

FULTON WORKFORCE DEVELOPMENT BOARD MEETING

75 5TH ST NW #150

ATLANTA, GA 30332

AUGUST 15, 2023 – 8:00 A.M.

AGENDA

- | | | |
|-------------|--|--------------------------------|
| I. | CALL TO ORDER | Alexis Leonard |
| II. | ROLL CALL | Alexis Leonard |
| III. | PUBLIC ACCESS | Citizen Comments |
| IV. | REGULAR AGENDA | |
| | <ul style="list-style-type: none">• ACTION ITEM: Approve Agenda• ACTION ITEM: Adopt Previous LWDB Minutes – 5/16/2023 | |
| V. | COMMITTEE REPORTS | |
| | PERFORMANCE & ACCOUNTABILITY | Stephanie Rooks |
| | <ul style="list-style-type: none">• ACTION ITEM: Approve Comprehensive and Affiliate One-Stop MOU | |
| | YOUTH | Yulonda Darden-Beauford |
| | FINANCE | Mariska Angall |
| | <ul style="list-style-type: none">• ACTION ITEM: Approve PY23 Budget | |
| | STRATEGIC PARTNERSHIPS & OUTREACH | Amelia Nickerson |
| | EXECUTIVE COMMITTEE | Andy Macke |
| VI. | DIRECTORS REPORT | Brett Lacy |

VII. PROGRAM PRESENTATIONS

Discussion: Georgia QuickStart

**Rodger Brown and Ellie
Hensley**

VIII. CLOSING REMARKS AND ADJOURNMENT

AGENDA IS SUBJECT TO CHANGE

****An Executive Committee Meeting will be held in the event there is not a Quorum of the Full Board****

MEETING TITLE: Fulton County Workforce Development Board Meeting
MEETING DATE: Tuesday, May 16, 2023 **MEETING TIME:** 8:00 A.M.
LOCATION: 3667 Main St. College Park, GA 30337
MEETING SCRIBE: Alexis Leonard **EMAIL:** alexis.leonard@fultoncountyga.gov

BOARD MEMBERS ATTENDANCE:

Bell, Mike: Absent	Ganesh, Bala: Absent	Ruder, Alex: Present
Boatright, Kali: Excused Absence	Johnson, Rich: Absent	Russell, Shar'ron- Proxy: Huckabee, Teresa
Bremer, Karen: Present	Macke, Andy: Present	Schofield, Kim: Absent
Butler, David: Present	McFarlane, Kari: Absent	Taggart Jr., Marshall: Present
Cook, Tom: Absent	Nickerson, Amelia: Present	Wences, Juan: Absent
Darden Beauford, Yulonda: Present	Noyes, Brian: Present	
Dover, Sanquinetta: Present	Rooks, Stephanie: Excused Absence	

1. Call to Order

Meeting called to order by Chairperson, A. Macke at 8:08 A.M.

2. Roll Call:

Roll call by A. Leonard, LWDB Board Liaison. The presence of quorum was met.

3. Opening and Introductions

Chairperson A. Macke opened the board meeting welcoming all attendees.

4. Public Comment

No Public comments.

5. Regular Agenda

I. Regular Agenda:

The WorkSource Fulton LWDB Agenda Draft was provided to the board for review- reference meeting packet for the document. Chairperson A. Macke requested a motion to accept the regular agenda.

Motioned: S. Dover

Seconded: A. Nickerson

Required Action: N/A

Motion Acceptance/Declination: The motion was approved to adopt the agenda as presented by a unanimous vote. All in favor. No oppositions. No abstentions. The motion carried, accepting the regular agenda as presented.

II. Adoption of February 15, 2023, LWDB Meeting Minutes:

The WorkSource Fulton LWDB February 15, 2023, Meeting Minute Draft was provided to the board for review- reference meeting packet for the document. Chairperson A. Macke requested a motion to accept the February 15, 2023, LWDB Meeting Minutes.

Required Action: N/A

Motioned: S. Dover

Seconded: B. Noyes

Motion Acceptance/Declination: The motion was approved to adopt the February 15, 2023. LWDB Meeting Minutes as presented by a unanimous vote. All in favor. No oppositions. No abstentions. The motion carried, accepting the adoption of the February 15, 2023. LWDB Meeting Minutes as presented.

6. Committee Reports and Recommendations

Performance & Accountability Committee:

No report.

Youth Committee:

Y. Darden Beauford, Chairperson of the Youth Standing Committee report, provided the committee report.

Finance Committee Report:

M. Angall, Financial Systems Manager, provided the Finance Committee report.

Approve Transfer of DW Funds to Adult - \$:237,871.00

Due to the increased need for Adult program funding, a transfer of funds is requested. The transfer request is for \$237,871.00 and the funds expire on A funding transfer request form was provided to the board for review. Reference meeting packet for the document. Chairperson Macke requested a motion to approve the Transfer of DW Funds to Adult - \$237,871.00.

Required Action: N/A

Motioned: S. Dover **Seconded:** Y. Darden Beauford

Motion Acceptance/Declination: The motion was approved to Transfer of DW Funds to Adult - \$237,871.00 as presented by a unanimous vote. All in favor. No oppositions. No abstentions. The motion carried approving the Transfer of DW Funds to Adult - \$.237,871.00

Strategic Partnerships and Outreach Committee:

A. Nickerson, Chairperson of the Strategic Partnerships and Outreach Committee, provided the committee report.

Executive Committee:

B. Lacy, Deputy Director, provided the Executive Committee Report.

Approve One-Stop Certification

The revised One-Stop Certification was provided to the board for review- reference meeting packet for the document. Chairperson A. Macke requested a motion to adopt the updated Bylaws.

