



Rogue Valley Workforce Consortium Meeting

Thursday, October 18, 2018 • 3:00-3:10 P.M. | 37 N. Central Ave. - Board Room • Medford

Video/Phone Conference access available <https://zoom.us/j/730489296>. Select your audio preference:

1) Use telephone + 1 (669) 900-6833; Access Code: 730 489 296 normal long distance charges will apply); 2)

Or, use computer microphone & speakers (headset is recommended to avoid reverb)

Agenda

Call to Order (1m)

Commissioner Dyer

- Welcome & Introductions

Approval of Minutes (1m) - **Action Item**

Commissioner Dyer

- August 10, 2018 – Rogue Valley Workforce Consortium Minutes

19-008 Intergovernmental Agreement with Employment Department For Confidential Information Sharing (3m) **Action Item**

Jim Fong

- Both Jackson and Josephine County Legal Counsels have agreed to the signing of this document. Action to be taken is to approve Commissioner Dyer signing the document as Chair of the Rogue Valley Workforce Consortium.

Other Business

Commissioner Dyer

Adjourn

Commissioner Dyer

Rogue Workforce Partnership - Corporate Directors Meeting

Thursday, October 18, 2018 • 3:10-5:00 P.M. | 37 N. Central Ave.- Board Room • Medford

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Agenda

Call to Order (1-2m)

Jessica Gomez

- Welcome & Introductions

Approval of Minutes (1-2m) - **Action Item**

Jessica

- August 10, 2018–RWP Corporate Directors Meeting

RWP Budget / Program Summary Document (20-25m)

- Debrief from September Rogue Workforce Partnership Workforce Board Meeting
- Prep work for budget & program reporting

Jim Fong
Sherri Emitte

Rogue Workforce Partnership Meetings for 2019 (20-25m)

- Schedule, Frequency, Length

Jim, Jessica & All

Rogue Workforce Partnership Staff (15-20m)

- Introductions & “Get to know you”

Jim, Jill & Heather

Rogue Workforce Partnership Membership - (20-25m)

- Recruitment, Attendance & Orientation
- Spreading & Growing Our Wealth


Jim, Heather & All

Other Items

Jessica

Adjourn

Jessica

= Documents attached in packet or will be handed out at meeting

Auxiliary aids and services are available upon request to individuals with disabilities. Please contact Tami Allison at (541) 842-2518.



Minutes

Rogue Valley Workforce Consortium



Friday August 10, 2018 ◆ 10:00 - 11:00 A.M.

Rogue Workforce Partnership Boardroom

100 E. Main St., Suite A ◆ Medford, Oregon

Consortium Members Present:

Commissioner Lily Morgan

Commissioner Rick Dyer

Quorum Present: Yes

Others Present:

Wally Hicks - Josephine County Legal Counsel

Joel Benton - Jackson County Legal Counsel

John Chamberlin – RWP Legal Counsel

Jim Fong, Executive Director - Rogue Workforce Partnership

Sherri Emitte, Chief Finance and Administrative Officer – Rogue Workforce Partnership *

Tami Allison, Senior Projects Manager – Rogue Workforce Partnership

*= via phone

1. Call to Order

The meeting was called to order by Chair, Commissioner Rick Dyer at 10:00 a.m.

2. 19-008 Intergovernmental Agreement with Employment Department for Confidential Information Sharing

Jim started the discussion by giving background information about the previous confidential information sharing agreements we have had with Oregon Employment Department (OED) since about 2007 or 2008. The concept is for OED to grant access to non-OED staff to access client records within their system. Historically, until this past year, the Executive Director of The Job Council and then the RWP signed off on this agreement. Most recently, OED received guidance from DOL that they were now requiring that the agreement be signed by the Chief Elected Official as configured under the Workforce Innovation and Opportunity Act (WIOA).

RWP's WIOA expert legal counsel, John Chamberlin, became involved and has been in several conversations with both OED management as well as other workforce boards in the state. John indicated that OED has a heightened sensitivity to releasing confidential information regarding Unemployment Insurance claimants and employees especially since their system has been breached in recent years. DOL has made an exception in a formal guidance letter allowing information to be released to local elected officials. The release is not explicit but appears could be to assist with support enforcement. That release allows the nine workforce boards in Oregon to access the

information. John stated that he has argued that the Executive Director of the workforce board's signature should be sufficient; however, his argument did not prevail. John also indicated that if we did decide not to sign, it would impact the services being delivered to the customers, as well as performance and the amount of time it takes staff to assist individuals in becoming employed. John reported that six of the nine workforce boards have already signed off with the last three mulling over the signature of the document.

John indicated that based on his conversations with OED management, and given the layers of protection regarding exposure to risk, and not knowing of an instance where a cash payment was ever been made for a breach in information - he feels confident that the counties are pretty strongly protected from any financial risk. Jim added that local management control for OED policy calls for termination of staff who violate the agreement and breach the system. For us as partner staff, this is not mandated. But the standard recourse from OED in instances of violation is to simply revoke the access privilege for the offending partner staff. We don't anticipate any other consequences other than this revocation.

There is also a clause in our current contract with ResCare that states that they will abide by the confidentiality requirements; however, Joel indicated that because ResCare is the one accessing the information, there needs to be a change in the wording of the agreement that specifies that ResCare holds the counties harmless in general.

The other concern that both counties voiced by Joel Benton is that the agreement currently identifies Commissioner Rick Dyer as the Jackson County Chief Elected Officer and should identify him as the Chair for the Rogue Valley Workforce Consortium who is signing as the Rogue Valley's Chief Elected Official. John shared that DOL is reluctant to make changes; however, he feels that they may be receptive to the changes that have to do with how our region is structured and the signing requirements of that structure. Jim indicated that that this verbiage change has been communicated to OED, and he's optimistic it will be incorporated.

The information that Joel Benton suggested for the Infrastructure & Additional Cost Funding Agreement is the correct language to be used for the confidentiality agreement as well. Joel went on to add that his concerns would be remedied if the signature line is revised to reflect how Commissioner Dyer is serving the Consortium and the indemnity agreement with ResCare is added to the contract. Sherri indicated that we have not signed a contract with ResCare yet for this program year and we can add that language when the contract is generated.

