

ILLINOIS WIOA INTERAGENCY TECHNICAL ASSISTANCE TEAM

**INFORMATIONAL PACKET FOR DOL REGION V
REGARDING ONE-STOP OPERATOR PAYMENT PROVISIONS**

SEPTEMBER 18, 2020

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Possible Payment Provisions for the One-Stop Operator As a Shared Cost Among Required Partners in Illinois

Background

- U.S. DOL conducted an enhanced desk monitoring reviews in 2018 of local MOUs, One-stop Operator Agreements and other WIOA governing documents.
- One compliance finding focused on the consortium model of the one-stop operator. The U.S. DOL monitoring reports concluded that:
 - Local workforce boards did not award funds to the competitively procured one-stop operator.
 - In Illinois, several LWIAs utilize a consortium of partners that are selected as the winning bidders of the OSO procurement. Each partner in the consortium that won the bid is charging its respective Federal grant for the time spent on OSO functions rather than the Local WDBs awarding the funds to the entities that were selected. While it is allowable for partners to share in or contribute to the cost of the OSO, as a “shared service” cost, ETA’s guidance indicates that funds must be awarded to the winning bidder as part of the overall contractual arrangement.
 - Section 6, page 3 of TEGL 15-16, indicates that OSOs are considered subrecipients of Federal funds and must follow the Uniform Guidance at 2 CFR 200, including the contractual provisions at 2 CFR 200.326.
- DOL issued three corrective actions.
 - Ensure the local workforce boards award funds to the winning bidders of the one-stop operator procurement.
 - Clearly identify invoicing and payment processes in the contractual documents.
 - Ensure all local workforce boards in the State have awarded funds to the entities serving as one-stop operators, providing evidence of the exchange of funds.
- Illinois’ rationale for the current practice of using the MOU as a contract for payment, including the one-stop operator costs that are shared among required partners is outlined below:
 - The Office Illinois Comptroller recognizes the MOU as a valid contract for payment.
 - DOL’s corrective action would result in unnecessary financial transactions if the local workforce board had to pay consortium partners, which would then reimburse the cash payment to the local workforce board.

- Local workforce areas would be limited in using allowable leveraged resources to support the one-stop operating partners.
- The consortium model in Illinois is an effective model that facilitates integration and collaboration among required partners.
- Illinois requested a waiver of the technical requirements outlined in the U.S. DOL monitoring reports. The U.S. DOL indicated that “a waiver is not necessary for sub-regulatory guidance” (regulatory provisions described in TEGL 15-16). DOL offered technical assistance to Illinois to identify less burdensome accounting approaches, if available.
- In the meantime, Illinois’ WIOA Interagency Technical Assistance (TA) Team has formed a subcommittee to focus on this issue and engage stakeholders to explore around alternative approaches to one-stop operator payment provisions.

This packet is intended to provide background and describe the combination of ways Illinois will address DOL’s corrective actions. The identified solutions will be issued as formal guidance to supplement the “Governor’s Guidelines to State and Local Program Partners Negotiating Costs and Services Under WIOA” specific to Program Year (PY) 2021 negotiations.

Problem Statement

Federal law requires the one-stop operator to be competitively procured by the local workforce innovation board (LWIB). That competitive selection results in a binding contract for payment between the LWIB and the one-stop operator for specific services that are worth a monetary value. When required partners form a consortium to provide the one-stop operator services and use the MOU as the contract for payment of those services, there needs to be transparency in (1) the competitive procurement, (2) the payment terms of the one-stop operator agreement, and (3) the consortium partners’ contributions (i.e., exchange of funds) toward those costs.

In short, to address DOL’s finding, Illinois must demonstrate and provide technical assistance in a combination of ways to ensure that there is an exchange of funds, which may include contributions of market value between the one-stop operator and the one-stop operator consortium partners, whether cash, non-cash or in-kind contributions. Adequate documentation must be kept to support contributions covering the cost of the one-stop operator services according to the contractual arrangement between the LWIB and the consortium.

