

**Benton-Franklin
Workforce Development Council
&
WorkSource Columbia Basin**

MOU

Memorandum of Understanding

July 1, 2017



**Workforce
Development
Council**



Memorandum of Understanding

This MOU is executed between the Benton-Franklin Workforce Development Council (BFWDC), WorkSource Columbia Basin (WSCB) Partners, and the Chief Elected Officials (CEOs) of Benton and Franklin Counties. 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 WSCB Basin One-Stop center in the Benton-Franklin Workforce Development Area (WDA) 11. The BFWDC provides local oversight of workforce programming for WDA 11.

The BFWDC, with the agreement of the CEOs, has (competitively) selected _____ as the One-Stop operator for WSCB Columbia Basin, as further outlined in the One-Stop Operator section.

The One-Stop Operating Budget and Infrastructure Funding Agreement (IFA), formerly called the Resource Sharing Agreement (RSA), is contained in Attachment A. The IFA establishes a financial plan, including terms and conditions, to fund the services and operating costs of the WSCB One-Stop center. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the high-standard of services of the WSCB One-Stop center.

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

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 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 BFWDC 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 WDA 11 create a seamless, customer-focused workforce 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-benefitting bridges, rather than silos

of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

Vision

The Benton-Franklin Workforce Development Council advances the region’s economy by connecting job seekers and employers at WorkSource.

Mission

The Benton-Franklin Workforce Development Council administers employment and training services at WorkSource. We are dedicated to collaborating with community partners to meet the needs of the job seeker and employer customer.

System Structure

One-Stop Centers

The BFWDC, WDA 11, has one WorkSource One-Stop center located in Kennewick that is designed to provide a full range of assistance to job seekers and businesses under one roof and is a member of the American Job Center Network. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act (WIOA), the center offers a comprehensive array of services designed to match talent with opportunities.



One-Stop Operator

The BFWDC selected the One-Stop operator, _____, 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 BFWDC website at: www.BentonFranklinWDC.org. The State requires that the One-Stop operator is re-competed at least every three years and no later than every four years. Functional details are outlined in the Roles and Responsibilities of Partners section under One-Stop Operator.

Partners

Partner Name	Contact Person	Mailing Address	Telephone #	E-mail
Washington State Employment Security Department/LMPA	Jennie Weber	1530 Stevens, Walla Walla, WA 99362	509-527-1801	jweber@esd.wa.gov
Career Path Services	George Iranon	10 N Post Sted 200 Spokane, WA 99201	509-323-1221	giranon@careerpathservices.org
Columbia Basin College, Worker Retraining ABE	Tyrone Brooks	2600 N. 20 th Ave., Pasco, WA 99301	509-542-4408	TBrooks@columbiabasin.edu
Washington State Department of Labor and Industries	Ryan Guppy	7273 Linderson Way Fourth Floor Tumwater, WA 98501	360-902-5931	Gupr235@lni.wa.gov
Opportunities Industrialization Center (OIC) of Washington	Steve Mitchell	815 Fruitvale Blvd, Yakima, WA 98902	509-248-6751	s.m@yvoic.org
DSHS Division of Vocational Rehabilitation	Doni Kotas-Turner	PO Box 45340, Olympia, WA 98504-5340	360-725-3652	Dvrcontractsunit2@dshs.wa.gov
Temporary Assistance to Needy Families (DSHS)	Jeff Pierce	1120 N. Edison Street Kennewick, WA 99336	509-734-4101	pierceje@dshs.wa.gov
DESI/JobCorps	Christine Nast	8433 N. Black Canyon Hwy. Phoenix, AZ 85021	602-995-0116	Christine.nast@exodyne.com
Benton-Franklin Workforce Development Council/Ameri-Corps Youth	Jackie Fitzgerald	815 N Kellogg, Ste. C Kennewick, WA 99336	509-734-5984	jfitzgerald@bf-wdc.org

Terms and Conditions

Partners Services

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the WorkSource system. Additional services may be provided on a case by case basis and with the approval of the BFWDC and the CEO's.

Business Services

In order to serve the business customer, all Partners will have representation at and participate in the Business Roundtable meetings as scheduled and will provide the following services as appropriate:

- Serve as a single point of contact for businesses, responding to all requests in a timely manner,
- Conduct outreach regarding Local workforce system's services and products,
- Provide access to labor market information,
- Assist with the interpretation of labor market information,
- Use of One-Stop center facilities for recruiting and interviewing job applicants,
- Provide information regarding workforce development initiatives and programs,
- Provide information and services related to Unemployment Insurance taxes and claims,
- Conduct on-site Rapid Response activities regarding closures and downsizings,
- Provide customized recruitment and job applicant screening, assessment and referral services,
- Conduct Job fairs and hiring events,
- Consult on human resource issues,
- Provide information regarding disability awareness issues,
- Provide information regarding assistive technology and communication accommodations,
- Assist with disability and communication accommodations, including job coaches,
- Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies,
- Provide employer and industry cluster-driven Occupation Skills Training through Individual Training Accounts with eligible training providers,
- Develop customized training opportunities to meet specific employer and/or industry cluster needs,
- Coordinate with employers to develop and implement layoff aversion strategies,
- Provide incumbent worker upgrade training through various modalities,
- Develop, convene, or implement industry or sector partnerships.