Wally Hicks, legal counsel for Josephine County indicated that he had no questions.

Commissioner Lily Morgan indicated that she wants to insure that this liability does not come back on the counties.

Next steps to be taken:

- Jackson and Josephine Counties will take before their full boards of county commissioners – both county legal counsels have requested that John Chamberlin dial into their public meeting.
- RWP will move forward on the indemnity with ResCare in the PY 18 contract.
- RWP will follow-up on the request that the state revise the signature line to reflect; Chair, Rogue Valley Workforce Consortium.
- The Rogue Valley Workforce Consortium will need to meet to approve Rick's signing as the chair.

3. Infrastructure & Additional Cost Funding Agreement

Jim first noted that this item should be an action item and was failed to be listed as such on the agenda.

Jim reported on the new requirement with WIOA to have all mandated partners agree to and be part of the Infrastructure & Additional Cost Funding Agreement (IFA). Jim stated that this has been an arduous process over the past eight to nine months. Under the current agreement, there is not a mandate for the Chief Local Elected Official to sign; however, Jim felt it was valuable for the other partners to see that the Chief Local Elected Official is in agreement and authorized this work with being done by the required WIOA partners.

Jim stated that he would be happy to give a more in-depth explanation for Commissioner Morgan's benefit. Commissioner Morgan indicated that she is fine with the amount of detail given; however, wants to ensure that we are seeing deliverables. Jim went on to expand by saying that this is part of the Memorandum of Understanding (MOU) and "puts teeth" into the agreement that partners engage, share costs and work together to make sure there is co-location or a technology-enhanced referral, coordinated services and value-added services, a human-centered customer experience, and documented positive results.

Jim went on to say that our region has one comprehensive One Stop Center in Grants Pass and two affiliate sites in Medford (Oakdale and Bartlett offices). The intention of these requirement under the new law is to create more seamless integrated services between federally-funded workforce programs, stronger and more substantive partnerships, leveraged services (reducing duplication) and better outcomes for our common job-seeking customers, as well as the businesses we serve.

This IFA shares costs between colocated partners and identifies an agreement to continue working together to arrive figure out cost sharing for non-colocated partners December 2018. Jim also explained that the three "anchor tenants" at our WorkSource Rogue Valley centers are OED, Department of Human Services, and the WIOA Title IB training service funds directly administered by RWP. Vocational Rehabilitation outstations a staff intermittently in Grants Pass. Other non-colocated partners include: Easter Seals, Housing Authority of Jackson County, Commission for the Blind, Job Corp, and RCC Title II Adult Basic Education. These partners will also be required to cost share.

In answer to the question whether the state funding mechanism <https://www.law.cornell.edu/cfr/text/20/678.730> is better or worse for the partners, or are we just adding a layer of bureaucracy? John stated that it will take a couple of years to sort out if there is a benefit. John stated that he feels it would disrupt our partnership and services to have less money coming into our counties if it reverts to the state funding mechanism. John added that "we can get more people employed if we work together."

COMMISSIONER MORGAN MOVED TO APPROVE THE INFRASTRUCTURE & ADDITIONAL COST FUNDING AGREEMENT. THE MOTION WAS SECONDED BY COMMISSIONER DYER AND WAS APPROVED UNANIMOUSLY.

OTHER BUSINESS

No other business was brought before the Rogue Valley Workforce Consortium.

4. ADJOURN

With no further business, the meeting was adjourned at 10:45 a.m.

Respectfully Submitted,

RVWC Minutes
August 10, 2018
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Tami Allison
Senior Projects Manager

Approved	Date
Commissioner Dan DeYoung, Chair RVWC	



AGREEMENT NUMBER 19-008

INTERGOVERNMENTAL AGREEMENT FOR CONFIDENTIAL INFORMATION SHARING LEVEL 3

This Confidential Sharing Agreement (“Agreement”), effective as of the last date of the last signature signed hereto (the “Effective Date”), is entered into by the State of Oregon, acting by and through its Employment Department (the “Agency”), the Rogue Workforce Partnership, an Oregon non-profit corporation acting as the Local Workforce Development Board (the “Local WDB”) for Jackson and Josephine Counties (the “Local Area”), and Rick Dyer, in his capacity as the Chair of the Rogue Valley Workforce Consortium, the Chief Elected Official (CEO) for the Local Area, all individually without distinction a “Party,” and collectively as the “Parties.”

SECTION 1: AUTHORITY

This Agreement is authorized by 20 CFR § 603.5(e), ORS 657.665(4)(d), ORS 190.110 and Administrative Policy, allowing disclosure of confidential information to partners under the federal Workforce Investment Opportunity Act of 2014 for the purpose of administering state workforce programs under the Act. The information disclosed is confidential and may not be used for any other purpose.

Regulations at 20 CFR 603.10(a)(2) permit an agent of a public official to receive confidential information. For disclosures referred to in 20 CFR 603.5(f) (to an agent of a public official), the Agency must enter into a written, enforceable agreement with the public official responsible for ensuring that the agent or contractor complies with the safeguards of 20 CFR 603.9 including unauthorized access, redisclosure or unauthorized disclosure. This Agreement is terminable if the Agency determines that the safeguards in the Agreement are not adhered to.

SECTION 2: PURPOSE

- 2.1 This Agreement is to allow access to and exchange of confidential information and data between Agency and all other parties for the purpose of operating a statewide, integrated workforce system.
- 2.2 This Agreement pertains to two primary data systems used by the Integrated Workforce System partners:
 - 2.2.2 WorkSource Oregon Management Information System (“WOMIS”) – The system is maintained by Agency and the Local WDB and Workforce Development (“CCWD”) on behalf of all system partners.
 - 2.2.3 iMatchSkills - Contains job seeker and employer data. The data is owned by Agency

and maintained on behalf of all system partners.

