

Memorandum of Understanding
For the
Partners of the KCC-Lincoln Trail Career Center System

Lincoln Trail Workforce Development Area

May 2019

Legal Authority

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Local Elected Official (CLEO) to develop and enter into a Memorandum of Understanding (MOU) between the Board and the One-Stop (Career Center) Partners, consistent with WIOA Sec 121(c)(2), concerning the operation of the one-stop delivery system in a local areas. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34CFR 361.500, and 34 CFR 463.500, and in Federal Guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance at 2 CFR part 200.

Memorandum of Understanding

This Memorandum of Understanding (MOU) is executed by and between the Lincoln Trail Workforce Development Board (LTWDB), the KCC-Lincoln Trail partners, and the Chief Local Elected Official (CLEO), Hon. Tommy Turner, Larue County Judge-Executive. They are collectively referred to as the “Parties” to this MOU.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the four centers (1 comprehensive in Elizabethtown and 3 affiliates in Bardstown, Leitchfield and Lebanon). The Lincoln Trail Workforce Development Board provides local oversight of workforce programming for the Lincoln Trail Workforce Development Area.

The Lincoln Trail Workforce Development Board, with the agreement of the CLEO, has (competitively) selected Lake Cumberland Area Development District as the one-stop operator for the Lincoln Trail Workforce Development Area.

The KCC-Lincoln Trail Operating Budget and Infrastructure Funding Agreement establish a financial plan, including terms and conditions, to fund the services and operating costs of the Lincoln Trail KCC network. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the KCC network in the Lincoln Trail Workforce Development Area.

The Vision, Mission, System Structure, Terms and Conditions, KCC-Lincoln Trail Operating Budget and Infrastructure Agreement outline herein reflect the commitment of the Parties to their job seeker and business customers, as well as the economic vitality and well-being of the Lincoln Trail region.

Introduction

Ever-changing labor markets and advances in technology have revolutionized how businesses find talent and jobseekers look for work. Social media, online talent platforms, and professional networking sites are evolving rapidly, perpetuating shifts in labor market dynamics. Additionally, rising consumer expectations and global competition have transformed how business is conducted in most industries. Employers must move faster and more efficiently in order to stay ahead of (or at least keep up with) competitors. This makes it more imperative for the public workforce system to continuously adapt and reframe strategies and policies designed to support and connect employers and job seekers.

The Lincoln Trail Workforce Development Board seeks to establish a system that stands in stark contrast to the “traditional”/historical transaction based model, whereby each agency operates its own business and job seeker services functions, and participants are moved from place to place seeking services. Instead, the goal is to create integrated locations and a unified structure and process of proactive, transparent and effective job seeker and business services, orchestrated by a seamless collaboration of talent development and support agencies.

The purpose of this Memorandum of Understanding (MOU) is to define the parameters within which education, workforce, economic development, and other partner programs and entities operating the Lincoln Trail Local Workforce Development Area create a seamless, customer-focused KCC network that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, partners are able to build community-benefitting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden, costs, increase customer access and performance outcomes.

Vision

Empower Lincoln Trail employers, individuals and communities to prosper and grow the region’s economy through a workforce system that is inherently customer-centered, seamless and effective.

Mission

To establish a workforce system that provides data-driven and employer-validated talent solutions through the integration of education, workforces, and economic development resources across systems.

System Structure

The Lincoln Trail Workforce Development Area has one comprehensive center (hub), three affiliate sites and one stand-alone OET site at Fort Knox., 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 of 2014, the centers offer a comprehensive array of services designed to match talent with opportunities.

KCC-Lincoln Trail – Elizabethtown (Comprehensive)

233 Ring Road, Suite 100
Elizabethtown, KY 42701
270.766.5115

www.ltcareercenter.org

Hours:

Monday and Tuesday – 7:30 – 5:00 (ET)

Wednesday – Thursday – 7:30 – 4:30 (ET)

Friday – 7:30 – Noon (ET)

KCC-Lincoln Trail – Bardstown (affiliate)

860 W. Stephen Foster Avenue
Bardstown, KY 40004
270.735.6189

www.ltcareercenter.org

KCC – Lincoln Trail – Lebanon (affiliate)

516 Workshop Lane
Lebanon, KY 40033
270.692.6870

www.ltcareercenter.org

Monday and Tuesday – 7:30 – 5:00 (ET)

Wednesday – Thursday – 7:30 – 4:30 (ET)