Potential Solutions to Explore

1. **Amend the OSO Agreement** between the LWIB and the OSO to specify the payment terms, frequency and method of payment for OSO services. This includes:
 - a. Provide template language for an OSO Agreement that outlines the minimum requirements for identifying payment provisions;
 - b. Provide a sample budget outlining the costs of the one-stop operator services for the duration of OSO Agreement term; link the specific budget line items in the OSO Agreement to the annual MOU one-stop operating budget spreadsheet, which demonstrates which/how required partners are contributing towards those OSO line items; and
 - c. Provide direct technical assistance to LWIBs regarding the minimum requirements to include in future OSO Agreements or amendments.

2. **Amend the MOU Template** by strengthening the budget narrative section and “Notes on one-stop operator” within the one-stop operating budget spreadsheet for each shared cost center tab. The new required content within the MOU budget narrative will seek an explanation of the following in accordance with the OSO Agreement:
 - a. The payment provisions, including the term, frequency of quarterly or semi-annually, and payment method for one-stop operator services;
 - b. The total cost of the one-stop operator services;
 - c. Required partners who are contributing to the one-stop operator costs; and
 - d. Required partners’ contribution method (e.g., cash, non-cash or in-kind).

3. **Amend the One-Stop Operating Budget Spreadsheet** with two new features:
 - a. Add a tab specific to an annual budget of One-Stop Operator costs, summing the annual amount for each line item identified in the executed OSO Agreement.
 - b. Amend Rows within the existing MOU budget spreadsheet to reflect the type of contribution partners are making to the one-stop operator costs. The budget spreadsheet would then include:
 - i. A separate row for cash contributions toward the OSO (cash transfer); and
 - ii. A separate row for non-cash contributions toward the OSO.

4. **Reemphasize guidance for periodic reconciliation to track and document the actual costs incurred** for one-stop operator services within a reconciliation period. Verify that actual costs incurred must comply with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in that the costs must be reasonable, necessary, allocable and otherwise allowable.

5. **Use the One-Stop Operator Agreement and invoicing process to document the value of the OSO services provided** by each consortium partner and the cash, non-cash or in-kind contributions toward those services.
 - a. Option 1: Designate an invoice showing the agreed-upon value of the shared cost of OSO services and the required partner's contribution toward that allocated cost, even if a non-cash contribution results in a \$0 cash balance owed.
 - b. Option 2: Issue an invoice that sums a required partner's allocated shared costs, delineating a line item on the invoice to the allocated cost specific to OSO services.
 - c. In either option, the invoice must:
 - i. Identify the LWIA by name or number;
 - ii. Identify the period in which the costs were incurred;
 - iii. Identify the amount of reimbursement requested separately for infrastructure costs or shared delivery system costs;
 - iv. Reference the agreed-upon MOU and its effective date.

Timeline

Illinois' WIOA Interagency Technical Assistance Team recommendations will be considered when finalizing the Supplemental Guidance for PY 2021 negotiations of shared costs and services that take effect July 1, 2021.

- a. Stakeholder engagement of state and local partners will convene in October 2020.
- b. Supplemental Guidance to the Governor's Guidelines specific to Program Year 2021 will be presented in October 2020 for stakeholder feedback.
- c. The final Supplemental Guidance for PY 2021 will be issued in November 2020.

Attachments

1. OSO Agreement Template
2. MOU Section 10 Template excerpt
3. One-stop Operating Budget Spreadsheet Template excerpt
4. Sample OSO Invoice

Attachment 1

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

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

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

Termination.

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

notice period the breaching Party fully cures its breach. The non-breaching Party may unilaterally elect to provide an additional period of time to cure a breach. The waiver of any right to terminate for breach shall not constitute a waiver of any right to terminate for future breaches, whether of a similar or dissimilar nature.

Termination for Convenience. This Agreement may be terminated by either Party for convenience upon sixty (60) days' written notice. [LWIB/FISCAL AGENT] shall pay [SUBRECIPIENT] for allowable costs incurred and non-cancellable obligations in providing services through the date of termination, and [SUBRECIPIENT] shall furnish all deliverables as required hereunder through the date of termination.

Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. [LWIB/FISCAL AGENT] may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (a) sufficient funds for this Agreement have not been appropriated or otherwise made available to [LWIB/FISCAL AGENT] by the State or the Federal funding source [LWIB/FISCAL AGENT] shall provide notice, in writing, to [SUBRECIPIENT] of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this paragraph will be effective upon the date of the written notice unless otherwise indicated.

Records, Confidentiality, Work Product, and Protected Personal Information. [SUBRECIPIENT] shall maintain books and records necessary to support amounts charged to [LWIB/FISCAL AGENT] in accordance with applicable law, the terms of this Agreement, and generally accepted accounting practice. [SUBRECIPIENT] shall maintain such books and records for a minimum of three (3) years after the completion of the Agreement, final payment, or completion of any audit or litigation, whichever is later. All books and records shall be made available for review or audit by [LWIB/FISCAL AGENT], its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. [SUBRECIPIENT] agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to . [SUBRECIPIENT] or a subcontractor, [LWIB/FISCAL AGENT] shall adjust future or final payments otherwise due as outlined in the Governor's Guidelines to State and Local Program Partners Negotiating Costs and Services Under the Workforce Innovation and Opportunity Act of 2014². If no payments are due and owing to [SUBRECIPIENT], or if the overpayment exceeds the amount otherwise due, . [SUBRECIPIENT] shall immediately refund all amounts, which may be due to [LWIB/FISCAL AGENT]. Failure to maintain the books, records, and supporting documents required by this Paragraph 12 shall establish a presumption in favor of [LWIB/FISCAL AGENT] for the recovery of any funds paid by [LWIB/FISCAL AGENT] under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

To the extent [SUBRECIPIENT] maintains or has access to any confidential, protected personal information, or otherwise sensitive information related to any person participating in WIOA or related state or federal workforce programs (the "Confidential Information"), [SUBRECIPIENT] certifies that its officers, employees, agents, contractors, and subcontractors who are given access to said Confidential Information shall be instructed about its confidential nature and that it shall only be used to further the objectives of WIOA program or related state or federal workforce programs. [SUBRECIPIENT] agrees to

² See: <https://www.illinoisworknet.com/WIOA/Resources/Pages/Public-Documents.aspx>

report any improper access, disclosure, or use of Confidential Information to [LWIB/FISCAL AGENT]. Access to any Confidential Information created or maintained by [LWIB/FISCAL AGENT] under this Agreement must be restricted to only those employees or agents of [LWIB/FISCAL AGENT] who need it in their official capacity to perform duties in connection with this Agreement. Additional information about the personal information security requirements related to USDOL programs and this Agreement are located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

To the extent the [LWIB/FISCAL AGENT] collects or maintains protected personal information as part of carrying out this Agreement, [LWIB/FISCAL AGENT] shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(i) Personal Information Defined. As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(ii) Protection of Personal Information. [LWIB/FISCAL AGENT] shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of this Agreement and (a) not use any Personal Information for any purpose outside the scope of this Agreement and (b) except as otherwise authorized by Commerce in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement. [SUBRECIPIENT] and its agents, subcontractors and any subrecipients must meet the requirements in USDOL TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII). If [SUBRECIPIENT] provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph

(iii) Security Assurances. [SUBRECIPIENT] represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (a) ensure the security and confidentiality of the Personal Information, (b) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (c) protect against unauthorized access to or use of Personal Information. Additionally, [SUBRECIPIENT] will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(iv) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), [SUBRECIPIENT] agrees that it shall promptly, at its own expense (a) report such Breach to [LWIB/FISCAL AGENT] by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (b) take all actions necessary or reasonably requested by Commerce to stop, limit or minimize the Breach; (c) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (d) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (e) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with [LWIB/FISCAL AGENT]; and (f) cooperate in the preparation of any report related to the Breach that [LWIB/FISCAL AGENT] may need to present to any governmental body.

