

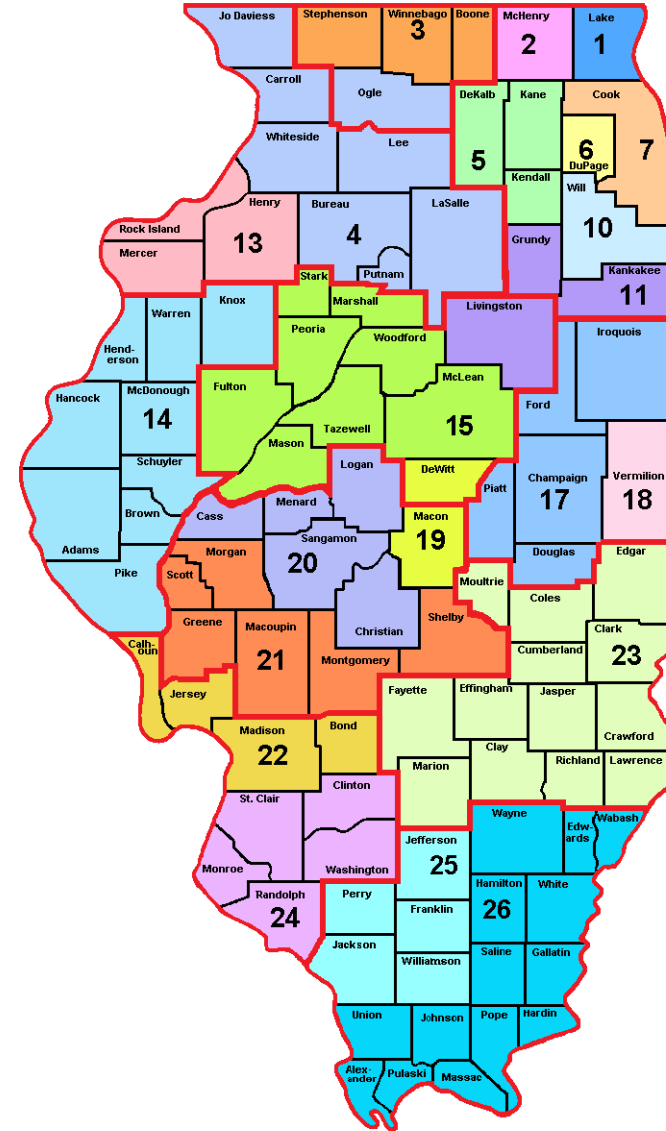


Information About the Requirements of One-Stop Operator Agreements

WIOA Webinar
Thursday, December 3, 2020

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On behalf of the WIOA Interagency Technical Assistance
Team*

Where is Your Local Area?





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What one-stop operator model is used in your local workforce area?

- Single entity – public
- Single entity – private
- Single entity – nonprofit
- Consortium of WIOA partners
- Don't know

Objectives:



- ✓ Part 1: OSO Background
- ✓ Part 2: OSO Procurement Requirements
- ✓ Part 3: OSO Agreement Requirements
- ✓ Part 4: OSO Payment Provisions

Purpose

- ❑ Federal law requires the one-stop operator to be competitively procured by the local workforce innovation board (LWIB). That competitive selection results in a binding contract for payment between the LWIB and the one-stop operator for specific services that are worth a monetary value.
- ❑ There are needs to be transparency in (1) the competitive procurement, (2) the payment terms of the one-stop operator agreement, and (3) required partners' contributions if the OSO costs are an agreed-upon shared cost in the MOU.
- ❑ The OSO selection must be made following the requirements outlined in Training and Employment Guidance Letter (15-16), the Uniform Administrative Guidance, and local procurement policy/procedures.

Part 1: Background

ONE STOP OPERATOR BACKGROUND

- OSO Requirements
- OSO Prohibited Roles
- Eligible Entities



Background

U.S. DOL in 2020 monitored MOUs, One-Stop Operator Agreements and other WIOA governing documents in Illinois.

This webinar is part of the State of Illinois' corrective action and technical assistance plan to ensure compliance with the technical OSO procurement requirements.

Corrective Actions for Illinois:

1. Ensure local workforce boards award funds to the selected bidder of a competitive procurement process
2. Clearly identify invoicing and payment processes in the contractual documents
3. Ensure all local workforce boards award funds to the selected one-stop operators with evidence of the exchange of funds

Background: One-Stop Operator Role

The basic role of a one-stop operator is to coordinate service delivery of required one-stop partners and service providers.

