

# **Memorandum of Understanding For The Cumberland Workforce Investment Area Kentucky Career Center Operations**

## **Purpose of Agreement**

The purpose of this Memorandum of Understanding (MOU) is to establish a cooperative and mutually beneficial relationship among the Partners and to set forth the relative responsibilities of the Partners insofar as they relate to planning and implementation of individual and mutual duties, obligations, and responsibilities under the Workforce Innovation and Opportunity Act. WIOA Section 121(b)(1)(A)(iii) & WIOA Section 121(c). The following items in this section highlight several of the WIOA references/ requirements related to the MOU.

## **Legal Authority/General Provisions**

It is understood by all Partners that each should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulations which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures.

- 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 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 Workforce Development Cabinet as the agency responsible for the administration and oversight of workforce development and employment-related programs in the Commonwealth of Kentucky—including WIOA. The Career Development Office (CDO) fulfills this role on behalf of the Cabinet.

## **Strategic Vision for the System**

The Partners agree to support the vision, mission, and strategic goals set forth by the WDB and Local Elected Officials for the Workforce Development System through Agency policies and through resources where appropriate. To accomplish the goals, the partners agree to work together to build a system that is aligned and is designed to focus on the employer and jobseeker customers’ needs.

**Overall Vision:** The Cumberland’s Area is a prosperous community with a robust talent pipeline directed toward the needs of business and industry.

**Mission of the WDB:** We partner to serve employers and employees to develop a skilled workforce for the prosperity of our communities.

### **Goals:**

**Strategic Goal 1:** Increase the number of certificates and career-focused credentials for local/regional in-demand careers in the working population by 20% by December 2020.

**Strategic Goal 2:** Develop all Business Services Teams to be the single point of contact for workforce services and provide support for businesses.

**Strategic Goal 3:** Increase the labor force participation rate of the Cumberland’s region by 2% annually through 2020.

**Strategic Goal 4:** Focus resources on the most effective initiatives and improve the return on our workforce investment, utilizing data to constantly improve workforce development in Kentucky.

Goals will be evaluated at the end of year 2020.

In addition, each party to this agreement agrees to adhere to the following six principles for the design of the region’s system:

- Be demand driven.
- Be customer oriented.
- Maintain a high-skill, high-wage focus.
- Take a “One System” approach to service delivery.
- Be outcomes based, performance driven, and accountable.
- Commit to continuous improvement.

## Strategic Action Plan – Attachment M

### Definitions

- A. **Administrative Entity (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. The Fiscal Agent will also 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, policies, plans, and the terms of this MOU.
- B. **Business/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).
- C. **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).
- D. **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).
- E. **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.
- 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. **Office of Kentucky Workforce Innovation Board (OKWIB):** Established 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.
- H. **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)(i).
- I. **Local Area:** A local workforce investment area designated by the Governor, under section 106, subject to sections 106(c)(3)(A), 107(c)(4)(B)(i), and 189(i)

- J. **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.
- K. **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.
- L. **Memorandum of Understanding (MOU) Agreement Period:** The MOU must not be for a period to exceed three years. Additionally, per WIOA 121(c)(2)(v), 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.
- M. **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.
- N. **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, policies, plans, and the terms of this MOU.
- O. **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.
- P. **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 Resource Sharing.
- Q. **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.
- R. **WIOA:** The Workforce Innovation and Opportunity (WIOA) Act 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.

- S. **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.
- T. **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.

## **American Job Centers – Kentucky Career Centers**

The Cumberland local Workforce Development Board has thirteen Kentucky Career Centers that are designed to provide a full range of assistance to job seekers and businesses under one roof. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act, the centers offer a comprehensive array of services designed to match talent with opportunities. Of these thirteen centers one is a comprehensive center, two are affiliate centers, and the other eleven are considered access points.

### **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 made available 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. **Area’s KCC system - Attachment B**

#### **B. Administrative Structure – Attachment C**

Administrative Structure is defined in Attachment C to this MOU

#### **C. Workflow – Attachment D**

A diagram that depicts the KCC customer workflow is included as Attachment D to this MOU.

## **One Stop Operator**

The Cumberland local Workforce Development Board contracted with Thomas P. Miller and Associates to RFP for the position of One-Stop Operator. Lake Cumberland Area Development District (LCADD) submitted a proposal and was selected as the provider. LCADD followed the Guidance from WIOA's implementing regulations, and Local procurement laws and regulations. The Job Description was created and the position was posted in house at LCADD and Publicly. The guidance provided in the Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200 was followed, including guidance from the office of Management and Budget's approved exceptions for the U.S. Department of Labor at 2 CFR part 2900. Candidates were reviewed, interviews were conducted and Karen Miller was selected as the One Stop Operator. The State requires that the One-Stop Operator is re-competed at least every three years, no later than every four years.

### **A. Job Description of One-Stop Operator (Attachment L)**

## **Partner Negotiation Process**

In January 2018 One Stop Operator Karen Miller began the process of gathering information needed for the MOU/IFA. All Partners were contacted via email and telephone to develop an updated list of staff information for the 13 county Lake Cumberland Area Development District.

On February 20, 2018 the "Kick off" meeting was held at the LCADD office following the WIB meeting. In attendance were; Darryl McGaha, Executive Director LCADD, Alesa Johnson, Workforce Solutions KCTCS, Alane Mills, WIOA Workforce Director, Lisa Link Manager CDO, Brent Sturgill Regional Director OVR, Roxanne Robinson, Regional Manager OVR, Alan Gullet, Regional Manager OFB, Connie Foster, Regional Supervisor Goodwill SCSEP, Fran Cox, Regional Supervisor Kentucky Farmworker Program and Karen Miller, One Stop Operator. A detailed review of relevant documents, facts, and information was provided, and all partners were given sufficient time to provide feedback, ask questions, or voice concerns. Each partner was asked to give a description of what services would be provided at each of the centers with a schedule detailing the number of days staff would be in each center. It was also discussed how each agency preferred to receive referrals.

