



This **Sample MOU and Infrastructure Costs Toolkit** should be viewed primarily as a support resource, issued as part of the Workforce Innovation and Opportunity Act (WIOA) implementation technical assistance efforts.

March
2017

Sample Memorandum of Understanding



for Partners of the American Job
Center Network

XYZ Local Workforce Development Area

Sample MOU and Infrastructure Costs Toolkit

- 1.** Sample MOU 2017
- 2.** Sample MOU Cost Allocation and Partner Contributions – A County
- 3.** Sample MOU Cost Allocation and Partner Contributions – B County
- 4.** Sample MOU Cost Allocation and Partner Contributions – C County
- 5.** Sample MOU Cost Allocation and Partner Contributions – Total

Table of Contents

Legal Authority	i
Disclaimer	ii
 Memorandum of Understanding.....	 1
Introduction	2
Vision	2
Mission	2
System Structure	3
American Job Centers	3
One-Stop Operator	4
Partners	5
Terms and Conditions	8
Partner Services	8
Partner On-Site Representation Schedule.....	11
Roles and Responsibilities of Partners	14
Data Sharing	19
Confidentiality	20
Referrals	20
Accessibility	21
Outreach	23
Dispute Resolution.....	23
Monitoring	24
Non-Discrimination and Equal Opportunity	25
Indemnification.....	25
Severability	26
Drug and Alcohol-free Workplace	26
Certification Regarding Lobbying.....	26
Debarment and Suspension	26
Priority of Service	26

Buy American Provision.....	27
Salary Compensation and Bonus Limitations	27
Non-Assignment	27
Governing Law.....	27
Steps to Reach Consensus	27
Modification Process.....	29
Termination	31
Effective Period.....	31

One-Stop Operating Budget.....32

One-Stop Operating Budget	33
Cost Allocation Methodology	35
Allocation Bases per Cost Item.....	36
Partner Contribution Amounts.....	38
Cost Reconciliation and Allocation Base Update	41

Infrastructure Funding Agreement

Partners	42
Infrastructure Budget	43
Cost Allocation Methodology	45
Cost Reconciliation and Allocation Base Update.....	45
Steps to Reach Consensus	45
Dispute and Impasse Resolution	45
Modification Process.....	48
Effective Period.....	48

Definitions49

Authority and Signature54

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.

Disclaimer

This is a Sample MOU that includes actual portions of local MOUs and Infrastructure Funding Agreements (IFAs) that have been developed 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 any State laws that apply in any particular State. States and 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. States may have more stringent laws pertaining to a particular part of the sample MOU than is shown in the local hypothetical information.

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 (Council of Governments Director)	John Doe
County #1 (Comprehensive American Job Center)	A County
County #2 (Affiliate American Job Center)	B County
County #3 (Affiliate American Job Center)	C County
Local Workforce Development Board Website	www.XYZlocalwdb.com
State law governing the exchange and handling of confidential, private, or otherwise protected information by public entities	ASC 1234.45.789
State Workforce Development Board guidance regarding infrastructure funding	Any State Workforce Development Policy Number 03-16, Infrastructure Funding

HELPFUL TIPS AND ADDITIONAL INFORMATION

Note that throughout this document you will find a number of text boxes like this. These are not required to be included in an actual MOU. They are merely helpful tips to consider when developing an MOU. Additionally, there are several provisions that are not a requirement of WIOA, its implementing 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.

Memorandum of Understanding

This MOU is executed between the XYZ Local Workforce Development Board (Local WDB), the American Job Center network 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 American Job 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 [One-Stop Operating Budget](#) and [Infrastructure Funding Agreement](#) establish a financial plan, including terms and conditions, to fund the services and operating costs of the XYZ Local WDA American Job Center network. 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 American Job Center network.

The [Vision](#), [Mission](#), [System Structure](#), [Terms and Conditions](#), [One-Stop Operating Budget](#), and [Infrastructure Funding Agreement](#) outlined herein reflect the commitment of the Parties to their job seeker 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:

- 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,
- 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 American Job Center network 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 XYZ 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.

HELPFUL TIP – SETTING THE TONE

Bringing partners to the table to negotiate and agree on MOU terms and budgets may not be an easy task. An introduction with a strong, joint (cross-agency) mission and vision statement that ties back into the goals and objectives of the area's Local and Regional Plans can help set the right tone for the negotiations and emphasize how vital the process will be to the economic growth of the area.

System Structure

American Job Centers

The XYZ Local WDA has three [American Job Centers](#), also known as one-stop centers, that are designed to provide a full range of assistance to job seekers and businesses under one roof. Established under the [Workforce Investment Act of 1998](#) and continued by the [Workforce Innovation and Opportunity Act](#), the centers offer a comprehensive array of services designed to match talent with opportunities.