Motioned: S. Dover **Seconded:** R. Johnson

Required Action: N/A

Motion Acceptance/Declination: The motion was accepted to approve the One-Stop Certification as presented by a unanimous vote. All in favor. No oppositions. No abstentions. The motion carried approving the One-Stop Certification as presented.

Approve Time-Keeping Policies

The Time-Keeping Policies were provided to the board for review- reference meeting packet for the documents. Chairperson A. Macke requested a motion to adopt the Time-Keeping Policies.

Motioned: S. Dover **Seconded:** Y. Darden Beauford

Required Action: N/A

Motion Acceptance/Declination: The motion was accepted to adopt Time-Keeping Policies as presented by a unanimous vote. All in favor. No oppositions. No abstentions. The motion carried accepting Time-Keeping Policies as presented.

7. Director's Report

B. Lacy, Deputy Director, provided the Director's report.

8. Program Presentation

B. Dorelus provided a report on the Aerotropolis Atlanta

9. Closing Remarks and Adjournment

The next meeting is scheduled for August 15, 2023. The location will be determined at a later date, and provided to the board in advance.

Meeting adjourned.

DRAFT

WORKFORCE INNOVATION AND
OPPORTUNITY ACT

MEMORANDUM OF UNDERSTANDING

Between

FULTON COUNTY
by and on behalf of
WorkSource Fulton

a/k/a The Fulton County Local Workforce Development Board (“LWDB”)

&

PARTNER AGENCIES

—2023-2024

MEMORANDUM OF UNDERSTANDING

WorkSource Fulton One-Stop Delivery System

This Memorandum of Understanding (hereinafter “MOU”) is entered into by and between **Fulton County, Georgia, acting through the Chairman of the Fulton County Board of Commissioners as its Chief Local Elected Official** (hereinafter, “CLEO”), and **WorkSource Fulton**, a/k/a the Fulton County Local Workforce Development Board (“LWDB”), and the Partner Agencies (hereinafter “Partners”), listed below.

WHEREAS, on July 22, 2014, the WIOA was signed into law. WIOA is designed to assist job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

WHEREAS, within the Fulton County workforce area, which are areas within Fulton County, Georgia, outside of the City of Atlanta, the WorkSource Fulton (a/k/a the LWDB, with the agreement of the CLEO, is required by the WIOA to develop and enter into a MOU with each One-Stop Partner that describes the operation of the “One-Stop Delivery System” in the workforce area including how services will be coordinated and how shared services and infrastructure costs will be funded.

WHEREAS, the services and obligation of each Partner is set forth in more detail in the pertaining to an Infrastructure Funding and Shared Services Agreement (hereinafter “IFA”), attached hereto as Exhibit “A,” the Operating Budget, attached hereto as Exhibit “B,” and the Services, attached hereto as Exhibit “C,” which are incorporated herein by reference.

NOW, THEREFORE, for and in consideration of the mutual obligations of and benefits to each Party, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Partners hereto agree as follows:

- 1. Parties:** The Parties to this MOU are the following Partners:
 - (a) WorkSource Fulton, a/k/a the Fulton County Local Workforce Development Board (“LWDB”);
 - (b) Fulton County Board of Commissioners, through its Chief Elected Official (CLEO);
 - (c) Georgia Department of Labor (GDOL);
 - (d) Gwinnett Technical College Perkins grantee (GTC);
 - (e) Gwinnett Technical College Adult Education Department (GTC-AED);
 - (f) Georgia Vocational Rehabilitation Agency (GVRA);
 - (g) Atlanta Technical College Perkins grantee (ATC);
 - (h) Atlanta Technical College Adult Education Department (ATC-AED)
 - (i) Goodwill Industries of North Georgia, Inc. (Goodwill)

(j) Technical College System of Georgia – Office of Workforce Development
(TCSG OWD)

Nothing herein shall be construed as the parties entering into a formal partnership relationship with all of the attributes, obligations, conditions or liabilities stemming therefrom.

The WorkSource Fulton One-Stop Operator is:

Equus Workforce Solutions®

The WorkSource Fulton sourced for a one-stop operator through a competitive process in accordance with the Uniform Guidance 1, WIOA and its implementing regulations, and local procurement laws and regulations. All documentation for the competitive one-stop operator procurement and selection process is published and may be viewed on the Fulton County website at: <http://www.fultoncountyga.gov/Apps/bidboard/MainSearchPage.php>.

The One-Stop operator is under contract for a one (1) year period with three (3) one-year extensions available. Functional details are outlined in the Roles and Responsibilities of the Partners section of the IFA, under One-Stop Operator.

WorkSource Fulton One Stop Career Center is:

South Fulton Career Center

Address: 5600 Stonewall Tell Road, Suite 201
College Park, Georgia 30349

Main Phone: 404.613.6800

The Administrative Office is located at:

Address: 141 Pryor Street, SW, Room 2052
Atlanta, GA 30303

Main Phone: 404.612-8338

WorkSource Fulton operates an Affiliate site at the North Fulton Service Center, 7741 Roswell Road, Sandy Springs, GA 30350, which is operated under a separate, Affiliate-only MOU and IFA.

The information in Section 1 may be updated as necessary by giving written notice to all Partners to this MOU.

