

Memorandum of Understanding

Between

Region III Workforce Development Board of Kanawha County, Inc.

And

American Job Center (One-Stop) Partners



Region III Workforce Development Board of Kanawha County, Inc. (WDB-KC)

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A proud partner of the



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## **Memorandum of Understanding**

**Between**

**Region III Workforce Development Board of Kanawha County, Inc.**

**And**

**Region III One-Stop Partners**

This Memorandum of Understanding (“MOU”) is entered into in the spirit of cooperation and collaboration between the Region III Workforce Development Board of Kanawha County, Inc. (“WDB-KC”), with approval from the Kanawha County Local Elected Official Board (“LEO Board”), and the One-Stop Center Partners, is pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014. It is understood that the development and implementation of One-Stop Career Centers and sites will require mutual trust and teamwork between the One-Stop partnering agencies, all working together to accomplish shared goals.

### **I. Background**

The Workforce Innovation and Opportunity Act of 2014 (“WIOA”) amends the Workforce Investment Act (“WIA”) of 1998 to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth.

Section 121 (b)(1)(B) of the WIOA identifies the entities that are required partners in the local One-Stop system. This MOU sets forth the terms of agreement between the WDB-KC, One-Stop Partners, and the Region III Chief Local Elected Official (“CLEO”) for cooperation and consultation regarding the implementation of the WIOA in the Region III Workforce Development Board area. The required Partners identified below are the entities responsible for administering program and activities in Region.

### **II. Purpose**

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

WDB-KC seeks to establish a system of integrated agencies in One-Stop Centers, also known as American Job Centers, to provide 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 MOU is to define the parameters within which education, workforce economic development, and other Partner programs and entities operating in the WDB-KC area create a seamless, customer-focused One-Stop network that aligns service delivery across the board and enhances access to programs and services. This will allow Partners to build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will also increase customer access and performance outcomes.

### III. Vision

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

### IV. 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.

### V. Goals

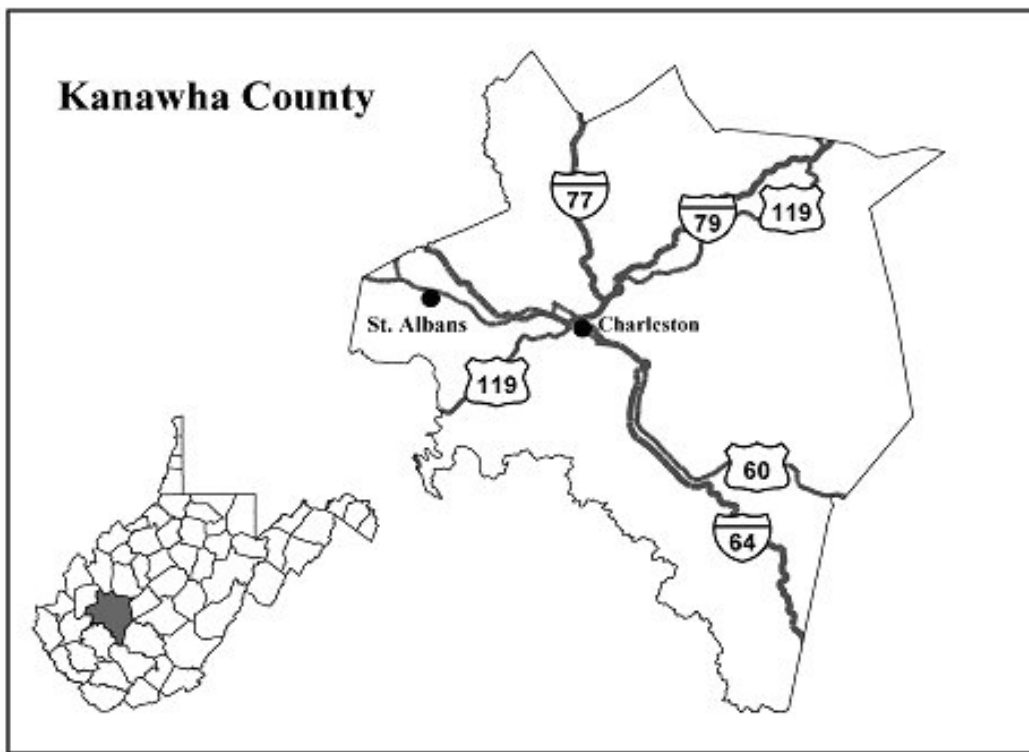
- Workforce Development System Integration
  - Promote program integration in order to overcome silos and achieve unified goals
  - Cross-training across all workforce development staff and Partner agencies
  - Maintain frequent communication with all One-Stop Partners
  - Shared data among Partners
  - Providing and promoting universal access to programs and services
  
