|  |
| --- |
| **West Virginia Workforce Development Board** |
| **Policy Area**: One-Stop Service Delivery |
| **Title of Policy:** One-Stop Infrastructure Funding Template | **Number:** 300-04 (2023) |
| **Effective Date:** July 1, 2023 | **Review by Date:** July 1, 2028 |
| **Approved Date:** Policy ApprovedSeptember 20, 2023**Revision Date:**  | **Approved by:** State Workforce Development Board |

**Infrastructure Funding Agreement (IFA)Template**

Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the one-stop including, but not limited to:

* Rental of the facilities;
* Utilities and maintenance;
* Equipment, including assessment-related products and assistive technology for individuals with disabilities; and
* Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. 20 CFR 678.700.

WIOA requires local workforce development boards and one-stop partners to agree on the funding of infrastructure costs of one-stop centers. An agreement on infrastructure cost funding is part of the MOU for the one-stop delivery system. All one-stop partners, required and additional, that participate at one-stop centers must contribute to the infrastructure costs of that one-stop center, whether they are physically located in the center or not, based on their proportionate use and relative benefits received.

IFAs must include:

* The period of time in which the IFA is effective.
* Identification of the infrastructure and shared services budget which must be quarterly reconciled against actual costs incurred.
* Description of the periodic modification and review process to ensure equitable benefit among one-stop partners.
* Identification of all one-stop partners, chief elected officials (CEOs), and the local board participating in the IFA.
* Steps the local workforce development boards, CEOs, and one-stop partners used to reach consensus or an assurance that the local area followed the guidance for the State funding process.
* A description of the process to be used among partners to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached. 20 CFR 678.755.

**Infrastructure and Shared Services Budget**

Infrastructure costs are a component of the one-stop operating budget and are part of the local MOU. The operating budget also includes additional costs. Additional costs may include applicable career services, shared operating costs, and shared services.

Additional costs include the costs of providing career services for the following programs:

[Identify one-stop partners or partner programs covered by the IFA. Include all partners in Attachment A.]

Shared services costs may include:

* Initial intake;
* Assessment of needs;
* Appraisal of basic skills;
* Identification of appropriate services to meet such needs;
* Referrals to other one-stop partners; and
* Business services

[Include budget information here. Budget Information must identify infrastructure costs and additional costs. Use Attachment B to keep track of costs.]

**Cost Allocation Methodology**

Allocation bases must be consistent with WIOA, its implementing regulations, and the Uniform Guidance, including the federal cost principles. Parties should consider the following in selecting a cost allocation base:

* Identify methodologies that most effectively allocate costs based upon proportionate use and relative benefit received by the one-stop partners.
* Additional effort and expense required to achieve a greater degree of accuracy.
* Allocation base used to allocate a particular type of cost must be consistent over time.
* Adherence to WIOA program rules.
* Whether all Parties agree with an allocation base that best fits the organizational structure.

While there are many commonly used allocation bases, local workforce development boards shall use as an allocation basis either direct-staff salaries or square footage. If local workforce development boards would like to use another allocation basis, they must make a request and gain approval from WorkForce West Virginia. The chosen cost allocation method must be the same method for each partner.

All Parties agree to the following cost allocation methodology:

[Provide cost allocation methodology by Partner here. Identify cost allocation bases. Use Attachments C-H.]

**Cost Reconciliation and Allocation Base Update**

The operating budget is reconciled quarterly against actual costs incurred and adjusted accordingly. All Parties agree to use the following process for cost reconciliation and allocation base updates:

[Provide process for cost reconciliation and allocation base update here. Use Attachment I for reconciliation updates.]

**Consensus**

The partner designee (s) agree to use the following steps to reach consensus and to make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget, for the participating one-stop center:

[Provide steps to use to reach consensus.]

**Dispute and Impasse Resolution**

The partner designee (s) agrees to actively participate in local IFA negotiations in a good faith effort to reach agreement. The partner designee (s) agrees to first attempt to resolve disputes informally. Should informal resolution efforts fail, the partner designee (s) agrees to use [Provide information on how parties will resolve disputes].

**Modification Process**

[Provide the modification process.]

**Effective Period**

The effective date of this IFA is \_\_. This IFA will terminate on \_\_.

**Resources**

For additional information on infrastructure funding of the one-stop delivery system see [U.S. Employment and Training Administration (ETA) Training and Employment Guidance Letter (TEGL) WIOA NO. 17-16](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_17-16_Acc.pdf).