- Purpose:** The purpose of the MOU is to establish an agreement between the above Partners regarding their respective roles, responsibilities and payment for implementation of a One-Stop Delivery System that will provide workforce related services and assistance to residents and businesses in Fulton County, outside of the City of Atlanta. This MOU seeks to coordinate resources, prevent duplication of effort, and ensure effective delivery of workforce services in Fulton County, outside of the City of Atlanta. The One-Stop Delivery System is being implemented in concert with the WIOA, and shall be consistent with the provisions of that federal legislation, as

well as guidelines issued by the Technical College System of Georgia Office of Workforce Development (TCSG OWD). The MOU will be reviewed and modified periodically by Fulton County when Partner roles, responsibilities, and payment for implementation of a One-Stop Delivery System occur to ensure equitable benefit among all Partners. This MOU describe the ways in which the Partners will use their resources to better serve their customers through an integrated and coordinated service delivery system under the provisions of the WIOA. By executing this MOU, the Partners agree to abide by the terms, conditions, goals, policies, principles and regulations of WIOA. The Partners enter into this MOU in a spirit of cooperation, with the understanding that the development and implementation of the coordinated service delivery system will require mutual trust, timely reimbursement/payment, and teamwork on the part of each party.

a. This MOU delineates the following provisions for the coordination of services to WIOA participants under the One Stop Career Center:

- Details the purpose and goals of the One Stop system.
- Describes the One Stop System Design.
- Details each partner's available services.
- Describes the roles and responsibilities of each partner.
- Details expectations around operational protocols during emergencies.
- Provides for timely payment/reimbursement by the Partners.

b. This MOU reflects a commitment by all of the Partners to the following shared principles:

- Support a common vision.
- Establish and support common goals.
- Be held accountable for upholding our role.
- Engage in continued mutual dialogue to enhance the partnership.
- Maintain free and open communication among members.
- Reach an understanding of each member's contribution and interface each agency's assets for the strengthening of the whole.
- Commit staff time and other resources to facilitate the delivery of One Stop Services under WIOA.
- Delivery of service and management of staff to encourage a high performing workplace.

c. This MOU reflects a commitment by all of the Partners to the following shared goals:

Increased Access

The One-Stop system will provide increased access to the federally funded services of the required Partners' programs for low-income adults and youth who have limited skills, lack work experience, and face other

barriers to economic success.

Direct access shall be provided through co-location and electronic contact to Partner staff assigned to One Stop operations. Specific direct linkage method is identified in partner's delineation of provided services in the resource sharing section of the attached Infrastructure Sharing Agreement. Each Partner agrees to establish direct telephone or in-person connection with the One-Stop Career Center during normal business hours.

One-Stop Approach

All required Partners' programs will be available through either dedicated staff or telephone or in-person connection during normal business hours. Cross training of staff will ensure that all services shall be delivered using an integrated, seamless approach such that customers are unaware of the participation of multiple Partners.

Flow of Services

- Customers sign-in at entry into One-Stop Career Center.
- Customers complete Intake Form for initial capture of information and identification of desired services.
- Reception staff evaluates Customer's Intake Form and engages Customer to identify the best referral and direction of services.
- Reception staff assists Customers to desired services and makes appropriate referrals.

Referral of Services

- Partners shall utilize a standard referral form with the goal of maximizing customer service, reducing duplication of services, and streamlining access.
- Reception staff shall direct customer to co-located partner staff or to direct linkage point as appropriate.
- When an out of Center follow up is necessary, the Reception staff shall complete a referral form and provide to customer to give to partner.

Greater State and Local Flexibility

With the integration of services through a one-stop delivery system, local entities and Partners will have the flexibility to implement innovative programming comprising a comprehensive workforce delivery system.

Greater Accountability

All Partners commit to ensure high quality customer service through a customer-centered design approach to program delivery. The design and management of the One-Stop Career Center and the delivery of services will be responsive to the needs of the customer. Customer satisfaction will be a key measure of accountability.

- All Partners will proportionately share the operating costs of the One-Stop Career Center and the One-Stop Operator. Further, all Partners will supply required information and participate in periodic reconciliations against actual costs incurred such that shared services budget may be adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the One-Stop Career Center.
 - All Partners will share data and technology.
 - All Partners will utilize IDs and passwords for all electronic equipment and no IDs or passwords will be shared. Further, all personally identifiable information collected from customers shall be kept in secure locations and sharing of this information shall be governed by applicable law and regulations, customer release and written partner agreements. All Partners will comply with the confidentiality provisions of the respective statutes of the One Stop Partners.
 - All Partners will comply with Americans with Disability Act (ADA) physical and programmatic access requirements.
- d. The Partners further agree that difficulties arising from differences in organizational practices and philosophies between the Partners must be addressed in good faith. In order to address such difficulties, all Partners agree to participate in an integrated management consortium that will develop a Procedures, Policies, and Operational Manual for the Center.
3. **Duration/Withdrawal/Non-appropriation:** Subject to the appropriation of necessary funds, this MOU shall be effective from July 1, 2023 through June 30, 2024, with three (3) one (1) year optional renewals, subject to the appropriation of necessary funding by each Partner yearly. All Partners to this MOU agree that such MOU shall be reviewed not less than once every 12 month period to ensure that an appropriate funding mechanism is in place and the delivery of services are being provided adequately.

This MOU supersedes all prior and contemporaneous understandings and conditions, oral or written, expressed or implied, respecting the subject matter thereof.

Any Partner may withdraw from this MOU for any reason by giving thirty (30) days' written notice. Should any Partner withdraw from this MOU, this MOU shall remain in effect with respect to the remaining Partners. Notice of withdrawal shall be given by any Partner who seeks to withdraw to the WorkSource Fulton. The WorkSource Fulton

will disseminate such notice to all Partners listed in Section 1 of this MOU including any Partners added through any information updates received.