(v) Injunctive Relief. [SUBRECIPIENT] acknowledges that, in the event of a breach of this paragraph 12, [LWIB/FISCAL AGENT] will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which [LWIB/FISCAL AGENT] may possess pursuant to applicable law, [LWIB/FISCAL AGENT] retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(vi) Compelled Access or Disclosure. [SUBRECIPIENT] may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided [SUBRECIPIENT] gives [LWIB/FISCAL AGENT] at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if [LWIB/FISCAL AGENT] wishes to contest the access or disclosure.

Indemnification and Liability. Neither Party shall be liable for incidental, special, consequential or punitive damages, or for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party. The legal liability of both Parties is limited by Illinois law.

Notices. All notices required under this Agreement shall be in writing and sent via registered or certified mail, return receipt requested, or by commercial courier service to the persons listed below. Notice is deemed effective upon receipt of a Party at one of the addresses below.

Notices to [LWIB/FISCAL AGENT] shall
be sent to:
Authorized Official :

Notices to [SUBRECIPIENT] shall be sent to:
Authorized Official:

General Provisions.

- a. The Parties shall abide by all federal and state laws, regulations or orders that prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, marital status, handicap, physical or mental disability, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era. The Parties further agree to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
- b. Information provided by either Party to the other shall be treated as confidential to the extent permitted by Illinois law and in accordance with the terms and conditions given in Paragraph 12, above.
- c. Nothing in this Agreement is intended to or shall create any rights or remedies in any third party.
- d. The Parties affirm that, to the best of their knowledge, there exists no actual or potential conflict between their business or financial interests and their obligations under this Agreement; and, in the event of a change in either Party's interests or obligations, a Party shall disclose to the other any matters creating a potential or actual conflict of interest.
- e. Any failure of a Party to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either Party thereafter to enforce every provision in accordance with the terms of this Agreement.
- f. Neither party shall be liable for damages due to any delay or default in performing its respective obligations under this Agreement if such delay or default is caused by conditions beyond its control. Such conditions include but are not limited to failure by subcontractors or suppliers to furnish equipment, software, parts or labor; war, acts of terrorism, sabotage, insurrections, riots, civil

disobedience and the like; acts of governments and agencies thereof; labor disputes; accidents; fires, floods, or acts of God; government restrictions; strikes or work stoppages; and acts or failures to act of third Parties. So long as any such delay or default continues, the Party affected by the conditions beyond its control shall keep the other party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending. In such event, the delayed party shall perform its obligations hereunder within a reasonable time after the cause of the failure has been remedied, and the other party shall be obligated to accept such delayed performance.

- g. If any provision of this Agreement is held unenforceable for any reason, that unenforceability shall not affect the remainder of this Agreement, which shall remain enforceable in accordance with its terms. All commitments by [SUBRECIPIENT] herein are subject to all the constitutional and statutory limitations and restrictions that are binding upon [SUBRECIPIENT].
- h. This document, along with its attached Appendices A and B, constitute the entire agreement between the parties with respect to the subject matter herein, and supersedes all prior oral and written communications with respect to its contents. No modification, extension, or waiver of this Agreement or any provision thereof shall be binding upon either [LWIB/FISCAL AGENT] or [SUBRECIPIENT] unless reduced to writing and duly executed by both parties.

Amendments. This Agreement may be amended or modified by the consent of both Parties at any time during its term. Amendments to this Agreement must be in writing and signed by [LWIB/FISCAL AGENT] and [SUBRECIPIENT]. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on [LWIB/FISCAL AGENT] or [SUBRECIPIENT] unless approved in writing by an authorized representative of [LWIB/FISCAL AGENT] and [SUBRECIPIENT].

Assignment. This agreement may not be assigned by either Party without the prior written consent of the other.

Certification. [SUBRECIPIENT] certifies under oath that all information in this Agreement is true and correct to the best of [SUBRECIPIENT'S] knowledge, information and belief; that the funds provided under this Agreement shall be used only for the purposes described in this Agreement; and that the award of any funds under this Agreement is conditioned upon such certification.

Legal Authority. [SUBRECIPIENT] acknowledges this Agreement is subject to WIOA and any applicable requirements of the USDOL award(s)

Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (.pdf) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties have hereunto caused this Agreement to be executed by their duly authorized representatives.