Local workforce boards can establish *additional* roles. Examples:

- Coordinating services providers across the local workforce system
- Being the primary provider of services within the center
- Coordinating service delivery across multiple centers and access sites

Background: One-Stop Operator Prohibited Roles

By law, the one-stop operator may NOT:

- Convene system stakeholders to help develop the local plan
- Prepare and submit local plans
- Be responsible for oversight of itself
- Manage or significantly participate in the OSO competitive selection
- Select or terminate one-stop operators, career services, youth providers
- Negotiate local performance accountability measures
- Develop and submit a budget for LWIB activities

Background: Eligible Entities to Serve as an OSO

- Government agencies or units (e.g., county governments)
- Employment Service State agencies under Wagner-Peyser
- Educational institutions (e.g., higher education, area career and technical education schools)
- Community-based organizations, nonprofits or workforce intermediaries
- Other organizations capable of carrying out the OSO duties (e.g., chambers of commerce, business or labor organizations)
- Private, for-profit entities

Background: Eligible Entities – For-Profit Entities

For-profit entities that serve as one-stop operators must comply with the Uniform Guidance (2 CFR part 200) as a non-federal entity.

- Profit is reasonable and fair
- Profit is based on efforts and risks needed to achieve performance goals in the local plan
- During procurement, the local board and bidder must separate amounts intended to pay for costs from amounts intended to pay for profit
- Full contract price = intended costs + profit

When will your local area conduct its next competitive procurement for an OSO?

- PY 2021 / State fiscal year 2020
- PY 2022 / State fiscal year 2021
- PY 2023 / State fiscal year 2022
- PY 2024 / State fiscal year 2023
- Don't know

Part 2: Procurement

OSO PROCUREMENT REQUIREMENTS

- Local workforce board role
- Timing
- Uniform Guidance
- Conflicts of Interest



OSO Procurement Requirements TEGL 15-16

Local workforce boards are required to:

- Competitively select a one-stop operator
- Evaluate one-stop operator performance
- Use local procurement policies and procedures
- Comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200)

Competition is intended to promote the efficiency and effectiveness of one-stop operators by providing a mechanism for local workforce boards to regularly examine performance and costs against original expectations.

OSO Procurement Requirements (Continued)

Timing:

- Competitive selection of an OSO occurs at least every four years
- Competitive selection may occur more frequently

OSO Procurement Requirements (Continued)

Uniform Guidance:

- Written policies, procedures and timeline for the procurement
- Full and open competition with sufficient time to address
- May not unduly restrict competition

OSO Procurement Requirements (Continued)

Allowable methods of procurement:

- Sealed bid (formal advertising)
- Competitive proposals (e.g., RFP)
- Sole source as a last resort and only when certain criteria are met (see Slide 21)

The procurement method depends on dollar amount thresholds set in Uniform Guidance AND in local procurement policies.

Thresholds are for the total amount of the full term of the OSO Agreement for a sub-recipient of federal funds.

OSO Procurement Requirements: Procurement Thresholds

Procurement Method	Process	Federal Threshold Effective 8/31/20	Illinois Small Purchase Threshold	Local Threshold
Micro-purchase	Obtain quotes for OSO services as long as the price is reasonable based on research, experience, purchase history and is documented	Total contract awards up to \$10,000	Professional and Artistic Purchases Up to \$100,000 Commodities and Services Purchases Up to \$100,000	What do local procurement policies establish as thresholds for each type of procurement method?
Simplified acquisition	Solicit quotes to expedite the purchasing OSO services less than the threshold as long as the procedures are published, well documented, and promote competition	Total contract awards up to \$250,000		
Request for Proposals (RFP)	LWIB procures a fixed price or reimbursement contract	Total contract awards over \$250,000		

Source: Federal Register, <https://www.govinfo.gov/content/pkg/FR-2020-07-02/pdf/2020-12763.pdf>

Source: 30 ILCS 500/20-20

OSO Procurement Requirements (Continued)

Sole Source Criteria:

- Consistent with local procurement policies
- Service is available only from one single source
- Public emergency for the service will not permit a delay resulting from a competitive selection process
- Federal awarding agency or pass-through agency expressly authorizes noncompetitive proposals in response to a written request
- After solicitation of a number of sources, competition is determined inadequate, whether for reasons of number or quality of proposals/bids

OSO Procurement Requirements (Continued)

LWIBS must evaluate proposed costs to ensure they are:

- Reasonable
- Necessary
- Allocable

OSO Procurement Requirements (Continued)

Procurement processes may NOT restrict competition by:

- Placing unreasonable requirements to qualify
- Requiring unnecessary experience and excessive bonding
- Noncompetitive pricing practices between affiliated companies
- Noncompetitive contracts to consultants that are on retainer
- Organizational conflicts of interest
- Any arbitrary action in the procurement process

Example:

WIOA requires that the OSO be located in the local workforce area. However, an LWIB cannot specify that a bidder must be physically located within a certain zip code. That would restrict competition.

