

INFRASTRUCTURE FUNDING AGREEMENT

FOR

GREEN RIVER WORKFORCE DEVELOPMENT BOARD

- I. Pursuant to 20 CFR 678.755, 34 CFR 361.755, and 34 CFR 463.755, this Infrastructure Funding Agreement (IFA) is hereby entered into between the following Parties, consisting of the one-stop Partners, Chief Elected Officer(s), and Local Workforce Development Board (LWDB):

One-Stop Partners

- ❖ Adult/Dislocated Worker/Youth (Title I)
- ❖ Career Development Office (Title III, Unemployment Insurance, JVSG)
- ❖ Kentucky Office of Vocational Rehabilitation (Title IV)
- ❖ Kentucky Migrant and Seasonal Farm Worker Program (Title I)
- ❖ Housing Authority of Owensboro
- ❖ Owensboro Community and Technical College
- ❖ Henderson Community College
- ❖ Audubon Area Community Services
- ❖ Evansville Goodwill Industries
- ❖ Goodwill Industries of Kentucky
- ❖ Council of Three Rivers American Indian Center
- ❖ Kentucky Adult Education
- ❖ Earle C. Clements Job Corps Academy

CLEO

- ❖ Al Mattingly, Judge Executive - Daviess County

LWDB

- ❖ Mickey Dunbar, Chairman, Green River Workforce Development Board
- ❖ Green River Area Development District, Local Grant Sub-recipient

- II. This IFA is effective for the period of July 1, 2022, through June 30, 2024, consistent with the duration of the Local KCC Operations Memorandum of Understanding (MOU).
- III. All Parties to this IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in a Kentucky Career Center (KCC) or not. Each Partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

IV. The Parties have reached consensus on this IFA through the following steps:

- Local Partner representatives met with the local grant sub-recipient to review reconciliation of last year's budget.
- The Local Grant Sub-Recipient provided the list of potential shared items and the local Partner representatives agreed on the items selected.
- The Local Grant Sub-Recipient provided a budget based on consensus of the Partners.

V. All Parties agree that the cost allocation methodology used for Partner obligations is as listed below:

The physically co-located Partners agree to the extent feasible to align individual agency resources to support workforce development systems integration. Each Partner commits to sharing costs for the One-Stop Comprehensive Center where the agency participates. These agreements will be negotiated using square footage cost allocation methodology.

Non-co-located Partners agree to in-kind contribution based upon proportionate use and relative benefit received. These contributions may vary and will be consistent with the Partner programs, authorizing laws and regulations, and the Uniform Guidance.

VI. All Partners agree to use the following process for cost reconciliation and allocation base update:

The IFA will illustrate the appropriate allocation methodology. Adjustments will be made according to updates on partner/staffing levels, lease agreements/updates, new or discontinued programs, etc. UPDATE: per guidance from the Kentucky Education and Workforce Development Cabinet, the comprehensive IFA will be completed/stored/updated via the Commonwealth SharePoint site.

VII. For any modification to this IFA, all Parties agree to abide by the same amendment process as outlined in Article VIII of the MOU.

VIII. For the duration of this IFA, all Parties shall actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the process outlined in the Impasse-Dispute Resolution Attachment of the MOU shall be followed. If Partners in a Local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to this IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered.

IX. The one-stop infrastructure costs budget and overall operating budget for this IFA are included as Attachment A and are hereby incorporated by reference.

- X. One Authority and Signature Page to this IFA shall be completed, signed, and dated for each Party's signatory official. Each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier, or electronic mail, all of which together will constitute one and the same agreement.

INFRASTRUCTURE FUNDING AGREEMENT

AUTHORITY AND SIGNATURE PAGE

One completed, signed, and dated Authority and Signature page is required for each Party's signatory official.

By signing my name below, I certify that I have reviewed all elements and terms of this Infrastructure Funding Agreement (IFA) and agree that this IFA accurately reflects the agreement reached between parties. All of my questions have been discussed and answered satisfactorily.

My signature below certifies my understanding of, and agreement with, the elements and terms of this IFA contained within:

- ❖ The Local Kentucky Career Center Operations Memorandum of Understanding (MOU)
- ❖ The Infrastructure Costs Budget & Operating Budget
- ❖ The IFA

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- ❖ The MOU
- ❖ The Infrastructure Costs Budget & Operating Budget
- ❖ The IFA

Signature

Date

Printed Name and Title

Agency Name

Agency Contact Information

CDO	Postage - \$ 216.62						
OVR	Postage - \$1,090.00						
WIOA	Postage - \$ 503.42						

Delivery System Costs

Funding Source	Line Item	Q1	Q2	Q3
CDO	Receptionist- \$54,000.00			
OVR	Receptionist - \$0			
WIOA	Receptionist - \$0			
CDO	Administration - \$0			
OVR	Administration - \$0			
WIOA	Administration - \$0			
CDO	Business Services Personnel - \$0			
OVR	Business Services Personnel - \$0			
WIOA	Business Services Personnel - \$49,610.37			
CDO	Managers-One Stop Operator - \$0			
OVR	Managers-One Stop Operator - \$0			
WIOA	Managers-One Stop Operator - \$27,500.00			
CDO	Other WIOA Staff - \$0			
OVR	Other WIOA Staff - \$0			
WIOA	Other WIOA Staff - \$0			
CDO	Custom 1- CDO - \$0			
OVR	Custom 1- CDO - \$0			
WIOA	Custom 1- CDO - \$0			

CDO	Custom 2- Non-temp Contract - \$0			
OVR	Custom 2- Non-temp Contract - \$0			
WIOA	Custom 2- Non-temp Contract - \$0			
CDO	Custom 3 - \$0			
OVR	Custom 3 - \$0			
WIOA	Custom 3 - \$0			
CDO	Staff Professional Development/Training - \$1,000.00			
OVR	Staff Professional Development/Training - \$1,000.00			
WIOA	Staff Professional Development/Training - \$3,500.00			
CDO	Staff Travel - \$2,500.00			
OVR	Staff Travel - \$1,535.60			
WIOA	Staff Travel - \$6,738.55			
CDO	Outreach/Marketing - \$0			
OVR	Outreach/Marketing - \$0			
WIOA	Outreach/Marketing - \$3,028.58			
CDO	Resource Room Materials - \$3,260.08			
OVR	Resource Room Materials - \$ 500.00			
WIOA	Resource Room Materials - \$2,000.00			
CDO	Memberships - \$0			
OVR	Memberships - \$1,215.00			
WIOA	Memberships - \$2,200.00			

CDO	Consultant Fees - \$0			
OVR	Consultant Fees - \$0			
WIOA	Consultant Fees - \$0			
CDO	Garbage Collection - \$590.00			
OVR	Garbage Collection - \$0			
WIOA	Garbage Collection - \$0			

**Memorandum of Understanding
for
Workforce Innovation and Opportunity Act (WIOA)**

Kentucky Career Center (One-Stop) Operations
Green River Local Workforce Development Board

2022-2024

**Memorandum of Understanding for
Workforce Innovation and Opportunity Act (WIOA)
Local Workforce Development Area: Green River**

Kentucky Career Center (a.k.a. American Job Center/ One-Stop) Operations

Vision: Support the Workforce by providing them with the tools necessary to meet the needs of employers and drive economic development by aligning industry demands with lifelong learning.

Mission: Develop today's workforce and tomorrow's economy by engaging employers, jobseekers, and partners.

Purpose of this MOU: The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities of each partner as mutually agreed by the parties for the operation of the Kentucky Career Center (KCC) service delivery system in WIOA Local Workforce Area: Green River as required under the Workforce Innovation and Opportunity Act (WIOA). The following items in this section highlight several of the WIOA references/ requirements related to the MOU.

- A. WIOA Section 121(c) requires that each Local Workforce Development Board (LWDB), with the agreement of the Area's Chief Elected Official (CEO), develop and enter into a memorandum of understanding (between the local board and the one-stop partners), with all the entities that serve as partners in the KCC delivery system that operates in each LWDB's local area. Appropriate funding and delivery of services provided pursuant to this MOU will be reviewed not less than once every 3-year period starting from the effective date of this MOU.
- B. WIOA Section 121(b)(1)(A)(iii) mandates all entities that are required partners in a local area to enter into a memorandum of understanding with the LWDB in the respective area pursuant to WIOA Section 121(c).
- C. WIOA Section 121(b)(1) identifies the federal programs and requires that the services and activities under each of those programs must be made available through each local area's KCC delivery system. The entities that receive the federal funds for each of these programs and/or have the responsibility to administer the respective programs in the Area are required partners under WIOA Section 121(b)(1).
- D. WIOA Section 121(b)(2) prescribes how entities that provide programs other than those required under WIOA Section 121(b)(1)(B) may participate in a local area's KCC delivery system as "additional partners" and provide the services available under their programs through the KCC delivery system.
- E. Per WIOA Section 121(b)(2)(A) both required and additional partners are included as parties to the MOU. Therefore, all entities that participate in an Area's KCC delivery system as KCC partners (Partners), whether required or additional, must be parties to this MOU and must abide by the terms prescribed herein and by all applicable federal, state, and local rules, plans, guidance, and policies as applicable and authorized under the Partner's program and in keeping with federal guidelines.
- F. WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each partner's authorizing legislation continue to apply under the KCC system and that participation in the KCC delivery system is in addition to other requirements applicable to each partner's program under each authorizing law.
- G. The U.S. Department of Labor (DOL) is the federal agency responsible for the administration of the workforce development programs—including WIOA.

