

**Prince William Workforce Center
Memorandum of Understanding
Addendum
July 1, 2014 through June 30, 2015**

This Addendum is established for the purpose of the operation and cost sharing of the Comprehensive One Stop located in Prince William County among the partners of the one stop. Through this Addendum, the WIB and the partners will provide comprehensive, integrated workforce services for businesses and jobseekers.

Nothing in this Addendum shall nullify or in any way change the obligations of the partners who are also a party to the Northern Virginia Workforce Investment Board MEMORANDUM OF UNDERSTANDING, Appendix A - Agency Specific Commitments For Implementation of the Workforce Investment Act and Appendix B – Participation in the Employer Solutions Team that sets forth the terms of agreement for cooperation and consultation with regard to implementation of the Workforce Investment Act, in effect from July 1, 2014 through June 30, 2016.

This Addendum to the NVWIB Memorandum of Understanding applies only to the parties that are signatories on this addendum and is inclusive of the obligations set forth in the NVA Memorandum of Understanding for those parties that are a signatory to both.

This Addendum to the Northern Virginia Memorandum of Understanding (the Addendum #1) sets forth the terms of agreement for cooperation and service integration with regard to the operation, ongoing governance and cost sharing for a comprehensive one stop in Prince William County among the following agencies (the Agencies):

- Adult Education, Prince William County Public Schools
- Virginia Department for Aging and Rehabilitative Services
- Job Corps
- Northern Virginia Community College
- The *SkillSource* Group, Inc. on behalf of the Northern Virginia Workforce Investment Board
- Virginia Department for the Blind and Vision Impaired
- Virginia Employment Commission
- Virginia Wounded Warrior Program

I. Purpose of the Addendum

It is the purpose of this Addendum to establish a cooperative and mutually beneficial relationship among the Agencies and to set forth the relative responsibilities of the Agencies insofar as they relate to joint planning and implementation of individual and mutual duties, obligations, and responsibilities for a comprehensive one stop center in Prince William County, Virginia.

II. Strategic Vision for a Comprehensive One Stop

The Agencies commit to the vision of a Comprehensive One Stop Center to be located in Prince William County, Virginia set forth by the Commonwealth of Virginia and the Prince William Leadership Team through Agency policies and through resources where appropriate.

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III. Duration of Addendum

The Addendum will commence on the 1st day of July 2014, and shall remain in full force and effect until the 30th day of June 2015 or until the Addendum is canceled by the Agencies in accordance with the terms set forth herein.

IV. Program Description

Through this addendum, the partners agree to the documents noted by reference below:

- Cost sharing for the Prince William Comprehensive Center as set forth in the **Cost Sharing and Allocation Agreement (see accompanying Excel spreadsheet)** utilizing the cost sharing principles and methodology agreed to by the Leadership Team.
- Staff roles and responsibilities as identified in the **Customer Flow Procedures and Policies** and in accordance with the State's Human Resource Guidance issued on January 30, 2009.
- To a joint governance structure as outlined in the **Center Governance** document approved by the Leadership Team in February 2009.
- Joint training required of all staff to ensure integrated service delivery and a high level of customer service.
- Joint use of technology systems designed to enhance customer flow.
- An organizational culture that embraces continuous quality improvement practices as a way of doing business and the use and continued evolution of the Partnership's products and processes.

V. General Provisions It is understood by the Agencies that each should be able to fulfill its responsibilities under this Addendum in accordance with the provisions of law and regulation that govern their activities. Nothing in this Addendum is intended to negate or otherwise render ineffective any such provisions or operating procedures.

VI. Fiscal Lead

The *SkillSource* Group, Inc., (SSG) on behalf of the Northern Virginia Workforce Investment Board has been designated by the parties to be the employer of record for any jointly-funded staff and to be responsible for all the fiscal activities related to and including the operation of this Resource Sharing Part of this Agreement.

VII. Dispute Resolution

The parties agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. For disputes regarding the terms and conditions, the performance, or administration of this Addendum, that cannot be resolved through communication between the parties, the following procedure will be initiated: (1) the parties will document the negotiations and efforts that have taken place to resolve the issue; (2) the SSG President and CEO will meet with the appropriate partners to resolve the issue. The decision is non-binding on any of the parties, unless all parties agree.

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VIII. Amendment or Cancellation of Addendum

The Addendum may be amended at any time in writing and by mutual consent of the Agencies. In order for any modifications to this MOU to be valid, the changes must be documented in writing, signed, dated under the conditions agreed upon by ALL of the partners, and attached to the original MOU. Revisions to the Cost Allocation Plan must include signatures of all partners and require incorporation through a modification into the MOU. If any provision of the MOU is held invalid, the remainder of the MOU must not be affected.

Each Agency may cancel its participation in the Addendum based on the terms of their license agreement with the *SkillSource* Group, Inc. For those signatories without a license agreement, the Agency may cancel its participation in the Addendum upon a minimum of 90 days (90) written notice to the *SkillSource* Group, Inc and the other Agencies. In the event an Agency determines that funds are unavailable to carry out the obligations and activities set forth in this Addendum, the Agency will be in breach of its fiscal obligations under this Addendum in the absence of at least 180 days written notice to the *SkillSource* Group and all the other Agencies that are party to this agreement. The Agency will remain responsible for its' fiscal obligations. When the cancellation is for cause, i.e., a material and significant breach of any of the provisions of this Addendum, it may be canceled upon delivery of written notice to the other Agencies.

IX. Equal Opportunity and Nondiscrimination Obligations

The methods to be used to ensure compliance with the Americans with Disabilities Act related to accessibility for customers with a disability. Expertise from the Virginia Department for Aging and Rehabilitative Services (DARS) and the Virginia Department for the Blind and Vision Impaired (DBVI) will be utilized as technical resources to ensure programmatic and physical accessibility to System services, as needed.