One-Stop Operating Cost regulations are located at [20 CFR Part 678 Subpart E](https://www.ecfr.gov/current/title-20/chapter-V/part-678/subpart-E).

**Signatures**

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

My signature certifies my understanding of the terms outlined herein and agreement with the IFA. I also certify that I have the legal authority to bind my agency (outlined below) to the terms of the IFA.

Printed Name Signature Date

Partner/Organization Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Signature Date

Partner/Organization Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Signature Date

Partner/Organization Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Include additional lines as necessary]

[Local Workforce Development Board Name]

We affirm that the Local Workforce Development Board and the Chief Elected Official of the local area, in partnership, have developed and now submit this Memorandum of Understanding Signature Page and Infrastructure Funding Agreement in compliance with the provisions of the Workforce Innovation and Opportunity Act and instructions issued by the Governor under the authority of the Act.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Submission Date

Local Workforce Development Board Chair Chief Elected Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

**ATTACHMENT A: Partners**

|  |  |  |  |
| --- | --- | --- | --- |
| **Partner Program** | **Partner Organization** | **Authorization** | **Signatory Official** |
| Adult, Dislocated Worker, and Youth Programs |  | WIOA Title I-B |  |
| Adult Education and Family Literacy |  | WIOA Title II  |  |
| Vocational Rehabilitation |  | Title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV |  |
| Wagner-Peyser |  | Wagner-Peyser Act, as amended by WIOA Title III |  |
| Career and technical education programs  |  | Carl D. Perkins Career and Technical Education Act, as amended (20 U.S.C. 2301 et seq.) |  |
| Temporary Assistance for Needy Families (TANF) |  | (42 U.S.C. 601 et seq.) |  |
| Employment and training programs under SNAP |  | Section 6(d)(4) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4))) |  |
| Trade Adjustment Assistance  |  | Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)) |  |
| Jobs for Veterans State Grants Program |  | 38 U.S.C. 4100 et. seq |  |
| Unemployment Insurance program |  | State unemployment compensation laws |  |
| Senior Community Service Employment program |  | Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)) |  |
| Community Services Block Grant |  | Community Services Block Grant Act (42 U.S.C. 9901 et seq.)) |  |

**ATTACHMENT B: One-Stop Operating Budget**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Cost Category** | **Cost Pool** | **Cost Item** | **One-Stop Center 1** | **One-Stop Center 2** | **Total** |
| **Career Services** |  |  |  |  | **$** |
| **Infrastructure Costs**  |  |  |  |  | **$** |
|  |  |  |  |  | **$** |
|  |  |  |  |  | **$** |
|  |  |  |  |  | **$** |
|  |  |  |  |  | **$** |
|  |  |  |  |  | **$** |
|  |  |  |  |  | **$** |
| **Totals** |  |  |  |  | **$** |

**ATTACHMENT C: Annual Infrastructure Budget for Each One-Stop Center**

|  |
| --- |
| **One-Stop Center: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name/Location)** |
| ***Cost Category/Line Item*** | ***Line-Item Cost Detail*** | ***Cost*** |
| **Rent** |
| Rental of Facilities |  |  |
| ***Subtotal: Rental Costs*** |  |
| **Utilities and Maintenance** |
| Electric |  |  |
| Water |  |  |
| ***Subtotal: Utilities and Maintenance Costs*** |  |
| **Equipment** |
| Assessment-related products |  |  |
| Copiers |  |  |
| ***Subtotal: Equipment Costs*** |  |
| **Technology to Facilitate Access to One-Stop** |
| Cost of creation/maintenance of a center website  |  |  |
| ***Subtotal: Tech to Facilitate Access to One-Stop*** |  |
| **Supplies to Support the General Operation of the One-Stop Center** |
| Supplies, as defined in Uniform Guidance (2 CFR 200.1)*Supplies for General Operation, not specific to a Co-Located Partner*  |  |  |
| ***Subtotal: Supplies to Support General Operation of One-Stop Center*** |  |
| **Common Identifier Costs**  |
| Creating New Signage |  |  |
| ***Subtotal: Common Identifier*** |  |
| **Summary of Total Infrastructure Costs to Be Shared by Co-Located One-Stop Partners** |
| ***Cost Category*** |  |  |
| ***Subtotal: Rental Costs*** |  |  |
| ***Subtotal: Utilities and Maintenance Costs*** |  |  |
| ***Subtotal: Equipment Costs*** |  |  |
| ***Subtotal: Technology to Facilitate Access Costs*** |  |  |
| ***Subtotal: Supplies to Support the General Operation***  |  |  |
| ***Subtotal: Common Identifier Costs*** |  |  |
| **Total Infrastructure Costs for this Location** |  |