❖ A County American Job Center (Comprehensive)

Center Manager Name, Title	Phone
Mailing Address	E-mail Address
Operating Hours	Website

❖ B County American Job Center (Affiliate)

Center Manager Name, Title	Phone
Mailing Address	E-mail Address
Operating Hours	Website

❖ C County American Job Center (Affiliate)

Center Manager Name, Title	Phone
Mailing Address	E-mail Address
Operating Hours	Website

HELPFUL TIP – MEETING CUSTOMER NEEDS

It is noteworthy that comprehensive and affiliate American Job Centers are not the only types of American Job Centers 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) American Job Center Network structure in its counties.

One-Stop Operator

The XYZ Local WDB selected the one-stop operator, ABC, Inc., through a competitive process in accordance with the Uniform Guidance¹, 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.com. 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](#).

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.

¹ Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance), including the Office of Management and Budget's (OMB) approved exceptions for the U.S. Department of Labor at 2 CFR part 2900.

Partners

Partner Program	Partner Organization	Authorization/Category	Signatory Official	Contact Information
Physically Co-Located at an XYZ American Job Center				
Adult Education	Adult Education	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Name Title	Mailing Address Phone & E-mail Address
Army National Guard	Army National Guard	Additional Partner	Name Title	Mailing Address Phone & E-mail Address
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 & E-mail Address
Community Services Block Grant Act (CSBG)	Department of Health and 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 & E-mail Address
Department of Commerce	Department of Commerce	Additional Partner	Name Title	Mailing Address Phone & E-mail Address
Department of Probation, Parole, and Pardon Services	Department of Probation, Parole, and Pardon Services	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 & E-mail Address
Department of Rehabilitation Services	Department of Rehabilitation Services	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by title IV of WIOA	Name Title	Mailing Address Phone & E-mail Address
Experience Works	Senior Employment Service	Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)	Name Title	Mailing Address Phone & E-mail Address
Job Corps	Job Corps	Job Corps, WIOA Title I, Subtitle C	Name Title	Mailing Address Phone & E-mail Address

Partner Program	Partner Organization	Authorization/Category	Signatory Official	Contact Information
Jobs for Veterans State Grants (JVSG)	Department of Employment Security	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C.	Name Title	Mailing Address Phone & E-mail Address
Migrant Council	Migrant Council	National Farmworker Jobs Program (NFJP) ² , WIOA Sec. 167	Name Title	Mailing Address Phone & E-mail Address
Regional Transportation Authority (RTA)	Regional Transportation Authority (RTA)	Additional Partner	Name Title	Mailing Address Phone & E-mail Address
State Housing Finance and Development Authority	State Housing Finance and Development Authority	Employment and training activities carried out by the Department of Housing and Urban Development (HUD)	Name Title	Mailing Address Phone & E-mail Address
Temporary Assistance for Needy Families (TANF)	Department of Health and Human Services	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) ³	Name Title	Mailing Address Phone & E-mail Address
Trade Adjustment Assistance (TAA)	Department of Employment Security	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Name Title	Mailing Address Phone & E-mail Address
Wagner-Peyser Employment Services (ES)	Department of Employment Security	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	Name Title	Mailing Address Phone & E-mail Address
WIOA Adult, Dislocated Worker, and Youth Programs	Council of Governments	WIOA title I Adult, Dislocated Worker, and Youth Programs	Name Title	Mailing Address Phone & E-mail Address
YouthBuild Public Charter School	YouthBuild Public Charter School	YouthBuild WIOA Sec. 171 (29 USC 3226)	Name Title	Mailing Address Phone & E-mail Address

² This program is for migrant and seasonal farmworkers (MSFWs).

³ Per 20 CFR 678.405(b), the TANF program is not exempt from being a required partner in the American Job Center network in the State of Any State. Also note that participants may receive information about/apply for the Supplemental Nutrition Assistance Program (SNAP) through the Department of Health and Human Services partner staff.

Partner Program	Partner Organization	Authorization/Category	Signatory Official	Contact Information
Not Physically Co-Located at an XYZ American Job Center⁴				
Commission of Native American Affairs	Commission of Native American Affairs	Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221	Name Title	Mailing Address Phone & E-mail Address
Unemployment Insurance (UI)	Department of Employment Security	Unemployment Insurance (UI) programs under state unemployment compensation laws	Name Title	Mailing Address Phone & E-mail Address
Dress for Success	Dress for Success	Additional Partner	Name Title	Mailing Address Phone & E-mail Address
Financial Counseling Services	Financial Counseling Services	Additional Partner	Name Title	Mailing Address Phone & E-mail Address

⁴ These partners are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals. An individual may also file a UI claim in person using one of the kiosks or computers available in the American Job Centers.

