

Attachment A: WIOA-MOU-IFA Template

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

Local Workforce Development Area:	TENCO
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Kentucky Career Center Operations

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 the Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area (LWDA): TENCO as required under WIOA.

WHEREAS, 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. The process ensures that all parties are fully informed and prepared for their roles and responsibilities.

WHEREAS, 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);

WHEREAS, WIOA Section 121(b)(1) identifies the federal programs and requires each program's services and activities to be 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 LWDA are required partners under WIOA Section 121(b)(1) and

WHEREAS, Per WIOA Section 121(a)(1) both required and additional partners are included as parties to the MOU. Therefore, all entities that participate in an LWDA'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 rules, state rules, local rules, and plans and policies as appropriate and authorized under the Partner's program and in keeping with federal guidelines;

Parties to the Agreement: Attachment A details all parties to the agreement.

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 by all applicable federal, state, and local laws, regulations, rules, policies, plans, and the terms of this MOU.
- B. **Chief Elected Official (CEO):** Identified in WIOA Section 3(9) as the chief elected officer of a unit of general local government in a regional area or the individual(s) designated under a local agreement pursuant to WIOA Section 107(c)(1)(B).
- C. **Career Services:** The services that 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 CFR 29638-29646, cost allocation is the measurement of actual costs about the benefit received to determine each Partner's fair share of KCC operating costs.
- E. **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.
- F. **Fiscal Agent:** An entity appointed by a local area's CEO by 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 the designation of a fiscal agent does not relieve the CEO from their liability for any misuse of grant funds.
- G. **Infrastructure Costs:** Non-personnel costs (i.e., rent, computers, phones, etc.) that are necessary for the general operation of the physical KCC, including:
- Rental/lease costs of facilities.
 - Costs of utilities and maintenance.
 - Equipment (including assessment-related products and assistive technology for individuals with disabilities).
- H. **Infrastructure Funding Agreement (IFA):** The LWDB needs one-stop partners to sign a WIOA IFA. This agreement describes how the American Job Center Network will fund common infrastructure. It requires partners to contribute infrastructure expenses according to one-stop center use and benefits—an agreement dividing local one-stop delivery system infrastructure, staff, and other costs among the relevant partners.
- I. **Governor's Kentucky Workforce Investment Board (KWIB):** Established by the Kentucky Governor under Executive Order 2009-438, dated May 12, 2009, 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.
- J. **In-Kind Contributions:** 66 CFR. 29638-29640 defines these types of contributions as donations from third parties that are not to be confused with contributions to the KCC by partner programs such 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 ongoing KCC delivery system operations. WIOA 121(c)(2)(A)(ii)(I).

- K. **Local Area:** A local workforce development area designated by the Governor under WIOA Section 106(c)(3)(A) and WIOA Section 107(c)(4)(B)(i)
- L. **Local Workforce Development Board (LWDB):** According to WIOA Section 107, the board created by the CEO is responsible for developing the regional plan and overseeing the workforce development activities in the local area.
- M. **Additional Partner:** Per WIOA 121 (b)(2), an entity that carries out a program not identified as required under WIOA, the LWDB and the CEO approve that, may be included as a KCC partner in a local area.
- N. **Memorandum of Understanding (MOU) Agreement Period:** The MOU must not be for a period to exceed three years. Additionally, per WIOA 121(c)(2)(A)(v), the duration of the MOU and the procedures for amending the MOU during the duration of the MOU, and assurances that such memorandum shall be reviewed not less than once every 3 years to ensure appropriate funding and delivery of services.
- O. **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.
- P. **Kentucky Career Center One-Stop Operator:** An entity or consortium of entities designated by WIOA Section 121(d) to operate a KCC site and to perform KCC service delivery activities by all applicable federal, state, and local laws, regulations, rules, policies, plans, and the terms of this MOU.
- Q. **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.
- R. **Resource Sharing:** Per 66 Fed. Reg. 29638-29640, Resource Sharing is the cash and/or resources each Partner will contribute to fund its fair share of the costs for operating the KCC system. This can include "in-kind" contributions from third parties to partner programs. The LWDB, CEO, and KCC partners may fund the infrastructure costs of KCCs through methods agreed on by the LWDB, CEO, and KCC partners through Resource Sharing.
- S. **Training Services:** Services to adults and dislocated workers as described in WIOA Section 134(c)(3). Per WIOA Section 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.
- T. **WIOA:** The Workforce Innovation and Opportunity (WIOA) Act amends the Workforce Investment Act of 1998 to strengthen the United States workforce development system through innovation in and alignment and improvement of employment, training, and education programs to promote individual and national economic growth, and for other purposes.
- U. **WIOA Local Plan:** This Memorandum of Understanding (MOU) serves as a formal agreement between the Local Workforce Development Boards (LWDBs) and partner organizations involved in the Kentucky Career Center (KCC) system. It outlines the responsibilities and agreements between partners in the KCC service delivery system, as mandated by the Workforce Innovation and Opportunity Act (WIOA). 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. In partnership with the chief elected official, the local board shall prepare and submit modifications to the local plan to reflect changes in the labor market and economic conditions or 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.

