

NOTICE OF ADVANCE RELEASE

This advance release of “GOVERNOR’S GUIDELINES TO STATE AND LOCAL PROGRAM PARTNERS NEGOTIATING COSTS AND SERVICES UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 – REVISION 3” is being made available to State and local partners pending final approval for formal issuance. Because no significant changes are anticipated before final issuance at this time, local workforce innovation boards and local required partners are strongly encouraged to initiate all activities required to fulfill the requirements specified in the Governor’s Guidelines in recognition of the limited time available for negotiation of shared costs and other matters for PY 2019 WIOA programs.

Governor’s Guidelines To State and Local Program Partners Negotiating Costs and Services Under the Workforce Innovation and Opportunity Act (WIOA) of 2014

Revision 3

November 2018

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**GOVERNOR’S GUIDELINES TO STATE AND LOCAL PROGRAM PARTNERS
NEGOTIATING COSTS AND SERVICES UNDER THE WORKFORCE INNOVATION AND
OPPORTUNITY ACT (WIOA) OF 2014
REVISION 3**

PURPOSE

These guidelines fulfill the WIOA requirement that the Governor issue guidance to State and local partners for negotiating cost sharing, service access, service delivery and other matters essential to the establishment of effective local workforce development systems under WIOA (20 CFR Part 678.705). The guidelines apply to:

1. All State-level agencies and entities in Illinois responsible for planning and administration of Federally-funded workforce development programs (20 CFR Part 678.400 through 20 CFR Part 678.410), and
2. Local Workforce Innovation Boards (LWIBs), chief elected officials (CEOs) and required partners responsible for planning, administering and delivering workforce development services in a local workforce area.

All required partners, LWIBs and their chairs, and CEOs are expected to act in accordance with these guidelines. As required by WIOA, the State of Illinois will monitor local areas to assure compliance with these guidelines.

BACKGROUND

Core principles of WIOA emphasize a commitment to integration. This means that all Federally-funded programs authorized under WIOA collaborate to optimize the quality of services provided in all local workforce areas throughout the State. To effectively collaborate, required partners in Illinois must commit to:

1. Negotiate in good faith the commitments of each required partner to provide access to services and programs, as well as to share in the costs of the local one-stop delivery system;
2. Share necessary data and customer information;
3. Train frontline staff to make them more knowledgeable about other programs under WIOA and to improve the efficiency of referrals;
4. Plan and act strategically based on a common understanding of regional economies, key sectors, workforce demographics and employer needs; and
5. Leverage program resources where possible to the mutual benefit of customers and programs.

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SCOPE

These guidelines:

1. Provide guidance and requirements for negotiating local memoranda of understandings (MOUs) that are required of each local workforce innovation area (LWIA) to support the operation of a local one-stop delivery system;
2. Provide guidance related to negotiating annual one-stop operating budgets, including infrastructure costs and other agreed-upon local service delivery system costs;
3. Prescribe timelines for major steps in the negotiation processes, both of MOUs and annual one-stop operating budgets;
4. Provide guidance on other requirements of WIOA; and
5. Provide resources to support required partners in negotiations.

ORGANIZATION

- SECTION 1** Negotiation of Local MOUs
- SECTION 2** Negotiation of Annual One-stop Operating Budgets (local infrastructure costs and local service delivery system costs)
- SECTION 3** Negotiation Outcomes (of MOUs and Annual Budgets)
- SECTION 4** Waiver Process
- SECTION 5** Annual Submission Requirements / Amendment Procedures
- SECTION 6** Annual State-level Review
- SECTION 7** Periodic Reconciliation of Shared Costs
- SECTION 8** Additional Annual Guidance
- APPENDIX** A through I

GOVERNOR'S GUIDELINES – REVISION 3

SECTION 1

NEGOTIATION OF LOCAL MOUS

1. **Purpose of MOU:** Development and negotiation of local memoranda of understandings (MOUs) will follow these basic principles and guidelines:
 - a. The local MOU will serve as a contract between required partners to achieve a key goal of WIOA—establishing integrated and effective local workforce delivery systems that produce the skilled workers that businesses in the local and regional economies demand.
 - b. Local MOUs will reflect the shared vision and commitment of Local Workforce Innovation Boards (LWIBs) and required partners to establish and maintain high-quality workforce development systems and centers, consistent with the vision articulated in WIOA and in State, regional and local planning priorities.
 - c. Local MOUs will reflect and document how each required partner will contribute its proportionate and agreed-upon share of local infrastructure costs and local one-stop delivery system costs.
 - d. MOUs may either be structured as an umbrella agreement encompassing all required partner programs or separate agreements with each required partner or groups of required partners. Local areas are encouraged to use umbrella MOUs in the interest of transparency.
2. **Local Workforce Board Chair duties:** Prior to initiating local MOU negotiations, the chair of the LWIB will:
 - a. Designate an individual who will have lead responsibility for negotiation of the MOU;
 - b. Designate a private sector member of the board—or other impartial individual—to have lead responsibility for negotiation of the annual one-stop operating budget, including local infrastructure costs and agreed-upon, local one-stop delivery system costs;
 - i. If required partners in the local area determine the individual designated to lead annual budget negotiations is not an impartial individual, then a waiver must be requested as described in Section 4 of these guidelines.

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- c. Designate an individual who will be responsible for both leading a process for the periodic reconciliation of shared costs and for performing the reconciliation (*see Section 7 of these guidelines for additional guidance about periodic reconciliation of shared costs*);
 - d. Determine the frequency at which periodic reconciliation will occur (at least semi-annually), per Section 7 of these guidelines; and
 - e. Submit the “Pre-Program Year Planning Form” provided as Appendix C of these guidelines to document the above designations and timelines.
3. **Establishment of negotiation process:** The individual designated by the LWIB chair to lead MOU negotiations will establish a timeline and process that local MOU negotiations will follow in accordance with these guidelines. A Pre-Program Year Planning Form is included as Appendix C to these Guidelines.
4. **Authority of individuals negotiating on behalf of State-administered programs:** All required partners who are parties to the MOU will be empowered to make commitments on behalf of their partner agencies, including staff or other local representatives of the following State agencies and State-administered programs:
- a. Department of Commerce:
 - i. Title IB Services to Adults, Dislocated Workers, and Youth
 - ii. Trade Adjustment Assistance (TAA)
 - iii. Community Services Block Grant Act (CSBG)
 - b. Department of Employment Security:
 - i. Employment Programs Authorized under the Wagner-Peyser Act
 - ii. Unemployment Insurance (UI)
 - iii. Job Counseling, Training, Placement Services for Veterans State Grants
 - iv. Trade Adjustment Allowances (TRA)
 - v. Migrant and Seasonal Farmworkers
 - c. Illinois Community College Board:
 - i. Adult Education and Literacy Program
 - ii. Career and Technical Education under the Perkins Act
 - d. Department of Human Services:
 - i. Vocational Rehabilitation under Title IV of WIOA
 - ii. Title IV of the Social Security Act (TANF)
 - e. Department on Aging:

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reached on the MOU, using the standard “Report of Outcomes” form provided as Appendix G and available electronically on the WIOA Implementation portal.

- iii. For local areas reporting that they were unable to reach agreement on an MOU by the end of the negotiation period, an additional 30-day remediation period will be provided as described in Section 3 of these guidelines.

b. **Identification of Parties to the MOU:** The Parties to the MOU must include the Local Workforce Innovation Board Chair, all Chief Elected Officials in the local workforce area, and all required program partners authorized under WIOA as listed in item 4(a)-(f) of this section.

- i. Required partners of other Federally-administered workforce programs are parties to the MOU if they have a presence in the local area (i.e., are “situational partners”). These Federally-administered workforce program partners include:

1. National Farmworker Jobs Program;
2. Housing and Urban Development Employment and Training Activities;
3. Job Corps; and
4. Youth Build.

- ii. Additional partners may be added to the local service delivery system and become a party to the MOU at the discretion of the LWIB and CEOs with agreement of all required partners and the additional partners.

- iii. Additional partners providing services in a one-stop center are required to contribute to one-stop infrastructure cost funding in accordance with the program’s proportionate use of the one-stop center and relative benefit received, consistent with the requirements for one-stop partner contributions in WIOA, the Joint WIOA Final Rule, and the Uniform Guidance at 2 CFR part 200 (see [TEGL 17-16](#), page 20).

- iv. Each required partner should list in the MOU the entity administering the required program.

c. **Incorporation of Job Corps when applicable:** If a Job Corps Center is located within the local workforce area, then Job Corps is a required partner in that area. The Job Corps Center operator must be a party to the MOU, must participate in the annual budget negotiation process, and must contribute to the shared costs of the one-stop center.

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- iii. The local service matrices also document the methods that each partner will use to deliver the applicable services.
 - iv. A format for the local service matrices is included as part of the MOU Template and issued annually.
 - v. An electronic, fillable version of the most recent MOU Template with Local Career Service Matrix will be available on the WIOA Implementation portal.
- f. **Commitment to make services available:** Final Rules (20 CFR Part § 678.305(d)) require that all required partners in a one-stop center make their programs and services available during all regular business hours.
- i. Even when a required partner commits less than a full-time equivalent (FTE) to provide career services in a one-stop center, the required partner must select and describe in the MOU a method of service delivery that still ensures the required program services can be accessed in person or through on-demand, direct linkage technology during regular business hours.
 - ii. See Appendix I to these guidelines for a required checklist that must be completed annually by each required partner planning to use direct linkage technology to deliver services.
- g. **Commitment of service delivery methods by partner:** When negotiating each required partner's commitment to make services available in specific service locations in the local workforce area, the individual responsible for leading MOU negotiations must consider three allowable methods for delivery of career services and other required partner programs and activities. These allowable methods are:
- i. Having a required partner program staff person, or a required partner's contractor staff, physically present at the comprehensive one-stop center;
 - ii. Having a staff member from a different required partner physically present at the comprehensive one-stop center and cross-trained to provide information and services on behalf of another required partner; and
 - iii. Establishing a direct linkage to program staff who can provide meaningful information and services through on-demand technology. (*Appendix Item I provides a required checklist to assure compliance when delivering services via direct linkage technology.*)

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- h. **Required checklist for service delivery via direct linkage:** In conjunction with negotiating each required partner's commitment to specific service delivery methods, required partner staff familiar with the partner's direct linkage service delivery procedures must complete the "Required Checklist for Local Partner Service Delivery via Direct Linkage" provided as Appendix I to these guidelines.
- i. The checklist will be submitted by April 15 to the lead MOU negotiator in the local area by each required partner that plans to use direct linkage as a service delivery method (as described in Section 5 of these guidelines).
 - ii. The required checklist will be available on the WIOA Implementation portal as a fillable document.
- i. **Identification of referral methods:** Required partners will negotiate and describe in the MOU specific methods to refer participants between the one-stop operator and the required partners in the local area. These methods must encompass specific arrangements to assure that individuals with barriers to employment, including individuals with disabilities, can access available services.
- j. **Identification of the role of the one-stop operator:** The MOU must describe the role of the one-stop operator for each applicable service location. The role of the one-stop operator must comply with requirements specified in 20 CFR Parts 678.620, 678.625 and 678.630 and in Illinois State policy.
- i. The MOU must also affirm that the one-stop operator will not perform any of the prohibited roles to avoid a conflict of interest.
 - ii. The local workforce board chair may elect to designate the one-stop operator as a resource required partners can access to provide staff who can be cross-trained to provide services on behalf of a required partner.
 1. If this action is taken, then the MOU must also describe the basis for determining each participating partner's contribution toward the cost of the one-stop operator staff who is cross-trained.
- k. **Define data sharing:** The MOU will define how core program partners will share local data and information—and otherwise collaborate to assure all primary indicators of performance for the local area will be achieved—while also protecting the

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confidentiality of Personally Identifiable Information (PII) for program participants.