Friday – 7:30 – Noon (ET)

KCC-Lincoln Trail – Leitchfield (affiliate)

125 East Market Street, Suite 16
Leitchfield, KY 42754
270.735.5403

www.ltcareercenter.org

Monday and Tuesday – 7:30 – 5:00 (CT)

Wednesday – Thursday – 7:30 – 4:30 (CT)

Friday – 7:30 – Noon (CT)

KCC-Lincoln Trail – Fort Knox (stand-alone OCD site)

Room 21.4, Building 1109 Spearhead Avenue,
P. Box 215
Fort Knox, KY 40121
502.624.1478
Tuesday and Thursday – 7:30 – 4:30 (ET)

One Stop Operator

The Lincoln Trail Workforce Development Board selected Lake Cumberland Area Development District as its one stop operator, through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and local procurement laws and regulations. All documentation for the competitive procurement and selection process is available to view upon written request to the Lincoln Trail Workforce Development Board, P. O. Box 604, Elizabethtown, KY 42702-0604. Copies of board minutes as well as the RFP (Request for Proposal) are available on the KCC-Lincoln Trail website: www.ltcareercenter.org. The Commonwealth of Kentucky requires the one-stop operator to be re-competed at least once every three years and no later than every four years. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

Terms and Conditions

Partner Services

At a minimum, Partners will make the services below available, as applicable to the program, consistent with and coordinated via the KCC-Lincoln Trail network system. Additional services may be provided on a case by case basis and with the approval of the Lincoln Trail WDB and the CLEO.

Business Services

Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Lincoln Trail Workforce System's services and products	Conduct on-site Rapid Response activities regarding closures and downsizings	Develop On-the-Job (OJT) incumbent worker, or pay-for-performance contract strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible Providers
Assist with the interpretation of labor market information	Conduct job fairs	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of Career Center facilities for recruiting and interviewing job applicants	Consult on human resources issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the State Labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various modalities
Provide information regarding workforce development initiatives or programs	Provide information regarding assistive technology and communications accommodations	Develop, convene or implement industry or sector partnerships

Job Seeker Services

Basic Career Services

Outreach, intake, and orientation to the information, services, programs, tools and resources available through the Lincoln Trail workforce system

Initial assessments of skills level(s), aptitudes, abilities, and supportive service needs

In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)

Access to employment opportunity and labor market information

Performance information and program costs for eligible providers of training, education, and workforce services

Information on performance of the Lincoln Trail Workforce System

Information on the availability of supportive services and referrals to such, as appropriate

Information and meaningful assistance on Unemployment Insurance claim filing

Determination of potential eligibility for workforce partner services, programs and referrals

Individualized Career Services

Comprehensive and specialized assessment of skills levels and service needs

Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals

Referral to training services

Group counseling

Literacy activities related to work readiness

Individual counseling and career planning

Case management for customers seeking training services; individual in and out of area job search; referral and placement assistance

Work experience, transitional jobs registered apprenticeships, and internships

Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional

Training

Occupational skills training through (ITAs) Individual Training Accounts

Adult education and literacy including English language acquisition, provided in combination with the training services described above

On-the-job training (OJT)

Incumbent Worker Training

Programs that combine workplace training with related instruction which may include cooperative education

Training programs operated by the private sector

Skills upgrading and retraining

Entrepreneurial training

Customized training conducted with a commitment by an employer or group of employers to employ an individual upon

	conduct) to prepare individuals for for unsubsidized employment or training	successful completion of the training
Information and assistance in applying for financial aid for training and education not provided under WIOA	Post-employment follow-up services and support (Note: This in not an individualized career service but listed here for completeness.)	Other training services as determined by the workforce partner's governing rules

Youth Services

Tutoring, study skills training, instructions and evidenced-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.

Paid and unpaid work experience that have as a component academic and occupational education education, which may include:

Summer employment opportunities and other employment opportunities available throughout the school year,

Pre-apprenticeship programs,

Internships and job shadowing, and

On-the-job training opportunities

Education offered concurrently with and in the same context as workforce preparation activities as workforce preparation activities and training for a specific occupation or occupational cluster

Supportive services

Follow-up services for not less than 12 months after the completion of participation, as appropriate

Financial literacy education

Services that provide labor market and employment Information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.

