PY 2017

XYZ Local workforce development board

XYZ Local Workforce Development Area

PA CareerLink® Service Delivery System – A Proud Partner of the American Job Center Network Network

MEMORANDUM OF UNDERSTANDING (MOU)

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**Legal Authority**

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

**HELPFUL TIPS & INFOrmation**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note that throughout this document you will see a number of text boxes like this. These are not required to be in the MOU, but are merely helpful tips to consider when developing the actual MOU. Additionally, there are several provisions that are not a requirement of WIOA, its regulations, or the Uniform Guidance. However, they are common provisions that are contained in many contracts and MOUs and therefore may want to be considered by local areas.

**Disclaimer**

This is a Sample MOU that includes actual portions of local MOUs and Infrastructure Funding Agreements (IFAs) that have been developed by USDOL thus far. This sample MOU and accompanying Cost Allocation Analyses for hypothetical local areas may be used as a reference guide or toolkit when developing your own MOU pursuant to the requirements of section 121 of WIOA, its implementing regulations at 20 CFR part 678 and 34 CFR parts 361 and 463, and the relevant guidance. This sample MOU and cost allocation analyses should not replace the local negotiations that should occur or supplant Pennsylvania laws that. Local areas are not required to develop an MOU that uses the same format of this sample because there are many other ways to develop a MOU. However, any MOU developed must meet the requirements of section 121 of WIOA and its implementing regulations. Similarly, the hypothetical cost allocation analyses are provided for illustrative purposes only.

It is important to note that the local information contained in this sample MOU and cost allocation analyses is hypothetical and should be adapted to meet the particular circumstances in your local area. Use of the local hypothetical language in this document does not ensure compliance with WIOA and cannot substitute for developing these documents based on careful review of WIOA, its implementing regulations and guidance, and local conditions.

All of the information contained in this Toolkit is in the public domain and available for sharing, reproduction, and distribution, but may not be reproduced or distributed for a fee. The following is a summary of fictional names, terms, and information used throughout this sample MOU:

|  |  |
| --- | --- |
| State | Any State |
| Local Workforce Development Area | XYZ |
| Local Workforce Development Board | XYZ |
| One-Stop Operator | ABC, Inc. |
| Chief Elected Official | John Doe |
| County #1 (Comprehensive PA CareerLink® (Site) | A County |
| County #2 (Affiliate PA CareerLink® Site) | B County |
| County #3 (Specialized PA CareerLink® Center) | C County |
| Local Workforce Development Board Website | [www.XYZlocalwdb.com](http://www.XYZlocalwdb.com) |
| State law governing the exchange and handling of confidential, private, or otherwise protected information by public entities | ASC 1234.45.789 |

**Memorandum of Understanding**

This MOU is executed between the XYZ Local Workforce Development Board (Local WDB), the PA CareerLink® system Partners (Partners), and the Chief Elected Official (CEO), John Doe, XYZ Council of Governments Director. They are collectively referred to as the “Parties” to this MOU.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the three (3) PA CareerLink® Centers in the XYZ Local Workforce Development Area (Local WDA). The XYZ Local WDB provides local oversight of workforce programming for the XYZ Local WDA.

The XYZ Local WDB, with the agreement of the CEO, has (competitively) selected ABC, Inc. as the one-stop operator for the XYZ Local WDA, as further outlined in the One-Stop Operator section.

The Resource Sharing Agreement and Infrastructure Funding Agreement establish a financial plan, including terms and conditions, to fund the services and operating costs of the XYZ Local WDA PA CareerLink® system. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the XYZ Local WDA’s high-standard PA CareerLink® system.

The Vision, Mission, System Structure, Terms and Conditions, Resource Sharing Agreement, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker, workers and business customers, as well as to the overall XYZ community.

**HELPFUL TIP-DRIVING PRINCIPLES\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

In designing an MOU, these driving principles may be helpful:

1. A focus on strategies that will effectively serve business and job seeker customers and promote the overall well-being of the Local community through economic growth;
3. A design that enables compliance and, simultaneously, facilitates:

* The WIOA vision,
* Services tailored to meet the needs of regional employers through, for example sector strategies,
* Services tailored to meet the needs of local job seekers through career pathways, talent pipelines, and related approaches,
* Transparency, efficiency, elimination of duplication, and

Active collaboration of all Partners and complete participation in Local negotiations in a good faith effort to reach fair agreements in all areas.

**INTRODUCTION**

Changing labor markets and advances in technology have revolutionized how businesses find talent and jobseekers look for work. Social media, online talent platforms, and professional networking sites are evolving rapidly, perpetuating shifts in labor market dynamics. Additionally, rising consumer expectations and global competition have transformed how business is conducted in most industries. Employers must move faster and more efficiently in order to stay ahead of (or at least keep up with) competitors. This makes it imperative for the public workforce system to continuously adapt and reframe strategies and policies designed to support employers and job seekers.

The XYZ Local WDB seeks to establish a system that stands in stark contrast to the “traditional”/historical transaction-based model, whereby each agency operates its own business and job seeker services functions, and participants move from place to place seeking services. Instead, the goal is to create integrated locations and a unified structure and process of proactive, transparent, and effective job seeker and business services, orchestrated by a seamless collaboration of talent development and support agencies.

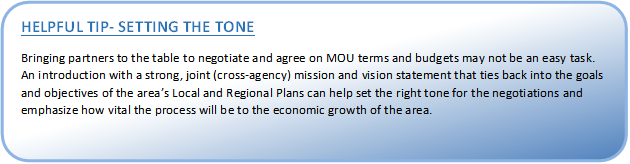
The purpose of this Memorandum of Understanding (MOU) is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the XYZ Local WDA create a seamless, customer-focused service delivery system that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, partners are able to build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

**VISION**

Empower local area employers, individuals, and communities to prosper and grow the region’s economy through a workforce development system that is inherently customer-centered, seamless, and effective.

**MISSION**

To establish a workforce system that provides data-driven and employer-validated talent solutions through the integration of education, workforce, and economic development resources across systems.



**SYSTEM STRUCTURE**

**PA CareerLink® Centers**

The XYZ Local WDA has three (3) PA CareerLink® centers, also known as one-stop centers that are designed to provide a full range of assistance to job seekers, workers and businesses under one roof. Established under the Workforce Investment Act of 1998 *(WIA)* and continued by the Workforce Innovation and Opportunity Act *(WIOA)*, the centers offer a comprehensive array of services designed to match talent with opportunities.