- H. The DOL recognizes the Kentucky Education and Labor Cabinet (ELC) as the agency responsible for the administration and oversight of workforce development and employment-related programs in the Commonwealth of Kentucky—including WIOA.

Parties to the Agreement include: (Attachment A)

Definitions

- A. **Administrative Entity:** Entity(ies) designated by the CEO to coordinate and administer WIOA activities and services within a local area on the LWDB's behalf and in accordance with all applicable federal, state, and local laws, regulations, rules, guidance, policies, plans, and the terms of this MOU.
- B. **Chief Elected Official:** Identified in WIOA Section 3 Definitions(9) as the chief elected officer of a unit of general local government in a local area or the individual(s) designated under a local agreement pursuant to WIOA Section 107(c)(1)(B).
- C. **Career Services:** The services which shall be available, at a minimum, to individuals who are adults or dislocated workers through the KCC delivery system in each local area. The career services that must be provided as part of the KCC delivery system are listed in WIOA Section 134(c)(2).
- D. **Cost Allocation:** Per 66 Fed. Reg. 29639, cost allocation is the measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of KCC operating costs.
- E. **Employer Services:** As mentioned in WIOA Section 116(b)(2)(i)(VI), local areas shall provide services to employers through the KCC delivery system to assist businesses and organizations with meeting their workforce talent needs (both current and future).
- F. **Fair Share:** The portion of KCC operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the KCC system.
- G. **Fiscal Agent:** An entity appointed by a local area's CEO in accordance with WIOA Section 107 (d)(12)(B)(i)(II) & (III)) to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development activities in the local area. WIOA Section 107(d)(12)(B)(i)(II) provides that designation of a fiscal agent does not relieve the CEO from his/her liability for any misuse of grant funds.
- H. **Governor's Kentucky Workforce Innovation Board (KWIB):** Established by the Kentucky Governor under Executive Order 2020-587, dated October 7, 2020, to assist the Governor in creating an integrated statewide strategic plan for workforce development which will link workforce policies, education and training programs, and funding streams with the economic needs of Kentucky and its regions and in complying with the provisions and requirements of WIOA Section 101.
- I. **In-Kind Contributions:** 66 Fed. Reg. 29639-29640 defines these types of contributions as donations from third parties that are not to be confused with contributions to the KCC by partner programs of such things as space, equipment, staff, or other goods and services for which the partner program incurs a cost. In-kind contributions may include funding from philanthropic organizations or other private entities or through other alternative financing options, to provide a stable and equitable funding stream for on-going KCC delivery system operations. WIOA 121(c)(2)(A)(ii)(I).
- J. **Local Area:** A local workforce investment area designated by the Governor, under WIOA section 106, subject to sections 106(c)(3)(A), 107(c)(4)(B)(i), and 189(i).

- K. **Local Workforce Development Board (LWDB):** The board created by the CEO pursuant to WIOA Section 107 with responsibility for the development of the local plan and for oversight of the workforce development activities in the local area.
- L. **Additional Partner:** Per WIOA 121 (b)(2), an entity that carries out a program not identified as required under WIOA, that is approved by the LWDB and the CEO, may be included as a KCC partner in a local area.
- M. **Memorandum of Understanding (MOU) Agreement Period:** The MOU must not be for a period to exceed three years. Additionally, WIOA 121(c)(2)(v) provides the duration of the MOU and the procedures for amending the MOU during the duration of the MOU, and assurances that such memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services. (See Article II for specific Agreement Period.)
- N. **Kentucky Career Center / One-Stop Delivery System:** The KCC delivery system is essentially a collaborative effort among public service agencies, non-profit organizations and private entities that administer workforce investment, educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers. The Kentucky Career Center is a proud member of the national American Job Center network.
- O. **Kentucky Career Center One-Stop Operator:** An entity or consortium of entities designated in accordance with WIOA Section 121(d) to operate a KCC site and to perform KCC service delivery activities in accordance with all applicable federal, state, and local laws, regulations, rules, guidance, policies, plans, and the terms of this MOU.
- P. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIOA Section 121(b)(1) and is required under that Section to participate in the KCC delivery system and to make the career services under its program or activity available through the KCC system.
- Q. **Resource Sharing:** Per 66 Fed. Reg. 29639, Resource Sharing is the cash and/or resources each partner will contribute to fund its fair share of costs for operation of the KCC system. This can include "in-kind" contributions from third parties to partner programs. The LWDB, CEO and KCC partners may fund the costs of infrastructure of KCCs through methods agreed on by the LWDB, CEO and KCC partners through an Infrastructure Funding Agreement (IFA), which will require participation from onsite KCC partners. See Attachment O for more details.
- R. **Training Services:** Services to adults and dislocated workers as described in WIOA Section 134(c)(3). Per WIOA 134(c)(3)(D), these may include occupational skills training, including training for nontraditional employment, on-the-job training, incumbent worker training, programs that combine workplace training with related instructions, which may include cooperative education programs, private-sector training programs, skill upgrading and retraining, apprenticeships, entrepreneurial training, transitional jobs, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- S. **WIOA:** The Workforce Innovation and Opportunity Act (WIOA) amends the Workforce Investment Act of 1998 to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes.
- T. **WIOA Local Plan:** Per WIOA Section 108, the local plan is a comprehensive 4-year plan developed by each LWDB, in partnership with the chief elected official and submitted to the Governor. The plan shall support the strategy described in the State plan. At the end of the first 2-year period of the 4-year local plan, each local board shall review the local plan, and the local board, in partnership with the chief elected official, shall prepare and submit modifications to the local plan to reflect changes in labor market and economic conditions or in other factors affecting the implementation of the local plan. Plans identify the respective local area's current and projected workforce investment needs, the KCC delivery system, performance standards, and strategies to address the workforce investment needs in consideration of performance standards per WIOA Section 116.

- U. **WIOA State Plan:** The term "State plan", used without further description, means a unified State plan under Section 102 or a combined State plan under Section 103.

Article I: Kentucky Career Center System Description

A. Overview & General Description

1. All LWDBs are required to establish and operate local KCC service delivery systems in accordance with WIOA Section 121, with the WIOA State Plan, and with the WIOA Local Plan for their respective local areas.
2. WIOA Section 134(c) lists the services and activities that must be provided through the KCC delivery system. WIOA Section 107(d) gives the LWDBs the responsibility for oversight of the KCC delivery system in each local area and requires the LWDBs to describe the activities and functions of the KCC service delivery system and to prescribe the guidelines for carrying out these responsibilities in the Local WIOA Plan.
3. **Local Area's KCC Locations – Attachment B**

B. Administrative Structure – Attachment C

Article II: Agreement Period

- A. This MOU will be in effect from **July 1, 2022**, through **June 30, 2024**. This MOU will be reviewed during this term to ensure appropriate funding and optimal customer services are maintained. If additional negotiations, discussions, and/or signatures are being pursued, partners will continue to operate under the umbrella of this agreement. The MOU and accompanying IFA may be updated as needed, in response to program, funding, and/or staffing changes as well as adjustments made in response to customer (job seeker/ employer) needs.

Article III: Partner Responsibilities

- A. WIOA Section 121(b)(1)(A) lists the minimum responsibilities of all required partners under WIOA. For consistency, all Partners will assume the responsibilities identified below, unless inconsistent with the federal law and regulations that authorize the Partner program or as otherwise specified in this Article:
1. Make career services provided under the Partner's program available to individuals through the Area's KCC delivery system in accordance with Article IV of this MOU.
 2. Participate in infrastructure cost-sharing activities as described in Article VI of this MOU and use a portion of funds made available to each partner's program – to the extent consistent with the federal law that authorizes each partner program – to:
 - a. Maintain the KCC delivery system; and
 - b. Provide career services per WIOA Section 134(c)(2).

3. Participate in the operation of the KCC system in accordance with the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B).

