

## 5/30/17 DRAFT STATE-LEVEL MOU – STAKEHOLDER COMMENTS

### Section I. Purpose

COMMENTER	DRAFT MOU SECTION	COMMENTS
Linda Nguyen, Workforce Central	All references to the phrase “one stop service delivery system”	While the MOU draft is intended to address the “one stop service delivery system”, it does not do so consistently. For example, in Section V, the “system” is cited in the first paragraph, but in the second paragraph, it devolves into a “center” centric mode in the first sentence. Rather than identify the “system” to include not only the WorkSource Center, language needs to describe the “system” to include affiliate sites, connection sites, service delivery via technology, and community based linkage sites that may not be formally certified by the WDCs and may be existing partners who offer workforce development services and willing to use common customer referral/assessment/business coordination/etc processes/standards that the WorkSource system adopts and contribute to the system’s operational costs. For example, the Pierce County Library System is an integral part of our workforce development “system” but not formally certified by the WDC as a WorkSource center, affiliate or connection site. They will be a local MOU partner and contribute resources to the operation of the “system.”
Linda Nguyen, Workforce Central	All references to the term “customers”	When we spell out who our customers are, we need to include “workers” to represent incumbent workers who may need the system’s services to move up the career and wage ladder. So we have three customers, job seekers, workers and businesses.
Linda Nguyen, Workforce Central	All references to the term “business services”	I recommend that we change our language from “business services” to “business solutions”
Linda Nguyen, Workforce Central	Section I. Purpose  The purpose of this Memorandum of Understanding (MOU) between State-Level One-Stop Delivery System Partner Programs, as	State agencies must allow the most flexibility for their local leaders of their organizations to negotiate, rather than establish a one size fits all methodologies.

	designated by the Workforce Innovation and Opportunity Act (WIOA), and the Workforce Training and Education Coordinating Board is to provide a foundation for state program representatives to participate in the collaborative development of local MOUs with Workforce Development Councils (WDCs) that relate to the operation and funding of the One-Stop Delivery System in each local Workforce Development Area.	
Gary Smith, Northwest WDC	Section I. Purpose (Footnote #2)  <sup>2</sup> Representatives of the following WDCs contributed significantly to the composition of this MOU: Northwest WDC, Pacific Mountain WDC, Pierce County WDC, Seattle-King County WDC, Southwest Washington WDC, and Spokane WDC.	Adding the footnote here confuses the responsibility of state-level agencies to participate in the development of local MOUs with their WDC – with – the collaborative participation of WDC’s in the drafting of the State-Level MOU. Delete footnote as it singles out only WDC participation. Input can/was made in multiple ways.

**Section II. Parties to this MOU** – No Comments

**Section III. Applicable WIOA Regulations** – No Comments

**Section IV. Key Terminology** – No Comments

**Section V. Integrated Service Delivery within the One-Stop Delivery System**

COMMENTS	DRAFT MOU SECTION	COMMENTS
Gary Smith, Northwest WDC	Section V. Integrated Service Delivery within the WorkSource System  It is further agreed that State-Level One-Stop Delivery System Partner Programs will each provide access to their services in every	Please, please do not introduce new acronyms to the world.

	Comprehensive WorkSource Center (CWC) throughout the state in order to integrate service delivery to job seekers and businesses (a statewide list of Comprehensive WorkSource Centers is provided in Attachment B).	
Gary Smith, Northwest WDC	<p>Section V. Integrated Service Delivery within the WorkSource System</p> <p>State-level partners commit to working with one another, the WTECB, and local WDCs to establish streamlined, customer-centered methods for mutually referring and jointly serving customers so that individuals receive services that they may qualify for, and to minimize the effort a customer must make in gaining access to those services. In addition, the partners commit to serving businesses in an integrated, streamlined manner as collaborative participants of Business Services Teams business services strategies led by WDCs.</p>	Suggest changing Teams to “strategies” as all areas may not organize as teams. Use lowercase b and s. WIOA and state plan are very clear about WDC’s role in business services. Needs to be stated in those precise terms.

**Section VI. Equal Opportunity, Accessibility & Priority of Service**

COMMENTER	DRAFT MOU SECTION	COMMENTS
Gary Smith, Northwest WDC	<p>Section VI. Equal Opportunity, Accessibility &amp; Priority of Service</p> <p>The parties are mutually committed to assuring that the One-Stop Service Delivery System provides a welcoming, inclusive environment</p>	The inclusion of “businesses” doesn’t fit in this paragraph.