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 American Job Center network system. Additional services may be provided on a case by case basis and with the approval of the Local WDB and the CEO.

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

JOB SEEKER SERVICES

<u>Basic Career Services</u>	<u>Individualized Career Services</u>	<u>Training</u>
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
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)	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the Local workforce system	Individual counseling and career planning	Training programs operated by the private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance	Skill upgrading and retraining
Information and meaningful assistance on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA	Post-employment follow-up services and support (→ <i>This is not an individualized career service, but listed here for completeness.</i>)	Other training services as determined by the workforce partner's governing rules

YOUTH SERVICES

Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.	Alternative secondary school services, or dropout recovery services, as appropriate.
Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
Supportive services.	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
Follow-up services for not less than 12 months after the completion of participation, as appropriate.	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
Financial literacy education.	Entrepreneurial skills training.
Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.	Activities that help youth prepare for and transition to postsecondary education and training.

Partner On-Site Representation Schedule

A County American Job Center (Comprehensive)				
Partner Program	# of Staff	Weekly Staff Hours	# of FTEs ⁵	% of Total FTEs
Adult Education	1	32	0.8	1.54%
Army National Guard	1	16	0.4	0.77%
Community College	1	16	0.4	0.77%
CSBG	1	8	0.2	0.38%
Department of Commerce	1	40	1.0	1.92%
Department of Probation, Parole, and Pardon Services	1	16	0.4	0.77%
Department of Rehabilitation Services	1	16	0.4	0.77%
Experience Works	2	40	1.0	1.92%
Job Corps	1	16	0.4	0.77%
JVSG	5	200	5.0	9.62%
Migrant Council	1	40	1.0	1.92%
RTA	1	40	1.0	1.92%
State Housing Finance and Development Authority	1	16	0.4	0.77%
TANF	1	24	0.6	1.15%
TAA	3	120	3.0	5.77%
Wagner-Peyser ES	10	400	10.0	19.23%
WIOA Adult, Dislocated Worker, and Youth Programs	25	1,000	25.0	48.08%
YouthBuild Public Charter School	2	40	1.0	1.92%
Commission of Native American Affairs	<i>These partners are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals.</i>			
UI				
TOTALS	59	2,080	52.0	100%

⁵ An FTE (full-time equivalent) is the hours worked by one employee on a full-time basis. The concept is used to convert the hours worked by several part-time employees into the hours worked by full-time employees. On an annual basis, an FTE is considered to be 2,080 hours, which is calculated as 8 hours per day or 40 hours per work week.

B County American Job Center (Affiliate)

Partner Program	# of Staff	Weekly Staff Hours	# of FTEs	% of Total FTEs
Adult Education	1	24	0.6	3.49%
Army National Guard	0	0	0.0	0.00%
Community College	1	16	0.4	2.33%
CSBG	0	0	0.0	0.00%
Department of Commerce	0	0	0.0	0.00%
Department of Probation, Parole, and Pardon Services	0	0	0.0	0.00%
Department of Rehabilitation Services	0	0	0.0	0.00%
Experience Works	1	24	0.6	3.49%
Job Corps	0	0	0.0	0.00%
JVSG	2	80	2.0	11.63%
Migrant Council	0	0	0.0	0.00%
RTA	0	0	0.0	0.00%
State Housing Finance and Development Authority	0	0	0.0	0.00%
TANF	0	0	0.0	0.00%
TAA	1	24	0.6	3.49%
Wagner-Peyser ES	4	160	4.0	23.26%
WIOA Adult, Dislocated Worker, and Youth Programs	9	360	9.0	52.33%
YouthBuild Public Charter School	0	0	0.0	0.00%
Commission of Native American Affairs	<i>These partners are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals.</i>			
UI				
TOTALS	19	688	17.2	100%

C County American Job Center (Affiliate)

Partner Program	# of Staff	Weekly Staff Hours	# of FTEs	% of Total FTEs
Adult Education	1	16	0.4	3.51%
Army National Guard	0	0	0.0	0.00%
Community College	1	8	0.2	1.75%
CSBG	0	0	0.0	0.00%
Department of Commerce	0	0	0.0	0.00%
Department of Probation, Parole, and Pardon Services	0	0	0.0	0.00%
Department of Rehabilitation Services	0	0	0.0	0.00%
Experience Works	1	16	0.4	3.51%
Job Corps	0	0	0.0	0.00%
JVSG	1	40	1.0	8.77%
Migrant Council	0	0	0.0	0.00%
RTA	0	0	0.0	0.00%
State Housing Finance and Development Authority	0	0	0.0	0.00%
TANF	0	0	0.0	0.00%
TAA	1	16	0.4	3.51%
Wagner-Peyser ES	3	120	3.0	26.32%
WIOA Adult, Dislocated Worker, and Youth Programs	6	240	6.0	52.63%
YouthBuild Public Charter School	0	0	0.0	0.00%
Commission of Native American Affairs	<i>These partners are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals.</i>			
UI				
TOTALS	14	456	11.4	100%

Roles and Responsibilities of Partners

The Parties to this agreement will work closely together to ensure that all XYZ American Job Centers are high-performing work places 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 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 American Job Center network.