- 2.3** Information secured and maintained solely by one party for programs not included in the WorkSource Oregon brand, are specifically excluded from this Agreement.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement shall become effective on the date this Agreement has been fully executed. This Agreement will remain in effect until canceled or terminated earlier in accordance with the termination provisions of this Agreement.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency Agreement Administrator/Authorized Representative is:

Adalberto Rubio or designee
875 Union Street NE
Salem, OR 97311
Telephone: 503-507-6964
Email address: adalberto.rubio@oregon.gov

4.2 Local Government's Agreement Administrator/Authorized Representative is:

Chief Elected Official
Rick Dyer, Commissioner
Jackson County Courthouse
10 South Oakdale Ave., Room 214
Medford, OR 97501
Telephone: 541-774-6118
Email address: DyerRR@jacksoncounty.org

4.3 Local WDB's Agreement Administrator/Authorized Representative is:

James Fong, Executive Director
100 East Main St., Suite A
Medford, OR 97501
Telephone: 541-842-2515
Email address: jimf@rogueworkforce.org

4.4 Local Agency Area Manager:

Sherri L. Stratton
119 N. Oakdale Avenue
Medford, OR 97501
Telephone: 541-776-6294
Email address: Sherri.L.Stratton@oregon.gov

4.5 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local WDB shall:

- 5.1.1 Only request authorization and access to Agency's network and data by its employees who have a need to know, business use need.
- 5.1.2 Upon request, provide to Agency its Resource Access Control Facility Identification Numbers (RACF IDs) that are to be mapped to an Agency General Resource Profile in order for access to be setup.
- 5.1.3 Audit accounts created within this Agreement every 6 months for use. Accounts with no activity over a 60 day period shall be revoked and require a request to be reset. Accounts with no use during a 6 month period shall be revoked and terminated.
- 5.1.4 Have access to client information that is in WOMIS and iMatchSKills; specifically name, address, social security number, whether they are an unemployment insurance claimant, last employer disclosed, disability status or any other information necessary to:
 - 5.1.4.1 Determine both Workforce Investment Opportunity Act Title 1B and Wagner-Peyer eligibility for services, provide effective services;
 - 5.1.4.2 Meet federal reporting requirements for registered and enrolled customers; and
 - 5.1.4.3 Provide integrated WorkSource Oregon services to business and job seekers including determining eligibility for services, registration, welcome process, job getting, skill development, business services and performance reporting.
- 5.1.5 Only release or share job seeker customer's information upon receiving informed consent authorizing that the information may be shared or disclosed, and notice is provided that a consent or authorization is on file or secured electronically within the workforce system, as required under the federal Privacy Act and OAR 471-010-0115. The collected information may be released or shared through electronic access, fax, electronic mail, in writing and verbally (20 CFR 603.10(b)(iii)).
- 5.1.6 Ensure shared information and data is to provide the highest level of customer service and system coordination to both the job seeker and business customers;
- 5.1.7 Administer, control and monitor access and use of the records obtained under this Agreement to ensure that the confidential nature of the information is preserved;
- 5.1.8 Ensure that the following safeguards are implemented and maintained throughout the term of this Agreement:
 - 5.1.8.1 Appoint a management employee to supervise access and maintain training of its

staff;

5.1.8.2 Develop procedures that:

- i. Ensure only its employees with a need to know have access to confidential records and only as needed;
- ii. Ensure that confidential records, either in electronic format or reduced to readable media, are retained and stored in a physically secured location to prevent access by unauthorized persons; (20 CFR 603.9(b));

5.1.8.3 Prohibit duplication and re-disclosure of confidential records, including specifically that such confidential records will not be disclosed to any private entity such as a credit reporting bureau or collection agency. Information shall not be re-disclosed except by the Parties of this Agreement to the customer or employer who is the subject the information (20 CFR 603.9(c)):

- i. Any request for re-disclosure of Party information referenced in this Agreement shall be forwarded to that Party for disposition.
- ii. The Agency retains the legal authority to disclose Unemployment Information to persons or entities that are not the customer or employee who is the subject of information as otherwise permitted by law (20 CFR 603.9(c)(i) and ORS 657.665).
- iii. Ensure timely destruction of confidential records, either in electronic format or reduced to readable media, after their intended use.

5.1.9 Provide training in confidentiality procedures to its employees authorized to view confidential records being disclosed under this Agreement;

5.1.10 Ensure its employees with access to this information have been instructed about confidentiality requirements and sanctions for unauthorized disclosure and will adhere to State (ORS 657.665 (7)) and Federal (20 CFR 603.9(b)) requirements and procedures. (See also Attachment 3);

5.1.11 Report any violation of this Agreement immediately and in full to the Agency Agreement Administrator; and

5.1.12 Ensure that confidential data received from Agency under the terms of this Agreement are not transferred to or stored on laptop computers or portable storage devices such as USB keys and external hard drives.

5.1.13 Shall complete an Annual Implementation Audit Certification form (Attachment 1) to be completed and submitted to the Agency upon request and on or before January 15th of each year the Agreement is in force and effect per Section 29.

5.1.14 Contact Agency's Agreement Administrator for the following:

5.1.14.1 When a new network user account is needed. New network user accounts require First name, M.I. (middle initial) and Last name.

- i. Local WDB's Agreement Administrator shall submit a request to Agency's Agreement Administrator requesting authentication and required access rights to the specific Agency network application.

5.1.14.2 When a new RACF ID account is needed. New RACF ID accounts require First name, M.I. and Last name.

- i. To access Agency mainframe data, transaction IDs or screens controlled by Agency's Lightweight Directory Access Protocol (LDAP) or RACF, there is a requirement for users to have a "HEXxxxx" ID assigned in order to properly connect. The Local WDB's Agreement Administrator shall submit a request to Agency's Agreement Administrator requesting authentication and required access rights to the specific Agency mainframe data. Local WDB may alternatively require its own RACF group, containing Local WDB RACF IDs, to be mapped to an Agency general resource profile. These accounts are used to authenticate a user.

