

**SUPPLEMENTAL AGREEMENT TO
THE NORTHERN VIRGINIA MEMORANDUM OF UNDERSTANDING FOR THE
IMPLEMENTATION OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
For the Period July 2016 – June 2018**

1. **Statement of Purpose:** This is a supplemental agreement to the *Northern Virginia Memorandum of Understanding for Implementation of the Workforce Innovation and Opportunity Act*, effective date of signature through June 30, 2018, and is subject to all of its terms and conditions. This Supplemental Agreement also incorporates the Agreement between the Northern Virginia Workforce Development Board and the One-Stop Operators as Exhibit 1. The purpose of this agreement is to establish the terms and conditions under which the parties to this agreement will share the operations and cost of providing shared services at the Fairfax *SkillSource* Center at Annandale, the Fairfax *SkillSource* Center at Alexandria, and the Fairfax *SkillSource* Center at Reston-Lake Anne as Northern Virginia Workforce Development Board (NVWDB) certified One-Stop Centers. The Annandale Center is located at 7611 Little River Turnpike (West Wing), Suite 300W, Annandale, VA 22003, the Alexandria Center is located at 8350 Richmond Highway Suite 327, Alexandria, Virginia 22309 and the Reston-Lake Anne Center is located at 11484 Washington Plaza West, Suite 110, Reston, Virginia 20190. All notices regarding this agreement shall be given to the parties listed below:
 - a. Fairfax County Department of Family Services
7611 Little River Turnpike (West Wing), Suite 300W
Annandale, VA 22003
Phone: (703) 533-5409 Fax: (703) 241-8413
Contact: Dai Nguyen
 - b. Fairfax County Public Schools
Adult and Community Education
6815 Edsall Road
Springfield, VA 22151
Contact: Sheryl Granzow, Adult Career and Technical Education
Phone: (703) 658-1228 Fax: (703) 658-2787
Fairfax County Adult High School
4105 Whitacre Road
Fairfax, VA 22031
Phone: (703) 503-6405 Fax: (703) 425-3792
Contact: Brad Rickel, Adult Basic Education
 - c. Virginia Department for Aging and Rehabilitative Services
11150 Fairfax Blvd., Suite 300
Fairfax, Virginia 22030
Phone: (703) 359-1124 Fax: (703) 277-3537
Contact: Mark Fletcher
 - d. Virginia Employment Commission
13370 Minnieville Road
Woodbridge, Virginia 22192

Phone: (703) 897-0421 Fax: (703) 897-0441
Contact: Melvin R. (Rick) Slusher

- e. Northern Virginia Workforce Development Board
8300 Boone Boulevard, Suite 450
Vienna, Virginia 22182
Phone: (703) 752-1606
Contact: David Hunn

- f. Business Development Assistance Group, Inc.*
Fairfax *SkillSource* Center - Annandale
Heritage Center
7611 Little River Turnpike (West Wing), Suite 335W
Annandale, VA 22003
Phone: (703) 538-7412
Contact: Toa Do
*Applies only to the Fairfax *SkillSource* Center, Annandale

2. **The Parties agree to the following:**

a. The Fairfax County Department of Family Services (DFS) is the One-Stop Operator for the Fairfax *SkillSource* Center at Annandale, the Fairfax *SkillSource* Center in Alexandria and the Fairfax *SkillSource* Center in Reston. As such, DFS is responsible for all financial activities related to the operation of the three Centers, including oversight, monitoring, billing and payment of shared costs, and review of each Center's fiscal functions. DFS has identified a Center Operations Manager for each Center who is responsible for the oversight and review of the funding information and shared costs of each Center. All notices regarding this Agreement shall be sent to the Center Operations Manager at each of the following locations:

Fairfax *SkillSource* Center, Annandale
Heritage Center
Center Operations Manager
7611 Little River Turnpike (West Wing), Suite 300W
Annandale, VA 22003