The second partner negotiation meeting was held on April 17, 2018 at the LCADD office following the WIB meeting. In attendance were Darryl McGaha, Alesa Johnson, Alane Mills, Lisa Link, Brent Sturgill, Roxanne Robinson, Alan Gullet, Connie Foster and Karen Miller. A review was done of the MOU and IFA. Suggestions were offered, changes were made and questions were answered. At the end of the meeting all Partners were fully aware of and in full agreement with the expectations and overall process of the MOU/IFA.

Karen Miller, One Stop Operator completed the MOU/IFA with input from Commissioner Ray Leathers and guidance from WIOA Liaison Darlene Bussell. Continued discussion with the Partners in the form of informal meetings, emails, and phone calls continued while completing the MOU/IFA until all Partner signatures are obtained.

### **Parties to the Agreement (Attachment A)**

## Partner Roles and Responsibilities

In consideration of the mutual aims and desires of the Partners participating in this Agreement and in recognition of the public benefit to be derived from effective partnerships, the Partners agree that their respective responsibilities under this agreement shall be as follows:

### The Workforce Development Board shall:

- Oversee the four (4) year Strategic and Operation Plan and updated plan as mandated that connects all investments in workforce development.
  - Conduct strategic oversight to the workforce delivery system (Cumberland's Team Workforce).
  - Ensure that there is a Memorandum of Understanding with workforce development system partners for the implementation and operation of the service delivery system in the local area.
  - Certify The Cumberland's Career Center comprehensive center(s), affiliate, and satellite sites.
  - Promote quality in customer service throughout the regional System.
  - Oversee the performance of the Career Center System.
  - Ensure that there is an Infrastructure Funding Agreement with WIOA and non-WIOA required partners to support the workforce development system.
- A. WIOA Section 121 (b) 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 not inconsistent with the federal law that authorizes each partner program—to:
    - a. Create and maintain the KCC delivery system; and
    - b. Provide career services per WIOA Section 134(c)(2).
  3. Remain as a party to this MOU throughout the Agreement period identified in Article II in order to participate as a KCC partner per WIOA Section 121(c).
  4. 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).
  5. Required Partners must provide representation on the Area's LWDB per WIOA Section 121 (b)(1). Additional partners may participate on the Area's LWDB with the agreement of the Area's LWDB members and CEO. However, when a program is administered by more than one entity in the Area, it is not necessary that every entity provide representation on the LWDB. One entity may provide representation on the LWDB for the program.
- 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 of any changes to the rules governing its respective program that impact the partner's performance under this MOU. LWDB will communicate the changes to the KCC operators and any other affected partners.
3. Each partner must ensure compliance by its staff members or contracted employees 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. Use of common practices and procedures; forms and documents; existing software systems or applications; 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.
5. The One Stop Operator and Career Development Office staff members will coordinate together to ensure appropriate coverage is maintained where no CDO staff is present; as the need arises.
6. Members of the Business Service Team will address the needs of Business & Industry by utilizing the services offered by all Partners to best meet the Employer's needs.

## **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 J 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 E**
- D. **Additional Partner Services: Attachment G**

## **Data Sharing**

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as approximate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.



Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of the MOU, by itself, does not function to satisfy all of these requirements. All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with the local WDB's policies and procedures regarding the safeguarding of PII.
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S 794 (d)).

All One-Stop centers and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

## **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 U.S.C.A. 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 Protection, 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 regarding use and disclosure of Unemployment Compensation records.
  13. 787 KAR 2:020 and KRS 151B.280 regarding CDO-operated programs' confidentiality of employment and service records which directly or indirectly identify a client or former client.
  14. KY Education Cabinet Policy EDU-05 regarding disclosure of security breach of computerized personal information data.
  15. KRS 61.870 - 61.884 regarding release of and access to confidential personal information.
  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 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 will maintain a current list of staff members who are authorized to access personally identifiable information and will identify the types of data and data sources that the authorized staff members will access. Partners will submit a copy of the list to the individual responsible for maintaining confidential records on behalf of the local area.

## **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 H**

## **Accessibility**

Accessibility to the services provided by the American Job Centers and all Partner agencies is essential to meeting the requirements and goals the Cumberland Career Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or the basis of any other classification protected under state or federal law.

### *Physical Accessibility*

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

### *Virtual Accessibility*

The Cumberland Local WDB will work with the Kentucky Workforce Development Board to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

### *Communication Accessibility*

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing and those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

### *Programmatic Accessibility*

All Partners agree that they will not discriminate in their employment practices of services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that the policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all American Job Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter or an approved interpreter service will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the American Job Center Network.

## **Outreach**

The Cumberland LWDB and its Partners will develop and implement a strategic outreach plan that will include at a minimum:

- Specific steps to be taken by each Partner,
- An outreach plan to the region’s human resources professionals,
- An outreach and recruitment plan to the regions job seekers, including targeted efforts for populations most at-risk or most in need,
- An outreach and recruitment program for out-of-school youth,
- Sector strategies and career pathways,
- Connections to registered apprenticeship,
- A plan for messaging to internal audiences,
- An outreach tool kit for Partners,
- Regular use of social media,
- Clear objectives and expected outcomes, and
- Leveraging of any statewide outreach materials relevant to the region.

### **Impasse—Dispute Resolution**

The Impasse-Dispute Resolution shall consist of a three –tiered process. First, all parties involved in the dispute will attempt to resolve the dispute through a mutually agreed upon meeting between the management of each involved party.

Second, the Cumberland Local Workforce Development Board, as the responsible entity for the oversight of the Kentucky Career Centers in the Cumberland Local Workforce Development Area, will moderate if the issue was not resolved through open communication between the involved parties. Management of each party involved in the dispute agrees to meet with the Executive Committee of the Cumberland Local Workforce Development Board.