5.1.14.3 When a network account needs a password reset because of account lockout. Agency's Agreement Administrator shall submit a request to OED_HELPDESK@oregon.gov with the network user account and full user name. Request from individual users will be forwarded to the Local WDB Agreement Administrator for validation.

5.1.14.4 When a RACF ID account needs a password reset because of account lockout. Local WDB's Agreement Administrator shall submit a request to OED_RACF_EMPLOYMENT @oregon.gov with the RACF ID and full user name. Requests from individual users will be forwarded to Local WDB's Agreement Administrator for validation.

5.1.14.5 When a network or RACF ID account is no longer needed:

- i. Local WDB's Agreement Administrator shall promptly submit a user deletion request to OED_RACF_EMPLOYMENT @oregon.gov when a user's access to Agency's network or data is no longer needed.
- ii. Agency RACF administrators will submit to Local WDB a list of active accounts at least every 6 months or upon request from Local WDB. Local WDB shall verify and validate the list of current accounts against actual users. Local WDB shall report back to the Agency RACF administrator immediately upon identification, any active accounts that need to be removed.

5.2 Agency shall:

- 5.2.1 Share confidential records in the Agency's data systems, subject to the terms and conditions of this Agreement, provided however, Agency expressly reserves the right, without notice, to deny access to any portion of such information as Agency, in its sole discretions, deems necessary or prudent;
- 5.2.2 Section 1137 of the Social Security Act requires certain Federally-funded, State-administered public assistance programs to establish procedures for obtaining, using and verifying information relevant to determinations as to eligibility and the amount of assistance. The Agency must maintain information, as enumerated in § 435.960, to exchange for the purpose of enabling any agency or program referenced in § 435.945(b) to verify income, eligibility of, and the amount of assistance for its applicants and recipients; and
- 5.2.3 Provide access to Local WDB similar to Agency's Workforce Operations user profiles.

SECTION 6: COMPENSATION AND PAYMENT TERMS

No consideration for expenses incurred by any Party for the operation and maintenance of the systems described in Section 2, including costs of accessing data and information, shall be included in this Agreement.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local WDB represents and warrants to Agency that:

- 7.1 The Local WDB is duly organized and validly existing. Local WDB has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by Local WDB of this Agreement (a) have been duly authorized by Local WDB; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local WDB charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local WDB is party or by which Local WDB may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local WDB of this Agreement, other than those that have already been obtained; and
- 7.3 This Agreement has been duly executed and delivered by the Local WDB and constitutes a legal, valid and binding obligation of Local WDB enforceable in accordance with its terms.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local WDB.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local WDB that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL WDB, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: CONTRIBUTION

9.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9 with respect to the Third Party Claim.

9.2 With respect to a Third Party Claim for which Agency is jointly liable with Local WDB (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local WDB in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local WDB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local WDB on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any

instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

9.3 Notwithstanding the foregoing, Local WDB shall have control of the defense and settlement of any Third Party Claim described in this section 9. However, neither Local WDB nor any attorney engaged by Local WDB shall defend the Third Party Claim in the name of the State of Oregon or any Agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Local WDB settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Local WDB is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interest's or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

9.4 With respect to a Third Party Claim for which Local WDB is jointly liable with Agency (or would be if joined in the Third Party Claim), Local WDB shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local WDB on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local WDB on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local WDB contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 10: LOCAL WDB DEFAULT

Local WDB will be in default under this Agreement upon the occurrence of any of the following events:

10.1 Local WDB fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

10.2 Any representation, warranty or statement made by Local WDB in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local WDB is untrue in any material respect when made;

10.3 Local WDB (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e)

commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

10.4 A proceeding or case is commenced, without the application or consent of Local WDB, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local WDB, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local WDB or of all or any substantial part of its assets, or (c) similar relief in respect to Local WDB under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local WDB is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 11: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 12: REMEDIES

12.1 In the event CEO or Local WDB is in default under Section 10, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 14, (b) requiring Local WDB to perform, at Local WDB expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, or (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

12.2 In the event Agency is in default under Section 11 and whether or not CEO or Local WDB elects to exercise its right to terminate this Agreement under Section 14.3, or in the event Agency terminates this Agreement under Section 14.2, in no event will Agency be liable to Local WDB for any expenses related to termination of this Agreement or for anticipated profits.

SECTION 13: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 14: TERMINATION

14.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

14.2 Agency may terminate this Agreement as follows:

14.2.1 Upon 30 days advance written notice to Local WDBs;

14.2.2 Immediately upon written notice to Local WDB, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

14.2.3 Immediately upon written notice to Local WDBs, if Local WDB is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local WDB;

14.2.4 Immediately upon written notice to Local WDB, if Local WDB, or any of its officers, employees, discloses or uses the information provided pursuant to this Agreement in any way other than as provided in this Agreement or if any such use or disclosure violates any applicable state or federal laws;

14.2.5 Immediately upon written notice to Local WDB, if Local WDB materially breaches a covenant, warranty or obligation under this Agreement, or fails to perform its duties within the time specified in this Agreement or any extension of that time, or so fails to pursue its duties as to endanger Agency's performance under this Agreement in accordance with its terms, and such breach or failure is not cured within 20 days after delivery of the Agency's notice to of such breach or failure, or within such longer period of cure as the Agency may specify in such notice. In the event of a breach by Local WDB, further disclosure of information from Agency to Local WDB immediately shall cease until Agency is satisfied that the breach has been cured and there will be no further breach; or

14.2.6 As otherwise expressly provided in this Agreement.

14.3 Local WDB may terminate this Agreement as follows:

14.3.1 Immediately upon written notice to Agency, if Local WDB fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local WDB reasonable administrative discretion, to perform its obligations under this Agreement;

14.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local WDB performance under this Agreement is prohibited or Local WDB is prohibited from paying for such performance from the planned funding source;

14.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

14.3.4 As otherwise expressly provided in this Agreement.

14.4 Notwithstanding Section 27 of this Agreement, upon expiration or termination of this Agreement, Local WDB shall surrender to Agency all information obtained from Agency (and any copies thereof) which has not previously been returned to Agency.