Pursuant to O.C.G.A. § 50-5-64 and O.C.G.A. § 36-60-13, this MOU shall not be deemed to create a debt of the State or for Fulton County for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. Further pursuant to O.C.G.A. § 50-5-64 and O.C.G.A. § 36-60-13, the MOU will terminate immediately if the State Entity or Fulton County determines that adequate funds are de-appropriated such that the State Entity or Fulton County cannot fulfill its obligations under the MOU, which determination is at the State Entity's with respect to its funding or at Fulton County's discretion with respect to its funding and shall be conclusive.

- 4. Modification and Assignment:** Any Partner may request in writing an amendment to this MOU through the Local Workforce Development Board ("LWDB"). This MOU may be modified at any time by written agreement of the Partners. To be valid, any modification must be in writing, signed and dated by all Partners. Assignment of responsibilities under this MOU by any of the Partners shall be effective upon written notice to all of the other Partners.
- 5. Termination:** Anything contained herein to the contrary notwithstanding, Fulton County may terminate the MOU as to any individual Partner For Cause prior to the expiration of the term if the Partner commits a material breach of the MOU and fails to cure said breach to Fulton County's satisfaction after receiving thirty (30) days written notice; or Without Cause as to any individual Partner or as to all Partners prior to expiration of the term if Fulton County gives six (6) months prior written notice to all Partners.
- 6. Allocation of Shared Costs:** All shared costs shall be reconciled quarterly to ensure accurately proportioned allocation among the Partners. Said reconciliation shall be completed by the fourth Wednesday of the first month of the subsequent quarter for the previous quarter. The base line budget for the first year of the contract is set forth in Exhibit "B," attached hereto and incorporated by reference. All partners shall provide timely payments on an annual basis upon being invoiced.
- 7. One-Stop System Description:** Delivery of Adult, Dislocated Worker and Youth services shall be provided by the WorkSource Fulton. A One-Stop Operator shall provide coordination of all required Partners within the One-Stop Center as set forth in the One-Shop Operator contract, to include, but not limited to the services set forth in this MOU and in Exhibit "C" to this MOU, attached hereto and incorporated by reference.
- 8. Services:** The Partners are to provide the services included hereto and as set forth in the Infrastructure Funding and Shared Services Agreement (Exhibit "A") and the services set forth in Exhibit "C", attached hereto and incorporated by reference.

- 9. Affiliate Sites and Access Points:** The One-Stop system in Local Area 6 will include affiliate sites and access points. The Partners will seek to combine available resources to meet the needs of the customers, employers, job seekers and youth across the Fulton County service area.
- 10. Marketing:** The Partners to this MOU agree to participate in collaborative awareness programming to inform customers and the community of the services available through the One- Stop delivery system. This programming may include:
- Web site content.
 - Public information and education workshops and/or sessions.
 - Brochures and flyers.
 - Television/radiocommercials.
 - Public-service television/radio commercials.
 - Print media advertising.
 - Press releases.
 - Public relations events.
- 11. Infrastructure Funding and Shared Services Agreement:** The Partners agree that the Infrastructure Agreement (IFA), with its shared services component reflects each Partner's fair share costs utilizing the State's proscribed Local Negotiations Guidelines and taking into consideration the respective services provided by each Partner. The IFA is incorporated herein by reference. Each Partner agrees to submit their share of the costs timely upon being invoiced by the County. Failure to make timely payments shall be a material breach of this MOU. The baseline cost of the first year [2022-2023] of the MOU is attached hereto as Exhibit "B." Exhibit "B" will be updated annually upon the optional renewal of the MOU and presented to all necessary parties in a timely manner. Further, said IFA shall be for one (1) year and may change as the Partner's resources change. The revision, modification and/or expiration of any IFA that references this MOU shall not affect the validity of this MOU. The Partners agree to make timely payments to the County upon being invoiced by the County on an annual basis.

Should the Partners to this MOU fail to reach agreement on required cost sharing for One-Stop operations as set forth in the attached IFA, the Partners agree to adhere to the State Infrastructure Funding Mechanism. Should a One-Stop Partner appeal any application of the State Infrastructure Funding Mechanism outcomes using the State-provided appeal process and the IFA will be updated to reflect the final One-Stop system partner's contributions subject to the outcome of the partner's appeal.

Effective Date of the Partners' Payment obligations for Infrastructure and Service Sharing Costs: Notwithstanding any other provisions of this MOU, the effective date of each Partner's obligation to pay the shared costs, commences July 1st of the Program Year in which a Partner executes this MOU, unless otherwise agreed upon by the Parties to this MOU. A "Program Year" shall begin July 1st of each year and end on June 30th of the following year. As

an example, if a Partner executes this MOU on February 10, 2024, the Partner shall be liable for the infrastructure and service sharing costs accrued from July 1, 2023, through February 10, 2024.

- 12. Non-Discrimination and Equal Opportunity:** All Partners to this MOU certify that they adhere to applicable non-discrimination and equal opportunity laws and provision and that they are equal opportunity employers. All Partners certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Partners specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

All Partners agree to participate in and provide documentation of annual staff development to ensure that all staff are properly trained in non-discrimination and equal opportunity compliance.

The role of the Equal Opportunity Officer at the local level is critical to local and state compliance with Equal Opportunity laws and regulations. Their oversight of local programs and resolution of complaints minimizes costly litigations and enhances the delivery of equitable services.