Alternative secondary school services, or dropout recovery services, as appropriate

Occupational skill training, which shall include priority consideration for training program that lead to recognized post-secondary credentials that are aligned with in-demand industry sectors or occupations in the local area.

Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social civic behaviors, as appropriate

Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12months.

Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate

Entrepreneurial skills training

Activities that help youth prepare for and transition to postsecondary education and training

Partner On-site Representation Schedule

See partner chart for information.

Roles and Responsibilities of Partners

The Parties to this agreement will work closely together to ensure that all Lincoln Trail KCC are high performing work places with qualified staff who will ensure excellent quality of service at all times.

All Parties

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the US Department of Labor,
- Training and Employment Guidance letter (TEGL 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR part 99),
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR part 603),
- All amendments to each, and
- All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outline in the Partner Services section.
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on

either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and

- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

Chief Local Elected Official

The CLEO for the Lincoln Trail Workforce Development Area is the Honorable Tommy Turner, Larue County Judge-Executive. The CLEO will, at a minimum:

- In partnership with the Lincoln Trail Workforce Development Board and other applicable partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all local workforce boards and their partners, and that incorporates plans for each of the local workforce areas in the planning region.
- Approve the Lincoln Trail Workforce Development budget and workforce center cost allocation plan.
- Approve the selection of the one-stop operator following the competitive procurement process, and
- Coordinate with the Lincoln Trail Workforce Development Board to oversee the operations of the Lincoln Trail Workforce Development Area KCC network.

Lincoln Trail Workforce Development Board

The Lincoln Trail Workforce Development Board ensures the workforce-related needs of employers, workers and job seekers in the Lincoln Trail Workforce Development Area and/or the Central Kentucky planning region are met, to the maximum extent possible with available resources. The Lincoln Trail WDB will, at a minimum:

- In partnership with the CLEO and other applicable partners within the Lincoln Trail WDA, develop and submit a local workforce development area plan that includes a description of the activities that shall be undertaken by the LTWDB and its partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy.
- In partnership with the CLEO and other applicable partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all local WDBs and their partners, and that incorporates plans for each of the local areas in the planning region,
- In collaboration and partnership with the CLEO and other applicable partners within the planning region, develop the strategic regional vision, goals, objectives and workforce-related policies,

- In cooperation with the local CLEO and the other local WDBs within the regional area, design and approve the KCC network structure. This includes, but is not limited to:
 - Adequate, sufficient, and accessible one-stop center locations and facilities,
 - Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
 - A holistic system of supporting services, and
 - One or more competitively procured one-stop operators.
- In collaboration with the CLEO, designate through a competitive process, oversee, monitor, implement corrective action, and if applicable, terminate the one-stop operator(s),
- Determine the role and day-to-day duties of the one-stop operator,
- Approve annual budget allocations for operation of the Lincoln Trail KCC network,
- Help the one-stop operator recruit operation partners and negotiate MOUs with new partners,
- Leverage additional funding for the KCC network to operate and expand one-stop customer activities and resources, and
- Review and evaluate the Lincoln Trail Workforce Development Area and one-stop operator.

Lincoln Trail WDB Board Staff

Specific responsibilities include, at a minimum:

- Assist the CLEO and the Lincoln Trail WDB with the development and submission of a single regional plan,
- Support the Lincoln Trail WDB with the implementation and execution of the region's vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- Provide operational and grant-specific guidance to the one-stop operator,
- Investigate and resolve elevated customer complaints and grievance issues,
- Prepare regular reports and recommendations to the Lincoln Trail WDB, and
- Oversee negotiations and maintenance of MOUs with the one-stop partners.

One Stop Operator

The Lake Cumberland Area Development District will employ one individual to serve as the One-Stop Operator. The one-stop operator, at a minimum:

- Assist the Lincoln Trail WDB in establishing and maintaining the KCC network structure. This includes but is not limited to:

- Ensuring that state requirements for center certification are met and maintained,
- Ensuring that career services outlined in WIOA sec. 134(c)(2) are available and accessible.
- Ensuring that Lincoln Trail WDB policies are implemented and adhered to,
- Adhering to the provisions outlined in the contract with the Lincoln Trail WDB and its plan,
- Reinforcing strategic objectives of the Lincoln Trail WDB to partners, and
- Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.
- Integrate systems and coordinate services for the center(s) and its partners, placing priority on exceptional customer service,
- Integrate workforce service delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building and training efforts.
- Functional alignment includes having career center staff who perform similar tasks serve on relevant functional teams, e.g., job seekers or business services teams,
- Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services consistent with the purpose, scope, and requirement of each program.
- The services are seamless to the customer, meaning the services are free of cumbersome transitions, or duplicative registrations from one program service to another there is a smooth customer flow to access the array of services available in the career center.
- Coordinate partner, program and career center network performance. This includes but is not limited to:
 - Providing and/or contributing to reports of center(s) activities, as requested by the Lincoln Trail WDB,
 - Identifying and facilitating the timely resolution of complaints, problems, and other issues,
 - Collaborating with the Lincoln Trail WDB on efforts designed to ensure the meeting of program performance measures including data sharing procedures to ensure effective data matching, timely data entry into the case management systems,
 - Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center(s) operations,
 - Evaluating customer satisfaction data and propose service strategy changes to the Lincoln Trail WDB based on findings,
- The Lake Cumberland ADD will not assist in the development, preparation and submission of local plans. It will not manage or assist in future competitive processes for selecting operators or select or terminate one-stop

operators, career services providers, or youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the Lincoln Trail WDB. The Lincoln Trail WDB is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

Partners

Each partner commits to cross-education of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent allowable through:

- Effective communication, information sharing, and collaboration with the one-stop operator,
- Joint planning, policy development and system design processes,
- Commitment to the joint mission, vision, goals, strategies and performance measures,
- The design and use of common intake, assessment, referral, and case management processes,
- The use of common and/or linked data management systems and data sharing methods, as appropriate,
- Leveraging of resources, including other public agency and non-profit organization services;
- Participation in continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled partner meeting to exchange information in support of the above and encourage program and staff integration.

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 integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and 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 this 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 Lincoln Trail 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 603 and KRS 341.190.
- Customer data may be shared with other programs, for those programs' purposes, within the KCC 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 (29U.S.C. § 794(d)).

All career center 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

All parties expressly agree to abide by all applicable Federal, State and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 U.S.C. 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies and legal requirements of all of the other parties.

Each party will ensure that the collection and use of any information, systems, or records that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the parties for the parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data

sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payment of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. §1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Referrals

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, partners agree to move to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' program represented in the Lincoln Trail KCC network,
- Develop materials summarizing their program requirements and making them available for partners and customers,
- Develop and utilize common intake, initial orientation, eligibility determination, assessment and registration forms,
- Provide substantive referrals – in accordance with the Lincoln Trail WDA Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level.

Accessibility

Accessibility to the services provided by the Lincoln Trail KCC and all partner agencies is essential to meeting the requirements and goals of the Lincoln Trail KCC 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 on 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, convenient, high traffic, and accessible location, 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 Lincoln Trail WDB will work with the Kentucky Workforce Innovation Board to ensure that job seekers and business 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.

Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with the Lincoln Trail WDB to post content through its website.

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 with 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 or 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 such 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 will 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 KCC 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 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 KCC network.

Outreach

The Lincoln Trail WDB 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 resource professionals,
- An outreach and recruitment plan to the region's job seekers, including targeted efforts to populations most at-risk or most in need,
- An outreach and recruitment plan for out-of-school youth,
- Sector strategies and career pathways,
- Connections to registered apprenticeships,
- Regular use of social media,
- Clear objectives and expected outcomes, and
- Leveraging any statewide outreach materials relevant to the region.

Dispute Resolution

The following section details the dispute resolution process designed for use by the partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the Lincoln Trail WDA Customer Grievance Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the Lincoln Trail WDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- All parties are advised to actively participate in local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
- Should informal resolution efforts fail, the petitioner seeking resolution must formally initiate the dispute resolution process.
- The Lincoln Trail WDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the Lincoln Trail WDB's Executive Committee. The executive committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the members present.

- The decision of the executive committee shall be final and binding unless such a decision is in contradiction of applicable state and federal laws or regulations governing the partner agencies as determined by the Department for Workforce Investment or other relevant state and/or federal agency.
- The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
- The executive committee must provide a written response and dated summary of the proposed resolution to all parties to the MOU.
- The Lincoln Trail WDB Chair (or designee) will contact the petitioner and the appropriate parties to verify that all are in agreement with the proposed resolution.