B. In addition to the minimum responsibilities required under WIOA as identified in Section A of this Article, Partner responsibilities include:

1. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, guidance, policies and plans applicable to parties in their respective roles under this MOU and as consistent with the rules that govern each partner's respective program. Each partner expressly agrees to notify LWDB, or One-Stop Operator acting on behalf of the LWDB, of any changes to the rules governing its respective program that impact the partner's performance under this MOU.
3. Each partner must ensure compliance by its staff members who work in the KCC with KCC policies and procedures. Should a conflict exist between the KCC's personnel policies and a partner's personnel policies, the partner's policies will prevail.
4. To the extent possible, use of common practices and procedures; forms and documents; software systems, applications, and/ or web-based interfaces (i.e. KEE Suite, Kentucky's Labor Exchange System, Salesforce/ KIBES, CMS, WIA.net, Google Drive/ Docs, local and state KCC websites, etc.) as designated by state, federal, or local administrative entities; and other forms of media as agreed to by all parties in the performance of KCC services and activities and functions that support the KCC service delivery system.

Article IV: Programs, Services, & Activities

- A. WIOA Section 121(b)(1)(B) identifies the programs, services and related activities that must be provided through the KCC delivery system in each local area. WIOA Section 121(c)(2) requires this MOU to include a description of the services that will be provided through the Area's KCC service delivery system and to identify the service delivery method(s) each partner will use to deliver the services. This MOU will also identify the career services, training, and employer services that each partner will provide to ensure that all parties' responsibilities are clearly identified herein.
- B. The Kentucky Career Center Services document, which is Attachment L to this MOU, and hereby incorporated, lists and describes the career, training, and employer services and the array of service delivery methods.
- C. **Required Partner Services: Attachment D.**
- D. **Additional Partner Services: Attachment E.**

Article V: Method of Referral

Pursuant to WIOA Section 121(c)(2)(A)(iii), the parties agree that the referral of individuals between the KCC Operator(s) and the partners for the services and activities described in Article IV will be performed using the following methods:

Method of Referral: Attachment G

Article VI: Resource Sharing/Infrastructure Funding

A. Kentucky Career Center Infrastructure Funding Agreement (IFA, formerly the Resource Sharing Agreement/RSA):

1. WIOA 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the KCC service delivery system are based on benefit received and must be described in this MOU.
2. The methodologies described herein must be allowable under each partner's respective program and under all applicable federal and state rules applicable to each partner's type of organization. Note: The Infrastructure Funding Agreement (IFA) / Resource Sharing Document helps ensure the proportionate resource-sharing for all partners onsite at a local Kentucky Career Center. The IFA must identify:
 - a. The shared KCC costs.
 - b. The methodologies that will be used to determine each party's proportionate "fair" share of costs.
 - c. The methodologies that will be used to allocate each party's fair share of costs across the cost categories.
 - d. The method(s) each party will use to fund its fair share of costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.

B. Kentucky Career Center Operating Costs:

1. The shared KCC operating costs, the projected cost amounts, and each party's method of funding its fair share of those costs are identified in the Kentucky Career Center Infrastructure Funding Agreement (IFA), which is included as **Attachment O** to this MOU and hereby incorporated. The methodologies that will be used to determine each party's fair share of KCC operating costs and to allocate each party's fair share are as follows:
 - a. Onsite space utilization;
 - b. Identification of Shared Costs and Shared Cost budget/expenses;
 - c. Proportionate Share and Cost Allocation; and
 - d. Resource Sharing (may include cash contributions, contributions of staff time, equipment, in-kind, and other resources).

C. Program Costs/Services:

1. Costs allowable under and allocable to more than one partner program may be considered shared costs

that are allocated among the eligible partner programs provided that such action is not prohibited by the partner programs' governing statutes. The manner(s) in which the parties agree to address costs chargeable to more than one partner program must be described in this MOU.

2. All IFA parties expressly agree to use the following methodologies to determine if a particular cost is chargeable to more than one partner program and to address costs found to be chargeable to more than one partner in accordance with the following:
 - a. Methodology to Determine Shared Service Costs: [Described in Attachment H]
 - b. Treatment of Costs Chargeable to More than One Partner Program: [Described in Attachment I]

D. Budget Tracking:

1. All parties expressly understand and agree that the initial costs listed in the KCC Infrastructure Funding Agreement (IFA) included as Attachment O will be subject to change as actual costs are incurred and paid throughout the effective period of this MOU. 29 CFR 97.20(b)(4) requires a comparison of actual costs to budgeted costs. Local workforce development areas will determine actual costs in accordance with local procedures and will submit the actual expenditures of all partners on at least an annual basis or more frequently as deemed necessary by the KY Workforce Investment Board (KWIB).
2. Updates to the IFA will not require an amendment to this MOU unless such updates reflect an increase in the total budget amount. An amendment for this purpose will be signed by authorized representatives of LWDB and all affected partners. LWDB will ensure that all partners receive a copy of the amendment and revised budget once the amendment is fully executed.

Article VII: Termination/Separation

A. MOU Termination: This MOU will remain in effect until the end date specified in Article II, Section A, unless:

1. All parties mutually agree to terminate this MOU;
2. Funding cuts by one or more federal programs are so substantial that KCC operations cannot continue as specified herein and a new MOU must be negotiated;
3. WIOA regulations or statute is repealed; or
4. Local area designations are changed.

B. Partner Separation: WIOA Section 121(c) mandates the execution of this MOU between the LWDB and partners. However, any single partner may terminate its participation as a party to this MOU for convenience upon thirty (30) days written notice to the LWDB. In such an event, the LWDB will provide written notice to all remaining partners and will amend this MOU per Article VIII. The termination of one or more partner's participation as a party will not result in a termination of this MOU unless the number or contribution of the terminating partner(s) is so substantial that it necessitates the negotiation of a new MOU.

C. Effect of Termination: Any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the local KCC system. In addition, the terminated partner may also be ineligible to serve on the LWDB as a partner representative.

- D. **Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required partner under WIOA Section 121(b)(1) must send written notice of the change in status to the LWDB as soon as possible. In such an event, a formal amendment to this MOU per Article VIII will be required. The entity may continue as an additional partner if mutually agreed by the LWDB, CEO, and the remaining partners.

Article VIII: Amendment

- A. This MOU may be amended upon mutual agreement of the parties as consistent with federal, state, or local laws, regulations, rules, plans, guidance, or policies or for one or more of the following reasons:
1. The addition or removal of a partner from this MOU;
 2. Removal or addition of program responsibilities for any partner that administers more than one federal program;
 3. An extension of the effective ending date per Article II;
 4. A change in the KCC Operator or Fiscal Agent or a change in the physical location of a KCC; and/or
 5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.
- B. All parties agree that amendments for the reasons listed in Paragraphs 1 and 2 of Section A need only be signed by authorized representatives of the LWDB, the CEO, and the affected partner(s). Amendments for the reasons listed in all other Paragraphs of this Article or for any changes that will affect the responsibilities of all parties, require the signatures of all parties. All amendments will involve the following process:
1. The party seeking an amendment will submit a written request to the LWDB that includes:
 - a. The requesting party's name.
 - b. The reason(s) for the amendment request.
 - c. Each Article and Section of this MOU that will require revision.
 - d. The desired date for the amendment to be effective.
 - e. The signature of the requesting party's authorized representative.
 2. If the request is approved, the LWDB will notify the remaining parties of the intent to amend and will provide each remaining party thirty (30) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated changes and to submit a response to LWDB. Failure by a party to respond within the prescribed timeframe will be deemed that party's approval of the proposed changes.
 3. In the event that a remaining party has questions and/or concerns regarding the proposed amendment, the party must list its questions and/or concerns in writing and submit the list to LWDB within the specified timeframe.

4. LWDB will review the listed questions/concerns and will issue a response within fifteen (15) days of receipt of the list. If LWDB deems it necessary, the listed questions/concerns will be sent to all other parties and/or a meeting with all parties will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.
 5. The final, approved amendment will be signed by authorized representatives of the affected partners, then submitted to LWDB for the final signature.
 6. LWDB will distribute copies of the fully executed amendment to all parties upon execution.
- C. This MOU, including its Attachments, constitutes the entire agreement among the parties with respect to each party's role and responsibility in the Area's KCC service delivery system. All parties agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.
- D. All parties agree to communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU and Attachments in the performance of responsibilities under this MOU.

