

## WorkSource System Policy 1013 Rev 1 (Memorandum of Understanding) – Public Comment and WSID Responses

October 5, 2012

Name	Entity	Comments	WSID's Response
Marlena Sessions	Seattle-King WDC	We appreciate the extended duration now permitted for MOUs (now five years instead of three). We have one question/concern regarding the customer flow and customer referral processes. As you know, Seattle-King has a large and diverse WorkSource system with many sites run by different agencies. Can our local MOU outline a general process, while allowing for customization at different sites based on customer needs and on-site partners?	<p>WSID would like to clarify that the only change made to this section was the removal of the “point of contact for the jobseeker customer” bullet under the “Customer Referrals” section.</p> <p>The intent of this section is to inform signatories to the MOU of their roles and expectations in an effort to improve service delivery within (and between) WorkSource Centers and Affiliate Sites. WSID would encourage the approach you mentioned as long as these outlines are also described within (or attached to) the MOU and the established integrated customer flow is maintained. WSID agrees that this may result in a more accurate and detailed depiction of the WDA’s strategy and each partner’s role, and inclusion in the MOU is necessary to ensure signatories are informed and held accountable to these expectations.</p> <p>WSID will update the policy to reflect this option.</p>
Tamara Bosler	South Central WDC	With the revised policy there may be a need to revise the local MOU. If so, once a local area has the MOU complete, is it possible to have the monitoring unit review a draft to ensure all expectations are met?	<p>Yes, feel free to send in your MOU(s) for review. Please send them to your Technical Assistance Point of Contact:</p> <p><b>Carol Nunn (WDAs 1, 2, 3, 7, 11, 12)</b>            360-725-9512            cnunn@esd.wa.gov</p> <p><b>Nancy Paré (WDAs 4, 5, 6, 8, 9, 10)</b>            360-725-9516            npare@esd.wa.gov</p>
Gay Dubigk	Northwest WDC	<p>Recommend deleting this line: “The WorkSource Framework Initiative provides a vision and minimum statewide standards for an effective, efficient, and consistent approach to delivering these services statewide.”</p> <p>An “initiative” does not provide vision and standards. This is what ESD hopes to achieve with WorkSource System Policies. First revision draft said “this policy supports the WS Framework Initiative...”</p>	WSID modified the language to align with this recommendation.
Gay Dubigk	Northwest WDC	Recommend changing “an overall agreement that binds the partners together as a system” to “an overall agreement that describes partners’ roles and contribution in the local system.”	WSID modified the language to align with this recommendation.
Gay Dubigk	Northwest WDC	Recommend changing “common responsibility...” to “responsibility of each partner for customer service deliver.”	WSID modified the language to align with this recommendation.
Gay Dubigk	Northwest WDC	Recommend using the term “Employer and/or Business Services” rather than “Business Services.”	WSID modified the language to align with this recommendation.
Gay Dubigk	Northwest WDC	Recommend using the word “referenced” rather than “incorporated”	WSID modified this language to clarify. New language reads “attached, linked or embedded”. WSID wants to ensure the

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		when referring to the agreements and procedures under the Additional Requirements section. First draft used “referenced”, which is preferable and not open to interpretation as is “incorporated.”	actual content or a link to the actual content is provided.
Gay Dubigk	Northwest WDC	<p>“Local Boards, chief elected officials and partners may request assistance from a State agency responsible for administering the partner program, the Governor, State Board, or other appropriate parties.” This CFR speaks to ESD as administering a MOU “partner program” and does not support ESD’s assertion it has the authority to resolve a dispute based upon its WIA administration role. Further, the CFR provides multiple choices for State level assistance.</p> <p>ESD has a conflict of interest in establishing itself as final arbitrator of these types of dispute, and there are other options without that conflict (or the appearance of a conflict) as noted in CFR 662.310 (b)</p> <p>At a minimum, the WDC Chair should have equal standing in this group and be identified here. Mutual agreement on “any other parties” may be difficult to come by in a dispute between ESD and WDC. The WDC Chair should be part of the jointly issued final written decision, along with ESD and the CLEO(s).</p>	<p>WSID would like to acknowledge that the Policy Advisory Committee (PAC) diligently worked on the dispute resolution section during the past two PAC meetings. The language/process as written in this policy revision is a result of the PAC’s efforts.</p> <p>ESD’s role is not to independently resolve the dispute. The policy states that “ESD shall engage the CLEO(s) and any other parties mutually deemed appropriate, in an effort to resolve the dispute... ESD and the CLEO(s) may seek alternatives such as asking for third-party mediation, or consultation with the Governor’s Office, to propose a resolution.”</p> <p>20 CFR 662 (Section II. Summary and Explanation p. 49313) states that “The regulation also identifies a State role in assisting local areas to reach agreements on the MOU... We believe it is important that the Governor work with those agencies and with localities to ensure that effective MOU’s are executed and implemented...”</p> <p>WSID believes the intent of 20 CFR 662.310(b) and the citation above is for the Governor/state to ensure WDCs have fully executed and implemented MOUs. ESD functions as the Governor’s designated administrative entity and as such has the responsibility to ensure MOUs are executed and implemented. This is the Governor’s role as outlined in CFR and ESD is the Governor’s designated administrative entity under the Workforce Investment Act.</p> <p>Including the WDC Chair in this process could result in a conflict of interest as well. ESD’s role is necessary (and balanced by the role of the CLEO(s)) to ensure the Governor is represented in this dispute resolution process to ensure fully executed and implemented MOUs. As was discussed in the PAC meeting, there exist multiple instances where there may be an appearance of conflict of interest, including but not limited to instances where the WDC serves as a one-stop operator and/or training provider as well as the local board where it has sole decision making authority for local level disputes. As noted in the citation above, the Governor does have a role in ensuring the execution of each local MOU. WSID believes that we have crafted a policy that provides balance to mitigate the potential for conflict of interest should a dispute ever rise to the state level. WSID believes the policy, as written, provides maximum flexibility for dispute resolution to occur at the local level according to local procedure and trusts that conflicts of interest will be managed appropriately at the local level should they occur.</p>
Gay Dubigk	Northwest WDC	WorkSource is broader than Labor Exchange (i.e. hiring). Change “hiring needs” to “workforce needs” under Employer/Business Services definition.	WSID modified the language to align with this recommendation.