



Memorandum of Understanding for the East Cascades Workforce Area

This Memorandum of Understanding (MOU) is executed between the Local Workforce Development Board, East Cascades Workforce Development Board dba East Cascades Works (EC Works), the Chief Elected Officials representing Central Oregon Workforce Consortia on behalf of Hood River, Wasco, Sherman, Wheeler, Gilliam, Crook, Deschutes, Jefferson, Lake and Klamath counties (CEOs), Higher Education Coordinating Council-Office of Workforce Investments (HECC), and WorkSource East Cascades (WorkSource Centers) partners within the region: Department of Human Services (DHS), Oregon Commission for the Blind (OCB), YouthBuild, High Desert Education Service District (HESD), Oregon Human Development Corp (OHDC), and the Oregon Employment Department (OED) all together shall be referred to as the “parties” in this MOU.

This MOU is developed to confirm the understanding of the parties regarding the operation and management of the WorkSource Centers in the East Cascades Workforce Region, for which EC Works provides local oversight of workforce programming.

EC Works, with the agreement of the Executive Committee, has competitively selected Oregon Manufacturing Partnership (OMEP) as the One-Stop Operator for the entire East Cascades Workforce Region, as further outlined within the One-Stop Operator Section.

In addition to this MOU, the parties agree to an Infrastructure Funding Agreement to fund the services and operating costs of the East Cascades WorkSource Centers and agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain a high-standard American Job Center Network.

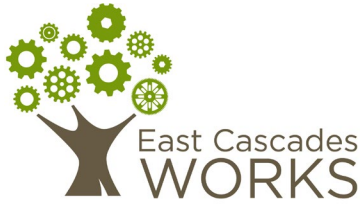
The Vision, Mission, System Structure, Terms and Conditions outlined herein, as well as the separately negotiated Infrastructure Funding agreement reflect the commitment of the Parties to their job seeker and business customers, as well as the overall East Cascades community.

I. INTRODUCTION

The purpose of this Memorandum of Understanding (MOU) is to define the parameters within which education, workforce, economic development, and other partner programs and entities operating in the East Cascades Workforce Region create a seamless, customer focused WorkSource East Cascades that aligns service delivery and enhances access to program services.

Through these partnerships and through the following, the parties will reduce administrative burden and costs and increase customer access and performance outcomes:

- Define the roles and responsibilities of signing parties as it relates to the operation and continued development of WorkSource East Cascades.
- Coordinate resources to prevent duplication and enhance alignment.



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- Ensure the effective and efficient delivery of WorkSource services.
- Enhance WorkSource East Cascades to create a seamless customer experience.
- Increase and maximize access to workforce services for individuals with barriers to employment.
- Establish joint processes and procedures that will enable partners to align and integrate programs and activities across WorkSource East Cascades.

In an effort to achieve these goals, the parties agree to work collaboratively to carry out the provisions of this MOU and advance the quality and effectiveness of WorkSource East Cascades.

In addition, the parties agree to:

- Participate in continuous partnership building.
- Participate in continuous improvement activities.
- Adhere to common data collection and reporting needs.
- Make available to customers through WorkSource East Cascades the services that are applicable to partners' programs.
- Participate in the operation of WorkSource East Cascades consistent with the terms of the MOU, the local workforce plan, and requirements of applicable law.
- Participate as appropriate in staff capacity-building and development, including but not limited to cross-training between partner staff.
- Develop, offer, and deliver quality business services that assist targeted industry sectors in overcoming the challenges of recruiting, retaining, and developing talent for the regional economy.

II. VISION

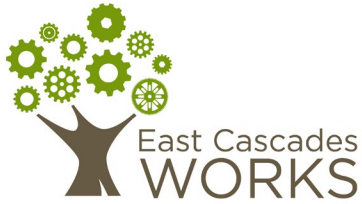
We envision an East Cascades region with thriving communities where residents have access to education and training which leads to living-wage jobs, and employers find qualified talent they need to thrive. Furthermore, our mission is to support the talent needs of employers and maximize and align investments in the career goals of individuals to fuel a thriving economy.

III. MISSION

We support the talent needs of employers and maximize and align investments in the career goals of individuals to fuel a thriving economy.

IV. WORKSOURCE CENTER LOCATIONS

EC Works has identified the following locations as the comprehensive WorkSource centers for the East Cascades workforce area:



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WorkSource The Dalles
700 Union St # 105
The Dalles, Oregon 97058

WorkSource Redmond
2158 SE College Loop
Redmond, Oregon 97756

WorkSource Bend
1645 NE Forbes Road
Bend, Oregon 97701

WorkSource Klamath
801 Oak Avenue
Klamath Falls, Oregon 97601

The following are affiliate WorkSource centers for the East Cascades workforce area:

WorkSource Madras
281 SW 3rd Street, Suite B
Madras, Oregon 97741

WorkSource Lakeview
513 Center Street, #103
Lakeview, Oregon 97603

WorkSource Hood River
Columbia Gorge Community College
1730 College Way
Hood River, Oregon 97031

WorkSource Deer Ridge
Deer Ridge Correctional Institution
3920 E Ashwood Road
Madras, Oregon 97741

WorkSource Warner Creek
Warner Creek Correctional Institution
20654 Rabbit Hill Road
Lakeview, Oregon 97630

V. TERMS AND CONDITIONS

The Workforce Innovation and Opportunity Act (WIOA) calls for strengthening the alignment of workforce programs by imposing unified strategic planning requirements, common performance accountability measures, and requirements governing the one-stop delivery system (WorkSource). The required workforce programs under WIOA include:

Organization	Representation
Central Oregon Workforce Consortium	Chief Local Elected Official
East Cascades Works	Workforce Development Board authorized under Title 1B
Higher Education Coordinating Commission	Representing programs authorized under Title II (Adult Literacy)
Oregon Employment Department	Representing programs authorized under the Wagner Peyser Act, programs authorized under State Unemployment Compensation Laws, Trade Adjustment Assistance and NAFTA Transitional Assistance Activities



	authorized under Chapter 2 of Title II of the Trade Act; Local Veterans Employment Representatives and Disabled Veterans' Outreach Programs
Oregon Department of Human Services - Self Sufficiency	Representing programs authorized under Temporary Assistance to Needy Families, Supplemental Nutrition Assistance Program (SNAP).
Oregon Department of Human Services - Vocational Rehabilitation	Representing programs authorized under Title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV)
Oregon Department of Human Services – Aging and People with Disabilities (SCSEP)	Senior Community Service Employment Program
Heart of Oregon Corps	Representing YouthBuild
Oregon Human Development Corporation	Representing Migrant and Seasonal Farm Workers
High Desert Educational Service District	Perkins Post-Secondary
Oregon Commission for the Blind	Representing programs authorized under Title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV)
Confederated Tribes of Warm Springs Reservation of Oregon	Indian and Native American Programs Under Title I of WIOA
The Klamath Tribes	Indian and Native American Programs Under Title I of WIOA

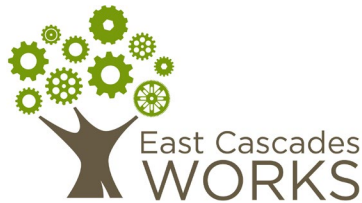
VI. CHIEF ELECTED OFFICIALS

The Chief Elected Officials representing the Central Oregon Workforce Consortium at a minimum will:

- In Partnership with EC Works and other applicable Partners within the planning region develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region.
- Approve the EC Works budget and workforce center cost allocation plan.
- Approve the selection of the one-stop operator following the competitive procurement process.
- Coordinate with EC Works to oversee the operations of WorkSource East Cascades.