	<p>with resources that successfully serve <b>businesses</b> and all job seekers, particularly those who experience barriers to employment. By making this commitment, the parties will assure that all job seekers throughout the WorkSource system will experience a service delivery environment in which they are exceptionally well served and supported in meeting their employment needs, no matter how significant an individual's challenges may be.</p>	
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**Section VII. Professional Development**

<b>COMMENTER</b>	<b>DRAFT MOU SECTION</b>	<b>COMMENTS</b>
<p>Gary Smith, Northwest WDC</p>	<p>Section VII. Professional Development</p> <p>Further, the parties agree to designate representatives who actively and collaboratively participate in the Professional Development Committee that has been chartered by the WTECB to develop and implement a system-wide method of cross-training personnel at all levels.</p> <p>In addition, State-Level One-Stop Delivery System Partner Programs agree to assure their respective personnel assigned to work at WorkSource sites will actively participate in staff training or professional development activities applicable to their roles and functions.</p>	<p>Delete these sentences from this section. They are already stated in Sections V and VII, respectively.</p>

**Existing Content -- Section VIII. Cost Sharing**

COMMENTER	DRAFT MOU SECTION	COMMENTS
Cindy Wilson, SBCTC	Existing Content – Section VIII. Cost Sharing	Jon Kerr and I both like the existing content for sections XIII and IX.
Kathy DiJulio, WWA	Existing & Proposed Content – Section VIII. Cost Sharing	<p>I understand this is between the State agencies but there are a few areas that require a specific action be put into place and practice by each of the local WDCs. These areas are the paragraphs in both versions of Cost Sharing that allow the application of the WDC contracted funds to the contribution required of that State agency (pages 7, 8 and 10). The other example is found on Page 8 and 11 and reads “The parties agree that the local IFAS will include quarterly reconciliation of budgeted and actual costs, and that State-level program’s contribution will be adjusted annually accordingly.”</p> <p>Question: WDCs are not signors of this MOU. Are the above statements required in law, regulations, or DOL TEGLS. If not, Does the Board see any issues resulting from the WDCs not being signors. If they are in law, regulations or DOL TEGLS, I would recommend the authority is cited.</p>
Linda Nguyen, Workforce Central	Existing Content – Section VIII. Cost Sharing	Section VIII does not address the “system” adequately. It does not include those partners who are part of our workforce development system, who will be included in our local MOU, and subsequently, agree to adopt common system processes and provide resources to support the “system.”
Linda Nguyen, Workforce Central	Existing Content – Section VIII. Cost Sharing 2. Infrastructure Costs Infrastructure Costs are those defined in 20 CFR 678.700 and TEGl 17-16. A state-level	VIII, 2. - Infrastructure costs for the “system” should include joint outreach/marketing, system operator, and technology.

	<p>program’s contribution to these costs should include one, or a combination, of the following:</p>	
<p>Linda Nguyen, Workforce Central</p>	<p>Existing Content – Section VIII. Cost Sharing</p> <p>3. Additional Costs</p> <p>a. Shared Operating Costs and Shared Services Costs (Optional)</p> <p>A state-level program’s contribution to locally agreed shared operating costs and shared services costs will be based upon its proportion of clients at the WorkSource site who were participants in staff assisted job seeker services during the previous 12-months, including WIOA Title I Adult, Dislocated Workers, and Youth Services, WIOA Title III Wagner-Peyser Services, and the Trade Adjustment Assistance Program.</p> <p>When a state-level program contracts with a WDC or One-Stop Operator to provide career services exclusively to its customers at a WorkSource site, any portion of the contract that is allocable to shared operating costs and shared services costs shall be counted towards the program’s total contribution of those costs.</p>	<p>VIII, 3, b – if we truly mean that we want to support the “system” in a shared cost way, we need to not limit ourselves to “enrolled” “staff assisted” “in our MIS system” job seekers/workers/businesses. The “system” is available to all residents and businesses, many of whom are not currently “enrolled” into any partners’ caseloads. Also, these customers will choose to access services via technology because they do not need “staff assisted” help. As partners, we need to adopt the position that all customers are our joint customers, not just those enrolled in our respective programs. Only when we can adopt and demonstrate this mindset through our collective action and support of the system, can we break down the silos and work in the interest of our customers. Lastly, support of the “system” should not be optional.</p>
<p>Gary Smith, Northwest WDC</p>	<p>Existing Content – Section VIII. Cost Sharing</p> <p>The parties mutually understand the obligations and responsibilities for each State-Level WorkSource Partner Program to share in the costs of operating WorkSource Centers and</p>	<p>Uncertain about the state-level obligation to financially support WorkSource Affiliate sites. This should be a local area’s determination of how to form, fund, and sustain Affiliated sites. Note “affiliated” vs. “affiliate”. Sites that are not Comprehensive WorkSource Centers are “Affiliated” with that Comprehensive Center. This is the language now used in the Rules.</p>