Fairfax *SkillSource* Center, Alexandria
Center Operations Manager
8350 Richmond Highway, Suite 327
Alexandria, Virginia 22309

Fairfax *SkillSource* Center, Reston
Center Operations Manager
11464 Washington Plaza West, Suite 110
Reston, Virginia 20190

b. The parties agree to share the costs associated with providing shared services at each Center. If the parties change the cost sharing mechanism, they will negotiate the costs using a mutually agreed upon cost allocation methodology. The methodology to be used may be a proportional share of customers, workstation costs, full time equivalency (FTE), space/square footage, and/or contributions. Contributions must be agreed to by all of the parties and may be used to offset the cost of a party's responsibility for costs under the cost-allocation plan. (Refer to the Cost Allocation Plan for each of the One-Stop Centers, Exhibit 2.) These costs include, but are not limited to, the following:

- 1) Staffing
- 2) Training
- 3) Customer Satisfaction System
- 4) Technology
- 5) Resources
- 6) Facilities
- 7) Communications
- 8) Individual Training Accounts

c. The parties mutually agree upon the billing and payment procedures to be used for the Fairfax *SkillSource* Centers. Payments will be made to DFS as the fiscal lead for all three centers.

3. **Operational Principles:** The agencies listed in this agreement agree to collaborate to achieve a shared vision for a seamless customer-focused one-stop delivery system, that integrates service delivery across all programs and connects businesses and job seekers with the full range of services available in their communities, whether they are looking to find jobs, build basic educational or occupational skills, earn a postsecondary certificate or degree, or obtain guidance on how to make career choices, or are businesses and employers seeking skilled workers (as outlined in the [U.S. Department of Labor Training and Employment Guidance Letter No. 04-15](#), Vision for the One-Stop Delivery System under WIOA).

The parties mutually agree to the following *SkillSource* Center Principles:

- a. Commitment to participating in Continuous Quality Improvement (CQI) efforts.
- b. Following Northern Virginia Workforce Development Board (NVWDB) policies and procedures to manage onsite co-located staff.
- c. Following NVWDB protocols for operations, customer and staff interactions.
- d. Operating in accordance with the NVWDB and the State certification quality standards.

4. **Hours of Operation:** The parties agree to the following:

The Fairfax *SkillSource* Center at Annandale will operate Monday through Thursday 8:00 a.m. to 4:30 p.m. and Friday 10:00 a.m. to 4:30 p.m.

The Fairfax *SkillSource* Center in Alexandria will operate Monday through Thursday 8:00 a.m. to 4:30 p.m. and Friday 10:00 a.m. to 4:30 p.m.

The Fairfax *SkillSource* Center in Reston-Lake Anne will operate Monday through Thursday 8:00 a.m. to 4:30 p.m. and Friday 10:00 a.m. to 4:30 p.m.

5. **Opening and Closing:** The Fairfax County Department of Family Services (DFS) is responsible for the opening and closing of all three *SkillSource* Centers.
6. **Center Staffing:** The parties agree to provide the following:
 - a. **Fairfax County Department of Family Services (DFS)** will provide a Center Operations Manager, Employer Solutions Team members, staff to support daily operations, and security for the Fairfax *SkillSource* Centers in Annandale, Alexandria and Reston.
 - b. **Fairfax County School Board, which operates Fairfax County Public Schools (FCPS)** will provide within available resources: For Fairfax *SkillSource* Center-Annandale: one program specialist, who is co-located full-time at the FCSC. National External Diploma Program will provide assessors on site as needed. As funds allow, adult high school completion Information & Placement workshops, GED[®] practice tests, GED preparation classes, and GED testing will be provided on-site.
For Fairfax *SkillSource* Center-Alexandria: one program specialist, who is co-located part-time at the Alexandria location and an educational counselor, one afternoon per month from 1:00 p.m. to 4:00 p.m. who primarily talks with customers and presents workshops as appropriate. As funds allow, adult high school completion Information & Placement workshops, GED[®] preparation classes and GED testing will be provided on-site.
 - c. **Virginia Department for Aging and Rehabilitative Services (DARS)** will provide a Rehabilitation Counselor at a minimum of one-half (1/2) day per week at each center.
 - d. **Virginia Employment Commission (VEC)** will strive to provide itinerant support to the three Fairfax *SkillSource* Centers in Annandale, Alexandria and Reston, as needed and negotiated between the *SkillSource* Center managers and the Prince William Local Office management. As resources allow, VEC will provide the Fairfax *SkillSource* Centers in Annandale, Alexandria and Reston a Workforce Services Representative to deliver Unemployment Compensation Services (1/2) day per month and a Veteran Representative to deliver services to veterans (1/2) day per month.
 - e. **Business Development Assistance Group (BDAG)** will provide 2 full-time staff members to deliver all services related to small business startup and expansion at the Fairfax *SkillSource* Center, Annandale.
 - f. **Northern Virginia Workforce Development Board (NVWDB)** will provide oversight and policy guidance on Workforce Innovation and Opportunity Act and other related workforce area issues to all three centers.
7. **Period of Agreement:** This Agreement is effective July 1, 2016 through June 30, 2018.