The chief elected official shall serve as the grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area. The chief elected official has designated EC Works to receive the grant funds and as the administrative entity for the region’s WIOA Title I resources.

VII. EAST CASCADES WORKS



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In addition to receiving and managing WIOA Title I resources on behalf of the 10 county region, EC Works coordinates and manages other resources on behalf of state and local partners and pursues additional grant and other resources to address local workforce needs. EC Works commits to investing these resources in support of the workforce system. EC Works will purchase contracted workforce services to be delivered through or in association with WorkSource East Cascades to support talent development, job creation, income progression, business competitiveness and expanded opportunities for citizen prosperity.

As the East Cascades Workforce Area's Workforce Development Board, EC Works' role in WorkSource is to coordinate the integration of Core partners into WorkSource in accordance with WIOA, build additional partnerships including local employers, convene a Local Leadership Team comprised of system partners, align and coordinate programs, pursue and invest resources, oversee the quality and continuous improvement of WorkSource East Cascades, and certify WorkSource Centers.

In addition, WIOA Section 107 requires EC Works to:

- Develop the Local Workforce Plan.
- Conduct Workforce Research and Regional Labor Market analysis.
- Convene, broker, leverage local providers, stakeholders and resources.
- Lead employer engagement to promote business representation, develop linkages, implement effective sector strategies, and ensure workforce investments support the needs of employers.
- Lead efforts to develop and implement Career Pathways with representatives of secondary and post-secondary education.
- Identify and promote proven and promising practices.
- Maximize the use of technology in the provision of services to job seekers and employers.
- Conduct program oversight to ensure appropriate use, management and investment of workforce resources.
- Negotiate local performance measures.
- Select operators and providers.
- Identify eligible providers of training and career services.
- Assist in the delivery of WIOA programs through the one-stop service delivery system.
- In Partnership with the CEO and other applicable Partners within the East Cascades region, develop and submit an East Cascades local plan that includes a description of the activities that shall be undertaken by EC Works Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy,
- Design and approve of the WorkSource East Cascades structure. This includes, but is not limited to:
 - Adequate, sufficient, and accessible one-stop center locations and facilities.



- Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities).
- Review and evaluate performance of the East Cascades region and one-stop operator.

VIII. OREGON EMPLOYMENT DEPARTMENT

Oregon Employment Department (OED) is committed to delivering exploratory, basic and individualized career services, training services and business services through the WorkSource East Cascades in accordance with WIOA, the State Plan, the Local Workforce Plan and the WorkSource Oregon Operational Standards. In addition, OED will tailor services to meet the priority populations identified by WIOA and the Local Board. The OED programs covered by this commitment and MOU include:

- WIOA Title III – Wagner-Peyser
- Unemployment Insurance
- Veterans Programs
- Trade Adjustment Assistance
- Migrant and Seasonal Farm Workers

IX. DEPARTMENT OF HUMAN SERVICES

Department of Human Services (DHS) is committed to creating a seamless, integrated service delivery system that blends support services and case management with the seamless array of basic, career services, and training resources provided through the one-stop centers. In addition, DHS will tailor services to meet the priority populations identified by WIOA and the Local Board. The DHS programs covered by this commitment and MOU include:

- Self Sufficiency
 - TANF - JOBS
 - SNAP OFFSET
 - SNAP 50/50
 - Employment Related Day Care
- Vocational Rehabilitation
- Aging and People with Disabilities

Aging and People with Disabilities' Senior Community Service Employment Program offers 33 participant slots for services in the East Cascades Workforce area. These participants receive an initial assessment and if eligible an Individual Employer Plan is developed, and they are placed in a suitable host agency



training site. Other supports include job search, placement, and support services. Referrals occur both from and to WorkSource services throughout the East Cascades area for SCSEP participants.

X. OREGON COMMISSION FOR THE BLIND

Oregon Commission for the Blind serves legally blind Oregonians seeking employment through vocational rehabilitation counseling and skills training. OCB also assists employers in connecting with talented workers and accommodating needs. OCB is dedicated to integrating its specialized services within exploratory, basic and individualized career services, training services, and business services through WorkSource East Cascades in compliance with WIOA.

XI. ADULT BASIC SKILLS SERVICES

The HECC will ensure that ABS providers comply with provisions of WIOA and any other applicable requirements of state or federal law. When required under applicable state or federal law, a release of information will be obtained from the customer before sharing confidential protected information. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies, procedures, and guidance of the other parties.

XII. OREGON HUMAN DEVELOPMENT CORPORATION

OHDC delivers the National Farmworker Jobs Program and provides exploratory, basic and individualized career services and training services to eligible farmworkers as defined in WIOA Section 167 (i) and Training and Guidance Letter (TEGL) 35-14 Change 1. Services will be rendered primarily in Hood River, Wasco, Deschutes, and Klamath Counties in OHDC facilities.

XIII. HEART OF OREGON CORPS

Heart of Oregon Corps (HOC) operates the YouthBuild program located in Central Oregon, a sub-region of the East Cascades Workforce Area. HOC offers secondary completion and hands-on, occupational training for young people interested in pursuing careers in the building trades and related fields. HOC and WorkSource mutually refer appropriate young people to each other for services. In addition, HOC participants are registered in WorkSource to get further support in their job search.

XIV. HIGH DESERT EDUCATION SERVICE DISTRICT

High Desert ESD (HDESD) serves the East Cascades Workforce Area on behalf of Central Oregon Community College, Columbia Gorge Community College, and Klamath Community College as the Regional Perkins Coordinator. EC Works partners with the HDESD to support the development of a homegrown talent pipeline through increased access for young people to work-based learning, career exposure, and career technical education services. Section XVIII of this agreement does not apply to the HDESD partnership.



XV. ONE STOP OPERATOR

Oregon Manufacturing Extension Partnership (OMEP) was selected through a competitive procurement, per WIOA Section 121(d) and Subpart D, § 678.600 to § 678.635 of WIOA, as the One-Stop Operator serving the East Cascades Workforce Area. The One-Stop Operator is responsible for:

- Ensuring that State requirements for center certification are met and maintained.
- Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible.
- Reinforcing strategic objectives of EC Works to Partners through Local Leadership Meetings.
- Integrating systems and coordinating services for the center and its Partners, placing priority on customer service.
- Ensuring the services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the WorkSource center.
- Providing and/or contributing to reports of center activities as requested by EC Works.
- Ensuring open communication with WorkSource leader(s) in order to facilitate efficient and effective center operations.
- Evaluating customer satisfaction data and propose service strategy changes to EC Works on findings.

