must be a signatory to the MOU.
- C. Electronic signatures are preferred via DocuSign or other signature software; however, non-electronic signatures are accepted.

Chief Local Elected Official

Kyle Curtis Yakima County Commissioner

Print Name and Title

Kyle Curtis 6/24/2026
Signature Date

AARP Foundation/SCSEP

Monique Bates, VP Operations

Print Name and Title

Signed by: Monique Bates 7/1/2026
Signature Date

South Central Workforce

Amy M. Martinez CEO

Print Name and Title

Amy M. Martinez 6/24/2026
Signature Date

Department of Services for the Blind

Lisa Wheeler Asst. Director of VR/Workforce Initiatives

Print Name and Title

Lisa Wheeler 4/22/2026
Signature Date

Department of Social & Health Services

Brice Montgomery Director, CSD

Print Name and Title

Brice Montgomery 4/22/2026

Signature Date

Employment Security Department

Todd Wurl Regional Director, Central Region

Print Name and Title

Todd Wurl 5/7/2026

Signature Date

Goodwill of the Olympics and Rainier Region

Eu-wanda Eagans Senior VP of Workforce Development

Print Name and Title

Eu-wanda Eagans 5/5/2026

Signature Date

Labor and Industries

Lynda Ducharme, ERTW and Account Services Manager

Print Name and Title

Lynda Ducharme 06/15/2026

Signature Date

People For People

Madelyn Carlson CEO

Print Name and Title

Madelyn Carlson 4/27/2026

Signature Date

Division of Vocational Rehabilitation

Douglas Morehead Contract Manager

Print Name and Title

Douglas Morehead 4/20/2026

Signature Date

Entrust Community Services

Tom Gaulke CEO

Print Name and Title

Tom Gaulke 5/5/2026

Signature Date

Fort Simcoe Job Corps

Victor Phillips Center Director

Print Name and Title

Victor Phillips 5/13/2026

Signature Date

OIC of Washington

Anthony Peterson Chief Executive Officer

Print Name and Title

Anthony Peterson 4/22/2026

Signature Date

Yakima Valley College

Teresa Rich President

Print Name and Title

Teresa Rich 5/28/2026

Signature Date

Attachment A: WorkSource Union Gap Infrastructure Annual Budget Summary (IFA)

Attachment B: Summary of WorkSource Union Gap Services

Attachment C: South Central WorkSource Centers



Attachment A: WorkSource Union Gap Infrastructure Annual Budget Summary

Program Year 2026 (July 1, 2026 - June 30, 2027)

