

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

Kentucky Career Center (One-Stop) Operations
Eastern Kentucky Concentrated Employment Program
Workforce Investment Board

2022-2024

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

Local Workforce Development Area: Eastern Kentucky Concentrated Employment Program (EKCEP)

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

Mission: “Prepare, advance, and expand the workforce of Eastern Kentucky.”

Vision: The Eastern Kentucky WIB’s Strategic Plan includes its visions for the regions of Eastern Kentucky, the workforce system in Eastern Kentucky, and the role of the WIB:

- *Vision for the Region of Eastern Kentucky* — The WIB’s vision for the region of Eastern Kentucky includes the goals below that expand its influence with other key components of the workforce system like economic development, secondary and post-secondary education, and others — with the outcome being that the WIB will have a more tangible effect on job creation, educational and skills attainment, graduation rates, economic development and diversity, and job placement and retention. The goals associated with this vision are:
 - Employers — new, existing, and emerging — have an adequate supply of well-educated and well-trained workers.
 - Residents have the knowledge, skills, and aptitudes to work and earn incomes that make them self-sufficient.
 - The region exhibits improved college and career readiness among high school graduates
- *Vision for the Region’s Workforce System* — The WIB’s vision for the region’s Workforce System includes the goals below for services and programs driven by the Workforce Innovation and Opportunity Act (WIOA), the current federal law that guides service delivery for adults, dislocated workers, and youth. These goals also include those shared by the Workforce Innovation Board and various partner agencies in the overall, integrated workforce system, including: postsecondary education, Kentucky Office of Vocational Rehabilitation/Blind Services Division, Kentucky Adult Education, Kentucky Department of Veterans Affairs, Kentucky Career Development Office, Experience Works, Job Corps, and Kentucky Department for Community Based Services, as well as programs authorized under the federal Wagner-Peyser Act. The goals associated with this vision are:
 - Lifelong learning and skills development are integral parts of the workforce system. Long-standing relationships between employers and educators keep education and training opportunities one step ahead of the needs of the market.
 - The system partners with those industries and businesses that drive the regional economy. It also works with chambers of commerce and economic development entities throughout the region to identify and support emerging industries vital to the region’s continued growth and diversification.
 - Strong commitments to innovation, productivity, accountability, and results keep the system flexible and responsive to employers’ and residents’ ever-changing workforce needs.
- *Vision for the EKCEP Workforce Innovation Board* — The WIB’s vision for the role of the WIB includes the goals below that set the course for continued innovation in service delivery and the leveraging of additional funding to create new revenue streams that shape and guide organized activity outside the scope of WIOA. The goals associated with this vision are:

- The EKCEP WIB will continue to explore ways to influence economic development and provide citizens' access to more and better jobs through the use of innovation, technology, and creating opportunities for the region to participate in the global digital and marketplace.
- EKCEP will continue to identify and pursue new revenue streams and leverage funding to diversify the employment base and expand activity for the purposes of our mission.
- The EKCEP WIB sets the regional workforce agenda and is widely recognized for its excellence as a leader and governing board, and for its commitment to making a difference. [We take this role and convene all law-required state 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: EKCEP 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

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

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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 Program
Attachment J:	Impasse-Dispute Resolution
Attachment K:	Non-Discrimination and Equal Opportunity 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

LWDB	Eastern Kentucky Concentrated Employment Program
CEO Name(s)	Shane Gabbard

Required Partners

Required Partners as Parties to the MOU	Program Authority	Entity Administrating Program
Title I: Adult, Dislocated Worker, Youth Formula Programs Trade Adjustment Assistance (TAA) Community Services Block Grant (CSBG) Employment and Training Programs	WIOA Title 1B - Adult, Dislocated Worker and Youth Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA) (19 U.S.C. 2271 <i>et seq.</i>) Community Services Block Grant (42 U.S.C 9901 <i>et seq.</i>)	Bell- Whitley CAA
		Big Sandy Area CAP
		Daniel Boone CAA
		Gateway CA
		Harlan CA
		KCEOC CAP
		LKLP CAC
		Middle Kentucky CAP Northeast KY CAP
Title II: Adult Education and Family Literacy	WIOA Title II, Adult Education and Literacy	Office of Adult Education
Title III: Wagner-Peyser Act Employment Services Jobs for Veterans State Grants Trade Readjustment Allowance (TRA)	Title III, Wagner-Peyser Act (29 U.S.C. 49 <i>et seq.</i>) Chapter 41 of Title 38, U.S.C. Trade Act Title II, Chapter 2	Career Development Office
Title IV: Rehabilitation Services	Title I, Rehabilitation Act (29 U.S.C. 720 <i>et seq.</i>)	Office of Vocational Rehabilitation
Title V: Senior Community Services Employment Program (SCSEP)	Title V, Older Americans Act (42 U.S.C. 3056 <i>et seq.</i>)	Big Sandy Area CAP Goodwill of Kentucky Kentucky River Area Development District
Carl D. Perkins Career & Technical Education Act Post-Secondary Programs	Carl D. Perkins Career & Technical Education Act (20 U.S.C. 2301 <i>et seq.</i>)	Big Sandy CTC Hazard CTC Southeast Kentucky CTC
Title I: Job Corps	WIOA Title 1C - Job Corps	Carl D. Perkins Job Corps Center Frenchburg Job Corps Civilian Conservation Center
Title I: Indian and Native American Programs	WIOA Title 1D, Sec. 166 - Native American Programs	Council of Three Rivers American Indian Center, Inc.*
Title I: National Farmworker Jobs Programs	WIOA Title 1D, Sec. 167 - Migrant and Season Farmworker Programs	Kentucky Farmworker Programs, Inc.*
Youthbuild	WIOA Title 1D, Sec. 171 - Youthbuild Program	Not Applicable
Dept. of Housing and Urban Development (HUD) Employment and Training Activities	Employment and Training Activities carried out by HUD	Not Applicable
Temporary Assistance for Needy Families (TANF)	Social Security Act – Part A, Title IV (TANF) (42 U.S.C. 601 <i>et seq.</i>)	Department for Community Based Services (DCBS)