<INSERT>

***LOCAL AREA MAP***

* **A County PA CareerLink® Center (Comprehensive)**

|  |  |
| --- | --- |
| Center Manager Name, Title | Phone |
| Mailing Address | Email Address |
| Operating Hours | Website |

* **B County PA CareerLink® Center (Affiliate Site)**

|  |  |
| --- | --- |
| Center Manager Name, Title | Phone |
| Mailing Address | Email Address |
| Operating Hours | Website |

* **C County PA CareerLink® Center (Specialized Center)**

|  |  |
| --- | --- |
| Center Manager Name, Title | Phone |
| Mailing Address | Email Address |
| Operating Hours | Website |

**One-Stop Operator**

The XYZ Local WDB selected the one-stop operator, ABC, Inc., through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and Local procurement laws and regulations. All documentation for the competitive one-stop operator procurement and selection process is published and may be viewed on the XYZ Local WDB website at: [www.XYZlocalwdb](http://www.XYZlocalwdb).com. The commonwealth requires that the one-stop operator is re-competed at least every three (3) years and no later than every four (4) years. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

**HELPFUL TIP- SUNSHINE PROVISIONS**

Under the Sunshine Provisions, the Local WDB is required to conduct business in an open manner. One way to accomplish this, for example, may be to draw attention/refer to information that is publicly disclosed wherever possible. For instance, in this section, the Sample MOU refers to the Local WDB’s website, where the documentation for the competitive one-stop operator procurement and selection is published.

**HELPFUL TIP- MEETING CUSTOMER NEEDS**

It is noteworthy that comprehensive and affiliate PA CareerLink® centers are not the only types of One-stops available. (See TEGL 16-16, RSA TAC 17-02, and OCTAE Program Memo 17-4, One-Stop Operations Guidance for the American Job Center Network, for more information.) The Local WDB should work closely with its CEO to carefully analyze customer needs (business and job seeker customers alike) in consideration of factors such as geographic location and infrastructure, population concentration, employer concentration, etc. to determine and implement the most suitable (tailor-made) PA CareerLink® system structure in its counties.

**Partners**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Partner Program** | **Partner Organization** | **Authorization/Category** | **Signatory Official** | **Contact Information** |
| Adult Education | Adult Education | WIOA Title II, Adult Education and Family Literacy Act (AEFLA) Program | Name  Title | Mailing Address  Phone & Email Add |
| Army National Guard | Army National Guard | Additional Partner | Name  Title | Mailing Address  Phone & Email Add |
| Community College | Community College | Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.) | Name  Title | Mailing Address  Phone & Email Add |
| Community Services Block Grant Act (CSBG) | Department of Human Services | Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.) | Name  Title | Mailing Address  Phone & Email Add |
| Second Chance Act | Department of Corrections | Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169 | Name  Title | Mailing Address  Phone & Email Add |
| Job Corps | Job Corps | Job Corps, WIOA Title I, Subtitle C | Name  Title | Mailing Address  Phone & Email Add |
| Jobs for Veterans State Grants (JVSG) | PA Department of Labor & Industry | Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C. | Name  Title | Mailing Address  Phone & Email Add |

This table is only a sample. All partners to the MOU for the local area must be listed in its entirety in the MOU.

**TERMS AND CONDITIONS**

**Partner Services**

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the PA CareerLink® system . Additional services may be provided on a case by case basis and with the approval of the Local WDB and the CEO.

Note: All services to be provided must be listed here. All services to be rendered must be listed in the MOU. This listing must include the programs, the partner who will be providing the services, the manner in which those services will be provided and where the services will be provided.

**Roles and Responsibilities of Parties**

The Parties to this agreement will work closely together to ensure that all XYZ PA CareerLink® centers are high-performing work places with staff that will ensure quality of service.

All Parties to this agreement shall comply with:

* Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
* Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
* Section 504 of the Rehabilitation Act of 1973, as amended,
* The Americans with Disabilities Act of 1990 (Public Law 101-336),
* The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
* Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
* The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
* Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
* The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
* all amendments to each, and
* all requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

* Additionally, all Parties shall:
* Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
* Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
* Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

*Chief Elected Official*

The CEO for the XYZ Local WDA is John Doe, XYZ Council of Governments Director. The CEO will, at a minimum:

* In Partnership with the XYZ Local WDB and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region,
* Approve the XYZ Local WDB budget and workforce center cost allocation plan,
* Approve the selection of the one-stop operator following the competitive procurement process, and
* Coordinate with the XYZ Local WDB to oversee the operations of the XYZ Local WDA PA CareerLink® system.

*XYZ Local WDB*

The Local WDB ensures the workforce-related needs of employers, workers, and job seekers in the Local WDA and/or the region are met, to the maximum extent possible with available resources. The Local WDB will, at a minimum:

* In Partnership with the CEO and other applicable Partners within the Local WDA, develop and submit a Local WDA plan that includes a description of the activities that shall be undertaken by the Local WDB and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy,
* In Partnership with the CEO and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region,
* In collaboration and Partnership with the CEO and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies,
* In cooperation with the Local CEO and the other Local WDBs within the regional area, design and approve the PA CareerLink® system structure. This includes, but is not limited to:
* Adequate, sufficient, and accessible one-stop center locations and facilities,
* Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
* A holistic system of supporting services, and
* One or more competitively procured one-stop operators.
* In collaboration with the CEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s),
* Determine the role and day-to-day duties of the one-stop operator,
* Approve annual budget allocations for operation of the PA CareerLink® system,
* Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners,
* Leverage additional funding for the PA CareerLink® system to operate and expand one-stop customer activities and resources, and
* Review and evaluate performance of the XYZ Local WDA and one-stop operator.

*Local Workforce Development Board Staff*

Specific responsibilities include, at a minimum:

* Assist the CEO and the Local WDB with the development and submission of a single regional plan,
* Support the Local WDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,
* Provide operational and grant-specific guidance to the one-stop operator,
* Investigate and resolve elevated customer complaints and grievance issues,
* Prepare regular reports and recommendations to the Local WDB, and
* Oversee negotiations and maintenance of MOUs with one-stop Partners.

*Operator*

ABC, Inc. will employ X # Center Managers who will act as “functional leaders”. As such, they will have the authority to organize Partner staff, in order to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member’s employer of record. The one-stop operator, through the Center Managers, will, at a minimum: The number of staff identified here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations specify staffing requirements for the one-stop operator.