1. **Explanation of cost sharing agreements:** The MOU will include a budget narrative explaining and supporting the annual one-stop operating budget spreadsheet to identify how required partners are sharing one-stop center infrastructure costs (i.e., the infrastructure funding agreement) and other, additional costs of the local workforce delivery system.
 - i. Cost sharing decisions and the infrastructure funding agreement will be documented in an approved, one-stop operating budget using the prescribed spreadsheet in accordance with Sections 2 and 3 of these guidelines.
 - ii. An electronic, fillable version of the most recent version of the one-stop operating budget spreadsheet will be available on the WIOA Implementation portal.
 - iii. The local MOU must be amended and signed annually by all parties to the MOU to formalize the agreed-upon annual one-stop operating budget, including the infrastructure funding agreement, as described in Sections 2 and 3 of these guidelines.
- m. **Process if consensus cannot be reached:** The process and efforts of the LWIB and required partners to negotiate the MOU—and the process to be followed when consensus cannot be reached—must be described in the MOU.
 - i. The MOU will also describe the process for resolving any disputes that evolve after the agreement is reached.
- n. **Contingency on Federal funding:** The MOU must acknowledge that the commitments made in the MOU are contingent on the availability of Federal funding for each required program.
- o. **Contingency on State funding for State-administered programs:** The MOU must acknowledge, per the State Finance Act (30 ILCS 105/30), that the agreement is contingent on and subject to the availability of funds for State agency partners who administer required programs under WIOA.
 - i. The State agency partner may terminate or suspend the MOU in whole or in part without penalty if:
 1. The funds to which the MOU commits a State agency partner have not been approved or

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- otherwise made available to the State agency by the State or Federal funding source;
 - 2. The Governor or State agency partner reserves funds; or
 - 3. The Governor or State agency partner determines that funds will not or may not be available for payment.
 - ii. The State agency partner shall provide written notice as soon as practical to other required partners if funds are not available and of its election to terminate or suspend the MOU.
 - iii. Any suspension or termination pursuant to the provision in the MOU will be effective upon the date of written notice unless otherwise indicated.
- p. **Signatures:** Upon agreement, the LWIB, CEOs and required partners are required to sign the MOU.
- i. Each required partner's signature on the local MOU—and subsequent amendments—signifies agreement to the content of the MOU and the annual one-stop operating budget, including the infrastructure funding agreement, as described in Sections 2 and 3 of these guidelines.
 - ii. All signatures must be legible and will be rejected if they are illegible. Scanned documents may need to be darkened to ensure the legibility of the signature and acceptance by the Office of the Illinois Comptroller.
 - iii. A stamped signature must be accompanied by the full name and title of the party affixing the stamped signature to the MOU.
 - iv. Signed MOUs must be submitted to an individual to be designated annually by the Governor by June 30 each year in which the MOU is negotiated.
9. **Interim one-stop operating budget with the final MOU:** Local workforce areas may include an interim one-stop operating budget with submission of the agreed-upon MOU if all other parts of the MOU have been negotiated (678.715(c)). The interim one-stop operating budget must be finalized within six months of when the MOU is signed.
10. **Duration of the MOU:** The local MOU and frequency at which MOUs will be reviewed will be determined by each LWIB but may not exceed three years.

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11. **Failure to reach agreement on the MOU:** Only local areas that fail to reach agreement at the end of the State-level remediation period will be considered at impasse as described in Section 3 of these guidelines.

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12. **Purpose of annual MOU budget:** The annual one-stop operating budget is an essential component of the local MOU, which serves as a contract between required partners in the local area and payees.

- a. The one-stop operating budget encompasses agreements on how required partners will share in two types of costs: 1) **infrastructure costs** to which required partners must contribute to fund the operations of one-stop centers within the local area and 2) **local service delivery system costs** that are identified by and agreed upon by required partners in the local area. Each type of shared cost is defined in Appendix B of these guidelines.
- b. Local areas must use the required one-stop operating budget spreadsheet, which is an Excel template issued annually as a supplement to these Governor's Guidelines.
- c. The annual infrastructure funding agreement documented in the one-stop operating budget spreadsheet must be explained in a budget narrative specific to the applicable program year.
 - i. The budget narrative must include a table identifying each required partner's total cash contribution toward its proportionate share of infrastructure costs and local service delivery system costs for the applicable program year.
 - ii. The table must also show the dollar amount of a 10% variance from each partner's total cash contribution to enable payment if actual costs exceed budgeted costs by 10% or less for that program year.
- d. When multiple providers of WIOA Title II Adult Education and Career-Technical Education Perkins IV colleges exist in a single LWIA, **each** college/provider is expected to pay a portion of the total agreed-upon infrastructure costs and shared local service delivery system costs for that partner, as determined under the MOU unless otherwise agreed upon.
 - i. If colleges/providers use Federal funds to pay the infrastructure costs and shared local delivery system costs, these costs must be paid from their respective Federal grant under general direct administrative funds. Federal

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- general direct administrative funds are limited to 5%, unless otherwise negotiated.
- ii. It is expected that each Adult Education provider or CTE-Perkins IV college recipient contributes towards the local infrastructure costs and shared local delivery system costs in a comprehensive one-stop center unless some other agreement is made among the Title II Adult Education providers or is made among the CTE-Perkins IV recipients.
 - iii. Colleges and providers have the option to pay the one-stop operator as individual entities or to agree for one college/provider to receive the funds for all and pay the one-stop operator.
- e. When two or more grant recipients or contractors of a required partner program (other than Adult Education and Career-Technical Education Perkins IV colleges) are carrying out the program in a local area, both of these entities must contribute to infrastructure costs, including an affiliate center, if those partners are participating in that affiliate center ([TEGL 17-16](#)).
 - f. The budget narrative is a required section in the MOU, which must be amended, signed and submitted annually along with the annual one-stop operating spreadsheet in accordance with Section 5 of these guidelines.
- 13. Cost allocation methodology:** Required partners must share costs to operate one-stop centers in proportion to the benefit each partner receives by participating in the local workforce delivery system. The proportion of each required partner's FTE staffing dedicated to support the operation of each one-stop center in the local area will be used as the basis for determining each required partner's allocation of the agreed-upon shared costs.
- a. FTE staffing is defined to include:
 - i. Required partner or contractor FTE staff onsite at the one-stop center, and
 - ii. Required partner or contractor FTE staff who are offsite but who are dedicated and available on demand to meet service access requirements via "direct linkage," as defined in Appendices B and I of these guidelines.
 - b. Required partners must commit a minimum of a .25 FTE staff to provide services at the one-stop center through either onsite program staff or contractor staff, onsite program staff or

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contractor staff who are cross-trained to deliver services on behalf of another required partner, or through offsite staff available via on demand technology meeting the requirements of “direct linkage” as defined in Appendix I of these guidelines and 20 CFR Part § 678.305(d).

- i. Partners committing less than 1 FTE must ensure required program services are available during all regular business hours in accordance with Section 1, 8(f) of these guidelines.
 - ii. A leaseholder, one-stop operator or required partner may not deny a partner from providing services onsite because the partner commits less than 1 FTE to a comprehensive one-stop center or affiliate or specialized center. This provision does not prevent the leaseholder, one-stop operator or required partner from negotiating the terms of the lease and space rental agreements.
- c. While discouraged, other cost allocation methods may be used as long as the required partners formally agree on the method and as long as the method is consistent with [“Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”](#)

14. Local infrastructure costs and funding mechanism: Required partners in each local area are expected to reach agreement on how infrastructure costs will be shared proportionately among required partners for each one-stop center in the local area. Local agreement enables use of the local infrastructure funding mechanism as defined in Appendix B.

- a. Use of the local infrastructure funding mechanism means each required partner’s contribution to infrastructure costs of each one-stop center is determined through local agreement.
- b. The local funding mechanism is the primary method for funding infrastructure costs of comprehensive one-stop centers and affiliate or specialized centers.
- c. If the LWIB and required partners cannot agree on infrastructure costs, local control of partner contributions is forfeited. Instead, partner contributions will be determined independently by the Governor under the State funding mechanism.
- d. The State funding mechanism will be used only as a last resort if required partners fail to reach agreement in a local area.

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- e. The State funding mechanism only applies to *required* one-stop partners and cannot be triggered by additional one-stop partners in a local area not reaching consensus on the infrastructure funding agreement in the one-stop operating budget ([TEGL 17-16](#), page 20).

15. Identification and negotiation of local infrastructure costs: Local one-stop center infrastructure costs to be shared among all required partners will be defined in the infrastructure funding agreement within the one-stop operating budget spreadsheet that is issued annually. *(A list of infrastructure cost line items and definitions is included as Appendix D to these guidelines. This list is not all inclusive.)*

16. Negotiation of required partners' contribution methods to cover allocated infrastructure costs: Once the infrastructure costs are known and agreed-upon by required partners in the local area, then the costs will be allocated proportionately to each required partner in the local area.

- a. Each required partner must identify in the one-stop operating budget and *explain in the MOU narrative* the contribution method that the partner will use to satisfy its allocated amount of infrastructure costs. The allowable contribution methods include the following (note that contributed personnel or staffing are not allowable as sources of a partner's contribution toward infrastructure costs):

- i. Cash contributions provided either directly or by interagency transfer.
- ii. Locally agreed-upon and fairly-valued non-cash contributions comprised of expenditures incurred by one-stop partners on behalf of the one-stop center; non-cash contributions of goods and services contributed by a required partner and used by the one-stop center that provide tangible benefits for the local service delivery system. Each non-cash contribution must meet the following criteria:
 1. Be recognized and accepted by all other partners;
 2. Have the effect of offsetting a cash contribution toward local infrastructure costs of the one-stop center that would otherwise be due from the partner making the non-cash contribution; and
 3. Be valued consistently with 2 CFR Part 200.306 to ensure they are fairly evaluated and meet the contributing partner's proportionate share.
- iii. Third-party in-kind contributions of space, equipment, technology or other non-personnel costs by a *non-one-*

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stop partner. These third-party in-kind contributions are intended to support the one-stop center in general or a specific partner's proportionate share of one-stop infrastructure costs.

17. Identification and negotiation of local service delivery system costs:

All required partners under WIOA are required to use a portion of their program funds to pay additional costs related to the operation of the one-stop delivery system in the local workforce area. These costs include the costs of providing shared career services to individuals, costs to support local workforce board functions and other costs that promote the integration of services. *(Appendix D to these guidelines provides examples of costs that may be considered by required partners to share as local delivery system costs. This list is not all inclusive.)*

- a. Local service delivery system costs are split into two categories:
 - i. Delivery system costs specific to a one-stop center (e.g., resource room specialist serving only that one-stop center); and
 - ii. Delivery system costs that spread across all service locations in the local area (e.g., local workforce board staff costs that contribute to all centers in the local area).
- b. Required partners will identify and negotiate both types of local service delivery system costs and reflect those cost items in the one-stop operating budget and MOU narrative.

18. Negotiation of required partners' contribution methods to cover allocated amounts of local service delivery system costs: Once the local service delivery system costs are known and agreed-upon by all required partners, then the costs will be allocated proportionately to each required partner in the local area.

- a. Each required partner must identify in the one-stop operating budget and explain in the MOU narrative the contribution method that the partner will use to satisfy its allocated amount of local service delivery system costs. The allowable contribution methods include the following (note that personnel costs or staff time are allowable contributions toward local service delivery system costs):
 - i. Cash contributions provided either directly or by interagency transfer.
 - ii. Locally agreed-upon and fairly-valued non-cash contributions comprised of expenditures incurred by one-

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stop partners on behalf of the one-stop center, non-cash contributions of goods, services or staff time contributed by a required partner and used by the one-stop center that provide tangible benefits for the local service delivery system. Each non-cash contribution must meet the following criteria:

1. Be recognized and accepted by all other partners;
 2. Have the effect of offsetting a cash contribution toward local one-stop delivery system costs that would otherwise be due from the partner making the non-cash contribution; and
 3. Be valued consistently with 2 CFR Part 200.306 to ensure they are fairly evaluated and meet the contributing partner's proportionate share.
- iii. Third-party in-kind contributions of space, equipment, technology or other non-personnel costs by a *non*-one-stop partner. These third-party in-kind contributions are intended to support the one-stop center in general or a specific partner's proportionate share of one-stop infrastructure costs.

b. Required partners are encouraged to give priority to shared costs which bring about integration, streamline service delivery and lead to better outcomes.

c. The amount each required partner contributes to local one-stop service delivery system costs must be allowable under each required partner's statutory and regulatory requirements. Contribution amounts must also be proportionate to the benefit received and determined in accordance with "[Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)."