Third, if after a decision is made and provided to the involved parties by the Chair of the Cumberland Local Workforce Development Board, the parties involved are still in dispute, the Department of Workforce Investment will proceed over the third tier of the process, with the decision being final. All parties have termination rights, as identified in the Memorandum of Understanding.

### **Initial Customer Complaint Procedure**

- A. If a customer has a complaint pertaining to a specific agency, that complaint will be handled directly by the specific agency’s director or manager. The agency will follow their grievance policies and procedures.
- B. If a customer files a complaint pertaining to the center or system as a whole, the complaint will be handed to the One-Stop Operator, who will follow the system wide complaint grievance policy.

### **Monitoring**

The Cumberland LWDB 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 efforts of each organization for the overall benefit of the local Kentucky Career Center system.

#### Local Cumberland LWDB, State, and Federal Monitoring of WIOA Programs;

For certain WIOA- Title I programs (e.g. Adult, Dislocated Worker, Youth, Employment Service, etc.), the Cumberland LWDB staff, officials from the State and Local administrative entities, and/or the U.S. Departments of Labor, Education, Agriculture 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 policies,
- Those laws, regulations, and policies are enforced properly,
- Performance data is 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 should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

### **Non-Discrimination and Equal Opportunity**

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 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 or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

### **Indemnification/Liability Clause**

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. The parties acknowledge the Cumberland Local Workforce Development Board and the One-Stop Operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the parties have no responsibility and/or liability for any actions of the Cumberland Local Workforce Development Board or the One-Stop Operator.

### **Partial Invalidity/Severability Clause**

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. 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).

## **Debarment and Suspension**

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

## **Priority of Service**

The laws and regulations listed in this Article XII are generally applicable to most publically-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 2813.
- B. **Americans with Disabilities.** 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 of 1990 and Section 504 of the Rehabilitation Act of 1973.
- 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 (45 CFR 98.13) 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.

## **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.

## **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.

## **Amendment/Modification Process**

- A. This MOU may be amended upon mutual agreement of the parties if it is not inconsistent 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, Section B.
  4. A change in the KCC Operator or Fiscal Agent or a change in the physical location of a KCC.
  5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.
- C. 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 draft will be signed by authorized representatives of the affected partners, and then submitted to LWDB for the final signature.
  6. LWDB will distribute copies of the fully executed amendment to all parties and to CDO as the MOU oversight agency upon execution.
- C. This writing 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.
- E. Amendments that will require the signatures of all parties must be executed no later than ninety (90) days prior to the end of the MOU period and amendments that require only the signatures of the LWDB, the CEO, and the affected parties must be executed no later than 45 days from the end of the current State Fiscal Year.

### **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.



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 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:** Per WIOA Section 121, any additional partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the KCC system and will not be permitted to serve on the LWDB as a KCC 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.

## Agreement Period

This MOU will be in effect from July 1, 2019 through June 30, 2022. This MOU will be reviewed during this term to ensure appropriate funding and optimal customer services are maintained. If additional negotiations, discussions, and/or signature obtainments 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, staffing changes as well as adjustments made in response to customer (job seeker/ employer) needs.

## Resource Sharing/Infrastructure Funding

- A. **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 the Job Center Budget (from Access) 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. Identification of Shared Costs;
    - b. Shared Costs Budget;
    - c. Proportionate Share and Cost Allocation;
    - d. Resource Sharing (may include cash contributions, contributions of staff time, equipment and other resources; and

- e. Resource Sharing Agreements.

**B. Kentucky Career Center Resource Sharing/Infrastructure Requirements:**

1. WIOA 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the KCC service delivery system 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—including the Office of Management and Budget (OMB) Circulars applicable to each partner's type of organization. The MOU must identify:
  - a. The shared KCC costs.
  - b. The methodologies that will be used to determine each party's proportionate "fair" share of those 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.

**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 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: [Describe in Attachment I]
  - b. Treatment of Costs Chargeable to More than One Partner Program: [Describe in Attachment J]

**D. Budget Tracking:**

1. All parties expressly understand and agree that the initial costs listed in the KCC Infrastructure Funding Agreement (IFA) included as the Job Center Budget (from Access) will be subject to change as actual costs are incurred and paid throughout the effective period of this MOU. 29 CFR 97.20 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 to all partners on a quarterly basis.

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.
3. Any time the IFA is modified, the LWDB must provide all parties with notice of the modification and a copy of the modified IFA. The notice shall include a description of the modification, the effective date of the modification, and the reason(s) for the modification.

**MEMORANDUM OF UNDERSTANDING  
FOR  
The Cumberland Local Workforce Area  
KENTUCKY CAREER CENTER OPERATIONS**

**Signature Page**

*By signing below, all parties mutually agree to the terms prescribed herein.*

***[Chief Local Elected Official]***

***Randy Dial, Judge Executive, Casey Co.***

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

***[LWDB Chairperson]***

***Daryl Hammond, Board Chair***

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

***Lake Cumberland Area Development District***

***Darryl McGaha, Executive Director***

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

***Somerset Community College***

***Dr. Carey W. Castle, President***

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

***Department of Community Based Services***

***Richard Gaskin, Administrator's Assistant***

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

***Pine Knot Job Corps***

***Brandon Pfeilmeier, Center Director***

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

***Daniel Boone Community Action Agency***

***Mike Buckles, Executive Director***

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

***Kentucky Farm Worker Program***

***Vickie Hutcheson, Executive Director***

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Department for Workforce Investment/  
Cabinet for Education & Workforce Development**  
Josh Benton, Deputy Secretary

