

Appendix A: Epilogue

The following public comments and Pennsylvania Department of Labor & Industry, or L&I, responses are from the posting of proposed changes to the Local Workforce Delivery System – Memorandum of Understanding, or MOU, policy for a public comment period effective April 22, 2022, until May 6, 2022. Several substantial changes occurred within the MOU policy package which include the addition of *collaborative professional development* as part of the MOU required components. Also, in the MOU required components, additional specification for the MOU time period was added to be in alignment with TEGL 16-16; the MOU amendment or modification as well as an unplanned MOU renewal of an MOU was added. The state funding mechanism, or SFM, section was expanded to be in alignment with federal regulations and the SFM appeal process section was created. Lastly, the *MOU Negotiation Outcome Notification* template was created to provide additional direction and clarification to local boards.

L&I appreciates the local workforce system stakeholders who contributed comments.

MOU policy, page 1. Audience section.

Pennsylvania CEOs, LWDB members and staff, PA CareerLink® partners, and other local workforce system stakeholders must adhere to the conditions of use and specifications as outlined in this policy and any supporting documents.

Comment: A commenter stated, “a challenge that has occurred during the one-stop MOU negotiation process, is that some WIOA required partner programs are not informed by their state or federal oversight entity of the requirement for them to participate in and contribute to the one-stop delivery system.

The Commonwealth should consider implementing a joint communication strategy across applicable state-level agencies to ensure all WIOA required partner programs, to the extent possible, are aware of and held accountable to the requirements of this guidance.”

Response: Thank you for your comment. L&I agrees that having joint communication across applicable state-level agencies to ensure all WIOA required partner programs are aware of and held accountable to the requirements of this guidance is important.

MOU policy, page 5. Definition section.

Proportionate use refers to a partner program contributing its fair share of the costs proportionate to: (1) the use of the one-stop center by customers that may include reportable individuals and participants in its program at the one-stop center; (2) the amount of square footage occupied by the partner program in the one-stop center; or (3) another allocation base consistent with the Uniform Guidance at 2 CFR part 200.

Comment: A commenter explained that “a challenge to determining proportionate use based on ‘the use of the one-stop centers by customers that may include reportable individuals and participants in its program at the one-stop center’ is the lack of available data to determine these amounts. WIOA core and required one-stop partners enter data into different or siloed data management systems that prevent staff from determining the full range of partner services a customer is accessing. Restrictions on

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sharing participant data across partner programs creates an additional obstacle to obtain this information.

The Commonwealth should consider creating the functionality to track the use of the one-stop center by customers across WIOA core and required programs within the Commonwealth Workforce Development System (CWDS) or another platform. The Commonwealth should also consider developing additional guidance and/or technical assistance to assist local workforce areas in developing the information/data sharing relationships necessary to more accurately track customer use of the one-stop center across partner programs. This should include information on what flexibility local areas have to share data/information and where federal or state-level restrictions exist.”

Response: As described in TEG 17-16, “partners should focus on identifying methodologies that most effectively allocate costs based upon proportionate use and relative benefit received by the partners.” TEG 17-16 also notes that “beyond these requirements, the determining factors can be a wide range of variables, such as number of customers served, square footage used, or a different basis that is agreed upon for determining each partner’s contribution level for infrastructure costs.”

L&I acknowledges the commenter’s concern regarding possible difficulty attaining available data to determine the use of one-stop centers by customers. During MOU development discussions, all partners should agree on how to determine this methodology, especially if data attainment is difficult. L&I also notes that if this specific definition requirement is not used, there are a number of other methodologies that could be used to more effectively allocate costs as noted in TEG 17-16 and Uniform Guidance at 2 CFR part 200. Therefore, at this time, no changes will be made. L&I will provide further technical assistance upon request.

Finally, CWDS is not used by all the partners in the local service delivery system; however, PA CareerLink® staff may maintain information regarding foot traffic into the centers. This information should be available to all of the partners engaged in the center’s activities; thus, it could be used if the partners determine that this methodology supports the determination of “proportional share.”

General Comment regarding the *MOU Negotiators and Signers Contact List*.

Comment: A commenter noted that an update to the contact information, under the SCSEP tab, was required for the National SCSEP direct sub-grantee’s MOU Negotiator.

Response: L&I updated the listing.

MOU Policy Package Revisions

During the public comment period, a review of the MOU policy package revealed content that required modification. Some changes were made after content review with state agency workforce system partners. A digest of changed content is as follows:

MOU Negotiator and Signers Contact List: Tabs labeled “Title III- L&I,” “TAA – L&I,” and “JVSG – L&I” required additional clarification to whom has the MOU signer authority.