SECTION 15: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 16: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 17: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 13, 15 and 17 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 18: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 19: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 20: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 21: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that CEO and Local WDB are not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 22: INTENDED BENEFICIARIES

Agency, CEO, Local WDB and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 23: FORCE MAJEURE

None of the Parties are responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local WDB after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 24: ASSIGNMENT AND SUCCESSORS IN INTEREST

CEO and Local WDB may not assign or transfer their interest in this Agreement without the prior written consent of Agency and any attempt by Local WDB to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local WDB assignment or transfer of its interest in this Agreement will not relieve Local WDB of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 25: SUBCONTRACTS

Local WDB shall not enter into any subcontracts for any of the work required of Local WDB under this Agreement.

SECTION 26: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 27: RECORDS MAINTENANCE AND ACCESS

CEO and Local WDB shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local WDB shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local WDB, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local WDB performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local WDB, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local WDB acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local WDB shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local WDB shall maintain Records in accordance with the records retention schedules set forth in OAR chapter 166.

SECTION 28: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 29: AUDIT REQUIREMENT

29.1 CEO and Local WDB shall complete and submit electronically to Agency at OED_AUDIT_CERT@oregon.gov a Confidential Information and Data Sharing Annual Implementation Audit report (Attachment 1) upon request of Agency, and annually on or before January 15th of each year. The e-mail must contain this Agreement number in the subject line. Pursuant to OAR 471-010-0125, all written agreements with entities other than “Hosted Workers” that have access to Agency information shall stipulate that, no less than once a year, the entity shall conduct an audit of the processes by which the entity implements the agreements(s). The audits shall include, but are not limited to:

- 29.1.1 How is access to Agency information granted;
- 29.1.2 How is access to Agency information controlled;
- 29.1.3 Why access to Agency information is granted, based on OAR 471-010-0105 and ORS 657.665;
- 29.1.4 Who is accessing Agency information;
- 29.1.5 What specific program(s) within the entity need access to Agency information;
- 29.1.6 Which specific positions within the program(s) need access to Agency information;
- 29.1.7 What specific Agency information is needed;
- 29.1.8 Agency shall have final authority to determine whether CEO and Local WDB are in compliance with the procedures in OAR 471-010-0125(1).

SECTION 30: ON-SITE INSPECTIONS

Pursuant to 20 CFR § 603.10(b)(1)(vi), Agency may conduct on-site inspections of any areas of CEO and Local WDB where confidential Agency information is used or stored, on a schedule to be determined by Agency, to assure that the requirements of 20 CFR Part 603 and ORS 657.665 are being met.

SECTION 31: FEDERAL PRIVACY ACT

31.1 In order for a government agency to obtain or use an individual’s Social Security Number for a particular purpose, the Privacy Act of 1974 (5 U.S.C. 552a) requires the government agency to establish its authority to request that the individual disclose his or her Social Security Number, and to inform the individual whether that disclosure is mandatory or voluntary, by what statutory or other authority the number is solicited, and what uses will be made of it.

31.2 CEO and Local WDB expressly warrants to Agency that any Social Security Numbers to be provided by Agency to Local WDB pursuant to this Agreement have been obtained in compliance with the Federal Privacy Act and the intended use of such numbers for the purpose described in this Agreement has been adequately disclosed to the individuals who provided the numbers.

SECTION 32: PROTECTION OF CONFIDENTIALITY

32.1 Pursuant to 20 CFR Part 603, CEO and Local WDB expressly warrant to Agency that the information disclosed by Agency to CEO and Local WDB under this Agreement shall be used only to the extent necessary for the performance of official duties of CEO and Local WDB and shall be disclosed only for the purposes defined in this Agreement and shall not be used for any purposes not specifically authorized in this Agreement.

32.2 CEO's and Local WDB's Authorized Representatives and all staff having access to Agency information under this Agreement shall read, sign and submit to Agency's Authorized Representative an Agency Information Security Policy Acknowledgement Form (Attachment 2) and a Commitment to Confidentiality Agreement (Attachment 3) prior to Agreement execution. CEO and Local WDB shall require any staff provided access to Agency information under this Agreement after Agreement execution to do the same prior to that staff receiving access to any confidential information.

32.3 CEO assumes responsibility for any misuse or inappropriate disclosure of the information provided by Agency pursuant this Agreement.

32.4 CEO and Local WDB shall store the information disclosed by Agency to Local WDB in a place physically secure from access by unauthorized persons. If information disclosed by Agency is maintained in electronic format, such as magnetic tapes or discs, Local WDB shall store that information in such a way that unauthorized persons cannot obtain the information by any means. If information disclosed by Agency is stored in computer systems, Local WDB shall undertake precautions to ensure that only authorized personnel are given access to that information.

32.5 CEO and Local WDB shall not re-disclose the information disclosed by Agency to under this agreement.

SECTION 33: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Executive Director of Rogue Workforce Partnership

By:

Authorized Signature	Title	Date
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Printed Name

Chair of the Rogue Valley Workforce Consortium

By:

Authorized Signature	Title	Date
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Printed Name

State of Oregon, acting by and through its Employment Department

By:

Authorized Signature	Title	Date
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Printed Name

ATTACHMENT 1

**CONFIDENTIAL INFORMATION AND DATA SHARING
ANNUAL IMPLEMENTATION AUDIT CERTIFICATION**

Agreement Number:	
Designated Workforce Partner Name:	
Designated Workforce Partner's Authorized Representative:	
Today's Date:	

Pursuant to OAR 471-010-0125, all written agreements with entities other than "Hosted Workers" that have access to Oregon Employment Department (OED) information shall stipulate that, no less than once a year, the entity shall conduct an audit of the processes by which the entity implements the agreement(s). The audits shall include, but are not limited to:	Included in Audit (please initial)
7. How is access to OED information granted?	
8. How is access to OED information controlled?	
9. Why access to OED information is granted, based on OAR 471-010-0105 and ORS 657-665?	
10. Who (within your agency) is authorized to grant and revoke access to OED information?	
11. What specific programs within the agency need access to OED information?	
12. Which specific positions within the programs need access to OED information?	
13. What specific OED information is needed?	
14. Whether access to OED information is granted to contractors. If yes: a. Who is the contractor? b. Why is the contractor being granted access?	Not Applicable
15. What "informed consent" if any, the agency uses when gathering information from its customers?	