Program	Partner	Facility ¹	Infrastructure Technology ²	Total
WIOA Title I - Required				
Adult	PFP	\$ 2,618.95	\$ 965.15	\$ 3,584.10
Dislocated Worker/Rapid Response Additional Assistance/NDWG	PFP	\$ 5,537.20	\$ 2,040.61	\$ 7,577.81
Youth	PFP	\$ 748.27	\$ 275.76	\$ 1,024.03
Job Corps	Fort Simcoe Job Corps	1,496.54	\$ 551.52	\$ 2,048.06
Youthbuild	OIC of WA	\$ 1,496.54	\$ 551.52	\$ 2,048.06
Native America Programs	Yakama Nation	\$ -	\$ -	\$ -
National Farmworker Jobs Program (NFJP)	OIC of WA	\$ 1,496.54	\$ 551.52	\$ 2,048.06
Migrant Seasonal Farmworker Program (MSFW)	ESD	\$ 1,945.50	\$ 716.97	\$ 2,662.47
WIOA Title II - Required				
Adult Education and Family Literacy Act Programs	YVC	\$ 1,496.54	\$ 551.52	\$ 2,048.06
WIOA Title III - Required				
Wagner-Peyser Employment Services	ESD	\$ 4,893.69	\$ 1,803.46	\$ 6,697.15
WIOA Title IV - Required				
Supported Employment Services	Entrust	\$ -	\$ -	\$ -
Vocational Rehabilitation Program	DVR	\$ 1,496.54	\$ 551.52	\$ 2,048.06
WA State Department of Services for the Blind	DSB	\$ 1,496.54	\$ 551.52	\$ 2,048.06
Other Programs - Required				
Carl D. Perkins Career & Technical Education	YVC	\$ 1,496.54	\$ 551.52	\$ 2,048.06
HUD Employment & Training Programs	-	\$ -	\$ -	\$ -
Jobs for Veterans State Grant (JVSG)	ESD	\$ 2,993.08	\$ 1,103.03	\$ 4,096.11
Reentry Employment Opportunities (REO) WIOA Section 169	PFP	\$ 748.27	\$ 275.76	\$ 1,024.03
Senior Community Employment Programs (SCSEP)	AARP Foundation	\$ 748.27	\$ 275.76	\$ 1,024.03
Senior Community Employment Programs (SCSEP)	Goodwill	\$ 748.27	\$ 275.76	\$ 1,024.03
Temporary Assistance for Needy Families (JS)	ESD	\$ 7,138.50	\$ 2,630.74	\$ 9,769.23
Temporary Assistance for Needy Families (Workfirst Community Jobs)	PFP	\$ 1,122.41	\$ 413.64	\$ 1,536.04
Trade Adjustment Assistance (TAA)	ESD	\$ 1,496.54	\$ 551.52	\$ 2,048.06
Unemployment Compensation	ESD	\$ 2,364.53	\$ 871.40	\$ 3,235.93
Additional Programs				
Basic Food Employment & Training (BFET)	ESD	\$ 748.27	\$ 275.76	\$ 1,024.03
Customer Claimant Program	ESD	\$ 2,798.53	\$ 1,031.34	\$ 3,829.87
Economic Security for All (EcSA)	PFP	\$ 748.27	\$ 275.76	\$ 1,024.03
Justice Involved Individuals (JII) Reentry	PFP	\$ 748.27	\$ 275.76	\$ 1,024.03
Labor and Industries	LNI	\$ 1,496.54	\$ 551.52	\$ 2,048.06
Reemployment Services & Eligibility Assessment Program (RESEA)	ESD	\$ 5,626.99	\$ 2,073.70	\$ 7,700.70
Budget Description	Total	\$55,746.13	\$20,544.00	\$76,290.13