- V. **WIOA State Plan:** The term "State plan," used without further description, means a unified State plan under WIOA Section 102 or a combined State plan under WIOA 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) outlines the services and activities that must be provided through the KCC delivery system. The LWDBs, entrusted with the oversight of the KCC delivery system in each local area by WIOA Section 107 (d), are responsible for describing the system's activities and functions in the Local WIOA Plan, a testament to their trustworthiness and responsibility.
3. A list of the LWDA's KCC locations is detailed in Attachment B.

B. Administrative Structure

Administrative Structure is defined in Attachment C.

C. Workflow

A diagram that depicts the KCC customer workflow is included in Attachment D.

Article II: Agreement Period

- A. This MOU, effective from July 1, 2025, through June 30, 2028, reaffirms our commitment to maintaining appropriate funding and service delivery. This period will be used to review and ensure the continued effectiveness of our operations.

Article III: Partner Responsibilities

- A. WIOA Section 121 (b) lists the minimum responsibilities of all required partners under WIOA. For consistency, all Partners will assume the duties identified below unless inconsistent with the federal law and regulations that authorize the Partner program or as specified in this Article.
 1. Make career services provided under the Partner's program available to individuals through the LWDA's KCC delivery system by Article IV of this MOU.
 2. Participate in infrastructure cost-sharing activities as described in Article VI of this MOU and use a portion of funds made available to each Partner's program to the extent not inconsistent with the federal law that authorizes each partner program to:
 - a. Create and maintain the KCC delivery system; and
 - b. Provide career services per WIOA Section 134(c)(2).

3. Comply with the terms of this MOU throughout the Agreement period identified in Article II to participate as a KCC partner per WIOA Section 121(c).
 4. Participate in the operation of the KCC system by the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B).
 5. Required Partners must provide representation on the LWDA's LWDB per WIOA Section 121 (b)(1)(v). Additional partners may participate in the LWDA's LWDB with the agreement of the LWDA's LWDB members and CEO. However, when a program is administered by more than one entity in the LWDA, not every entity needs to provide representation on the LWDB. One entity may provide representation on the LWDB for the program.
- B. In addition to the minimum responsibilities required under WIOA as identified in Section A of Article III herein, Partner responsibilities include:
1. Provide service priority to veterans and covered spouses for any qualified job training program under the Jobs for Veterans Act as prescribed in 38 USC 4215.
 2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, policies, and plans applicable to parties in their respective roles under this MOU and consistent with each Partner's program regulations. Each Partner expressly agrees to notify LWDB of any changes to the rules governing its respective program that impact the Partner's performance under this MOU. LWDB will communicate any changes a partner reports to the KCC operators and other affected partners.
 3. Each Partner must ensure its staff members who work in the KCC comply with the KCC's 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. Each Partner must agree to the use of standard practices and procedures, forms and documents, software systems or applications, and other forms of media in the performance of KCC services, 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 LWDA'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, training, and employer services each Partner will provide to ensure that all parties' responsibilities are identified herein.
- B. The Kentucky Career Center Services document, incorporated hereto as Attachment K, lists, and describes the career, training, and employer services and the array of service delivery methods.
- C. Required Partner Services are detailed in Attachment E.
- D. Additional Partner Services are detailed in Attachment F.

Article V: Method of Referral

Under 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 herein will be performed using the methods detailed in Attachment G.

Article VI: Resource Sharing/Infrastructure Funding

A. Kentucky Career Center Resource Sharing/Infrastructure Requirements:

1. WIOA 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the KCC service delivery system be described in this MOU.
2. The methods described herein must be allowable under each Partner's respective program and all applicable federal and state rules, including the Office of Management and Budget (OMB) Circulars applicable to each Partner's type of organization. The MOU must identify:
 - a. The shared KCC costs.
 - b. The method(s) will determine each party's proportionate "fair" share of those costs, ensuring a fair and equitable distribution of financial responsibilities.
 - c. The method(s) 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 Budget Planning and Reconciliation Document, at this moment incorporated as Guidance Attachment B Budget Planning-Sample Excel Workbook for WIOA_ MOU_IFA herein. The methodologies that will be used to determine each party's fair share of KCC operating costs and to allocate each party's fair share are as follows:
 - a. Identification of Shared Costs;
 - b. Shared Costs Budget;
 - c. Proportionate Share and Cost Allocation;
 - d. Resource Sharing (may include cash contributions, contributions of staff time, equipment, and other resources; and
 - e. Resource Sharing Agreements.

C. Program Costs/Services:

1. Costs allowable under and allocable to more than one partner program may be considered shared costs allocated among the eligible partner programs, provided that the partner programs' governing statutes do not prohibit such action. The manner(s) in which the parties agree to address costs chargeable to more than one partner program must be described in this MOU.
2. All parties expressly agree to determine if a particular cost is chargeable to more than one partner program and to address expenses found to be chargeable to more than one Partner by the following:
 - a. Methodology to Determine Shared Service Costs: Attachment H herein; and
 - b. Treatment of Costs Chargeable to More than One Partner Program: Attachment I herein.