19. Annual budget negotiation process: Each local workforce board chair is to designate an impartial individual to lead negotiations of the annual one-stop operating budget. If the local workforce board chair and required partners deem the individual designated to lead annual budget negotiations as not being impartial, then the local workforce board chair—with agreement by required partners in the local area—must request a waiver as described in Section 4 of these guidelines.

a. The impartial, lead budget negotiator designated by the local workforce board chair will develop a general schedule for negotiations of the one-stop operating budget and will identify the essential information that will need to be gathered to support negotiations.

- b. Examples of information to gather before negotiations begin follow:
 - i. A list of all required partners participating in the local workforce area;
 - ii. All contracts affecting or affected by the one-stop operating budget negotiations;
 - iii. All lease information for the one-stop centers;
 - iv. Actual costs incurred by required partners in the prior program year under WIOA;
 - v. The number of FTEs that required partners committed to the operation of the local one-stop delivery system in the prior year, as well as any information required partners collected to demonstrate the demand for their services at the one-stop centers in the prior year; and
 - vi. The number of comprehensive one-stop centers, affiliate centers, specialized centers or other service locations in the local area.

- c. As part of gathering the lease information for one-stop centers; the entity or entities serving as leaseholder for the one-stop centers in the local area will provide the impartial budget negotiator with the following specific information:
 - i. Information on the term of the lease;
 - ii. Specific cost items covered by the lease; and
 - iii. Actual costs in the prior program year for all one-stop center infrastructure cost line items which are not covered by the lease and that are to be included in the one-stop center operating budget.

- d. Once all essential information is gathered or questions for negotiation are identified, then the impartial budget negotiator will convene an initial meeting of all required partners to begin developing the one-stop operating budget for the upcoming program year.
 - i. At the initial meeting, the impartial budget negotiator and required partners will review and discuss actual costs in the prior year, the demand for services at the one-stop centers in the prior year and expected new needs for the upcoming program/budget year.

- e. The impartial budget negotiator will obtain assistance as needed to prepare a draft budget for future consideration by all required

SECTION 2

ANNUAL NEGOTIATION OF LOCAL SHARED COSTS

partners. The draft budget must be consistent with these Governor’s Guidelines.

- f. The impartial budget negotiator will ensure a draft budget is presented to all required partners at least two weeks prior to a second meeting of budget negotiations.
- g. At the second meeting, the required partners will review the draft budget—which encompasses the infrastructure funding agreement—and make agreed-upon revisions.
- h. The impartial budget negotiator will prepare a final budget that allocates agreed-upon infrastructure and local service delivery system costs proportionately among required partners. These costs will be allocated among required partners in accordance with the agreed-upon cost allocation methodology and consistent with Section 2, item 13 of these guidelines.
- i. The impartial budget negotiator will distribute the final budget at least two weeks prior to a third meeting of budget negotiations.
- j. At the third meeting, required partners will be asked to approve the final one-stop operating budget.
- k. The final, approved one-stop operating budget—which encompasses the infrastructure funding agreement—will be incorporated annually into the MOU through amendment procedures specified in the MOU.
 - i. The amended sections of the MOU must be submitted using the “Cover Page for Submittal of MOU Amendments and Annual One-stop Operating Budgets” (provided as Appendix H to these guidelines), which specifies that the parties to the MOU mutually agree to the amendment and that all other terms and conditions of the MOU remain in effect.
 - ii. The “Cover Page” is provided as Appendix H to these guidelines and will be available as a fillable form on the WIOA Implementation portal.
 - iii. The completed Cover Page, the amended sections of the MOU and one-stop operating budget will be submitted to the individual designated by the Governor consistent with Section 5 of these guidelines.

20. Failure to reach agreement on cost sharing: If, after the 30-day State-level remediation period described in Section 3, item 23 of these

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ANNUAL NEGOTIATION OF LOCAL SHARED COSTS

guidelines, required partners cannot reach agreement on infrastructure costs of the one-stop centers in the local area, the State infrastructure funding mechanism will be instituted as described in item 22 below.

SECTION 3

NEGOTIATION OUTCOMES (FOR MOUS AND ANNUAL BUDGETS)

21. **Reporting of outcomes:** Local workforce boards must submit to an individual designated by the Governor annually a final report on the outcomes of the negotiations, including for negotiations of the entire MOU during years when the MOU is renegotiated and for annual negotiations of one-stop operating budgets.
 - a. The final report of outcomes of the one-stop operating budget must be accompanied by a preliminary budget submitted using the one-stop operating budget spreadsheet provided in conjunction with these guidelines.
 - b. The “Report of Outcomes” is provided as Appendix G to these guidelines and will be available as a fillable form on the WIOA Implementation portal.
 - c. The final report of outcomes and draft budgets are due to the individual designated by the Governor by April 15 each calendar year unless otherwise notified.
22. **State-level remediation:** For local areas reporting that they were unable to reach agreement on the local MOU or on the annual one-stop operating budget by the end of the negotiation periods, an additional 30-day remediation period will be provided.
 - a. During the remediation period, a State-level Team of core program partner representatives and other affected required program partner representatives will work with the LWIB, CEOs and required partners in an attempt to facilitate agreement.
 - b. This State-level Team is empowered to assign specific cost contributions to required partners when disagreements are minor or deemed unreasonable.
 - c. The assignment of a required partner's cost share will follow the methodology described in item 23 of these guidelines.
23. **Failure to reach agreement:** If, after the 30-day State-level remediation period, required partners cannot reach agreement on infrastructure costs of the one-stop centers in the local area, the State infrastructure funding mechanism will be instituted.

SECTION 3

NEGOTIATION OUTCOMES (FOR MOUs AND ANNUAL BUDGETS)

- a. The State infrastructure funding mechanism may be considered for all one-stop centers and affiliates for which required partners have reached an impasse on the local infrastructure funding agreement ([TEGL 17-16](#) and FAQ issued January 2017, Question 7, page 5).
- b. Local workforce boards in local areas where agreement on infrastructure cost contributions is not reached, thereby triggering the State infrastructure funding mechanism, must provide the following written materials for the Governor's use in determining the infrastructure cost contributions to be made by required partners:
 - i. The local WIOA plan;
 - ii. The proposed one-stop operating budget for the local area;
 - iii. A statement indicating whether disagreement is about one of the following:
 1. The total infrastructure cost budget and/or individual line items included within it;
 2. The proportionate share of the budget to be allocated to partners, including a list of required partners not in agreement with the proportionate share allocated; or
 3. Both the infrastructure cost budget and the proportionate share allocations;
 - iv. A description of the cost allocation methodology used to determine proportionate share allocations;
 - v. The amounts allocated to each required partner;
 - vi. The amount of each partner's proportionate share being made via cash and non-cash contributions; and
 - vii. A list and brief description of all outstanding, non-financial areas on which required partners have failed to reach agreement.
- c. Upon review of these materials, the Governor may either accept the infrastructure funding agreement encompassed in the one-stop operating budget submitted by the local workforce board *or* establish a new infrastructure funding agreement by applying the following factors, weights and guidance established by the Illinois Workforce Innovation Board pursuant to § 678.745.
 - i. *"If the Governor does not accept the one-stop infrastructure budget developed in the local area which fails to reach agreement, the Governor will develop a reasonable one-stop center infrastructure cost budget taking into account center size, location, local area*

SECTION 3

NEGOTIATION OUTCOMES (FOR MOUs AND ANNUAL BUDGETS)

demographics, services provided and cost factors for similarly-sized and situated comprehensive one-stop centers, affiliates or specialized centers.”

- d. Regardless of which infrastructure budget the Governor chooses, the Governor will make determinations of each partner's proportionate share using the allocation methodology described in Section 2, item 13, provided these amounts do not exceed the statutory cap calculated for each partner according to the requirements of §678.731, §678.737 and §678.738.
 - e. Comprehensive one-stop centers will be funded as a priority if use of the State Funding Mechanism results in required partners' allocations exceeding the statutory caps defined per program year.
 - f. Local areas that cannot reach agreement on an MOU or on the annual one-stop operating budget at the end of the 30-day remediation period will be reported to the U.S. Secretary of Labor and the head of any other relevant Federal agency as required in 20 CFR Part 678.510(c)(2).
24. **Grounds for Appeal:** As provided in 20 CFR Part 678.750, a required partner may appeal the Governor's determination based on a claim that:
- a. The Governor's determination is inconsistent with the proportionate share requirements of 20 CFR Parts 678.735, 678.736 and 678.737; or
 - b. The Governor's determination is inconsistent with the cost contribution caps described in 20 CFR Part 678.738;
25. **Appeals process:** An appeal to the interagency work groups comprised of representatives of core and required partners established to act on behalf of the Governor must be made within 21 days of the Governor's determination of each required partner's proportionate share of comprehensive one-stop center infrastructure costs;
- a. Action at the State level on the appeal must occur within 30 days of the date of an appeal.
 - b. Following State action on the appeal, a required partner may request a review of this determination through an appeal to the Illinois Workforce Innovation Board.

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SECTION 3

NEGOTIATION OUTCOMES (FOR MOUs AND ANNUAL BUDGETS)

- c. The Illinois Workforce Innovation Board has 30 days to either hear the appeal and render a decision or to inform the required partner of its decision not to hear an appeal.
- d. In instances where the Illinois Workforce Innovation Board refuses to hear a required partner appeal, the State-level decision stands.

SECTION 4

WAIVER PROCESS

26. Request for a waiver to the Governor's Guidelines: A local workforce board seeking a waiver to any provision of these Governor's Guidelines must submit a written request to the individual annually designated by the Governor. This request must:

- a. Specify the provision in these Governor's Guidelines for which a waiver is being requested;
- b. Indicate whether all required partners in the local area agree to seek a waiver of the provision identified;
- c. Provide a detailed rationale for the waiver request, including a description of the negative consequences or impact that will result in the absence of a waiver;
- d. Affirm that the waiver requested complies with the "[Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)" when applicable;
- e. Document that the waiver request has been presented to and approved by the local workforce board chair; and
- f. Be submitted with the "Pre-program Year Planning Form" by December 31 if the individual designated to lead annual budget negotiations is deemed by required partners not to be impartial, or if the need to request a waiver of other provisions is known at the time; or
- g. Be submitted with the April 15 submission and "Report of Outcomes" included as Appendix G to these guidelines; or
- h. Be submitted at any time during the program year that required partners in the local area agree to seek a waiver.

27. Waiver approval process: The interagency work groups comprised of representatives of core and required partners established to act on behalf of the Governor will assess each waiver request on an individual basis.

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SECTION 4

WAIVER PROCESS

Determinations will be made as part of the annual State-level review process described in Section 6 of these guidelines.

- a. Only waiver requests regarding provisions of the Governor’s Guidelines over which the State has complete discretion will be considered.
- b. The State does not have authority to consider waivers of any requirement specified in Federal law, regulation or other authoritative Federal guidance.

SECTION 5

ANNUAL SUBMISSION REQUIREMENTS / AMENDMENT PROCEDURES

28. Annual submission requirements: In each new program year (coinciding with each new State fiscal year), local workforce board chairs will be responsible for submitting required documentation to an individual to be designated annually by the Governor. The table included as item 30 below specifies the due dates, individuals responsible and material required for submittal.

29. MOU amendments: Any time a local area amends an MOU, the LWIB chair and CEOs will submit the amended sections of the MOU and new signatures to the State. Amendments must be made annually to incorporate the one-stop operating budget and may be made at other times as determined locally. The submission will be made to the individual designated annually by the Governor.

