

Northwest Georgia Comprehensive One-Stops Resource Sharing Agreement

_____ *Career Center*

I. OVERVIEW

The Resource Sharing Agreement provides the framework for key local partner commitment regarding the allocation and sharing of operational costs and resources for the Northwest Georgia Comprehensive One-Stop System.

The Region One Northwest Workforce Consortium has been designated by the Northwest Georgia Workforce Investment Board (WIB) and Coosa Valley/North Georgia Council of Chief Elected Officials (CCEO) as the operator for the region's one-stop system and one-stop centers and will be the entity responsible for ensuring that the duties specified in this agreement are carried out.

The hosting entity manager is designated to perform the duties of the one-stop center manager as specified in this agreement.

II. DURATION

This agreement becomes effective _____ irrespective of signature dates and remains in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), or in accordance with this section.

Reference to funds identified in support of this Resource Sharing Agreement is contingent upon receipt of those funds by the partners. Any partner may withdraw from this agreement in the event that funding is either eliminated or reduced such that the partner can no longer continue its participation in this agreement. Such withdrawal shall be effective upon written notification to the local center manager of the lack of funding, or upon the vacating of the premises by the partner, whichever is later.

Any partner may withdraw from this agreement at any time by giving written notice of their withdrawal to the local center manager at least 30 calendar days prior to the effective date of withdrawal. Upon the withdrawal of any partner, any continuing costs associated with this agreement shall be reallocated by the center manager among the remaining partners, and Attachment B of this agreement shall be modified in writing accordingly.

Should any party to the agreement withdraw, the agreement remains in effect with respect to the remaining parties.

III. AGREEMENT MODIFICATION

The partners recognize that modifications will be necessary during the life of the agreement. Any modifications to this agreement must be in writing and approved by the Consortium. Quarterly modifications to Attachment B (Shared System Services and Benefit to Partners Worksheet) need to be approved by the Consortium only if they are material. However, a copy of all modifications to Attachment B will be provided to the Consortium for their information or approval, as appropriate. If

additional comprehensive one-stops become part of the system, Attachments A and B will be completed by the local partners and when/if approved by the Consortium become part of this agreement. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

IV. RESOURCE SHARING AGREEMENT MANAGEMENT

All local core partners, and other partners approved by the Consortium, will participate in the integrated management of the comprehensive one-stop center(s). This management team will be led by the designated one-stop center manager.

The one-stop center manager(s) will be responsible for informing the Consortium, or its designee, of changes in partners, services, hours of operation, resource sharing modifications, etc.

V. PERFORMANCE / ACCOUNTABILITY

Each partner agency is responsible for ensuring that its legislated programs, services, and activities are provided in accordance with its goals, objectives, and performance measures. Each partner agrees to work to support the achievement of the one-stop center and system's performance measures, goals, and objectives which includes applicable Workforce Investment Act (WIA) measures and those additional measures established by the Consortium and/or the local one-stop center's management team.

VI. MONITORING

The Consortium, the WIB/CCEO and/or their designated staff, and officials from the State/Federal entities have the right to monitor one-stop system and one-stop center activities to ensure that performance goals are being met; that appropriate procedures, controls, and records are maintained; and that any Memorandum(s) of Understanding (MOU) and Agreement(s) terms and conditions are being fulfilled.

The local center's performance and operations will be reviewed by the center's management team at least quarterly. The center manager will provide the Consortium with the results of the review. As appropriate, the review should address local performance and operations. The review should also be utilized to identify problems and make suggestions for improving the one-stop center and/or one-stop system. The Consortium will provide a summary of the review to the WIB/CCEO.

VII. REFERRAL/CONFIDENTIALITY ARRANGEMENTS

Referral arrangements will be in accordance with Attachment B of the MOU developed by and between the Consortium. Client information will be shared with other system partners, subject to the confidentiality references contained in that agreement.

Each party to this agreement shall use any private and confidential information provided or owned by other agencies and organizations solely for the purpose for which the information was disclosed. No party shall disclose or misuse any private or confidential information under this agreement unless the disclosure is authorized by law. The misuse or unauthorized release of private and confidential information shall subject the party, its employees, or agents to civil penalties and other applicable sanctions under state and federal law.

VIII. INDEMNIFICATION

The parties recognize that the partnership consists of various levels of government, non-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 the WIB/CCEO and Consortium have no responsibility and/or liability for any actions of the one-stop centers and system employees, agents, and/or assignees. Likewise, the parties have no responsibility and/or liability for any actions of the WIB/CCEO or Consortium.

IX. ASSURANCES

- A. This agreement will be interpreted under Georgia State Law or Federal Law as applicable.
- B. Each partner warrants that it will comply with all Federal, State and/or local laws and regulations that apply to this agreement.
- C. It is understood and agreed by the partners that employees receiving compensation for work performed under this agreement are employees of the partner agency that compensates, supervises, and provides benefits and other support for that employee.
- D. Functions or separateness mandated by state statute or public law will not be violated or abridged in the pursuit of co-location of center partners.
- E. Areas designated as common areas within the partnership facilities may be used by all partners. These areas will be maintained by the building owner or leaseholder in good condition and in compliance with the applicable provisions of the Americans with Disabilities Act, and the regulations issued thereunder.
- F. Local one-stop center partners will participate in developing a coordinated planning process. This process will assist the partners in identifying the needs of the local workforce and the business community and help set priorities for services based on those needs.
- G. Local one-stop center partners will participate in the development of the center's procedures, policies, business plan and/or operational agreement as applicable.
- H. Local one-stop center partners will participate in establishing processes for center/system client flow, assessment/case management, job development, referrals, placements, staff capacity building, space requirements, standards of operations, and resolution of disputes with other system partners in accordance with the Consortium MOU.
- I. Local one-stop center partners will participate in a process of center program review and continuous improvement to offer the best possible services and identify opportunities for further integration and coordination of services where appropriate.

- J. Partners will survey system customers to obtain feedback on customer satisfaction in order to assure that services are responsive to the needs of the local community.
- K. Self-service, electronic access, and personal service delivery choices will be part of the available one-stop center services.
- L. All partners agree to the participation of staff in one-stop center and/or system training based on time and staffing requirements.
- M. If applicable, the partners will utilize any common logo/names adopted by the Georgia WIB, the Northwest Georgia WIB/CCEO, and/or Consortium for press releases, brochures, printed material, reports, newsletters, etc. related to services under this agreement.

X. ATTACHMENTS

- A. Participating Partner Signatures
- B. Shared System Services and Benefit to Partners Worksheet

Attachment A

PARTICIPATING PARTNER SIGNATURES

_____ **Comprehensive One-Stop Center**

Coosa Valley Regional Development Center

Date

Name College

Date

Department of Labor

Date

Rehabilitation Services

Date

Family & Children Services

Date

Attachment B

Shared System Services and Benefit to Partners Worksheet