- Customer-Driven Approaches with both Jobseekers and Employers
  - Work with employers to identify true workforce needs
  - Assess skill gaps of individuals seeking employment and/or training
  - Ensure individuals with barriers to employment, especially those with disabilities, have increased access to and opportunities for employment, education, training, and support services
  - Make available programs and services that meet the needs of both employers and individuals
  - Programs and services are easily accessible
  
- Career Pathways Development
  - Ensure Career Pathways development as set forth in WIOA is followed, including:
    - Career Services, recruitment, outreach, intake, orientation, assessment, job search, placement, career counseling, and follow-up services
  - Enhance the current Career Pathways system
  - Educate individuals (job seekers and employers) and encourage Career Pathways in training and employment environments.
  
- Increase Opportunities for Youth
  - Allowing for flexibility in enrollment (self-attestation, co-enrollment, career pathways, and retention)
  - Make youth services a priority within the One-Stop system
  - Offer a clear path from their current situation to success

## VI. One-Stop Structure

WDB-KC primarily serves individuals and employers from Kanawha County; however, serving customers outside of the area may be considered on a case-by-case basis.

WDB-KC has one (1) Comprehensive One-Stop Center that is 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 center offers an array of services designed to match talent with opportunities.

### Kanawha County Comprehensive One-Stop Center:



Location: 1321 Plaza East, Charleston, WV 25301	Operating Hours: Monday – Friday 8:30am – 5:00pm
Phone: (304) 558-0342	Website: <a href="http://www.workforcewv.org">www.workforcewv.org</a>

The Comprehensive Center consists of WIOA Required and Additional One-Stop Partner Programs. The chart below identifies the **Required Programs**:

<b>Required Department of Labor Programs</b>	
Adult (WIOA Title I)	Senior Community Service Employment Program ("SCSEP") (Title V of the Older Americans Act of 1965)
Dislocated Worker (WIOA Title I)	Trade Adjustment Assistance activities ("TAA") (Trade Act of 1974, as amended)
YouthBuild (WIOA Title I)	Unemployment Compensation programs
Indian and Native American programs (WIOA Title I)	Wagner-Peyser Act ES, as authorized under the Wagner-Peyser Act, as amended by WIOA Title III ("Employment Services")
National Farmworker Jobs programs (NFJP)/Migrant and Seasonal Farmworker programs (WIOA Title I)	Reentry Employment Opportunities program ("REO") (formerly referred to as the Reintegration of Ex-Offenders (ReXO) Program) (Section 212 of the Second Chance Act of 2007 and WIOA Sec. 169)
Job Corps (WIOA Title I)	
<b>Required Department of Education Programs</b>	
AEFLA program (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
State Vocational Rehabilitation program, authorized under Title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV	
<b>Required Department of Health and Human Services Programs</b>	
Programs authorized under the Social Security Act Title IV, part A (TANF)	Community Services Block Grant ("CSBG") Employment and Training activities (Community Services Block Grant Act)

**Additional Partners May Include, but are not limited to:**

- Social Security Administration
- Employment and Training Programs
- Supplemental Nutrition and Assistance Program ("SNAP")
- National and Community Service Act Programs
- Mental Health Programs
- Transportation Agencies

**VII. One-Stop Operator**

WDB-KC has selected the One-Stop Operator, Human Resource Development Foundation (“HRDF”), through a competitive process in accordance with Uniform Guidance 2 CFR part 200, WIOA and its implementing regulations and local WIB procurement policies. The State requires that the One-Stop Operator is re-competed minimally every 3 years and no later than every 4 years. Functional details are outlined in the Roles and Responsibilities of Partners section, under One Stop Operator. Questions or concerns regarding the procurement process should be directed to WDB-KC.

**VIII. Partner Services**

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the One-Stop network system. Additional services may be provided on a case by case basis and with approval of WDB-KC and the One-Stop Operator.