◆ 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 American Job Center network 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 American Job Center network,
- ❖ Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners,
- ❖ Leverage additional funding for the American Job Center network 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.

◆ One-Stop Operator

ABC, Inc. will employ three (3) Center Managers⁶ (see [American Job Centers](#) section above) who will act as “functional leaders”. As such, they will have the authority to organize and supervise 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:

- ❖ 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.

⁶ 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.

- ❖ Assist the Local WDB in establishing and maintaining the **American Job Center network 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 American Job Center network **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 American Job Center network 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 percent⁷ 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,

⁷ The percentage provided here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement on the one-stop center staff.

- ❖ 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 American Job Center network 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.

HELPFUL TIP – “MACHINE-READABLE FORMAT”

Note that “machine readable” is not synonymous with “digitally accessible.” For more information, please refer to <https://www.data.gov/developers/blog/primer-machine-readability-online-documents-and-data>.

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 American Job Center network,
- ❖ 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 American Job Centers and all Partner agencies is essential to meeting the requirements and goals of the XYZ American Job Center network. 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 Local WDB will work with the Any State Workforce Development Board (State WDB) to ensure that job seekers 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 XYZ Local WDB 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 American Job 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 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 American Job Center network.

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>. For more information and resources go to <https://ion.workforcegps.org/resources/2016/09/30/12/11/AJC-Common-Identifier-and-Branding>.

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.

1. 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.
2. 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.
3. 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 $\frac{2}{3}$ majority⁹ consent of the Executive Committee members present.
4. 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.
5. 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.
6. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
7. 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.

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:

⁸ The time frame specified here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement.

⁹ The percentage used here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement.

- ❖ 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. Section 1352), 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.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 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 State of Any State. 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.

2. Kickoff Meeting

The XYZ Local WDB Chair (or designee) is responsible for convening all required and optional American Job Center Partners to formally kick-off negotiations, and to ensure that, at a minimum, all American Job Center Partners from all counties within the XYZ Local WDA are appropriately represented. The kickoff meeting should take place no later than within four (4) weeks¹⁰ 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.

3. 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.

4. Draft MOU

Within six (6) weeks¹¹ of the kickoff meeting, the XYZ Local WDB Chair (or designee) must email a complete draft of the MOU to all Parties.

5. Review and Comment

Within three (3) weeks¹² 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 American Job Center Partners to the MOU are aware of the comments and revisions that are needed.

¹⁰ 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.

¹¹ 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.

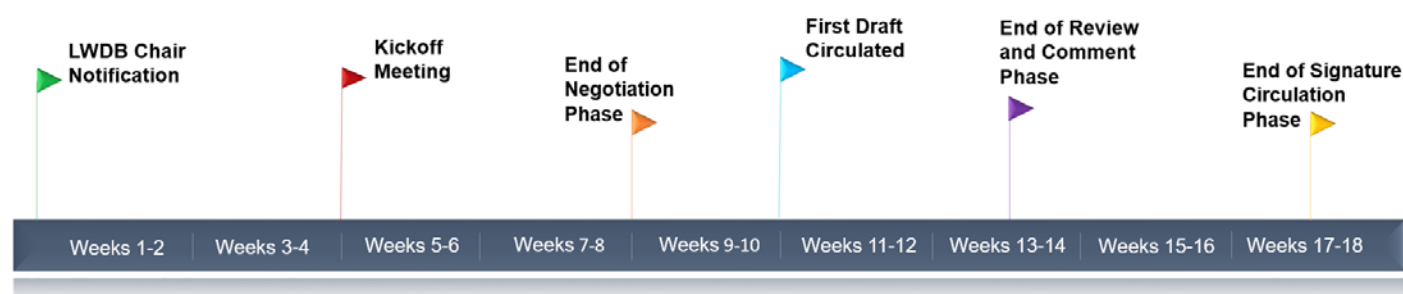
¹² The time period incorporated here, and throughout this Sample MOU, is for hypothetical purposes only. Neither WIOA nor its implementing regulations impose such a requirement.

6. Finalized Draft

The XYZ Local WDB Chair (or designee) must circulate the finalized MOU and secure Partner signatures within four (4) weeks¹³ 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.

MOU Development Timeline



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 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

¹³ 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.

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 is followed.