Monitoring

The Lincoln Trail WDB, or its designated staff, officials from the state and local administrative entities, the U.S. Departments of Labor, Education and Health and Human Services have authority to conduct fiscal and programmatic monitoring to ensure that:

- 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 are recorded, tracked and reviewed for quality to ensure accuracy and completeness,
- Outcomes are assessed and analyze 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 and may be invited/requested to participate 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 affiliations, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights Act 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 applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Indemnification

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'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 Lincoln Trail WDB and its One-Stop operator have no responsibility and/or liability for any actions of the One-Stop employees, agents, and/or assignees. Likewise, the parties have no responsibility and/or liability for any actions of the Lincoln Trail WDB or its One-Stop operator.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol-free Workplace

All parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 CFR part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All parties shall comply with the debarment and suspension requires (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

All parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134 (c)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Buy American Provision

Each party that receives funds made available under title I or II or WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8393 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary Compensation and Bonus Limitations

Each party certifies that, when operating grant funds by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY'17) 2017; Final PY 2017 Allotments for Wagner-Peyser Employment Services (ES) Program Allotments and Workforce Information Grant to States Allotments for PY 2017, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194 (15(A), restricting the use of federal funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

Except as otherwise indicated herein, no party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other parties.

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the Commonwealth of Kentucky. All parties shall comply with all applicable federal and state laws and regulations, and local laws to the extent that they are not in conflict with state or federal requirements.

Steps to Reach Consensus

1. Notification of Partners

The Lincoln Trail WDB Chair (or designee) must notify all parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

2. Negotiations

Following the formal kickoff meeting, partners must submit all relevant documents to the Lincoln Trail WDB Chair (or designee) to begin drafting the MOU. During this time frame, additional formal or informal meetings (informational and negotiation sessions) may take place, so long as they are conducted in an open and transparent manner, with pertinent information provided to all parties.

3. Draft MOU

The Lincoln Trail WDB Chair (or designee) must email a complete draft of the MOU to all parties.

4. Review and Comment

Within three (3) weeks of receipt of the draft MOU, all parties must review and return feedback to the Lincoln Trail WDB Chair (or designee). It is advised that each party also use this time to allow their respective legal departments to review the MOU for legal sufficiency. It is the responsibility of the Lincoln Trail WDB Chair (or designee) to ensure all KCC-Lincoln Trail partners are aware of the comments and revisions that are needed.

5. Finalized Draft

The Lincoln Trail WDB Chair (or designee) must circulate the finalized MOU and secure Partner signatures within four (4) weeks of feedback. The WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all parties.

If determined that a partner is unwilling to sign the MOU, then the Lincoln Trail WDB Chair (or designee) must ensure that the dispute resolution is followed.

Modification Process

1. Notification

When a partner wishes to modify the MOU, the partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).

2. Discussion/Negotiation

Upon notification, the Lincoln Trail WDB Chair (or designee) must ensure that discussion and negotiations related to the proposed modification take place with partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all of the parties. If the proposed modification is extensive and is met with opposition, the Lincoln Trail WDB Chair (or designee) may need to call a meeting of the parties to resolve the issue. Upon agreement of all parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, the original party and the new party entering into an MOU that includes the Lincoln Trail WDB, wherein the new party assumes all of the rights and obligations of the original party, can accomplish it. Upon execution, the Lincoln Trail WDB Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a partner is unwilling to agree to the MOU modification, the Lincoln Trail WDB Chair (or designee) must ensure that the process in the Dispute Resolution section is followed.

3. Signatures

The Lincoln Trail WDB Chair (or designee) must immediately circulate the MOU modification and secure partner signatures within four (4) weeks. The modified MOU will be considered full executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the Lincoln Trail WDB Chair (or designee) acquires signatures of each party and provides a copy of the modification with each party's signature to all the other parties.

Termination

This MOU will remain in effective until the end date specified in the Effective Period section below, unless:

- All parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continue performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other parties as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Lincoln Trail WDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the parties to the MOU must convene within thirty (30) days after the breach to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.

All parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

Effective Period

This MOU entered into on **July 1, 2019**. This MOU will become effective as the date of the signing by the final signatory below and must terminate on **June 30, 2022**, unless any of the reasons in the Termination Section above apply.

One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the Lincoln Trail WDA KCC network. The parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the local workforce delivery system at a level that meets the needs of job seekers and businesses in the local area.
- Reduces duplication and maximizes program impact through the sharing of services, resources and technologies among partners (thereby improving each program's effectiveness),
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by Lincoln Trail KCC Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The partners consider this one-stop operating budget the master budget that is necessary to maintain the Lincoln Trail WDB's high-standard KCC network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career Services, and
- Shared Services.