Article IX: Confidentiality

- A. All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information and to adhere to the same standards of confidentiality as State employees—including, but not limited to:
1. 29 USC 2935(a)(4) - as amended by WIOA - Reports, Recordkeeping, Investigation.
 2. 29 U.S.C. 2871(f)(3) - as amended by WIOA – regarding complying with confidentiality.
 3. 20 CFR Part 603 – Safeguards and security requirements regarding disclosed information under Unemployment Compensation.
 4. 42 USC 503(d)– regarding state laws governing UI operations.
 5. 20 CFR 617.57(b) – regarding disclosure of information under the Trade Act.
 6. 29 U.S.C.A. 491-2(a)(2) - as amended under WIOA – regarding information to be confidential under the Wagner Peyser Act.
 7. The Privacy Act (5 USC 552a).
 8. The Family Educational and Privacy Rights Act (20 USC 1232g)
 9. 34 CFR 361.38 – regarding use and release of personal information of Vocational Rehabilitation Services participants.
 10. HIPAA: 45 CFR 164.500 – 164.534.

11. KRS 194A.060 and KRS 205.175 Information regarding a public assistance applicant or recipient must be kept confidential and may not be released, except as authorized by law.
 12. KRS 341.190(3) regarding use and disclosure of Unemployment Compensation records.
 13. KRS 151B.280(5) and attendant administrative regulation(s) regarding confidentiality of employment and service records which directly or indirectly identify a client or former client.
 14. KRS 61.870 - 61.884 regarding release of and access to confidential personal information.
 15. Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, KRS 61.932, KRS 61.933, and KRS 61.934.
 16. 2 CFR 200.303 regarding reasonable measures to safeguard protected personally identifiable information.
- B. Each party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information (e.g. address, social security numbers, date of birth, wages, employer information, barriers to employment, etc.) will be limited to purposes that support the programs and activities described in this MOU as part of the KCC service delivery system.
- C. Each party will ensure that access to software systems and files under its control that contain personally identifiable information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities provided as part of the KCC service delivery system and who must access the information to perform those responsibilities. Each party expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.
- D. Each party that receives Personal Information as defined by Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, KRS 61.932, KRS 61.933, and KRS 61.934, (the "Act"), shall secure and protect the Personal Information by complying with all requirements applicable to non-affiliated third parties set forth in the Act. The parties shall notify the Education and Labor Cabinet (ELC), as soon as possible but not to exceed seventy-two (72) hours, of any suspected breach of Personal Information provided by or stored on behalf of ELC. Notification shall be made to ELC's Security Incident Response Team at EDU.SecurityRequest@ky.gov. The parties shall also notify the Executive Director of the Office of Unemployment Insurance within the Kentucky Labor Cabinet, as soon as possible but not to exceed seventy-two (72) hours, of any suspected breach involving unemployment insurance information. The parties hereby agree to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act. The parties further agree to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933. If upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, it is determined the breach was caused by employees or agents of a specific party, that party agrees to bear the costs of the notification, investigation, and mitigation of the security breach. In accordance with KRS 61.932(2)(a), the parties shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed and that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology. (See <https://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>.)

Article X: Impasse—Dispute Resolution

- A. For purposes of this MOU and for KCC-related issues, each party expressly agrees to participate in good faith negotiations to reach a consensus. However, should a dispute arise among any parties to this MOU in negotiations to amend or renew this MOU or in matters pertinent to local KCC operations or activities not addressed in this MOU, all parties agree to utilize the process cited in Attachment J. The Executive Directors of applicable state

agencies will designate an individual to negotiate and resolve any impasses involving state-level partners.

Impasse-Dispute Resolution – Attachment J

- B. In the event that all reasonable attempts to resolve the impasse at the local level are unsuccessful, the LWDB will report the impasse to the Department of Workforce Investment as the MOU oversight agency, which will intervene with the parties to resolve the disputed issue(s).
- C. This MOU is legally binding. Therefore, if all reasonable attempts to resolve any impasse are unsuccessful, the document may be enforced in court.

Article XI: Indemnification Clause/ Limitation of Liability

All parties to this MOU recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. Provided, however, in the event the party is a state agency or subcontracts for services with a state agency subject to the jurisdiction of the Kentucky Claims Commission pursuant to KRS 49.040 through KRS 49.170, the state agency's tort liability shall be limited to an award from the Kentucky Claims Commission up to the jurisdictional amount. No partner assumes any responsibility for any other party, state or non-state, for the consequences of any act or omission of any third party.

Article XII: Governing Law

This MOU will be construed, interpreted and enforced according to the laws of Commonwealth of Kentucky.

All parties shall comply with all applicable State and Federal laws and regulations, and local laws to the extent that they are not in conflict with State and Federal requirements.

Article XIII: General Provisions

The laws and regulations listed in this Article XII are generally applicable to most publicly-funded programs administered by the Department of Workforce Investment. The laws and regulations listed herein do not encompass all of the laws and regulations that govern the parties in their respective roles under this MOU. All parties expressly agree to comply with the federal laws and regulations listed below unless the laws and regulations that govern their particular program state otherwise:

- A. **Jobs for Veterans Act.** As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 4215.
- B. **Americans with Disabilities Act.** Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to the Americans with Disabilities Act, 42 USC 12101 et seq., and Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794.
- C. **Pro-Children Act.** If any KCC activities call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (20 USC 7183) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).
- D. **Drug-Free Workplace.** Each party, its officers, employees, members, sub-recipient(s) and/or any independent

contractors (including all field staff) associated with this MOU agree to comply with Drug-Free Workplace Act, 41 USC 8101, and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of its officers, employees, members, and sub-recipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

- E. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed, knows and understands the Commonwealth of Kentucky's ethics and conflict of interest laws, which includes the Governor's Executive Order 2008- 454 and its amendment pertaining to ethics. Each party further agrees that it will not engage in any action(s) inconsistent with Kentucky ethics laws or the aforementioned Executive Order.

Article XIV: Choice of Law and Forum

All questions as to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this MOU and in which a state agency is a party shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky. All parties shall bear their own costs and attorney's fees related to any dispute arising out of this MOU.

Should any portion of this MOU be found unenforceable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the illegal or unenforceable provision(s).

Article XV: Counterpart

This agreement may be executed in one or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

***Signature Pages
Follow
Remainder of Page
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Kentucky Career Center Memorandum of Understanding

Attachments

Attachment A:	Parties to the Agreement
Attachment B:	Local Area's Kentucky Career Center Locations
Attachment C:	Administrative Structure
Attachment D:	Required Partner Services
Attachment E:	Additional Partner Services
Attachment F:	Partner On-Site Representation Schedule
Attachment G:	Method of Referral
Attachment H:	Methodology to Determine Shared Service Costs
Attachment I:	Treatment of Costs Chargeable to More than One Partner
Attachment J:	Impasse-Dispute Resolution
Attachment K:	Non-Discrimination and Equal Clause
Attachment L:	Kentucky Career Center Services
Attachment M:	Monitoring and Continuous Quality Improvement (CQI)
Attachment N:	Local Workforce Development Board Strategic Plan Elements
Attachment O:	Kentucky Career Center Infrastructure Funding Agreement (IFA)
Attachment P:	Signature Pages

Parties to the Agreement

LWDB	Green River
CEO Name(s)	Al Mattingly

Required Partners

Partner Name	Program	Program Authority
<ul style="list-style-type: none"> Equus Workforce Solutions 	WIOA Title I – Adult, Dislocated Worker and Youth Programs, One-Stop Operator	WIOA Title I – Adult, Dislocated Worker, and Youth Programs
<ul style="list-style-type: none"> Housing Authority of Owensboro 	HUD- approved / certified programs	Department of Housing and Urban Development (HUD) – Employment and Training Programs (WIOA 121 (b)(1)(B)(xi))
<ul style="list-style-type: none"> Owensboro Community and Technical College Henderson Community College 	Post-Secondary Vocational Education	Career & Technical Education Programs - Postsecondary Vocational Education – Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)
<ul style="list-style-type: none"> Audubon Area Community Services 	SNAP E&T, KY Works (TANF) eligibility services	Programs authorized under the Social Security Act title IV, part A (TANF)
<ul style="list-style-type: none"> Career Development Office (CDO) 	WIOA Title III- Wagner-Peyser, Trade- TAA/TRA, Veterans' Workforce Programs	WIOA Title III – Wagner-Peyser Act Programs (29 USC 49), Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA) (19 USC 2271),– Veteran's Workforce Programs – Chapter 41 of title 38, United States Code; WIOA 121(b)(1)(B)(viii)
<ul style="list-style-type: none"> Office of Vocational Rehabilitation 	WIOA Title IV- Rehabilitation	Rehabilitation Act, Title I, Parts A & B – Rehabilitation Services Commission (29 USC 720)
<ul style="list-style-type: none"> Audubon Area Community Services Evansville Goodwill Goodwill Industries of Kentucky 	Senior Community Service Employment Program	Older Americans Act Title V – Senior Community Service Employment Program (SCSEP) (42 USC 3056)
<ul style="list-style-type: none"> Audubon Area Community Services 	Community Services Block Grant	Community Services Block Grant Employment & Training Programs (42 USC 9901 <i>et seq.</i>), WIOA Title 1
<ul style="list-style-type: none"> Council of Three Rivers American Indian Center, Inc. 	Native American Employment and Training Program	WIOA Title I – Native American Programs (29 USC 2911, 29 USC 2919)
<ul style="list-style-type: none"> Kentucky Farmworkers Program, Inc. 	Migrant and Seasonal Farm Worker Programs	WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919)
<ul style="list-style-type: none"> Second Chance 	n/a- not stationed in Green River	Second Chance Act of 2007 programs, authorized under section 212 (42 U.S.C. 17532)
<ul style="list-style-type: none"> Skills U / KY Adult Education 	Adult Education	Adult Education and Literacy (WIOA 121(b)(1)(B)(iii) – Title II