OSO Procurement Requirements (Continued)

People involved in the procurement process:

- May not have conflicts of interest
- Must disclose any real or apparent conflict of interest
- Must have a process to recuse a person who discloses a real or apparent conflict of interest

OSO Procurement Requirements (Continued)

What is a conflict of interest in OSO procurement?

When actions are taken—or may appear to be taken—by an entity involved in more than one role. The activities of an entity in one role affect its interest in another role, making it difficult to perform the procurement process objectively and impartially.

Examples of entities consortia of partners has used to administer an OSO procurement process and avoid a conflict of interest:

- Another LWIA
- A consultant
- A county official unaffiliated with WIOA administration

What is a firewall?

Policies and procedures to demonstrate that the selection process was impartial. Protect against undue influence.

Sample documents are available as a resource.

Firewall Examples:

- Documented, clear separation of duties (e.g., fiscal agent)
- Documented, clear reporting hierarchy
- Conflict of interest policy
- Conflict of interest disclosure agreements
- Multi-function agreement

OSO Procurement Requirements (Continued)

People involved in the procurement process must be governed by written standards of conduct that include firewalls to mitigate conflicts of interest.

No entity that helps develop an RFP or evaluate proposals may compete in the procurement.

Examples of when firewalls are essential:

- When an entity serves in more than one role in the local service delivery system
- When an entity serves in more than one function in the procurement process
- When sole source selection occurs

OSO Procurement Requirements (Continued)

Sunshine Provisions:

Information about the selection and certification of the OSO must be made available to the public on a regular basis (e.g., LWIB meeting minutes).

- Document the decision.
- Include all documents in the file to demonstrate the competitive process.

Requirements for Transparency:

- LWIB conflict of interest policy
- LWIB procurement policy
- Procurement solicitation (RFP) and any amendments
- List of who submitted bids
- Abstract of those proposals
- Identity of the selected OSO
- Total award amount of the OSO

Procurement Phases

- Planning Phase
- Release and Evaluation Phase
- Negotiation and Selection Phase
- Implementation Phase
- Closeout Phase

Part 3: OSO Agreements

OSO AGREEMENT REQUIREMENTS

- Agreement
- Appendix Items A-B



OSO Agreement Requirements

OSO Agreements are between the LWIB and the OSO.

At a minimum, OSO Agreements must include:

- OSO as a subrecipient of federal funds
- OSO FEIN, CFDA number, awarding agency
- Statement of work
- Contract amount over the full term of the agreement
- Method and frequency of payment
- Payment process and submittal requirements (i.e., invoices)
- Legally binding contract with authorized official signatures

Sample OSO Agreement (Share Screen)

DRAFT TEMPLATE – ONE STOP OPERATOR AGREEMENT

11-30-20

SUBRECIPIENT AGREEMENT BETWEEN XXXX AND XXX, FOR SERVICES OPERATING "ONE-STOP" WORKFORCE CENTER(S) IN LOCAL WORKFORCE INNOVATION AREA XX

WHEREAS, the State of Illinois has designated the [LWIB] the authority to provide workforce services required by the Workforce Innovation and Opportunity Act (WIOA) and to enter into agreements for the purposes of providing workforce services (Public Law 113-128; 20 ILCS 605/605-30, 605-807); and

WHEREAS, the [LWIB] and Chief Elected Officials in the Local Workforce Innovation Area has designated [LWIB FISCAL AGENT] authority to enter into agreements for the purposes of providing workforce services as required by WIOA; and

WHEREAS, The WIOA requires each Local Workforce Innovation Board to establish at least one comprehensive workforce center that is operated by a "one stop operator" that is a WIOA subrecipient that is competitively procured as required by Training Employment and Guidance Letter 15-16¹; and

WHEREAS, the Local Workforce Innovation Board requires professional services to manage and coordinate the delivery of services amongst the workforce center's several governmental and private partners that provide service at:

- [WORKFORCE CENTER LOCATION 1]
- [WORKFORCE CENTER LOCATION 2]
- [WORKFORCE CENTER LOCATION 3]

WHEREAS, the Local Workforce Innovation Board has selected the [SUBRECIPIENT] through a competitive procurement process as being the party most capable of providing said services for the Local Workforce Innovation Area; and

WHEREAS, the [SUBRECIPIENT] has experience and expertise in this area and is capable of providing one-stop management services and is willing to perform the required services for an amount not to exceed [AMOUNT] (\$amount)

NOW, THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Services/Personnel. [SUBRECIPIENT] shall perform the services provided in Appendix A of this Agreement, which is attached and incorporated by reference herein, and will employ a sufficient number of staff or contract with appropriate vendors, having the training and experience required to adequately meet the requirements of this Agreement.