All costs must be included in the MOU, allocated according to partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among partners on an equitable basis to ensure costs are shared appropriately. All partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

Cost Reconciliation and Allocation Base Update

All parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

- Partners will provide the Lincoln Trail WDB with the following information no later than fifteen (15) days after the end of the quarter, as applicable:
 - Quarterly cost information and documentation of the actual costs,
 - Updated staffing information (per the 1st day of the 1st month of each quarter), and
 - Actual customer participation numbers (per the last day of the last month of each quarter).
- Upon receipt of the above information, the Lincoln Trail WDB will:
- Compare budgeted costs to actual costs,

- Update the allocation bases, and
- Apply the updated allocation bases, as described in the Cost Allocation Methodology section above to determine the actual costs allocable to each partner.
- The Lincoln Trail WDB will prepare an updated budget document showing cost adjustments and will prepare an invoice for each partner with the actual costs allocable to each partner for the quarter.
- The Lincoln Trail WDB will submit invoices to the partners and send a copy of the updated budget to all parties no later than forty-five (45) days after the end of each quarter. The partners understand that the timeliness of the Lincoln Trail WDB's preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each partner in providing the necessary cost information. For partners that advance funds to the local area, the Lincoln Trail WDB will only send a copy of the updated budget.
- Upon receipt of the invoice and adjusted budget, each partner will review both documents and will submit allowable and approved payments to the Lincoln Trail WDB no later than thirty (30) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For partners that advance funds to the local area, the Lincoln Trail WDB may draw down funds for quarterly payments upon approval via email of the reconciled budget.
- Partners will communicate any disputes with costs in the invoice or the adjusted budget to the Lincoln Trail WDB in writing. The Lincoln Trail WDB will review the disputed cost items and respond accordingly to the partner and the Lincoln Trail WDB within ten (10) days of receipt of notice of the disputed costs. When necessary, the Lincoln Trail WDB will revise the invoice and the adjusted budget upon resolution of the dispute.

Infrastructure Funding Agreement

KCC-Lincoln Trail infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the KCC-Lincoln Trail-Elizabethtown (comprehensive), Lebanon, Bardstown, and Leitchfield (affiliate sites), including, but not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
- Technology to facilitate access to the KCC-Lincoln Trail, including technology used for the center's planning and outreach activities.

All parties to this MOU and IFA recognize that infrastructure costs are applicable to all required partners, whether they are physically located in the KCC-Lincoln Trail center(s) or not. Each partner's contributions to these costs, however, may vary, as

these contributions are based on the proportionate use and relative benefit received, consistent with the partner programs' authorizing laws and regulations and the Uniform Guidance.

Partners

Partners funding the costs of infrastructure according to this IFA are the same as identified in the partners section of the MOU.

Cost Allocation Methodology

All parties agree that the cost allocation methodology for this IFA will be the same as described in the Cost Allocation section of the MOU.

Cost Reconciliation and Allocation Base Update

All parties agree that the cost reconciliation and allocation base update for this IFA will be the same as described in the Cost Reconciliation and Allocation Base Update section of this MOU.

Steps to Reach Consensus

All parties agree that the steps to reach consensus for this IFA will be the same as described in the Steps to Reach Consensus section of this MOU. Partners will make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget, for the Lincoln Trail KCC network.

Dispute and Impasse Resolution

All parties will actively participate in local IFA negotiations in a good faith to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the process outlined in the Dispute Resolution section of the MOU must be followed.

If partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered.

Step 1: Notice of failure to reach consensus given to the Governor.

If the parties cannot reach consensus on methods of sufficiently funding a one-stop center's infrastructure costs and the amounts to be contributed by each local partner program, the Lincoln Trail WDB is required to notify the Governor.

Step 2: Negotiation materials provided to Governor:

The Lincoln Trail WDB Chair (or designee) must provide the appropriate and relevant materials and documents used in the negotiations to the Governor, preferably at the time of the notification of failure to reach consensus, but no later than five (5) business days thereafter. At a minimum, the Lincoln Trail WDB Chair (or designee) must provide to the Governor:

- The Lincoln Trail WIOA plan,
- The cost allocation methodology or methodologies proposed by the partners to be used in determining the proportionate share,
- The proposed amounts or budget to fund infrastructure costs,
- The amount of partner funds included,
- The types of funds (cash, non-cash, and third-party in-kind contributions) available (including all documentation on how partners valued non-cash and third-party in-kind contributions consistent with 2 CFR 200.306),
- Any proposed or agreed on KCC-Lincoln Trail budgets (for individual centers or a network of centers), and
- Any partially agreed upon, proposed, or draft IFAs.