Job Seeker Services

In order to serve the job seeking customers, in alignment with the current service model, all partners will participate and provide the following services, as appropriate:

Basic Career Services

- Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local Workforce System,
- Initial assessments of skill level(s), aptitudes, abilities and supportive service needs,
- In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment),
- Access to employment opportunity and labor market information,
- Performance information and program costs for eligible providers of training, education, and workforce services,
- Information on performance of the Local Workforce system,
- Information on the availability of supportive services and referral to such, as appropriate, including braiding community resources to support customer needs,
- Information and meaningful assistance on Unemployment Insurance claim filing,
- Determination of potential eligibility for workforce Partner services, programs, and referral(s),
- Information and assistance in applying for financial aid for training and education programs not provided under WIOA,
- All workshops online and in person.

Individualized Career Services

- Comprehensive and specialized assessments of skills levels and service needs,
- Development of an individual plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals,
- Referral to training services,
- Group Counseling,
- Literacy activities related to work readiness,
- Individual counseling and career planning,
- Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance,
- Work experience, transitional jobs, registered apprenticeships, and internships,
- Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training,
- Post-employment follow-up services and support, as appropriate,

- Identifying and braiding community resources to support customer needs.

Training Services

- Occupational skills training through tuition assistance,
- Adult education and literacy activities, including English Language Acquisition (ELA), provided in combination with the training services described above,
- On-the-Job Training (OJT)
- Incumbent Worker Training,
- Programs that combine workplace training with related instruction which may include cooperative education,
- Training programs operated by the private sector,
- Skill upgrading and retraining,
- Entrepreneurial training,
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training,
- Other training services as determined by the workforce partners governing rules.

Roles and Responsibilities

The Parties to this agreement will work closely together to ensure that WSCB is a high-performing work place with staff who will ensure quality of service.

➤ All Parties

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 1107-288) 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 VOCATIONAL REHABILITATION 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

One CEO from each, Benton County and Franklin County. The CEO's will, at a minimum:

- In Partnership with the BFWDC and other applicable Partners within the planning region, develop and submit a regional plan that includes a description of the activities that shall be undertaken by the BFWDC and their Partners,
- Approve the BFWDC budget and WorkSource center Infrastructure Funding Agreement.
- Approve the selection of the One-Stop operator following the competitive procurement process, and
- Coordinate with the BFWDC to oversee the operations of the WSCB One-Stop Center.

➤ Benton-Franklin Workforce Development Council

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

- In Partnership with the CEO's and other applicable Partners within WDA-11, develop and submit a Local plan that includes a description of the activities that shall be undertaken by the BFWDC and its Partners, and that aligns its strategic vision, goals, objectives, and workforce related policies to the regional economy,

- In collaboration and Partnership with the CEO’s and other applicable Partners, develop the strategic vision, goals, objectives, and workforce-related policies.
- Certification of the One-Stop Center.
- In cooperation with the CEO’s and other applicable Partners, design and approve the Local WorkSource 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
 - 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(s),
 - Approve annual budget allocations for operation of the WSCB One-Stop center,
 - Leverage additional funding for the One-Stop center to operate and expand One-Stop customer activities and resources, and
 - Review and evaluate performance of the WSCB One-Stop center.

➤ Local Workforce Development Board Staff

Specific responsibilities include, at a minimum:

- Assist the CEO’s and the BFWDC with the development and submission of a regional plan,
- Support the BFWDC 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,
- Dispute Resolution
- Monitoring
- EEO
- Branding
- Social Media
- Prepare regular reports and recommendations to the BFWDC, and
- Oversee negotiations and maintenance of MOUs with One-Stop Partners.