30. Annual Submission Requirements Timetable

Timeframe	Individuals Responsible	Items to Submit
January 1	LWIB chair	<ol style="list-style-type: none"> 1. Pre-program Year Planning Form identifying: <ol style="list-style-type: none"> a. Lead MOU negotiator b. Impartial individual responsible for negotiating the annual budget c. Individual responsible for periodic reconciliation d. General timetable for negotiations of the MOU and/or annual budget, including requests to waive specific provisions of these Governor’s Guidelines

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SECTION 5 ANNUAL SUBMISSION REQUIREMENTS / AMENDMENT PROCEDURES

April 15	LWIB chair, CEOs Required partner staff familiar with direct linkage	<ol style="list-style-type: none"> 1. Report of Outcomes from Local MOU/Budget Negotiations 2. Draft one-stop operating budget spreadsheet 3. Any requests for waivers to specific Governor’s Guidelines provisions with supporting documentation and rationale 4. Required Checklist for Local Partner Service Delivery via Direct Linkage
June 30	LWIB chair, CEOs	<ol style="list-style-type: none"> 1. Signed MOU with applicable amendments, including the annual one-stop operating budget amendment, and signature pages 2. One-stop operating budget spreadsheet specifying whether the budget is interim or final
October 31	Local board staff	<ol style="list-style-type: none"> 1. MOU as revised per the State-level Review Team’s required revisions and submittal of LWIB meeting agenda verifying board approval within five business days of the first board meeting immediately following the submission of all revisions

SECTION 6 ANNUAL STATE-LEVEL REVIEW

- 31. State-level review of MOUs and annual budgets:** Once final MOUs and one-stop operating budgets are submitted on June 30, a State-level review will be conducted by a team consisting of State-level partners of all required programs encompassed by WIOA.
- a. The State-level review focuses on completeness, compliance and program-specific observations in accordance with Federal and State requirements under WIOA, including these Governor’s Guidelines.
 - b. The State-level review team identifies required revisions to MOUs or one-stop operating budgets to ensure completeness, compliance and to recognize best practices that support future negotiations and outcomes in the local area.
 - c. The State-level review team issues a letter to each LWIB chair informing required partners whether the MOU and/or one-stop operating budget are approved or whether any revisions are required by a specific date.

SECTION 6

ANNUAL STATE-LEVEL REVIEW

32. Required revisions to MOUs and annual budgets: Any required revisions are due to the individual designated by the Governor within 30 days of the notification letter from the State-level review team.

- a. The required revisions do not require a 30-day public notice prior to submission; however, all local workforce boards are encouraged to make their revised MOUs and one-stop operating budgets available for public viewing.

SECTION 7

PERIODIC RECONCILIATION OF SHARED COSTS

33. Periodic reconciliation requirements: WIOA requires that the “one-stop operating budget must be periodically reconciled against actual costs incurred and adjusted accordingly” ([TEGL 17-16](#)).

- a. In Illinois, local workforce areas must reconcile budgeted to actual costs at least semi-annually.
- b. The local workforce board chair determines the frequency at which reconciliation will occur and designates the individual responsible for conducting periodic reconciliation.

34. Identification of benefits received: Shared costs—both local infrastructure costs and local service delivery system costs—to operate a local one-stop delivery system must be allocated according to the “proportionate benefit received” by each partner, consistent with the Federal cost principals of 2 CFR part 200. This includes ensuring costs are allowable, reasonable, necessary and allocable (§ 678.760(d)).

- a. The general reconciliation process starts with identifying the applicable benefits each required partner receives as a result of its participation in funding one-stop centers and local service delivery systems.
- b. The individual responsible for reconciliation documents each required partner’s benefits received to support the allocated amounts and any adjustments needed as the result of reconciliation.
 - i. A sample matrix of benefits received by required partner is provided in the “[Handbook for Conducting Periodic Reconciliation of Budgeted to Actual Costs](#).”
 - ii. The reconciliation handbook is available on the WIOA implementation portal.
- c. The benefits received can be basic, measurable benefits such as office space or access to equipment, or they can be programmatic

SECTION 7

PERIODIC RECONCILIATION OF SHARED COSTS

such as potential increased referrals or improved coordination of services.

35. Reconciliation process: The individual responsible for reconciliation develops a process for identifying actual costs at the end of each reconciliation period (as defined in Appendix B).

- a. Following the end of each State fiscal year, and after all budgeted infrastructure and local service delivery system costs have been incurred, the individual designated by the local board chair to conduct periodic reconciliation will assure budgeted costs are reconciled to actual costs and relative benefits received.
- b. A suggested process for the individual responsible for reconciliation is provided in the [“Handbook for Conducting Periodic Reconciliation of Budgeted to Actual Costs,”](#) which is available on the WIOA Implementation portal.
- c. Formal notice should be given to required partners to confirm any additional amounts owed or credit received as a result of the reconciliation process. The final notice should include a statement that each required partner’s share of the costs were found “to be proportionate to the benefit received.” (Sample language for the final notice is provided in the [“Handbook for Conducting Periodic Reconciliation of Budgeted to Actual Costs.”](#))
 - i. Reconciliation of budgeted to actual costs of the one-stop delivery system is a local process and does not require reporting to the State.
 - ii. Technical assistance from the State is available as needed.
- d. In general, required partners will make payments of any additional amounts owed within 60 calendar days from the end of the reconciliation period.
- e. When a State agency is the leaseholder, the reconciliation period ending June 30 marks the end of the program year and State fiscal year. Any amounts owed to the State agency should be paid within the State’s lapse period, which is the time between June 30 and August 31 when the State can still pay bills from the prior fiscal year. Amounts owed by the State agencies that are not paid before the end of the lapse period will be processed through the Illinois Court of Claims.

36. Special circumstances of reconciliation:

SECTION 7

PERIODIC RECONCILIATION OF SHARED COSTS

- a. **Invoicing for costs as they are incurred:** If actual costs are billed to required partners as costs are incurred throughout the program year, then the process of reconciling budgeted to actual costs would not be necessary. The invoices of actual amounts already account for any variances between budgeted and actual costs.
 - i. Even if reconciliation is not performed because costs are invoiced as costs are incurred, required partners in that local area must still document that their share of costs are proportionate to the benefit received.

- b. **Variance threshold for MOU amendments or reconciliation adjustments:** If the actual amount of an individual line item varies by more than 15% of the budgeted amount for that line item *and* accounts for more than 10% of the total budget, then an MOU amendment is required. Variances of this magnitude are deemed significant and need approval of all required partners.
 - i. If the significant variance is seasonal, then the fluctuation can be handled through the reconciliation process without requiring an amendment to the MOU.
 - ii. If the significant variance is permanent, then an amendment to the MOU and one-stop operating budget is required with new partner signatures.

- c. **Disagreement or non-payment of additional amounts owed:** Any required partner that disagrees with the reconciliation or the budget amendment resulting from the June 30 reconciliation period should provide written notification within 15 days of receipt of the final reconciliation notice to the individual responsible for reconciliation explaining the rationale for disagreement or non-payment.
 - i. The individual responsible for reconciliation should inform the local workforce board chair, who will follow the process agreed-upon in the MOU for resolving disputes after the one-stop operating budget is agreed upon.
 - ii. In the event that required partners cannot reach agreement following the process agreed upon in the local MOU, the individual responsible for reconciliation should provide to the individual designated by the Governor a report signed by the LWIB chair with any partner's justifications for non-payment, proposed solutions that were considered and the reasons the proposed solutions were not accepted.

SECTION 7

PERIODIC RECONCILIATION OF SHARED COSTS

- iii. An interagency work group comprised of representatives of core and required partners established to act on behalf of the Governor will consider the delinquent payee and the justification for nonpayment to identify next steps.
- d. **Failure to pay additional amounts owed within 60 days:** If a required partner fails to pay an additional amount owed within 60 calendar days of the end of the reconciliation period, then the individual responsible for reconciliation will request a written justification from that partner.
 - i. The individual responsible for reconciliation will provide to the individual designated by the Governor a report signed by the LWIB chair with any justification received, proposed solutions considered and reasons the proposed solutions were not accepted.
 - ii. An interagency work group comprised of representatives of core and required partners established to act on behalf of the Governor will consider the delinquent payee and any justification received to identify next steps to assure payment is made.

SECTION 8

ADDITIONAL ANNUAL GUIDANCE

37. Issuance of Supplemental Guidance: Additional guidance may be issued each program year in the form of Supplemental Guidance to these Governor's Guidelines. This Supplemental Guidance may include changes to the MOU template, one-stop operating budget spreadsheet, clarification of Federal guidance, and/or other new requirements state and local partners must meet.

APPENDIX A

TIMELINE FOR MOU NEGOTIATIONS AND ANNUAL BUDGET NEGOTIATIONS

ANNUAL TIMELINE	RECOMMENDED PREPARATORY ACTIVITY
November	<ul style="list-style-type: none"> • State agency legal and financial staff identify and communicate any issues to an interagency work group comprised of representatives of core and required partners established to act on behalf of the Governor regarding requirements to include in the MOU Template or other items the agency requires to approve the MOU as a contract to authorize payment to required partners
December	<ul style="list-style-type: none"> • Local MOU/budget negotiators: <ul style="list-style-type: none"> ○ Develop list of core and required partners for LWIAs, including contact names and information ○ Confirm required partners’ commitment to enter negotiations and to participate in the local workforce delivery system ○ Establish tentative schedule of negotiation meetings ○ Gather and review contracts needed to support negotiations ○ Compile and review actual costs for previous program year ○ Initiate conversations with LWIB, CEOs, businesses, labor organizations, community-based organizations, Adult Education providers and other stakeholders to determine comprehensive, affiliate, and specialized centers and other service locations • Electronic, fillable versions of required forms and spreadsheets are distributed and available on the WIOA Implementation portal
ANNUAL TIMELINE	REQUIRED ACTIVITY
January 1	<ul style="list-style-type: none"> • Submit Pre-Program Year Planning Form (Appendix C) • Initiate local negotiations of MOUs and annual one-stop operating budgets¹
April 15	<ul style="list-style-type: none"> • Local MOU negotiations end² • Local board chairs and CEOs report outcomes of local MOU negotiations to the Governor using the standard Report of Outcomes (Appendix G) • Local boards provide a draft local one-stop operating budget with the Report of Outcomes

¹ LWIAs may initiate local negotiations prior to January 1.

² LWIAs may include an interim infrastructure funding agreement in the MOU if all other parts of the MOU have been negotiated (§ 678.715(c)). The interim infrastructure agreement must be finalized within six months of when the MOU is signed.

APPENDIX A

ANNUAL TIMELINE	REQUIRED ACTIVITY
	<ul style="list-style-type: none"> Required partners submit the “Required Checklist for Local Partner Service Delivery via Direct Linkage” to lead MOU negotiator for the local area (Appendix I)
May 1	<ul style="list-style-type: none"> For LWIAs not reaching agreement on infrastructure costs, a 30-day remediation period begins
By May 31	<ul style="list-style-type: none"> Issuance of letters to LWIAs from State-level interagency work group comprised of representatives of core and required partners established to act on behalf of the Governor with feedback on draft budgets
May 31	<ul style="list-style-type: none"> LWIAs at an impasse on infrastructure costs of comprehensive one-stop centers or of affiliate or specialized centers are identified
June 15	<ul style="list-style-type: none"> A final determination of each required partner’s proportionate share of infrastructure costs of the one-stop centers within the local area using the State infrastructure cost funding mechanism³
June 30	<ul style="list-style-type: none"> Local board chairs and CEOs submit a signed MOU with one-stop operating budget to an individual designated by the Governor in every year in which an MOU is renegotiated (using the required cover page for MOU amendments (Appendix H)) LWIAs unable to reach agreement on MOUs are referred to the U.S. Secretary of Labor and head of any other relevant Federal agency
Fall	<ul style="list-style-type: none"> Letters to LWIAs from the State are issued with final MOU disposition of whether the MOUs and one-stop operating budgets are approved or require changes to be approved
Within 30 days of the letters to LWIAs of whether the MOUs and budgets are approved or require revisions	<ul style="list-style-type: none"> Local workforce board chairs and CEOs submit required revisions of MOUs and one-stop operating budgets at the direction of the State

³ A required partner has 21 days from the Governor’s determination to appeal.