The local WDB may also provide the Governor with additional materials that they or the Governor find to be appropriate.

Step 3: Governor Determination and Calculations

The Governor will:

- Determine one-stop center infrastructure budget(s),
- Establish cost allocation methodology(s),
- Determine partners' proportionate shares,
- Calculate statewide caps,
- Assess the aggregate total of infrastructure contributions as it relates to the statewide cap, and
- Adjust allocations.

Once all determinations and calculations are completed, the Governor will notify the Lincoln Trail WDB Chair (or designee) of the final decision and provide a revised IFA for execution by the parties.

Step 4: IFA Execution

The IFA becomes effective as of the date of signing by the final signatory.

Programs may appeal the Governor's determinations of their infrastructure cost contributions in accordance with the process established under 20 CFR 678.759, 34 CFR 361.750, and 34 CFR 463.750.

Modification Process

All parties agree to abide by the process for modification, as outlined in the Modification Process section of the MOU.

Effective Period

This IFA is entered into on July 1, 2019. This IFA will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2020, unless any of the reasons in the Termination Section of the MOU apply.

Definitions

One-Stop Delivery System

The one-stop delivery system (herein also referred to as the Lincoln Trail KCC network) brings together workforce development, educational and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improve long-term employment outcomes for individuals receiving assistance. One-stop partners administer separately funded programs as a set of integrated streamline services to customers. [20 CFR 678.300(a); 34 CFR 361.300(a) and 34 CFR 463.300(a)]

Required One-Stop Partners

Department of Labor

- WIOA title 1 programs:
 - Adult, Dislocated Worker, and Youth formula programs;
 - Job Corps;
 - YouthBuild;
 - Native American programs;
 - Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
- Wagner-Peyser Act Employment Services program authorized under the Wagner-Peyser Act (29 U.S. C. 49 et. seq.), as amended by WIOA title III;
- Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- Unemployment Compensation (UC) programs;
- Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.;

- Reentry Employment Opportunities (REO) program (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Change Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

Department of Education

- Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
- The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et. seq.), as amended by WIOA title IV;

Department of Housing and Urban Development

- Employment and training programs;

Department of Health and Human Services

- Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et. seq.); and
- Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et. seq.), unless exempted by the Governor under 20 CFR 678.405(b).

[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

Additional One-Stop Partners

Other entities that carry out a workforce development program including Federal, State, or Local programs, and other programs in the private sector, may serve as additional partners in the KCC network if the Local WDB and chief elected official approve the entity's participation.

Additional partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015 (o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et. seq.), and other appropriate Federal, State, or local programs,

including employment, education and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410, 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (p. 7)]

Infrastructure Costs

Non-personnel costs that are necessary for the general operation of the one-stop center, including but not limited to applicable facility costs (such as rent), costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. Common identifier costs may be considered as costs of one-stop infrastructure.

[WIOA sec. 121(h)(4); 20 CFR 678.700(a)-(b); 34 CFR 361.700(a)-(b); and 34 CFR 463.700(a)-(b)]

Additional Costs

Must include the costs of the provision of career services in Sec. 134(c)(2) applicable to each program consistent with partner program's applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200 and may include shared operating costs and shared services.

[WIOA Sec. 121(i)(1); 20 CFR 678.760(a); 34 CFR 361.760(a); 34 CFR 463.760(a) and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

Shared Operating Costs and Shared Services

Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop partners, and business services.

[WIOA Sec. 121(i)(2); 20 CFR 678.760(b); 34 CFR 361.760(b); 34 CFR 463.760(b) and [WIOA Sec. 121(i)(1); 20 CFR 678.760(a); 34 CFR 361.760(a); 34 CFR 463.760(a) and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

One-Stop Operating Budget

The one-stop operating budget of one-stop centers is the financial plan that the one-stop partners, the CLEO, and the Local WDB have agreed to in the MOU that will be used to achieve their goals of delivering services in a local area. The MOU must contain, among other things, provisions describing how the costs of shared services provided by the one-stop system and the operating costs of such system will be funded, including the infrastructure costs for the one-stop system (WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b)).