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Printed Name & Title

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Signature Date

**Office of Adult Education**  
Reecie Stagnolia, Executive Director

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Printed Name & Title

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Signature Date

**Office of Vocational Rehabilitation**  
Cora McNabb, Executive Director

---

Printed Name & Title

---

Signature Date

**Kentucky Office for Career & Technical Ed.**  
David Horseman, Associate Commissioner

---

Printed Name & Title

---

Signature Date

**Kentucky Economic Development Cabinet  
Office of Workforce, Community Development & Research**

Kristina Slattery, Executive Director

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Printed Name & Title

---

Signature Date

**Justice & Public Safety Cabinet**

John Tilley, Secretary

---

Printed Name & Title

---

Signature Date

**Goodwill Industries**

Dr. Marsha Berry, VP of Career Services/  
Goodwill Industries

Dr. Marsha Berry, VP of Career Services  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**SEK-Society for Human Resource Mgt.**

Charlotte Keeney, President

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Lake Cumberland Housing Agency**

Lisa Mann, Executive Director

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Southeast Kentucky Economic Development**

Brett Traver, Executive Director

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Goodwill SCSEP**

Dr. Marshall Berry, VP of Career Services/  
Goodwill Industries

Dr. Marsha Berry, VP of Career Services  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**KY Community & Technical College Systems**

Dr. Jay Box, President

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Lake Cumberland Community Action Agency**

Alicia K. Polston, Executive Director

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

**Campbellsville University**

Angie Travis, Executive Director of Somerset  
NOE Education Center

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature Date

## **Kentucky Career Center Memorandum of Understanding**

### **Attachments**

Attachment A:	Parties to the Agreement
Attachment B:	Kentucky Career Centers (listing)
Attachment C:	Administrative Structure
Attachment D:	Workflow One Stop Flow Chart
Attachment E:	Required Partner Services
Attachment F:	Service Delivery Method Code
Attachment G:	Additional Partner Services
Attachment H:	Method of Referral
Attachment I:	Methodology to Determine Shared Service Costs
Attachment J:	Treatment of Costs Chargeable to more than One Partner Program
Attachment K:	Kentucky Career Center Services
Attachment L:	One-stop Operator Job Description
Attachment M:	Strategic Action Plan

LWDB	Cumberlands
CLEO	Casey County Judge Executive-as elected by the LWDA County Judge Executives

**Required & Additional Partners**

Partner Name	Program	Program Authority
Office of Adult Education	Assessment, Work Pre-Screening, GED Preparation & Testing	Office of Adult Education (WIOA 121(b)(1)(B)(iii)) – Title II
Daniel Boone Community Action Agency	Childcare, Community Services Block Grant, Bridge Program, Housing, Energy Assistance, Transportation	Community Services Block Grant Employment & Training Programs (42 USC 9901 <i>et seq.</i> )
Lake Cumberland Community Action Agency	Headstart, Adult Day Services, Community Collaboration for Children, Weatherization, Community Services Block Grant, Energy Assistance, KU/HEA, Emergency Food & Shelter, Wintercare.	Community Services Block Grant Employment & Training Programs (42 USC 9901 <i>et seq.</i> )
Lake Cumberland Housing Agency	Affordable Housing, Employment and Education opportunities	Department of Housing and Urban Development (HUD) – Employment and Training Programs (WIOA 121 (b)(1)(B)(xi))
KCTCS and Office of Career and Technical Education	Technical and Occupational Training	Career & Technical Education Programs - Postsecondary Vocational Education – Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)
Office of Vocational Rehabilitation	Independent Living Services, Assistive Technology, Mobility, Bi-optic Driving, Transition, Supported Employment, Job Placement, Ticket to Work	Rehabilitation Act, Title II, Parts A & B – Rehabilitation Services Commission (29 USC 720)
Department of Community Based Services.	TANF, KY Health/Medicaid, SNAP, Foster Care, Protection and Permanency	Social Security Act – Part A, Title IV (TANF) (42 U.S.C. 601 <i>et seq.</i> ), subject to subparagraph (C)
Goodwill SCSEP	Employment Assistance, Training, Assessments, Placement Services, Work Experience	Older Americans Act Title V – Senior Community Service Employment Program (SCSEP) (42 USC 3056)
Career Development Office	Employer Services, Rapid Response, Reemployment Services, Benefits, Retraining	Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA) (19 USC 2271)
Career Development Office	KEN and REA classes, Job Seeker Services, Employer Services	WIOA Title III – Wagner-Peyser Act Programs (29 USC 49)