¹ Includes rent, paper for printers, supplies

² Includes printers, phones, Resource Room computers, ADA equipment



Attachment B: SUMMARY OF WORKSOURCE UNION GAP SERVICES

Roles	Responsibilities	ESD	PFP	DVR	DSHS	YVC	OIC	JC	SCSEP	DSB
METHODS OF ACCESS	- OPTION 1: PROGRAM STAFF PRESENT AT CENTER - OPTION 2: PARTNER STAFF CROSS TRAINED TO PROVIDE INFORMATION - OPTION 3: DIRECT LINKAGE VIA TECHNOLOGY TO PROGRAM STAFF	X	X	X	X		X	X		
		X	X		X					
		X	X	X	X	X	X	X	X	X
ONE STOP PROGRAMS DELIVERED	(SEE 20 CFR 678.400)	TITLE III: WP & TAA JVSG UI	TITLE I: ADULT DW/NDWG YOUTH	TITLE IV: VOC REHAB	TANF	TITLE II: AEFLA & CARL PERKINS	TITLE I: NFJP	TITLE I: JOB CORPS	SCSEP	TITLE IV: VOC REHAB
APPLICABLE BASIC CAREER SERVICES	- ELIGIBILITY DETERM. FOR TITLE I ADULT, DISLOCATED WORKER OR YOUTH - OUTREACH, INTAKE, ORIENTATION TO ONE STOP SERVICES - INITIAL ASSESSMENT OF SKILL LEVELS AND SUPPORTIVE SERVICE NEEDS - LABOR EXCHANGE SERVICES - REFERRAL TO AND COORDINATION WITH OTHER PROGRAMS AND SERVICES - WORKFORCE AND LABOR MARKET EMPLOYMENT INFORMATION - PERFORMANCE AND COST INFORMATION ON ELIGIBLE TRAINING PROVIDERS - LOCAL AREA PERFORMANCE INFORMATION - INFORMATION ABOUT AND REFERRAL TO SUPPORTIVE SERVICES - ASSISTANCE WITH ELIGIBILITY FOR FINANCIAL AID FOR TRAINING AND ED - INFORMATION AND ASSISTANCE REGARDING FILING UI CLAIMS		X							
		X	X	X	X	X	X	X	X	X
		X	X	X		X	X			
		X	X				X			
		X	X	X	X	X	X	X		
		X	X	X			X			
		X	X				X			
		X	X	X			X			
		X	X	X		X	X	X		
			X			X	X			
		X	X				X			
		APPLICABLE INDIVIDUAL CAREER SERVICES	- COMPREHENSIVE / SPECIALIZED ASSESSMENTS OF THE SKILL LEVELS & NEEDS - DEVELOPMENT OF AN INDIVIDUAL EMPLOYMENT PLAN - GROUP COUNSELING - INDIVIDUAL COUNSELING - CAREER PLANNING (E.G. CASE MANAGEMENT, SEE WIOA SEC. 3(8)) - SHORT-TERM PRE-VOCATIONAL SERVICES - INTERNSHIPS AND WORK EXPERIENCES (INCLUDING TRANSITIONAL JOBS) - WORKFORCE PREPARATION ACTIVITIES (SEE 34 CFR 463.34); - FINANCIAL LITERACY SERVICES THROUGH THE WIOA TITLE I YOUTH PROGRAM - OUT-OF-AREA JOB SEARCH ASSISTANCE AND RELOCATION ASSISTANCE - ENGLISH LANGUAGE ACQUISITION AND INTEGRATED EDUCATION & TRNG		X	X			X	X
	X			X			X			
	X				X		X			
	X			X	X		X	X		
X	X			X	X		X			
X	X			X			X			
X	X			X			X			
X	X			X			X			
	X						X			
X	X						X			
	X					X	X			
BUSINESS SERVICES	- LABOR EXCHANGE ACTIVITIES AND LABOR MARKET INFORMATION - CUSTOMIZED SCREENING AND REFERRAL OF QUALIFIED PARTICIPANTS - CUSTOMIZED SERVICES TO EMPLOYERS ON EMPLOYMENT-RELATED ISSUES - CUSTOMIZED RECRUITMENT EVENTS AND RELATED SERVICES FOR EMPLOYERS - HUMAN RESOURCE CONSULTATION SERVICES - CUSTOMIZED LABOR MARKET INFORMATION - DEVELOPING AND IMPLEMENTING INDUSTRY SECTOR STRATEGIES - INNOVATIVE WORKFORCE INVESTMENT SERVICES AND STRATEGIES FOR AREA - ASSISTANCE MANAGING REDUCTIONS IN FORCE - COORDINATION WITH RAPID RESPONSE - THE MARKETING OF BUSINESS SERVICES TO APPROPRIATE AREA EMPLOYERS - ASSISTANCE WITH ACCESS LOCAL, STATE, AND FEDERAL TAX CREDITS			X	X				X	
		X	X	X			X			
		X	X	X			X			
		X	X	X			X			X
		X	X							
		X	X				X			
		X	X				X			X
		X	X				X			
		X	X	X						
		X	X				X			
		X	X	X						
		X	X				X			
		X	X	X			X			X
		X	X				X			
		X	X				X			



Attachment C:

South Central WorkSource Centers

Center	Location	Designation Type	Certification Date
WorkSource Ellensburg	1100 W. University Way Suite 200, Ellensburg, WA 98926	Affiliate	9/10/2024
WorkSource Goldendale	116 E Main St, Goldendale, WA 98620	Affiliate	7/1/2023
WorkSource Stevenson	40 SW Cascade Ave Ste. 60 Stevenson, WA 98648	Connection	7/1/2023
WorkSource Sunnyside	1925 Morgan Rd Sunnyside, WA 98944	Affiliate	7/1/2023
WorkSource Union Gap	1205 Ahtanum Ridge Dr Union Gap, WA 98903	Comprehensive	7/1/2023
WorkSource Valley Mall	2529 Main Street Union Gap, WA 98903	Connection	7/1/2023
WorkSource White Salmon	107 W Jewett Blvd, White Salmon, WA 98672	Affiliate	7/1/2023