• Youthbuild	n/a - not stationed in Green River	Youthbuild – WIOA Section 171,
• Earl C. Clements Job Corps Academy	Job Corps	WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901)

Local Area's Kentucky Career Center Locations

ATTACHMENT B

Location Code	KY Career Center Name or service area	Address	Center Category	KCC Manager or Lead Site Representative* (if applicable)
Daviess	Kentucky Career Center (Comprehensive)	3108 Fairview Drive Owensboro, KY 42303	Comprehensive	Matthew Bartlett
Hancock	Hancock County Career Center	1605 Hwy 60 Hawesville, KY 42348	Access Point	Glenda Acton
Henderson	Henderson County Public Library	101 South Main Street Henderson, KY 42420	Access Point	Aleka Hawes
McLean	McLean County Public Library	116 East Second Street Livermore, KY 42352	Access Point	Glenda Acton
Ohio	Ohio County Career Center	130 Washington Street, #105 Hartford, KY 42347	Access Point	Amy Leach
Union	Union County Adult Education	510 S. Mart Street Morganfield, KY 42437	Access Point	Aleka Hawes
Webster	Webster County Public Library	101 KY 132 Dixon, KY 42409	Access Point	Aleka Hawes
<p>Note: KCC locations and access points may be added/ adjusted in response to customer (job seeker/ employer) and community needs.</p>				

Local Administrative Entities

	Function/ Role(s)	Entity Name & Contact	Address	Email
1.	Chief Elected Official	Judge Executive Al Mattingly	212 St. Ann Street Owensboro, KY 42303	amattingly@daviessky.org
2.	LWDB Director and Board Support Staff	Michelle Drake Jill Gray Paula Payne	3108 Fairview Drive Owensboro, KY 42303	Michelle.drake@ky.gov Jillgray@gradd.com Paulapayne@gradd.com
3.	Fiscal Agent/Local Grant Subrecipient	GRADD	300 GRADD Way Owensboro, KY 42301	Michelle.drake@ky.gov
4.	KCC/ One-Stop Operator	Equus Workforce Solutions/Matthew Bartlett	3108 Fairview Drive Owensboro, KY 42303	Matthew.bartlett@equusworks.com
5.	KCC/ One-Stop Lead Direct Services Provider	Equus Workforce Solutions/Matthew Bartlett	3108 Fairview Drive Owensboro, KY 42303	Matthew.bartlett@equusworks.com
6.	Board Chair	Mickey Dunbar	1066 St Rt 138. Dixon, KY 42409	mickey.dunbar@plantersbankonline.com

State Administrative Entity

1.	State Workforce Agency	Department of Workforce Development/Education and Labor Cabinet Beth Brinly, Deputy Secretary	500 Mero Street, 4 th Floor Frankfort, KY 40621	beth.brinly@ky.gov
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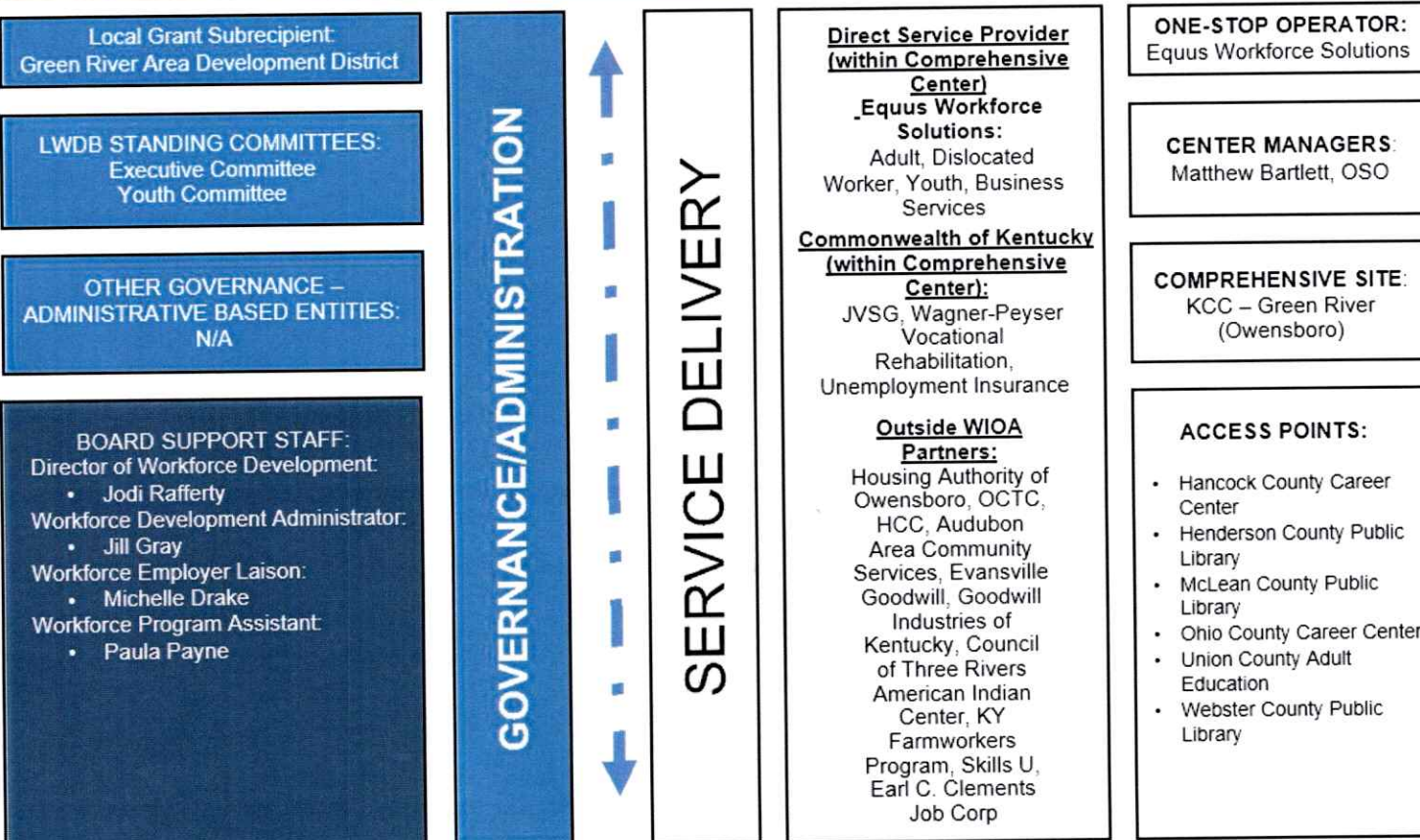
Kentucky Career Center (Green River) Functional Org Chart

ADMINISTRATIVE STRUCTURE / FUNCTIONAL ORG CHART

ATTACHMENT C

GOVERNING BOARD OF LOCAL ELECTED OFFICIALS:

Local Workforce Development Board: Green River Local Workforce Development Board



Required Partner Services

The following table identifies the services each required partner will provide and the method(s) of service delivery each partner identified by the corresponding numbers listed for each service in **Attachment L**. The service delivery methods are identified by the Services Document.