APPENDIX B

GLOSSARY

TERM	DEFINITION
1. Access site	A site that provides access to one or more partner services but is not designated as a one-stop center. This is determined by an LWIB in consultation with the WIOA partner agencies. Access sites must link physically or technologically to the comprehensive one-stop center and any appropriate affiliate centers. They do not need to be included in operating costs in the MOU, nor do they need to go through the certification process.
2. Affiliate center	<p>A center that makes available to job seekers and employer customers one or more of the one-stop partners' programs, services, and activities. Affiliate centers must share in infrastructure costs as negotiated and represented in the Memorandum of Understanding (MOU). Affiliate centers are optional and subject to local negotiations.</p> <p>Note that Wagner-Peyser Employment Services provided by the Illinois Department of Employment Security may not serve as a stand-alone affiliate center and must be co-located with at least one or more other partners with the physical presence of combined staff more than 50 percent of the time the center is open.</p>
3. Comprehensive one-stop center	A single physical location in each Local Workforce Innovation Area (LWIA) where on-demand access to career services, training services, employment services and all required programs is available. Staff must provide Adult, Dislocated Worker, Youth and Wagner-Peyser services physically on-site.
4. Comprehensive one-stop center infrastructure costs	WIOA Section 121(h)(4) defines infrastructure costs to mean: "...the non-personnel costs that are necessary for the general operation of the one-stop center, including the rental costs of facilities, the costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facility access to the one-stop center, including the center's planning and outreach activities."
5. Contribution methods	<p>Cash contributions: Cash contributions a partner makes to pay for its proportionate share of costs.</p> <p>Non-cash contributions: Non-cash contributions of goods or services made by a partner program to support the operation of a one-stop center, affiliate or specialized center.</p> <p>Third-party, in-kind contributions: Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a <i>non</i>-one-stop partner to support the one-stop center</p>

APPENDIX B

TERM	DEFINITION
	<p>in general, not a specific partner; or contributions by a non-one-stop partner of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, to a one-stop partner to support its proportionate share of one-stop infrastructure costs.</p>
<p>6. Full-time equivalent (FTE)</p>	<p>The total number of hours worked (whether part-time, full-time or contracted) divided by an average full-time work week (e.g., 40 hours).</p> <p>Example: <i>Two employees who each work 20 hours per week are the equivalent of one full-time employee e (FTE) (20 + 20 = 40/40 = 1 FTE). One employee who works 20 hours per week is expressed as .5 FTE 20/40 = .5 FTEs)</i></p>
<p>7. Local one-stop center infrastructure cost funding mechanism</p>	<p>The method used to cover infrastructure costs of the local comprehensive one-stop center(s) in a local area when all required partners agree about how those costs will be shared. Cash, non-cash and third-party in-kind contributions are allowable types of contributions required partners can use to cover their fair share of the infrastructure costs under this mechanism. Under this mechanism, there is no maximum amount that each required partner can contribute to a one-stop center’s infrastructure costs, subject to limitations and requirements of each specific program.</p> <ul style="list-style-type: none"> ○ In-kind staffing is not an allowable contribution method for required partners to cover their allocated share of local infrastructure costs.
<p>8. Local one-stop delivery system</p>	<p>The network of workforce-related products, programs, services and service locations established to meet business and jobseeker needs in a Local Workforce Innovation Area.</p>
<p>9. Local Workforce Innovation Area (LWIA)</p>	<p>A geographic area designated by the Governor to receive and administer WIOA funding at the local level according to Section 106 of the Workforce Innovation and Opportunity Act.</p>
<p>10. Memorandum of Understanding (MOU)</p>	<p>A document defining the agreement among the Local Workforce Innovation Board, CEOs and required partners relating to the operation of the workforce delivery system in the local area, including shared delivery system and one-stop center infrastructure costs.</p>
<p>11. Proportionate share</p>	<p>An amount determined by the Governor that represents a required partner’s portion of comprehensive one-stop infrastructure costs using the State infrastructure funding mechanism. This amount is determined through a reasonable cost allocation methodology that assigns costs to required partners in proportion to relative benefits received based on FTEs.</p>

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TERM	DEFINITION
<p>12. Proportionate use</p>	<p>Factors that reasonably indicate the potential demand in a geographic area for services in comprehensive one-stop centers. Proportionate use is a formula element used in the calculation of required partner caps under the State infrastructure cost funding mechanism. In Illinois, these factors are:</p> <ul style="list-style-type: none"> • <i>1/3 is based on the relative number of unemployed individuals in an LWIA compared to the total number in the State,</i> • <i>1/3 is based on the “relative excess” number of unemployed in an LWIA compared to the total excess number in the State, and</i> • <i>1/3 is based on the relative number of disadvantaged adults in an LWIA compared to the total number of disadvantaged adults in the State.</i>
<p>13. Reconciliation</p>	<p>The required process to periodically (at least semi-annually) reconcile budgeted to actual costs incurred in the local one-stop delivery system. The purpose of reconciliation is to ensure that the one-stop operating budget “reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner’s use of the one-stop center and relative to the benefit received” (TEGL 17-16). Reconciliation applies to both local infrastructure costs and local one-stop delivery system costs.</p>
<p>14. Reconciliation period</p>	<p>The time between the annual one-stop operating budget’s effective date and the identification of actual costs at a minimum of every six months. The process of reconciliation occurs after the reconciliation period ends.</p>
<p>15. Required partners</p>	<p>WIOA identifies 17 required program partners, four of which are “core program partners,” that must make services available in comprehensive one-stop centers and share in the cost of maintaining the one-stop delivery system as agreed upon in the Memorandum of Understanding (MOU). The 17 required partners follow:</p> <ol style="list-style-type: none"> 1. Workforce Development Activities serving youth, adults and dislocated workers under Title IB of WIOA 2. Adult Education and Literacy programs under Title II of WIOA 3. Employment Services under the Wagner-Peyser Act and Title III of WIOA 4. Vocational rehabilitation services under Title I of the Rehabilitation Act of 1973 and Title IV of WIOA 5. Career and technical education programs at the secondary and post-secondary levels under the Carl D. Perkins Career and Technical Education Act 6. Programs under the Trade Act of 1974 7. Title IV of the Social Security Act (Temporary Assistance for Needy Families (TANF) programs)

APPENDIX B

TERM	DEFINITION
	<ul style="list-style-type: none"> 8. Senior Community Services Employment Program (SCSEP) 9. Employment and training activities under the Community Services Block Grant (CSBG) 10. Housing and Urban Development employment and training activities 11. Unemployment compensation programs 12. Activities under the Second Chance Act of 2007 13. Veterans job counseling, training and placement programs under Chapter 41 of Title 38, United States Code 14. Migrant and Seasonal Farmworkers 15. National Farmworker Jobs Program 16. Job Corps career and technical education for youth 17. YouthBuild education and job pathways
<p>16. Shared one-stop delivery system costs</p>	<p>Additional, non-infrastructure, costs all required one-stop partners are required to pay to support the local service delivery system. These shared costs may include the cost of shared services authorized for an individual participant, such as intake and assessment costs, as well as shared costs of local board functions.</p>
<p>17. Specialized center</p>	<p>A center that meets the needs of a specific population, such as youth, veterans, or individuals with disabilities; key industry sectors or clusters. Specialized centers need not provide access to every required partner but should be knowledgeable about, and prepared to make referrals to, partners in the comprehensive or affiliate one-stop centers. Specialized centers must connect, physically or technologically, to a comprehensive center and any appropriate affiliate centers. Specialized centers must share in infrastructure costs as negotiated and represented in the MOU.</p> <p>Note that Wagner-Peyser Employment Services provided by the Illinois Department of Employment Security may not serve as a stand-alone affiliate center and must be co-located with at least one or more other partners with the physical presence of combined staff more than 50 percent of the time the center is open.</p>
<p>18. State one-stop infrastructure cost funding mechanism</p>	<p>The method used to cover infrastructure costs of the comprehensive one-stop center(s) in a local area when required partners are unable to agree on how to share those costs. The amount that each required partner can contribute to one-stop infrastructure costs is capped under the State funding mechanism. Funding under the State infrastructure funding mechanism is available only to certified comprehensive one-stop centers in local areas that cannot reach agreement on an MOU at the end of a 30-day remediation period.</p>

APPENDIX C

PRE-PROGRAM YEAR PLANNING FORM FOR LWIA _____

PROGRAM YEAR 20 _____

In preparation for annual MOU and budget negotiations each program year, it is important to begin planning each fall to meet various WIOA benchmarks and deadlines. To help ensure each local area is in the best position to fulfill all WIOA requirements related to submission of MOUs and one-stop operating budgets within the allotted timeframe for the upcoming program year, please complete and submit the following form to CWD-wioaplan@ad.siu.edu by December 31.

Included at the bottom of this form is a waiver request section that must be completed if the local workforce innovation board seeks a waiver from a specific provision of the Governor's Guidelines – Revision 3. If no waiver requests are known by December 31, then local areas must request any applicable waivers with the April 15 submittal of the preliminary budget and MOU negotiation Report of Outcomes.

For technical assistance in completing this form, please contact Mike Baker at Michael.Baker@illinois.gov. Additionally:

1. To ensure all required partners in the local area are aware of the submitted contents of this form, the form must be circulated to all required partners. Please indicate here the date by which the preliminary budget will be shared with all required partners: Click or tap to enter a date.
2. Please identify the lead negotiator for the MOU negotiations in your LWIA.
Enter name here
Enter email here
Enter phone number here
Enter organization name here
3. Please identify the impartial budget negotiator in your LWIA. **If the local workforce board chair and required partners in the local area determine that the individual(s) designated by the local workforce board chair to lead annual budget negotiations is not impartial, please complete and submit a waiver request as provided at the bottom of this form and as described in Section 4 of the Governor's Guidelines – Revision 3.**
Enter name here
Enter email here
Enter phone number here
Enter organization name here
4. Please identify the individual responsible for conducting periodic reconciliation of budgeted to actual costs in your LWIA.
Enter name here

APPENDIX C

Enter email here
 Enter phone number here
 Enter phone number here

5. Please identify the frequency at which reconciliation of budgeted to actual costs will occur in your local area (must occur at least semi-annually).

Click or tap here to enter text.

6. Using the fillable table below, please submit the proposed schedule for Program Year MOU and Budget Negotiations, in alignment with the general timeline provided in Appendix A of the Governor’s Guidelines – Revision 3 (Use only the rows needed to fully describe your specific negotiations schedule). Please include:

- a. Title of the meeting;
- b. What is to be discussed and/or decided in accordance with the timeline below;
- c. Whether the meeting is slotted to be in-person or over the phone; and
- d. The week and year of the planned date of completion of task.

PRIMARY ACTIVITY IN NEGOTIATIONS	PLANNED DATE OF COMPLETION (WEEK ENDING ON A SPECIFIC CALENDAR DATE AND YEAR)
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
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Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date
Please insert phone or in-person meeting information	enter date

WAIVER REQUESTS

- Described below is a request to be waived from specific provisions of the Governor’s Guidelines – Revision 3, as agreed upon by all required partners in the local area.

Please describe the waiver request(s) below, including:

APPENDIX C

- The specific requirement (including relevant citations of the Governor’s Guidelines – Revision 3) the local area is requesting be waived for the current program year MOU and budget negotiations, and
- Rationale for the State not holding the local area responsible for compliance with the specific requirement as described in the Governor’s Guidelines – Revision 3.

Requirement (including applicable citation(s) to specific provisions of the Governor’s Guidelines)	Rationale and Description of Negative Consequences or Impact in the Absence of a Waiver
1.	
2.	
3.	