[SUBRECIPIENT]

[LWIB / FISCAL AGENT]

By: _____

By: _____

[NAME]

[NAME]

[TITLE]

[TITLE]

Date: _____

Date: _____

APPENDIX A – SCOPE OF WORK

This Exhibit includes the scope of work for the [SUBRECIPIENT] the One Stop Operator. The Workforce Innovation and Opportunity Act of 2014 (WIOA) envisions high-quality one-stop-center systems that are business-driven, customer-centered, integrated and tailored to meet the needs of regional economies. The One-Stop Operator will coordinate and integrate services and referrals among program partners as specified in the local and regional plans.

[Consortium Member 1] in cooperation with *[Consortium Member 2]* and *[Consortium Member 3]* will function as the One-Stop Operator under WIOA. The Consortium is committed to a system that provides high quality customer services. In that regard, a service integration model provides a variety of activities to better align, organize, and optimize workforce service delivery and outcomes, creating one common customer path with a standardized process for a wide range of services including but not limited to:

- Coordination of a Resource Room at the comprehensive workforce Center in [Location]. Site visits to affiliate sites on a regular basis will ensure uniform service delivery in all locations.
- Facilitation of the single point of entry (electronic and physical) and creation of a common referral system to be used by all partners.
- Coordination of a centralized reception system including initial registration and sign-in services for all customers.
- Implementation and fulfillment of cooperative agreements and memoranda of understanding (MOU) with partners.
- Coordination of one-stop partner services, with guidance from the Workforce Innovation Board .
- Provision of effective allocation of staff resources among all of the workforce centers.
- Provision of ongoing staff training in order to avoid unnecessary duplication and provide accurate, complete, consistent, and compliant operator services.
- Coordination of access to virtual resources at appropriate partner locations, libraries, and other points within the local workforce area.
- Development of processes to ensure that all customers receive appropriate, timely, and effective career services; i.e., customer call routing and response, familiarity with partner agency services, and ongoing staff training.
- Development and implementation of a formal referral process for services , within and outside the Centers; i.e., define minimum standards for referral, referral follow-up requirements, and documentation of referral outcomes.
- Provision of reports and adherence to policy directives set forth by the LWIB Board
- Active participation with core partners to integrate services in the one-stop system and Centers
- Performance of continuous improvement activities to achieve the highest levels of service delivery quality and exceptional customer service.
- Development and implementation of a coordinated staff development/training plan (customer service, cross-training among partners, community resources, etc.) for Consortium staff and partner program staff.
- Ensure full implementation of the federal, state, and local branding standards.
- Ensure full compliance with all federal, state, and local policies and procedures related to the one-stop system and one-stop Centers.
- Development of a data-sharing plan that will enable a system-wide approach to address local workforce issues. Data will be gathered from all partner systems to improve service delivery in response to area labor market requirements.
- Development of new initiatives responsive to the needs of the workforce and businesses including the development of in-demand accelerated training opportunities.
- Development of workforce development activities responsive to business needs assessment.
- Implementation of new and innovative methods to serve customers with barriers to employment including ex-offenders, homeless individuals, veterans, and individuals with disabilities.

MANAGEMENT PLAN

[SUBRECIPIENT] shall complete a management plan for each workforce center that includes an outline of the scope of work, an individual who will serve as a point of contact for each consortium member for the project, the specific deliverables, including associated action steps and activities, timeline and budget. The approved project plans for each task shall be incorporated fully into this Agreement, and the [SUBRECIPIENT] shall be responsible for completion of the scope of work and deliverables set forth in the project plans.