By signing below, I attest that the audit required by OAR 471-101-0125 has been completed including each of the applicable subsections above.

Signature: _____ Date: _____

This signed audit form shall be sent to OED at OED_AUDIT_CERT@oregon.gov pursuant to Section 29.

ATTACHMENT 2

OREGON EMPLOYMENT DEPARTMENT INFORMATION SECURITY POLICY ACKNOWLEDGEMENT FORM



w w w . w o r k i n g i n o r e g o n . o r g

Oregon Employment Department Information Security Policy Acknowledgment Form

The Oregon Employment Department (OED) routinely updates security controls and measures to be certain that information assets are protected; ensuring confidentiality, integrity, and availability. As part of this on-going effort, security policies are reviewed annually, updated, and implemented.

OED's Information Security IRM 7 (2) policy and policy procedures define users of agency information resources expectations for behavior and activities as it pertains to such information resources. By signing this agreement I acknowledge that I have received a copy of OED's Information Security Policy IRM 7 (2) and the relevant policy procedures. I certify that I have read and understood that as an employee I am granted access to agency information resources to perform job functions and if I have any questions regarding use, I will discuss them with my supervisor; or as a non-employee may have access to information resources to perform contractual agreement responsibilities and if I have questions I will discuss them with my OED Manager Contact.

I understand this signed agreement will be placed in my Personnel file (or Managers' file if a Volunteer, Contractor, Vendor, Consultant or Partner). I further understand any violation of these policies can result in limitation, suspension, or revocation of access to agency information assets and can lead to other disciplinary action up to and including dismissal from State service, termination of contract, or monetary damages (maximum fine allowed by law). Knowingly violating portions of this policy may also constitute "computer crime" under ORS 164.377.

Employee / Worker Signature

Printed Employee / Worker Name

Date

Non-employee Signature
(if non-OED employee)

Printed Name

Date

Manager/Manager Contact Signature

Printed Manager Name


Date

*The OED Information Security IRM 7 (2) policy is available at:
http://xpedio3.emp.state.or.us/stellent/groups/policydocs/documents/policy/securitypolicy_20090220.pdf

Rev: 10/21/2010

ATTACHMENT 3

COMMITMENT TO CONFIDENTIALITY AGREEMENT

Oregon Employment Department Commitment to Confidentiality – Level 3 (Full Access)		
FEDERAL LAW		
<p>The U.S. Department of Labor holds that under Sections 303(a)(1) and 303(a)(8) of the Social Security Act, information collected and maintained for the administration of the unemployment compensation program is confidential and, with certain exceptions, not subject to disclosure. This confidentiality requirement pertains to information required from individuals and employers or employing units for the purposes of administration of the state's unemployment compensation laws. This includes, among other items, the customer's name, address, social security number, earnings/wages, and employer BIN number.</p>		
STATE LAW		
<p>Oregon Revised Statute 657.665 provides "all information in the records of the Employment Department pertaining to the administration for the unemployment insurance, employment service and labor market information programs is confidential and for the exclusive use and information of the Director of the Employment Department in administering the programs which the agency oversees except as otherwise provided in ORS 657.665." ORS 657.665 also specifies certain circumstances under which confidential information may be shared with specified entities for specified purposes.</p>		
DEPARTMENT RULES (OARs)		
<p>OAR 471-010-0080 through 0125 provide additional authority and direction regarding access to, use, and disclosure of customer information provided to the Oregon Employment Department. The administrative rules detail the allowances for sharing customer information with partners in the one-stop system, law enforcement officials, agents, legislators, and attorneys. The rules also provide the sanctions for unauthorized disclosure, the need for interagency agreements to share the information, and a description of additional concepts discussed in both rule and statute.</p>		
UNDER PENALTY OF DISQUALIFICATION		
<p>ORS 657.665(6) Any person or any officer or employee of an entity to whom information is disclosed by the Employment Department under this section who divulges or uses the information for any purpose other than that specified in the provision of law or agreement authorizing the use or disclosure may be disqualified from performing any service under contract or disqualified from holding any appointment or employment with the state agency that engaged or employed that person, officer or employee. The Employment Department may immediately cancel or modify any information sharing agreement with an entity when a person or an officer or employee of that entity discloses confidential information, other than as specified in law or agreement.</p>		
UNDERLYING GUIDELINES		
<ol style="list-style-type: none"> 1. You may have access to records only as necessary to do your job. DO NOT discuss identifying information from our records with coworkers unless you or they must do so in order to do your job. 2. Once accessed, the information may only be used for the purposes for which this confidential information sharing was approved. 3. Unless you have been given authority to discuss or disclose confidential information, refer to your supervisor all contacts that could result in disclosure. 4. Any unauthorized use constitutes a breach of confidentiality and is not within the scope of duties of any officer, agent, or employee. Unauthorized publication of the information is absolutely prohibited. Such unauthorized use is to be reported immediately to your supervisor. The supervisor will immediately call the OED help desk and ask to speak the security manager or the security incident responder on duty. The supervisor will then report the details to the security personnel. <p>I understand that all information and data contained in OED records is confidential and not for release except under certain defined circumstances. I also understand that, as a non-OED employee, if I access or disclose any information not authorized by law, rule or policy, action up to and including revocation of access to agency information assets and termination of contract will be taken, which may also include monetary damages (maximum fine allowed by law).</p> <p>Should I have questions, in the future; regarding the confidentiality of OED records I will refer and discuss them with the OED Manager contact prior to releasing the information.</p>		
Signature:	Printed Name:	Date:
Organization:	Location:	
Manager Signature:	Printed Manager Name:	Date:



MINUTES

JOINT MEETING OF THE ROGUE VALLEY WORKFORCE CONSORTIUM & ROGUE WORKFORCE PARTNERSHIP • CORPORATE DIRECTORS

AUGUST 10, 2018 ♦ 100 E. Main St., Suite A - Board Room ♦ Medford, OR

MEMBERS PRESENT

Commissioner Rick Dyer
Commissioner Lily Morgan
Jessica Gomez, Chair
Mike Donnelly, Vice-Chair
John Underwood
Shawn Hogan (via phone)

MEMBERS ABSENT

Nikki Jones
Paul Macuga

OTHERS PRESENT

Jim Fong, Executive Director, Rogue Workforce Partnership
Sherri Emitte, Chief Finance and Administration Officer, Rogue Workforce Partnership (via phone)
Tami Allison, Senior Project Manager, Rogue Workforce Partnership

Quorum Present: Yes

1) Call to Order

Both meetings were called to order by Chair of the RVWC, Commissioner Rick Dyer, and Vice-Chair of the RWP Corporate Directors, Mike Donnelly at 11:07 A.M.

Commissioner Lily Morgan shared about her background and her passion and commonalities around community workforce. Commissioner Morgan stated that she has high expectations of outcomes and that the work we are doing is meaningful.

Additions to the Agenda include:

- SOREDI Coordination
- Rogue Workforce Partnership Workforce Board Agenda for September
- Governor’s Office Industry Meetings
- Truck Driving / Freight & Logistics Sector

2) Approval of Minutes

COMMISSIONER DYER MOVED TO APPROVE THE MINUTES OF THE MAY 17, 2018 RWP CORPORATE DIRECTOR’S MEETING. THE MOTION WAS SECONDED BY MIKE DONNELLY. WITH COMMISSIONER MORGAN ABSTAINING FROM THE VOTE, THE MOTION WAS APPROVED.

3) Endowment Fund

Sherri Emitte reported that she had hoped Jennifer Davis from SkyOak would be in attendance; however, she was called away at the last minute. Sherri summarized and asked John and Mike to share their thoughts as well.

Sherri stated that the RFP was sent to 11 companies with three companies being interviewed. The group was very impressed, and all agreed with SkyOak Wealth Management as the obvious choice. Sherri went on to report that SkyOak has proprietary software management – a different way of looking at investments – used for investing. “The market is different than it used to be and SkyOak has a different way of looking at things that are more lucrative, as well as their management fee of .7% being lower than anyone else,” Sherri stated. John indicated that what “clinched” it for him was SkyOak’s commitment to engaging with the community in a meaningful way. “They want to grow deep and wide in this community plus their investment strategies are very sound”, John stated. Mike added that while all three companies were qualified, he feels confident that any one of the three could do the job; however, SkyOak was the best of the three. Commissioner Dyer added that he will abstain from the vote; however, feels “SkyOak is a great company”.

A newly updated RWP Endowment Fund’s investment policy was shared with the group. This was needed to include roles, responsibilities, expectations, etc. Sherri asked the group if they had any questions. No questions were posed; however, John commented that the investment objectives are reasonable, realistic, and smart.

After some discussion it was agreed that of the total \$462,000; \$450,000 would be invested leaving \$12,000 in a money market account for cash flow purposes.

Next Steps:

- Sherri will send out additional information to the investment committee.
- Sherri will give the board regular reports on both the investment as well as the money market fund.

Approval of Investment Advisor

JOHN UNDERWOOD MOVED TO APPROVE THE SELECTION OF SKYOAK WEALTH MANAGEMENT AS THE INVESTMENT ADVISOR FOR THE RWP ENDOWMENT FUND. THE MOTION WAS SECONDED BY MIKE DONNELLY. WITH COMMISSIONER DYER AND COMMISSIONER MORGAN ABSTAINING FROM THE VOTE, THE MOTION WAS APPROVED.

Approval of Endowment Fund Investment Policy Statement

MIKE DONNELLY MOVED TO APPROVE THE ENDOWMENT FUND INVESTMENT POLICY STATEMENT. THE MOTION WAS SECONDED BY COMMISSIONER RICK DYER AND APPROVED UNANIMOUSLY.

Approval to Invest Funds

MIKE DONNELLY MOVED TO APPROVE THE INVESTMENT OF \$450,000 WITH SKYOAK WEALTH MANAGEMENT AND FOLLOW THE PLAN AS DOCUMENTED IN THE INVESTMENT PLAN DATED JULY 13, 2018. THE MOTION WAS SECONDED BY COMMISSIOSNER RICK DYER AND APPROVED UNANIMOUSLY.

4) Rogue Workforce Partnership Budget

Jim explained that there will be two different motions at the end of the discussion for this topic:

- The first motion will be for the RVWC to approve the RWP PY 18 Budget.
- The second motion will be for the RWP Corporate Directors to approve the RWP PY 18 Budget.

Mike inquired as to the progress that has been made with the State in the timeliness of the local areas receiving their grants. Jim indicated that HECC has just received the authority to hire some new positions and hopes to get the contract deployment to the local areas up to speed in the near future. Sherri added that part of the issue is that DOJ is having to approve the contracts and they are first in/first out without consideration of content. Jessica indicated that Business Oregon is having the same delay with DOJ.

John asked about Title 1B Adult being very targeted to WIOA Adult use. John asked if we felt it was important to fund a position with RWP, where would where would we get those funds? Could it come from WIOA IB or would it need to come from other non-federal sources? The answer: it would depend on what the position would be doing. All of the work RWP currently does falls within the scope of what Local Workforce Boards are called upon to do under WIOA. If there's a body of work that falls outside this scope, it would require non-federal funding.

As the group started to review the budget, Jim indicated that the budget will show a high altitude view, and a deeper dive may be warranted with a smaller group if necessary.

The group discussed restrictions of WIOA, as well as other funds. Jessica suggested that we might want to consider a more aggressive strategy around the use of the endowment funds to help build capacity and to create more momentum around those things we want to invest in.

The question was posed as to whether loans could be made against the endowment fund? Sherri indicated that it is something that we could check into.