	Affiliate Sites at the local level, as required by 34 CFR Part 678, Subparts C and E. These costs are categorized as Infrastructure Costs and Additional Costs, as described in 20 CFR 678.700, 20 CFR 678.760, and Training and Employment Guidance Letter (TEGL) 17-16, <i>Infrastructure Funding of the One-Stop System</i> .	
Gary Smith, Northwest WDC	Existing Content – Section VIII. Cost Sharing  1. Operating Budget  The total operating budget for the Comprehensive WorkSource Center(s) will be the basis for determining the amount that a state-level program contributes to Infrastructure Costs and Shared Services Costs. The budget will specify a 12-month timeframe aligned to the program year and be itemized by:  a. Cost Category; b. Cost Pool; c. Cost item; and d. Cost Dollar Amount.	General Observation/Comment: We describe these fiscal component pieces (nos. 1, 2, & 3) both in the MOU text and again in the Appendix Definitions. It needs to be one place or the other, not both. And, whatever we decide upon language needs to be consistent in both locations if we ultimately choose to keep in both locations.
Gary Smith, Northwest WDC	Existing Content – Section VIII. Cost Sharing  2. Infrastructure Costs Infrastructure Costs are those defined in 20 CFR 678.700 and TEGL 17-16. A state-level program’s contribution to these costs should include one, or a combination, of the following:	We made this comment previously:  <ul style="list-style-type: none"> <li>• This list is not sufficiently detailed unless language is added that “will include, but not limited to...”</li> <li>• Examples missing include: phone lines, including voicemail, replacement, repair &amp; moving), janitorial, security, maintenance, widow washing, carpet/furniture cleaning.), and consumables- supplies, copier, projector,</li> </ul>

	<p>a. The actual cost of square footage occupied by the program’s staff assigned to the site for offices, work stations, meeting rooms, and other space dedicated for only their use.</p> <p>b. The actual and/or proportional cost of utilities associated with staff occupancy may <b>include, but is not limited to</b> internet connections, phone lines, heat, lights, water and sewer, etc..</p> <p>c. The proportional cost of shared or common space associated with staff occupancy may <b>include, but is not limited to</b> resource rooms, shared meeting rooms, computer labs, reception areas, bathrooms, lunch rooms, etc..</p> <p>d. The proportional cost of shared equipment and technology associated with staff occupancy <b>and/or the provision of services</b> (including assessment-related products and assistive technology for individuals with disabilities).</p> <p>e. The proportional cost of facilitating virtual service delivery through direct linkages within a WorkSource Center when program staff are not physically located at the center.</p> <p>f. A negotiated cost-per-participant rate based on actual or projected use of facilities/infrastructure.</p>	<p>advertising/marketing/subscriptions, garbage and shredding).</p> <ul style="list-style-type: none"> <li>• This expanded and more inclusive definition of infrastructure costs should be added to Appendix.</li> </ul> <p>Comment made previously. We believe this addition to be important here.</p> <ul style="list-style-type: none"> <li>• Why the limitation “associated with staff occupancy”? Shared equipment and IT also support customers and should also include: IT staff (technical support), software, maintenance, licensing.</li> </ul> <p>Suggest adding the highlighted text to items b, c, and d.</p> <p>Delete “...or One-Stop Operator...” from last paragraph of the sub-section. Cannot contract with a One-Stop Operator. One-Stop Operator is a role, not a legal entity.</p>
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	<p>When a state-level program contracts with a WDC <del>or One-Stop Operator</del> to provide career services exclusively to its customers at a WorkSource site, any portion of the contract that is allocable to the above costs shall be counted towards the program's total contribution of infrastructure costs.</p>	
<p>Gary Smith, Northwest WDC</p>	<p>Existing Content – Section VIII. Cost Sharing</p> <p>3. Additional Costs</p> <p>b. Shared Operating Costs and Shared Services Costs (Optional)</p> <p>A state-level program's contribution to shared operating costs and shared services costs will be based upon its proportion of <b>clients</b> at the WorkSource site who were <b>participants</b> in staff assisted job seeker services during the previous 12-months, including WIOA Title I Adult, Dislocated Workers, and Youth Services, WIOA Title III Wagner-Peyser Services, and the Trade Adjustment Assistance Program.</p> <p>When a state-level program contracts with a WDC <del>or One-Stop Operator</del> to provide career services exclusively to its customers at a WorkSource site, any portion of the contract that is allocable to shared operating costs and shared services costs shall be counted towards the program's total contribution of</p>	<p>The term "customers" or "individuals" is the preferred language, but not "clients."</p> <p>Change the term "participants" to "recipients." "Participants" implies enrollment. "Recipients" of services is neutral language and a better descriptor.</p> <p>Insert Title II and Title IV in to the first paragraph of sub-section b.</p> <p>Delete "...or One-Stop Operator..." from last paragraph of the sub-section. Cannot contract with a One-Stop Operator. One-Stop Operator is a role, not a legal entity.</p>

	those costs.	
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**Proposed New Content – Section VIII. Jointly Supporting the One-Stop Delivery System**

COMMENTER	DRAFT MOU SECTION	COMMENTS
Elise Rowe, ESD	<p>Proposed New Content -- Section VIII. Jointly Supporting the One-Stop Delivery System</p> <p>a. Career Services and Applicable Career Services Career services funded by WIOA Title III are universally available through WorkSource as described in 20 CFR 678.430. Services provided must be consistent with local strategic and operational plans approved by the WTECB. Career services include:</p>	<p>As edited, W-P and WIOA services appear combined</p> <p>W-P and WIOA--basic and individual career services; WIOA--training, follow-up and supportive services</p>
Elise Rowe, ESD	<p>Proposed New Content -- Section VIII. Jointly Supporting the One-Stop Delivery System</p> <p>State Guidance</p> <p>To guide the local process, each required WIOA state agency partner has calculated, using client service related data, combined with other relevant methods (items a-f) specific to their affiliations with the one-stop center, the agency proportionate percentage. When no historical data was available, proposed service rates were used. Rates to guide local discussion are listed in the following chart or, in cases</p>	<p>Has the ability to support this been verified?</p>