D. Budget Tracking:

1. All parties expressly understand and agree that the initial costs listed in the KCC Budget Planning and Reconciliation Document included as Guidance Attachment B Budget Planning- Sample Excel Workbook for WIOA_ MOU_IFA will be subject to change as actual costs are incurred and paid throughout the effective period of this MOU. 29 CFR Section 97.20(b)(4) requires a comparison of actual costs to budgeted costs. LWDBs agree to meet quarterly to reconcile actual costs incurred and adjust the budget accordingly by local written procedures and submit the actual expenditures to all partners quarterly.
2. Updates to the KCC Budget Planning and Reconciliation Document will not require an amendment to this MOU unless such updates reflect an increase in the total budget amount. Authorized representatives of LWDB, the CEO, and all affected partners will sign an amendment for this purpose. Once the amendment is fully executed, LWDB will ensure all partners receive a copy of the revised budget.
3. Any time the KCC Budget Planning and Reconciliation Document is modified, the LWDB must provide all parties with notice of the modification and a copy of the modified KCC Budget Planning and Reconciliation Document. The notice shall include a description of the modification, the effective date of the modification, and the reason(s) for the modification.

Article VII: Termination/Separation

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

1. All parties mutually agree in writing 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. The WIOA provisions that require this MOU and IFA are repealed, and the successive statute does not require this type of MOU and IFA. (This is subject to review pending WIOA Reauthorization)
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 partner may terminate its participation as a party to this MOU upon thirty (30) days' written notice to the LWDB. In such an event, the LWDB will provide written notice to all remaining partners and amend this MOU per Article VIII. Terminating one or more Partner's participation as a party will not result in the 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. Substantial changes include but are not limited to changes in one-stop partners and changes due to the election of a new CEO.
- C. **Effect of Termination:** Per WIOA Section 121, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the KCC system and will not be permitted to serve on the LWDB as a KCC partner representative.
- D. **Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the LWDA and 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. A formal amendment to this MOU per Article VIII will be required in such an event. The entity may continue as an additional partner if the LWDB, CEO, and the remaining partners mutually agree.

Article VIII: Amendment

- A. This MOU may be amended in writing, upon mutual agreement of the parties that is not inconsistent with federal, state, or local laws, regulations, rules, plans, 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.
 5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.
 6. WIOA provisions that require this MOU and IFA have been repealed or amended to the extent that an Amended MOU and IFA are necessary to comply with the successive statute or amended statute.
- B. All parties agree that amendments for the reasons listed in Article VIII, Section A (1) or (2) need only be signed by authorized representatives of the LWDB, the CEO, and the affected Partner (s). Amendments for the reasons listed in Article VIII, Section A (3), (4), (5), or (6) 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 proposed amended language or redaction;
 - d. The desired date for the amendment to be effective and
 - 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 give each party thirty (30) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated changes and submit a response to LWDB. Failure by a party to respond within the prescribed timeframe will be deemed the party's approval of the proposed changes.
 3. If a remaining party has questions and/or concerns regarding the proposed amendment, it must list them in writing and submit the list to LWDB within the specified timeframe.
 4. LWDB will review the listed questions/concerns and issue a written response to the party that submitted the list within fifteen (15) days of receipt. If LWDB deems it necessary, the listed questions/concerns will be sent to all other parties. They may meet with all parties to discuss the proposed changes and achieve consensus on a final amendment draft.
 5. Authorized representatives of the affected partners will sign the final, approved amendment draft, which will be submitted to LWDB for the final signature.
 6. Upon execution, LWDB will distribute copies of the fully executed amendment to all parties and the Department of Workforce Development (DWD) as the MOU oversight agency.
- C. The MOU constitutes the agreement among the parties to each party's role and responsibility in the LWDA's KCC service delivery system. All parties agree that any amendments to applicable laws or regulations cited herein will result in a correlating modification of this MOU without requiring 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. They also agree to ensure that their respective staff members reference or utilize the most current version of the MOU and attachments when performing their responsibilities under this MOU.
 - E. Amendments that will require the signatures of all parties must be executed no later than ninety (90) days before the end of the MOU period. Amendments that require only the signatures of the LWDB, the CEO, and the affected parties must be executed no later than forty-five (45) days from the end of the State Fiscal Year.

Article IX: Confidentiality

- A. All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information, including, but not limited to:
 1. 29 USC 2935(a)(4)-as amended by WIOA: Reports, Recordkeeping, Investigation;
 2. 29 U.S.C. 2871(f)(3)-as amended by WIOA: Regarding complying with confidentiality;