*Not Present in EKCEP LWDA, but invited to monthly One-Stop Meetings

Additional Partners

Not Applicable

Partner Name	Program	Program Authority

Location Code	Kentucky Career Center Name	Address	Center Category	KCC Manager and/or Contact
01	KCC JobSight, Hazard	412 Roy Campbell Drive, Hazard, KY 41701	Comprehensive	Abby Little, One Stop Operator or Allison Brown, WIOA Director
02	KCC JobSight, Prestonsburg	686 North Lake Drive, Prestonsburg, KY 41653	Comprehensive	TBD, One Stop Operator or Trina Allen, CDO Regional Manager
03	KCC JobSight, Harlan	319 Camden Street, Harlan, KY 40831	Affiliate	Jill Blevins, WIOA Director
04	KCC JobSight, Manchester	1535 Shamrock Road, Manchester, KY 40962	Affiliate	Mona Whitaker, WIOA Director
05	KCC JobSight, McKee	5748 Highway 290, McKee, KY 40447	Affiliate	Jessica Thorpe, Office Manager
06	KCC JobSight, Pikeville	138 College Street, Pikeville, KY 41501	Affiliate	TBD, One Stop Operator or Joey Osborne, Career Advisor
07	KCC JobSight, Pineville	129 N. Pine Street, Pineville, KY 40977	Affiliate	Alex Barnett, WIOA Director
08	KCC JobSight, Whitesburg	417 HWY 2034, Whitesburg, KY 41858	Affiliate	Abby Little, One Stop Operator or Tisha Reynolds, Career Advisor
09	KCC JobSight, Barbourville	464 Court Square, Barbourville, KY 40906	Access Point	Becky Miller, WIOA Director
10	KCC JobSight, Jackson	500 Brown Street, Jackson, KY 41339	Access Point	Beth Spencer, WIOA Director
11	KCC JobSight, Louisa	180 Bulldog Lane, Louisa, KY 41230	Access Point	Bonnie Conn, WIOA Director
12	KCC JobSight, West Liberty	151 University Drive, West Liberty, KY 41472	Access Point	Wendy Crain-Lawson, WIOA Director
Note: KCC locations and access points may be added/ adjusted in response to customer (job seeker/ employer) and community needs.				