3. Signatures

The XYZ Local WDB Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks¹⁴. 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.

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.

¹⁴ 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.

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) days¹⁶ 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.

¹⁵ 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.

¹⁶ 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.

One-Stop Operating Budget

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 American Job Center network. 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 American Job Center 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 one-stop operating budget the master budget that is necessary to maintain the XYZ Local WDA's high-standard American Job Center network. 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)),
- ❖ 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.

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, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System.

One-Stop Operating Budget

Cost Category	Cost Pool	Cost Item	A County	B County	C County	Total
Career Services	Consultants & Contract Expenses	External Workshop Conductors	\$179,163	\$59,721	\$39,814	\$278,698
Career Services	Consultants & Contract Expenses	Resource Room Staffing	\$168,333	\$56,111	\$37,407	\$261,851
Infrastructure Costs	Accessibility Software & Tools	Assistive Technology for Individuals with Disabilities	\$10,050	\$3,350	\$2,233	\$15,633
Infrastructure Costs	General Office Expense	Postage and Freight	\$31,667	\$10,556	\$7,037	\$49,260
Infrastructure Costs	General Office Expense	Printing	\$16,880	\$5,627	\$3,751	\$26,258
Infrastructure Costs	Outreach Costs	Outreach	\$15,600	\$5,200	\$3,467	\$24,267
Shared Services	Consultants & Contract Expenses	Intake and Triage Staff	\$145,000	\$48,333	\$32,222	\$225,555
Shared Services	Contracted Services	Front Desk Staffing	\$40,117	\$13,372	\$8,915	\$62,404
Shared Services	Software	Assessment Software/System	\$8,037	\$2,679	\$1,786	\$12,502
Infrastructure Costs	Equipment Costs	Equipment Repairs/Maintenance	\$25,370	\$8,457	\$5,638	\$39,465
Infrastructure Costs	Equipment Costs	Purchase of new Equipment	\$18,667	\$6,222	\$4,148	\$29,037
Infrastructure Costs	General Office Expense	Internet Connections - Common/Shared Areas ¹⁷	\$1,593	\$382	\$234	\$2,209
Infrastructure Costs	General Office Expense	Office Supplies	\$40,217	\$13,406	\$8,937	\$62,560
Infrastructure Costs	General Office Expense	Telephone Lines - Common/Shared Areas ⁸	\$1,063	\$386	\$257	\$1,706
Shared Services	Travel/Training Costs	Training - Staff	\$119,000	\$39,667	\$26,444	\$185,111
Infrastructure Costs	General Office Expense	Internet Connections - Office Areas	\$3,693	\$1,374	\$936	\$6,003
Infrastructure Costs	General Office Expense	Telephone Lines - Office Areas	\$7,037	\$2,314	\$1,543	\$10,894
Infrastructure Costs	Facilities	Insurance	\$15,067	\$5,022	\$3,348	\$23,437

¹⁷ Common/shared areas include such areas as resource rooms, conference rooms, classrooms, workshop rooms, staff break room/kitchen, bathrooms, etc.

Cost Category	Cost Pool	Cost Item	A County	B County	C County	Total
Infrastructure Costs	Facilities	Lease	\$225,820	\$75,273	\$50,182	\$351,275
Infrastructure Costs	General Office Expense	Legal Notices	\$4,017	\$1,339	\$893	\$6,249
Infrastructure Costs	Signage	Signage	\$8,260	\$2,753	\$1,836	\$12,849
Infrastructure Costs	Utilities & Maintenance	Electricity	\$18,071	\$6,024	\$4,016	\$28,111
Infrastructure Costs	Utilities & Maintenance	Janitorial Services	\$26,217	\$8,739	\$5,826	\$40,782
Infrastructure Costs	Utilities & Maintenance	Landscaping/Groundskeeping	\$14,017	\$4,672	\$3,115	\$21,804
Infrastructure Costs	Utilities & Maintenance	Pest Control	\$5,383	\$1,794	\$1,196	\$8,373
Infrastructure Costs	Utilities & Maintenance	Trash	\$3,267	\$1,089	\$726	\$5,082
Infrastructure Costs	Utilities & Maintenance	Water	\$13,267	\$4,422	\$2,948	\$20,637
Shared Services	Contracted Services	Security	\$85,333	\$28,444	\$18,963	\$132,740
TOTALS			\$1,250,206	\$416,728	\$277,818	\$1,944,752

Cost Allocation Methodology

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 American Job 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 American Job Centers, a significant number of UI customers and a small number of INA customers use the American Job Center network 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.

These services are utilized in direct benefit of the UI and INA programs and in support thereof and will, therefore, be proportionately paid for.