- 13. Priority of Service:** All Partners 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)(3)(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.
- 14. Confidentiality:** Partners to this MOU agree to comply with the provisions of WIOA and applicable, respective statute requirements of One-Stop Partners to assure the following:

- a. All Partners 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 and O.C.G.A. § 34-8-120, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations such as the Georgia Open Records Act (O.C.G.A. 50-18-70 et seq.). 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 Partners.
- b. Each Partner will ensure that the collection and use of any information, systems, or records that contain Personally Identifiable Information (“PII”) as defined in the Family Educational Rights and Privacy Act (“FERPA”), or Protected Health Information (“PHI”) as defined in the Health Insurance Portability and Accountability Act (“HIPPA”) and/or other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.
- c. All application and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- d. No partner will publish, disclose or use, or permit or cause to be published, disclosed, or used, any confidential information pertaining to One-Stop applicants, participants, or customers overall, except as required by law or court order.
- e. Each Party will ensure that access to software systems and files under its control that contain PII, PHI, 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.
- f. Each Partner expressly agrees to take measures to ensure that no PII, PHI, or other personal or confidential information is accessible by unauthorized individuals.
- g. To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Partners for the Partners’ 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 and O.C.G.A. § 34-8-120, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

- h. 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.
- i. 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.

15. Indemnification: The Partners to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each Partner to this MOU 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, to the extent allowable by law. All state agencies, including members of the Technical Colleges System of Georgia (TCSG), are prohibited by the Constitution of Georgia from contracting to indemnify or hold harmless any individual or entity. Article VII, Sec. 4, Paragraph 8; Article III, Sec. 6, Para. 6, Constitution of the State of Georgia. Any state agency or member of the TCSG that is party to this MOU will be liable only for personal injury or property damage caused by acts or omissions of its employees in the performance of this contract to the extent provided by the Georgia Tort Claim Act (O.C.G.A. § 50-21-20 et seq.)

16. Insurance Requirements: Each Partner, its Contractor and/or Consultant shall (at its sole cost and expense), keep in full force and effect during the term of the MOU, the following minimum insurance and limits: (1) Workers Compensation Insurance as required by state law; (2) Employers Liability Insurance, with a limit of not less than One Million Dollars (\$1,000,000) each accident/policy limit; (3) Commercial General Liability Insurance with limits of liability of not less than One Million Dollars (\$1,000,000) each occurrence / Two Million Dollars (\$2,000,000) policy aggregate for person injury, bodily injury, and property damage; (4) Commercial Auto Liability Insurance with a limit of One Million Dollars (\$1,000,000) per accident for bodily injury or death of any person and property damage, including owned, non-owned and hired auto liability coverage; (5) Professional (Errors & Omissions) Liability Insurance with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence or claim / Two Million Dollars (\$2,000,000) policy aggregate. Prior to commencing work under this Agreement, each Partner shall furnish the following to the County for itself and for any subcontractor:

- Certificate(s) of Insurance must be sent to the County prior to commencement of any and all work in conjunction with the MOU. Certificate(s) shall be sent to the attention of the Specialist or Manager assigned to the project at: Fulton County, Select Fulton, 141 Pryor Street, SW, Suite 2052, Atlanta, GA 30303.
- Each Partner shall provide written notice to Fulton County Government immediately if it becomes aware or receives notice from any insurance company that coverage(s) afforded under such policy or policies shall expire, be cancelled or altered.

- The Partner's insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.
- Partner shall have the right to satisfy any of the aforementioned insurance obligations under this MOU, by means of a self-fund plan or program. In the event the Partner maintains a self-fund Workers Compensation Plan, Partner shall provide a certificate from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.

17. Methods of Referral: One Stop staff shall utilize a common intake and referral. Partners agree to cross-train staff on the services of each partner agency and the spectrum of related services available through respective agencies. As appropriate, site visits, field trips, and joint training shall be available to staff who are responsible for making referrals. Partners agree to evaluate this process and modify it as needed for improvement.

18. Data Sharing: Partners agree that the collection, use, and disclosure of customers' PII and/or PHI are 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 and/or PHI, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII and PHI will be properly secured in accordance with the County's and the Local WDB's policies and procedures regarding the safeguarding of PII and PHI.
- 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.
- The collection, use, and disclosure of PHI, as defined under HIPPA, shall comply with HIPPA and applicable State privacy laws.
- All confidential data contained in Unemployment Insurance wage records must be protected in accordance with the requirements set forth in 20 CFR part 603 and O.C.G.A. § 34-8-120.
- All personal information contained in Vocational Rehabilitation records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. § 794 (d)). All One-Stop Center and Partner, Contractor, and/or Consultant staff will be trained in the protection, use, and disclosure requirements governing PII, PHI, and any other confidential data for all applicable programs, including HIPPA-protected records, FERPA-protected education records, confidential information in UI records, and personal information in VR records.

- No Party shall disclose PII or other personal or confidential information, requested by legal process of otherwise, received from another party pursuant to this MOU, without the express written approval of the Party from which the information originated. In such matters, the Party from which the information originated will determine whether the information may legally be disclosed. The Party for which the information was requested may only release the requested information after receiving written instructions from the Party from which the information originated.

- 19. Data Collection/Reporting:** Customer data must be available in a compatible data format to ensure sharing among local system Partners. Automated tools will be available from and implemented by the State to assist in data collection and sharing across Partner services. Partners to the MOU agree to use this system, whenever feasible, to input customer information and performance data. All Partners agree to share data and technology, unless otherwise prohibited by law.
- 21. Dispute Resolution:** The Partners shall first attempt to resolve all disputes informally. Any party may call a meeting of all Partners to discuss and resolve disputes. Partners shall continue with their responsibilities under this MOU during any dispute. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Fulton County LWDB who shall place the dispute upon the agenda of a regular or special meeting of the Executive Committee of the LWDB. The LWDB shall attempt to mediate and resolve the dispute. Should the LWDB Executive Committee fail to resolve the dispute, the local LWDB may seek assistance from the Technical College System of Georgia, Office of Workforce Development or other agency to assist with dispute resolution.
- 22. Severability:** If any part of the MOU is found to be null and void, or is otherwise stricken, the remainder of this MOU shall remain in force. If any attachments or appendices to this MOU expire, are cancelled, or are found to be null and void, the remainder of this MOU shall remain in force.
- 23. Governing Law:** This MOU is governed by and shall be interpreted in accordance with the laws of the State of Georgia, Federal WIOA regulations, State WIOA enabling legislation, and subject to Georgia Open Records Act.