XVI. PARTNER ROLES & RESPONSIBILITIES

Per Section § 678.420 of the *WIOA Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule*.

Each required partner must:

- Provide access to its programs or activities through the one-stop delivery system, in addition to any other appropriate locations.
- Use a portion of funds made available to the partner’s program, to the extent consistent with the Federal law authorizing the partner’s program and with Federal cost principles in 2 CFR parts 200 and 2900 (requiring, among other things, that costs are allowable, reasonable, necessary, and allocable), to:
 - Provide applicable career services.
 - Work collaboratively with the state and local Workforce Development Boards to establish and maintain the one-stop delivery system. This includes jointly funding the one-stop infrastructure through partner contributions that are based upon:



- A reasonable cost allocation methodology by which infrastructure costs are charged to each partner based on proportionate use and relative benefit received.
 - Federal cost principles.
 - Any local administrative cost requirements in the Federal law authorizing the partner's program. (This is further described in § 678.700.)
- Enter into an MOU with the Local WDB relating to the operation of the one-stop delivery system that meets the requirements of § 678.500(b).
 - Participate in the operation of the one-stop delivery system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements.
 - Provide representation on the state and local WDBs as required and participate in Board committees as needed.

XVII. SERVICE DELIVERY

WorkSource East Cascades has been established by EC Works in accordance with WIOA, the State Workforce Plan and the Local Workforce Plan. WIOA Section 121 (b)(1)(B) identifies the programs, services and related activities that must be provided through the WorkSource delivery system. The State Workforce Plan and Local Workforce Plan further identify Workforce Programs that must be accessible through WorkSource East Cascades.

The WorkSource Oregon Operational Standards describe the content and services to be available at all comprehensive WorkSource Oregon Centers and serves as the framework for service delivery in WorkSource East Cascades. These statewide Operational Standards are in process of being updated to incorporate all required WIOA partners as well as include emergency addendum for future potential impacts that are environmental and/or public health related.

WorkSource East Cascades provides the framework to achieve our shared goal of providing a seamless customer-facing service delivery system which is available and accessible universally, but especially focused and targeted to populations in most need of the services. Through WorkSource centers, customers will have access to career and training services. Access is offered self-serve through the WorkSource Oregon website and through engagement with center staff for access to partner programs and services that meet their job search and career advancement needs.

In all centers, Basic and Individualized Career Services will be provided to assist participants in evaluating and determining their career plans and service requirements. Where new or increased skills are required to achieve the plan, assistance with access to training and education services are available.

Business services are intended to assure that the training and support provided to job seekers also align with the needs of the local area's employers for recruiting, training, and retaining talent and supports



career pathways for job seekers. EC Works is responsible for assisting in these activities to assure the desired outcomes.

XVIII. DATA SHARING & CUSTOMER TRACKING

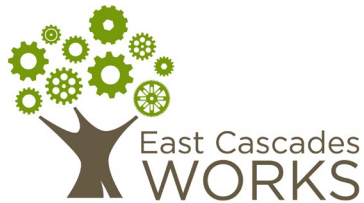
WorkSource is a shared system that promotes the alignment and integration of programs and services to better serve common regional customers. Sharing customer service level data between partner organizations is essential to seamless customer service and to achieving the vision and promise of WorkSource East Cascades. All WorkSource partners commit to developing a data sharing agreement that promotes customer service and advances the goal of delivering a seamless, customer focused WorkSource East Cascades.

The WorkSource Oregon Management Information System (WOMIS) will be used to register and enroll all common customers in WorkSource. Each program will utilize its own data system to record and report customer services delivered in WorkSource to the Local Leadership Team and the EC Works.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with EC Works policies and procedures regarding the safeguarding of PII.
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the WorkSource only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).



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All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

XIX. PERFORMANCE REPORTING

Per Section 116 of WIOA, the following six core program must use data and customer tracking to contribute to performance accountability indicators and performance reporting requirements in order to assess the effectiveness of States and local areas in achieving positive outcomes for individuals:

- Adult
- Dislocated Worker
- Youth programs
- Adult Education and Family Literacy Act (AEFLA) program
- Employment Service program
- Vocational Rehabilitation (VR) program

WIOA performance measures will be reported on the schedule that the partner program is required to meet by Federal oversight agencies. Measures to include:

Performance Indicators	Detail
A. <u>Employment Rate - 2nd Quarter After Exit</u>	The percentage of participants who are in unsubsidized employment during the second quarter after exit from the program (for Title I Youth, the indicator is the percentage of participants in education or training activities, or in unsubsidized employment during the second quarter after exit).
A-1. <u>Title I Youth Education and Employment Rate - 2nd Quarter After Exit</u>	The percentage of Title I Youth program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.
B. <u>Employment Rate - 4th Quarter After Exit</u>	The percentage of participants who are in unsubsidized employment during the fourth quarter after exit from the program (for Title I Youth, the indicator is the percentage of participants in education or training activities, or in unsubsidized employment during the fourth quarter after exit).
B-1. <u>Title I Youth Education and Employment Rate - 4th Quarter After Exit</u>	The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.
C. <u>Median Earnings - 2nd Quarter After Exit</u>	The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.



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<p><u>D. Credential Attainment</u></p>	<p>The percentage of those participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program. A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program.</p>
<p><u>E. Measurable Skill Gains</u></p>	<p>The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment. Depending on the type of education or training program, documented progress is defined as one of the following:</p> <ol style="list-style-type: none"> 1. Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary education level. 2. Documented attainment of a secondary school diploma or its recognized equivalent. 3. Secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the State unit's academic standards. 4. Satisfactory or better progress report, towards established milestones, such as completion of OJT or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training. 5. Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams.
<p><u>F. Effectiveness in Serving Employers</u></p>	<p>WIOA sec. 116(b)(2)(A)(i)(VI) requires the Department of Labor and the Department of Education to jointly establish a primary indicator of performance for effectiveness in serving employers. The Departments are currently piloting three approaches designed to gauge the critical workforce needs of the business community.</p> <ul style="list-style-type: none"> • Approach 1 - Retention with the same employer - addresses the programs' efforts to provide employers with skilled workers.



	<ul style="list-style-type: none"> • Approach 2 - Repeat Business Customers - addresses the programs' efforts to provide quality engagement and services to employers and sectors and establish productive relationships with employers and sectors over extended periods of time. • Approach 3 - Employer Penetration Rate - addresses the programs' efforts to provide quality engagement and services to all employers and sectors within a State and local economy. <p>Since this indicator is a new approach for measuring performance under WIOA's six core programs, the pilot program requires states to select two of the three approaches to report data that the Departments will use to establish a permanent indicator. States may also voluntarily develop an additional State-specific approach. The Departments will evaluate state experiences with the various approaches to identify a standardized indicator.</p>
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The state of Oregon is responsible for aggregating all core partners' data to create shared data reporting information across all Titles and partners through the Department of Labor's Participant Individual Record Layout (PIRL) reporting system.