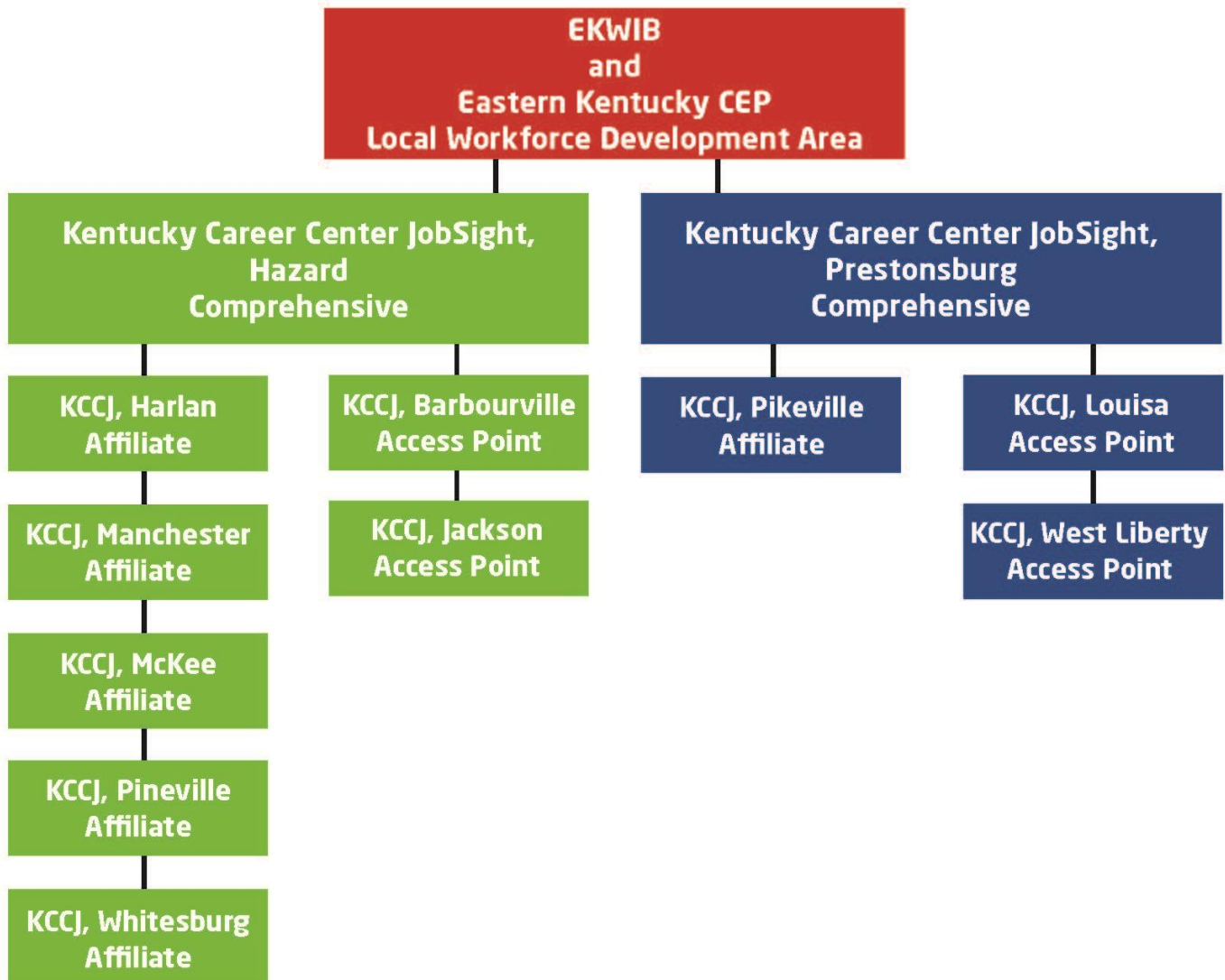
Local Administrative Entities

	Function/ Role(s)	Entity Name & Contact	Address	Email
1.	Chief Elected Official	EKCEP Board of Directors Shane Gabbard	100 Airport Gardens Road, Ste 300 Hazard, KY 41701	
2.	LDWB Director and Board Support Staff	EKCEP Jeff Whitehead	100 Airport Gardens Road, Ste 300 Hazard, KY 41701	jwhitehead@ekcep.org
3.	Fiscal Agent	EKCEP	100 Airport Gardens Road, Ste 300 Hazard, KY 41701	
4.	KCC/ One-Stop Operator	KCCJ, Hazard Abby Little KCCJ, Prestonsburg TBD	412 Roy Campbell Drive, Hazard, KY 41701 686 North Lake Drive, Prestonsburg, KY 41653	a.little@lklp.net
5.	KCC/ One-Stop Lead Direct Services Provider	LKLP CAC Big Sandy Area CAP	398 Roy Campbell Drive, Hazard, KY 41701 230 Court Street, Paintsville, KY 41240	
6.	Board Chair	East Kentucky Workforce Innovation Board Howard Blackburn	100 Airport Gardens Road, Ste 300 Hazard, KY 41701	

State Administrative Entity

1.	State Workforce Agency	Department of Workforce Development, Dr. Kish Cumi Price, Commissioner	500 Mero Street, 4 th Floor Frankfort, KY 40621	kish.price@ky.gov
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KCC JobSight One-Stop Delivery System



Required Partner Services

ATTACHMENT D

The following table 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 **Attachment L**. The service delivery methods are identified by the codes listed in the KCC Services Document.