X. Indemnification and Liability

By executing this MOU, each entity agrees to work together to deliver One Stop services for employers, employees and those seeking employment. However, the entities are not legally "partners" to the extent that term encompasses joint and several liability. Each legal entity under this MOU is responsible for its own employees, representatives, agents, and subcontractors.

If the local One Stop Workforce Center is a state-owned or leased facility, the partners must be responsible for, and will agree to indemnify and hold harmless, the Commonwealth of Virginia from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth of Virginia as a result of a party's failure to comply with the provisions of section IX above.

XI. Financing and Allocating Costs

Each partner organization to this MOU must adhere to the following:

Fund, and provide all core and intensive services that are applicable to each partner's program.

Fund and provide all supportive and follow-up services that are applicable to each partner's program; and

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Each partner must contribute a fair share of the operating costs of the comprehensive One Stop Center proportionate to the use of the Center by the partner's program (benefit received). Although, federal regulations and circulars do not specify a method to determine applicable costs or the fair share for participating programs, the general guidance is to allocate costs based on benefit received provided that the cost is allowable under program regulations and statute and that method is applied consistently. Benefit received may be defined by a combination of factors including the number of individuals served, the number of computers used and for the amount of space used in a facility. The methodology used depends on the character of the cost; intake of individuals, utilities, telecommunications, etc.

The U.S. Department of Labor has issued detailed guidance through the publication of the One Stop Comprehensive Financial Management Technical Assistance Guide. Following are excerpts from the Guide:

- Those partner agencies providing the services through the One Stop Center for their local area have the responsibility to identify shared costs. Shared costs are defined as those costs of the One Stop center that benefit multiple partners and are incurred in support of the services delivered through a One Stop.
- The WIA regulations require that each partner contribute a fair share of the operating costs of a One Stop Center proportionate to the use of the Center by customers who are attributable to the partner's program. [20 CFR 662.270] While this requirement is intended to ensure that partners establish standards for whether or not each partner program is required to share in a particular cost, it does not prescribe the exact methodology to be used to allocate shared costs nor determine each partner's proportionate share. In fact, the regulations make it clear that partner agencies may choose from any number of methods, provided they are consistent with the OMB circulars.
- Any method that initially uses estimated numbers, whether participants, data elements, space use, or other costs that must use pre-budgeted amounts, must be adjusted to actual data when it is available. Determining the proportionate shares attributable to the specific partner programs is the preliminary phase in the process. In this preliminary stage, the partners review the shared costs budgets, determine which methodologies are acceptable, and, from the acceptable methodologies, which method should be applied to the shared costs. In other words, the partners are selecting the appropriate allocation base for the shared costs. One simple method that may be employed to determine proportionate share would be based on participation by eligible customers. Under this method, in its most basic form, the proportionate share would be determined by comparing the number of individuals either eligible for or receiving services from a partner to the total number of participants served.

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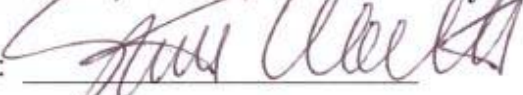
The following Federal Circulars must be adhered to as they apply to each partner organization.

- OMB Circular A-21, Cost Principles for Educational Institutions.**
- OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments.**
- OMB Circular A-122, Cost Principles for Non-Profit Organizations.**
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.**
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.**

This section must include an explanation of how those electronic One Stop partners are expected to contribute in the One Stop operating costs. Partners providing program services electronically through a One Stop Center, such as program services available on a partner organization's website, are required to participate in funding costs that are appropriately associated with making the services available. Such costs may be associated with computer equipment or communication line costs. The partners are to agree on a methodology to be used to identify and allocate these costs to the benefiting programs. Partners will be billed monthly based on their share of the attached Prince William Cost Allocation Plan. Quarterly expenditures will be reconciled to billings and an adjusting bill/credit with the reconciliation documentation will be sent to the partners to pay or deduct from the next monthly billing.

APPROVAL: The undersigned Agencies bind themselves to the faithful performance of this Addendum. It is mutually understood that this Addendum shall not become effective until executed by all Parties involved.

Adult Education, Prince William County Public Schools

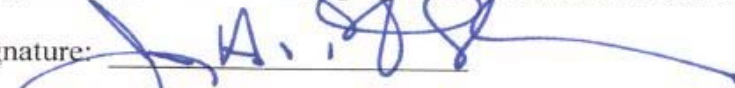
Signature: 

Name: Steve Walts

Title: Superintendent

Date: September 18, 2014

Virginia Department for Aging and Rehabilitative Services

Signature: 

Name: **James A. Rothrock, Commissioner**

Title: _____

Date: 10/6/14

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Job Corps

Signature: [Handwritten Signature]
Name: LYNN A. INTREPIDO
Title: VICE PRESIDENT, NE REGION
Date: 9/15/2014

Northern Virginia Community College

Signature: [Handwritten Signature]
Name: F. DIMKOVA
Title: VP Finance
Date: 10-29-2014

The SkillSource Group, Inc. on behalf of the Northern Virginia Workforce Investment Board

Signature: [Handwritten Signature]
Name: DAVID A. HORN
Title: PRESIDENT & CEO
Date: 10-20-2014

Virginia Department for the Blind and Vision Impaired

Signature: [Handwritten Signature]
Name: Raymond E. Hopkins
Title: Commissioner
Date: July 1, 2014

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Virginia Employment Commission

Signature: 

Name: SAM LUPICA

Title: Acting Commissioner

Date: 12/18/14