* Manage daily operations, including but not limited to:
* Managing and coordinating Partner responsibilities, as defined in this MOU,
* Managing hours of operation, including the once weekly extended hours of operation,
* Coordinating daily work schedules and work flow based upon operational needs, and
* Coordinating staff vacations/unscheduled absences with the formal leader to ensure service coverage by center staff.
* Assist the Local WDB in establishing and maintaining the PA CareerLink® system structure. This includes but is not limited to:
* Ensuring that State requirements for center certification are met and maintained,
* Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible,
* Ensuring that XYZ Local WDB policies are implemented and adhered to,
* Adhering to the provisions outlined in the contract with the XYZ Local WDB and the XYZ Local WDB Business Plan,
* Reinforcing strategic objectives of the XYZ Local WDB to Partners, and
* Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.
* Integrate systems and coordinate services for the center and its Partners, placing priority on customer service.
* Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program’s authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts.
* Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams, e.g. Skills Development Team or Business Services Team.
* Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program.
* The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center.
* Oversee and coordinate partner, program, and PA CareerLink® system performance. This includes but is not limited to:
* Providing and/or contributing to reports of center activities, as requested by the XYZ Local WDB,
* Providing input to the formal leader (partner program official) on the work performance of staff under their purview,
* Notifying the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status,
* Identifying and facilitating the timely resolution of complaints, problems, and other issues,
* Collaborating with the Local WDB on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603),
* Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations,
* Evaluating customer satisfaction data and propose service strategy changes to the XYZ Local WDB based on findings.
* Manage fiscal responsibilities and records for the center. This includes assisting the Local WDB with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

ABC, Inc. will not assist in the development, preparation and submission of Local plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate one-stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the Local WDB. XYZ Local WDB is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

**HELPFUL TIP- ELIMINATING SILOS**

A Local WDB may find it helpful to think in terms of a system structure that is entirely demand-driven and produces customized solutions for the workforce and talent development needs of employers in targeted industries in the regional economy. In order to achieve such a system, it is necessary to move from a transaction-based model, whereby each Partner operates its own services and functions, to a unified structure and process of collaborative, streamlined, and customer-focused service delivery. It’s comparable to the way a number of individual musicians and instruments come together to play beautiful symphonies in an orchestra. And it is noteworthy that every orchestra needs a skillful conductor!

While one-stop operator roles and responsibilities may take on a variety of different forms, it should be pointed out that Local WDBs have a unique opportunity to strategically design an operator’s role in such a way that they become the skillful conductor who guides partners towards the achievement of an area’s workforce development system mission and vision. Additionally, of course, each Local WDA should offer a full, varied menu of services, resources, and assistance coordinated by its PA CareerLink® System Partners.

*Partners*

Each partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. At least 80 percent of the center’s workforce development front line staff will achieve a Certified Workforce Development Professional (CWDP) certification.

Partners will further promote system integration to the maximum extent feasible through:

* Effective communication, information sharing, and collaboration with the one-stop operator,
* Joint planning, policy development, and system design processes,
* Commitment to the joint mission, vision, goals, strategies, and performance measures,
* The design and use of common intake, assessment, referral, and case management processes,
* The use of common and/or linked data management systems and data sharing methods, as appropriate,
* Leveraging of resources, including other public agency and non-profit organization services,
* Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
* Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

**Data Sharing**

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers’ interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use, and disclosure of customers’ personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

* Customer PII will be properly secured in accordance with the Local WDB’s policies and procedures regarding the safeguarding of PII.
* The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
* All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
* All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
* Customer data may be shared with other programs, for those programs’ purposes, within the PA CareerLink® system only after the informed written consent of the individual has been obtained, where required.
* Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
* All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records

**Confidentiality**

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties’ performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

**Referrals**

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

* Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners’ programs represented in the XYZ Local WDA PA CareerLink® system,
* Develop materials summarizing their program requirements and making them available for Partners and customers,
* Develop and utilize common intake, eligibility determination, assessment, and registration forms,
* Provide substantive referrals – in accordance with the XYZ Local WDA Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs,
* Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
* Commit to robust and ongoing communication required for an effective referral process, and
* Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

**Accessibility**

Accessibility to the services provided by the PA CareerLink® centers and all Partner agencies is essential to meeting the requirements and goals of the local service delivery system. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran’s status, or on the basis of any other classification protected under state or federal law.

*Physical Accessibility*

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an “equal and meaningful” manner providing access for individuals with disabilities.

**HELPFUL TIP- PHYSICAL ACCESSIBILITY**

For more information regarding accessibility requirements, you may refer to Section 188 of the WIOA and the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016) and the Americans with Disabilities Act (ADA).

*Virtual Accessibility*

The XYZ WDB will work with the PA Workforce Development Board (PA WDB) to ensure that job seekers, workers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with the local board to post content through its website.

*Communication Accessibility*

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

**HELPFUL TIP- COMMUNICATION ACCESSIBILITY**

For more information, please refer to the U.S. Department of Labor’s Office of Disability Employment Policy’s website at <https://www.dol.gov/odep/topics/CommunicationsAccess.htm>.

*Programmatic Accessibility*

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran’s status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations

regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all PA CareerLink® programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the local service delivery system.

**Outreach**

The XYZ Local WDB and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

* Specific steps to be taken by each partner,
* An outreach plan to the region’s human resources professionals,
* An outreach and recruitment plan to the region’s job seekers, including targeted efforts for populations most at-risk or most in need,
* An outreach and recruitment plan for out-of-school youth,
* Sector strategies and career pathways,
* Connections to registered apprenticeship,
* A plan for messaging to internal audiences,
* An outreach tool kit for Partners,
* Regular use of social media,
* Clear objectives and expected outcomes, and
* Leveraging of any statewide outreach materials relevant to the region.

**HELPFUL TIP- COMMON IDENTIFIER**

When considering the development of new outreach materials, it is noteworthy that one-stop delivery systems are required to include a common one-stop delivery system identifier, in addition to using any State- or locally-developed identifier in the identification of products, programs, activities, services, facilities, and related property and materials. The American Job Center Network is a unifying name and brand that identifies online and in-person workforce development services as part of a single network. To access and complete the Terms of Use agreement and graphic downloads of the logo and tag-line for your use go to [https://www.dol.gov/ajc.](https://www.dol.gov/ajc.%20) For more information and resources go to <https://ion.workforcegps.org/resources/2016/09/30/12/11/AJC-Common-Identifier-and-Branding>.

**Monitoring**

The XYZ Local WDB, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

* Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
* Those laws, regulations, and policies are enforced properly,
* Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
* Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
* Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
* All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

**Non-Discrimination and Equal Opportunity**

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

**Indemnification**

All Parties to this MOU recognize the Partnership consists of various levels of government, not-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 the XYZ Local WDB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the XYZ Local WDB or the one-stop operator.