3. 20 CFR Part 603: Safeguards and security requirements regarding disclosed information under Unemployment Compensation;
 4. 42 U.S.C.503(d): Regarding state laws governing UI operations;
 5. 20 CFR 617.57(b): Regarding disclosure of information under the Trade Act;
 6. 29 U.S.C.A. 491-2(a)(2)-as amended under WIOA: Regarding information to be confidential under the Wagner Peyser Act;
 7. The Privacy Act (5 USC 552a);
 8. The Family Educational and Privacy Rights Act (20 USC 1232g);
 9. 34 CFR 361.38: Protection, use, and release of personal information of Vocational Rehabilitation Services participants;
 10. HIPAA: 45 CFR 164.500 – 164.534;
 11. KRS 194A.060 and KRS 205.175: Information regarding a public assistance applicant or recipient must be kept confidential and may not be released, except as authorized by law;
 12. KRS 341.190(3): Regarding use and disclosure of Unemployment Compensation records;
 13. 787 KAR 2:020 and KRS 151B.280(3): Regarding DWD-operated programs' confidentiality of employment and service records that directly or indirectly identify a client or former client;
 14. Kentucky Career Guidance 24-002: Handling and Protection of Personally Identifiable Information (PII)
 15. KRS 61.870 - 61.884: Regarding the release of and access to confidential personal information; and
 16. 2 CFR 200.303: Regarding reasonable measures to safeguard protected personally identifiable information.
- B. Each party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU as part of the KCC service delivery system.
- C. Each party will ensure that access to software systems and files under its control that contain personally identifiable information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities provided as part of the KCC service delivery system and who must access the information to perform those responsibilities. Each party expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.
- D. Each party will maintain a current list of authorized staff members to access personally identifiable information and will identify the types of data and data sources that the authorized staff members will access. Partners will submit a copy of the list to the individual responsible for maintaining confidential records to the LWDA's designee.

Article X: Impasse—Dispute Resolution

- A. For this MOU and KCC-related issues, each party agrees to participate in good-faith negotiations to reach a consensus. However, should a dispute arise among any parties to this MOU in talks to amend or renew this MOU, all parties agree to utilize the process cited below. The Executive Directors of applicable state agencies will designate an individual to negotiate and resolve any impasses involving state-level partners. All parties agree to enlist the process for the resolution of disputes detailed in the Impasse-Dispute Resolution incorporated hereto as Attachment J
- B. If all reasonable attempts to resolve the impasse at the local level are unsuccessful, the LWDB will report the stalemate to the Department for Workforce Development 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 by the Department for Workforce Development to resolve any impasse are unsuccessful, it may be enforced in court.

Article XI: Limitation of Liability

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any of its acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party to this MOU or by the employees of another party to this MOU

Article XII: General Provisions

The laws and regulations listed in Article XII generally apply to most publicly funded programs administered by the Department of Workforce Development. 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.** Article III B 1 states that each party agrees to provide priority service to veterans and covered spouses for any qualified job training program under 38 USC 4215.
- B. **Americans with Disabilities.** Each party, its officers, employees, members, and subcontractors at this moment affirm current and ongoing compliance with all statutes and regulations about 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.** Suppose any KCC activities require services to minors. In that case, each party agrees to comply with the Pro-Children Act of 1994, 20 USC 7183, which involves 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, daycare, library services, or education to children under the age of eighteen (18).
- D. **Drug-Free Workplace.** Each party, including but not limited to its officers, employees, members, subrecipient(s), any independent contractors, and field staff associated with this MOU, agree to comply with the Drug-Free Workplace Act, 41 USC 8101, et. seq., and all other applicable state and federal laws regarding a drug-free workplace and to make a reasonable faith effort to maintain a drug-free workplace. Each party will make a reasonable faith effort to ensure that none of its officers, employees, members, or subrecipient(s) will

purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or on public property.

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

Article XIII: Validity and Legal Disputes

All questions about 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 based on this MOU shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky. Each party agrees to bear attorney's fees, consultant fees, and costs associated with any dispute arising from this MOU or IFA.

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 XIV: Counterpart

This agreement may be executed in one or more than one counterpart. Each executed counterpart will be considered an original, provided that the counterpart is delivered either in hard copy or electronically, constituting the same agreement.

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**MEMORANDUM OF UNDERSTANDING
FOR**

Local Workforce Development Area:	TENCO
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KENTUCKY CAREER CENTER OPERATIONS

Signature Page

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

Chief Elected Official

LWDB Chairperson

Printed Name & Title

Printed Name & Title

Signature Date

Signature Date

***TENCO Administrative Entity/Fiscal Agent
Workforce Innovation and Opportunity Act***

Department for Community Based Services

Printed Name & Title

Printed Name & Title

Signature Date

Signature Date

Kentucky Labor Cabinet (Wagner Peyser, Migrant and Farmworker, Unemployment Insurance, Trade, Jobs for Veterans)

Printed Name & Title

Signature Date

Kentucky Office of Vocational Rehabilitation

Kentucky Office of Adult Education

Printed Name & Title

Printed Name & Title

Signature Date

Signature Date

Title V

Printed Name & Title

Signature Date

Printed Name & Title

Signature Date

Community Service Block Grant

Printed Name & Title

Signature Date

Printed Name & Title

Signature Date

Carl Perkins Career and Technical Education

Printed Name & Title

Signature Date

Native American Programs

Printed Name & Title

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Signature Date

Printed Name and Title

Signature Date

Kentucky Career Center Memorandum of Understanding

Attachments

Attachment A:	Parties to the Agreement
Attachment B:	Kentucky Career Centers (listing)
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Attachment D:	Workflow
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Attachment G:	Method of Referral
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Attachment I:	Treatment of Costs Chargeable to More than One Partner Program
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Attachment K:	Kentucky Career Center Services
Guidance	
Attachment B:	KCC Career Center Budget Planning and Reconciliation (Infrastructure Funding)