APPENDIX D

EXAMPLES OF LOCAL SHARED COSTS

LOCAL INFRASTRUCTURE COST EXAMPLES

COST CATEGORY	INFRASTRUCTURE COST CATEGORY DEFINITION
Facilities Costs	
Lease cost	Annual amount due for comprehensive center space costs pursuant to a lease or other contractual arrangement.
Facility maintenance	Annual costs for upkeep and maintenance of leased space, including grounds keeping, trash and shredding, if not already included as part of the lease.
Property and casualty insurance	Annual cost of property and general liability insurance for the space, if not already included in the lease.
Security services	The cost of third-party contractors and/or camera-based surveillance, if not already included in the lease.
Cleaning services	Cost of janitorial services, if not already included in the lease.
Utilities	Electricity, water, gas and other utility costs associated with the comprehensive center space, if not included in the lease cost.
Technology Costs	
Telecommunications, including Internet	Cost of phone and internet connectivity in the resource room and other shared spaces in the comprehensive center.
Equipment and technology costs	Costs of shared computers, printers, fax machines, copiers, postage machines utilized for the operation of the comprehensive center and related maintenance and supply costs.
Assistive technology for individual with disabilities	Cost of assistive technology enabling individuals with disabilities to utilize the resource room or other services provided at the comprehensive one-stop center.
Marketing Costs Related to Common Identifier	
Signage	One-time costs associated with new exterior and interior signage displaying the “common identifier”
Other “common identifier” costs (see Illinois state policy for additional guidance on American Job Center (AJC) branding)	Printed materials, costs of website changes, business cards and similar costs incurred to implement the “common identifier.”

APPENDIX D

LOCAL SERVICE DELIVERY SYSTEM COST EXAMPLES

COST CATEGORY	SHARED SYSTEM COSTS EXAMPLE
Costs related to local board functions	<ol style="list-style-type: none"> 1. Salary, benefits and other expenses associated with staffing board functions 2. Board meeting costs 3. Audit costs of incorporated boards 4. Errors and omissions insurance for board directors and officers 5. Costs associated with marketing services to employers and other customers 6. Costs of strategic data gathering and analysis projects intended to isolate area workforce needs, priorities and issues
Costs to promote integration and streamlining of services	<ol style="list-style-type: none"> 1. Joint staff training, including staff of comprehensive one-stop centers 2. Customer satisfaction measurement 3. Business services 4. Receptionist at comprehensive one-stop center 5. Resource room materials and staffing costs at comprehensive one-stop centers or affiliated sites
Shared services costs authorized for one-stop partner programs	<ol style="list-style-type: none"> 1. Any allowable cost item (e.g., initial intake or needs assessments) agreed upon by local required partners

APPENDIX E

**SUMMARY COMPARISON OF INFRASTRUCTURE FUNDING REQUIREMENTS
UNDER THE LOCAL AND STATE FUNDING MECHANISM**

Requirement or Characteristic	Local Funding Mechanism⁴	State Funding Mechanism
Mandatory contribution from all required partners to infrastructure costs	Required	Required
Required partner compliance with its own governing laws and regulations	Required	Required
Partner compliance with OMB Uniform Guidance: Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, commonly referred to as the Omni Circular	Required	Required
One-stop center infrastructure budget	As agreed upon by all required partners	Determined by the Governor as described in the Governor's Guidelines
Partner contributions based on proportionate share	Proportionate share determined locally	Proportionate share determined by the Governor as described in the Governor's Guidelines
Cost allocation methodology	Determined locally (in compliance with Uniform Administrative Requirements)	Determined by the Governor as described in the Governor's Guidelines
Partner contributions determined by Governor	No	Yes
Cash contributions from required partners	Allowed	Required
Non-cash contribution from required partners	Allowed	Allowed with the exception of personnel costs
Third-party in-kind contributions	Allowed	Allowed

⁴ The MOU may include an interim infrastructure funding agreement if all other parts of the MOU have been negotiated by April 15th. The interim infrastructure cost agreement must be finalized within six months of when the MOU is signed. 20 CFR §678.715(c)

APPENDIX E

Cap on partner’s contribution	Local Funding Mechanism	Defined caps under the State Funding Mechanism
WIOA formula programs (Title IB) and Wagner-Peyser	Only as imposed by the statutory and regulatory requirements of each required program	3% of the amount of the program in the State for a program year
Perkins Career and Technical Education		1.5% of the funds made available by the State for postsecondary level programs and activities and the amount of funds used by the State under Section 112(a)(3) of the Perkins Act during the prior year to administer postsecondary level programs and activities
Vocational rehabilitation		1.5% phased in over 4 years
Title IV of Social Security Act (TANF)		1.5% of the total Federal TANF funds expended by the State for work, education and training activities during the prior Federal fiscal year (as reported to HHS on the quarterly TANF Financial Report Form), plus any additional amount of Federal TANF funds that the State TANF agency reasonably determines was expended for administration costs in connection with these activities but was separately reported as HHS as an administrative cost
Community Services Block Grant		Total amount of CSBG funds determined by the State to have been expended by local CSBG-eligible entities for the provision of employment and training activities during the prior Federal fiscal year for which information is available (as reported to HHS on the CSBG Annual Report and any additional amount that the State CSBG agency reasonably determines was expended for administrative purposes costs in connection with these activities but was separately reported as HHS as an administrative cost

APPENDIX E

Cap on partner's contribution	Local Funding Mechanism	Defined caps under the State Funding Mechanism
<ul style="list-style-type: none"> • Adult Education and Family Literacy • SCSEP • Trade Act of 1974 • Senior Community Services Employment Program (SCSEP) • Housing and Urban Development employment and training • Veterans job counseling, training and placement • Migrant and Seasonal Farmworkers • National Farmworker Jobs Program • Jobs Corps for youth • YouthBuild 		<p>1.5% of the amount of Federal funds provided to carry out the program in the State for a fiscal year</p>

Additional Requirements and Characteristics	Local Funding Mechanism	State Funding Mechanism
<p>Source of funds for partner cash contributions</p>	<p>All WIOA Title I programs</p> <ul style="list-style-type: none"> • May be considered administration or program costs <p>Adult Education and Family Literacy programs</p> <ul style="list-style-type: none"> • Federal funds made available for local administration <p>Perkins Career and Technical Education program</p> <ul style="list-style-type: none"> • Funds available for local administration expenses <p>All other required partners</p> <ul style="list-style-type: none"> • Determined by each required partner in accordance with 	<p>All WIOA Title I programs and SCSEP</p> <ul style="list-style-type: none"> • May be considered administration or program costs <p>Adult Education and Family Literacy</p> <ul style="list-style-type: none"> • Funds available for local administration <p>Perkins Career and Technical Education</p> <ul style="list-style-type: none"> • Funds available for local administration of postsecondary level programs and activities to eligible recipients or consortia of eligible recipients <p>All other programs</p> <ul style="list-style-type: none"> • Funds for administration

APPENDIX E

Additional Requirements and Characteristics	Local Funding Mechanism	State Funding Mechanism
	applicable statutes and regulations	
Philanthropic and private entities	Allowed	Not allowed
Interim agreement for up to six months if all other parts of the MOU have been negotiated	Allowed	Not allowed
Appeal process available to partners	No	Yes
Certification required for infrastructure cost sharing	No	Yes
Reconciliation requirement (i.e., monthly or quarterly)	Yes	Yes

APPENDIX F

**STATE-LEVEL CAREER SERVICE MATRICES
TO BE USED AS A RESOURCE FOR LOCAL NEGOTIATIONS**

BASIC CAREER SERVICE	STATE REQUIRED PARTNERS AND METHOD(S) OF SERVICE DELIVERY⁵											
	CSBG⁶ (not included)	DHS – TANF	DHS – Rehab Services	ICCB – Adult Ed and Literacy	ICCB – Perkins	IDoA – SCSEP	Title IB	IDES – W-P⁷	IDES – UI	IDES – Job Counseling⁸	IDES – Migrant	IDES – TRA
<i>1. Eligibility for Title I-B participants</i>							X					
<i>2. Outreach, intake and orientation</i>		X	X	X	X	X	X	X	X	X	X	X
<i>3. Skills and supportive service needs assessment</i>		X	X	X		X	X					
<i>4. Labor exchange services</i>		X	X			X	X	X		X	X	
<i>5. Program coordination and referral</i>		X	X	X	X	X	X	X	X	X	X	X

⁵ HUD Employment and Training, Job Corps and YouthBuild are required programs but are not reflected in this matrix, as they apply in only some local areas.

⁶ The specific career services offered locally through 36 Community Action Agencies in Illinois are determined based on a community needs assessment each agency undertakes. It is common for different CSBG services to be available in different local areas based on the community needs discovered during the needs assessment. Even though a standard set of CSBG career services is not shown on this statewide WIOA career service matrix, each local CSBG partner still has all required partner obligations, including the obligation to provide career services in all comprehensive one-stop centers. The local CSBG partner is expected to be at the table in each local area to negotiate the specific career services that will be available, consistent with the configuration of CSBG services in each local area.

⁷ TEGL 3-15: Section 5. Career services provided by Wagner-Peyser staff states, “All of the Basic Career Services must be made available by WP staff in coordination with other one-stop center partners.” Career Services 1. through 11. on the WIOA Service Matrix – Career Services are Basic Career Services.

⁸ Veteran must retain a significant barrier to employment to be considered eligible for services.

APPENDIX F

BASIC CAREER SERVICE	STATE REQUIRED PARTNERS AND METHOD(S) OF SERVICE DELIVERY⁵											
	CSBG⁶ (not included)	DHS – TANF	DHS – Rehab Services	ICCB – Adult Ed and Literacy	ICCB – Perkins	IDoA – SCSEP	Title IB	IDES – W-P⁷	IDES – UI	IDES – Job Counseling⁸	IDES – Migrant	IDES – TRA
<i>6. Labor market information</i>			X			X	X	X		X	X	
<i>7. Training provider performance and cost information</i>			X	X			X					
<i>8. Performance information for the local area as a whole</i>			X	X			X	X		X		
<i>9. Information about the availability of supportive services and referral to these services</i>		X	X		X		X	X		X	X	
<i>10. Information and assistance with UI claims</i>									X	X		X
<i>11. Assistance establishing eligibility for financial aid</i>												

APPENDIX F

INDIVIDUALIZED CAREER SERVICE	STATE REQUIRED PARTNERS AND METHOD(S) OF SERVICE DELIVERY											
	CSBG	DHS – TANF	DHS – Rehab Services	ICCB – Adult Ed and Literacy	ICCB – Perkins	IDoA – SCSEP	Title IB	IDES – W-P	IDES UI	IDES Job Counseling	IDES Migrant	IDES TRA
<i>1. Comprehensive and specialized assessments</i>			X	X	X		X	X				
<i>2. Development of an individual employment plan</i>			X	X		X	X	X		X	X	
<i>3. Group counseling</i>							X					
<i>4. Individual counseling</i>			X	X		X	X					
<i>5. Career planning</i>		X	X		X	X	X	X		X	X	
<i>6. Short-term pre-vocational services</i>		X			X		X	X		X	X	
<i>7. Internships and work experience</i>		X	X			X	X					
<i>8. Workforce preparation activities</i>		X	X	X	X	X	X			X	X	
<i>9. Financial literacy services</i>			X		X		X	X				
<i>10. Out-of-area job search assistance</i>			X				X					

APPENDIX F

INDIVIDUALIZED CAREER SERVICE	STATE REQUIRED PARTNERS AND METHOD(S) OF SERVICE DELIVERY											
	CSBG	DHS – TANF	DHS – Rehab Services	ICCB – Adult Ed and Literacy	ICCB – Perkins	IDoA – SCSEP	Title IB	IDES – W-P	IDES – UI	IDES Job Counseling	IDES Migrant	IDES TRA
<i>11. English language acquisition</i>		X					X					

FOLLOW-UP SERVICE	STATE REQUIRED PARTNERS AND METHOD(S) OF SERVICE DELIVERY											
	CSBG	DHS – TANF	DHS – Rehab Services	ICCB – Adult Ed and Literacy	ICCB – Perkins	IDoA – SCSEP	Title IB	IDES – W-P	IDES – UI	IDES – Job Counseling	IDES – Migrant	IDES – TRA
<i>1. Follow-up services for participants in adult and dislocated worker programs</i>		X					X					

APPENDIX G

REPORT OF OUTCOMES
OUTCOME REPORT OF ANNUAL BUDGET NEGOTIATIONS FOR PY (SFY)

Local Workforce Innovation Area: Click or tap here to enter text.