8. **Agreement Modification:** All parties shall mutually agree upon modifications to this Agreement. Any modifications to this Agreement, to be valid, must be in writing and signed by all parties. Oral modifications shall have no effect. If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected.

9. **Liability:** As between the parties and to the extent permitted by Virginia law, each party to this Agreement shall be responsible for claims of negligence, errors or omissions against itself, its employees, its agents, volunteers or its officers, which arise from alleged injury to persons or any alleged damage to property. All claims against entities of the Commonwealth of Virginia are subject to the Virginia Tort Claims Act. No party to this agreement assumes any responsibility to any other party for the consequences of any act or omission of any third party. This paragraph shall not be construed as a waiver of the sovereign immunity of any party.


10. **Disputes:** In the event that a dispute should arise regarding the terms and conditions, the performance, or the administration of this agreement, which cannot be resolved informally, the following dispute resolution procedure will be used before proceeding to any lawsuit or civil action:
 - a. A *Dispute Resolution Panel* shall be formed. Each party to this agreement shall select on individual to represent its interests on the panel.

 - b. The panel members shall select, by a simple majority vote, a person not a party to this agreement to chair the panel. The chairperson's role will be that of a facilitator. The chairperson shall be a non-voting member of the panel unless the decision results in a tie, in which case, the chairperson shall vote to break the tie.

 - c. The panel shall meet and render a decision by simple majority vote of the panel members. In the event that the decision results in a tie, the panel chairperson shall vote to break the tie.

11. **Termination:** The parties mutually agree to follow the *Northern Virginia Memorandum of Understanding for Implementation of the Workforce Innovation and Opportunity Act, Section XII, Amendment or Cancellation of Agreement* procedure.

ACCEPTANCE:



EDWARD L. LONG, JR.
COUNTY EXECUTIVE
COUNTY OF FAIRFAX

 2/18/2016
DATE

Ellen Marie Hess

ELLEN MARIE HESS
COMMISSIONER

VIRGINIA EMPLOYMENT COMMISSION DATE

11/30/2016

James A. Rothrock
JAMES A. ROTHROCK
COMMISSIONER
VIRGINIA DEPARTMENT FOR AGING AND
REHABILITATIVE SERVICES

2/6/16
DATE

Karen K. Garza
KAREN K. GARZA, Ph.D.