**ATTACHMENT D: Percentage of Co-Located One-Stop Partner’s FTE in Each**

**One-Stop Center**

|  |
| --- |
| **One-Stop Center Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Total Direct Salaries and Fringe Benefits for all One-Stop FTE Staff: $\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Partner Program** | **Total Direct Salaries/Fringe Benefits for Partner’s FTE Staff** | **Partner’s Total Direct Salaries/Fringe Benefits for FTE Staff as a Percentage of One-Stop Total FTE Staff** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **Totals** |  | **100%** |

**ATTACHMENT E: Proportionate Share of Infrastructure Costs Allocated to Each Co-Located One-Stop Partner (FTE Basis)**

|  |
| --- |
| **One-Stop Center Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Total Infrastructure Costs for this One-Stop Center: $\_\_\_\_\_\_\_\_\_** |
| **Partner Program** | **Partner’s FTE Staff Salaries as a % of All Co-Located Partner’s FTE Staff Salaries** | **Proportionate Share (% of Partner’s FTE Salaries X Total Infrastructure Cost = Partner Share)** | **$ Share to be Paid in Cash** | **$ Share to be Paid in Non-Cash** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| ***Total Infrastructure Costs to be Shared by One-Stop Partners in Cash/Non-Cash (Must Equal the Total Infrastructure Costs for this One-Stop Center)*** |  |  |
|  |  |

**ATTACHMENT F: Percentage of Co-Located One-Stop Partner’s Occupancy in Each Center**

|  |
| --- |
| **One-Stop Center Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Total Square Footage of One-Stop Center: \_\_\_\_\_\_\_\_\_\_\_\_****Total Square Footage of Dedicated/Assigned Space for All****Co-Located One-Stop Partners: \_\_\_\_\_\_\_\_\_\_\_\_\_ Square Feet** |
| **Partner Program** | **Assigned Office Space/ Square Footage** | **Partner’s Dedicated Space as a % of All Co-Located One-Stop Partners’ Space** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **Totals** |  | **100%** |

**ATTACHMENT G: Proportionate Share of Infrastructure Costs Allocated to Each Co-Located One-Stop Partner (Square Footage Basis)**

|  |
| --- |
| **One-Stop Center Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Total Infrastructure Costs for this One-Stop Center: $\_\_\_\_\_\_\_\_\_** |
| **Partner Program** | **Partner’s Dedicated Space as % of All Co-Located Partner’s Space** | **Proportionate Share (% of Partner’s Space X Total Infrastructure Cost = Partner Share)** | **$ Share to be Paid in Cash** | **$ Share to be Paid in Non-Cash** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| ***Total Infrastructure Costs to be Shared by One-Stop Partners in Cash/Non-Cash (Must Equal the Total Infrastructure Costs for this One-Stop Center)*** |  |  |
|  |  |

**ATTACHMENT H: Infrastructure Funding Proportionate Share Summary**

|  |
| --- |
| **Proportionate Share for One-Stop Center Partners Agreeing to Share Infrastructure Costs** |
| ***Partners Agreeing*** | ***Agreed Methodology*** | ***Initial Partner Share*** | ***Amount in Cash*** | ***Amount in Non-Cash*** |
| Partner 1 | (FTE/Square Footage) |  |  |  |
| Partner 2 |  |  |  |  |
| Partner 3 |  |  |  |  |
|  |  |  |  |  |
| **Total Budget for Infrastructure Costs:** | **$** | **$** | **$** |

**ATTACHMENT I: Quarterly Reconciliation Spreadsheet**

|  |  |
| --- | --- |
| **One-Stop Center: (Name/Address)** |  |
|  | **Start Date** | **End Date** |  |
| **Enter the Start and End Dates of This Reconciliation Period:** |  |  |
| **Reconciliation Period** | **Total for One-Stop Center** | **Partner 1** | **Partner 2** | **Partner 3** | **Total**  |
| **Budgeted Costs** |
| Budgeted Costs for this Reconciliation Period Only |  |  |  |  |  |
|  |  |  |  |  |  |
| **Actual Costs Incurred** |
| Actual Costs Incurred in this Reconciliation Period Only |  |  |  |  |  |
|  |  |  |  |  |  |
| **Budgeted FTEs/Sq Footage** |  |  |  |  |  |
| Partner % of Total FTEs/Sq Footage  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Amounts Owed or Credited** |
| Amount Owed or Credited for this Reconciliation Period |  |  |  |  |  |