<b>Business Services</b>		
Serve as a single point of contact for businesses, responding to 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 (“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 (“ITA’s”) 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, such as apprenticeships

<b>Job Seeker Services</b>		
<b>Basic Career Services</b>	<b>Individualized Career Services</b>	<b>Training Services</b>
Outreach, intake and orientation to the information, services, programs, tools and resources available through the workforce system	Comprehensive and specialized assessments of skill levels and service needs	Occupational skills training through Individual Training Accounts (“ITA’s”)
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)	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
Access to employment opportunities and labor market information	Referral to training services	On-the-Job Training (“OJT”)
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Incumbent Worker Training
Information on program performance in the local area	Individual counseling and career planning	Training programs offered 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, soft skills, 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	Other training services as determined by the workforce partner’s governing rules



<b>Youth Services</b>	
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, or for a 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: <ul style="list-style-type: none"> <li>○ Summer employment opportunities</li> <li>○ Year-round employment opportunities</li> <li>○ Pre-apprenticeship programs</li> <li>○ Internships and job shadowing</li> <li>○ On-the-Job Training opportunities</li> </ul>	Occupational skills training, which shall include consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations
Education offered concurrently with an 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, such a career awareness, career counseling, and career exploration services	Activities that help youth prepare for and transition to postsecondary education and training

## **IX. Roles and Responsibilities**

The Parties to this agreement will work closely together to ensure that all WDB-KC One-Stop Centers and the Virtual One Stop are high-performing workplaces 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 Section 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 631.38),
- 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:

- Make available to participants through the One-Stop delivery system the basic, individualized, and training services that are applicable to the Partner's programs,
- Use a portion of funds made available to the Partner's program, to the extent not inconsistent with the Federal law authorizing the Partner's program, to create and maintain the One-Stop delivery system; and provide basic services,
- Participate in and commit resources, as appropriate, to ensure all business services are coordinated between partners to reduce duplication and provide the best mix of services,
- Commit to the effective flow and referral of customers through the One-Stop Center,
- 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 the privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by a party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

**WDB-KC:**

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

- In collaboration with applicable One-Stop Partners, develop and submit a regional plan that includes a description of the activities that shall be undertaken by the WDB-KC and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy.
- Design and approve the One-Stop network structure. This includes, but is not limited to:
  - Adequate and accessible One-Stop Center location(s) and facilities,
  - Adequate and accessible Virtual One Stop services,
  - 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.
- Designate, through a competitive process, oversight, monitoring, implementation of any corrective action, and, if applicable, terminate the One-Stop Operator(s).
- Provide operational and grant-specific guidance to the One-Stop Operator.
- Determine the role and day-to-day duties of the One-Stop Operator.
- Approve annual budget allocations for operation of the One-Stop network.
- Help the One-Stop Operator recruit operational Partners and negotiate MOUs with new Partners.
- Leverage additional funding for the One-Stop network to operate and expand One-Stop customer activities and resources.
- Investigate and resolve elevated customer complaints and grievance issues, and
- Review and evaluate the performance of the WDB-KC One-Stop Operator.

**One-Stop Operator:**

The One-Stop Operator will collaborate with One-Stop Center Manager(s) and will have the authority to organize and coordinate with Partner staff, in order to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member’s employ of record. The One-Stop Operator, through the Center Manager(s) will, at a minimum:

- Coordinating Partner daily operations, including, but not limited to:
  - Partner responsibilities, as defined in this MOU,
  - Scheduling in the One-Stop Center
  - Scheduling within the Virtual One-Stop Center environment

- Assist the WDB-KC in establishing and maintaining the One-Stop 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 as the ones outlined in WIOA Sec. 134(c)(2) are available and accessible,
  - Ensuring that WDB-KC policies are implemented and adhered to,
  - Adhering to the provisions outlined in the contract with WDB-KC and the regional plan,
  - Reinforcing strategic objectives of the WDB-KC 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.
- Coordinate and host Quarterly Partner meetings, that includes cross-training of Partners on programs and other relevant information.
- Orientation for new Partners joining the One-Stop Network.
- Functional alignment includes having One-Stop Center staff who perform similar tasks on relevant functional teams (e.g. Business Services Team, Skills Development Team, etc.).
- Service integration focuses on serving all customers seamlessly 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 One-Stop Center network performance. This includes, but is not limited to:
  - Providing and/or contributing to reports of center activities, as requested by the WDB-KC,
  - Providing input to the formal leader(s) (partner program official) on the work performance of staff under their purview,
  - Identifying and facilitating the timely resolution of complaints, problems, and other issues,
  - Collaborating with the WDB-KC and Partners on efforts designed to ensure the meeting of program performance measures, and
  - 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 based on findings.