Entity Administering Program (from Attachment A)	Required Partner(s)	KCC/ One-Stop Services (Enter Number from Attachment L)			Service Delivery Method (Attachment L)	Location Code (Attachment B)
		Career	Training	Employer		
Bell-Whitley CAA	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs	Items #1-13, 15-17	Items #1-3, 5-9	Items #1-8	FT	07
Big Sandy Area CAP	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs; Title V: SCSEP	Items #1-6B, 7-17	Items #2-3, 5, 7, 9	Items #1-8	FT	02, 06
Daniel Boone CAA	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs	Items #1-13, 15-17	Items #1-3, 5-9	Items #1-8	FT	04, 05
Gateway CA	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs	Items #1-13, 15-17	Items #2, 5-9	Items #1-8	FT	12
Harlan CA	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs	Items #1-13, 15-17	Items #1-3, 5, 7, 9	Items #1-8	FT, T, A, B	03
KCEOC CAP	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs	Items #1-13, 15-17	Items #1-3, 5, 7, 9	Items #1-8	FT	09
LKLP CAC	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs	Items #1-17	Items #1-9	Items #1-8	FT	01, 08
Middle KY CAP	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs	Items #1-17	Items # 1-7, 9	Items # 1-8	FT	10
Northeast KY CAP	Title I: Adult, Dislocated Worker, Youth; TAA; CSBG E&T Programs	Items #1-13, 15-17	Items #1-3, 5-9	Items #1-8	FT	11
Office of Adult Education	Title II: Adult Education and Family Literacy	Items #1-8, 10	Items #1-5, 8-9	Items #1, 4, 5	FT PT	01, 02, 03 06, 07
Career Development Office	Title II: Wagner-Peyser; JSVG; TRA	Items #1-5, 7-10, 12-15, 17		Items #1-4, 6-8	FT	01, 02, 04, 05, 08
Office of Vocational Rehabilitation	Title IV: Rehabilitation Services	Items #1-13, 15-17	Items #1-9	Items #1, 5-8	FT	01, 02, 04, 06, 08
Goodwill of KY	Title V: SCSEP	Items #1-5, 7-8, 10-17	Items #1-3, 5, 7, 9	Items #1, 3-5, 7	T, A, B, P	01, 02

Kentucky River Area Development District	Title V: SCSEP	Items #1-4, 7, 11, 13	Item #2	Item #1	T, A, B, P	01, 02, 08, 10
Big Sandy Community & Technical College	Carl D. Perkins Career & Technical Education Act Post-Secondary		Items #1,3,5,8 & 9	Items #1,5,7	T, A, B, P	02, 06
Hazard Community & Technical College	Carl D. Perkins Career & Technical Education Act Post-Secondary	Item #4	Items #1, 3, 5-9	Items #1, 2, 4, 5	C/PT, C/Off, T, A, B, P, O	01, 10
Southeast Kentucky Community & Technical College	Carl D. Perkins Career & Technical Education Act Post-Secondary		Items #1-9	Items #1-7	T, A, B, P	03, 07, 08, 09
Carl D. Perkins Job Corps Center	Title I: Job Corps	Items #1-8, 10-17	Items #1-9	Items #1-8	C, T, A, B, P	01, 02
Frenchburg Job Corps Civilian Conservation Center	Title I: Job Corps	Items # 1-7, 11, 13, 14, 15, 17	Items # 1-3, 5, 7-9	Items # 1, 4-7	T, A, B, P	12
Council of Three Rivers American Indian Center, Inc.	Title I: Indian and Native American Programs					
Kentucky Farmworker Programs, Inc.	Title I: National Farmworker Jobs Programs					
Department for Community Based Services	TANF					

Not Applicable

Additional Partner Services: 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.

Partner Name	Program Name (from Attachment A)	Services (Enter Number from Attachment L)			Service Delivery Method (Attachment L)	Location Code (Attachment B)
		Career	Training	Employer		

**Kentucky Career Center JobSight
(EKCEP)
Partner Onsite Representation Schedules**

KCC JobSight, Hazard (Comprehensive)

Partner	# of Staff	Weekly Staff Hours (estimated)	# of FTEs	% of Total FTEs
WIOA Title I: Adult, Dislocated Worker, Youth: LKLP CAC	7	280	7	38.67%
CSBG Employment and Training Programs: LKLP CAC	1	40	0.1	0.55%
Office of Adult Education: HCTC Adult Education	1	40	1	5.52%
Career Development Office	5	187.5	5	27.62%
Office of Vocational Rehabilitation	4	150	4	22.10%
Title I: Job Corps: Carl D. Perkins Job Corps Center	1	40	1	5.52%
TOTALS	19	737.5	18.1	100.00%

KCC JobSight, Prestonsburg (Comprehensive)

Partner	# of Staff	Weekly Staff Hours (estimated)	# of FTEs	% of Total FTEs
WIOA Title I: Adult, Dislocated Worker, Youth: Big Sandy Area CAP	3	120	3	12.31%
Title V: SCSEP: Big Sandy Area CAP	1	15	0.38	1.56%
Office of Adult Education: BSCTC Adult Education	1	40	1	4.10%
Career Development Office	10	375	10	41.02%
Office of Vocational Rehabilitation	10	375	10	41.02%
TOTALS	25	925	24.38	100.00%