The XYZ Local WDA selected five different allocation bases – as outlined in the **Allocation Bases per Cost Item** section below – to determine overall Partner contributions. This was done in an effort:

- a) To remedy the imbalance of non-physically represented Partners, and
- b) 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.

HELPFUL TIP – COST ALLOCATION

For more information or help with cost allocation, please review the [Cost Allocation and Cost Allocation Plans \(CAPs\)](#) online training module available on [WorkforceGPS](#).

Allocation Bases per Cost Item

Cost Category	Cost Pool	Cost Item	Allocation Base
Career Services	Consultants & Contract Expenses	External Workshop Conductors	Customers Served
Career Services	Consultants & Contract Expenses	Resource Room Staffing	Customers Served
Infrastructure Costs	Accessibility Software & Tools	Assistive Technology for Individuals with Disabilities	Customers Served
Infrastructure Costs	General Office Expense	Postage and Freight	Customers Served
Infrastructure Costs	General Office Expense	Printing	Customers Served
Infrastructure Costs	Outreach Costs	Outreach	Customers Served
Shared Services	Consultants & Contract Expenses	Intake and Triage Staff	Customers Served
Shared Services	Contracted Services	Front Desk Staffing	Customers Served
Shared Services	Software	Assessment Software/System	Customers Served
Infrastructure Costs	Equipment Costs	Equipment Repairs/Maintenance	FTE
Infrastructure Costs	Equipment Costs	Purchase of new Equipment	FTE
Infrastructure Costs	General Office Expense	Internet Connections - Common/Shared Areas	Customers Served
Infrastructure Costs	General Office Expense	Office Supplies	FTE
Infrastructure Costs	General Office Expense	Telephone Lines - Common/Shared Areas	Customers Served
Shared Services	Travel/Training Costs	Training - Staff	FTE
Infrastructure Costs	General Office Expense	Internet Connections - Office Areas	Number of Internet Connections
Infrastructure Costs	General Office Expense	Telephone Lines - Office Areas	Number of Telephone Lines
Infrastructure Costs	Facilities	Insurance	Resource Room: Customers Served Remaining Areas: Square Footage Divided by respective square footage.
Infrastructure Costs	Facilities	Lease	Resource Room: Customers Served Remaining Areas: Square Footage Divided by respective square footage.

Cost Category	Cost Pool	Cost Item	Allocation Base
Infrastructure Costs	General Office Expense	Legal Notices	Resource Room: Customers Served Remaining Areas: Square Footage <i>Divided by respective square footage.</i>
Infrastructure Costs	Signage	Signage	Resource Room: Customers Served Remaining Areas: Square Footage <i>Divided by respective square footage.</i>
Infrastructure Costs	Utilities & Maintenance	Electricity	Resource Room: Customers Served Remaining Areas: Square Footage <i>Divided by respective square footage.</i>
Infrastructure Costs	Utilities & Maintenance	Janitorial Services	Resource Room: Customers Served Remaining Areas: Square Footage <i>Divided by respective square footage.</i>
Infrastructure Costs	Utilities & Maintenance	Landscaping/Groundskeeping	Resource Room: Customers Served Remaining Areas: Square Footage <i>Divided by respective square footage.</i>
Infrastructure Costs	Utilities & Maintenance	Pest Control	Resource Room: Customers Served Remaining Areas: Square Footage <i>Divided by respective square footage.</i>
Infrastructure Costs	Utilities & Maintenance	Trash	Resource Room: Customers Served Remaining Areas: Square Footage <i>Divided by respective square footage.</i>
Infrastructure Costs	Utilities & Maintenance	Water	Resource Room: Customers Served Remaining Areas: Square Footage <i>Divided by respective square footage.</i>
Shared Services	Contracted Services	Security	Resource Room: Customers Served Remaining Areas: Square Footage <i>Divided by respective square footage.</i>

Partner Contribution Amounts

This table shows how much each Partner will contribute each year (broken down by allocation base and by cost category) to the cost of operating the American Job Center network in the XYZ Local WDA.