## **Partners**

Each Partner commits to the cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the One-Stop Operator,

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

## **X. 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 WDB-KC One-Stop Center.
- 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 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.
- Commit to actively follow up on the results of referrals and assuming that Partner resources are being leveraged at an optimal level.

## **XI. Outreach and Branding**

The WDB-KC and its Partners will seek to develop and implement a strategic outreach plan that will include, at a minimum:

- An outreach and recruitment plan to the region's job seekers, including targeted populations most at-risk or most in need,
- An outreach and recruitment plan for at-risk youth,
- An outreach plan to employers in the region,
- Sector strategies and career pathways,
- Connections to registered apprenticeship,

- A plan for communicating to internal audiences,
- Regular use of the Virtual One Stop environment and social media,
- Clear objectives and expected outcomes, and
- Leveraging of any statewide outreach materials relevant to the region.

A common identifier is required when communicating within and outside of the One-Stop Center network. In addition to using any state or locally developed identifier, Partners should use “The American Job Center Network” as 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>.

## **XII. Data Sharing and Confidentiality**

All Partners must recognize the critical nature of protecting and using information/data in the most appropriate manner. Each Partner entering this MOU has the obligation and authority to control the use and access of information/data collected or generated as part of its specific work. All labor market information, job leads, programmatic and participant information, as reported on standard forms, will be accessible as allowable and appropriate. Partners agree ensure confidentiality of records, paper or electronic, throughout the One-Stop Centers.

## **XIII. Equal Opportunity and Nondiscrimination Obligations**

Partners acknowledge familiarity with applicable federal and state laws, rules, regulations, polices, procedures, and reporting requirements and will abide by them. This includes, but is not limited to, 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 Act 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.

All Partners 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, or (iii) the physical or mental disability of a qualified individual with a disability.

## **XIV. Accessibility**

Accessibility to the services provided by the One-Stop Center, Virtual One Stop and all Partner agencies is essential to meeting the requirements and goals of the WDB-KC One-Stop Center network. Job seekers and employers 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.

**Virtual Accessibility:**

The WDB-KC will work with Workforce WV to ensure that job seekers and employers 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.

**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 visual impairments, and individuals with speech-language impairments.

**Programmatic Accessibility:**

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state and 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 One-Stop Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or educational level. Reasonable accommodations will be made available, as needed, to ensure physical and programmatic accessibility within the One-Stop network.

**XV. Priority of Service**

All Partners certify that they will adhere to all statues, 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 services 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 recruit from special populations that are a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient individuals, and English language learners.

**XVI. Development of MOU/Steps to Reach Consensus**

**Step 1 Notification of Partners**

The Executive Director of the WDB-KC (or designee) will notify all Parties of this MOU in writing that it is necessary to amend, renew, and/or execute this Agreement and provide all applicable policies, proposed amendment or changes, and the preceding One-Stop Partners MOU document, as applicable.

**Step 2 Meetings**

The WDB-KC and One-Stop Operator will convene a meeting of the core and mandated Partners, and other community partners. Highlights of the meeting will cover relevant DOL TEGs as applicable to the WIOA and One-Stop operations. Pending changes or amendments will be identified prior to the meeting date and sent to partners and/or designated representatives as soon as possible. Other matters of relative interest may also be discussed. Participants will have an opportunity to discuss concerns, objections, consensus, etc. Meetings may be conducted in person or via conference call. Communications with Partners may occur through telephone, email, U.S. mail, or electronic visual/audio communication if available.

**Step 3 Negotiations**

Once Partners have received notification that a change or amendment is requested or required, the Partner agencies will have a specified time to act, provide feedback, discuss in either a formal or informal venue. An informational meeting will be convened, and if necessary, negotiations of/for the change with a specific agency, or all Partners should the change be mandated.