**Severability**

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

**Drug and Alcohol-free Workplace**

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

**Certification Regarding Lobbying**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

**Debarment and Suspension**

All Parties shall comply with the debarment and suspension requirements (E.0.12549 and12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

**Priority of Service**

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

**Buy American Provision**

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the “Buy American Act.”) and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

**Salary Compensation and Bonus Limitations**

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

**Non-Assignment**

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

**Governing Law**

This MOU will be construed, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

**Steps to Reach Consensus**

1. *Notification of Partners*

The XYZ Local WDB Chair (or designee) must notify all Parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

1. *Kickoff Meeting*

The XYZ Local WDB Chair (or designee) is responsible for convening all required and optional PA CareerLink® Partners to formally kick-off negotiations, and to ensure that, at a minimum, all Partners from all counties within the XYZ Local WDA are appropriately represented. The kickoff meeting should take place no later than within four (4) weeks[[1]](#footnote-1) of notification as it must be hosted in a timely manner to allow for all steps to be conducted in good faith and in an open and transparent environment.

At the kickoff meeting, the XYZ Local WDB Chair (or designee) must provide a detailed review of all relevant documents, facts, and information and ensure all Parties have sufficient time to ask questions or voice concerns and are fully aware of expectations and the overall process.

1. *Negotiations*

Over the course of the four (4) weeks following the formal kickoff meeting, Partners must submit all relevant documents to the XYZ Local WDB Chair (or designee) to begin the drafting of the MOU. During this time frame, additional formal or informal meetings (informational and negotiation sessions) may take place, so long as they are conducted in an open and transparent manner, with pertinent information provided to all Parties.

1. *Draft MOU*

Within six (6) weeks[[2]](#footnote-2) of the kickoff meeting, the XYZ Local WDB Chair (or designee) must email a complete draft of the MOU to all Parties.

1. *Notification of Partners*

Within three (3) weeks[[3]](#footnote-3) of receipt of the draft MOU, all Parties must review and return feedback to the XYZ Local WDB Chair (or designee). It is advised that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency. It is the responsibility of the XYZ Local WDB Chair (or designee) to ensure all PA CareerLink® Partners to the MOU are aware of the comments and revisions that are needed.

1. *Finalized Draft*

The XYZ Local WDB Chair (or designee) must circulate the finalized MOU and secure Partner signatures within four (4) weeks[[4]](#footnote-4) of receipt of feedback. The WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all Parties.

If determined that a Partner is unwilling to sign the MOU, then the XYZ Local WDB Chair (or designee) must ensure that the dispute resolution process is followed.



**Dispute Resolution**

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the XYZ Local WDA Customer Grievance and Complaint Management Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the local WDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

* All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
* Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the XYZ Local WDB Chair (or designee) and all Parties to the MOU regarding the conflict within 108 business days.
* The XYZ Local WDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the Local WDB’s Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.
* The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
* The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
* The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
* The XYZ Local WDB Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

**HELPFUL TIP- LOCAL WDB SUB-COMMITTEES**

Neither the WIOA nor its regulatory provisions specifically mandate any sub-committees of the Local WDB. This is a structure that Local WDBs may wish to consider. Other system structures and processes are acceptable.

**Modification Process**

1. *Notification of Partners*

When a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).

1. *Discussion/Negotiation*

Upon notification, the XYZ Local WDB Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the XYZ Local WDB Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the XYZ Local WDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the XYZ Local WDB Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a Partner is unwilling to agree to the MOU modification, the XYZ Local WDB Chair (or designee) must ensure that the process in the Dispute Resolution section as outline below is followed.

1. *Signatures*

The XYZ Local WDB Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks[[5]](#footnote-5). The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the XYZ Local WDB Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party’s signature to all the other Parties.

**Effective Period**

This MOU is entered into on July 1, 2017. This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2020, unless any of the reasons in the Termination section above apply.

**HELPFUL TIP- RENEWAL VS. AMENDMENT/MODIFICATION**

During the rollout process of an MOU, a Local WDB should make all Partners aware of the requirements concerning modification and renewal of the MOU (as outlined in TEGL 16-16, RSA TAC 17-02, and OCTAE Program Memo 17-4, One-Stop Operations Guidance for the American Job Center Network):

Renewal of an MOU requires all parties to review and agree to all elements of the MOU and resign the MOU. Amendment or modification of the MOU only requires the parties to review and agree to the elements of the MOU that changed.

Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU. Substantial changes, such as changes in one-stop partners, or a change due to the election of a new CEO, will require renewal of the MOU.

Be mindful that regular MOU reviews and, if substantial changes have occurred, renewals, must be completed at least every 3-years.

**Termination**

This MOU will remain in effect until the end date specified in the Effective Period section below, unless:

* All Parties mutually agree to terminate this MOU prior to the end date.
* Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
* WIOA is repealed or superseded by subsequent federal law.
* Local area designation is changed under WIOA.
* A party breaches any provision of this MOU and such breach is not cured within thirty (30) days15 after receiving written notice from the XYZ Local WDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days[[6]](#footnote-6) after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.

All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

**RESOURCE SHARING AGREEMENT**

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the XYZ Local WDA local PA CareerLink® system. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the Resource Sharing Agreement (RSA) is to develop the overarching parameters in establishing a funding mechanism that:

* Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
* Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program’s effectiveness),
* Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
* Ensures that costs are appropriately shared by PA CareerLink® Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this RSA the master budget that is necessary to maintain the XYZ Local WDA’s high-standard PA CareerLink® system. Furthermore, the Resource Sharing Agreement Budget (RSAB) will be the actual document that assigns each partner’s shared cost, or contribution, of funding the XYZ Local WDA local PA CareerLink® system pursuant to the provisions of this MOU and its subparts. The RSAB will be recognized as an addendum to this MOU and that all parties may announce their consensus of the RSAB through the exchange of correspondence between the local board and partners or by some other agreed upon procedure. Such agreed upon amendments, or modifications, will become part of this MOU. It includes the following cost categories, as required by WIOA and its implementing regulations:

* Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
* Additional Costs (career services and shared services)[[7]](#footnote-7)

All costs will be allocated according to Partners’ proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The PA CareerLink® RSAB is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

**RSAB Timeline**

|  |  |
| --- | --- |
| **Completion Date** | **Required Action** |
| Jan-Feb | The LWDB or fiscal agent will provide the PA CareerLink® operator preliminary shared costs based upon actual figures from the prior year or sound estimates. BWDA should be contacted to estimate available state partner funds. |
| Feb - March | The LWDB or fiscal agent will help the PA CareerLink® operator collect, compile, and analyze a preliminary statement of benefits as it relates to the RSABs and the identification of all shared costs at each PACL site. |
| March - April | The LWDB or fiscal agent will work with PA CareerLink® operator to assign dollar values and validate appropriate methodologies for assigning a fair share of allocable PACL costs. |
| April - May | The finalized shared costs will then be entered into the RSAB and approved by the PA CareerLink® operator (like the RSA, the lead PA CareerLink® operator members must sign the RSAB) and attached to the RSA as an Addendum.  *Note:* the PA CareerLink® operator members must publicly meet to vote and adopt the RSAB and/or any modifications. The meeting must have written minutes and detail the actions taken by the PA CareerLink® operator. The RSAB, and any modifications, must be submitted to BWDA as they occur. The Deputy Secretary for Workforce Development has appointed the Director of the Bureau of Workforce Partnership and Operations (BWPO) as the partner and sole signatory for RSAB’s for BWPO partner funds. |
| May - June | The RSAB must be submitted to BWDA once executed. |
|  | BWDA’s review and concurrence will follow. |