XX. TECHNOLOGY

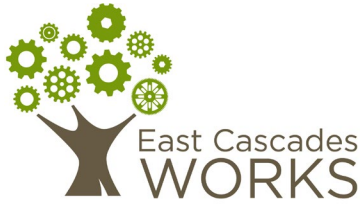
Parties agree to utilize technology-based approaches to provide meaningful assistance to customers and to ensuring that customers have access to appropriately trained staff within a reasonable time. WorkSource staff implement a variety of tools such as online resources, video calling, email, texting, and others to connect with customers. When customers require assistance from other agencies, they leverage the use of technology to ensure that customers receive a warm handoff and are not left waiting in an automated queue.

XXI. REFERRALS

Partners are committed to making referrals across the partnership to ensure customers receive the necessary services to meet their career goals. The partners agree to further refine referral processes in WorkSource centers to ensure seamless customer experience by providing convenience of services to job seekers and employers.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in WorkSource East Cascades.
- Develop materials summarizing their program requirements and making them available for Partners and customers.



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- Provide services to customers who are eligible for supplemental and complementary services and benefits under partner programs.
- Regularly evaluate ways to improve the referral process by actively engaging in Local Leadership Team meetings and with the One-Stop Operator.
- Commit to robust and ongoing communication required for an effective referral process.
- Commit to actively follow up on the results of referrals and assure that Partner resources are being leveraged at an optimal level.

XXII. ACCESSIBILITY

Accessibility to the services provided by WorkSource East Cascades is essential to meeting our shared vision and mission as well as the requirements within the law. Job seekers and employers must be able to access all information relevant to them via visits to physical locations, as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

All WorkSource Centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Partners will ensure that job seekers and employers have access to the same information online as they do in a physical facility either through their own web presence via a website and/or the use of social media or through shared posting on a partner website. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010, the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies



and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all WorkSource East Cascades programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs and assistive listening devices, must be available to ensure physical and programmatic accessibility within the WorkSource.

XXIII. COMMON BRANDING

WorkSource is a shared system. The common one-stop delivery brand depends on the location in which services are delivered; therefore, there are several appropriately branded comprehensive and affiliate centers in the East Cascades Workforce Area all starting with WorkSource as a common brand. All services, signage, print publications, digital publications and other informational and on-line materials will be branded in accordance with WorkSource Oregon.

XXIV. ASSURANCES

WorkSource is designed to be universally accessible, customer-centered, and offer training and related resources that are driven by the needs of the local economy. WorkSource must be responsive to all job seekers, but especially low-income and other underserved residents, including those receiving public assistance, those with disabilities, individuals with low basic skills, and communities of color.

To that end, WorkSource is an essential partner and key asset to the region's effort to stem the tide of poverty and provide our most vulnerable residents with an opportunity to secure steady work at family supporting wages. This integrated team approach promotes partnership, maximizes resources, aligns efforts, and improves results.

Through this MOU, WorkSource partners commit to working together to focus efforts and resources to ensure the needs of employers, job seekers and individuals with barriers to employment are effectively addressed in WorkSource East Cascades.

XXV. RESOURCE SHARING

In accordance with [§§ 678.700](#) thru 678.755 and as described further in 678.760 , each partner must use a portion of its funds to support applicable career services and WorkSource infrastructure costs. See **Attachment 3** for copy of the Infrastructure Funding Agreement for East Cascades Workforce Area.

XXVI. MONITORING



EC Works' designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law, regulations, and State policies.
- Those laws, regulations, and policies are enforced properly.
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness.
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met.
- Appropriate procedures and internal controls are maintained, and record retention policies are followed.
- All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities as is appropriate.

XXVII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, Titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, Title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

XXVIII. INDEMNIFICATION

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the



consequences of any act or omission of any third party. The Parties acknowledge that EC Works and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of EC Works or the one-stop operator.

XXIX. SEVERABILITY

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

XXX. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

XXXI. CERTIFICATION REGARDING LOBBYING

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XXXII. DEBARMENT AND SUSPENSION

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XXXIII. PRIORITY OF SERVICE

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA Title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners, as well as any priority populations further defined within the Local Plan.

XXXIV. BUY AMERICAN PROVISION



Each Party that receives funds made available under Title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of Title 41 of the United States Code (commonly known as the “Buy American Act.”) and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

XXXV. SALARY, COMPENSATION AND BONUSES

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, Title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

XXXVI. NON-ASSIGNMENT

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

XXXVII. GOVERNING LAW

This MOU will be construed, interpreted, and enforced according to the laws of the State Oregon. All Parties shall comply with all applicable Federal and State laws and regulations and Local laws to the extent that they are not in conflict with State or Federal requirements.

XXXVIII. MODIFICATIONS AND AMENDMENTS

This MOU may be modified, revised, or amended by mutual written consent of all the signatory Parties. A written request must be submitted to the named parties. The modification shall not be effective unless agreed to in writing by all Parties in an Amendment to this MOU, properly executed and approved in accordance with applicable Oregon State law, and State Fiscal Rules.

XXXIX. TERM

The performance under this MOU shall become effective and commence on **July 1, 2021**, and shall terminate on **June 30, 2024**, unless previously terminated or updated pursuant to the terms of this MOU.

All parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery services.



XV. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. **Per Training and Employment Guidance Letter 17-16, lack of signatures in this section below for Native American programs will not invalidate the full execution of this Agreement.**¹

<p>DocuSigned by: <i>David Gerstenfeld</i></p> <hr/> <p>David Gerstenfeld, Acting Director Oregon Employment Department</p>	<p>DocuSigned by: <i>Derrick DeGroot</i></p> <hr/> <p>Derrick DeGroot, Chief Elected Official, COWC Klamath County Commissioner</p>
<p>DocuSigned by: <i>Donna Lewelling</i></p> <hr/> <p>Donna Lewelling, Office Deputy Director & ABE State Director Higher Education Coordinating Commission</p>	<p>DocuSigned by: <i>Heather Ficht</i></p> <hr/> <p>Heather Ficht, Executive Director East Cascades Works</p>
<p>DocuSigned by: <i>Brook Rich</i></p> <hr/> <p>Brook Rich, Director of CTE and STEM High Desert Education Service District</p>	<p>DocuSigned by: <i>Martin Campos-Davis</i></p> <hr/> <p>Martin Campos-Davis, Executive Director Oregon Human Development Corp.</p>
<p>DocuSigned by: <i>Ann McQueen</i></p> <hr/> <p>Ann McQueen, Community Services and Supports Unit Manager Oregon Department of Human Services</p>	<p>DocuSigned by: <i>Gary North</i></p> <hr/> <p>Gary North, East Cascades Works' Chair R&H Construction</p>
<p><i>Stacey Ayers</i> <small>DocuSigned by: Stacey Ayers (Oct 25, 2021 18:59 PDT)</small></p> <hr/> <p>Stacey Ayers, District Manager Department of Human Services</p>	<p>DocuSigned by: <i>Bambi Bevell</i></p> <hr/> <p>Bambi Bevell, Regional Manager Vocational Rehabilitation</p>
<p>DocuSigned by: <i>April Munks</i></p> <hr/> <p>April Munks, District Manager Department of Human Services</p>	<p>DocuSigned by: <i>Dacia Johnson</i></p> <hr/> <p>Dacia Johnson, Executive Director Oregon Commission for the Blind</p>
<p>DocuSigned by: <i>Maurita Johnson</i></p> <hr/> <p>Maurita Johnson, District Manager Department of Human Services</p>	<p>DocuSigned by: <i>Laura Handy</i> LMH</p> <hr/> <p>Laura Handy, Executive Director Heart of Oregon Corps</p>
<hr/> <p>Valerie Switzler, Education, Culture and Heritage Department Manager Confederated Tribes of Warm Springs Reservation of Oregon -WIOA Program</p>	<hr/> <p>George Lopez, Administration General Manager The Klamath Tribes – WIOA Program</p>