	where a local rate is required, provided directly to local entities from the state agency.	
Kim Anensen, ESD	<p>Proposed New Content -- Section VIII. Jointly Supporting the One-Stop Delivery System</p> <p>Each local sub-lease includes a specific budget and list of items charged. Some of these costs may duplicate required WIOA Infrastructure costs. When this occurs, any existing sub-lease must be reconciled and given credit against any agency proportional amounts due as defined in 20 CFR 678.700 and TEGL 17-16.</p>	What if the sublease entity owes funds?
Kim Anensen, ESD	<p>Proposed New Content -- Section VIII. Jointly Supporting the One-Stop Delivery System</p> <p>The parties agree that local IFAs will include quarterly reconciliation of budgeted and actual costs, and that a state-level program's contribution will be adjusted annually accordingly.</p>	What happens when a partner leaves the building? Normally those costs get spread to remaining partners. If the states portion cannot be adjusted but quarterly who cover the costs especially if its not a state leased building?
Kim Anensen, ESD	<p>Proposed New Content -- Section VIII. Jointly Supporting the One-Stop Delivery System</p> <p>2. Additional Costs</p> <p>a. Career Services and Applicable Career Services</p> <p>Career services funded by WIOA Title III are universally available through WorkSource as described in 20 CFR 678.430. Services provided must be</p>	Need a fuller description of Basic Career Services and which parties have responsibility to provide to customers. Only Basic Career Services are universally available under Title I. Basic and some Individual Career Service are available under Title III. Recommend adding the highlighted text.

	<p>consistent with local strategic and operational plans approved by the WTECB. Career services include:</p> <ul style="list-style-type: none"> <li>i. Basic Career Services;  <u>Basic career services are universally accessible and must be made available to all individuals seeking employment and training services. As described in TEGL 17-16, these services may be provided by both the Adult and Dislocated Worker programs, as well as by the Employment Service. All of the basic career services must be made available by Wagner-Peyser Act Employment Service (ES) staff, including Labor exchange services, which are the primary services provided by ES staff, in coordination with other American Job Center partners. Career services funded by WIOA Title III are universally available through WorkSource as described in CFR 678.430. Services provided must be consistent with local strategic and operational plans approved by the WTECB.</u> </li> <li>ii. Individualized Career Services; and</li> <li>iii. Follow-up Services.</li> </ul>	
Kim Anensen, ESD	Proposed New Content – Section VIII. Jointly Supporting the One-Stop Delivery	This paragraph and language through end of proposed new content Section VIII belongs in the proposed new Section IX.

	<p>System</p> <p>b. Shared Operating Costs and Shared Services Costs</p> <p>A state-level program’s contribution to locally agreed shared operating costs and shared services costs will be based upon its proportion of clients at the WorkSource site who were participants in staff assisted job seeker services during the previous 12-months, including WIOA Title I Adult, Dislocated Workers, and Youth Services, WIOA Title III Wagner-Peyser Services, and the Trade Adjustment Assistance Program.</p> <p>Example: Customers of State-Level Program XYZ comprised 20.0% of all individuals who were participants in staff assisted job seeker services during the past 12-months at WorkSource ABC, so the program will contribute an amount equal to 20.0% of shared operating costs and shared services costs for the coming 12-month budget period.</p> <p>When a state-level program contracts with a WDC or WorkSource Operator to provide career services exclusively to its customers at a WorkSource site, the amount of the contract shall be factored in to the program’s contribution of shared operating costs and shared services costs.</p>	<p>When determining proportional use of Infrastructure costs, why only staff-assisted? Consideration must be made of partners customers using the Infrastructure for self-directed services.</p> <p>Should also include other required partner customers, e.g., Workforce Education (WE) Programs, SCSEP and include partners’ customers using the Infrastructure for self-directed services.</p> <p>This should include customers that use a WorkSource center for self service activities. These are dependent on an existing and financially supported infrastructure for them to use.</p> <p>The amount of the contract may include participant support and training costs which are not relevant to and should not be considered a contribution to shared operating and services costs.</p>
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Further, the parties mutually understand that the amount and type of funds or non-cash contributions that each State-Level One-Stop Delivery System Partner Program contributes to the operating costs of specific WorkSource sites shall be determined at the local level through MOUs and Infrastructure Funding Agreements (IFAs) with WDCs. The amount of contribution shall be relative to the program's benefit and proportion of usage by the identified factors described in Section IX, based upon the Federal Cost Principles Contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200.

Note: For the purpose of developing IFAs that will be in effect through June 30, 2019, the parties presume that each State-Level WorkSource Partner Program receives relative benefit from its role within and use of the WorkSource system. Therefore, consistent with TEG 17-16, an exact or absolute measurement of benefit will not be conducted. However, during the period of this MOU the parties will collaborate to reach consensus on defining a reasonable method of determining relative benefit that will be provided for the development of IFAs that take effect July 1, 2020.