SUPERINTENDENT OF SCHOOLS
FAIRFAX COUNTY SCHOOL BOARD

7-28-16
DATE

Todd W. Rowley

TODD W. ROWLEY, CHAIRMAN
NORTHERN VIRGINIA WORKFORCE
DEVELOPMENT BOARD

6/16/16
DATE

Carole

TOA DO
PRESIDENT
BUSINESS DEVELOPMENT
ASSISTANCE GROUP*

6/24/2016
DATE

*Applies only to the Fairfax SkillSource Center, Annandale

EXHIBIT 1

AGREEMENT BETWEEN THE NORTHERN VIRGINIA WORKFORCE DEVELOPMENT BOARD AND ONE-STOP OPERATORS

The Northern Virginia Workforce Development Board hereby designates the Consortium identified in the Annandale, Alexandria and Reston-Lake Anne Center applications for certification as one-stop operators with the Fairfax County Department of Family Services identified by the Consortium as the managing partner.

For the *SkillSource* Center located at 7611 Little River Turnpike (West Wing), Suite 300W Annandale, VA 22003, the *SkillSource* Center located at 8350 Richmond Highway Suite 327 Alexandria, VA, and the *SkillSource* Center located at 11464 Washington Plaza West, Suite 110, Reston, VA 20190, each of the agencies party to this agreement support the following one-stop career center operation policies and procedures:

- agreement with the NVWDB's designated One-Stop Operators
- agreement with the use of the Continuous Quality Improvement (CQI) Team as the onsite management approach on behalf of the Partnership
- agreement with the policies and procedures to manage on-site co-located staff
- agreement with the protocols for operations, customer interactions, and staff interactions
- agreement to operate in accordance with the NVWDB and State certification quality standards.

The agreements above are part of the Memorandum of Understanding.

ONE STOP OPERATOR ROLE/FUNCTION. The One-Stop Operators identify issues that need to be addressed that have to do with service delivery. The managing partner, identified by the Consortium of Partners, works with co-located partners to form a solution, but is empowered to make the final call when a decision cannot be reached or when timing requires an immediate decision.

The One-Stop Operators are responsible for ensuring that the integrated service delivery system at the *SkillSource* Centers supports all of the NVWDB and State policies related to oversight and implementation of the one-stop delivery system. The Operators act as a liaison between the WDB and the Centers and ensures adherence to the provisions of the MOU. Additionally, the One-Stop Operators are responsible for ensuring the service delivery system at the Centers fully integrate the NVWDB's and State's products, protocols, and quality standards.

The Operators also maintain and oversee the implementation of the business plan submitted as part of the application. Other responsibilities of each *SkillSource* Center Operator include recruiting additional partners as opportunities and needs arise, marketing *SkillSource* services, and generally promoting knowledge of the NVWDB's one-stop system in the community. Through the partnership structures of the Design and CQI teams, the Operators facilitate the sharing and maintenance of data and support the continuous quality improvement methodology.

CENTER OPERATIONS MANAGER ROLE/FUNCTION. Each *SkillSource* Center Operations Manager's role is to provide operational oversight to their respective Center. The Center Operations Manager maintains the focus on continuously improving quality customer service. The Center Operations Manager for each site is responsible for operational management, ensuring that services are being delivered in accordance with the Partnership's products and processes and use of the Continuous Quality Improvement initiatives of the Partnership. Each Center Operations Manager has primary responsibility for ensuring the tools and strategies developed by the CQI Team are implemented.

The Center Operations Managers provide direction to collocated staff with regard to day-to-day operational needs. The Center Operations Managers ensure all staff operate within the agreed upon policies and procedures to manage onsite collocated staff; with the agreed upon protocols for operations, customer interactions, and staff interactions, and operate in accordance with the WDB and State certification quality standards. The Center Operations Managers are responsible for center performance and outcome reporting to the Operator through the managing partner.

CQI TEAM ROLE / FUNCTION. The CQI Team's primary role is to develop tools and strategies and to deploy them within the *SkillSource* Centers, and to identify training and skill development needs for Workforce Development Specialists. They develop and maintain operational policies, procedures and practices around customer flow, customer services, operations, and continuous quality improvement. The CQI Team works to align all service practices with performance management for WIOA and all Partners' programs.

The CQI Team is responsible for ensuring that the integrated service delivery system at each Center supports all of the NWDB and State policies related to oversight and implementation of the one-stop delivery system.