◆ By Allocation Base

Partner Program	Square Footage Cost	Internet Connections Cost	Telephone Lines Cost	FTE Cost	Customers Served Cost	Total
Adult Education	\$12,858	\$154	\$269	\$7,075	\$13,589	\$33,945
Army National Guard	\$3,100	\$35	\$66	\$1,563	\$4,418	\$9,183
Commission of Native American Affairs	\$0	\$0	\$0	\$0	\$970	\$970
Community College	\$7,669	\$91	\$161	\$3,932	\$3,170	\$15,023
CSBG	\$1,240	\$14	\$27	\$782	\$754	\$2,817
Department of Commerce	\$7,441	\$70	\$133	\$3,909	\$19,610	\$31,162
Department of Probation, Parole, and Pardon Services	\$3,100	\$35	\$66	\$1,563	\$10,990	\$15,755
Department of Rehabilitation Services	\$3,100	\$35	\$66	\$1,563	\$4,418	\$9,183
Experience Works	\$14,971	\$185	\$326	\$7,857	\$5,580	\$28,919
Job Corps	\$3,100	\$35	\$66	\$1,563	\$3,232	\$7,997
JVSG	\$47,975	\$579	\$1,050	\$31,384	\$36,324	\$117,311
Migrant Council	\$5,580	\$70	\$133	\$3,909	\$7,973	\$17,665
RTA	\$5,580	\$70	\$133	\$3,909	\$10,990	\$20,682
State Housing Finance and Development Authority	\$3,100	\$35	\$66	\$1,563	\$3,125	\$7,890
TANF	\$5,580	\$70	\$133	\$2,345	\$6,573	\$14,701
TAA	\$27,373	\$324	\$591	\$15,674	\$51,595	\$95,557

Partner Program	Square Footage Cost	Internet Connections Cost	Telephone Lines Cost	FTE Cost	Customers Served Cost	Total
UI	\$0	\$0	\$0	\$0	\$304,039	\$304,039
Wagner-Peyser ES	\$115,773	\$1,236	\$2,228	\$66,730	\$322,316	\$508,283
WIOA Adult, Dislocated Worker, and Youth Programs	\$263,924	\$2,897	\$5,248	\$156,942	\$248,559	\$677,570
YouthBuild Public Charter School	\$12,401	\$70	\$133	\$3,909	\$9,589	\$26,102
TOTALS	\$543,868	\$6,003	\$10,894	\$316,173	\$1,067,813	\$1,944,752

◆ By Cost Category

Partner Program	Infrastructure Costs	Shared Services	Career Services	Total
Adult Education	\$16,201	\$10,865	\$6,879	\$33,945
Army National Guard	\$4,042	\$2,885	\$2,256	\$9,183
Commission of Native American Affairs	\$181	\$294	\$495	\$970
Community College	\$8,595	\$4,822	\$1,606	\$15,023
CSBG	\$1,493	\$939	\$385	\$2,817
Department of Commerce	\$11,404	\$9,741	\$10,017	\$31,162
Department of Probation, Parole, and Pardon Services	\$5,267	\$4,874	\$5,614	\$15,755
Department of Rehabilitation Services	\$4,042	\$2,885	\$2,256	\$9,183
Experience Works	\$16,762	\$9,335	\$2,822	\$28,919
Job Corps	\$3,821	\$2,526	\$1,651	\$7,997
JVSG	\$59,800	\$39,118	\$18,393	\$117,311
Migrant Council	\$7,753	\$5,840	\$4,073	\$17,665
RTA	\$8,315	\$6,753	\$5,614	\$20,682

State Housing Finance and Development Authority	\$3,800	\$2,493	\$1,596	\$7,890
TANF	\$6,843	\$4,500	\$3,357	\$14,701
TAA	\$39,110	\$30,331	\$26,116	\$95,557
UI	\$58,574	\$91,751	\$153,715	\$304,039
Wagner-Peyser ES	\$185,450	\$159,920	\$162,913	\$508,283
WIOA Adult, Dislocated Worker, and Youth Programs	\$330,954	\$220,723	\$125,894	\$677,570
YouthBuild Public Charter School	\$13,485	\$7,719	\$4,898	\$26,102
TOTALS	\$785,891	\$618,312	\$540,549	\$1,944,752

For detailed information regarding the calculation of contribution amounts, please refer to the following four (4) MOU attachments:

- ❖ Cost Allocation and Partner Contributions - A County
- ❖ Cost Allocation and Partner Contributions - B County
- ❖ Cost Allocation and Partner Contributions - C County
- ❖ Cost Allocation and Partner Contributions - TOTAL

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 fifteen (15) days¹⁸ 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 the 1st month of each 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 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 XYZ Local WDB 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 quarter.
- ❖ The XYZ Local WDB will submit the invoices to the Partners and send a copy of the updated budget to all Parties no later than forty-five (45) days¹⁹ after the end of each quarter. The Partners understand that the timeliness of the XYZ Local WDB's preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each Partner in providing the necessary cost information. For Partners that advance funds to the Local area, the XYZ Local WDB will only send a copy of the updated budget.
- ❖ Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to the XYZ Local WDB no later than fifteen (15) days²⁰ 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 XYZ Local WDB 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 XYZ Local WDB in writing. The XYZ Local WDB will review the disputed cost items and respond accordingly to the Partner and Local WDB within ten (10) days²¹ of receipt of notice of the disputed costs. When necessary, the XYZ Local WDB will revise the invoice and the adjusted budget upon resolution of the dispute.

¹⁸ 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.