	<p>Lease of real estate for state agencies – In cases where a state agency is leasing from a state agency the Department of Enterprise Services (DES), in consultation with Office of Fiscal Management (OFM), is required to implement a sub-lease agreement.</p> <p>RCW 43.82.010, section 8, identifies DES will charge each agency “...it’s proportional rental, which shall include an amount sufficient to pay all costs, including, but not limited to, those for utilities, janitorial, and accounting services, and sufficient to provide for contingencies.”</p> <p>Each local sub-lease includes a specific budget and list of items charged. Some of these costs may duplicate required WIOA Infrastructure costs. When this occurs, any existing sub-lease must be reconciled and given credit against any agency proportional amounts due as defined in 20 CFR 678.700 and TEGL 17-16.</p>	
<p>MaryEllen Laird, Workforce Central</p>	<p>Proposed New Content – Section VIII. Jointly Supporting the One-Stop Delivery System</p> <p>Proposed New Section – Section IX. Determining Proportional Share of Operating Costs</p>	<p>I prefer the new sections 8 and 9</p>
<p>Kathy DiJulio, WWA</p>	<p>Existing &amp; Proposed Content – Section VIII. Cost Sharing</p>	<p>I understand this is between the State agencies but there are a few areas that require a specific action be put into place and practice by each of the local WDCs. These areas are the paragraphs in both versions of Cost Sharing that allow the application of the WDC contracted funds to the contribution required of that State agency</p>

		<p>(pages 7, 8 and 10). The other example is found on Page 8 and 11 and reads “The parties agree that the local IFAS will include quarterly reconciliation of budgeted and actual costs, and that State-level program’s contribution will be adjusted annually accordingly.”</p> <p>Question: WDCs are not signors of this MOU. Are the above statements required in law, regulations, or DOL TEGLS. If not, Does the Board see any issues resulting from the WDCs not being signors. If they are in law, regulations or DOL TEGLS, I would recommend the authority is cited.</p>
Gary Smith, Northwest WDC	Proposed New Content – Section VIII. Jointly Supporting the One-Stop Delivery System	Yes, this proposed new content version of Section VIII is preferred, but with the caveat that recommended edits made above to the existing Section VIII are incorporated into this new version of Section VIII.
Gary Smith, Northwest WDC	<p>Proposed New Content – Section VIII. Jointly Supporting the One-Stop Delivery System</p> <p>2. Additional Costs  a. Career Services and Applicable Career Services  Each state-level program that provides its applicable career services, as described in 20 CFR 678.425, at a WorkSource site will <b>work together with the local WDC to</b> determine the dollar valuation of those services to be included in the site’s operating budget as a non-cash contribution.</p>	Add the highlighted text to the proposed new content; it is in the existing version and needs to be retained. This is essential to the success of local IFA negotiations. It was in the Existing version and removed from Proposed. Needs to be retained.
Gary Smith, Northwest WDC	<p>Proposed New Content – Section VIII. Jointly Supporting the One-Stop Delivery System</p> <p>2. Additional Costs</p>	Recommend change “clients” to “customers” and “participants in” to “recipients of.” Participants implies enrollment. Recipient of services is neutral language and a better descriptor.

	<p>a. Shared Operating Costs and Shared Services Costs</p> <p>A state-level program’s contribution to locally agreed shared operating costs and shared services costs will be based upon its proportion of <del>clients customers</del> participants in recipients of staff assisted job seeker services during the previous 12-months, including WIOA Title I Adult, Dislocated Workers, and Youth Services, <u>WIOA Title II</u>, WIOA Title III Wagner-Peyser Services, and the Trade Adjustment Assistance Program <u>and Title IV Vocational Rehabilitation</u>.</p>	<p>Recommend adding Titles II and IV to this sub-section.</p>
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**Proposed New Section – Section IX. Determining Proportional Share of Operating Costs**

COMMENTER	DRAFT MOU SECTION	COMMENTS
<p>Kim Anensen, ESD</p>	<p>Proposed New Section – Section IX. Determining Proportional Share of Operating Costs</p> <p>A state-level program’s contribution to these costs should include one, or a combination, of the following:</p> <p>a. The actual cost of square footage occupied by the program’s staff assigned to the site for offices, work stations, meeting rooms, and other space dedicated for only their use.</p> <p>b. The actual and/or proportional cost of</p>	<p>It is unclear why dedicated office space for state or local agency staff is a contribution to infrastructure costs or other costs. It may be a cost distribution basis but it is not a contribution.</p> <p>This includes space that is associated with customer services, e.g., resource rooms, computer labs, etc., not staff occupancy.</p> <p>Insert new sentence between items c and d, because items d-g are costs that must be covered; they are not contributions.</p>