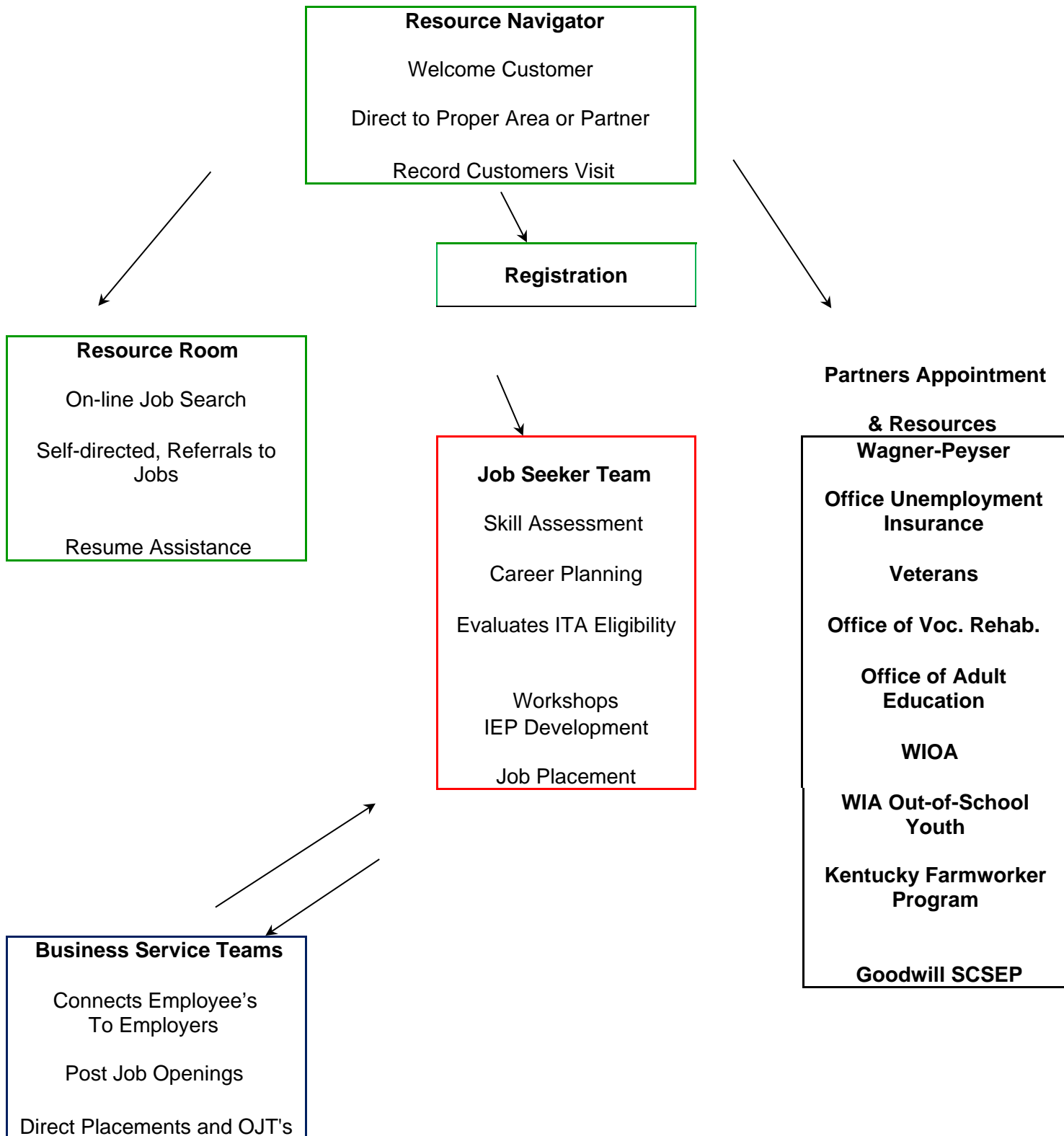


Lake Cumberland Area Development Dist.	Adult, Dislocated Workers, Youth, Trade Training, KCCGO	WIOA Title I – Adult, Dislocated Worker, and Youth Programs
Career Development Office	Gold Card Initiative, Hiring Kentucky Heroes, Help for Wounded Veterans, WOTC	– Veteran’s Workforce Programs – Chapter 41 of title 38, United States Code; WIOA 121(b)(1)(B)(viii)
Pine Knot Job Corps	Academic training, Technical Training, Housing, Leadership	WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901)
Kentucky Farm Worker Program	Employment Assistance, Training, OJT’s, Assessments, Support Services, Placement Services	WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919)
KY Economic Development Cabinet	Economic Development	Work Ready Community & Bluegrass State Skills Corporation
Department of Justice & Public Safety	Reentry programs	Second Chance Act Of 2007 programs, authorized under section 212(42 U.S.C. 17532)
Native American Indian Program	Council of Three Rivers	WIOA Title I – Native American Programs (29 USC 2911, 29 USC 2919)
Department of Workforce Investment	WIOA, CDO & OVR	Oversight
Goodwill Industries of Kentucky	Work Ready Certificate/Soft Skills Training, Resume building, Interviewing Skills, Application Assistance, Job Development, Assistance with Identifying a Career Path, Resource Linkage, ETC.	Amy Luttrell, President/CEO 1325 South 4 <sup>th</sup> Street Louisville, KY. 40208
KY Chamber of Commerce	Talent Pipeline Management	Coordinate with Sector Partnerships
South Kentucky Economic Development	Economic Development & Business Loans	Location of Businesses & loans to provide working capital.
Office of Unemployment Insurance	Unemployment Benefits	Department of Workforce Investment
Campbellsville University	Occupational Training	Training Provider
SEK-SHRM	HR Director’s	Report in-demand Careers
KCEWS	Labor Market Information	Provide Data
Youthbuild	Job training & placement, education and counselling.	National Youthbuild Coalition

Location Code	KY Career Center Name	Address	KCC Manager (if applicable)
1	KCC – Somerset (Comprehensive Center) Open Monday through Friday 8:00 am to 4:30 pm	410 East Mt. Vernon Street Somerset, KY. 42501 Phone: 606-677-4124	Lisa Link-CDO
2	KCC-Campbellsville (Affiliate) Open Monday through Friday 8:00 am to 4:30 pm	1311-C East Broadway, Campbellsville, KY. 42718 Phone: 270-465-0739	Jenny Hughes-WIOA
3	KCC-Monticello (Affiliate) Open Monday through Friday 8:00 am to 4:30 pm	1500 North Main St. Monticello, KY. 42633 Phone: 606-348-0075	Joe Stephens-CDO
4	KCC- Adair (Access Point) Open Monday through Friday 8:00 am to 4:30 pm	969 Campbellsville Road Columbia, KY. 42728 Phone: 270-384-1741	Kelly Phillips-WIOA
5	KCC-Casey (Access Point) Open Monday through Friday 8:00 am to 4:30 pm	1 Pettyjohn Street Liberty, KY. 42539 Phone: 606-787-1405	Leslie Sandusky-WIOA
6	KCC- Clinton (Access Point) Open Monday through Friday 8:00 am to 4:30 pm	2353 North HWY 127 Albany, KY. 42602 Phone: 606-387-8082	Kim Gibson-WIOA
7	KCC-Corbin (Access Point) Open Monday through Friday 8:00 am to 4:30 pm	103 North Side Plaza Corbin, KY. 40701 Phone: 606-528-3460	Sandy Birkholz-WIOA
8	KCC-Cumberland(Access Point) Open Monday through Friday 8:00 am to 4:30 pm	213 Upper Street Burkesville, KY. 42717 Phone: 270-864-9316	Kim Gibson-WIOA
9	KCC- Green (Access Point) Open Monday through Friday 8:00 am to 4:30 pm	416 Scottsville Street Greensburg, KY. Phone: 270-932-6602	Jenny Hughes-WIOA
10	KCC- Laurel ( Access Point) Open Monday through Friday 8:00 am to 4:30 pm	100 University Drive London, KY. 40741 Phone: 606-330-2115	Sandy Birkholz-WIOA
11	KCC-McCreary (Access Point) Open Monday through Friday 8:00 am to 4:30 pm	2 South Main Street Whitley City, KY. 42653 Phone: 606-376-8211	Charlotte Smith-WIOA
12	KCC-Rockcastle (Access Point) Open Monday through Friday 8:00 to 4:30 pm	150 Main Street Mt. Vernon, KY. 40456 Phone: 606-256-2001	Sandy Birkholz-WIOA
13	KCC- Russell (Access Point) Open Monday through Friday 8:00 am to 4:30 pm	2384 Lakeway Drive Russell Springs, KY. 42642 Phone: 270-866-8435	Lisa Gosser-WIOA
14	KCC-Whitley (Access Point) Open Monday through Friday 8:00 am to 4:30 pm	1000 South HWY 25 West Willamsburg, KY. 40769 Phone: 606-549-5009	Sandy Birkholz-WIOA