Jim suggested carving out a Corporate Director's meeting - possibly a half-day session- as a business strategy meeting to talk about the types of things we want to invest in. Jessica added that it could help us adjust to the changing economy as we see things changing and evolving we could adapt a little ahead of the curve.

Sherri reviewed the budget documents with the group.

Revenue

WIOA Fund	PY18 Allocation	PY17 Carry-Fwd	Supplemental Funds	TOTALS
Adult	\$ 954,219	\$ 515,000	\$ (659,549)	\$ 809,670
Dislocated Worker	\$ 749,871	\$ 317,000	\$ 659,549	\$1,726,420
Youth	\$ 990,625	\$ 126,080	\$ 165,000	\$1,281,705
Total	\$2,694,715	\$ 958,080	\$ 165,000	\$3,817,795

Other Income

There is a net increase of \$173,164 in other income. Details can be found in the budget brief dated July 13, 2018.

Expenditures

- Personnel costs are down by \$1479 compared to the previous year due to a decrease in salaries and not filling a vacant position; however, health insurance and other benefits have increased.
- Contracted workforce services, representing amounts to be paid to sub-contractors ResCare and College Dreams, has an overall increase of \$116,082 which is directly attributable to the increase in available WIOA funding.
- Both the RWP and One Stop Operating expenses reflect a minimal increase at 4.6% and 1.8% respectively.
- There is \$682,965 budgeted as funds to be carried forward into the following year. Sherri indicated that there is not a common percentage that we identify to hold back or carry into the following year, and that it varies from year to year based on other funding. "Carry in goes into revenues and carry out goes into expenditures", Sherri clarified for the group; however, it is not really an expenditure but a way to balance out the revenues.

Some discussion took place regarding historical programs and the benefit those programs provided as well as the differences it made in the lives of youth. Commissioner Morgan mentioned Hearts with a Mission that recently opened an office in Grants Pass and wondered if it would be possible to partner with an agency such as this? Jessica stated she feels it is important where we put our resources and what is most effective. Jim added that he has also been in recent meetings with Youth for Christ and Maslow Project as well as growing our links in the community.

Jim noted that our youth services contract will be up for procurement again this next year and is important to look at what we are doing to target those kids who are aging out of Foster Care.

John indicated that we should be able to spend 75% on in school and 25% on out of school as opposed to the opposite allowed by law, and that it would be interesting to do a parallel study. Jim responded that we have done a lot of investment in K-12 and are getting upstream on this issue.

BUDGET APPROVAL BY RVWC – COMMISSIONER MORGAN MADE MOTION TO APPROVE THE RWP PY 18 BUDGET. THE MOTION WAS SECONDED BY COMMISSIONER DYER AND APPROVED UNANIMOUSLY.

BUDGET APPROVAL BY RWP CORPORATE DIRECTORS – COMMISSIONER DYER MOVED TO APPROVE THE RWP PY 18 BUDGET. THE MOTION WAS SECONDED BY JOHN UNDERWOOD AND APPROVED UNANIMOUSLY.

Next Steps:

- Staff will bring the RWP PY 18 budget to the next Workforce Board meeting in September for affirmation.

5) Facilities Update

Jim and Sherri shared with the group that SOREDI gave their notice that they would be moving out of our shared facility as they received a free rent for 2 years from People’s Bank. After looking into colocated with other partners in our current facility, as well as looking at different configuration scenarios, it was decided that we needed to reduce our footprint. A request for information was sent out and we narrowed our selection down to the Woolworth building on Central Avenue in Medford - the previous home of Zeal. The rent is quite a bit lower, with savings of approximately \$3,000 per month; however it will take some funds to do improvements, moving costs, etc. But it’s estimated that we will be ahead of the game by \$36,000 per year after the first year. Jim added that the Governor’s Office Regional Solutions Center will stay co-located with us, as well as Guy Tauer, the Regional Economist from OED. Our move date is scheduled for September 30, 2018.

Jim went on to say that it is still a goal and desire among partners to figure out the co-location issue for Medford’s WorkSource Rogue Valley One Stop Center. What we are paying for rent in both buildings (Oakdale and Bartlett) is the cheapest around and haven’t been able to find anything comparable in price or facilities to house all of the partners. The goal is to start the conversation with our anchor partners next week to get clear on current and future cost sharing and facilities colocation.

Sherri asked if we needed board approval to move. Jim indicated, that historically, we only requested board approval when we moved in Grants Pass due to some controversy and issue that was taking place at that time related to this particular move with the previous landlord. The Corporate Directors stated they do not feel that board approval is necessary.

6) College and Career For All / Superintendent’s Meeting

Frequency & Joint Meetings with SOESD/K-12 Superintendents & College Presidents

Jim indicated that one goal we might want to adopt is to have joint meetings with all these cross-regional stakeholders once or twice a year. Commissioner Morgan suggested adding the rural school districts in Josephine County. Jim replied that the rural school districts in Josephine County are already involved and at the table. More planning will take place with Southern

Oregon Regional Education Service District (SOESD); however, we hope to have something scheduled in the fall – stay tuned for more information.

7) Rogue Workforce Partnership Membership

This item was deferred due to lack of time.

8) September “WORKing Together - The Future of Work” Conference

Jim reminded folks to consider attending this conference in Eugene on September 26 and September 27, 2018. It’s the inaugural conference being put on by the statewide association of Local Workforce Boards – the Oregon Workforce Partnership – which RWP is a member of.

9) Other Business

Commissioner Morgan thanked RWP for Aurora’s presence and information sharing at the recent fire meeting in Josephine County. Commissioner Morgan stated she was not aware that we had a Rapid Response Team.

Jim reminded the group that RCC will be having their Grand Opening Celebration of their High Tech Center on September 20, 2018. There will also be the Southern Oregon Career Networking Expo and the Second Chance Tour at the Medford Armory happening this same day.

10) Adjourn

With no further business, the joint meeting of the Rogue Valley Workforce Consortium and the RWP Corporate Directors was adjourned at 1:08 p.m.

Respectfully Submitted,

Tami Allison
Senior Project Manager

Approved	Date
Jessica Gomez, RWP Chair	