Partner Name	Program Name (from Attachment A)	KCC/ One-Stop Services (Enter Number from Attachment L)		
		Career	Training	Employment
<ul style="list-style-type: none"> Equus Workforce Solutions 	WIOA Title I – Adult, Dislocated Worker and Youth Programs, One-Stop Operator	1,2,3,4,5,6,7,8,10,11,12,13,14,15,16,17	1,2,3,4,5,6,7,8,9	1,2,3,4,5,6
<ul style="list-style-type: none"> Housing Authority of Owensboro 	HUD- approved / certified programs	2,4		
<ul style="list-style-type: none"> Owensboro Community and Technical College Henderson Community College 	Post-Secondary Vocational Education	1,2,3,4,5,6,7,8,10,11,12,13,14,15,16,17	1,3,5,6,7,8,9	1,2,3,4,5,6,7
<ul style="list-style-type: none"> Audubon Area Community Services 	SNAP E&T, KY Works (TANF) eligibility services	1,2,3,4,5,6,7,8,10,11,12,13,14,15,16,17	1,2,3,4,5,6,7,8,9	1,2,3,4,5,6
<ul style="list-style-type: none"> Career Development Office (CDO) 	WIOA Title III- Wagner-Peyser, Trade- TAA/TRA, Veterans' Workforce Programs	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17	1,2,4,5,6,7,8	1,2,3,4,5,6
<ul style="list-style-type: none"> Office of Vocational Rehabilitation 	WIOA Title IV- Rehabilitation	1,2,3,4,7,8,10,12,13,15,16,17	1,2,3,4,5,6,7	2,4,7,8
<ul style="list-style-type: none"> Audubon Area Community Services Evansville Goodwill Goodwill Industries of Kentucky 	Senior Community Service Employment Program	1,2,3,4,5,8,11,12,13,17	2	1,2,3,7
<ul style="list-style-type: none"> Audubon Area Community Services 	Community Services Block Grant	1,2,3,4,5,6,7,8,10,11,12,13,14,15,16,17	1,2,3,4,5,6,7,8,9	1,2,3,4,5,6
<ul style="list-style-type: none"> Council of Three Rivers American Indian Center, Inc. 	Native American Employment and Training Program	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17	1,2,3,4,5,6,7,8,9	1,2,3,4,5,6

<ul style="list-style-type: none"> • Kentucky Farmworkers Program, Inc. 	Migrant and Seasonal Farm Worker Programs	1,2,3,4,8,10,11,12,13,15,16,17	1,2	1,2,3
<ul style="list-style-type: none"> • Skills U / KY Adult Education 	Adult Education	1,2,3,4,7,8,12,13,17	7,8	1,2,3,4,5,6
<ul style="list-style-type: none"> • Earl C. Clements Job Corps Academy 	Job Corps	1,2,3,4,5,7,10,11,12,13,14,15,16,17	1,2,3,4,5,6,7	1,2,3,4,5,6

Partner On-Site Representation Schedule

ATTACHMENT F

Kentucky Career Center (Green River - Owensboro)					
Partner Onsite Representation Schedules					
<i>Location KCC – Green River (Owensboro Comprehensive)</i>					
Partner	# of Staff	Weekly staff hours (estimated)	# of FTE's	% of Total FTEs	
Equus Workforce Solutions (WIOA Adult, Youth, Dislocated Worker), (OSO)	6	240	6	18	
Career Development Office (Wagner-Peyser, JVSG, Trade, Unemployment)	11	412.50	11	33	
Office of Vocational Rehabilitation	12	450	12	36	
H2A Housing Migrant and Seasonal Farmworkers Program	1	37.5	1	3	
Adecco (Support Staff) - Wagner-Peyser funded	3	77.5	2	6	
GRADD	1	37.5	1	3	
Totals		34	1255	33	100

Note: The above information does not take into account Access Points, in which Equus staff visit on a bi-monthly basis one day per week. Their home base is the KCC Green River (Owensboro Comprehensive). This data is subject to change based on partner staffing, location, and funding.



Standard Operating Procedures (SOP)



Partner Electronic Referral Process	GEN	131
	Prepared By: Matthew Bartlett	
Initial Release Date: 1/1/2021	Approved By:	
Revised Date: 3/1/2022	Document Owner: Matthew Bartlett	

Purpose

The purpose of this SOP is to describe the process in which core and non-core partner agencies who wish to provide electronic referrals are made per TEGL 4-15.

Who Is Involved

Core and Non-Core Partner Agencies, Customers, One-Stop Operator

Procedure

STEP	ACTIVITY
1)	The referral process may take several forms depending on the customer's needs and the service to which the customer is to be referred. For times in which an electronic referral is the most efficient method of referral, the partner agency or customer shall visit kccgreenriver.com and click the "partner" tab.
2)	A separate page is dedicated to core and non-core partner agencies within the Kentucky Career Center system. Either partner agency staff or the customer shall enter the following information into the submission box: <ul style="list-style-type: none"> • First Name • Last Name • Address • Phone Number • Email • Other relevant information
3)	Partner agency staff or the customer must hit "submit" after entering all required information.
4)	The information contained in the submission box is routed via email to both the required contact within the partner agency and the One-Stop Operator.
5)	The partner agency will make every attempt to contact the customer within a forty-eight hour timeframe.
6)	The One-Stop Operator will tabulate each referral received through email and report to the LWDB when requested.

For submission purposes, the proportionate share for all KCC onsite partners is currently calculated using square footage/ space utilization. As the Infrastructure Funding Agreement (IFA) will illustrate, appropriate allocation methodology adjustments will be made according to updates on partner/staffing levels, lease agreements/updates, new or discontinued programs, etc. The comprehensive IFA will be completed/ stored/ updated via the Commonwealth SharePoint site.

For submission purposes, the proportionate share for all partners is currently calculated based on space utilization as outlined in Infrastructure Funding Agreement (IFA) referenced in Attachment R and completed/ submitted via the state's SharePoint site. As the IFA serves as a working/ living, appropriate allocation methodology adjustments will be made according to updates on partner/staffing levels, lease agreements/updates, new or discontinued programs, etc.

Impasse-Dispute Resolution

The parties to this MOU agree to communicate openly and directly, and that every effort will be made to resolve any problems or disputes in a cooperative manner. The following guidance is provided to support a unified, collaborative approach to dispute resolution:

1. Consensus Decision-Making

The KCC Operators, Leadership Team, and Partners agree to utilize a consensus-oriented, decision-making process whenever possible for all major decisions regarding center operations.

2. Center-level Dispute Resolution Procedures

For disputes that cannot be resolved through communication between the parties, the following procedure will be initiated:

- a. Disputes at the center will be resolved through partner-communication and, if needed, with support of the KCC Operator
- b. If a partner is not satisfied by the outcome, that partner can provide additional information and request re-examination of the issue to the KCC Operator; the Operator will provide a response to the partner within fourteen (14) business days.
- c. If the partner continues to be dissatisfied with the response/outcome, the issue will be referred to the local Workforce Investment Board Director and, if needed, the Chairperson to assist with dispute resolution

All parties to this MOU agree to comply fully with the Americans with Disabilities Act, as amended, regarding physical and programmatic accessibility of facilities, programs, services, technology, and materials for individuals with disabilities, including complying through staff training and support for addressing the needs of individuals with disabilities.

DOL's Civil Rights Center: Section 188 WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38) Final Rule: prohibits discrimination against individuals in any program or activity that receives financial assistance under Title I of WIOA as well as by the one-stop partners listed in WIOA Section 121(b) that offer programs or activities through the one-stop/American Job Center system.

All parties to this MOU agree to comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity;
- Title VI of the Civil Rights Acts of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

29 CFR part 38 and all other regulations implementing the laws listed above.

The following reflects the KCC and LWDB statement on EEO:

The Green River Local Workforce Development Board embraces the need for diversity, equity and inclusion to be a component of everything we do. These priorities are outlined in our diversity, equity and inclusion action plan, which includes:

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended,

the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by

Staff, customers, or partners who feel they have experienced discrimination, should report this information to the One-Stop Operator at 270-686-2551 (matthew.bartlett@equusworks.com) or the Director of Workforce Development at 270-852-1369 (jodirafferty@gradd.com)

Kentucky Career Center Services

Career Services: Career Services offered through the KCC include:

Career services include those services requiring minimal staff assistance and services requiring more staff involvement to individuals unable to find employment through basic career services and deemed to be in need of more career services to obtain employment; or who are employed but deemed to be in need of more career services to improve or retain employment that allows for self-sufficiency.

1. **Eligibility Determination:** This is the process of obtaining and documenting information about an individual's circumstances and comparing that information with the criteria set by an agency to determine if an individual qualifies for participation.
2. **Outreach, Intake, and Orientation:** Outreach activities involve the collection, presentation, and dissemination of information on program services available and directed toward jobless, economically disadvantaged, and other individuals. Intake is the process of collecting basic information, e.g., name, address, phone number, SSN, and all other required information to determine eligibility or ineligibility for services. Orientation, whether offered in a group setting, one-on-one, or electronically, is the process of providing information to customers in order to acquaint them with the services, programs, and resources available at the Kentucky Career Center (KCC), affiliate, or self-service location.
3. **Initial Assessment:** For individuals new to the workforce system, initial assessment involves the collection of basic information about skill levels, aptitudes, abilities, barriers, and supportive resources. The assessment recommends next steps and determines potential referrals to partners or community resources.
4. **Job Search, Placement Assistance, and Career Counseling:** Job Search help includes providing information, applying for, and obtaining a job. It may include but is not limited to: job finding skills, orientation, resume preparation assistance, development of a job search plan, job development, job placement services, job finding clubs, job search workshops, vocational exploration, and re-employment services such as orientation, skills determination, and pre-layoff services. Assistance is a service that helps people to identify and secure paid employment opportunities based on their qualifications, experiences, and interests. Career Counseling is a facilitated exploration of the labor market and industrial information that will lead to a first, new, or a better job for the individual.