Period of Performance. This Agreement shall commence on [DATE] or the date of the last signature of the Parties, whichever is later, and expire on [DATE].

Renewal: Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The [LWIB/FISCAL AGENT] may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions. The contract may neither renew automatically nor renew solely at the [SUBRECIPIENT'S] option.

DRAFT TEMPLATE – ONE STOP OPERATOR AGREEMENT

11-30-20

The [LWIB/FISCAL AGENT] reserves the right to renew for a total of [# of Years] years in any one of the following manners:

- One renewal covering the entire renewal allowance;
- Individual one-year renewals up to and including the entire renewal allowance; or
- Any combination of full or partial year renewals up to and including the entire renewal allowance.

Costs and Payment Provisions. The cost for services shall not exceed the amount set forth in Appendix B, which is attached and incorporated by reference herein. [SUBRECIPIENT] shall submit financial reports in the form directed by [LWIB/FISCAL AGENT]. The [LWIB/FISCAL AGENT] agrees to provide, and the [SUBRECIPIENT PARTNERS] agrees to accept, cash, non-cash and/or in kind payments for the services provided under this Agreement. Additional payment and reporting requirements are set forth in Appendix B.

Invoices shall conform to the [LWIB/FISCAL AGENT] fiscal year requirements, including prorating, if necessary, notwithstanding any contrary provision herein. By submitting its invoices, [SUBRECIPIENT] represents that the services have met all written requirements of the Agreement. Invoices shall be submitted to [INSERT INFORMATION] and include the beginning and ending service dates covering the period of work for the invoiced amount.

Federal Intellectual Property Rights Notice. The federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under a WIOA grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where USDOL has a license or rights of free use in such work. If revenues are generated through selling products developed with WIOA grant funds, including intellectual property, these revenues are program income. If applicable, program income must be expended in accordance with the provisions of the USDOL federal award and 2 C.F.R. § 200.307. If applicable, the following needs to be on all products developed in whole or in part with WIOA grant funds:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the contractor and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it."

Suspension of Work. Either Party shall provide the other Party with at least thirty (30) days' written notice prior to suspending work under this Agreement for any reason.

Termination.

Termination for Breach. Upon breach of this Agreement by either Party, the non-breaching Party may terminate this Agreement upon thirty (30) days' written notice, unless during such

¹ See: https://wdr.doleta.gov/directives/attach/TEGL/TEGL_15-16_Acc.pdf

Part 4: Payment Provisions

OSO PAYMENT PROVISIONS

- MOU Template
- Budget spreadsheet
- Invoices



OSO Payment Provisions

The WIOA Interagency TA Team is in continued conversations with DOL Region V about potential solutions that do not add administrative burden or unnecessary financial transactions to demonstrate the exchange of funds between the LWIB and the OSO.

In the meantime ...

Governor's Guidelines for OSO Payment Provisions

Supplemental Guidance and Templates:

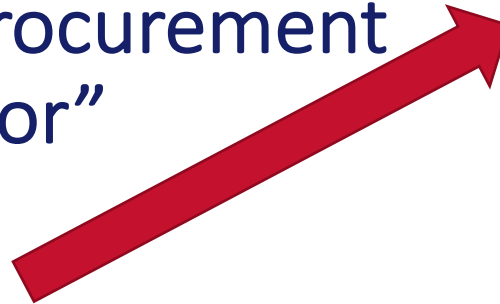
1. MOU Section 10 – one section with new required content
2. MOU Budget Spreadsheet – new rows in the existing tabs
3. MOU Budget Spreadsheet – new tab specific to OSO cost sharing
4. Invoicing Process for OSO shared costs – sample invoice provided

Separate but parallel to the Supplemental Guidance, MOU commitments would align with the OSO Agreement. A sample template will be provided.