➤ One-Stop Operator

_____ will employ a Center Manager who will act as “functional Leader”. 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, will, at a minimum:

- Manage daily operations, including but not limited to:
- Managing and coordinating Partner responsibilities, as defined in this MOU,
- Managing hours of operation, including the weekly modified schedule for training and all-staff meetings,
- Coordinating daily work schedules and work flow based upon operational needs, and
- Coordinating staff vacations/unscheduled absences with the formal leaders to ensure service coverage by center staff.
- Assist the BFWDC in establishing and maintaining the WorkSource One-Stop structure. This includes but is not limited to:
 - Ensuring that State requirements for center certification are met and maintained,
 - Ensuring that career services such as the ones outlined in WIOA sec. 134©(2) are available and accessible,
 - Ensuring that the BFWDC policies are pertinent to the One-Stop Operation and are implemented and adhered to,
 - Adhering to the provisions outlined in the contract with the BFWDC and the local Business Plan,
 - Reinforcing strategic objectives of the BFWDC 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 including 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 WSCB.
- Oversee and coordinate partner, program, and WSCB Basin performance. This includes, but is not limited to:
 - Providing and/or contributing to reports of center activities, as requested by BFWDC,
 - Providing input to the formal leaders (partner program official) on the work performance of staff under their purview,

- Notifying the formal leaders 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 BFWDC 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 leaders in order to facilitate efficient and effective WorkSource One-Stop center operations,
- Evaluating customer satisfaction data and propose service strategy changes to the BFWDC based on findings,
- Manage fiscal responsibilities and records for the center. This includes assisting BFWDC with cost allocations and the maintenance and reconciliation of One-Stop center operation budgets.

_____ 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 service providers, or youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the BFWDC. BFWDC is responsible for the negotiated performance measures, strategic planning, budgets, and One-Stop operator oversight (including monitoring).

➤ Partners

Each Partner commits to training of staff to serve in a functional team environment as appropriate, and to provide other professional learning opportunities that promote continuous quality improvement.

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 the 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 BFWDC 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 Vocational Rehabilitation 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 WSCB One-Stop 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 WSCB 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 Vocational Rehabilitation 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 Vocational Rehabilitation 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 WSCB,
- 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 referrals – in accordance with the BFWDC Referral Policy – to customers who are eligible for supplemental and complimentary 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 WSCB One-Stop center and all Partner agencies is essential to meeting the requirements and goals of the local workforce 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 as available, 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

The WSCB One-Stop center 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 for 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.

➤ Virtual Accessibility

The BFWDC will work with the State Workforce Development Board to ensure that job seekers and businesses have access to the same information on line 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 or 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 BFWDC to post content through its website.

➤ Communication Accessibility

Communication 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.

➤ 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 WSCB One-Stop center 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 of 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 WSCB One-Stop center.

Outreach

The BFWDC and its Partners will develop and implement a strategic outreach plan that will include, at a minimum the following components:

- Specific steps to be taken by each partner,
- An outreach plan to the region’s human resource 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,
- Connection to registered apprenticeship,
- A plan for messaging to internal communication,
- An outreach tool kit for Partners,
- Regular use of social media,
- Clear objectives and expected outcomes,
- Leveraging of any statewide outreach materials relevant to the region and
- Locate local skilled workers.

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 BFWDC 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 BFWDC Board 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 BFWDC Board Chair (or designee) and all Parties to the MOU regarding the conflict within __ business days.

The BFWDC Board Chair (or designee) shall place the dispute on the agenda of a special meeting of the BFWDC Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved in 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 BFWDC Board Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

Monitoring

The BFWDC, 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 BFWDC 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 BFWDC 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 the 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. Section 1352), 29 CFR 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.O.12549 and 12689) 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 service 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 references 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 1009-234, 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 State of Washington. 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 and Federal requirements.

Steps to Reach Consensus

1. Notification of Partners

The BFWDC 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.

2. Kickoff Meeting

The BFWDC Chair (or designee) is responsible for convening all required and optional WSCB Partners to formally kick-off negotiations, and to ensure that, at a minimum, all WSCB Partners from all counties within WDA 11 are appropriately represented. The kickoff meeting should take place no later than within four (4) weeks 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.

3. Negotiations

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

4. Draft MOU

Within six (6) weeks of the kickoff meeting, the BFWDC Chair (or designee) must email a complete draft of the MOU to all Parties.

5. Review and Comment

Within three (3) weeks of receipt of the draft MOU, all Parties must review and return feedback to the BFWDC 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 BFWDC Chair (or Designee) to ensure all WSCB Partners to the MOU are aware of the comments and revisions that are needed.

6. Finalized Draft

The BFWDC Chair (or designee) must circulate the finalized MOU and secure Partner signatures within four (4) weeks 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 BFWDC Chair (or designee) must ensure that the dispute resolution process is followed.

Modification Process

1. Notification

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).

2. Discussion/Negotiation

Upon notification, the BFWDC 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 BFWDC 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 BFWDC, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the BFWDC 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 BFWDC Chair (or designee) must ensure that the process in the Dispute Resolution section is followed.

3. Signatures

The BFWDC Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. 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 BFWDC Chair (or designee) acquires signatures of each party and provided a complete copy of the modification with each party's signature to all the other Parties.

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) days after receiving written notice from the BFWDC 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 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.

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.