5. **Employment Statistics-Labor Market Information:** Collect and report data about unemployment rates, wages and earnings, employment projections, jobs, training see Kentucky LMI, <https://kystats.ky.gov/> . The local WIB Data Specialist will also be in the local area.
6. **Eligible Provider Performance and Program Cost Information:** Collect and provide information on the performance and program cost information for:
 - A. Eligible training service providers (described in WIOA Section 122).
 - B. Eligible youth activity providers (described in WIOA Section 123).
 - C. Eligible adult education providers (described in WIOA Title II).
 - D. Eligible postsecondary vocational educational activities and vocational education for school dropouts under the Carl Perkins Act (20 USC 2301).
 - E. Eligible vocational rehabilitation program activities (described in Title I of the Rehabilitation Act of 1973).
7. **Local Performance Information:** Collect and provide information on the local area to measure outcomes.
8. **Supportive Services' Information:** Collect and provide information on services such as child care, dependent care, housing, and needs-related payments that are necessary for individuals to participate in employment and training activities.
9. **Unemployment Compensation/ Insurance Support Services:** General information on Unemployment Insurance (UI) claim; access to telephone, online, and/or email support and troubleshooting.
10. **Eligibility Assistance:** Provide guidance to individuals on eligibility for other programs and assistance for training and education programs that are available in the local area.
11. **Follow-Up Services:** Services provided to participants who are placed in unsubsidized employment less than 12 months after the first day of the employment. These services assist participants to remain in employment or qualify for promotions with that employment.

12. **Comprehensive and Specialized Assessments:** A closer look at the skills levels include:
 - A. Diagnostic Testing and use of other assessment tools; and
 - B. In-depth interviewing and evaluation to identify employment barriers and goals.
13. **Individual Employment Plan Development:** Working with individuals to identify appropriate achievement objectives, and the appropriate combination of services to achieve those goals.

14. Group Counseling

15. Individual Counseling and Career Planning

16. **Case Management:** For participants who receive training services under WIOA S.
17. **Short-Term Prevocational Services:** Can include development of learning skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct for unsubsidized employment or training.

Training Services

Services offered through a training provider to help individuals upgrade their skills, earn degrees and certification, and improve their employability through learning and education. Types of training services include:

1. **Occupational Skills Training:** An organized program of study that provides specific training to proficiency in performing actual tasks and technical functions required by certain occupations at intermediate or advanced levels.
2. **On-the-Job Training (OJT):** Training by an employer that is provided to a paid employee while performing productive work that is limited in duration, provides knowledge or skills essential to the performance of the job, and reimburses the employer for the costs associated with training, which are often calculated based on a percentage of the trainee's wages.

3. **Workplace and cooperative education:** Programs that combine workplace training which may include cooperative education programs.

4. **Training programs operated by the private sector**

5. **Skills upgrading and retraining:** Courses that prepare persons for entrance into instruction in new and different skills demanded by technological changes. The workers in specific skills needed by that business or industry and that lead to increased wages. This includes courses that develop professional competencies to a vocational/occupational goal. It must be demonstrated that the training will result of transferable skills or an industry-recognized certification or credential.

6. **Entrepreneurial training**

7. **Job-readiness training**

8. **Adult Education and KY Skills U programs:** Services or instruction below the individuals who are not enrolled or required to be enrolled in secondary school and educational skills to enable the individuals to function effectively in society and on are not limited to, one-on-one instruction, coursework, or workshops that provide and ability to read, write, and speak in English, compute, and solve problems, at level to function in society or on the job.

9. **Customized training:** Training that is designed to meet the special requirements employers and that is conducted with a commitment by the employer to employ after completion of the training and for which the employer pays for a portion of the cost.

Employer Services

Kentucky's workforce programs are designed to meet the needs of employers in relation to the economic needs of a adaptable labor market is the primary objective for workforce development in Kentucky. The local Kentucky Career Service Team (BST) coordinates, promotes, conducts outreach and/or provides access to workforce partners and employer customers. The following are examples of Employer Services provided:

1. **Employer needs assessment:** Evaluation of employer needs, particularly future needs.
2. **Job posting:** Receiving and filling of job openings; searching resumes; providing a diverse labor pool.
3. **Applicant pre-screening:** Assessing candidates according to the employer's hiring needs; referring candidates based on their knowledge, skills, and abilities to meet employer requirements.
4. **Recruitment and placement assistance:** Raising awareness of employers and attracting individuals to apply for employment at a hiring organization. Specific services include posting of employer announcements, provision of job applications, and mass recruitments.
5. **Training assistance:** Providing training resources to enable employers to update and introduce workers to new technology, or to help employees transition into new jobs. Services include the following: work-based training, classroom training, On-the-Job Training, cohort training, etc.
6. **Labor Market Index (LMI) information and analysis:** Access to information on labor market statistics, and other data related to the economy, wages, industries, etc.
7. **Employer information and referral:** Provision of information on topics of interest to employers, such as services available in the community, local training providers, federal laws and regulations, information, apprenticeship programs, human resource practices, alien labor certification programs such as WOTC or the federal bonding program, etc.
8. **Rapid Response and Layoff Aversion:** Provision of services to prevent downturns and assist during layoff events. Strategies may include incumbent worker training to new skills, employee ownership options, placement assistance, worker assessment, transition centers, labor-management committees, peer counseling, etc.

Service Delivery Codes:

Code	Method Description
FT	On-Site Staff Full Time
PT	On-Site Staff Part Time
C	Contracted Service On-Site Full Time
C/PT	Contracted Service On-Site Part Time
C/Off	Contracted Service Off-Site
T	Access Via Telephone
A	Access Via Automated System or web-based interface
B	Brochure/Handout/ Printed Collateral
P	Materials/ posting at KCC
O	Other
NA	Not Applicable

Agency/ Organization Monitoring

The LWDA acknowledges and appreciates the existing internal and external monitoring practices of each partnering organization/agency under this MOU. This MOU is not intended to alter, replace, or directly impact those existing practices, but rather, support the respective monitoring and Continuous Quality Improvement (CQI) efforts of each organization for the overall benefit of the local Kentucky Career Center system.

Local, State, and Federal Monitoring of WIOA Programs

For certain WIOA- Title I programs (e.g. Adult, Dislocated Worker, Youth, Employment Service, etc.), the LWDA staff, officials from the State and Local administrative entities, and/or the U.S. Departments of Labor, Education, and Health and Human Services may conduct fiscal and/or programmatic monitoring to ensure the following:

- Federal awards are used for authorized purposes in compliance with law, regulations, and State guidance or policies,
- Those laws, regulations, guidance, and policies are enforced properly,
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- All MOU terms and conditions are fulfilled.

All Parties to this MOU may be invited and/or requested to participate in programmatic and/or fiscal monitoring conducted by the above entities, when appropriate.

Continuous Quality Improvement (CQI)

The LWDA and KCC practice ongoing CQI efforts to ensure that the local workforce development system is effective, innovative, collaborative, efficient, customer-centered, and data-driven. This effort is led by the LWDA and supported by the KCC Continuous Quality Improvement Committee (KCC Management Committee), overseen by the One-Stop Operator, and made up of all KCC core partners. This Committee tracks KCC customer flow/ volume/ outcomes, recommends strategies to improve system-wide effectiveness, and pursues relevant opportunities for leveraging and maximizing workforce resources/ partnerships, while reducing duplication/ redundancy.

Strategic Plan Elements (Green River Local Workforce Development Board)

The Strategic Plan developed with input from LWDB and community leaders drive the work of the LWDB, its work partners, and the local Kentucky Career Center system.

LWDB Strategic Plan Elements

Outreach & Recruitment

Goal 1: Communicate KCC services and value to our communities resulting in further engagement of disengaged and under-represented populations.