The one-stop operating budget may be considered the master budget that contains a set of individual budgets or components that consist of costs that are specifically identified in the statute: infrastructure costs, define in WIOA sec. 121(h)(4); and additional costs which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the one-stop delivery system and do not constitute infrastructure costs.

Infrastructure Funding Agreement (IFA)

The IFA contains the infrastructure costs budget that is an integral component of the overall one-stop operating budget. The other component of the one-stop operating budget consists of applicable career services, shared operating costs, and shared services, which are considered additional costs. While each of these components covers different cost categories, an operating budget would be incomplete if any of these cost categories were omitted, as all components are necessary to maintain a fully functioning and successful local one-stop delivery system. Therefore, the Departments strongly recommend that the local WDBs, one-stop partners, and CLEO(s) negotiate the IFA, along with additional costs when developing the operating budget for the local one-stop system. The overall one-stop budget must be included in the MOU. IFAs are a mandatory component of the local MOU, described in WIOA section 121(c) and 20 CFR 678.500 and 678.755. Similar to MOUs, the Local WDB may negotiate an umbrella IFA or individual IFAs for one or more of its one-stop centers.

The Departments also consider it essential that the IFA include the signatures of individuals with authority to bind the signatories to the IFA, including all one-stop partners, CLEO(s) and local WDB participating in the IFA.

Changes in the one-stop partners or an appeal by a one-stop partner's infrastructure cost contributions will require a renewal of the MOU.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 17-18, Attachment II)]

Funding Types

Cash

- Cash funds provided to the local WDB or its designee by one-stop partners, either directly or by an interagency transfer, or by a third party.

Non-Cash

- Expenditures incurred by one-stop partners on behalf of the one-stop center; and
- Non-cash contributions or goods or services contributed by a partner program and used by the one-stop center.

Third-party In-kind

- Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop partner to:
- Support the one-stop center in general; or
- Support the proportionate share of one-stop infrastructure costs of a specific partner.

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760, 34 CFR 463.720; and 34 CFR 463.760]

Allocation

Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

[2 CFR 200.4]

Cost Objective

Cost objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data area desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the non-Federal entity, a particular service or project, a Federal award, or an indirect (Facilities & Administration (F&A) cost activity, as described in Subpart E – Cost Principles of this Part. See also §§ 200.44 Final cost objective and 200.60 Intermediate cost objective.

[2 CFR 200.28]

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official. See page 7.

By signing my name below, I, Reecie Stagnolia,
certify that I have read and reviewed the above information. All of my questions
have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outline herein and agreement
with:

- MOU
- Operating Budget
- Infrastructure Funding Agreement (IFA)

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

- MOU
- Operating Budget
- Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered
an original, and that this MOU expires either:

- a. In three (3) years,
- b. Upon amendment, modification, or termination, or
- c. On June 30, 2022, whichever occurs earlier.

Signature

Date

Reecie Stagnolia, Executive Director

Printed Name and Title

Kentucky Office of Adult Education – Skills U

Agency Name

1024 Capital Center Drive, Suite 250, Frankfort KY 40601

Agency Contact Information

Authority and Signature

- ❖ **One completed, signed, and dated Authority and Signature page is required for each signatory official. See page 7.**

By signing my name below, I, Josh Benton,
certify that I have read and reviewed the above information. All of my questions
have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outline herein and agreement
with:

- MOU
- Operating Budget
- Infrastructure Funding Agreement (IFA)

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

- MOU
- Operating Budget
- Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered
an original, and that this MOU expires either:

- d. In three (3) years,
- e. Upon amendment, modification, or termination, or
- f. On June 30, 2022, whichever occurs earlier.

Signature Date

Josh Benton, Deputy Secretary
Printed Name and Title

Education and Workforce Development Cabinet
Agency Name

Authority and Signature

❖ **One completed, signed, and dated Authority and Signature page is required for each signatory official. See page 7.**

By signing my name below, I, Cora McNabb, certify that I have read and reviewed the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outline herein and agreement with:

- MOU
- Operating Budget
- Infrastructure Funding Agreement (IFA)

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

- MOU
- Operating Budget
- Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- g. In three (3) years,
- h. Upon amendment, modification, or termination, or
- i. On June 30, 2022, whichever occurs earlier.

Signature

Date

Cora McNabb, Executive Director

Printed Name and Title

Kentucky Office of Vocational Rehabilitation

Agency Name