	<p>utilities associated with staff occupancy (e.g., internet connections, phone lines, heat, lights, water and sewer, etc.).</p> <p>c. The proportional cost of shared or common space associated with staff occupancy (e.g, bathrooms, lunch rooms, etc.). The following are costs, which must be covered, not contributions:</p> <p>d. The proportional cost of resource room, shared client meeting rooms, computer labs, receptions area, public bath rooms.</p> <p>e. The proportional cost of shared equipment and technology (including assessment and assistive technology).</p> <p>f. The proportional cost of facilitating virtual service delivery through direct linkages within a WorkSource Center when program staff are not physically located in the center.</p> <p>g. A negotiated cost-per-participant rate based on actual or projected use of facilities/infrastructure.</p>	
<p>Gary Smith, Northwest WDC</p>	<p>Proposed New Section – Section IX. Determining Proportional Share of Operating Costs</p> <p>A state-level program’s contribution to these costs should include one, or a combination, of the following:</p> <p>a. The actual cost of square footage occupied by the program’s staff assigned to the site for offices, work stations, meeting rooms, and other space dedicated for only their</p>	<p>This is problematic for shared workstations used by staff who “circuit-ride” to use the language offered in the last subgroup meeting. How would those costs be shared for non-exclusive use if this language were to remain?</p>

	use.	
Gary Smith, Northwest WDC	<p>Proposed New Section – Section IX. Determining Proportional Share of Operating Costs</p> <p>State Guidance</p> <p>To guide the local process, each required WIOA state agency partner has calculated, using client service related data, combined with other relevant methods (items a-f) specific to their affiliations with the one-stop center, the agency proportionate percentage. When no historical data was available, proposed service rates were used. Rates to guide local discussion are listed in the following chart or, in cases where a local rate is required, provided directly to local entities from the state agency.</p>	<p>ADD: This data must be shared with the local WDC along with supporting documentation to ensure the calculations are relevant and accurate and that like processes are used by all financial contributors.</p>
Rob Hines, DSHS/DVR	<p>Proposed New Section – Section IX. Determining Proportional Share of Operating Costs</p> <p>State Guidance</p> <p>To guide the local process, each required WIOA state agency partner has calculated, using client service related data, combined with other relevant methods (items a-f) specific to their affiliations with the one-stop center, the agency proportionate percentage. When no historical data was available, proposed service rates were used. Rates to guide local discussion are listed in the following chart or, in cases</p>	<p>DSHS/DVR is not able to do this because we don't have historical client data, nor do we know what "service rates" means or how they would be consistently calculated by programs at specific WorkSource locations. It is unknown if other programs (ie, TANF, SCSEP, DSB) will be able to do this.</p> <p>In addition, without reviewing individual operating budgets for each WorkSource site where DSHS/DVR will contribute to Infrastructure Costs and Additional Costs, it is impossible to calculate or estimate state-level aggregate amounts or proportionate percentages. A state-level aggregate can only be calculated once all local IFAs have been developed and the share of costs is known by each state-level program. DSHS/DVR is committed to contributing to our share of costs according to the applicable federal rules and guidance; however, this will occur at the local level and we do not view this MOU as the appropriate</p>

	<p>where a local rate is required, provided directly to local entities from the state agency.</p> <p>Insert chart</p>	<p>instrument for making any cost-sharing calculations.</p>
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**Section X. Data Sharing**

<b>COMMENTER</b>	<b>DRAFT MOU SECTION</b>	<b>COMMENTS</b>
<p>Kim Anensen, ESD</p>	<p>Section X. Data Sharing</p> <p>The parties agree that the Employment Security Department will provide access to the Efforts to Outcomes (ETO) system to each State-Level One-Stop Delivery System Partner Program and WDCs no later than July 1, 2017, so that each program can:</p> <ol style="list-style-type: none"> <li>1. Match data to accurately count the number and percentage of its clients who were WorkSource participants by location during the previous 12 months and received staff-assisted WIOA Title I Adult, Dislocated Workers, and Youth Services, WIOA Title III Wagner-Peyser Services, and/or services from the Trade Adjustment Assistance Program; and</li> <li>2. Continue matching its client data with ETO on at least a quarterly basis for the duration of this MOU.</li> </ol> <p>When a state-level program is technologically</p>	<p>Should also include other required partner customers, e.g., Workforce Education (WE) Programs, SCSEP and include partners' customers using the Infrastructure for self-directed services.</p> <p>Replace the term "participants" with "customers."</p>

	<p>unable to match its client data with ETO data, such program(s) will propose to ESD other reasonable methods for counting or estimating the number and percent of its clients who are WorkSource participants by location.</p>	
<p>Gary Smith, Northwest WDC</p>	<p>Section X. Data Sharing</p> <p>The parties agree that the Employment Security Department will provide access to the Efforts to Outcomes (ETO) system to each State-Level One-Stop Delivery System Partner Program and WDCs no later than July 1, 2017, so that each program can:</p> <ol style="list-style-type: none"> <li>3. Match data to accurately count the number and percentage of its clients who were WorkSource participants by location during the previous 12 months and received staff-assisted WIOA Title I Adult, Dislocated Workers, and Youth Services, WIOA Title III Wagner-Peyser Services, and/or services from the Trade Adjustment Assistance Program; and</li> <li>4. Continue matching its client data with ETO on at least a quarterly basis for the duration of this MOU.</li> </ol> <p>When a state-level program is technologically unable to match its client data with ETO data, such program(s) will propose to ESD other reasonable methods for counting or estimating the number and percent of its clients who are</p>	<p>Add Title II and Title IV to sub-section 1.</p>