LWDB	TENCO
CEO Name(s)	Owen McNeill

Required Partners

Partner Name	Program	Program Authority
KY Adult Education (KEDC, MCTC, MSU)	WIOA Title II	Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II
Gateway Community Action Licking Valley Community Action Northern Kentucky Community Action	Community Services Block Grant	Community Services Block Grant Employment & Training Programs (42 USC 9901 <i>et seq.</i>)
Department of Housing and Urban Development (HUD)	N/A – not stationed in TENCO	Department of Housing and Urban Development (HUD) – Employment and Training Programs (WIOA 121 (b)(1)(B)(xi))
Ashland Community & Technical College Maysville Community & Technical College	Post-Secondary Vocational Education	Career & Technical Education Programs - Postsecondary Vocational Education – Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)
KY Office of Vocational Rehabilitation (OVR)	WIOA Title IV - Rehabilitation	Rehabilitation Act, Title I, Parts A & B – Rehabilitation Services Commission (29 USC 720)
KY Cabinet for Health and Family Services, Dept. for Community Based Services	SNAP EBT, KY Works (TANF) eligibility services	Social Security Act – Part A, Title IV (TANF) (42 USC 601 <i>et seq.</i>), subject to subparagraph (C)
Big Sandy Community Action Southwestern Community Action	Older Americans Act Title V – Senior Community Service Employment Program	Older Americans Act Title V – Senior Community Service Employment Program (SCSEP) (42 USC 3056)
KY Career Development Office (CDO)	Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA)	Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA) (19 USC 2271)
Office of Unemployment Insurance (OUI)	Unemployment Insurance (UI)	Unemployment Insurance (UI) – (5 USC 85) (ORC Chapter 4141)
KY Career Development Office (CDO)	WIOA Title III – Wagner-Peyser Act	WIOA Title III – Wagner-Peyser Act Programs (29 USC 49)
TENCO WDB	WIOA Title I – Adult, Dislocated Worker, and Youth Programs, One- Stop Operator	WIOA Title I – Adult, Dislocated Worker, and Youth Programs
KY Career Development Office (CDO)	Veteran's Workforce Programs	– Veteran's Workforce Programs – Chapter 41 of title 38, United States Code; WIOA 121(b)(1)(B)(viii)
Frenchburg Job Corps Civilian Conservation Center	WIOA Title I – Job Corps	WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901)
Migrant Worker Program	N/A – not stationed in TENCO	WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919)

Partner Name	Program	Program Authority
Youthbuild	N/A – not stationed in TENCO	WIOA Title 1 – Youthbuild – WIOA Section 171
Second Chance	N/A – not stationed in TENCO	Second Chance Act of 2007 programs, authorized under section 212 (42 USC 17532)
Native American Program	N/A – not stationed in TENCO	WIOA Title I – Native American Programs (29 USC 2911, 29 USC 2919)

Additional Partners

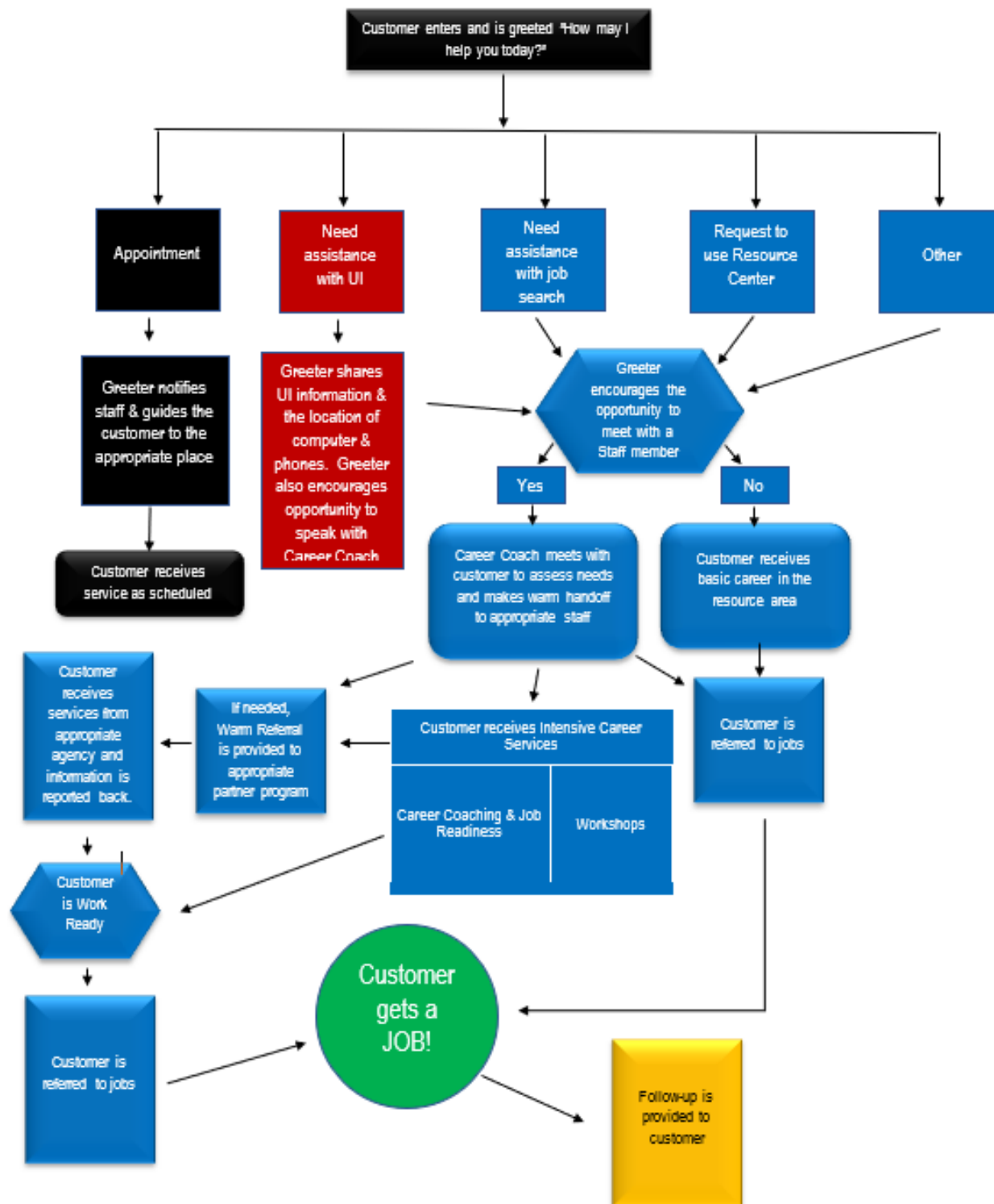
Partner Name	Program	Program Authority
N/A		