New Content Required for MOU Section 10 “Procurement of One-Stop Operator”

New for PY 2021

1. Payment terms and frequency
2. Total cost of the OSO
3. Which partners are contributing to the OSO costs
4. Method of contribution



10. PROCUREMENT OF ONE-STOP OPERATOR (Governor’s Guidelines, Section 1, Item 8(j)) (§ 678.600-635)

[NOTE: Ensure that the following content agrees with and aligns to the budget spreadsheet and notes.]

- Name the procured one-stop operator and identify the agreed upon one-stop operator model used for each one-stop center in the local area. The operator may be a single entity (public, private, or nonprofit) or a consortium of entities (if the consortium of entities is composed of one-stop partners, it must include a minimum of three of the one-stop partners).
- Describe the functions and scope of work of the one-stop operator as defined in the Request for Proposal or as planned for the competitive procurement process.
New for PY 2021:
- Describe the payment provisions, including the term, frequency and method of payment for one-stop operator services.
- For each shared cost center, state the total cost of the one-stop operator and the required partners which are contributing to that cost per partner.
- For each shared cost center, explain the method of contribution(s) (e.g. cash, non-cash, in-kind) each required partner is contributing to the cost of the one-stop operator will utilize to exchange funds between the local board (e.g. cash, non-cash, in-kind). Example: A consortium partner contributes the required one-stop operator payment via a non-cash contribution(s) in the amount of the market value for specific services under the One-Stop Operator Agreement, which have a fair market value to credit their amount owed.
- ~~Assure that the one stop operator will not perform any of the proscribed functions (§ 678.620(b)) to avoid a conflict of interest.~~

By clicking on the boxes below, required partners in the local area affirm that the one-stop operator will not perform the following proscribed functions:

- convene system stakeholders to assist in the development of the local plan
- prepare and submit local plans (as required under sec. 107 of WIOA)
- be responsible for oversight of itself
- manage or significantly participate in the competitive selection process for one-stop operators
- select or terminate one-stop operators, career services, and youth providers
- negotiate local performance accountability measures
- develop and submit budget for activities of the Local WDB in the local area.

Multiple Ways to Document the OSO Payment Provisions

- MOU budget spreadsheet showing annual contributions to OSO
 - New rows in the Shared Cost Category
 - New Tabs, B.2 and D.2
- Invoice dedicated to a partner's contributions toward shared costs of the OSO services

Supplemental Guidance for Revised Budget Spreadsheet

New rows reflect partners' contribution methods toward the shared cost of the one-stop operator services.

Total Annual Budget
One-Stop Operator
Contribution Methods

61	Balance	\$	-
62			
63	Shared Cost Category		
64			
65	Part 2: SHARED DELIVERY SYSTEM COSTS Total Shared Delivery System Costs that are center-specific (This section will automatically populate center-specific delivery system costs identified in each Shared Cost Center tab)		Total Annual Budget
66	Methodology Used - FTE Staffing		
67	If Other Methodology Used Define & Uncheck FTE box		
68	Total	\$	5,000
69	One-Stop Center Reception	\$	5,000
70	Resource Room Materials and Staffing	\$	-
71	List Allowable Cost Item Agreed To	\$	-
72	U - Customize Other Allowable Shared Local System Cost	\$	-
73	V - Customize Other Allowable Shared Local System Cost	\$	-
74	W - Customize Other Allowable Shared Local System Cost	\$	-
75	One-Stop Operator Costs Summed Across Centers		
76			
77	One-Stop Operator (if costs allocated among all partners for each center, with the correlating contribution backed out in Rows 84 or 85, as applicable)	\$	31,400
78	OR		
79	One-Stop Operator (if costs allocated among only some partners for each center, with the correlating contribution backed out in Row 87)	\$	-
80			
81	Total, Shared One Stop Delivery System Costs All Centers	\$	36,400
82	Delivery System Costs per FTE	\$	3,551
83			
84	Less Cash Contribution (Sum of All Center-Specific Contributions)	\$	5,000
85	Less Non-Cash Contribution (Sum of All Center-Specific Contributions)	\$	-
86	Less Non-Cash Staffing (Sum of All Center-Specific Contributions)	\$	-
87			
88	<i>One-Stop Operator Contributions</i>		
89	Less Cash Contribution - (Sum of All Center-Specific Contributions)	\$	30,634
90	Less Non-Cash Contribution - (Sum of All Center-Specific Contributions)	\$	-
91	Less Non-Cash Staffing Contribution - (Sum of All Center-Specific Contributions)	\$	766
92	Sub-Total - One-Stop Operator Contributions	\$	31,400
93			
94	Less Third-Party In-Kind Contributions (Sum of All Center-Specific Contributions)	\$	-
95	Total (Sum of All Center-Specific Contributions)	\$	67,800
96	Balance	\$	(31,400)
97			