¹ Per Training and Employment Guidance Letter 17-16, Native American programs as required one-stop partners are strongly encouraged to contribute to infrastructure costs, but they are not required to make such contributions under the Workforce Innovation and Opportunity Act.

INFRASTRUCTURE AND ADDITIONAL SHARED COST FUNDING AGREEMENT

This Infrastructure and Additional Shared Cost Funding Agreement (“**Agreement**”), effective on July 1, 2023 (the “**Effective Date**”), is entered into by and among East Cascades Workforce Investment Board (dba East Cascades Works), an Oregon non-profit corporation, acting as the Local Workforce Development Board (the “**Local WDB**”) for Hood River, Wasco, Sherman, Gilliam, Wheeler, Jefferson, Deschutes, Crook, Klamath and Lake counties (the “**Local Area**”), Wasco County Commissioner Steve Kramer, the chief elected official for the Local Area (“**CEO**”), and each other party whose name and signature appears on the signature pages hereof (each, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The federal Workforce Innovation and Opportunity Act (the “**WIOA**”) contemplates that the Local Workforce Development Board, the chief elected official, each entity (each a “**Required One-Stop Partner**” and, collectively, the “**Required One-Stop Partners**”) that carries out a program described in Section 121(b)(1)(B) of the WIOA, and other entities, carrying out a workforce development program, that are approved by the Local Workforce Development Board and the chief elected official (the “**Other One-Stop Partners**”) (the Required One-Stop Partners and the Other One-Stop Partners, each a “**One-stop Partner**” and, collectively, the “**One-Stop Partners**”) in a local area will enter into a Memorandum of Understanding as described in Section 121(c) of the WIOA and 20 CFR 678.500 to provide for the allocation among themselves and payment of the infrastructure costs of the “**One-Stop Centers**” contemplated by the WIOA and through which the One-Stop Partners deliver their workforce development programs (the “**Programs**”).

B. Under 20 CFR 678.420(b)(2), the allocation of One-Stop Center infrastructure costs among the One-Stop Partners must be based on (1) each One-Stop Partners’ proportionate use and relative benefit received, (2) federal cost principles, and (3) any local administrative cost requirements in the Federal law authorizing the One-Stop Partner's program.

C. If the Local Workforce Development Board, the chief elected official, and the One-Stop Partners in a local area fail to enter into an agreement for the allocation and payment, among the One-stop Partners, of the infrastructure costs of the One-Stop Center in their local area, the Governor will allocate the infrastructure costs among the One-Stop Partners in accordance with the process set forth in 20 CFR 678.731.

D. The WIOA also contemplates that the Local Workforce Development Board, the chief elected official, and the One-Stop Partners will enter in an agreement to provide for the allocation and payment, among the One-stop Partners of additional shared costs relating to the operation of the One-Stop Centers. These costs must include the costs of applicable career services and may include any other shared services that are authorized for and commonly provided through the One-Stop Partner Programs.

E. Under 20 CFR 678.760, the allocation of One-Stop Center operating costs among the One-Stop Partners must be based on the proportion of benefit received by each of the One-Stop Partners, consistent with applicable federal law.

F. The CEO, the Local WDB, and the One-Stop Partners party hereto (the “**Local One-Stop Partners**”), after completing their negotiations and discussions on the allocation of infrastructure costs and operating costs for the One-Stop Center in the Local Area, desire to enter into this agreement to implement their allocation arrangement and provide for payment of the One-Stop infrastructure costs and operating costs in accordance with the requirements of the WIOA and its implementing regulations.

NOW THEREFORE, the Parties hereby agree as follows:

AGREEMENT

ARTICLE 1

BUDGET, ALLOCATION AND PAYMENT OF INFRASTRUCTURE COSTS

Section 1.1 **Infrastructure Cost Budget.** The Infrastructure Cost Budget for the One-Stop Center in the Local Area for Program Year 2023 (July 1, 2023, to June 30, 2024) (an “**Infrastructure Cost Budget**”) is set forth on Exhibit A. The Parties may amend this Agreement to add Infrastructure Cost Budgets for future program years through preparation of a written Infrastructure Cost Budget for the year and execution thereof by each of the Parties. Upon such execution, the Infrastructure Cost Budget shall be deemed added to Exhibit A and shall serve as the Infrastructure Cost Budget for the specified year for purposes of this Agreement. Subject to earlier termination as provided herein, this Agreement shall continue to govern the Parties rights and obligations related to infrastructure costs of the One-Stop Center in the Local Area so long as Exhibit A includes an Infrastructure Cost Budget for the then-current program year. This Agreement shall automatically terminate at the beginning of the first program year lacking an Infrastructure Cost Budget in Exhibit A.

Section 1.2 **Infrastructure Cost Allocation.** The costs in an Infrastructure Cost Budget are allocated among the Local One-Stop Partners as set forth in Exhibit B (the “Infrastructure Cost Allocation”). At the request of the Local WDB from time to time, but not less frequently than once per year, the Parties shall review infrastructure costs incurred for operation of the One-Stop Center in the Local Area and the allocation of those costs under the Infrastructure Cost Allocation to confirm that the infrastructure costs actually allocated to each Local One-Stop Partner are proportionate to that Local One-Stop Partner’s use of the One-Stop Center and the relative benefit received by each Local One-Stop Partner and the Local One-Stop Partner’s programs and activities. As a result of such review, the Parties shall make any necessary adjustments to the Infrastructure Cost Allocation through amendment of this Agreement. If the Parties fail to reach agreement on the need for adjustments to the Infrastructure Cost Allocation, the Local WDB shall convene a meeting among representatives of Parties to resolve the disagreement.