**HELPFUL TIP- COST CATEGORIES**

The one-stop operating budget contains cost categories that are specifically identified in the statute: infrastructure cost and additional costs (which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the one-stop). For more information, please refer to [TEGL 17-16](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=4968), [RSA TAC 17-03](https://www2.ed.gov/policy/speced/guid/rsa/subregulatory/tac-17-03.pdf), and [OCTAE Program Memo 17-3](https://www2.ed.gov/about/offices/list/ovae/pi/AdultEd/octae-program-memo-17-3.pdf), Infrastructure Funding of the One-Stop Delivery System.

**Cost Allocation Methodology**

Within the one-stop system, a variety of allocation methods may be used as agreed upon by the partners, which reflect the best measure of benefit received by the partner programs. The following methods used in this MOU are outlined a table below.

All Partners in the XYZ Local WDA are physically co-located in the one-stop center(s) as outlined in the Partner On-Site Representation Schedule section of the MOU, with the following exceptions:

|  |  |
| --- | --- |
| **Required Partners** | **Additional Partners** |
| Unemployment Insurance | Dress for Success |
| Commission of Native American Affairs | Financial Counseling Services |

These partners/programs are linked virtually through online service access to a program staff member via PA CareerLink® center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals. The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional services. The Commission of Native American Affairs (representing INA) is strongly encouraged, but not required, to contribute to the cost of infrastructure and certain additional services. In the spirit of collaboration and inclusion, the Commission of Native American Affairs is contributing its fair share. Even if not physically co-located within the PA CareerLink® Centers, a significant number of UI customers and a small number of INA customers use the local PA CareerLink® system to access services such as:

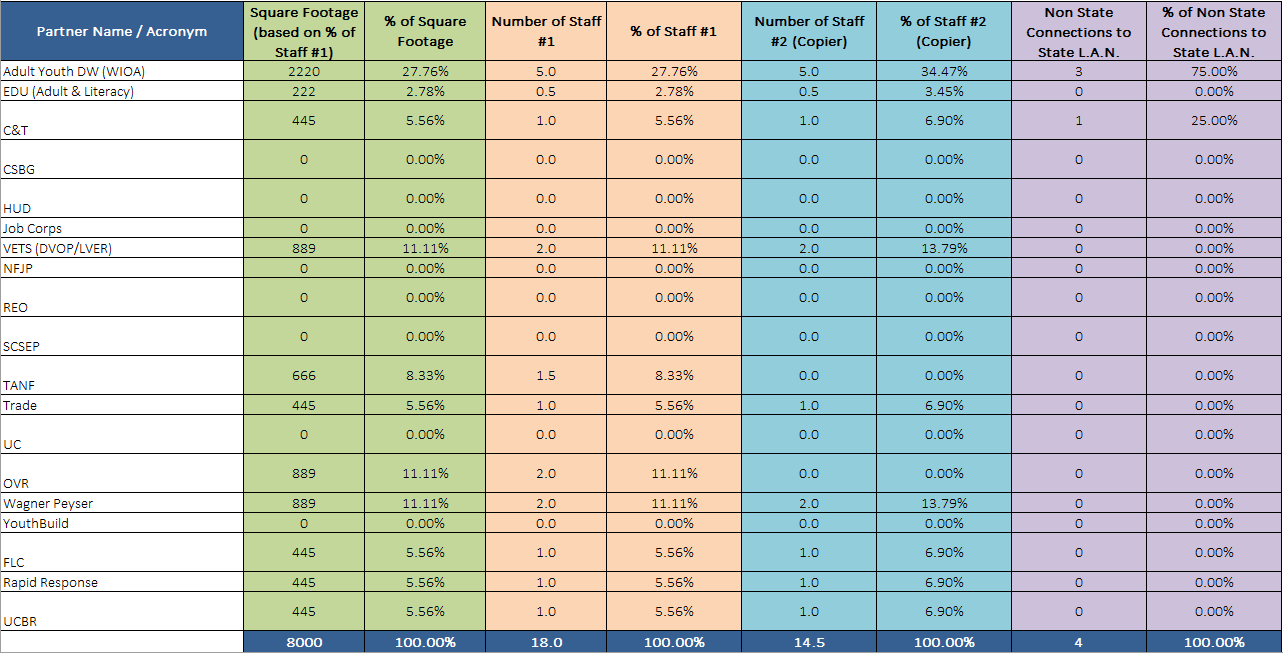
* Using resource room computers to file UI claims, conduct work searches, and communicate with off-site program staff,
* Using resource room staff assistance for the above services and for general information,
* Using other resource room equipment such as copiers, scanners, fax machines, or assistive technology for individuals with disabilities,
* Obtaining labor market information,
* Attending reemployment workshops,
* File grievances or appeals, etc.

The XYZ Local WDA selected four (4) different allocation bases – as outlined in the Methods of Allocation section below – to determine overall Partner contributions assigned on the RSAB. This was done in an effort:

* To remedy the imbalance of non-physically represented Partners, and
* To comply with the requirement of Partners’ contributions having to be in proportion to the Partners’ use of the one-stop center(s) and relative benefit received.

This table shows each Partner’s percent allocation (broken down by methodology), which determines their annual contribution to the cost of operating the PA CareerLink. These methodologies are primarily based on partner full time equivalents (FTEs), as provided on the PA CareerLink Staffing Survey accompanying the RSAB.