24. Assurances: The Assurances are as follows:

ASSURANCES

All Partners 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 U.S. 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 Vocational Rehabilitation agency (34 CFR 361.38),
- The Health Insurance Portability and Privacy Act (HIPPA)(Pub.L. 104–191, Aug. 21, 1996, 110 Stat. 1936) and the Privacy Regulations (45 CFR 164.500 et seq.)
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603) and O.C.G.A. § 34-8-120,
- all amendments to each, and
- all requirements imposed by the regulations issued pursuant to these acts.

25. Drug and Alcohol-free Workplace: All Partners 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.

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

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

28. Signatures: By signing below, each partner to this MOU hereby certifies its agreement to the provisions contained herein. This Memorandum of Understanding may be executed in any number of counterparts by the Partners. Each counterpart is an original but the counterparts together are one and the same agreement.

This MOU is considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g., pdf, or tiff file extension name) as an attachment to electronic mail (email). Such facsimile or scanned signature shall be treated in all respects as having the same effect as an original signature.

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

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

- The MOU**
- The Operating Budget**
- The Infrastructure Funding and Shared Service 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:

- The MOU**
- The Operating Budget**
- The Infrastructure Funding and Resource Sharing 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 one year from the effective start date listed herein, or**
- b) **Upon amendment, modification, withdrawal, or termination.**

Signatures Begin on following Page

Partner Name: _____

Signature 1

Date

Printed Name and Title 1

Signature 2

Date

Printed Name and Title 2

Agency Name

Contact Information

EXHIBIT “A”

**INFRASTRUCTURE FUNDING AND
SHARED SERVICES AGREEMENT**

In accordance with the Workforce Innovation and Opportunity Act of 2014 (hereinafter WIOA), this Infrastructure Funding and Shared Services Agreement (hereinafter “IFA”) is entered into by and between WorkSource Fulton, the Chief **Elected Official (CLEO)** and the **Partner agencies**, listed below.

Partners: The Partners to this IFA are the following:

WorkSource Fulton
Fulton County Board of Commissioners, through the Chief Elected Official (CLEO)
Georgia Department of Labor (GDOL)
Georgia Vocational Rehabilitation Agency (GVRA)
Gwinnett Technical College (GTC)
Atlanta Technical College (ATC)
Goodwill Industries of North Georgia, Inc. (Goodwill)
[Technical College System of Georgia - Office of Workforce Development \(TCSG-OWD\)](#)

[Note that the following programs are not present: Activities authorized under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) Senior Community Service Employment Programs, Employment and training activities carried out under the Community Services Block Grant Act (42 U.S.C. 9901 et seq.), Employment and training activities carried out by the Department of Housing and Urban Development, Programs authorized under section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532).]

1. **Purpose:** The WIOA regulations provide that the responsibility for the provision of and financing for applicable One-Stop operations is to be proportionate to the use of services at the center by individuals attributable to the Partners' programs. The purpose of this IFA is to provide a framework for each of the Partners' commitments regarding the allocation and sharing of operational costs and resources in the One-Stop system serving Fulton County. WorkSource Fulton' One-Stop Operator, to be determined through a Request for Proposals (RFP) , has been designated by the Local Workforce Development Board for Fulton County (LWDB) and will be responsible for the coordination of services and ensuring that Partner Agencies adhere to the terms of this IFA. As necessary, details of the One-Stop Operator's responsibilities will be more specifically outlined in the Operational Plan that will be developed by the Partners to this IFA.
2. **Duration:** This IFA shall remain in effect from **July 1, 2023 through June 30, 2024**, with up to three (3) one (1) year renewal options, subject to appropriation or the availability of sufficient funding each year and where, necessary, the proper appropriation of such funding by the Partners. In no event, shall the duration of this IFA exceed the term of the MOU, which is incorporated as if set forth herein.

3. **Modification:** The Partners recognize that modifications to the IFA may be necessary during the period of performance. Any party may make a written request for modification to the LWDB through the One-Stop Operator. In order to be valid, any modification to the IFA must be in writing and signed by all of the Partners. Assignment of any responsibilities under this IFA by any of the Partners shall be effective upon written notice to the other Partners.
4. **Termination:** Notwithstanding any other provision of this contract, in the event that any of the sources of Partner funds for services under this contract no longer exist or in the event the sum of all obligations by the Partner incurred under this and all other contracts entered into exceeds the balance of available funds, then the Partner's obligations under this IFA shall immediately terminate upon receipt of written notification from the Partner's designated signatory to the LWDB through the One-Stop Operator. The certification by the legal signatory of the Partner that occurrence of either of the events stated above shall be conclusive.

Specifically as to State Partners, pursuant to O.C.G.A. Section 50-5-64, and the County Partners, pursuant to O.C.G.A. Section 36-60-13, this IFA shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. Further, pursuant to O.C.G.A. Section 50-5-64, and O.C.G.A. Section 36-60-13 this IFA will terminate immediately and absolutely if the State Entity or County entity determines that adequate funds are de-appropriated such that the State Entity or County entity cannot fulfill its obligations under the IFA, which determination is at the State Entity's sole discretion as to its funding or at the County's entity's sole discretion as to its funding and shall be conclusive.