Section 1.3 **Infrastructure Cost Payment.**

1.3.1 Infrastructure Cost Contributions. No later than 30 days after the end of each calendar quarter, each Local One-Stop Partner shall notify the Local WDB in writing of any cash or in-kind contributions to cover costs included in the applicable Infrastructure Cost Budget that the Local One-Stop Partner made during the prior calendar quarter, any information needed from that Local One-Stop Partner to apply the Infrastructure Cost Allocation for the quarter, and supporting documentation for such in-kind contributions and cost allocation information as the Local WDB may reasonably request. Any in-kind contributions will be valued consistent with 2 CFR 200.306; provided, however, to the extent allowed, if any, by 2 CFR 200.306, the Local One-Stop Partners will negotiate and agree upon the identification, inclusion, and value of in-kind contributions. If the Local One-Stop Partners cannot agree on whether a proposed in-kind contribution should be included, or its value, the in-kind contribution will not be applied to the calculation to determine the amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter. A Local One-Stop Partner's failure to notify the Local WDB of such in-kind contributions and cost allocation information within 45 days of the end of the calendar quarter shall, at the discretion of the Local WDB, constitute that Local One-Stop Partner's waiver of any right to payment for any amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter.

1.3.2 Payment of Infrastructure Costs. No later than 45 days after the end of each calendar quarter and based on the information received from the Local One-Stop Partners under Section 1.3.1, the applicable Infrastructure Cost Budget, and the Infrastructure Cost Allocation, the Local WDB shall notify each Local One-Stop Partner of the total infrastructure costs incurred during the quarter, by Infrastructure Cost Budget line item, and of the portion of those costs allocated to that Local One-Stop Partner. Such notification shall identify and reflect any cash or in-kind contributions to the infrastructure costs of the One-Stop Center received from other than a Local One-Stop Partner during the quarter (which reduce the overall costs otherwise allocated to the Local One-Stop Partners), with any in-kind contributions valued consistent with 2 CFR 200.306 and Section 1.3.1. If the portion of the infrastructure costs allocated to a Local One-Stop Partner for the quarter exceeds the Local One-Stop Partner's contributions to infrastructure costs during the quarter, that Local One-Stop Partner shall, subject to Article 3, pay the difference to the Local WDB no later than 45 days after receipt of notification from the Local WDB of the infrastructure costs for the quarter. If the portion of the infrastructure costs allocated to a Local One-Stop Partner for the quarter is less than the Local One-Stop Partner's contributions to infrastructure costs during the quarter, the Local WDB shall, subject to Article 3, pay the difference to that Local One-Stop Partner promptly after the Local WDB's receipt of sufficient funds from the other Local One-Stop Partners to make that payment.

1.3.3 Cost Overruns. If the Local WDB anticipates that future infrastructure costs for a program year will exceed the Infrastructure Cost Budget for that year (either overall or on a line-item basis), the Local WDB shall notify each Party and recommend that the Parties negotiate an adjusted Infrastructure Cost Budget for the year. If the Parties reach agreement on an adjusted Infrastructure Cost Budget for the year, the Parties may amend this Agreement to replace the existing Infrastructure Cost Budget for the year with the adjusted Infrastructure Cost Budget for the year through execution by each of the Parties of a written adjusted Infrastructure Cost Budget for the year. Upon such execution, the adjusted Infrastructure Cost Budget for that year shall be deemed to replace the existing Infrastructure Cost Budget for that year. Regardless of whether the Parties agree on an adjusted

Infrastructure Cost Budget for a year, any cost (of a type included in the Infrastructure Cost Budget) overrun incurred while this Agreement is in effect shall be allocated to each Local One-Stop Partner in the same proportion as such cost would be allocated under this Agreement if it were not a cost overrun. If the Parties agree on an adjusted Infrastructure Cost Budget after the expiration of the year for which that budget is applicable, the Parties may amend this Agreement to replace the existing Infrastructure Cost Budget for that prior year and shall otherwise adjust their cost allocations and later in time payments so as to reconcile or “true up” amounts actually received or paid with the adjusted budget. The Parties intend to limit the total amount of any infrastructure cost adjustments for a year to no more than a ten percent (10%) increase to the Infrastructure Cost Budget allocation of each Local One-Stop Partner.

ARTICLE 2 BUDGET, ALLOCATION AND PAYMENT OF ADDITIONAL SHARED COSTS

Section 2.1 **Additional Shared Cost Budget.** The Additional Shared Cost Budget for the One-Stop Center in the Local Area for Program Year 2022 (July 1, 2022, to June 30, 2023) (an “**Additional Shared Cost Budget**”) is set forth on Exhibit C. The Parties may amend this Agreement to add Additional Shared Cost Budgets for future program years through preparation of a written Additional Shared Cost Budget for the year and execution thereof by each of the Parties. Upon such execution, the Additional Shared Cost Budget shall be deemed added to Exhibit C and shall serve as the Additional Shared Cost Budget for the specified year for purposes of this Agreement. Subject to earlier termination as provided herein, this Agreement shall continue to govern the Parties rights and obligations related to additional shared costs of the One-Stop Center in the Local Area so long as Exhibit C includes an Additional Shared Cost Budget for the then-current program year. This Agreement shall automatically terminate at the beginning of the first program year lacking an Additional Shared Cost Budget in Exhibit C.

Section 2.2 **Additional Shared Cost Allocation.** The costs in an Additional Shared Cost Budget are allocated among the Local One-Stop Partners as set forth in Exhibit D (the “Additional Shared Cost Allocation”). At the request of the Local WDB from time to time, but not less frequently than once per year, the Parties shall review additional shared costs incurred for operation of the One-Stop Center in the Local Area and the allocation of those costs under the Additional Shared Cost Allocation to confirm that the additional shared costs actually allocated to each One-Stop Partner are proportionate to the benefit received by that One-Stop Partner’s use of the One-Stop Center. As a result of such review, the Parties shall make any necessary adjustments to the Additional Shared Cost Allocation through amendment of this Agreement. If the Parties fail to reach agreement on the need for adjustments to the Additional Shared Cost Allocation, the Local WDB shall convene a meeting among representatives of Parties to resolve the disagreement.

Section 2.3 Additional Shared Cost Payment.

2.3.1 **Additional Shared Cost Contributions.** No later than 30 days after the end of each calendar quarter, each One-Stop Partner shall notify the Local WDB in writing of any cash or in-kind contributions to cover costs included in the applicable Additional Shared Cost Budget that the One-Stop Partner made during the prior calendar quarter, any information needed from that One-Stop Partner to apply the Additional Shared Cost Allocation for the quarter, and supporting documentation for such contributions and information as the Local WDB may reasonably request. Any in-kind contributions will be valued consistent with 2 CFR 200.306; provided, however, to the extent allowed,

if any, by 2 CFR 200.306, the Local One-Stop Partners will negotiate and agree upon the identification, inclusion, and value of in-kind contributions. If the Local One-Stop Partners cannot agree on whether a proposed in-kind contribution should be included, or its value, the in-kind contribution will not be applied to the calculation to determine the amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter. A One-Stop Partner's failure to notify the Local WDB of such contributions and information within 30 days of the end of the calendar quarter shall, at the discretion of the Local WDB, constitute that Local One-Stop Partner's waiver of any right to payment for any amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the additional shared costs for the quarter.