One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund services and operating costs of the WSCB One-Stop center. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop 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 the WSCB Partners by determining contributions based on the proportionate use of the One-Stop center 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 One-Stop operating budget (Attachment A), the master budget that is necessary to maintain the high-standard WSCB One-Stop center. 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) formerly known as the Resource Sharing Agreement (RSA)),
- Career services, and
- Shared services.

All costs must be included in the MOU, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The One-Stop operating budget 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.

Cost Allocation Methodology

Costs and resources needed to operate the One-Stop shall be shared as detailed in Attachment A. Costs are shared on a workstation percentage basis or square footage allocation of rent and is paid through fiscal or "in-kind" contribution of staff or resources. Costs include, but are not limited to; rent, utilities, supplies unique to WorkSource, Internet support, general operational/maintenance supplies, copier rent, telephone service, business outreach, and guest resource services. Detail of costs and revenue is attached as Attachment A.

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 BFWDC with the following information no later than thirty (30) days after the end of each quarter, as applicable:
 - Updated staffing information (per the 1st day of the 1st month of each quarter, and
- Upon receipt of the above information, the BFWDC will:
 - Compare budgeted costs to actual costs,
 - Update the allocation bases, and

- Apply the updated allocation bases, as described in the Cost Allocation Methodology section above, to determine the actual costs allocable to each partner.
- The BFWDC will prepare an updated budget document showing cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the month.
- The BFWDC will send the invoice and a copy of the updated budget to all Parties no later than thirty (30) days after the end of each quarter. For Partners that advance funds to the Local area, the Benton-Franklin WDC will only send a copy of the updated budget.
- Upon receipt of the invoice and adjusted balance, each Partner will review both documents and will submit payment to the Benton-Franklin WDC no later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the Local area, the WDC may draw down funds for quarterly payments upon approval via email of the reconciled budget.
- Partners will communicate any disputes with costs in the invoice or the adjusted budget to the Benton-Franklin WDC in writing. The Benton-Franklin WDC will review the disputed cost item and respond accordingly to the local Partner within ten (10) days of receipt of notice of the disputed costs. When necessary, the Benton-Franklin WDC will revise the invoice and the adjusted budget upon resolution of the dispute.

Infrastructure Funding Agreement

The WSCB infrastructure funding agreement, formerly referred to as the Resource Sharing Agreement (RSA), is detailed in Attachment A.

Partners

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

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 section of the MOU.

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 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 WSCB One-Stop center.

Dispute and Impasse Resolution

All Parties will actively participate in the 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 section of the MOU must be followed.

If Partners 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 or sufficiently funding a One-Stop center's infrastructure costs and the amounts to be contributed by each Local Partner program, the BFWDC is required to notify the Governor. Notification must be given to the Governor three

➤ **Step 2: Negotiation materials provided to Governor.**

The BFWDC 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 thereafter. At a minimum the BFWDC 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 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 upon WorkSource budgets (for individual centers or a network of centers, and
- Any partially agreed upon, proposed, or draft IFAs.

The BFWDC 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 BFWDC Chair (or designee) of the final decision and provide a revised IFA for execution by the Parties.

➤ Step 4: IFA Execution

The IFA 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.

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.

One-Stop Delivery System

The One-Stop delivery system (herein also referred to as the American Job Center Network) 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 41 of 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 American Job Center Network if the Local WDC 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

Must include the costs of the provision of career services in Sec. 134 (c) (2) applicable to each program consistent with Partner program's applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200 and may include shared operating costs and shared services.

[WIOA sec. 121 (i) (1); 20 CFR 678.760 (a); 34 CFR 361.760 (a); 34 CFR 463.760(a); 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)]

Shared Operating Costs and Shared Services

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); 34 CFR 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)]

One-Stop Operating Budget

The One-Stop operating budget of One-Stop centers or American Job Centers (AJC) is the financial plan that the One-Stop partners, the CEO, and the Local WDC 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 a 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 One-Stop operating budget may be considered the master budget that contains a set of individual budgets 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 One-Stop operating budget must be periodically reconcile against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflects 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 (pp3-4)]

Infrastructure Funding Agreement (IFA)

The IFA contains the infrastructure costs budget that is an integral component of the overall One-Stop operating budget. 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, an operating budget 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 WDC, One-Stop partners, and CEOs negotiate the FIA, 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© and 20 CFR 678.500 and 678.755. Similar to MOUs, the Local WDC 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 WDC 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 WDC or its designee by One-Stop Partners, either directly or by an interagency transfer, or by a third party.

Non-Cash

- 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 objective or through one or more intermediate cost objectives.

Cost Objective

Cost Objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and 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 in indirect (Facilities & Administration (F&A)) cost activity, as described in Subpart E – Cost Principles of the Part. See §200.44 Final cost objective and 200.60 Intermediate cost objective.

[2 CFR 200.28]