KCC JobSight, Harlan (Affiliate)

Partner	# of Staff	Weekly Staff Hours (estimated)	# of FTEs	% of Total FTEs
WIOA Title I: Adult, Dislocated Worker, Youth: Harlan CA	4	160	4	86.21%
CSBG Employment and Training Programs: Harlan CA	1	9	0.24	5.17%
Office of Adult Education: SKCTC Adult Education	1	16	0.4	8.62%
TOTALS	6	185	4.64	100.00%

KCC JobSight, Manchester (Affiliate)

Partner	# of Staff	Weekly Staff Hours (estimated)	# of FTEs	% of Total FTEs
WIOA Title I: Adult, Dislocated Worker, Youth: Daniel Boone CAA	4	160	4	57.14%
CSBG Employment and Training Programs: Daniel Boone CAA	1	40	1	14.29%
Career Development Office	1	37.5	1	14.29%
Office of Vocational Rehabilitation	1	37.5	1	14.29%
TOTALS	7	275	7	100.00%

KCC JobSight, McKee (Affiliate)

Partner	# of Staff	Weekly Staff Hours (estimated)	# of FTEs	% of Total FTEs
WIOA Title I: Adult, Dislocated Worker, Youth: Daniel Boone CAA	2	40	2	50.00%
CSBG Employment and Training Programs: Daniel Boone CAA	1	40	1	25.00%
Career Development Office	1	37.5	1	25.00%
TOTALS	4	117.5	4	100.00%

KCC JobSight, Pikeville (Affiliate)

Partner	# of Staff	Weekly Staff Hours (estimated)	# of FTEs	% of Total FTEs
WIOA Title I: Adult, Dislocated Worker, Youth: Big Sandy Area CAP	3	40	3	30.00%
Office of Adult Education: BSCTC Adult Education	1	40	1	10.00%
Office of Vocational Rehabilitation	6	37.5	6	60.00%
TOTALS	10	117.5	10	100.00%

KCC JobSight, Pineville (Affiliate)

Partner	# of Staff	Weekly Staff Hours (estimated)	# of FTEs	% of Total FTEs
WIOA Title I: Adult, Dislocated Worker, Youth: Bell-Whitley CAA	6	40	6	63.83%
CSBG Employment and Training Programs: Bell-Whitley CAA	3	40	3	31.91%
Office of Adult Education: SKCTC Adult Education	1	16	0.4	4.26%
TOTALS	10	96	9.4	100.00%

KCC JobSight, Whitesburg (Affiliate)

Partner	# of Staff	Weekly Staff Hours (estimated)	# of FTEs	% of Total FTEs
WIOA Title I: Adult, Dislocated Worker, Youth: LKLP CAC	2	40	2	40.00%
Career Development Office	1	37.5	1	20.00%
Office of Vocational Rehabilitation	2	37.5	2	40.00%
TOTALS	5	115	5	100.00%

Note: above information is subject to change, based on partner staffing, location, and funding updates.

The Kentucky Career Center JobSight Comprehensive and Affiliate centers have organized their service delivery and management into three functional teams. These three functional teams provide a structure for all aspects of the career centers, including referrals. The three teams are: 1) Business/Employer Solutions Functional Team (BESFT), 2) Job Seeker Solutions Functional Team (JSSFT), and 3) Center Management Functional Team (CMFT).

BESFT members serve as the point of contact for business/employer customers, and refer job seekers as appropriate.

JSSFT members provide referrals to and coordinate activities with other programs and services within the Kentucky Career Center JobSight One-Stop Delivery System. Since each Kentucky Career Center location differs in the partners available within and outside of the center, members coordinate these referrals based on the center's functional organizational structure and the preferences of each partner. For those partners who are housed within the KCC, members utilize the KCCJ referral form and include a warm hand-off to the partner representative. If the customer needs a referral to other partners outside of the center, these referrals will be completed based upon the preferences of the referred partner – which may include an email, phone call, or establishing an appointment for the client following a conversation with the partner agency representative. Members take steps to actively connect the customer with partner agencies for all referrals within and outside of the KCCJ, instead of making it the responsibility of the customer.

The One-Stop Operating Budget and Infrastructure Funding Agreement (IFA) shall determine how the EKWIB and WIOA one-stop partners will fund the infrastructure costs and additional delivery system costs at two Comprehensive Career Centers and six Affiliate Career Centers in the EKCEP LWDA as outlined above. The EKWIB, EKCEP Chief Local Elected Official, and WIOA one-stop partners agree to the methods of calculating the amounts that each partner will contribute for one-stop infrastructure funding as described herein. The One-Stop Budget and IFA for the eight KCC JobSight locations were prepared under the guidelines established in the OMB Circulars/Common Rule and the One-Stop Comprehensive Financial Management Technical Assistance Guide. The standards contained in the cost principles budgetary structures and generally accepted accounting principles (GAAP) were combined in order to identify the direct and common characteristics of each expenditure category.