LWDA's KCC System consists of (#): 4 KCCs including:

Location Code	KY Career Center Name	Address	KCC Manager (if applicable)
1	Kentucky Career Center – Ashland	1844 Carter Avenue Ashland, KY 41101	Brittany Layne (One-Stop Operator)
2	Kentucky Career Center – Maysville	201 Government Street Maysville, KY 41056	Brittany Layne (One-Stop Operator)
3	Kentucky Career Center – Morehead	1225 US HWY 60 W, Ste 106 Morehead, KY 40351	Brittany Layne (One-Stop Operator)
4	Kentucky Career Center Access Point – Mt. Sterling	108 E Locust Street Mt. Sterling, KY 40353	Brittany Layne (One-Stop Operator)

B. Administrative Structure – Attachment C

		Entity Name & Contact	Address	Email
1.	State Workforce Agency	Department for Workforce Development Commissioner Michael Yoder	500 Metro Street, 4 th Floor Frankfort, KY 40621	Michael.yoder@ky.gov
2.	LWDB Chair	TENCO WDB Michael Thoroughman	201 Government Street Maysville, KY 41056	thoroughmanm@primaryplus.net
3.	Chief Elected Official	Judge Executive for Mason County Owen McNeill	221 Stanley Reed Street Maysville, KY 41056	masoncojudge@masoncountykentucky.us
4.	Fiscal Agent	Buffalo Trace Area Development District Kevin Cornette	201 Government Street Maysville, KY 41056	kcornette@btadd.com
5.	KCC Operator	Gateway Area Development District Brittany Layne	1225 US HWY 60 W, Ste 106 Morehead, KY 40351	Brittany.layne@ky.gov
6.	Administrative Entity	Buffalo Trace Area Development District Kevin Cornette	201 Government Street Maysville, KY 41056	kcornette@btadd.com



Required Partner Services
ATTACHMENT E

Partner Name	Program Name (From Attachment A)	Services (Enter Number from Attachment K)			Service Delivery Method (Attachment K)	Location Code (Attachment B)
		Career	Training	Employer		
KY Adult Education (KEDC, MCTC, MSU)	WIOA Title II	2, 4, 6, 8, 10, 11, 12, 13, 14, 16, 17, 19, 20, 23, 29, 39	1, 2, 4, 6	1, 2, 3, 4	C/PT	1, 3
Big Sandy Community Action	Older Americans Act Title V – Senior Community Service Employment Program	10, 15			PT	3
Gateway Community Action	Community Services Block Grant	22			C/Off	-
Licking Valley Community Action	Community Services Block Grant	22			C/Off	-
Northern Kentucky Community Action	Community Services Block Grant	22			C/Off	-
Southwestern Communication Action	Older Americans Act Title V – Senior Community Service Employment Program	21			PT	1
Ashland Community & Technical College	Post-Secondary Vocational Education	1, 2, 3, 6, 8, 9, 10, 11, 14, 23, 24	1, 3	1, 2, 3, 4	C/Off	-
Maysville Community & Technical College	Post-Secondary Vocational Education	1, 2, 3, 4, 6, 8, 9, 10, 14, 20, 23, 24, 39	1, 3, 4, 6, 7	1, 2, 3, 4	C/Off	-
KY Office of Vocational Rehabilitation (OVR)	WIOA Title IV - Rehabilitation	1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 24, 25, 26, 27, 28	1, 2, 3, 5	1, 2, 4	FT	1, 2, 3
KY Cabinet for Health and Family Services, Dept. for Community Based Services	SNAP EBT, KY Works (TANF) eligibility services	16, 22, 30, 31, 32, 33, 34, 35, 36, 37, 38			C/Off	-
KY Career Development Office (CDO)	Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA)	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 23, 29		2, 3, 4	FT	1, 3
	WIOA Title III – Wagner-Peyser Act					
	Veteran's Workforce Programs					