- Notice is provided to the Governor as required by 20 CFR 678.725 that required partners in this local area have reached agreement on an annual one-stop operating budget, including how infrastructure costs will be funded for each service location for the year beginning July 1;

OR

- Notice is provided to the Governor as required by 20 CFR 678.725 that, despite every effort, required partners in this local area did not reach agreement on an annual one-stop operating budget for the period beginning July 1.

Select which reason for disagreement applies.

Failure to agree for reasons *other* than infrastructure costs

- Listed below are the program partners that did not agree and a summary of the main reasons for their inability to agree.

Program Partner Name	Reasons
1.	
2.	

Failure to agree on the Infrastructure Funding Agreement for a service location

- The inability to reach agreement is because one or more partners do not agree with the Infrastructure Funding Agreement specific to a service location for the program year beginning July 1. Listed below are the program partners that did not agree to the budget for shared infrastructure costs, the applicable service location, and a summary of the reasons for their inability to agree.

Program Partner Name	Reasons
1.	
2.	

APPENDIX G

Failure to agree on how infrastructure costs in the agreed-upon budget are allocated among partners

- The inability to reach agreement is because one or more partners does not agree with the infrastructure costs being allocated to them for a particular service location for the program year beginning July 1. Listed below are the program partners that did not agree to their allocation of infrastructure costs, the applicable service location, and a summary of the reasons for their inability to agree.

Program Partner Name	Reasons
1.	
2.	
3.	

WAIVER REQUESTS

- (If applicable) Described below is a request to be waived from specific provisions of the Governor’s Guidelines – Revision 3, as agreed upon by all required partners in the local area.

If applicable, please describe the waiver request(s) below, including:

- o The specific requirement (including relevant citations of the Governor’s Guidelines – Revision 3) the local area is requesting be waived for the current program year MOU and budget negotiations, and
- o Rationale for the State not holding the local area responsible for compliance with the specific requirement as described in the Governor’s Guidelines – Revision 3.

Requirement (including applicable citation(s) to specific provisions of the Governor’s Guidelines)	Rationale and Description of Negative Consequences or Impact in the Absence of a Waiver
4.	
5.	
6.	

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Signatures:

Chair, Local Workforce Innovation Board

Chief Elected Official

Chief Elected Official

Chief Elected Official

Chief Elected Official

A completed and signed copy of this REPORT OF OUTCOMES FOR PY ____ and a draft one-stop operating budget must be submitted by April 15 to:

Michael Baker
Manager – Strategic Planning & Innovation
Office of Employment & Training
Illinois Department of Commerce and Economic Opportunity
wioaplans-mous@illinoisworknet.com
O: 217-558-6423

APPENDIX H

**COVER PAGE FOR SUBMITTAL OF MOU AMENDMENTS
AND ANNUAL ONE-STOP OPERATING BUDGETS**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
[Name of local workforce board]
AND
LOCAL REQUIRED PARTNERS UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
(WIOA)**

Amendment No.

Pursuant to the Workforce Innovation and Opportunity Act of 2014, the signatories are the Parties to the Memorandum of Understanding for integrated delivery of federally-funded workforce services in , effective , (MOU). In accordance with Section ___ of the MOU, the Parties hereby mutually agree to this Amendment No. __, which is set out in its entirety as follows:

1. Section # of the MOU is hereby deleted in its entirety and replaced with Section # as provided in Attachment __ of this Amendment No. __.
2. If other sections are being amended, complete the following as applicable:
 - a. Section # of the MOU is hereby deleted in its entirety and replaced with Section # as provided in Attachment __ of this Amendment No. __.
 - b. Section # of the MOU is hereby deleted in its entirety and replaced with Section # as provided in Attachment __ of this Amendment No. __.
 - c. Section # of the MOU is hereby deleted in its entirety and replaced with Section # as provided in Attachment __ of this Amendment No. __.
 - d. Section # of the MOU is hereby deleted in its entirety and replaced with Section # as provided in Attachment __ of this Amendment No. __.
 - e. Section # of the MOU is hereby deleted in its entirety and replaced with Section # as provided in Attachment __ of this Amendment No. __.
3. IDES Non-Disclosure Agreement is attached hereto as Attachment __ of this Amendment No. __ and is incorporated by reference into the MOU.
4. In accordance with the State Finance Act (30 ILCS 105/30), this MOU is contingent upon and subject to the availability of funds. A State Agency Partner may terminate or suspend this MOU, in whole or in part, without penalty or further payment being required, if (i) the funds to which this MOU commits a State Agency Partner have not been appropriated or otherwise made available to the State Agency Partner by the State or the Federal funding source, (ii) the Governor or a State Agency Partner reserves funds, or (iii) the Governor or a State Agency Partner determines that funds will not or may not be available for payment. The State Agency Partner shall provide notice, in writing, to the other Partners

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of any such funding failure and its election to terminate or suspend this MOU as soon as practicable. Any suspension or termination pursuant to this paragraph will be effective upon the date of written notice unless otherwise indicated.

5. All terms, conditions, provisos, covenants and provisions of the MOU other than those expressly modified by this Amendment No. __ shall remain in full force and effect as written. In the event of conflict, this Amendment No. __ shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. __ on the date of last signature.

APPENDIX I

REQUIRED CHECKLIST FOR LOCAL PARTNER SERVICE DELIVERY VIA DIRECT LINKAGE

*Below is guidance for delivering WIOA services using direct linkage technology in Illinois. The purpose of this guidance is to help local partners that choose this form of service delivery assure that they are complying with statutory and regulatory requirements for services provided via direct linkage. This guidance, coupled with the **required** checklist that follows, is intended to help local partners ensure compliance with direct linkage requirements.*

The checklist below:

- *Must be completed by a local partner staff member familiar with the local partner's direct linkage service delivery procedures in the local area.*
- *When completed, the checklist should be filed with the local partner's copy of the MOU. A copy must also be submitted to the local area's lead MOU negotiator.*

The general guidance section about direct linkage requirements in Illinois is followed by instructions for completion of the checklist. A list of common methods that do not comply with Illinois' standards for delivering services using direct linkage technology is also provided as additional information local partners should know about direct linkage requirements.

*All local partners are asked to submit the completed checklist by **April 15 of each year.***

REQUIREMENTS FOR PROVIDING SERVICES VIA DIRECT LINKAGE IN ILLINOIS

Background

The WIOA Final Rule identifies three methods through which partners can provide access to services at comprehensive one-stop centers. Illinois is electing to specify more detailed requirements for one of these methods—making services available through technology via a “direct linkage”—to assure a high-level of service quality for the customers of partners using this service delivery method.

Relevant Citation

20 CFR Part 678.305

(d) “Access” to each partner program and its services means:

- (1) Having a program staff member physically present at the one-stop center;
- (2) Having a staff member from a different partner program physically present at the one-stop center appropriately trained to provide information to customers about the programs, services, and activities available through partner programs; or
- (3) Making available a direct linkage through technology to program staff who can provide meaningful information or services.

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(i) A “direct linkage” means providing direct connection at the one-stop center, within a reasonable time, by phone or through a real-time Web-based communication to a program staff member who can provide program information or services to the customer.

(ii) A “direct linkage” cannot *exclusively* be providing a phone number or computer Web site or providing information, pamphlets, or materials.

Additional Requirements in Illinois

The table below identifies additional requirements for three core components of partner services being provided through technology via a direct linkage.

DIRECT LINKAGE COMPONENTS AND REQUIREMENTS IN ILLINOIS	
Core component	Additional Requirements
1. Direct connection at the one-stop center via phone or web-based communication	<p>By phone:</p> <ul style="list-style-type: none"> a. A specific, dedicated phone number b. Phone coverage during normal business hours on all normal business days c. Voicemail or other capability enabling customers to leave a message if access to services via phone is unavailable at the time of contact <p>By video:</p> <ul style="list-style-type: none"> a. High-speed Internet capability b. Dedicated, computer-enabled communications access between devices at two or more locations c. Communications via two-way real-time video and audio transmission d. Back-up capability, instructions or appointment scheduling if access to services via video is unavailable at the time of contact e. Examples: <ul style="list-style-type: none"> 1. Skype 2. Zoom 3. Go-to-Meeting
2. Reasonable period of time	<ul style="list-style-type: none"> a. Immediate, on-demand access as the norm b. Contact initiated within 24 hours if service via direct linkage was unavailable at the time of initial contact from the customer

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DIRECT LINKAGE COMPONENTS AND REQUIREMENTS IN ILLINOIS	
Core component	Additional Requirements
3. Program staff member who can provide information or services to the customer	a. Specifically identified needed partner staff person(s) who are: <ol style="list-style-type: none">1. Trained and knowledgeable regarding the needed partner's services and programs, and2. For whom providing services via direct linkage is a formal part of his/her job duties

The specific method(s) used to provide services through technology via a direct linkage must be accessible to individuals with disabilities.

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INSTRUCTIONS FOR COMPLETING CHECKLIST

The Direct Linkage Compliance Checklist is intended to act as a helpful guide for each local partner using direct linkage via technology as a service delivery method. It encompasses three types of service delivery methods: (1. direct, dedicated phone communication on-demand in the one-stop center or 2. real-time, web-based communication on-demand in the one-stop center, or 3. Both a dedicated phone line and real-time, web-based communications). The checklist also serves as an extra layer of documentation regarding service delivery practices and procedures in the local area.

Following are instructions for completing the checklist.

The “Identifying Information” section immediately following asks for general information regarding the comprehensive one-stop center. Please enter:

- the complete comprehensive one-stop center name and address
- local workforce innovation area number
- name of partner and/or affiliated required program
- name and phone number of the individual(s) completing the checklist
- date the checklist was completed
- the name and title of the individual(s) completing the checklist

After completing the identifying information, read each “Minimum Criterion” and indicate whether the direct linkage service delivery at the comprehensive one-stop center is meeting the requirements by checking “Yes” or “No.” If “No” is selected, provide the “Action Necessary for Compliance” for the specified element of service delivery. If “Yes” is selected, provide the “Support for Determination” by selecting each box that supports that the minimum criterion has been achieved by the local partner (more than one box can be selected). If “Other” is selected, provide a description of the “other” support for determination.

Finally, in the “Overall Attainment” section, please provide a complete summary of the “Actions Necessary for Compliance” (complete with *how* and *when* the action will be taken). If applicable, provide “Notable Best Practices” and “Other Comments.”

