



# SPOKANE WORKFORCE COUNCIL

## Spokane One-Stop Operator Firewall Agreement

Spokane Workforce Council (SWC) enters into this agreement with Career Path Services (CPS), and the Spokane City and County Chief Elected Officials, per the requirements set forth in the [Workforce Innovation and Opportunity Act of 2014](#) (WIOA) and [Training and Guidance Letter 15-16](#), Section 11.

This agreement is for the period of **July 1, 2020** through **June 30, 2021**. During this period, CPS will employ the One-Stop Operator of WorkSource Spokane, as well as will provide other WIOA Title I services, as outlined in their respective contracts.

This agreement is established to ensure compliance with the SWC's One-Stop Operator Policy #WS-814-R1, specifically, "[I]f the agency selected to employ the One-Stop Operator is also a provider of other WIOA services, they will be required to enter into a written agreement with the SWC and the chief elected officials to demonstrate appropriate firewalls and internal controls. This requirement is designed to spell out protections against potential conflicts of interest."

The One-Stop Operator will be responsible for the following:

1. Management of WorkSource Spokane, including hours of operations, space configuration, space usage, space design and layout, customer flow, and managing the center following integrated service delivery design principles.
2. Determining the number of staff and workspaces at WorkSource Spokane, as well as the programs and projects operated within WorkSource. It is required that the OSO maintain a process by which any agency seeking new, additional, or expanded workspace, funding, programs or projects, such as adding staff or realigning a staff members' duties that will impact any aspect of Integrated Service Delivery (ISD), can seek authorization from the OSO, with both the request and response documented in writing.
  - a. This approval must be sought and approved by the OSO in advance, including during grant writing phase. The OSO is not required to authorize additional staff, cubicles, or any change to ISD or service delivery based on the position being funded or new funding being awarded if authorization was not sought and granted in advance.
  - b. It is required that the OSO work with the SWC regarding WIOA Core and Required Partners to be in the center. The local board (SWC) is responsible for ensuring all WIOA requirements are met, and as such, is responsible for ensuring WIOA Core and Required Partner services are available throughout the one-stop campus.
3. Approving all changes in advance and in writing for office furniture, office equipment, and IT hardware and software. It is understood that reasonable accommodations and state-mandated changes cannot be denied by the One-Stop Operator, however the partner making the change must seek consent in advance to ensure the One-Stop Operator is aware of the change and has the opportunity to provide feedback on the product being purchased. The

OSO will create and maintain a form/process by which partner agencies can seek authorization to make changes within WorkSource Spokane.

4. Approving all community, agency, and other meetings being held within WorkSource Spokane and/or in representation of WorkSource Spokane within the community. The OSO will create and maintain a form/process by which partner agencies can seek authorization to use classroom and/or meeting room space within WorkSource Spokane.
5. In partnership with the SWC, coordinating communication and partnerships across the One-Stop campus ([WorkSource](#) and [Next Generation Zone](#)) and [affiliated](#) service locations in Spokane County.
6. Encouraging partner collaboration including continuously striving to achieve shared ownership for success of the customer and the system, and contributing to collective accountability that recognizes system outcomes.
7. Leading One-Stop Site Certification process for WorkSource Spokane.
8. Operationalizing the vision of the SWC for WorkSource Spokane, including high quality customer service, Integrated Service Delivery, and a professional environment with up-to-date technology.
9. In partnership with the SWC, establishing the expectations of dress and attire, and holding agencies accountable for enforcing these expectations.
10. Assuring that appropriate referrals are made among the partners.
11. Promoting the services available on the One-Stop Campus, including development of marketing and outreach materials, with support from the SWC.
12. Being knowledgeable of the mission and performance standards of all partners and facilitating cross-training among all staff.
13. Evaluating customer needs and satisfaction data to continually refine and improve service strategies.
14. Ensuring that the SWC's non-program-related policies and procedures are effectively communicated and carried out at WorkSource.
15. Working with the SWC and partners to define and provide a means to meet common operational needs, such as training, technical assistance, and additional resources, etc.
16. Ensuring non-program EEO requirements are met, including coordinating staff training, and assuring EEO posters and processes are in place.
17. Aligning with the Next Generation Zone to ensure the One-Stop Campus is operating in a cohesive fashion.

The One-Stop Operator may not perform any of the following functions:

1. Develop, manage, or conduct the competitive procurement of service providers in which it intends to compete.
2. Convene system stakeholders to assist in the development of the local plan.
3. Prepare and submit local plans (as required under sec. 107 of WIOA).
4. Be responsible for oversight of itself.
5. Develop, manage or participate, other than as a respondent, in the competitive selection process for One-Stop Operators.
6. Select or terminate One-Stop Operators or WIOA Title I service providers.
7. Perform monitoring functions of itself or any WIOA partners.
8. Evaluate itself as One-Stop Operator.
9. Negotiate local performance accountability measures.
10. Develop and/or submit a budget for activities of the Spokane Workforce Council.
11. Establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term career and training services.

The Spokane Workforce Council agrees to:

1. Provide functional oversight of One-Stop Operator.
2. Continually monitor One-Stop Operator activities and interactions with existing WIOA Title I staff to assure appropriate separation of duties.
3. Maintain, at all times, a current, signed Conflict of Interest Agreement from the individual serving as One-Stop Operator.

Career Path Services agrees to:

1. Ensure a supervision structure for the One-Stop Operator that is separate from and not influenced by the agency/staff who are directly managing WIOA contracts at WorkSource Spokane.
2. Support the functional oversight/guidance of the One-Stop Operator by the Spokane Workforce Council.
3. Recognize and support the One-Stop Operator's role in quality oversight of the local WorkSource system.
4. Ensure the individual serving as One-Stop Operator is of high integrity and accountability.
5. has been vetted and approved by the Spokane Workforce Council.

This agreement is established to ensure the compliance with:

- Training and Employment Guidance Letter (TEGL) WIOA 15-16: Competitive Selection of One-Stop Operators;
- Washington State WIOA Policy 5404: Procurement and Selection of One-Stop Operators and Service Providers;
- Spokane Workforce Council Policy 814: One-Stop Operator Policy; and
- One-Stop Operator Agreement (contract for services).

### Spokane One-Stop Operator Firewall Agreement Signature Page

Signature below acknowledges and confirms agreement to this document.

#### City of Spokane Mayor or Designee:

Nadine Woodward	Mayor
Name	Title
	7/27/2020
Signature	Date

#### Spokane County Commissioner or Designee:

Josh Kerns	Spokane County Commissioner
Name	Title
	8/7/2020
Signature	Date

#### Spokane Workforce Council:

Mark Mattker	CEO
Name	Title
	7/9/2020
Signature	Date

#### Career Path Services:

Cami Eakins	CEO
Name	Title
	8/10/2020
Signature	Date