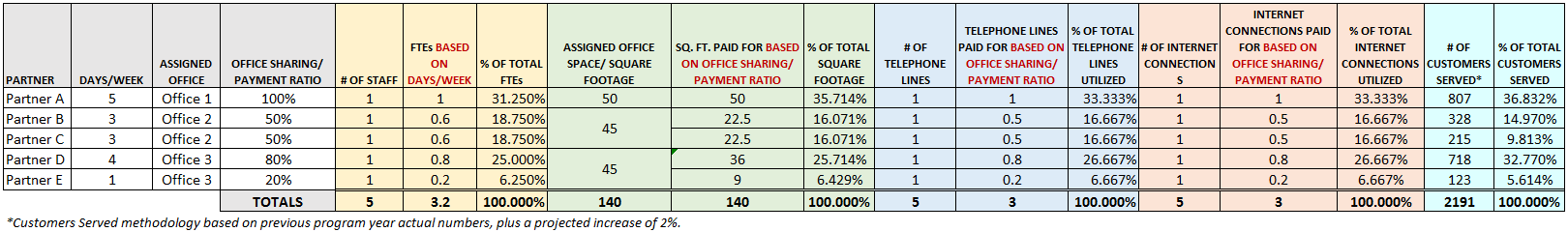
**Methods of Allocation[[8]](#footnote-8):**



The additional table below shows other options for allocation, which include, but are not limited to:

* Utilizing a payment ratio based on partner office sharing, to allocate other methodologies, such as square footage, telephone lines and internet connections;
* FTEs based on days per week that partner staff are on site; and
* Customers served, based on the previous program year’s actual count of customers served, plus a projected increase for the applicable program year.

Other methodologies:



**HELPFUL TIP- COST ALLOCATION**

For more information or help with cost allocation, please review the Cost Allocation and [Cost Allocation Plans (CAPs)](file://LIHBG000FS16/BWDP$/PROGRAMS/BWDA/Planning/Policy%20Development/1-Policy%20Development%20Phase/Memorandum%20of%20Understanding/MOU%20Template/Template%20(Main)/Cost%20Allocation%20and%20Cost%20Allocation%20Plans) online training module available on [WorkforceGPS.](file://LIHBG000FS16/BWDP$/PROGRAMS/BWDA/Planning/Policy%20Development/1-Policy%20Development%20Phase/Memorandum%20of%20Understanding/MOU%20Template/Template%20(Main)/WorkforceGPS.)

**Cost Reconciliation and Allocation Base Update**

All Parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

* Partners will provide the XYZ Local WDB with the following information no later than thirty (30) days[[9]](#footnote-9) after the end of each quarter, as applicable:
  + Quarterly cost information and documentation of the actual costs,
  + Updated staffing information (per the 1st day of a new program year and the 1st day of each subsequent quarter), and
  + Actual customer participation numbers (per the last day of the last month of each quarter).
* Upon receipt of the above information, the XYZ Local WDB, or Fiscal Agent, will provide a RSAB – Financial Status Report on or before 45 days after the end of the quarter.

**HELPFUL TIP – FOR FISCAL AGENTS**

All local grantees/fiscal agents are required to report actual, site specific, expenditures that, at a minimum, identify the costs as personnel/staff, facility/building, and operations by each PA CareerLink® partner.

Actual expenditures, including state fronted expenditures, are to be reported on a quarterly basis on or before 45 days after the end of the quarter.

Exclusive of the first quarter of the program year, (July, August, Sept), CARS Request for Funds (RFFs) submitted after the 45-day period will not be approved if BWDA has not received the previous quarterly RSAB-FSR.

All documented expenditures must:

* + Be reasonable and allocable to the appropriate program funds;
  + Conform to any limitations or exclusions set forth in the types or amount of cost items;
  + Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization;
  + Accorded consistent treatment; and
  + Be determined in accordance with generally accepted accounting principles (GAAP).

The earning, allocation, and use of program income must be reported on the *RSAB-Financial Status Report*. Please refer to the PA Department of Labor & Industry website for a downloadable version of this form.

Each quarterly report must be marked with the appropriate quarter and submitted in accordance with the previous chart timeline to the following resource account: [**LI-BWDA-Grants-Fiscal@pa.gov**](mailto:LI-BWDA-Grants-Fiscal@pa.gov). A “FINAL” report must also be submitted on or before the close of business, August 31st.

All local grantees/fiscal agents are required to report actual, site specific, expenditures that, at a minimum, identify the costs as personnel/staff, facility/building, and operations by each PA CareerLink® partner.

Actual expenditures, including state fronted expenditures, are to be reported on a quarterly basis on or before 45 days after the end of the quarter.

Exclusive of the first quarter of the program year, (July, August, Sept), CARS Request for Funds (RFFs) submitted after the 45-day period will not be approved if BWDA has not received the previous quarterly RSAB-FSR.

All documented expenditures must:

* + Be reasonable and allocable to the appropriate program funds;
  + Conform to any limitations or exclusions set forth in the types or amount of cost items;
  + Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization;
  + Accorded consistent treatment; and
  + Be determined in accordance with generally accepted accounting principles (GAAP).

The earning, allocation, and use of program income must be reported on the *RSAB-Financial Status Report*. Please refer to the PA Department of Labor & Industry website for a downloadable version of this form.

Each quarterly report must be marked with the appropriate quarter and submitted in accordance with the previous chart timeline to the following resource account: [**LI-BWDA-Grants-Fiscal@pa.gov**](mailto:LI-BWDA-Grants-Fiscal@pa.gov). A “FINAL” report must also be submitted on or before the close of business, August 31st.

**INFRASTRUCTURE FUNDING AGREEMENT *(IFA)***

PA CareerLink® Center infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the PA CareerLink®, including, but not limited to:

* Rental of the facilities;
* Utilities and maintenance;
* Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
* Technology to facilitate access to the American Job Center, including technology used for the center’s planning and outreach activities.

All Parties to this MOU and IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the PA CareerLink® center or not.[[10]](#footnote-10) Each partner’s contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs’ authorizing laws and regulations and the Uniform Guidance.

**Partners**

Partners funding the costs of infrastructure according to this IFA are the same as identified in the Partners section of the MOU.

**Infrastructure Budget**

The chart below is specific to the ‘infrastructure cost’ category.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Cost Pool** | **Cost Item** | **A County** | **B County** | **C County** | **Total** |
| Accessibility Software/Tools | Assistive Technology for Individuals with Disabilities | $10,050 | $3,350 | $2,233 | $15,633.00 |
| General Office Expense | Postage and Freight | $31,667 | $10,556 | $7,037 | $49,260.00 |
| General Office Expense | Printing | $16,880 | $5,627 | $3,751 | $26,258.00 |
| Outreach Costs[[11]](#footnote-11) | Outreach | $15,600 | $5,200 | $3,467 | $24,267.00 |
| Equipment Costs | Equipment Repairs/Maintenance | $25,370 |  |  |  |

**Cost Allocation Methodology**

All Parties agree that the cost allocation methodology for this IFA will be the same as described in the [Cost Allocation Methodology](file://LIHBG000FS16/BWDP$/PROGRAMS/BWDA/Planning/Policy%20Development/1-Policy%20Development%20Phase/Memorandum%20of%20Understanding/MOU%20Template/Template%20(Main)/Cost%20Allocation%20and%20Cost%20Allocation%20Plans) section of the MOU, subpart Resource Sharing Agreement.