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IDENTIFYING INFORMATION

LWIA:
ONE-STOP CENTER ADDRESS:
COMPREHENSIVE ONE-STOP CENTER NAME:
NAME OF PARTNER AND/OR AFFILIATED REQUIRED PROGRAM:
CONTACT PERSON:
CONTACT PHONE NUMBER:
DATE OF DIRECT LINKAGE CHECKLIST COMPLETION: Click here to enter a date.
NAME(S) & TITLE(S) OF INDIVIDUALS COMPLETING THE DIRECT LINKAGE CHECKLIST:

COMMON DIRECT LINKAGE METHODS THAT DO NOT COMPLY WITH REQUIREMENTS	
<p>In addition to the forms of communication cited in §678.305(d)(3) as not complying with direct linkage requirements, none of the following forms of communication may be used as a direct linkage connection from customers to partner staff designated to provide direct linkage services. These methods are not technologies that satisfy the real-time, on-demand communications requirements. Do not cite these forms of communication as a form of direct linkage in any formal documentation (i.e. MOUs).</p>	
<ul style="list-style-type: none"> • Referrals • Email 	<ul style="list-style-type: none"> • Fax

DIRECT LINKAGE COMPLIANCE CHECKLIST	
<p>1. DIRECT LINKAGE VIA PHONE</p>	
<p><i>If direct linkage via phone technology is being utilized at this center, please determine whether all of the following minimum criteria are being met. If phone linkage is not being used, please mark "N/A."</i></p>	
<p>Please list the specific partner services being provided via phone-based direct linkage technology:</p> <p style="text-align: center;">Click or tap here to enter text.</p>	
<p>Minimum Criterion 1: Direct connection at the one-stop center via phone using:</p> <ul style="list-style-type: none"> • A specific, dedicated phone number connected directly to designated partner staff <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Action Necessary for Compliance if No:</p>	<p>Support for Determination (check any that apply or explain "other" in comments):</p> <p><input type="checkbox"/> The current MOU accurately reflects the method of direct linkage service delivery being used at the comprehensive one-stop center in compliance with the dedicated phone number requirement (Criterion 1).</p> <p><input type="checkbox"/> The local partner is <i>currently</i> utilizing phone linkage in compliance with the dedicated phone number requirement (Criterion 1) for all appropriate customers during regular business hours.</p> <p style="padding-left: 40px;">Please provide the phone number of the dedicated phone line being used to deliver services:</p> <p><input type="checkbox"/> Other – describe below the basis used for determination:</p> <p>Comments:</p>
<p>Minimum Criterion 2: Direct connection at the one-stop center via phone ensures:</p>	<p>Support for Determination (check any that apply or explain "other" in comments):</p> <p><input type="checkbox"/> The current MOU accurately reflects the method of direct linkage service delivery being used at the comprehensive one-stop</p>

DIRECT LINKAGE COMPLIANCE CHECKLIST

<ul style="list-style-type: none"> • Phone coverage during normal business hours on all normal business days <p><input type="checkbox"/>Yes <input type="checkbox"/>No <input type="checkbox"/>N/A</p> <p>Action Necessary for Compliance if No:</p>	<p>center in compliance with the phone coverage requirement (Criterion 2).</p> <p><input type="checkbox"/>The local partner is <i>currently</i> utilizing phone linkage in compliance with the phone coverage requirement (Criterion 2) for all appropriate customers during regular business hours.</p> <p>Please provide the name of the formal staff member providing phone coverage:</p> <p><input type="checkbox"/>Other – describe below the basis used for determination:</p> <p>Comments:</p>
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<p>Minimum Criterion 3: Direct connection at the one-stop center via phone with:</p> <ul style="list-style-type: none"> • Voicemail or other capability enabling customers to leave a message if access to services via phone is unavailable at the time of contact <p><input type="checkbox"/>Yes <input type="checkbox"/>No <input type="checkbox"/>N/A</p> <p>Action Necessary for Compliance if No:</p>	<p>Support for Determination (check any that apply or explain “other” in comments):</p> <p><input type="checkbox"/> The current MOU accurately reflects the method of direct linkage service delivery being used at the comprehensive one-stop center in compliance with the voicemail requirement (Criterion 3).</p> <p><input type="checkbox"/> The local partner is <i>currently</i> utilizing phone linkage in compliance with the voicemail requirement (Criterion 3) for all appropriate customers during regular business hours.</p> <p>Please provide any relevant details about the voicemail system being utilized, including the name of the device:</p> <p><input type="checkbox"/> Other – describe below the basis used for determination:</p> <p>Comments:</p>
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2. DIRECT LINKAGE VIA REAL-TIME WEB-BASED COMMUNICATION (VIDEO OR WEB CHAT)

If direct linkage via video (e.g., Skype, Google Hangout, etc.) or web chat (e.g., Web RTC) technology is being utilized at this center, please determine whether all the following minimum criteria are being met. If video or web chat linkage is not being used, please mark “N/A.”

DIRECT LINKAGE COMPLIANCE CHECKLIST

Please list the specific partner services being provided via real-time, web-based direct linkage technology:

Click or tap here to enter text.

Minimum Criterion 4:

Direct connection at the one-stop center via real-time, web-based communication using:

- High-speed Internet capability

Yes No N/A

Action Necessary for Compliance if No:

Support for Determination (check any that apply or explain “other” in comments):

The current MOU accurately reflects the method of direct linkage service delivery being used at the comprehensive one-stop center in compliance with the high-speed internet requirement (Criterion 4).

The local partner is *currently* utilizing video or web chat linkage in compliance with the high-speed internet requirement (Criterion 4) for all appropriate customers during regular business hours.

Please provide the name of the internet service provider (ISP) delivering the connection and the upload and download speed guaranteed by the ISP (3 MB minimum to be considered a high-speed connection):

Other – describe below the basis used for determination:

Comments:

Minimum Criterion 5:

Direct connection at the one-stop center via real-time, web-based communication using:

- Dedicated, computer-enabled communications access between devices at two or more locations

Yes No N/A

Action Necessary for Compliance if No:

Support for Determination (check any that apply or explain “other” in comments):

The current MOU accurately reflects the method of direct linkage service delivery being used at the comprehensive one-stop center in compliance with the dedicated, computer-enabled access requirement (Criterion 5).

The local partner is *currently* utilizing video or web chat linkage in compliance with the dedicated, computer-enabled access requirement (Criterion 5) for all appropriate customers during regular business hours.

Please provide the specific software application or platform (Skype, Google

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	<p>Hangout, Web RTC, etc.) dedicated to delivering the direct linkage communication:</p> <p><input type="checkbox"/> Other – describe below the basis used for determination:</p> <p>Comments:</p>
<p>Minimum Criterion 6: Direct connection at the one-stop center via real-time web-based communication using:</p> <ul style="list-style-type: none"> • Communications via two-way, real-time video and audio transmission <p><input type="checkbox"/>Yes <input type="checkbox"/>No <input type="checkbox"/>N/A</p> <p>Action Necessary for Compliance if No:</p>	<p>Support for Determination (check any that apply or explain “other” in comments):</p> <p><input type="checkbox"/>The current MOU accurately reflects the method of direct linkage service delivery being used at the comprehensive one-stop center in compliance with the two-way, real-time video and audio requirement (Criterion 6).</p> <p><input type="checkbox"/>The local partner is <i>currently</i> utilizing video or web chat linkage in compliance with the two-way, real-time video and audio requirement (Criterion 6) for all appropriate customers during regular business hours.</p> <p><input type="checkbox"/>Other – describe below the basis used for determination:</p> <p>Comments:</p>
<p>Minimum Criterion 7: Direct connection at the one-stop center via real-time, web-based communication using:</p> <ul style="list-style-type: none"> • Back-up capability, instructions or appointment scheduling if access to services via video is unavailable at the time of contact <p><input type="checkbox"/>Yes <input type="checkbox"/>No <input type="checkbox"/>N/A</p> <p>Action Necessary for Compliance if No:</p>	<p>Support for Determination (check any that apply or explain “other” in comments):</p> <p><input type="checkbox"/>The current MOU accurately reflects the method of direct linkage service delivery being used at the comprehensive one-stop center in compliance with the back-up capability/appt. scheduling requirement (Criterion 7).</p> <p><input type="checkbox"/>The local partner is <i>currently</i> utilizing video or web chat linkage in compliance with the back-up capability/appt. scheduling requirement (Criterion 7) for all appropriate customers during regular business hours.</p> <p>Please provide a description of the back-up appointment-scheduling capability of the</p>

DIRECT LINKAGE COMPLIANCE CHECKLIST

	<p>software application or platform for when services are temporarily unavailable (this will more than likely be the back-up capability built into the software application or platform):</p> <p><input type="checkbox"/> Other – describe below the basis used for determination:</p> <p>Comments:</p>
<p>3. REASONABLE PERIOD OF TIME (24 HOURS IN ILLINOIS)</p>	
<p>Minimum Criterion 8: Direct connection at the one-stop center via phone or real-time web-based communication ensuring:</p> <ul style="list-style-type: none"> • Immediate, on-demand access as the norm <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Action Necessary for Compliance if No:</p>	<p>Support for Determination (check any that apply or explain “other” in comments):</p> <p><input type="checkbox"/> The current MOU accurately reflects the method of direct linkage service delivery being used at the comprehensive one-stop center in compliance with the immediate, on-demand access requirement (Criterion 8).</p> <p><input type="checkbox"/> The local partner is <i>currently</i> utilizing linkage in compliance with the immediate, on-demand access requirement (Criterion 8) for all appropriate customers during regular business hours.</p> <p>Please provide accompanying support data (e.g., an accurate count) verifying the number of instances for the last calendar quarter that immediate, on-demand access has been the norm for all direct linkage inquiries:</p> <p><input type="checkbox"/> Other – describe below the basis used for determination:</p> <p>Comments:</p>
<p>Minimum Criterion 9: Direct connection at the one-stop center via phone or real-time, web-based communication ensuring:</p> <ul style="list-style-type: none"> • Contact initiated within 24 hours if service via direct linkage was unavailable at the time of initial contact from the customer 	<p>Support for Determination (check any that apply or explain “other” in comments):</p> <p><input type="checkbox"/> The current MOU accurately reflects the method of direct linkage service delivery being used at the comprehensive one-stop center in compliance with the contact initiation requirement (Criterion 9).</p>

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<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Action Necessary for Compliance if No:</p>	<p><input type="checkbox"/>The local partner is <i>currently</i> utilizing linkage in compliance with the contact initiation requirement (Criterion 9) for all appropriate customers during regular business hours.</p> <p>Please provide accompanying support data (e.g., an accurate count) verifying the number of instances for the last calendar quarter where contact between the customer and formal staff was initiated within the 24-hour window:</p> <p><input type="checkbox"/>Other – describe below the basis used for determination:</p> <p>Comments:</p>
<p>4. FORMAL EXPERTISE ASSURANCE</p>	
<p>Minimum Criterion 10: Direct connection at the one-stop center via phone or real-time, web-based communication ensuring those who are responding to customer’s direct linkage service inquiries are:</p> <ul style="list-style-type: none"> Specifically identified partner staff person(s) who are trained and knowledgeable regarding the needed partner’s services and programs. <p><input type="checkbox"/> Yes <input type="checkbox"/>No</p> <p>Action Necessary for Compliance if No:</p>	<p>Support for Determination (check any that apply or explain “other” in comments):</p> <p><input type="checkbox"/>The current MOU accurately reflects the method of direct linkage service delivery being used at the comprehensive one-stop center in compliance with the trained and knowledgeable staff requirement (Criterion 10).</p> <p><input type="checkbox"/>The local partner is <i>currently</i> utilizing linkage in compliance with the trained and knowledgeable staff requirement (Criterion 10) for all appropriate customers during regular business hours.</p> <p>Please provide the name and title of the individual(s) who have been trained and who retain the expertise required to properly respond to the partner’s direct linkage inquiries:</p> <p><input type="checkbox"/>Other – describe below the basis used for determination:</p> <p>Comments:</p>
<p>Minimum Criterion 11: Direct connection at the one-stop center via phone or real-time, web-based communication ensuring</p>	<p>Support for Determination (check any that apply or explain “other” in comments):</p>

DIRECT LINKAGE COMPLIANCE CHECKLIST

those who are responding to customer's direct linkage service inquiries are:

- Specifically identified partner staff person(s) for whom providing services via direct linkage is a formal part of his/her job duties.

Yes No

Action Necessary for Compliance if No:

The current MOU accurately reflects the method of direct linkage service delivery being executed at the comprehensive one-stop center in compliance with the formal job duty requirement (Criterion 11).

The local partner is *currently* utilizing linkage in compliance with the formal job duty requirement (Criterion 11) for all appropriate customers during regular business hours.

Please provide the name and job description of the individual(s) whose formal job it is to respond to direct linkage service inquiries:

Other – describe below the basis used for determination:

Comments:

OVERALL ATTAINMENT

SUMMARY OF ACTIONS NECESSARY FOR COMPLIANCE

Please compile all actions necessary for compliance stated above into a numbered list here, complete with *how* and *when* the actions will be taken.

NOTABLE BEST PRACTICES

OTHER COMMENTS

INDIVIDUAL COMPLETING CHECKLIST ON BEHALF OF LOCAL PARTNER SIGNATURE(S)

Signature

Printed Name

Title

Date

Organization

Signature

Printed Name

Title

Date

Organization

Signature

Printed Name

Title

Date

Organization