MOU Budget Spreadsheet for PY 2021

Tab D.2

	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
2	One-Stop Operator Costs & Payments		Costs		Commerce			IDES				ICCB		DHS		Aging	DOC			Title ID - National Farm-workers	Title ID - YouthBuild			
3	Total Costs Full Contract Period	MOU Budget Year	Title IB - Adult, D/W, Youth	TAA	CSBG	Title III - Wagner-Peyser	Title III - MSFW	Veterans Services	UI Comp Programs	TRA	Title II - Adult Education	Career & Tech Ed - Perkins	Title IV - Vocational Rehab	TANF - DHS	SCSEP	Second Chance	HUD	Title IC - Job Corp					Other 1	
4	Personnel	\$ 60,000	\$ 20,000	\$ 7,805	\$ 488	\$ 488	\$ 5,854	\$ 488	\$ 488	\$ 488	\$ 488	\$ 488	\$ 488	\$ 976	\$ 488	\$ 488	\$ 488	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5	Fringe Benefits	18,000	6,000	2,341	146	146	1,756	146	146	146	146	146	146	293	146	146	146	-	-	-	-	-	-	
6	Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7	Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8	Supplies	300	100	39	2	2	29	2	2	2	2	2	2	5	2	2	2	-	-	-	-	-	-	
9	Contractual Services & Subawar	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
10	Consultant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
11	Occupancy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
12	Telecommunications	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
13	Training and Education	9,000	3,000	1,171	73	73	878	73	73	73	73	73	73	-	-	-	-	-	-	-	-	-	-	
14	Direct Administrative Costs	600	200	78	5	5	59	5	5	5	5	5	5	-	-	-	-	-	-	-	-	-	-	
15	Miscellaneous Costs	300	100	39	2	2	29	2	2	2	2	2	2	-	-	-	-	-	-	-	-	-	-	
16	Total Direct	\$ 88,200	\$ 29,400	\$ 11,473	\$ 717	\$ 717	\$ 8,605	\$ 717	\$ 717	\$ 717	\$ 717	\$ 717	\$ 717	\$ 717	\$ 717	\$ 717	\$ 717	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Indirect Costs	6,000	2,000	778	49	49	585	49	49	49	49	49	49	-	-	-	-	-	-	-	-	-	-	
18	TOTAL	\$ 94,200	\$ 31,400	\$ 12,252	\$ 766	\$ 766	\$ 9,190	\$ 766	\$ 766	\$ 766	\$ 766	\$ 766	\$ 766	\$ 766	\$ 766	\$ 766	\$ 766	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	OSO Contract Start		07/01/19																					
21	OSO Contract End		06/30/22																					
23	Total FTEs		10.25																					
24	Partner FTEs			4.00	0.25	0.25	3.00	0.25	0.25	0.25	0.25	0.25	0.25	0.50	0.25	0.25	0.25	-	-	-	-	-	-	-
25	Partner % of Total FTEs			39%	2%	2%	29%	2%	2%	2%	2%	2%	2%	5%	2%	2%	2%	0%	0%	0%	0%	0%	0%	0%
26	(Mar			all partners share OSO																				

A new tab (D.2) is specific annual costs of one-stop operator services, by line item, by partner.