		Entity Name & Contact	Address	Email
1.	State Workforce Agency	KY Education & Workforce Development Cabinet, Department for Workforce Investment	275 East Main Street, 2 W-A Frankfort, KY 40621	<a href="mailto:Josh.Benton@ky.gov">Josh.Benton@ky.gov</a>
2.	Fiscal Agent	Lake Cumberland ADD	2384 Lakeway Drive, P. O. Box 1570 Russell Springs, KY 42642	<a href="mailto:darryl@lcadd.org">darryl@lcadd.org</a>
3.	Chief Local Elected Official	Randy Dial	625 Campbellsville Street P.O. Box 306 Liberty, KY. 42539	<a href="mailto:Randy.dial@windstream.net">Randy.dial@windstream.net</a>
4.	One Stop Operator	Lake Cumberland ADD	2384 Lakeway Drive, P. O. Box 1570 Russell Springs, KY 42642	<a href="mailto:darryl@lcadd.org">darryl@lcadd.org</a>
5.	Direct Service Provider	Lake Cumberland ADD	2384 Lakeway Drive, P. O. Box 1570 Russell Springs, KY 42642	<a href="mailto:darryl@lcadd.org">darryl@lcadd.org</a>

### One Stop Flow Chart



The table below identifies the services each required partner will provide and the method(s) of service delivery each partner will use. The services are identified by the corresponding numbers listed for each service in the KCC Services Document. The service delivery methods are identified by the codes listed in the KCC Services Document.

Partner Name	Program Name (from Attachment A)				Service Delivery Method	Location Code (Attachment B)
		Career	Training	Employer		
Office of Adult Education	KY Skills U				T,B,P,O	1
Community Action Agency	CSBG Employment & Training				T,B,P,O	1
Lake Cumberland Housing Authority	HUD Employment & Training				T,P	1
Lake Cumberland ATC	Career and Technical Education				T,B,P,O	1
OVR	Rehabilitation Act	FT	FT	FT	FT	1
OFB	Rehabilitation Act	FT	FT	FT	FT	1
Department of Community Based Services	TANF, SNAP, KY Health				T,P,O	1
Goodwill SCSEP	Older Americans Act				T,B,P,O	1
CDO	Trade Act – TAA	FT	FT	FT	FT	1
CDO	Unemployment Insurance				T,B	1
CDO	Wagner Peyser	FT	FT	FT	FT	1
LCADD WIOA	WIA, Adult, DW, Youth	FT	FT	FT	FT	1
CDO	Veterans	FT	FT	FT	FT	1
Pine Knot Job Corps	Job Corps				T,B,P	1
Kentucky Farm Worker Program	Migrant & Seasonal Farm Worker				T,B	1
Department of Justice & Public Safety	Second Chance of 2007				T	1
WIOA	Native American Programs				T, B	1
KCTCS	Carl Perkins Career & Technical Education.				T,B,P	1
Northern Kentucky Community Action Commission	Youth Build				T	1

<b>Code</b>	<b>Method Descriptions</b>	<b>T</b>	<b>Access Via Telephone</b>
<b>FT</b>	<b>On-Site Staff Full Time</b>	<b>A</b>	<b>Access Via Automated System</b>
<b>PT</b>	<b>On-Site Staff Part Time</b>	<b>B</b>	<b>Brochure/ Handout</b>
<b>C</b>	<b>Contracted Services On-Site Full time</b>	<b>P</b>	<b>Posting at One-Stop Center</b>
<b>C/PT</b>	<b>Contracted Services On-Site Part Time</b>	<b>O</b>	<b>Other</b>
<b>C/Off</b>	<b>Contracted Services Off-Site</b>	<b>NA</b>	<b>Not Applicable</b>

WIOA Section 121(b)(2)(B) describes the types of programs that may be included as “additional” programs in the KCC delivery system. The table above identifies the services each additional partner will provide and the method(s) of service delivery each partner will use. The services are identified by the corresponding numbers listed for each service in the KCC Services document. The service delivery methods are identified by the codes listed in the KCC Services Document.

Per WIOA Section 121 (c) access to each partner’s services and activities other than those identified in Section B will be provided as follows:

Partner Name	Program Name (from Attachment A)				Service Delivery Method (Attachment K)	Location Code (Attachment B)
		Career	Training	Employer		
Goodwill Industries of Kentucky	Goodwill Industries				T, B, P	1
KY Cabinet for Economic Development	KY Cabinet for Economic Development				T,B	1

**Goodwill/SCSEP**

The design of the Career Center would allow SCSEP participants to assist with answering incoming calls for various KCC partners as well as in person reception of customers entering the facility. Due to the number of partners located in our facility, Career Center customers can include general job seekers as well as customers who have been referred for other partner programs. This includes customers who will be referred to participate in programs such as SNAP E & T and Kentucky HEALTH. Customers entering the Career Center generally require assistance with registration or access to the job search system Focus Career as well as assistance accessing Unemployment Insurance benefits. They may also be assisted with accessing the self-service portal Citizen Connect.