The costs in the IFA are infrastructure costs and additional delivery system costs that are shared jointly with the partners in the MOU/IFA. The WIOA one-stop partner program's proportionate share of funding has been calculated in accordance with the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200.306 based upon a reasonable cost allocation methodology whereby infrastructure costs are charged to each partner in proportion to relative benefits received and have been determined to be allowable, necessary, and allocable. The cost allocation bases utilized in the IFA are square footage and staff FTEs. EKWIB staff worked with WIOA partner leadership to obtain staff FTEs, direct and common space square footage, and shared cost information for the career centers included in the IFA. Square footage was used as the cost allocation base for Infrastructure Costs, and staff FTEs were used as the cost allocation base for Additional Delivery System Costs.

The IFA will be documented and reconciled 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.

Career Services: Career Services offered through the KCC include:

Career services include those services requiring minimal staff assistance and services requiring more staff involvement, generally provided to individuals unable to find employment through basic career services and deemed to be in need of more concentrated services to obtain employment; or who are employed but deemed to be in need of more concentrated services to obtain 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 or program to decide if the individual qualifies for participation.
2. **Outreach, Intake, and Orientation:** Outreach activities involve the collection, publication, 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 an individual's program. Orientation, whether offered in a group setting, one-on-one, or electronically, is the process of providing broad information to customers in order to acquaint them with the services, programs, staff, and other resources 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 gathering of basic information about skill levels, aptitudes, abilities, barriers, and supportive service needs in order to recommend next steps and determine potential referrals to partners or community resources.
4. **Job Search, Placement Assistance, and Career Counseling:** Job Search helps an individual seek, locate, apply for, and obtain a job. It may include but is not limited to: job finding skills, orientation to the labor market, resume preparation assistance, development of a job search plan, job development, referrals to job openings, placement services, job finding clubs, job search workshops, vocational exploration, relocation assistance, and re-employment services such as orientation, skills determination, and pre-layoff assistance. Placement Assistance is a service that helps people to identify and secure paid employment that matches their aptitude, qualifications, experiences, and interests. Career Counseling is a facilitated exploration of occupational 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 employment levels, unemployment rates, wages and earnings, employment projections, jobs, training resources, and careers; see Kentucky LMI, <https://kystats.ky.gov/> . The local WIB Data Specialist will also be a resource in this area.
6. **Eligible Provider Performance and Program Cost Information:** Collect and provide information on:
 - 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 educational activities available to 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's recent performance measure outcomes.
8. **Supportive Services' Information:** Collect and provide information on services such as transportation, child care, dependent care, housing, and needs-related payments that are necessary to enable an individual to participate in employment and training activities.
9. **Unemployment Compensation/ Insurance Support Services:** General information on filing an Unemployment Insurance (UI) claim; access to telephone, online, and/or email resources for technical UI support and troubleshooting.
10. **Eligibility Assistance:** Provide guidance to individuals on eligibility for other programs and on financial aid 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, for not less than 12 months after the first day of the employment. These services assist those individuals to maintain employment or qualify for promotions with that employment.

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

14. Group Counseling

15. **Individual Counseling and Career Planning**
16. **Case Management:** For participants who receive training services under WIOA Section 134(d)(4).
17. **Short-Term Prevocational Services:** Can include development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.

Training Services

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

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

3. **Workplace and cooperative education:** Programs that combine workplace training with related instruction 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 a new occupation through instruction in new and different skills demanded by technological changes. These courses train incumbent workers in specific skills needed by that business or industry and that lead to potential career growth and increased wages. This includes courses that develop professional competencies that are particularly relevant to a vocational/occupational goal. It must be demonstrated that the training will result in the workers' acquisition of transferable skills or an industry-recognized certification or credential.

6. **Entrepreneurial training**

7. **Job-readiness training**

8. **Adult Education programs:** Services or instruction below the postsecondary level for individuals who are not enrolled or required to be enrolled in secondary school under state law and lack basic educational skills to enable the individuals to function effectively in society and on a job. Services include, but are not limited to, one-on-one instruction, coursework, or workshops that provide direction for the development and ability to read, write, and speak in English, compute, and solve problems, at levels of proficiency necessary to function in society or on the job.