**Cost Reconciliation and Allocation Base Update**

All Parties agree that the cost reconciliation and allocation base update for this IFA will be the same as described in the [Cost Reconciliation and Allocation Base Update](file://LIHBG000FS16/BWDP$/PROGRAMS/BWDA/Planning/Policy%20Development/1-Policy%20Development%20Phase/Memorandum%20of%20Understanding/MOU%20Template/Template%20(Main)/Cost%20Reconciliation%20and%20Allocation%20Base%20Update) section of the MOU, subpart Resource Sharing Agreement.

**Steps to Reach Consensus**

All Parties agree that the steps to reach consensus for this IFA will be the same as described in the [Steps to Reach Consensus](file://LIHBG000FS16/BWDP$/PROGRAMS/BWDA/Planning/Policy%20Development/1-Policy%20Development%20Phase/Memorandum%20of%20Understanding/MOU%20Template/Template%20(Main)/Steps%20to%20Reach%20Consensus) section of the MOU. Partners will make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget, for the XYZ Local WDA American Job Center network.

**HELPFUL TIP- STATE FUNDING MECHANISM**

Failure by only one (1) of the required Partners to reach consensus with respect to the infrastructure costs in the IFA will trigger implementation of the SFM, even if all required Partners except one agree on the terms of the IFA. Exceptions:

* The lack of agreement on infrastructure costs with Native American programs does not trigger the SFM for a Local area, and the Native American programs are not subject to the SFM.
* A failure to reach consensus on career services or shared services costs does not trigger the SFM.

**Dispute and Impasse Resolution**

All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the process outlined in the [Dispute Resolution](file://LIHBG000FS16/BWDP$/PROGRAMS/BWDA/Planning/Policy%20Development/1-Policy%20Development%20Phase/Memorandum%20of%20Understanding/MOU%20Template/Template%20(Main)/Dispute%20Resolution) section of the MOU must be followed.

If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered.

*Step 1: Notice of failure to reach consensus given to the Governor.*

If the Parties cannot reach consensus on methods of sufficiently funding a one-stop center’s infrastructure costs and the amounts to be contributed by each Local Partner program, the XYZ Local WDB is required to notify the Governor. Notification must be given to the Governor by March 31 of each year the MOU is negotiated.

*Step 2: Negotiation materials provided to the Governor.*

The XYZ Local WDB Chair (or designee) must provide the appropriate and relevant materials and documents used in the negotiations to the Governor, preferably at the time of the notification of failure to reach consensus, but no later than five (5) business days[[12]](#footnote-12) thereafter. At a minimum, the XYZ Local WDB Chair (or designee) must provide to the Governor:

* The local WIOA plan,
* The cost allocation methodology or methodologies proposed by the Partners to be used in determining the proportionate share,
* The proposed amounts or budget to fund infrastructure costs,
* The amount of Partner funds included,
* The type of funds (cash, non-cash, and third-party in-kind contributions) available (including all documentation on how Partners valued non-cash and third-party in-kind contributions consistent with 2 CFR 200.306),
* Any proposed or agreed on American Job Center budgets (for individual centers or a network of centers), and
* Any partially agreed upon, proposed, RSA or RSAB.
* Any partially agreed upon, proposed, or draft IFAs.

The local board may also provide the Governor with additional materials that they or the Governor find to be appropriate.

*Step 3: Governor Determinations and Calculations.*

The Governor will:

* Determine one-stop center infrastructure budget(s),
* Establish cost allocation methodology(s),
* Determine Partners’ proportionate shares,
* Calculate statewide caps,
* Assess the aggregate total of infrastructure contributions as it relates to the statewide cap, and
* Adjust allocations.

Once all determinations and calculations are completed, the Governor will notify the XYZ Local WDB Chair (or designee) of the final decision and provide a revised IFA for execution by the Parties.

**HELPFUL TIP- COST CATEGORIES**

These steps are outlined in greater detail in [TEGL 17-16](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=4968), , [RSA TAC 17-03](https://www2.ed.gov/policy/speced/guid/rsa/subregulatory/tac-17-03.pdf), and [OCTAE Program Memo 17-3](https://www2.ed.gov/about/offices/list/ovae/pi/AdultEd/octae-program-memo-17-3.pdf), Infrastructure Funding of the One-Stop Delivery System.

*Step 4: Infrastructure Funding Agreement Execution*

The Infrastructure Funding Agreement becomes effective as of the date of signing by the final signatory.

Programs may appeal the Governor’s determinations of their infrastructure cost contributions in accordance with the process established under 20 CFR 678.750, 34 CFR 361.750, and 34 CFR 463.750.

**Modification Process**

All Parties agree to abide by the process for modification, as outlined in the Modification Process section of the MOU. Note: Modification processes for subparts of this MOU (e.g. RSA) may differ than the procedures under the MOU.

**Effective Period**

This IFA is entered into on July 1, 2017. This IFA will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2020, unless any of the reasons in the Termination section of the MOU apply.

**HELPFUL TIP- Additional Partners & other exceptions**

The SFM does not apply to additional partners and cannot be triggered by an additional partner’s disagreement on the terms of the IFA or their refusal to sign the IFA. While additional partners are not subject to the SFM, they still are required to contribute to one-stop infrastructure cost funding in accordance with the program’s proportionate use of the one-stop center and relative benefit received, consistent with the requirements for one-stop Partner contributions in WIOA, 20 CFR Part 678, and the Uniform Guidance at 2 CFR Part 200.

Under the SFM, for required Partner programs in which grant awards are made to entities that are independent of the authority of the Governor, such as Job Corps center contractors or grant recipients of the U.S. Department of Labor national programs, the determination of the amount each of the applicable partners must contribute to assist in paying the infrastructure costs of one-stop centers continues to be made by the Governor, through the authority granted to the Governor by WIOA and the regulations.

As required one-stop partners, Native American programs are strongly encouraged to contribute to infrastructure costs, but they are not required to make such contributions under WIOA. Any agreement regarding the contribution or non-contribution to infrastructure costs by Native American programs must be documented in the MOU and must be based on the program’s proportionate use and relative benefits received, consistent with the Uniform Guidance. The lack of agreement on infrastructure costs with Native American programs does not trigger the SFM for the Local area, and the Native American programs are not subject to the SFM.

**DEFINITIONS**

**One-Stop Delivery System**

The one-stop delivery system (herein also referred to as the PA CareerLink® Service Delivery System) brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs’ services and improves long-term employment outcomes for individuals receiving assistance. One-stop Partners administer separately funded programs as a set of integrated streamlined services to customers.