Office Of Unemployment Insurance (OUI)	Unemployment Insurance (UI)	7			C/Off	1, 3
GADD/Direct Service Provider for TENCO WDB	WIOA Title I – Adult, Dislocated Worker, and Youth Programs, One-Stop Operator	1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 24, 35, 39	2, 5	2, 3, 4	FT	1, 2, 3, 4
Frenchburg Job Corps Civilian Conservation Center	WIOA Title I – Job Corps	2, 3, 4, 10, 11, 14, 15, 20, 39	1, 6		C/Off	-

Required Partner Services: The table above identifies each required Partner's services and the method(s) of service delivery each Partner will use. The services are determined by the corresponding numbers for each service in the KCC Services Document, and the service delivery methods are identified by the codes listed in the KCC Services Document.

Additional Partner Services**ATTACHMENT F**

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

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 determined by the corresponding numbers listed for each service in the KCC Services document. The codes listed in the KCC Services Document identify the service delivery methods.

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

Partner Name	Program Name	Method of Access to Other Services
N/A		

	Service	ADULT ED	Big Sandy CAP	Gateway CAP	Licking Valley CAP	Northern KY CAP	Southwestern CAP	ACTC	MCTC	OVR	DCBS	Career Dev. Office (CDO)	Office of Unemployment (OUI)	GADD/DS Provider for TENCO WDB	Frenchburg Job Corps
	Basic Services														
1	Orientation to KCC Services							X	X	X		X		X	
2	Job Readiness	X						X	X	X		X		X	X
3	Job Referrals							X	X	X		X		X	X
4	Initial Assessment of Soft Skill Level	X							X	X		X		X	X
5	Labor Market Information									X		X		X	
6	Collect performance data on education and training	X						X	X	X		X		X	
7	Information on UI											X	X		
8	Financial Aid Information	X						X	X	X		X		X	
9	Access to Technology							X	X	X		X		X	
10	Workshops	X	X					X	X	X		X		X	X
	Individualized Services														
11	Career Counseling	X						X	X	X		X		X	X
12	Follow-up Services	X								X		X		X	
13	Community Resource Mapping	X								X		X		X	
14	Specialized Assessments	X						X	X	X		X		X	X
15	Individual Employment Plan		X							X		X		X	X
16	Case Management	X								X	X	X		X	
17	Out of Area Job Search	X								X		X		X	
18	Relocation Assistance													X	
19	Short-Term Pre-Vocational Services	X								X				X	
20	GED Assistance	X							X	X					X
21	Supportive Services						X			X				X	
22	Needs Related Payments			X	X	X					X				
23	Computer/Technology Literacy Training	X						X	X			X			
24	Opportunities for Internships/Work Experiences							X	X	X				X	
25	Orientation & Mobility									X					
26	Bioptic Drivers Training									X					
27	Assistive Technology									X					
28	Independent Living									X					
29	Reentry Services to recently released from Incarceration; i.e., Expungement Workshops	X										X			
30	SNAP										X				
31	Medicaid										X				
32	Medicare Savings Plan										X				
33	KTAP (TANIF)										X				
34	Assistance with Long Term Care Payments (Nursing Facilities)										X				
35	Child Care Assistance										X			X	
36	Child & Adult Protective Services										X				
37	Supportive Services for KY Works										X				
38	ABAWD (transportation only)										X				
39	Career Pathway Services	X							X					X	X
40	Credit for Prior Learning														

	Service	ADULT ED	Big Sandy CAP	Gateway CAP	Licking Valley CAP	Northern KY CAP	Southwestern CAP	ACTC	MCTC	OVR	DCBS	Career Dev. Office (CDO)	Office of Unemployment (OUI)	GADD/DS Provider for TENCO WDB	Frenchburg Job Corps
	Training Services														
1	Occupational Skills Training	X						X	X	X					X
2	Occupational Skills Training Funding	X								X				X	
3	Entrepreneurial Training							X	X	X					
4	Basic Skills Remediation	X							X						
5	Funding for OJT									X				X	
6	Academic Pathway Services	X							X						X
7	Credit for Prior Learning								X						
	Employer Services														
1	Customized Training for Businesses	X						X	X	X					
2	Job Fairs	X						X	X	X		X		X	
3	Recruitment/Hiring Events	X						X	X			X		X	
4	Rapid Response	X						X	X	X		X		X	

Referrals to partner agencies are vital in providing holistic customer-centric services, leveraging resources, and ensuring non-duplication of services.

Referrals may be made based on needs identified through assessments completed by any partner of the Kentucky Career Center – TENCO. The Career Development Office (CDO) and the WIOA staff will document incoming and outgoing referrals to/from partner agencies through the state approved case management system.