2.3.2 Payment of Additional Shared Costs. No later than 45 days after the end of each calendar quarter and based on the information received from the Local One-Stop Partners under Section 2.3.1, the applicable Additional Shared Cost Budget, and the Additional Shared Cost Allocation, the Local WDB shall notify each Local One-Stop Partner of the total additional shared costs incurred during the quarter, by Additional Shared Cost Budget line item, and of the portion of those costs allocated to that Local One-Stop Partner. Such notification shall identify and reflect any cash or in-kind contributions to the additional shared costs of the One-Stop Center received from other than a Local One-Stop Partner during the quarter (which reduce the overall costs otherwise allocated to the Local One-Stop Partners), with any in-kind contributions valued consistent with 2 CFR 200.306 and Section 2.3.1. If the portion of the additional shared costs allocated to a Local One-Stop Partner for the quarter exceeds the Local One-Stop Partner's contributions to additional shared costs during the quarter, that Local One-Stop Partner shall, subject to Article 3, pay the difference to the Local WDB no later than 30 days after receipt of notification from the Local WDB of the additional shared costs for the quarter. If the portion of the additional shared costs allocated to a Local One-Stop Partner for the quarter is less than the Local One-Stop Partner's contributions to additional shared costs during the quarter, the Local WDB shall, subject to Article 3, pay the difference to that Local One-Stop Partner promptly after the Local WDB's receipt of sufficient funds from the other Local One-Stop Partners to make that payment.

2.3.3 Cost Overruns. If the Local WDB anticipates that future additional shared costs for a program year will exceed the Additional Shared Cost Budget for that year (either overall or on a line-item basis), the Local WDB shall notify each Party and recommend that the Parties negotiate an adjusted Additional Shared Cost Budget for the year. If the Parties reach agreement on an adjusted Additional Shared Cost Budget for the year, the Parties may amend this Agreement to replace the existing Additional Shared Cost Budget for the year with the adjusted Additional Shared Cost Budget for the year through execution by each of the Parties of a written adjusted Additional Shared Cost Budget for the year. Upon such execution, the adjusted Additional Shared Cost Budget for that year shall be deemed to replace the existing Additional Shared Cost Budget for that year. Regardless of whether the Parties agree on an adjusted Additional Shared Cost Budget for a year, any cost (of a type included in the Additional Shared Cost Budget) overrun incurred while this Agreement is in effect shall be allocated to each Local One-Stop Partner in the same proportion as such cost would be allocated under this Agreement if it were not a cost overrun. If the Parties agree on an adjusted Additional Shared Cost Budget after the expiration of the year for which that budget is applicable, the Parties may amend this Agreement to replace the existing Additional Shared Cost Budget for that prior year and shall otherwise adjust their cost allocations and later in time payments so as to reconcile or "true up" amounts actually received or paid with the adjusted budget. The Parties intend to limit the

total amount of any additional shared cost adjustments for a year to no more than a ten percent (10%) increase to the Additional Shared Cost Budget allocation of each Local One-Stop Partner.

ARTICLE 3 CONDITIONS TO PAYMENT OBLIGATIONS

If a Party is an agency of the State of Oregon, then such Party's payment obligations under this Agreement are conditioned on the Party receiving sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to make the payment. If a Party is a local government, then such Party's payment obligations under this Agreement are conditioned on the Party receiving from its governing body sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to make the payment. If a Party is a local workforce development board that is subject to debt limitations imposed, or expenditures or funding authorized, by law, because of its unique relationship with local governments, then such Party's obligations under this Agreement are conditioned on that Party receiving sufficient funding, appropriations or other expenditure authorizations to allow that Party, in the exercise of its reasonable administrative discretion, to make the payment.

ARTICLE 4 TERM AND TERMINATION

Section 4.1 **Term.** This Agreement shall remain in effect until the earlier of (1) its termination under Sections 1.1 or 2.1 or (2) a Party's exercise of its right to terminate this Agreement under this Article 4.

Section 4.2 **Termination.** This Agreement may be terminated as follows:

4.2.1 **Notice.** A Party may terminate this Agreement effective upon 90 days advance written notice to each other Party.

4.2.2 **non-appropriation.** A Party may terminate this Agreement effective upon written notice to each other Party, if a Party fails to receive sufficient funding, appropriations, and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, as further described in Article 3.

4.2.3 **Change in Law.** A Party may terminate this Agreement effective upon written notice to each other Party, if federal or state laws, rules, regulations or guidelines are modified or are interpreted by the Federal Grant recipient agencies in such a way that the financing of One-Stop Center infrastructure costs as contemplated by this Agreement is no longer allowable.

4.2.4 **Non-compliance.** A Party may terminate this Agreement effective upon 30 days advance written notice to each other Party, if a Party fails to comply with its obligations under this Agreement, including a failure to make a required payment, and such failure remains uncured at the end of the 30-day period.

ARTICLE 5 EFFECT OF TERMINATION

Section 5.1 **Costs Incurred.** Termination of this Agreement shall not affect a Local One-Stop Partner's responsibility under this Agreement for infrastructure costs and additional shared costs incurred prior to the date of termination. Each Local One-Stop Partner shall continue to be responsible for its allocable portion of such costs in accordance with the terms and conditions of Articles 1 and 2.

Section 5.2 **Default Cost Allocation.** Unless the Parties have entered into a successor agreement for the allocation of infrastructure costs for the One-Stop Center in the Local Area, upon termination of this Agreement, the Local WDB shall so notify the Governor and such infrastructure costs will be allocated by the Governor among the Parties in accordance with the process set forth in 20 CFR 678.730 to 750. There is no default funding allocation for additional shared costs, in the event of termination of this Agreement.

ARTICLE 6 GENERAL

Section 6.1 **Counterparts.** This Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

Section 6.2 **Survival.** Articles 5 and 6 shall survive termination of this Agreement.

Section 6.3 **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by email, addressed to a Party as set forth on the signature pages hereof.

Section 6.4 **Records and Inspection.** Each Local One-Stop Partner shall keep proper books of account and records on all costs in an Infrastructure Cost Budget that it incurs prior to the date of termination of this Agreement. Each Local One-Stop Partner will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of: (i) termination of this Agreement, (ii) the date that all disputes, if any, arising under this Agreement have been resolved or (iii) the period required by any applicable records retention or similar laws. Each Party will permit each other Party and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of such books of account and records. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained.

Section 6.5 **Successors and Assigns.** No Party may assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of each other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns.

Section 6.6 **Governing Law, Jurisdiction, Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding this Agreement must be brought and conducted in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in the Circuit Court in another Oregon county). Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the preceding paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Section 6.7 **Modification; Prior Grant Agreements; Headings.** This Agreement may not be modified or amended except by an instrument in writing signed by each Party. This Agreement reflects and sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 6.8 **Validity; Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the Parties to the extent possible without the invalid provision.

Section 6.9 **Exhibits.** The exhibits to this Agreement are, by this reference, incorporated into and deemed a part of this Agreement as if they were fully set forth in the text hereof. If the language in an Exhibit conflicts with or is inconsistent with language not appearing in an Exhibit, the latter shall control.

Section 6.10 **Time of Essence.** Time is of the essence of this Agreement.