Start / End date of the OSO Agreement

Total OSO cost in the full term of OSO Agreement

Annual OSO cost specific to this program year

Tab D.2 – Option 1: When ALL partners share OSO costs

	Total Costs		Commerce		IDES						ICCB			DHS		Aging	DOC	HUD	Title IC - Job Corp	Title ID - National Farm-workers	Title ID - YouthBuild	Other 1	Other 2	Other 3	Other 4	Total Check	
	Contract Period	Full MOU Budget Year	Title IB - Adult, D/W, Youth	TAA	CSBG	Title III - Wagner-Peyser	Title III - MSFW	Veterans Services	UI Comp Programs	TRA	Title II - Adult Education	Career & Tech Ed - Perkins	Title IV - Vocational Rehab	TANF - DHS	SCSEP	Second Chance											
Personnel	\$ 60,000	\$ 20,000	\$ 7,805	\$ 488	\$ 488	\$ 5,854	\$ 488	\$ 488	\$ 488	\$ 488	\$ 488	\$ 488	\$ 976	\$ 488	\$ 488	\$ 488	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	
Fringe Benefits	18,000	6,000	2,341	146	146	1,756	146	146	146	146	146	146	293	146	146	146	-	-	-	-	-	-	-	-	-	\$ 6,000	
Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Supplies	300	100	39	2	2	29	2	2	2	2	2	2	5	2	2	2	-	-	-	-	-	-	-	-	-	\$ 100	
Contractual Services & Subawards	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Consultant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Occupancy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Telecommunications	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Training and Education	9,000	3,000	1,171	73	73	878	73	73	73	73	73	73	146	73	73	73	-	-	-	-	-	-	-	-	-	\$ 3,000	
Direct Administrative Costs	600	200	78	5	5	59	5	5	5	5	5	5	10	5	5	5	-	-	-	-	-	-	-	-	-	\$ 200	
Miscellaneous Costs	300	100	39	2	2	29	2	2	2	2	2	2	5	2	2	2	-	-	-	-	-	-	-	-	-	\$ 100	
Total Direct	\$ 88,200	\$ 29,400	\$ 11,473	\$ 717	\$ 717	\$ 8,605	\$ 717	\$ 717	\$ 717	\$ 717	\$ 717	\$ 717	\$ 1,434	\$ 717	\$ 717	\$ 717	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,399	
Indirect Costs	6,000	2,000	778	49	49	585	49	49	49	49	49	49	98	49	49	49	-	-	-	-	-	-	-	-	-	1,998	
TOTAL	\$ 94,200	\$ 31,400	\$ 12,252	\$ 766	\$ 766	\$ 9,190	\$ 766	\$ 766	\$ 766	\$ 766	\$ 766	\$ 766	\$ 1,532	\$ 766	\$ 766	\$ 766	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,400	
OSO Contract Start		07/01/19																									
OSO Contract End		06/30/22																									
Total FTEs			10.25																								
Partner FTEs				4.00	0.25	0.25	3.00	0.25	0.25	0.25	0.25	0.25	0.50	0.25	0.25	0.25	-	-	-	-	-	-	-	-	-	10.25	
Partner % of Total FTEs				39%	2%	2%	29%	2%	2%	2%	2%	2%	5%	2%	2%	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	
<i>(Manually adjust Row 25 values as needed if not all partners share OSO Cost)</i>																											

- Cell E23 – enter the total FTEs
- Row 24 FTEs are automatically carried in from Tab D
- Row 25 calculates the percentage owed
- Column AC checks the calculated totals – Green = OK
- If rounding error occurs, simply adjust a line items to bring the total into alignment

Tab D.2 – Option 2: When selected partners share OSO Costs

	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC		
2	One-Stop Operator Costs & Payments		Commerce										IDES			ICCB		DHS		Aging	DOC		Title ID - National Farm-workers	Title ID - YouthBuild						
3	Total Costs Full Contract Period	Costs MOU Budget Year	Title IB - Adult, D/W, Youth	TAA	CSBG	Title III - Wagner-Peyser	Title III - MSFW	Veterans Services	UI Comp Programs	TRA	Title II - Adult Education	Career & Tech Ed - Perkins	Title IV - Vocational Rehab	TANF - DHS	SCSEP	Second Chance	HUD	Title IC - Job Corp					Other 1	Other 2	Other 3	Other 4	Total Check			
4	Personnel	\$ 60,000	\$ 20,000	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000		
5	Fringe Benefits	18,000	6,000	1,500	-	-	1,500	-	-	-	1,500	-	1,500	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 6,000			
6	Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -			
7	Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -			
8	Supplies	300	100	25	-	-	25	-	-	-	25	-	25	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 100			
9	Contractual Services & Subawards	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -			
10	Consultant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -			
11	Occupancy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -			
12	Telecommunications	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -			
13	Training and Education	9,000	3,000	750	-	-	750	-	-	-	750	-	750	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 3,000			
14	Direct Administrative Costs	600	200	50	-	-	50	-	-	-	50	-	50	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 200			
15	Miscellaneous Costs	300	100	25	-	-	25	-	-	-	25	-	25	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 100			
16	Total Direct	\$ 88,200	\$ 29,400	\$ 7,350	\$ -	\$ -	\$ 7,350	\$ -	\$ -	\$ -	\$ 7,350	\$ -	\$ 7,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,400			
17	Indirect Costs	6,000	2,000	500	-	-	500	-	-	-	500	-	500	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 2,000			
18	TOTAL	\$ 94,200	\$ 31,400	\$ 7,850	\$ -	\$ -	\$ 7,850	\$ -	\$ -	\$ -	\$ 7,850	\$ -	\$ 7,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,400			
20	OSO Contract Start		07/01/19																											
21	OSO Contract End		06/30/22																											
23	Total FTEs		10.25																											
24	Partner FTEs			4.00	0.25	0.25	3.00	0.25	0.25	0.25	0.25	0.25	0.50	0.25	0.25	0.25	-	-	-	-	-	-	-	-	-	-	10.25			
25	Partner % of Total FTEs			25%	0%	0%	25%	0%	0%	0%	0%	25%	0%	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%			
26	<i>(Manually adjust Row 25 values as needed if not all partners share OSO Cost)</i>																													