When possible, the referring agency will directly contact the partnering agency to assist the customer in scheduling an appointment. When making non-direct referrals such as through an email, the referring staff member will include the name and contact information of the referring agency, name of the individual making the referral and the date of the referral, the customer's name and contact information, and for what service the person is being referred.

CDO, Vocational Rehabilitation, and WIOA Adult/DW/Y programs shall follow-up with referrals made to outside agencies within seven (7) days of the referral and shall document outcomes of the referral.

Referral and outcomes of referrals shall be maintained in the customer file (electronic or hard copy). If the agency does not have customer files, the agency shall maintain an easily accessible electronic and/or master file with documentation of referrals, such as how many referrals were received each month and from what agency the referral originated.

Agencies participating in this Memorandum of Understanding agree to provide information to the Career Center Operator on referrals received from and provided to partner agencies. As specified in the Workforce Innovation and Opportunity Act, the TENCO Workforce Development Board (WDB) provides general oversight for the Kentucky Career Centers – TENCO. The above-mentioned information will be utilized by the TENCO WBD to document partnership and leveraged resources.

Cost Allocation Methodology

All Partners in the TENCO WDA are physically co-located in the one-stop center(s) as outlined in the Partner On-Site Representation Schedule (Appendix D) section of the MOU, with the following exceptions:

- Career and technical education programs
- CSBG employment and training programs
- Native American programs
- Reentry programs
- Temporary Assistance for Needy Families
- Unemployment Insurance

These partners/programs have services linked virtually through online access to a program staff member via Kentucky Career Center – TENCO resource rooms and through cross-trained front desk staff, and other, physically, co-located, partner staff who can provide information and referrals.

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

Cost Reconciliation and Allocation Base Update

All Parties agree that a quarterly reconciliation of budgeted and actual costs will be completed in accordance with the following processes:

- Partners will provide the TENCO WDB Fiscal Agent with the following information no later than thirty (30) days after the end of the quarter:
 - Annual cost information and documentation of the actual costs,
 - Updated staffing information.
- Upon receipt of the above information, the TENCO WDB Fiscal Agent 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.
 - Prepare an updated budget document showing cost adjustments and will prepare an invoice for each Partner.
 - Submit the invoices to the Partners and send a copy of the updated budget to all Parties no later than sixty (60) days after the quarter. The Partners understand the timeliness of the TENCO WDB's preparation and submission of invoices and adjusted budgets is contingent upon the timeliness and each Partner in providing the necessary cost information.
 - Upon receipt of the invoice and adjusted budget, each Partner will review and submit a plan to reconcile through purchases or in-kind contribution.
 - Partners will communicate any disputes with costs in the invoice or adjusted budget to the TENCO WDB Fiscal Agent in writing. The TENCO WDB Fiscal

Agent will review the disputed cost items and respond accordingly to the Partner within ten (10) days of receipt of notice of the disputed costs. When necessary, the TENCO WDB Fiscal Agent will revise the invoice and the adjusted budget upon resolution of the dispute.

All Parties agree that all shared costs associated with this Memorandum of Understanding (MOU) are outlined in the Infrastructure Funding Agreement (IFA). The IFA provides a detailed breakdown of cost allocations, funding responsibilities, and payment terms to ensure transparency and equitable distribution of expenses. All financial commitments under this MOU shall be governed by the terms set forth in the IFA, and any modifications to shared costs shall require mutual agreement in writing by the Parties.

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

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

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

Career Services: Career Services offered through the KCC include:

1. Orientation to KCC Services
2. Job Readiness
3. Job Referrals
4. Initial Assessment of Soft Skill Level
5. Labor Market Information
6. Collect performance data on education and training
7. Information on UI
8. Financial Aid Information
9. Access to Technology
10. Workshops
11. Career Counseling
12. Follow-Up Services
13. Community Resource Mapping
14. Specialized Assessments
15. Individual Employment Plan
16. Case Management
17. Out of Area Job Search
18. Relocation Assistance
19. Short-Term Pre-Vocational Services
20. GED Assistance
21. Supportive Services
22. Needs Related Payments
23. Computer/Technology Literacy Training
24. Opportunities for Internships/Work Experiences
25. Orientation and Mobility Training
26. Bioptic Drivers Training
27. Assistive Technology
28. Independent Living
29. Reentry Services to those recently released from incarceration such as Expungement Workshops
30. SNAP
31. Medicaid
32. Medicare Savings Plan
33. KTAP (TANIF)
34. Assistance with Long Term Care Payments (Nursing Facilities)

35. Child Care Assistance
36. Child and Adult Protective Services
37. Supportive Services for KY Works Program
38. ABAWD (transportation only) clients
39. Academic/Career Pathway Services
40. Credit for Prior Learning

Training Services: Training Services offered through the KCC include:

1. Occupation Skills Training
2. Occupation Skills Training Funding
3. Entrepreneurial Training
4. Basic Skills Remediation
5. Funding for OJT
6. Academic/Career Pathway Services
7. Credit for Prior Learning

Employer Services: KCC services offered to employers include:

1. Customized Training for Businesses
2. Job Fairs
3. Recruitment/Hiring Events
4. Rapid Response

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
B	Brochure/Handout
P	Posting at One-Stop Center
O	Other
NA	Not Applicable