**Step 4 Draft Agreement**

Once the change has been agreed to, or in the case of a mandate, the WDB-KC and One-Stop Operator will prepare a draft Agreement with all the pertinent changes in place and distribute to all mandated Partners within three (3) weeks unless there is a mandated timeframe which would be pre-determined.

**Step 5 Review and Comment Period**

All Partners are advised to review the revision/draft of the Agreement with their pertinent staff and legal organization as soon as possible. Any questions, comments or concerns should be



addressed to the WDB-KC Executive Director immediately. Once all feedback has been secured and changes approved by the Partners, a final Agreement will be issued by WDB-KC.

**Step 6 Finalized Draft**

The WDB-KC and One-Stop Operator will circulate the finalized Agreement and secure our Partner signatures. This Agreement will be considered fully executed once all signature have been 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 WDB-KC and the One-Stop Operator must ensure that the dispute resolution process is followed.

**XVII. Modification Process**

Modifications to this MOU may be requested by any Party to this MOU, following the process below:

**Step 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).

**Step 2: Discussion/Negotiation:**

Upon notification, the WDB-KC and the One-Stop Operator 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 WDB-KC and One-Stop Operator 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 WDB-KC, wherein the new Party assumes all of the rights and obligations of the original Party. Upon execution, the WDB-KC and One-Stop Operator 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 WDB-KC and the One-Stop Operator must ensure that the process in the Dispute Resolution section is followed.

## **XVIII. Signatures**

The WDB-KC and the One-Stop Operator must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the WDB-KC and One-Stop Operator acquires signatures of each Party and provides a complete copy of the modification with each Party's signature to the other Parties.

## **XIX. Breach of MOU**

The Partners agree that each have fulfilled its responsibilities under this MOU in accordance with the provision of law and regulations that govern their activities. If at any time an agency is unable to perform its functions under this MOU, such agency shall immediately provide written notice to WDB-KC and the One-Stop Operator describing its inability to fulfill the requirements of this MOU and establish a date at the earliest convenience, but no more than 30 days, to mutually resolve the issue. Failure to abide by this agreement is basis for termination by WDB-KC. WDB-KC must report to the state Workforce WV office and the Local Elected Officials the failure of any mandatory agency to sign or follow this MOU.

## **XX. Dispute Resolution**

The following section details the dispute resolution process designed for use by the One-Stop Partners when unable to successfully reach an agreement necessary to execute the MOU. 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 WDB-KC and One-Stop Operator to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process:

- All Parties are advised to actively participate in local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
- Should the 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 WDB-KC and One-Stop Operator and all Parties to the MOU regarding the conflict within 10 business days.
- The WDB-KC and One-Stop Operator shall place the dispute on the agenda of a special meeting of the WDB-KC's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.
- The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable state and federal laws or regulations governing the Partner agencies.

- The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in the procedure.
- The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
- The WDB-KC and One-Stop Operator will contact the petitioner and the appropriate Parties to verify that all agree with the proposed resolution.

## **XXI. Termination**

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

- All Parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after the breach to the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be address.
- Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.

## **XXII. Monitoring**

The WDB-KC, officials from the State and local administrative entities, the U.S. Department of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

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

**XXIII. 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.

**XXIV. 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.

**XXV. Certification Regarding Lobbying**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 CFR part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

**XXVI. 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 the U.S. Department of Education at 2 CFR 3485.

**XXVII. Governing Law**

This MOU will be construed, interpreted, and enforced according to the laws of the State of WV. 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.

**XXVIII. 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 party 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 WDB-KC 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 WDB-KC or One-Stop Operator.

**XXIX. Effective Period**

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

Region III Workforce Development Board of Kanawha County, Inc.

And

American Job Center (One-Stop) Partners

One-Stop Operating Budget

And

Infrastructure Funding Agreement



Region III Workforce Development Board of Kanawha County, Inc. (WDB-KC)

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A proud partner of the



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## **I. One-Stop Operating Budget**

The purpose of this One-Stop Operating Budget Agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the Region III Workforce Development Board of Kanawha County, Inc. (“WDB-KC”) One-Stop network. The Parties to this agreement 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:

- Established 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 One-Stop 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 (20 CRF Part 678).

The Partners consider this One-Stop Operating Budget the master budget that is necessary to maintain the WDB-KC’s high-standard One-Stop network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure Costs (also outlined in the Infrastructure Funding Agreement (“IFA”))
- Career services, and
- Shared services.