¹⁹ 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.

²⁰ 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.

²¹ 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.

Infrastructure Funding Agreement

American Job Center infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the American Job Center, 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 American Job Center or not. 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

Cost Category	Cost Pool	Cost Item	A County	B County	C County	Total
Infrastructure Costs	Accessibility Software/Tools	Assistive Technology for Individuals with Disabilities	\$10,050	\$3,350	\$2,233	\$15,633
Infrastructure Costs	General Office Expense	Postage and Freight	\$31,667	\$10,556	\$7,037	\$49,260
Infrastructure Costs	General Office Expense	Printing	\$16,880	\$5,627	\$3,751	\$26,258
Infrastructure Costs	Outreach Costs	Outreach	\$15,600	\$5,200	\$3,467	\$24,267
Infrastructure Costs	Equipment Costs	Equipment Repairs/Maintenance	\$25,370	\$8,457	\$5,638	\$39,465
Infrastructure Costs	Equipment Costs	Purchase of new Equipment	\$18,667	\$6,222	\$4,148	\$29,037
Infrastructure Costs	General Office Expense	Internet Connections - Common/Shared Areas ²²	\$1,593	\$382	\$234	\$2,209
Infrastructure Costs	General Office Expense	Office Supplies	\$40,217	\$13,406	\$8,937	\$62,560
Infrastructure Costs	General Office Expense	Telephone Lines - Common/Shared Areas	\$1,063	\$386	\$257	\$1,706
Infrastructure Costs	General Office Expense	Internet Connections - Office Areas	\$3,693	\$1,374	\$936	\$6,003
Infrastructure Costs	General Office Expense	Telephone Lines - Office Areas	\$7,037	\$2,314	\$1,543	\$10,894
Infrastructure Costs	Facilities	Insurance	\$15,067	\$5,022	\$3,348	\$23,437
Infrastructure Costs	Facilities	Lease	\$225,820	\$75,273	\$50,182	\$351,275
Infrastructure Costs	General Office Expense	Legal Notices	\$4,017	\$1,339	\$893	\$6,249
Infrastructure Costs	Signage	Signage	\$8,260	\$2,753	\$1,836	\$12,849
Infrastructure Costs	Utilities & Maintenance	Electricity	\$18,071	\$6,024	\$4,016	\$28,111

²² Common/shared areas include such areas as resource rooms, conference rooms, classrooms, workshop rooms, staff break room/kitchen, bathrooms, etc.

Infrastructure Funding Agreement



Cost Category	Cost Pool	Cost Item	A County	B County	C County	Total
Infrastructure Costs	Utilities & Maintenance	Janitorial Services	\$26,217	\$8,739	\$5,826	\$40,782
Infrastructure Costs	Utilities & Maintenance	Landscaping/Groundskeeping	\$14,017	\$4,672	\$3,115	\$21,804
Infrastructure Costs	Utilities & Maintenance	Pest Control	\$5,383	\$1,794	\$1,196	\$8,373
Infrastructure Costs	Utilities & Maintenance	Trash	\$3,267	\$1,089	\$726	\$5,082
Infrastructure Costs	Utilities & Maintenance	Water	\$13,267	\$4,422	\$2,948	\$20,637
TOTALS			\$505,223	\$168,401	\$112,267	\$785,891

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](#) section of the MOU.

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 XYZ Local WDA American Job Center network.

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](#) 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.

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.

◆ 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, 2017²³ (three months²⁴ prior to the projected MOU start date), according to the Any State Workforce Development Policy Number 03-16, Infrastructure Funding.

◆ Step 2: Negotiation materials provided to 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 days²⁵ 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, or draft IFAs.

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

²³ The date incorporated here is hypothetical, only for purposes of this Sample MOU. Neither WIOA nor its implementing regulations impose such a requirement. The Governor of each State must set the deadline applicable to the State.

²⁴ 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.

²⁵ 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.

◆ Step 3: Governor Determinations and Calculations²⁶

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.

◆ 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.

²⁶ These steps are outlined in greater detail in TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System.

HELPFUL TIP – ADDITIONAL PARTNERS AND OTHER EXCEPTIONS

During the negotiation process of an MOU, Local WDBs should make all Partners aware of the following information (as outlined in TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System):

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.

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.

Definitions

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 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

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); 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)]

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 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 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 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 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 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-Cash²⁷

- ❖ 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-kind⁵

- ❖ 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]

²⁷ 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.

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 Objective

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 §§ 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 (see list on page 6).

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 Operating Budget
☐ 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 Operating Budget
☐ 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:

- a) In three years,
b) Upon amendment, modification, or termination, or
c) On June 30, 2020, whichever occurs earlier.

Signature

Date

Printed Name and Title

Agency Name

Agency Contact Information