REPORTS

The One-Stop Operator shall periodically prepare written reports to the LWIB upon request, and such other State and Federal agencies as requested or otherwise required by law, pertaining to the following;

- Coordination and tracking partner agency referrals,
- Developing a reporting process in conjunction with the Partners for the ongoing tracking of performance and referrals, with monthly reporting to the local board,
- Coordination of maintaining the content and integrity of partner website information and linkages,
- Assisting partners responding to economic needs of the local area as specified in the local and regional plans, as well as report outcome to the local board,
- Assisting partners in identifying to recruit and match businesses with the skilled workers they seek,
- Compiling minutes, notes or agendas meetings convened of the One-Stop Partners to:
 - work with partners to assess customer/client needs as part of the continuous improvement process for the one-stop center,
 - collect customer feedback and work with partners to address issues as part of the continuous improvement process for the one-stop center,
 - periodically review one-stop program(s) and center accessibility,
 - assure one-stop center materials are up-to-date and available for resource room staff and customers, and maintain adequate inventories,
 - report and coordinate maintenance needs with center staff and property owner/manager

APPENDIX B – BUDGET

STANDARD TERMS

All costs must be reasonable, allowable and necessary under the WIOA and the Uniform Administrative Requirements at 2 C.F.R. 200. The annual budget of [AMOUNT] covers the cost of performing all activities necessary to operate one-stop Center and achieve project deliverables as described in this Agreement.

PRICING

The [SUBRECIPIENT'S] price for the initial term of this contract is [\$AMOUNT]. If the contract is renewed, the price shall be at the same rate as for the initial term without a formal amendment. The total payments under this contract shall not exceed [\$AMOUNT] without a formal amendment.

INVOICING

The [SUBRECIPIENT] will bill on a [QUARTERLY or SEMI-ANNUAL] basis for the tasks, assignments, and work performed in accordance with this Agreement. The invoices shall be based on the actual services provided and shall not exceed the amount listed above.

PAYMENT

The [LWIA] agrees to provide, and the [SUBRECIPIENT PARTNERS] agrees to accept, cash, non-cash and in-kind contributions for the services provided under this agreement. The cash, non-cash and in-kind contributions will be listed as *shared costs* in the Local Workforce Innovation Area's annual One Stop Operating Budget that is submitted in accordance with the Governor's Guidelines to State and Local Program Partners Negotiating Costs and Services Under the Workforce Innovation and Opportunity Act of 2014. The [LWIA] and the [SUBRECIPIENT PARTNERS] may use the annual One Stop Operating Budget as the method of payment for the services provided under this Agreement.

Attachment 2

Revised Section 10 of the MOU Template Narrative

10. PROCUREMENT OF ONE-STOP OPERATOR (GOVERNOR'S GUIDELINES, SECTION 1, ITEM 8(J)) (§ 678.600-635)

- *Name the procured one-stop operator and identify the agreed upon one-stop operator model used for each one-stop center in the local area. The operator may be a single entity (public, private, or nonprofit) or a consortium of entities (if the consortium of entities is composed of one-stop partners, it must include a minimum of three of the one-stop partners).*
- *Describe the functions and scope of work of the one-stop operator as defined in the Request for Proposal or as planned for the competitive procurement process.*
- **New for PY 2021:**
 - a. *Describe the payment provisions, including the term, frequency and method of payment for one-stop operator services.*
 - b. *For each shared cost center, state the total cost of the one-stop operator and the required partners which are contributing to that cost.*
 - c. *For each shared cost center, explain the method of contribution(s) (e.g. cash, non-cash, in-kind) each required partner is contributing to the cost of the one-stop operator. Example: A consortium partner contributes a non-cash contribution in the amount of the market value for specific services under the One-Stop Operator Agreement.*

By clicking on the boxes below, required partners in the local area affirm that the one-stop operator will not perform the following proscribed functions (§ 678.620(b)):

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

Attachment 3

Tab B of the One-Stop Operating Budget Spreadsheet sums the total amount per line item agreed upon by partners to share for a specific program year. The blue section identifies the shared delivery system costs across all American Job Centers. Rows 88-92 sum contribution methods toward the shared OSO costs.