*[20 CFR 678.300(a); 34 CFR 361.300(a); and 34 CFR 463.300(a)]*

**Required One-Stop Partners**

*Department of Labor*

* WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs;
* Job Corps;
* YouthBuild;
* Native American programs;
* Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
* Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
* Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
* Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
* Unemployment Compensation (UC) programs;
* Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41of title 38, U.S.C.;
* Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

*Department of Education*

* Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
* Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
* The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by WIOA title IV;

*Department of Housing and Urban Development*

* Employment and training programs;

*Department of Health and Human Services*

* Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
* Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).

[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

**Additional One-Stop Partners**

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the local PA CareerLink® service delivery system if the Local WDB and chief elected official(s) approve the entity’s participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b–19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (p. 7)]

**Infrastructure Costs**

Non-personnel costs that are necessary for the general operation of the one-stop center, including but not limited to applicable facility costs (such as rent), costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including technology used for the center’s planning and outreach activities. Common identifier costs may be considered as costs of one-stop infrastructure.

[WIOA sec. 121(h)(4); 20 CFR 678.700(a)-(b); 34 CFR 361.700(a)-(b); and 34 CFR 463.700(a)-(b)]

**Additional Costs**

Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop Partners, and business services.

[WIOA sec. 121(i)(2); 20 CFR 678.760(b); 34CFR 361.760(b); 34 CFR 463.760(b); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

**Resource Sharing Agreement *(RSA)***

The resource sharing agreement (RSA) of PA CareerLink® service delivery system is the financial plan that the one-stop partners, the CEO, and the Local WDB have agreed to in the MOU that will be used to achieve their goals of delivering services in a local area. The MOU must contain, among other things, provisions describing how the costs of shared services provided by the one-stop system and the operating costs of such system will be funded, including the infrastructure costs for the one-stop system (WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b)).

The RSA may be considered the master budget that contains a set of resource sharing agreement budgets (RSAB) or components that consist of costs that are specifically identified in the statute: infrastructure costs, defined in WIOA sec. 121(h)(4); and additional costs which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the one-stop delivery system and do not constitute infrastructure costs. These additional costs are described in WIOA sec. 121(i). The resource sharing agreement must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflect a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner’s use of the one-stop center and relative benefit received. The one-stop operating budget may be further refined by the one-stop partners, as needed, to assist in tracking their contributions. It may be necessary at times to separate the budget of a comprehensive one-stop center from a specialized one-stop center or an affiliate one-stop center.

One-Stop operating costs include infrastructure costs and additional costs, which are made up of applicable career service, shared operating costs and shared services.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 3-4)]

**Infrastructure Funding Agreement *(IFA)***

The IFA contains the infrastructure costs budget that is an integral component of the overall resource sharing agreement. The other component of the one-stop operating budget consists of applicable career services, shared operating costs, and shared services, which are considered additional costs. While each of these components covers different cost categories, a resource sharing agreement would be incomplete if any of these cost categories were omitted, as all components are necessary to maintain a fully functioning and successful local one-stop delivery system. Therefore, the Departments strongly recommend that the Local WDBs, one-stop partners, and CEOs negotiate the IFA, along with additional costs when developing the operating budget for the local one-stop system. The overall one-stop operating budget must be included in the MOU. IFAs are a mandatory component of the local MOU, described in WIOA sec. 121(c) and 20 CFR 678.500 and 678.755. Similar to MOUs, the Local WDB may negotiate an umbrella IFA or individual IFAs for one or more of its one-stop centers.

The Departments also consider it essential that the IFA include the signatures of individuals with authority to bind the signatories to the IFA, including all one-stop partners, CEO, and Local WDB participating in the IFA.

Changes in the one-stop Partners or an appeal by a one-stop partner’s infrastructure cost contributions will require a renewal of the MOU.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 17-18 and Attachment II)]

**Funding Types**

*Cash*

* Cash funds provided to the Local WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

*Non-Cash[[13]](#footnote-13)*

* Expenditures incurred by one-stop Partners on behalf of the one-stop center; and
* Non-cash contributions or goods or services contributed by a Partner program and used by the one-stop center.

*Third-Party In-Kind*

* Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to:
* Support the one-stop center in general; or
* Support the proportionate share of one-stop infrastructure costs of a specific partner.

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760]

**Allocation**

Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

[2 CFR 200.4]

**Cost Objectives**

Cost objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the non-federal entity, a particular service or project, a federal award, or an indirect (Facilities & Administrative (F&A)) cost activity, as described in Subpart E—Cost Principles of this Part. See also 2 CFR §§ 200.44 Final cost objective and 200.60 Intermediate cost objective.

[2 CFR 200.28]

**AUTHORITY AND SIGNATURE**

* **One completed, signed, and dated Authority and Signature page is required for each signatory official.**

By signing my name below, I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

* The MOU;
* The Resource Sharing Agreement; and
* The Infrastructure Funding Agreement (IFA).

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

* The MOU;
* The Resource Sharing Agreement; and
* The Infrastructure Funding Agreement (IFA).

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

1. In three (3) years;
2. Upon amendment, modification, or termination; or
3. On June 30, 2020, whichever occurs earlier.

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  |  |

Signature Date

|  |  |
| --- | --- |
|  |  |

Print Name and Title

|  |  |
| --- | --- |
|  |  |

Agency Name

1. The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement. [↑](#footnote-ref-1)
2. The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement. [↑](#footnote-ref-2)
3. The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement. [↑](#footnote-ref-3)
4. The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement. [↑](#footnote-ref-4)
5. The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement. [↑](#footnote-ref-5)
6. The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement. [↑](#footnote-ref-6)
7. Additional Costs: WIOA Section 121(i)(1) / Final Rule 678.760 [↑](#footnote-ref-7)
8. The methodologies incorporated here, and throughout this Sample MOU, are for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement. [↑](#footnote-ref-8)
9. The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement. [↑](#footnote-ref-9)
10. When a local board has determined that a required program is not represented in the local workforce area (i.e., local area), then there is no requirement to include that program in the MOU. *For Example:* If there are no employment and training activities carried out by the Department of Housing and Urban Development (HUD) in the local area, then HUD would not be required to be a partner in that local workforce service delivery system. Thus HUD would not be a party to that local MOU. ***Note:*** It must be articulated in the MOU that a required program(s) is not available in the local area. [↑](#footnote-ref-10)
11. Local WDBs may consider common identifier costs as costs of one-stop infrastructure. [↑](#footnote-ref-11)
12. The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement. [↑](#footnote-ref-12)
13. The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306. [↑](#footnote-ref-13)