All costs must be included in the Agreement, allocating according to Partners’ proportionate use and relative benefits received, and reconciled on an annual 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 proportionately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

## **II. Cost Allocation Methodology & Reconciliation**

All Partners agree that an annual reconciliation of budgeted and actual costs and update of the allocating bases will be completed in accordance with the following process:

- Partners will provide the WDB-KC with the following information no later than twenty-one (21) days after the end of a program year, as applicable:
  - Annual cost information and documentation of actual costs,
  - Updated staffing information, and
  - Updated actual customer participation numbers.
- Upon receipt of the above information, the WDB-KC will:
  - Compare budgeted costs to actual costs and
  - Update the allocation bases



### III. Infrastructure Funding Agreement (“IFA”)

One-Stop Center Infrastructure cost are defined as non-personnel costs that are necessary for the general operation of the One-Stop Center, including, but not limited to:

- Rental of facilities
- 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 the One-Stop’s planning and outreach activities.

All Parties to this Agreement and IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the One-Stop Center or not. Each Partner contribution to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with Partner programs’ authorizing laws and regulations and the Uniform Guidance.

Partners funding the costs of infrastructure according to this IFA are the same identified in the Partner section of the corresponding “WDB-KC and One-Stop Partners MOU”.

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 Allocating Base Update section of this Agreement.

Partners will make a concerted effort to negotiate the Infrastructure Funding Agreement (“IFA”) along with the remainder of the MOU, including the overall Operating Budget for the WDB-KC One-Stop network.

All Parties will actively participate in the Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should information resolution efforts fail, the process outlined in the Dispute Resolution section of this Agreement 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”), even if all required Partners except one (1) 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 the Local area, and the Native American programs are not subject to the SFM, or
- A failure to reach consensus on career services or shared costs does not trigger the SFM.

### IV. Steps to Reach Consensus

All Partners to this Agreement will work closely together to ensure that the WDB-KC’s One-Stop Center is a high-performing workplace. The following steps will be followed for WDB-KC staff, Partners, and One-Stop Operator that will ensure a continuance of high-quality service and performance:

#### **Step 1** Notification of Partners

The Executive Director of the WDB-KC (or designee) will notify all Parties of this MOU in writing that it is necessary to amend, renew, and/or execute this Agreement and provide all applicable

policies, proposed amendment or changes, and the preceding One-Stop Partners MOU document, as applicable.

**Step 2 Meetings**

The WDB-KC and One-Stop Operator will convene a meeting of the core and mandated Partners, and other community partners. Highlights of the meeting will cover relevant DOL TEGs as applicable to the WIOA and One-Stop operations. Pending changes or amendments will be identified prior to the meeting date and sent to partners and/or designated representatives as soon as possible. Other matters of relative interest may also be discussed. Participants will have an opportunity to discuss concerns, objections, consensus, etc. Meetings may be conducted in person or via conference call. Communications with Partners may occur through telephone, email, U.S. mail, or electronic visual/audio communication if available.

**Step 3 Negotiations**

Once Partners have received notification that a change or amendment is requested or required, the Partner agencies will have a specified time to act, provide feedback, discuss in either a formal or informal venue. An informational meeting may be convened, if necessary, and negotiations of/for the change with a specific agency, or all Partners should the change be mandated.

**Step 4 Draft Agreement**

Once the change has been agreed to, or in the case of a mandate, the WDB-KC and One-Stop Operator will prepare a draft Agreement with all the pertinent changes in place and distribute to all mandated Partners within three (3) weeks unless there is a mandated timeframe which would be pre-determined.

**Step 5 Review and Comment Period**

All Partners are advised to review the revision/draft of the Agreement with their pertinent staff and legal organization as soon as possible. Any questions, comments or concerns should be addressed to the WDB-KC Executive Director immediately. Once all feedback has been secured and changes approved by the Partners, a final Agreement will be issued by WDB-KC.

**Step 6 Finalized Draft**

The WDB-KC and One-Stop Operator will circulate the finalized Agreement and secure our Partner signatures. This Agreement will be considered fully executed once all signature have been reviewed and signed, and a signed copy has been returned to all Parties.

**V. Dispute and Impasse Resolution**

All Parties will actively participate in the 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 outline in the Dispute Resolution section in the related MOU must be followed.