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

Employer 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. The local Kentucky Career Center Business Service Team (BST) coordinates, promotes, conducts outreach and/or provides access to workforce partners and resources designed for employer customers. The following are examples of Employer Services provided:

1. **Employer needs assessment:** Evaluation of employer needs, particularly future hiring and talent needs.
2. **Job posting:** Receiving and filling of job openings; searching resumes; providing access to a diverse labor pool.
3. **Applicant pre-screening:** Assessing candidates according to the employer's requirements and hiring needs; referring candidates based on their knowledge, skills, and abilities relative to the employer requirements.
4. **Recruitment and placement assistance:** Raising awareness of employers and job openings and attracting individuals to apply for employment at a hiring organization. Specific activities may include posting of employer announcements, provision of job applications, and hosting job fairs and mass recruitments.
5. **Training assistance:** Providing training resources to enable employers to upgrade employee skills, introduce workers to new technology, or to help employees transition into new positions. Examples include the following: work-based training, classroom training, On-the-Job Training, Incumbent Worker Training, cohort training, etc.
6. **Labor Market Index (LMI) information and analysis:** Access to information on labor market trends, 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 requirements, tax information, apprenticeship programs, human resource practices, alien labor certification, incentive programs such as WOTC or the federal bonding program, etc.
8. **Rapid Response and Layoff Aversion:** Provision of services to prevent downsizing or closure, or to assist during layoff events. Strategies may include incumbent worker training to avert lay-offs, financing options, employee ownership options, placement assistance, worker assessments, establishment of 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, 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.

The EKWIB's Strategic Goals and Objectives are aligned with the Commonwealth's strategic recommendation designed to meet the workforce needs of the future. Moreover, they are focused on supporting the growth of new and expanding industries in Eastern Kentucky within the following sectors:

- Healthcare
- Manufacturing
- Information Technology
- Business Services
- Energy Production and Transmission
- Skilled Trades

The EKWIB's priorities of preparing the workforce to participate in the ever-changing future of work while increasing greater workforce participation are reflected in the goals and objectives that focus on four workforce development areas briefly described below. To view the EKWIB's strategic plan in its entirety, please visit <https://www.ekcep.org/work/#strategicplan>.

Goal One: Employers

The EKWIB's priority for employers is active engagement to inform, design, and influence systemic collaborative initiatives to attract skilled workers, develop new entrants into the workforce, develop existing businesses, and support growth.

Goal Two: Education

Align and integrate P-12, adult education and postsecondary education to provide lifelong opportunities for Kentuckians that prepare them for the rapidly shifting realities of work in the future.

Goal Three: Workforce Participation

Increase Eastern Kentucky's workforce participation by creating opportunities, incenting workforce participation, and removing employment barriers for Eastern Kentuckians.

Goal Four: Organization and Resource Alignment

Work collaboratively with industry and employer partners to align resources and utilize best available data to measure success across a broad spectrum of funding sources.

Infrastructure Funding Agreements (IFAs) are tools to determine, document, and (when possible) help reconcile all proportionate KCC cost-sharing through inter-agency collaboration and negotiation. IFAs are living/working documents to serve as a companion to the MOU and intentionally designed to allow for ongoing updates and modifications. Required partners in the IFA include those entities that have an **onsite** presence/operation/ staff member(s) at a local Kentucky Career Center. These agreements will be subject to ongoing updates and/or negotiations to allow adaptability to change, modifications, and/or adjustments to partners, staffing, funding sources, customer needs, and capacity.

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

The following KCC partners have indicated that they will have an onsite operation/presence, including staff members, at one or more Kentucky Career Center locations in the local area (and thus will be required participants in the IFA for each appropriate location) during the timeframe of this MOU:

- Office of Adult Education (WIOA Title II)
- Career Development Office (WIOA Title III)
- Office of Vocational Rehabilitation (WIOA Title IV)
- Title V: SCSEP – Big Sandy Area CAP
- CSBG Employment and Training – Bell-Whitley CAA, Big Sandy Area CAP, Daniel Boone CAA, Harlan CA

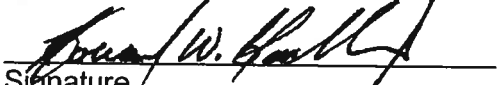
Note: additional partners may be added/ removed to/from the IFA due to programmatic, funding, staffing, or other changes at any time during this agreement.

One-Stop Budgets and Partner Contributions are listed on the subsequent pages and include *estimated* operational costs and contributions and support the infrastructure costs associated with the local Kentucky Career Center system. Information is provided by the listed onsite partners and may be subject to change based on staffing, funding, local, state, federal, and/or programmatic update.

By signing below, the authorized representatives have signified their party's approval and agreement to the terms defined within this Memorandum of Understanding (MOU).