	WorkSource participants by location.	
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**Section XI. Effective Date and Duration of MOU** – No Comments

**Section XII. Modification** – No Comments

**Section XIII. Termination**

COMMENTER	DRAFT MOU SECTION	COMMENTS
Kathy DiJulio, WWA	Section XIII. Termination	<p>The termination clause pertains to the Statewide MOU agreed upon among the specific State agencies. By terminating the agreement at the State level there may be a future or immediate impact to local MOU discussions, negotiations or signed local MOUS.</p> <p>At a minimum I would recommend that this section should include a requirement that local WDCs who may be impacted be notified of the request to terminate. Depending on the reason for the notice to terminate and the possible financial loss or additional resources that may be required to offset the termination, I would think the circumstances that warrant a withdrawal from the Statewide MOU be included in this section.</p>
Gary Smith, Northwest WDC	Section XIII. Termination	<p>Add the following language as a final sentence in this section:</p> <p style="padding-left: 40px;">All WIOA federal requirements for mandatory programs remain in full effect and are not dependent upon a signatory partner’s status with this Memorandum of Understanding.</p> <p>This may not be the exact language to us, but the idea needs to be communicated that despite a mandatory partners’ agreement with this MOU, they are required to abide by WIOA.</p>

**Section XIV. Signatures** – No Comments

**Attachment A – Definitions**

COMMENTER	DRAFT MOU SECTION	COMMENTS
<p>Gary Smith, Northwest WDC</p>	<p>Attachment A – Definitions</p> <p>Access</p> <ul style="list-style-type: none"> <li>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 <u>and make appropriate referrals to a partner staff member</u></li> </ul>	<p>This recommended added text was provided in an earlier comment. It is necessary to make the connection to the relevant program’s staff.</p>
<p>Gary Smith, Northwest WDC</p>	<p>Attachment A – Definitions</p> <p>Integrated Service Delivery (ISD) is the delivery of WorkSource services in a manner that aligns/braids the <u>knowledge, talents and</u> resources of participating partners to seamlessly address the training and employment needs of system customers - job seekers and businesses. <del>ISD utilizes co-enrollment as a tool to reduce duplicative and administrative activities in favor of a positive customer experience. This allows service delivery partners to use their resources for value added services to assure that job seekers have the skills to succeed in the regional economy. Co-enrolled ISD creates a warm and</del></p>	<p>Recommend deleting reference to co-enrollment. This language about co-enrollment is entirely unacceptable. As stated in our earlier comment “Integrated Service Delivery” is not synonymous with “co-enrollment”. This definition is all about co-enrollment. The first sentence, with the recommended edit, is sufficient for a definition here.</p>

	<p>meaningful welcome and a quick connection to resources. Rather than simply providing a “countable” service, co-enrolled ISD immediately connects the customer to a robust set of high value system resources relevant to the local and regional economy including assessment, skill development, work readiness, skill validation and certification. Staff working in a co-enrolled ISD environment are organized into teams based on functions, such as intake/assessment or career guidance, rather than to maintain programmatic boundaries. The goal is more people getting jobs, keeping jobs and getting better wages.</p>	
<p>Gary Smith, Northwest WDC</p>	<p>Attachment A – Definitions</p> <p>One-Stop Operator</p> <p><u>At a minimum, the one-stop operator must coordinate the service delivery of required one-stop partnersstop partners and service providers. Local workforce development boards may establish additional roles of one-stop operator, including, but not limited to: Coordinating service providers across the one-stop delivery system, being the primary provider of services within the center, providing some of the services within the center, or coordinating service delivery in a multi-center area, which may include affiliated sites. See 20 CFR § 678.620</u></p>	<p>This definition is too long. The job of a definition is not to replicate WIOA or Regs. Shortened here to provide sufficient definition with citation to learn more. Recommend deleting the remainder of this definition in the current draft.</p>
<p>Gary Smith, Northwest WDC</p>	<p>Attachment A – Definitions</p> <p>Shared Operating and Shared Services Costs</p>	<p>What is the source and why is this caveat inserted into the definition?</p>

	<p>A portion of the costs of Local WDB staff who perform functions that are not otherwise paid with WIOA title I funds and support the general operations of the one-stop centers may also be included as additional costs. An example of such shared operating costs would be a Local WDB staff person acting as the office manager in a one-stop center. As with any additional costs paid by partner programs for the operations of the one-stop delivery system, these shared operating costs must be proportionate to the use of the partner program and consistent with the Federal Cost Principles of the Uniform Guidance set forth in 2 CFR part 200.</p>	
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**Attachment B – Statewide List of Comprehensive WorkSource Centers as of June 2017**

COMMENTER	DRAFT MOU SECTION	COMMENTS
Gary Smith, Northwest WDC	Attachment B – Statewide List of Comprehensive WorkSource Centers as of June 2017	<p>Please spell out “WorkSource” instead of using the abbreviation “WS.” “WS” is not an approved abbreviation and is internal shorthand only.</p> <p>Delete the term “County” from each WorkSource title where it is used. “County” is not compliant with WorkSource Brand Standards. This designator was dropped long ago.</p>

