

**Virginia Career Works – Prince William Center
Memorandum of Understanding
Addendum
July 1, 2018 through June 30, 2019**

This Addendum is established for the purpose of the operation and cost sharing of the Comprehensive Virginia Career Works Center located in Prince William County among the partners of the Center. Through this Addendum, Virginia Career Works - Northern and its 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 Virginia Career Works – Northern MEMORANDUM OF UNDERSTANDING, Appendix A - Agency Specific Commitments For Implementation of the Workforce Innovation and Opportunity 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, now the Workforce Innovation and Opportunity Act (WIOA), in effect from July 1, 2018 through June 30, 2020.

This Addendum to the Virginia Career Works - Northern 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
- The *SkillSource* Group, Inc. on behalf of Virginia Career Works - Northern
- Virginia Department for the Blind and Vision Impaired
- Virginia Employment Commission
- Stratford University
- Melwood – Arlington Campus

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 Virginia Career Works Center in Prince William County, Virginia.

II. Strategic Vision for a Comprehensive Virginia Career Works Center

The Agencies commit to the vision of a comprehensive Virginia Career Works 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

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appropriate.

III. Duration of Addendum

The Addendum will commence on the 1st day of July 2018, and shall remain in full force and effect until the 30th day of June 2019 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 Virginia Career Works - Northern 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

All parties to this MOU agree to comply fully with the Americans with Disabilities Act, as amended, regarding physical and programmatic accessibility of facilities, programs, services, technology, and materials for individuals with disabilities, including complying through staff training and support for addressing the needs of individuals with disabilities.

Section 188 WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38) Final Rule: prohibits discrimination against individuals in any program or activity that receives financial assistance under Title I of WIOA as well as by the one-stop partners listed in WIOA Section 121(b) that offer programs or activities through the one-stop/American Job Center system.

All parties to this MOU agree to comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

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- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- 29 CFR part 38 and all other regulations implementing the laws listed above.

X. Indemnification and Liability

By executing this MOU, each entity agrees to work together to deliver Virginia Career Works 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.

No party assumes any responsibility to any other party, state or non-state, for the consequences of any act or omission of any third party. The Parties acknowledge Virginia Career Works - Northern and the One-Stop Operator have no responsibility and/or liability for any actions of the Virginia Career Works – Prince William Center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of Virginia Career Works - Northern or the One-Stop Operator.

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
- Each partner must contribute a fair share of the operating costs of the comprehensive Virginia Career Works – Prince William Center proportionate to the use of the Center by the partner's program (benefit received), consistent with guidance in the [Virginia Workforce Letter No. 17-04: Virginia Career Works One-Stop Memorandum of Understanding \(MOU\) and Cost Allocation Development Guidance](#) (May 1, 2018). 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 and updated it in the Joint Rule at 20 CFR 678.700 to 678.760. Additional requirements can be found in the Federal Cost Principles of the Uniform Guidance at 2 CFR part 200.

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.

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- Each partner contributes 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, in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (Uniform Guidance), in 2 CFR part 200. 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.


Partners are expected to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR issued December 26, 2013). The Uniform Administrative Requirements supersedes OMB Circular A-21, A-87, A-122, A-110 and A-133.

Electronic Virginia Career Works – Prince William Center partners are expected to contribute in the One Stop operating costs. Partners providing program services electronically through a Virginia Career Works 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 Virginia Career Works - Prince William Center 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.

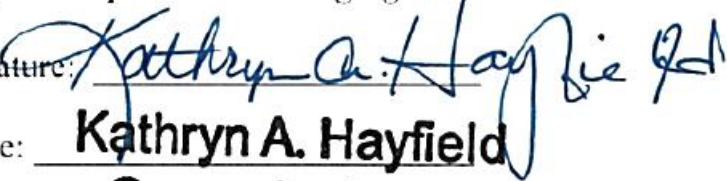
APPROVAL: The undersigned Agencies bind themselves to the faithful performance of this Addendum. It is mutually understood that this Addendum shall not become effective until executed by all Parties involved.

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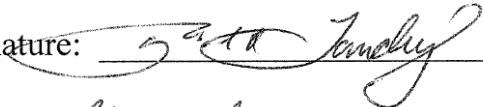
Adult Education, Prince William County Public Schools

Signature: 
Name: Steven L. Walts
Title: Superintendent
Date: 5/21/18

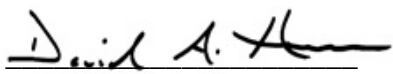
Virginia Department for Aging and Rehabilitative Services

Signature: 
Name: Kathryn A. Hayfield
Title: Commissioner
Date: 8/20/18

Job Corps

Signature: 
Name: BRIAN R. LAUDRY
Title: VP, FINANCE & ADMINISTRATION
Date: 7-23-18

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

Signature: 
Name: David A. Hunn
Title: President and CEO
Date: 8/21/18

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Virginia Department for the Blind and Vision Impaired

Signature: Raymond E. Hopkins

Name: Raymond E. Hopkins

Title: Commissioner

Date: 6/6/18

Virginia Employment Commission

Signature: Ellen Marie Hess

Name: Ellen Marie Hess

Title: Commissioner

Date: 08/02/2018

Stratford University

Signature: Mary Ann Shurtz

Name: Mary Ann Shurtz

Title: Exec. VP

Date: 6/27/18

Melwood Horticultural Training Center

Signature: for Yr

Name: Rebecca Cheraguit

Title: Vice President, Community Services

Date: 3/5/19