Local Administrative Entities

East Kentucky Workforce Innovation Board Chair


Signature
Howard Blackburn, Chairman

6/15/22
Date

EKCEP Chief Elected Official


Signature
Shane Gabbard, Chairman


6/15/22
Date

EKCEP LWDA


Signature
Jeff Whitehead, Executive Director

6/15/22
Date


State Administrative Entity
Education and Labor Cabinet
Department of Workforce Development

DocuSigned by:

BD20DB4674C34CE...
Signature
Beth Brinly, Deputy Secretary

11/6/2022
Date

Title I: Adult, Dislocated Worker, Youth Formula Programs; Trade Adjustment Assistance (TAA); and Community Services Block Grant (CSBG) Employment and Training Programs

Bell-Whitley CAA



Craig Brock (Jun 16, 2022 12:25 EDT)

Signature
Craig Brock, Executive Director

Jun 16, 2022

Date

Big Sandy Area CAP



Wanda Thacker (Jun 16, 2022 15:58 EDT)

Signature
Wanda Thacker, Executive Director

Jun 16, 2022

Date

Daniel Boone CAA


Robin Whitaker (Jun 17, 2022 13:46 EDT)

Signature
Robin Whitaker, Executive Director

Jun 17, 2022

Date

Gateway CA

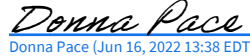

Charlene Engle (Jun 16, 2022 14:31 EDT)

Signature
Charlene Engle, CEO

Jun 16, 2022

Date

Harlan CA



Donna Pace (Jun 16, 2022 13:38 EDT)

Signature
Donna Pace, Executive Director

Jun 16, 2022

Date

KCEOC CAP


Paul Dole (Jun 28, 2022 18:26 EDT)

Signature
Paul Dole, President/CEO

Jun 28, 2022

Date

LKLP CAC

Ricky L. Baker

Signature
Rick Baker, Executive Director

Jun 16, 2022

Date

Middle Kentucky CAP

Darrell R. Shouse

Darrell R. Shouse (Jun 16, 2022 13:25 EDT)

Signature
Darrell Shouse, Executive Director

Jun 16, 2022

Date

Northeast Kentucky CAP

David Carroll

David Carroll (Jun 16, 2022 14:32 EDT)

Signature
David Carroll, Executive Director

Jun 16, 2022

Date

Title II: Adult Education and Family Literacy

Office of Adult Education



John Gregory - OAE (Jun 21, 2022 09:49 EDT)

Signature
John C. Gregory, Executive Director

Jun 21, 2022

Date

Title III: Wagner-Peyser Act Employment Services; Jobs for Veterans State Grants; Trade Readjustment Allowance

Career Development Office

Jason Hutchinson

11/6/2022

Signature

Date

Jason Hutchinson, Executive Director

Title IV: Rehabilitation Services

Office of Vocational Rehabilitation

Cora McNabb

Signature
Cora McNabb, Executive Director

11/7/2022

Date

Title V: Senior Community Services Employment Program (SCSEP)

Big Sandy Area CAP

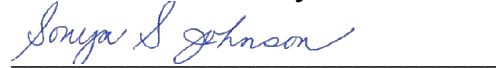

Wanda Thacker (Jun 20, 2022 10:38 EDT)

Signature
Wanda Thacker, Executive Director

Jun 20, 2022

Date

Goodwill of Kentucky



Signature
Sonya Johnson, Program Manager

Jun 20, 2022

Date

Kentucky River Area Development District


Michelle Allen (Jun 20, 2022 11:53 EDT)

Signature
Michelle Allen, Executive Director

Jun 20, 2022

Date

Carl D. Perkins Career & Technical Education Act Post-Secondary Programs

Big Sandy Community & Technical College



Telly Sellars (Jul 1, 2022 08:53 EDT)

Signature
Dr. Telly Sellars, Interim President/CEO

Jul 1, 2022

Date

Hazard Community & Technical College



Jennifer Lindon (Jun 20, 2022 19:48 EDT)

Signature
Dr. Jennifer Lindon, President/CEO

Jun 20, 2022

Date

Southeast Kentucky Community & Technical College



Vic Adams (Jun 29, 2022 21:50 EDT)

Signature
Dr. Vic Adams, President/CEO

Jun 29, 2022

Date

Title I: Job Corps

Carl D. Perkins Job Corps Center



Signature
Paulena Davis, Center Director

Jun 24, 2022

Date

Frenchburg Job Corps Civilian Conservation Center



Robert Pallay (Jun 22, 2022 12:25 EDT)

Signature
Robert Pallay, Center Director

Jun 22, 2022

Date

Title I: Indian and Native American Programs

Council of Three Rivers American Indian Center, Inc.

Kerry Jevsevar

Kerry Jevsevar (Sep 20, 2022 13:42 EDT)

Sep 20, 2022

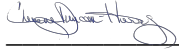
Signature

Date

Kerry Jevsevar, Employment &
Training Director

Title I: National Farmworker Jobs Program

Kentucky Farmworker Programs, Inc.



Signature
Chevene Duncan-Herring,
Executive Director

Jun 30, 2022

Date