**Attachment C – Programmatic Roles of State-Level Partners in the One-Stop Delivery System**

COMMENTER	DRAFT MOU SECTION	COMMENTS
Elise Rowe, ESD	Attachment C – ESD State-Level Program Role	Should state-level document describe ESD-specific program services and staff contribute to the one-stop? The programs are referenced and

	<p>In addition to Basic Career Services for job seekers and employers, ESD administers the following programs...</p> <p>Basic Food Employment &amp; Training (in selected areas)</p>	<p>will be included in discussions/calculations, but am wondering if inclusion at this level would add value.</p> <p>Is Reemployment Services and Eligibility Assessments (RESEA)--a separate funding stream—intended to be within “Unemployment Insurances Services/Programs”?</p>
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**Attachment D – Matrix of One-Stop Infrastructure Costs & Additional Costs**

<b>COMMENTER</b>	<b>DRAFT MOU SECTION</b>	<b>COMMENTS</b>
Kim Anensen, ESD	<p>Attachment D – Matrix of One-Stop Infrastructure Costs &amp; Additional Costs</p> <p>Infrastructure Costs (Non-Personnel)</p> <ul style="list-style-type: none"> <li>a. The actual cost of square footage occupied by the State-Level Program’s staff assigned to the WorkSource site for offices, work stations, meeting rooms, and other space dedicated for only their use.</li> <li>b. The actual and/or proportional cost of utilities associated with staff occupancy (e.g., internet connections, phone lines, heat, lights, water and sewer, etc.).</li> <li>c. The proportional cost of shared or common space associated with staff occupancy (e.g., resource rooms, shared meeting rooms, computer labs, reception areas, bathrooms, lunch rooms, etc.).</li> <li>d. The proportionate cost of shared equipment and technology associated with staff occupancy.</li> </ul>	<p>A distinction needs to be made between infrastructure cost that staff resident in the building and infrastructure costs that support customers, i.e., resource rooms, training rooms labs, computer and internet access, etc.</p>
Gary Smith,	Attachment D – Matrix of One-Stop	Please provide the citation that indicates this is a shared cost.

Northwest WDC	<p>Infrastructure Costs &amp; Additional Costs</p> <p>Shared Operating &amp; Services Costs (Personnel, Operations &amp; Services)</p> <ul style="list-style-type: none"> <li>• Referrals to other one-stop partners' business services</li> </ul>	
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**Attachment E – State Funding Mechanism Procedures Established by the Governor**

COMMENTER	DRAFT MOU SECTION	COMMENTS
Elise Rowe, ESD	Attachment E – State Funding Mechanism Procedures Established by the Governor	Explanatory notes regarding items that were unknown at the time this was drafted and on which decisions have not been made still remain. Does it add value to keep them? This MOU as drafted terminates 2020; this section would continue to apply.
Laurelle Lee, ESD	<p>Attachment E – State Funding Mechanism Procedures Established by the Governor</p> <p>The appeal must be clearly labeled as such and must be addressed to the Governor or designated representative. It must identify the appellant and the basis for the appeal. The petitioner must demonstrate make the case that the State’s funding determination is inconsistent with (1) the proportionate cost-share requirements in 20 CFR 678.737, or (2) the cost-contributions limitations in 20 CFR 678.730 (c), or (3) the cost-contribution caps in 20 CFR 678.738. The appeal letter may originate with the LWDB Chair, the Chief Elected Official(s), or required partner(s), and must be signed (electronic signature is acceptable) and dated. All parties involved must receive copies of the notification.</p>	<p>“...must make the case” may be too strong to be fair; can we put language such as “Only appeals stipulating an issue of fact concerning the following subjects shall be considered:” and list the items in this paragraph as bulleted points.</p> <p>Note that Policy or Audit or Monitoring should review if this liability may impact encumbrance calculations of partners from project year to project year. If so, we should be clear that this “is a liability <i>unless</i> their appeal is successful” and then, only to the extent that it is successful (e.g., 50% of IFA was found to be in excess of their share).</p>

<p>Laurelle Lee, ESD</p>	<p>Attachment E – State Funding Mechanism Procedures Established by the Governor</p> <p>The Governor or designated representative will acknowledge the appeal and return a determination under the designated authority of the Governor as quickly as feasible. Until the appeal process is completed, the appellant <b>remains responsible for its contribution</b> as originally determined in the state funding mechanism. If a partner’s appeal to the state (using the process described in 20 CFR 678.750) is successful and there is a change to the partner’s infrastructure cost contributions, then the MOU must be updated to reflect those changes.</p>	<p>Does “...remains responsible for its contribution...” mean they do not pay unless appeal is successful? Or they still pay, but if appeal is successful, they are due a refund from other partner(s)?</p> <p>If appeal means partner does not pay unless appeal is not successful, then need language in here that If the partner’s appeal is not successful, the partner needs to pay their IFA obligations due to date.</p>
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