Section 6.11 **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the Parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

Section 6.12 **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

**EXHIBIT A
INFRASTRUCTURE COST BUDGET**

This Agreement covers co-located and non-co-located workforce partners and reflects the financial arrangements in one of three ways: 1) the lease, 2) partner sharing agreements (PSAs), or 3) other arrangements. These arrangements will be captured in this ever-evolving exhibit.

In the table below, co-located and non-co-located partner agreements are identified for each comprehensive center in the East Cascades Works’ region.

Co-Located Partners Per Center	Lessor	Lessee	Center
Title 1B Adult/DW and Non co-located partners ***	Oregon Employment Department	East Cascades Works	Bend
Vocational Rehabilitation	Oregon Employment Department	Oregon Department of Human Services	Bend
Dept of Human Services (Jobs/Offset)	Oregon Employment Department	Central Oregon Intergovernmental Council	Bend
Title 1B Adult/DW and Non co-located partners ***	Oregon Employment Department	East Cascades Works	The Dalles
Dept of Human Services (Jobs/Offset)	City of The Dalles	Oregon Department of Human Services	The Dalles
Title II Adult Basic Skills	Oregon Employment Department	Higher Education Coordinating Commission (Columbia Gorge Community College)	The Dalles
Oregon Commission for the Blind	Oregon Employment Department	Oregon Commission for the Blind	The Dalles
Title 1B Adult/DW and Non co-located partners ***	Oregon Employment Department	East Cascades Works	Redmond
Vocational Rehabilitation	Oregon Employment Department	Oregon Department of Human Services	Redmond
Dept of Human Services (Jobs/Offset)	Oregon Employment Department	Central Oregon Intergovernmental Council	Redmond
Title 1B Adult/DW and Non co-located partners ***	Oregon Employment Department	East Cascades Works	Klamath Falls
Dept of Human Services (Jobs/Offset)	Oregon Employment Department	Oregon Department of Human Services	Klamath Falls

*** Non-Co-Located partners – see Exhibit B for further information

Each lease is managed individually between the lessee and the lessor. Most lessees also maintain PSAs with the lessor to cover the cost of certain office items (phones, for example). The annual costs/budgets for the infrastructure can be referenced by reviewing the leases, PSAs and any amendments to leases and PSAs executed between the parties.

If, during the fiscal year covered by this Agreement, any Co-Located Partner ceases to maintain a lease agreement for a WorkSource Center noted above, that partner will immediately become Non-Co-Located for that Center and share in the costs on a pro-rata basis noted in Exhibit B. Cost sharing will begin on the 1st of the month following lease termination. **Partners will immediately notify East Cascades Works of any changes in the status of leases.**

If, during the fiscal year covered by this Agreement, any Non Co-Located Partner enters into a lease agreement for a WorkSource Center, that partner will immediately become Co-Located for that Center and discontinue sharing in costs on a pro-rata basis noted in Exhibit B. Cost sharing will cease upon lease inception. **Partners will immediately notify East Cascades Works of any changes in status of leases.**

**EXHIBIT B
INFRASTRUCTURE COST ALLOCATION**

Infrastructure cost allocation is provided through the documents identified in Exhibit A and as outlined below.

Oregon Employment Department (OED), the lessor, will include the cost for a “technology nexus cubicle” in East Cascades Works’ lease and/or partner service sharing agreement – identifying and segregating the amount related to Title IB from the amount related to Non-Co-Located Partners. East Cascades Works will allocate the technology nexus cubicle costs to all Non-Co-Located Partner entities on a pro-rata basis based on number of partners sharing the space during the year, determined monthly (see Exhibit A for further information on changes in located/non-co-located status during the year.)

Terms: All lease terms included in East Cascades Works’ sublease where a technology nexus cubicle is identified that apply to East Cascades Works’ as tenants also apply to and must be adhered to by the Non-Co-Located Partners sharing the technology nexus cubicle. Copies of the sublease and any future amendments and/or revisions will be provided to the Non-Co-Located Partners promptly upon execution.

Non-Co-Located Partners per Comprehensive Center

Agency to Invoice for		
Non Co-Located Partners per Center 2020 - 2021	Designated Technology Nexus Cubicle	Center
Dept of Human Services (Aging Disability Services)	Easter Seals	Bend
Title II Adult Basic Skills	Higher Education Coordinating Commission (Central Oregon Community College)	Bend
Oregon Commission for the Blind	Oregon Commission for the Blind	Bend
Warm Springs Title 1B Adult/DW **	Confederated Tribes of the Warm Springs Reservation of Oregon	Bend
Title 1B Migrant Seasonal Farmworkers	Oregon Human Development Corporation	Bend
Regional Career and Technical Education	High Desert Education Service District	Bend
Dept of Human Services (Aging Disability Services)	Easter Seals	The Dalles
Vocational Rehabilitation	Oregon Department of Human Services	The Dalles
Title 1B Migrant Seasonal Farmworkers	Oregon Human Development Corporation	The Dalles
Regional Career and Technical Education	High Desert Education Service District	The Dalles
Youth Build	Heart of Oregon Corps	Redmond
Dept of Human Services (Aging Disability Services)	Easter Seals	Redmond
Title II Adult Basic Skills	Higher Education Coordinating Commission (Central Oregon Community College)	Redmond
Oregon Commission for the Blind	Oregon Commission for the Blind	Redmond
Warm Springs Title 1B Adult/DW **	Confederated Tribes of the Warm Springs Reservation of Oregon	Redmond
Title 1B Migrant Seasonal Farmworkers	Oregon Human Development Corporation	Redmond
Regional Career and Technical Education	High Desert Education Service District	Redmond
Title II Adult Basic Skills	Higher Education Coordinating Commission (Klamath Community College)	Klamath Falls
Dept of Human Services (Aging Disability Services)	Easter Seals	Klamath Falls
Klamath Tribes Title 1B Adult/DW **	The Klamath Tribes	Klamath Falls
Oregon Commission for the Blind	Oregon Commission for the Blind	Klamath Falls
Title 1B Migrant Seasonal Farmworkers	Oregon Human Development Corporation	Klamath Falls
Vocational Rehabilitation	Oregon Department of Human Services	Klamath Falls
Regional Career and Technical Education	High Desert Education Service District	Klamath Falls

For Fiscal Year 202 – 2024, the cost to allocate to non-co-located partners for technology nexus cubicles in each comprehensive center is \$0. Non-co-located partner non-cash and in-kind contributions are consistent with 2 CFR 200.306 and evaluated on annual basis.

** Per Training and Employment Guidance Letter 17-16, Native American programs as required One-stop partners are strongly encouraged to contribute to infrastructure costs, but they are not required to make such contributions under the Workforce Innovation and Opportunity Act. Native American programs are identified in Exhibit B as non-Co-Located but may or may not be included in the cost sharing allocation. Allocations will not be changed retroactively; Native American programs will begin sharing in costs noted in Exhibit B on the 1st of the month following signature on this Agreement.

EXHIBIT C
ADDITIONAL SHARED COST BUDGET

Exhibit C is not applicable for the term of this agreement.

EXHIBIT D
ADDITIONAL SHARED COST ALLOCATION

Exhibit D is not applicable for the term of this agreement.