## Employer/Business Services

Kentucky's workforce programs are designed to meet the needs of employers in relation to the economic needs of their region. A qualified, adaptable labor market is the primary objective for workforce development in Kentucky. This improvement of the Commonwealth's economy is accomplished through the alignment of business's personnel needs and skills training. The Kentucky Career Center Business Service Teams (BST) coordinates, promotes, conducts outreach and/or provides access to workforce partners and resources designed for employer customers. The BST provides job placement services, customized training, skill development opportunities, and training incentives to job seekers and business customers in the Commonwealth. Business services are aligned with the priorities of the Commonwealth of Kentucky and the Workforce Innovation and Opportunity Act (WIOA). The workforce delivery system strives to align employment, education, and training programs to strengthen Kentucky's labor market.

In order to accomplish this objective, WIOA mandates six program components which need to be consistently offered by American Job Centers (AJCs) in Kentucky, the Kentucky Career Center (KCC), Youth Workforce Investment Activities, Adult and Dislocated Worker Employment and Training Activities, Adult Education and Literacy, Employment Services, and Vocational Rehabilitation. As defined in WIOA Section 3(13), the core program provision is derived from the following legislation:

- WIOA Title I Subtitle B Chapters 2 and 3 (relating to Youth, Adult, and Dislocated Worker employment and training activities);
- WIOA Title II (relating to Adult Education and Literacy activities);
- WIOA Title III Wagner-Peyser Act Sections 1 through 13 (relating to employment services); and
- WIOA Title IV Rehabilitation Act of 1973 Title I (relating to Vocational Rehabilitation services)

WIOA, specifically Title III – Wagner-Peyser, gives employers the same level of service and customer-oriented focus that is provided to individual program participants. The programs provided to employers are meant to strengthen their labor force and businesses are given incentives such as subsidized wages for individuals enrolled and undergoing training. Providing quality services to the business community is a mutual beneficial arrangement: companies receive skilled employees while Kentucky develops a higher-skilled, more productive workforce.

According to WIOA Section 108(b)(4)(B) business services are intended to promote, market, connect, and provide access to :

- Recruitment and Job Placement Services
  - Post Job Openings
  - Customized Hiring-Target Recruitment
  - Veteran's Services
  - Migrant Seasonal Farm Worker Program (MSFW)
- Assessments
  - Assessments and/or Computer Testing Resources
  - TABE (Test of Adult Basic Education)
  - Worldwide Interactive Network Career Readiness System (WIN)
  - NCRC (National Career Readiness Certificate) ®
- Customized Hiring – Incentives
  - Work Opportunity Tax Credit
  - Kentucky Unemployment Tax Credit (UTC) program



- Federal Bonding
- Rapid Response – Layoff Aversion
  - Worker Adjustment Retraining Notice (WARN)
  - Rapid Response
- Recruiting employers to Kentucky Career Centers, and
- Connecting job seekers and employers by facilitating relationships.

In addition to WIOA related resources and requirements, within Kentucky there are additional resources that provide direct services and resources to employers. These are incorporated within the Business Service strategy and include but are not limited to:

- Skills Development Initiatives
  - Registered and Industry Recognized Apprenticeship Programs
  - Internships and Work Experience
- Training incentive programs
  - On-the-Job Training (OJT)
  - Incumbent Worker Training
  - Transitional Jobs
- Customized training
  - Talent Pipeline Management systems
- Labor market information
  - KYSTATS
  - Focus Suite, and
- Sector strategy and career pathway development.

Collectively, these programs are designed to meet the needs of employers in relation to the economic needs of their respective region. An educated, adaptable, qualified labor market is the primary objective for workforce development in Kentucky; this sustained improvement of the Commonwealth's economy is accomplished through the alignment of business personnel needs and skills training. Kentucky's Business Service strategy includes a partnership of local and state workforce development organizations dedicated to providing proactive workforce development and skill development resources to business customers. This strategy offers a streamlined approach to assisting businesses with recruiting talent, training new and existing employees, and developing tomorrow's workforce. At its core, the BST strategy consists of five primary organizations:

- Kentucky Education and Workforce Development Cabinet (EWDC)
- Kentucky Cabinet for Economic Development (CED)
- The Kentucky Chamber's Workforce Center (Workforce Center)
- Kentucky Community and Technical College System (KCTCS)
- Local Workforce Development Boards

The strategy exists to provide unified, efficient, quality and seamless workforce services and resources to new, existing and expanding companies within the Commonwealth.

Budget for FY '17 was created by the partners of the Kentucky Career Center – Somerset. The three sections of the cost allocation methods form were completed. Each of the three areas; position usage, occupancy and number of participants were completed using applicable information from the center partners. Each partner reviewed the budget and three methods of allocation. All partners agreed to use shared space within the center to determine shared costs as described in the Cost Allocation Methodology section of the MOU. The Cumberlands Fiscal Agent will reconcile the expenditures quarterly with information supplied by each partner. This reconciliation will ensure proper expenditures by each partner as determined and agreed upon by the centers partners.

All Costs that are chargeable to more than one partner program must be included prior to beginning of new fiscal year or, if necessary, added to the center budget when cost is determined to be one to be shared among the partners. The method of allocation will be determined by all partners within the center prior to beginning of new fiscal year. If a new identified item is added it must fall within a predetermined category and will maintain the same allocation method previously agreed upon by the partners. A request can be made to review the method of allocation by any partner at the beginning of a new program year but must be agreed to by all partners.