	A	B	C
1	This tab is designed to show each partner's total FTE cost commitment across all service locations in the local area. This sh		
2			
3	Local Workforce Innovation Area:		
4			
5	Cost Allocation Spreadsheets for PY: 2020		
6			
7	For the Center Located in:	TOTAL - ALL CENTERS	
8			
63	Shared Cost Category		
64			
65	Part 2: SHARED DELIVERY SYSTEM COSTS Total Shared Delivery System Costs that are center-specific (This section will automatically populate center-specific delivery system costs identified in each Shared Cost Center tab)	Total Annual Budget	Partner Responsible for Payment (Payee)
66	Methodology Used - FTE Staffing		
67	If Other Methodology Used Define & Uncheck FTE box		
68	Total	\$ 5,000	
69	One-Stop Center Reception	\$ 5,000	
70	Resource Room Materials and Staffing	\$ -	
71	List Allowable Cost Item Agreed To	\$ -	
72	U - Customize Other Allowable Shared Local System Cost	\$ -	
73	V - Customize Other Allowable Shared Local System Cost	\$ -	
74	W - Customize Other Allowable Shared Local System Cost	\$ -	
75	One-Stop Operator Costs Summed Across Centers		
76			
77	One-Stop Operator (if costs allocated among all partners for each center, with the correlating contribution backed out in Rows 84 or 85, as applicable)	\$ 1,000	
78	OR		
79	One-Stop Operator (if costs allocated among only some partners for each center, with the correlating contribution backed out in Row 87)	\$ -	
80			
81	Total, Shared One Stop Delivery System Costs All Centers	\$ 6,000	
82	Delivery System Costs per FTE	\$ 429	
83			
84	Less Cash Contribution (Sum of All Center-Specific Contributions)	\$ 6,000	
85	Less Non-Cash Contribution (Sum of All Center-Specific Contributions)	\$ -	
86	Less Non-Cash Staffing (Sum of All Center-Specific Contributions)	\$ -	
87			
88	One-Stop Operator Contributions		
89	Less Cash Contribution from Members of a Consortium Sharing Costs of the One-Stop Operator(s) (Sum of All Center-Specific Contributions)	\$ -	
90	Less Non-Cash Contribution from Members of a Consortium Sharing Costs of the One-Stop Operator(s) (Sum of All Center-Specific Contributions)	\$ -	
91	Less Non-Cash Staffing Contribution from Members of a Consortium Sharing Costs of the One-Stop Operator(s) (Sum of All Center-Specific Contributions)	\$ -	
92	Total - One-Stop Operator Contributions	\$ -	
93			
94	Less Third-Party In-Kind Contributions (Sum of All Center-Specific Contributions)	\$ -	
95	Total (Sum of All Center-Specific Contributions)	\$ 6,000	
96	Balance	\$ -	

**One-Stop Operating Budget Spreadsheet
Tab B2: OSO Costs - All Centers**

Tab B2 shows the full amount of the OSO contract by line item, as well as the amount owed by each partner for that program year. This data feeds into Tab B, summing the one-stop operator costs and contribution methods by required program partner.

These line items also mirror the line items in the OSO Agreement.

One-Stop Operator Costs & Payments		Contributions					
	Total Costs Full Contract Period	Costs Budget Year	Partner A	Partner B	Partner C	Partner D	TOTAL
Personnel	\$ 40,000	\$ 13,333	\$ 6,666	\$ 3,333	\$ 2,667	\$ 667	\$ 13,333
Fringe Benefits	9,300	3,100	1,550	775	620	155	3,100
Travel	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-
Supplies	300	100	50	25	20	5	100
Contractual Services & Subawards	-	-	-	-	-	-	-
Consultant	-	-	-	-	-	-	-
Occupancy	-	-	-	-	-	-	-
Telecommunications	-	-	-	-	-	-	-
Training and Education	5,000	1,667	834	417	333	83	1,667
Direct Administrative Costs	600	200	100	50	40	10	200
Miscellaneous Costs	300	100	50	25	20	5	100
<i>Total Direct</i>	\$ 55,500	\$ 18,500	\$ 9,250	\$ 4,625	\$ 3,700	\$ 925	\$ 18,500
Indirect Costs	4,500	1,500	750	375	300	75	1,500
TOTAL	\$ 60,000	\$ 20,000	\$ 10,000	\$ 5,000	\$ 4,000	\$ 1,000	\$ 20,000

Attachment 4

Sample One-Stop Operator Invoice

DATE

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