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

**Step 1** Notice of Failure to Reach Consensus Given to the Governor

If the Parties cannot reach consensus on methods of sufficiently funding a One-Stop Center's infrastructure costs and the amounts to be contributed by each Local Partner program, the WDB-KC is required to notify the Governor.

**Step 2** Negotiation, materials provided to Governor

The WDB-KC and One-Stop Operator 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. At a minimum, the WDB-KC and One-Stop Operator 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 One-Stop Budgets, and
- Any partially agreed upon, proposed, or draft IFAs.

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

**Step 3** Governor Determinations and Calculations

The Governor will:

- Determine One-Stop Center infrastructure budget(s),
- Establish cost allocation methodology(s),
- Determine Partners' proportionate shares,
- Calculate statewide caps,
- Assess the aggregate total of infrastructure contributions as it relates to the statewide cap, and
- Adjust allocations.

Once all determinations and calculations are completed, the Governor will notify the WDB-KC and One-Stop Operator 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.

## VI. Definitions

### **One-Stop Delivery System:**

The One-Stop delivery system (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.

### **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 Programs (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 (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 the 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 One-Stop Center network if the WDB-KC approves the entity’s participation.

Additional Partners may include employment and training programs administered by:

- Social Security Administration
- Small Business Administration
- Supplemental Nutrition Assistance Program (SNAP)
- Client Assistance Programs
- National and Community Service Act of 1990
- Other appropriate Federal, State, or Local programs, including employment, education, and training programs provided by public libraries or 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 631.410; 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.

(WIOA Sec. 121(h)(4); 20 CFR 678.700(a) – (b); 34 CFR 631.700 (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 services.

**Shared Operating Costs and Shared Services:**

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

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

### **One-Stop Operating Budget:**

The One-Stop Operating Budget of the One-Stop Centers is the financial plan that the One-Stop Partners, the Chief Elected Official (CEO) and WDB-KC have agreed to in the related MOU that will be used to achieve their goals of delivering services in the 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 affiliate One-Stop Center.

One-Stop operating costs include infrastructure costs and additional costs, which are made up of applicable career services, 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 (p 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 WIBs, One-Stop Partners, and CEO's 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 WDB-KC 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 signature of individuals with authority to bind the signatories to the IFA, including all One-Stop Partners, CEO, and WDB-KC 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 (p. 17-18 and Attachment II))

**Funding Types:**

- Cash
  - Cash funds provided to the WDB-KC or its designee by One-Stop Partners, either directly or by an interagency transfer, or by a third party.
- Non-Cash
  - Expenditures incurred by One-Stop Partners on behalf of the One-Stop Center; and,
  - Non-cash contributions or goods or services contributed by a Partner and used by the One-Stop Center (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.
- Third-party in-kind
  - Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with One-Stop Operations, by a non-One-Stop Partner to:
    - Support the One-Stop Center in general, or
    - Support the proportionate share of One-Stop infrastructure costs of a specific Partner.

(20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760)

**Allocation:**

Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in a 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.

**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) 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)

**VII. Authority and Signatures – (Partners)**

This Infrastructure Funding Agreement is entered into on **July 1, 2020** and will terminate on **June 30, 2021**, unless any of the reasons in the Termination section of this Agreement apply. A review of the IFA costs will be conducted on a quarterly basis.

By signing this Agreement, the individual signatory certifies that he or she is authorized to sign on behalf of the Partner organization and that they bind the organization to the faithful performance of this Agreement. The signatory also assures on behalf of the Partner organization that it will comply with practices, policies, and procedures regarding client confidentiality, data security, Drug Free Workplace Policy, Equal Employment Opportunity Regulations, and all required assurances as outline in the WIOA of 2014.

This Agreement may be executed in counterparts and shall be fully effective with regards to each party, which signs a copy of this agreement as if every party has signed the same copy.

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 outline 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 executive in counterparts, each being considered an original, and that this MOU and IFA expires:
  - a) Upon amendment, modification, or termination, or
  - b) On **June 30, 2021**, whichever comes first.

Signature	Printed Name	Date
Agency Name	Title	
Agency Address		
Contact Number	Email	

\*Return Signature Authorization to: [onestopinfo@region3wibkc.org](mailto:onestopinfo@region3wibkc.org)  
 or Contact the WDB Office: 304-344-5760.