- Strategy 1.1: Develop a proven outreach strategy that targets specific audiences to disseminate information on workforce activities
- Strategy 1.2: Implement innovative initiatives to reach and serve youth, underemployed, and hard to serve populations
- Strategy 1.3: Create awareness about the availability of career services
- Strategy 1.4: Enhance virtual career services
- Strategy 1.5: Expand career exploration and planning resources, employment opportunities and work experiences available for youth

The overall intent of this goal is to increase the local talent pool through development and implementation of targeted outreach to engage of under-represented populations. As noted in the LMI Analysis, the working age population (individuals ages of 20-64) will decrease by 3,877 by 2024. Therefore, increasing the talent pool through reaching disengaged and marginalized individuals and making services accessible will be essential in producing the workforce necessary for economic growth. Also, key for the region is exposing youth and young adults to the opportunities existing in the region by sharing career pathways that explain the available careers, education, training, and skill requirements, and pay ranges. Knowing what is available may help retain young people who are drawn to the quality of life and low cost of living in the region.

Partnerships

Goal 2: Foster engagement and coordination by workforce partners.

- Strategy 2.1: Increase communication and collaboration among workforce partners
- Strategy 2.2: Enhance relationships with community-based organizations in each region to move from transactional relationships to strategic partnerships
- Strategy 2.3: Convene and engage all workforce development system partners to coordinate activities in efforts to reinforce collaboration and strengthen relationships
- Strategy 2.4: Enhance the alignment and coordination across partner programs

With this goal, the Board will increase engagement and collaboration with workforce partners to better support businesses and jobseekers. Individuals in the input sessions and interviews identified that the region is resource rich with community organizations, education institutions, and government/public entities. Many of the organizations are working together, but there is an opportunity for more coordination and efforts to interconnect systems. The Board identified partnerships as a weakness, opportunity, and threat during the SWOT analysis reinforcing the importance of communication, alignment, and coordination with partners across the region. Additionally, the community partners could rally together to address regional issues such as childcare, housing, and internet access.

Talent Development

Goal 3: Utilize data and employer relationships to understand and address workforce demand in our region.

- Strategy 3.1: Collect, analyze, and utilize labor market information to understand labor market current needs and future projections
- Strategy 3.2: Share and validate LMI with employers to understand their current workforce needs
- Strategy 3.3: Coordinate activities with K-12 and post-secondary education and partners to ensure jobseekers are prepared for available jobs

Through this goal, the Board will focus on understanding the workforce demand of the region to prepare individuals for current and future opportunities. The LMI Analysis describes the current and projected workforce needs that have been growing and projected for future growth as well corresponding occupations. The Board should review the data and validate with local employers including identification of skill requirements. Once validated, information must be shared with education partners to ensure students have the skills needed for available and future careers. Technical skills are key for employers, but so are basic employability skills such as problem solving and critical thinking. The Board and partners participating in the input sessions and interviews reinforced the importance of employer engagement and skill development.

Kentucky Career Center <i>Infrastructure Funding Agreement (IFA)</i>	
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Infrastructure Funding Agreements (IFAs) are tools to determine, document, and (when possible) help recce cost-sharing through inter-agency collaboration and negotiation. IFAs are living/working documents to serve a and intentionally designed to allow for ongoing updates and modifications. Required partners in the IFA include **onsite** presence/operation/ staff member(s) at a local Kentucky Career Center. These agreements will be sub and/or negotiations to allow adaptability to change, modifications, and/or adjustments to partners, staffing, fun needs, and capacity.

NOTE: The complete IFA documentation is entered, stored, and updated via the Commonwealth of Kentucky' administered by the KY Career Development Office (CDO)(<https://edupublic.ky.gov/sites/WFITrade/default.as>

The following KCC partners have indicated that they will have an onsite operation/presence, including staff merr Career Center locations in the local area (and thus will be required participants in the IFA for each appropriate of this MOU:

- KY Career Development Office (WIOA Title III)
- KY Office of Vocational Rehabilitation (WIOA Title IV)
- Equus Workforce Solutions (WIOA Title I)
- GRADD (LWDB)

Note: additional partners may be added/ removed to/from the IFA due to programmatic, funding, staffing, c during this agreement.

One-Stop Budgets and Partner Contributions are listed on the subsequent pages and include esti. contributions and support the infrastructure costs associated with the local Kentucky Career Center system. listed onsite partners and may be subject to change based on staffing, funding, local, state, federal, and/or pro

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- ❖ The IFA

DocuSigned by:
Jason Hutchinson
739DF5B90FCD4BB...

11/4/2022

Signature

Date

Jason Hutchinson, Executive Director

Printed Name and Title

Kentucky Office of Career Development

Agency Name

RJason.Hutchinson@ky.gov

Agency Contact Information

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DocuSigned by:

Beth Brinly
BD20DB4674C34CF

Signature

11/4/2022

Date

Beth Brinly, Deputy Secretary

Printed Name and Title

Education and Labor Cabinet

Agency Name

Beth.Brinly@ky.gov

Agency Contact Information

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DocuSigned by:
Cora McNabb
E2E52103208745F

Signature

11/7/2022

Date

Cora McNabb, Executive Director

Printed Name and Title

Kentucky Office of Vocational Rehabilitation

Agency Name

Cora.McNabb@ky.gov

Agency Contact Information

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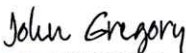
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DocuSigned by:

BC9C56558ECB47B...

11/7/2022

Signature

Date

John C. Gregory, Ph.D., Executive Director

Printed Name and Title

Kentucky Office of Adult Education

Agency Name

John.Gregory@ky.gov

Agency Contact Information

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Signature

10/19/2022

Date

AL MATHEWLY CLEO GRADY

Printed Name and Title

Agency Name

Agency Contact Information

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Signature

11/1/2022

Date

Joanna Shake, Executive Director

Printed Name and Title

Green River Area Development District

Agency Name

Agency Contact Information

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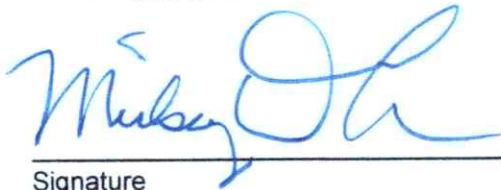
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Signature

10/12/2022

Date

Mickey Dunbar Chairperson

Printed Name and Title

Workforce Development Board

Agency Name

270 - 635 - 2198

Agency Contact Information

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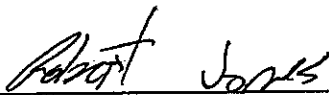
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Signature

10/17/22

Date



Printed Name and Title



Agency Name

Agency Contact Information

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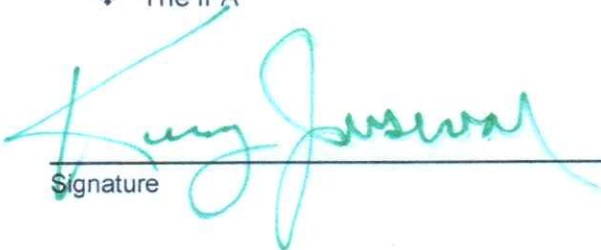
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Signature

11/16/2022

Date

Kerry Jevsevar--Director/Native American Employment and Training (WIOA) Program

Printed Name and Title

Council of Three Rivers American Indian Center

Agency Name

120 Charles Street, Pittsburgh, PA 15238-1027 412/782-4457 x219 Fax 412/767-4808 kjevsevar@cotraic.org

Agency Contact Information

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Signature

11/1/2022

Date

Amanda Curry, Vice President

Printed Name and Title

Earle C. Clements Job Corps Academy (operated by Management & Training Corporation)

Agency Name

270-389-5305

Agency Contact Information

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Signature

10/17/2022

Date

Mark Douglass, President

Printed Name and Title

Arbor E&T, LLC dba Equus Workforce Solutions

Agency Name

Sara Dodeci; Regional Director; sara.dodeci@equusworks.com; 614-301-5436

Agency Contact Information

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Brandy D. Smith
Signature

10/14/22
Date

Brandy D. Smith, Vice President, Mission Services
Printed Name and Title

Evansville Goodwill Industries, Inc.
Agency Name

812-474-2222
Agency Contact Information

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Signature

11/9/2022

Date

Jason Warren, President/CEO

Printed Name and Title

Henderson Community College

Agency Name

2660 South Green Street, Henderson, KY 42420 / 270.831.9626

Agency Contact Information

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Shauna Boom
Signature

10/12/2022
Date

Shauna Boom, Executive Director
Printed Name and Title

Housing Authority of Owensboro
Agency Name

shauna@owensborohousing.org 270-683-5365 x 208
Agency Contact Information

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Scott Williams
Signature

10/13/2022
Date

Scott Williams, President/CEO
Printed Name and Title

Owensboro Community and Technical College
Agency Name

4800 New Hartford Rd, Owensboro, KY 42303; Phone:(270) 686-4508
Agency Contact Information