**Career Services offered through the KCC include:**

1. Orientation to KCC services (including partner agencies)
2. Initial Assessment to gain information on goals, strengths, and obstacles \*
3. Job Search Assistance (helping locate employment)
4. Job Referrals/Placement
5. Career Guidance
6. Job Readiness/Workshops
7. Educational Exploration \*
8. Re-employment services for Dislocated Worker
9. Relocation Assistance (financial assistance for relocation for DW)
10. Assessments for basic skills and/or specific work skills
11. Support Services (transportation, childcare, housing, utility assistance)
12. Case Management
13. Eligibility Guidelines for specific programs
14. Entrepreneurial information
15. Assisted Employment Programs (Internships, etc.)
16. Occupational Skills Training Resources
17. Employment Resources
18. Follow-up Services

**Training Services offered through the KCC include:**

1. Occupational Skills Training
2. On-the-Job Training
3. GED Preparation \*
4. Incumbent Worker Training
5. Customized Training
6. Remedial Education/Skills Upgrade\*
7. Workplace Education/CEU

**Employer Services offered through the KCC include:**

1. Employer Needs Assessment
2. Job Postings
3. Pre-Screening Applicants for Businesses
4. Recruitment Assistance
5. Labor Market Information
6. Training Resources
7. Job Fairs
8. Rapid Response Activities
9. Small Business Loans
10. Linkage for Incentive Programs
11. Assessments/Training for ADA Compliance
12. Business Related Workshops
13. Registered Apprenticeship Services

\*Indicated services provided by the Office of Adult Education

**MEMORANDUM OF UNDERSTANDING  
FOR  
Local Workforce Investment Area: Cumberland  
KENTUCKY CAREER CENTER OPERATIONS**

**Signature Page**

*By signing below, all parties mutually agree to the terms prescribed herein.*

**[Chief Local Elected Official]**

**Randy Dial, Judge Executive, Casey Co.**

Printed Name & Title

Randy Dial 2/19/19  
Signature Date

**[LWDB Chairperson]**

**Daryl Hammond, Board Chair**

Printed Name & Title

Daryl Hammond 2/19/19  
Signature Date

**Lake Cumberland Area Development District**

**Darryl McGaha, Executive Director**

Printed Name & Title

Darryl McGaha 2/19/19  
Signature Date

**Somerset Community College**

**Dr. Carey W. Castle, President**

Printed Name & Title

Carey W. Castle 2/26/19  
Signature Date

**Department of Community Based Services**

**Richard Gaskin, Administrator's Assistant**

*Richard Gaskin, SRPA*

Printed Name & Title

Richard Gaskin 2/22/19  
Signature Date

**Pine Knot Job Corps**

**Brandon Pfeilmeier, Center Director**

Printed Name & Title

Brandon A. Pfeilmeier 2/27/19  
Signature Date

**Daniel Boone Community Action Agency**

**Mike Buckles, Executive Director**

Printed Name & Title

Mike Buckles 10/16/18  
Signature Date

**Kentucky Farm Worker Program**

**Vickie Hutcheson, Executive Director**

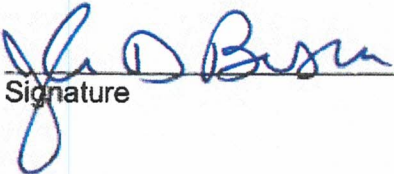
Printed Name & Title

Vickie Hutcheson 2-26-2019  
Signature Date

**Department for Workforce Investment/  
Cabinet for Education & Workforce Development**


Josh Benton, Deputy Secretary

Josh Benton, Deputy Secretary  
Printed Name & Title

 7/22/19  
Signature Date

**Office of Vocational Rehabilitation**  
Cora McNabb, Executive Director

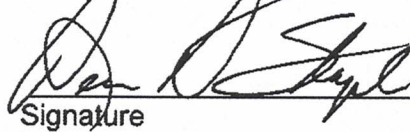
Cora McNabb, Executive Director  
Printed Name & Title

 7/17/19  
Signature Date

**Office of Adult Education**

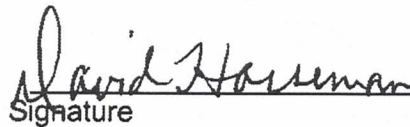
Reecie Stagnolia, Executive Director

REECIE STAGNOLIA, EXECUTIVE DIRECTOR  
Printed Name & Title

 7/22/19  
Signature Date

**Kentucky Office for Career & Technical Ed.**  
David Horseman, Associate Commissioner

David Horseman, Associate Commissioner  
Printed Name & Title

 9/20/19  
Signature Date

**Goodwill Industries**

Dr. Marsha Berry, VP of Career Services/  
Goodwill Industries

MARSHA BERRY, VP Career Services  
Printed Name & Title

Marsha Berry 2-27-19  
Signature Date

**Goodwill SCSEP**

Dr. Marshall Berry, VP of Career Services/  
Goodwill Industries

MARSHA BERRY VP CAREER SERVICE  
Printed Name & Title

Marsha Berry 2-27-19  
Signature Date

**SEK-Society for Human Resource Mgt.**

Charlotte Keeney, President

Printed Name & Title

Charlotte Keeney 10-5-2018  
Signature Date

**KY Community & Technical College Systems**

Dr. Jay Box, President

Printed Name & Title

Jay Box 2/2/19  
Signature Date

**Lake Cumberland Housing Agency**

Lisa Mann, Executive Director

Printed Name & Title

Lisa Mann 10-5-18  
Signature Date

**Lake Cumberland Community Action Agency**

Alicia K. Polston, Executive Director

Printed Name & Title

Alicia Polston Cpt 10/8/18  
Signature Date

**Southeast Kentucky Economic Development**

Brett Traver, Executive Director

Printed Name & Title

Brett Traver 10-16-18  
Signature Date

**Campbellsville University**

Angie Travis, Executive Director of Somerset  
NOE Education Center

Printed Name & Title

Angie Travis, Exec Director  
Angie Travis 2/18/19  
Signature Date