- Row 25 – manually enter the percent covered by each participating partner
- This percentage is automatically applied to cells G4:AB18
- Column AC checks the calculated totals – Green = OK
- If rounding error occurs, simply adjust a line items to bring the total into alignment

Sample Invoice

Required partners should establish an invoicing process to document the value of the OSO services provided by the one-stop operator, whether a consortium or single entity.

From: (Consortium Partner)	Invoice #
Address:	
Phone Number:	
To: (LWIB)	
Attention: (LWIB Fiscal Agent)	
Address:	
Phone Number:	
For one-stop operator services delivered during the period of _____ under the Scope of Work outlined in the One-Stop Operator Agreement dated (MM/DD/YYYY) and according to the MOU one-stop operating budget for Program Year 2021 effective July 1, 2020.	
Budget Line Items	
	Agreed-upon Value
Personnel	\$13,333.00
Fringe Benefits	\$3,100.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$100.00
Contractual Services & Subawards	\$0.00
Consultant	\$0.00
Occupancy	\$0.00
Telecommunications	\$0.00
Training and Education	\$1,667.00
Direct Administrative Costs	\$200.00
Miscellaneous Costs	\$100.00
Total Direct	\$18,500.00
Indirect Costs	\$1,500.00
Total Value of Services	\$20,000.00
Consortium Partner Cash Contribution	\$0.00
Consortium Partner Non-Cash Contribution	\$20,000.00
Total Amount due to One-Stop Operator	\$20,000.00
Less Contributions by Consortium Partner	(\$20,000.00)
Total Amount Due	\$0
Please make all checks payable to _____ Total due within 30 days.	
Invoice detail on file with the One-Stop Operator.	

FAQ About the OSO Payment Provisions

Q: When do the One-stop Operator payment provisions take effect?

A: The MOUs that took effect on July 1, 2020 must be amended annually to append the agreed-upon budget for that program year. As part of that MOU amendment process, new content in the MOU Template Section 10 would be required to update in the PY 2021 submittal to verify the total cost of the OSO and the contributions of required partners toward those shared costs.

Also, the annual one-stop operating budget spreadsheet (a.k.a., MOU budget spreadsheet) must be amended for PY 2021 to incorporate the new rows for one-stop operator costs and contributions and the new tab specific to the annual budget for sharing one-stop operator costs.

FAQ About the OSO Payment Provisions

Q: Do we have to amend our PY 2020 (current) MOUs and one-stop operating budgets to reflect the one-stop operator payment provisions?

A: No. The one-stop operating budget spreadsheet must be amended and agreed upon for the PY 2021 budget, which will be submitted by June 30, 2021.

FAQ About the OSO Payment Provisions

Q: What if we do not include OSO costs in the MOU?

A: The U.S. Department of Labor made it clear that regardless of whether the one-stop operating model is a consortium of required partners or a single entity, the payment provisions must be made clear. Therefore, the PY 2021 MOU and one-stop operating budget spreadsheet must identify the full cost of the one-stop operator and indicate whether that cost is shared among any required partners in the local area.

FAQ About the OSO Payment Provisions

Q: We are still working on revisions to our MOU for Program Year 2020. When will the new forms be available to utilize for next program year?

A: All forms are available for download on the WIOA Implementation Portal on the “Documents & Updates” page:

<https://www.illinoisworknet.com/WIOA/Resources/Pages/Public-Documents.aspx>

Documents Available for Download

WIOA Implementation Documents & Updates

<https://www.illinoisworknet.com/WIOA/Resources/Pages/Public-Documents.aspx>

- Supplemental Guidance for PY 2021 MOU negotiations
- MOU Template – Revised for PY 2021
- One-Stop Operating Budget Spreadsheet – Revised for PY 2021
- Sample Invoice for One-Stop Operator Services







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thank you