This IFA and applicable attachments to this IFA may be terminated for cause, in whole or in part, by the Chief Local Elected Official and LWDB after consultation with the Technical College System of Georgia Office of Workforce Development at any time for a Partner's failure to perform any of the provisions hereof. The termination shall be accomplished by notice in writing and mailed or delivered to the address of the Partner in this IFA or the last known subsequent address. The Partner will be required to submit a final expenditure report to the One-Stop Operator and/or other applicable Partners not later than 45 days after the effective date of written notice of termination. Upon termination of this IFA or applicable attachments, the Partner shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by WIOA regulations, other applicable law or the terms of this contract.

The LWDB/Chief Local Elected Official reserve the right to request resolution of any dispute arising between or among the Partners utilizing the Partner's agreed upon dispute resolution process if the Partner(s) fail to comply substantially with the terms of this IFA, to provide the quality of service required, or to meet the specified completion schedule of its duties under this contract. The suspension shall be accomplished by notice in writing to the Partner(s) and shall specify the reason, suspension date, required corrective action for reinstatement, and other pertinent information or actions required to protect the interests of One-Stop customers. The written notice of suspension shall be mailed or delivered to the Partner address in this IFA or to the last known subsequent address.

The venue for any legal proceedings between or among the Partners that relate to this IFA shall be Superior Court, Fulton County, Georgia.

5. **Patent Rights, Copyrights, and Rights in Data:** The Partners agree if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded through this IFA, the LWDB shall determine whether protection of the invention or discovery shall be sought. The LWDB will also determine how the rights to the invention or discovery, including any rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

Except as otherwise provided in this IFA, the author or the LWDB is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this IFA. Should any copyright materials be produced as a result of this IFA, the applicable federal agency and the LWDB shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government purposes.

6. **Memorandum of Understanding:** This IFA including all attachments and modifications is incorporated by reference as an attachment into the Memorandum of Understanding executed between the Partners to this IFA, including all modifications thereto. This IFA has a one-year term with automatic renewal options subject to the Partners' budgetary appropriations. Modifications and/or expiration of the IFA shall not affect the validity of the Memorandum of Understanding. Any provision in the IFA that conflicts with, expands upon, or is more restrictive than the terms of the MOU shall control.

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

8. **Shared Services:** The Partners signing this IFA agree to provide or contribute to the delivery of services in the One-Stop system serving Fulton County as detailed below:

- a. **Fulton County Board of Commissioners, Chief Local Elected Official:** The Chief Local Elected Official ("CLEO") for Fulton County is Rob Pitts, Chairman, or his ex officio replacement of the Fulton County Board of Commissioners. The CLEO will:
- In Partnership with the WorkSource Fulton 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;
 - Approve the WorkSource Fulton budget and workforce center cost allocation plan;
 - Approve the selection of the one-stop operator following the competitive procurement process; and

- Coordinate with the WorkSource Fulton to oversee the operations of WorkSource Fulton One-Stop Center.
- b. **WorkSource Fulton** will:
- In partnership with the CLEO and other applicable Partners within the Local WDA, develop and submit a Local Workforce Development Area plan that includes a description of the activities that shall be undertaken by the Local WDB 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 LCEO and the other Local WDBs within the regional area, design and approve the American Job Center 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 competitively procured one-stop operator.
 - In collaboration with the CLEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator;
 - Determine the role and day-to-day duties of the one-stop operator;
 - Approve annual budget allocations for operation of the One-Stop Center;
 - Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners;
 - Leverage additional funding for the One-Stop Center network to operate and expand one-stop customer activities and resources; and
 - Review and evaluate performance of the Fulton County Local WDA and one-stop operator.
- c. **Local Workforce Development Board Staff** will:
- Assist the CLEO and the WorkSource Fulton with the development and submission of a single regional plan;
 - Support the WorkSource Fulton with the implementation and execution of the regional 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;
 - Oversee negotiations and maintenance of MOUs with one-stop Partners; and

- Invoice and collect shared services and infrastructure funding cost from each partner on an annual basis.
- d. **One Stop Operator** will:
- Coordinate the provision of WIOA and Wagner-Peyser funded services by other agencies for the universal population at a One-Stop Center consistent with the One-Stop Operator's Business Plan.
 - Conduct a self-assessment along with the Local Workforce Development Board to ensure compliance with the recertification criteria.
 - Incorporate all Partners into the comprehensive one-stop; include who are electronically present in the comprehensive one-stop
 - Handle complaints and/or concerns from customers
 - Oversee staff teams
 - Develop and deliver technical assistance
 - Measure outcomes and evaluate system effectiveness
 - Collect data and use data validation methodology
 - Report data timely
 - Ensure all partner agencies are collaborating and cooperating in the implementation of the partner programs
 - Train the one-stop operator staff
 - Cross-train the partner-program staff
 - Conduct organizational capacity building to guide their internal development and activities
 - Bring together the partner programs to ensure adequate outreach of the one-stop center
 - Demonstrate a thorough understanding of target populations for partner programs
 - Take ownership/leadership in ensuring all partners are contributing to the center, both financially as well as through resources and staff time
 - Comply with all federal/state/local regulations
 - Provide oversight to ensure that all partner agencies are also in compliance with all federal/state/local regulations
- e. **Georgia Department of Labor (DOL)** will:
- Establish a direct phone line (some providers may provide access through Voice-over IP, etc.) for one-stop customers to learn more about the Unemployment Insurance (UI) program.
- f. **Georgia Vocational Rehabilitation Agency (GVRA)** will:
- Locate staff onsite at the Career Center on designated days during designated hours.
 - Maintain direct linkage at the One-Stop when staff is not present through the GVRA Customer Care line.
 - Train partner staff regarding GVRA referrals and services.
- This partnership will require a room with privacy in order to meet confidentiality requirements.
- g. **Atlanta Technical College Adult Education (ATC-AE)** will:
- Establish a direct phone line (some providers may provide access through Voice-over IP, etc.) for one-stop customers to learn more about the program and register for services.
- h. **Gwinnett Technical College – Adult Education (GTC-AE)** will:

- Provide Adult Basic Education/Adult Secondary Education and English language acquisition –instruction for non-English speaking and limited-English proficient adults. Also, instruction and preparation for citizenship is provided. Classes will be held on a weekly basis

The following in-kind contributions will be provided as payment for shared costs over and above infrastructure costs:

- TABE (Test of Adult Basic Education) Online will be made available free of charge to the one-stop for any customer/client that may need the assessment. NOTE: Our grantees/providers can set up an account for the one-stop and provide the necessary training to ensure that tests are administered per test publisher guidelines.
- Grantees can provide a negotiated level of access to their online distance education curriculum to the one-stops at no charge, which would provide an opportunity for customers/students to study at the one-stop in addition to the program's locations. (i.e. Aztec) Distance education curricula will be made available to Adult Education participants.

Additionally, the following career services will be provided through ATC-AE and GTC-AE:

- Outreach intake services – Adult Education grantees/providers are required as a part of their contract to have recruitment and retention plans.
 - Initial assessment of skills – Adult Education grantees/providers use the TABE to assess literacy needs for most students, but they use either BEST Plus or BEST Literacy for English Language Learners.
 - Comprehensive and specialized assessments of skills levels and service needs of adults and dislocated workers – As described above, Adult Education grantees/providers use TABE, BEST Literacy, BEST Plus. They also provide practice testing opportunities for individuals pursuing their GED credential.
 - Group counseling and /or individual counseling or mentoring – ATC-AE and GTC-AE provide counseling and support related to basic education needs, postsecondary education opportunities and career pathways.
 - Workforce Preparation
 - Skills upgrading and retraining –Offer basic educational skills training for individuals who lack their high school diploma and remediation of basic educational skills for individuals who have a high school diploma, but are seeking to enter employment or improve their employment.
- i. **Gwinnett Technical College** Perkins grantee will:
- Maintain direct linkage at the One-Stop when staff is not present through the installation of an additional, manned telephone line as real-time back up for customer care and support.
 - Conduct select education and training programming at One-Stop affiliates in its service delivery area.
 - Provide on-site staff presence for customer engagement and assistance as scheduled.

- Monitor and promote career pathway education options for all One-Stop customers.
 - Integrate dual degree programming for youth with youth programming activities.
- j. **Atlanta Technical College** Perkins grantee will:
- Maintain direct linkage at the One-Stop when staff is not present through the installation of an additional, manned telephone line as real-time back up for customer care and support.
 - Conduct select education and training programming at One-Stop affiliates in its service delivery area.
 - Provide on-site staff presence for customer engagement and assistance as scheduled.
 - Monitor and promote career pathway education options for all One-Stop customers.
 - Integrate dual degree programming for youth with youth programming activities.
- k. **Goodwill Industries of North Georgia, Inc.**(Goodwill) will:
- Establish a direct phone line (some providers may provide access through Voice-over IP, etc.) for one-stop customers to learn more about the employment and training services provided under the HUD Section 4 Program and register for such services as determined eligible.
 - Train Partner staff on the HUD Section 4 Program in order to facilitate and increase referrals and service provision.
 - Provide information and referral assistance to individuals interested in Supplemental Nutrition Assistance Program – Employment and Training (“SNAP E & T”) services, named the Georgia “SNAP Works” program, in compliance with the Food and Nutrition Act of 2008 (PL 88-525).
 - Provide information and referral assistance to individuals interested in the Young Adult Reentry Partnership Project which aims to assist eligible, young adults.
- l. **Technical College System of Georgia – Office of Workforce Development (TSCG-OWD)** will locate staff in the Center full-time to contribute to the delivery of shared services in the local One-Stop Center. The staff person or persons co-located at the Center will be trained in Wegner Peyser, Veterans, and Trade with alternate person or persons trained for back up. The staff will not require an office and will utilize the Resource Room in order to work with clients that come into the office.

9. **Benefits Received:** The Partners agree that the benefits to be derived from the above services will be:

- Increased customer access to programs;
- Cost-effective and efficient program delivery;
- Improved program retention due to a wider array of support for customers;
- Greater customer satisfaction;
- Non-duplication of services; and
- Strengthened relationships among partner agencies.

Resource Allocation:

- The Partners agree that the contributed resources and benefits set out in this IFA are in proportion to each other as determined by a reasonable estimate of the distribution of services and contributed resources to be made by each of the Partners over the course of this IFA.
- The Partners will review the data collected during the first six (6) months of operation, and

calculate from that information the cost allocations to be utilized for the Partners for the remainder of the duration of the IFA.

- If it is determined that the costs are disproportionate to any party, the Partners agree to revisit and revise this IFA as necessary.
- Resource allocation methodologies used will be in compliance with cost principles outlined in applicable OMB Circulars.
- Actual estimated costs expended toward the provision of shared services and a measurement of actual estimated benefit to each of the programs will be tracked and made available to the One-Stop operator by the Partners at least on a quarterly basis as outlined below.
 - All Partners agree that during the first six (6) months of One-Stop operations, Partners will provide the following information no later than fifteen (15) days after the end of each quarter, as applicable to support collection of said data:
 - Updated staffing information (as of the 1st day of the 1st month of each quarter), and
 - Actual customer participation numbers (as of the last day of the last month of each quarter).

Infrastructure Costs:

Physical Co-location: The costs for infrastructure have been allocated to Partners based on a weighted square footage methodology. All associated infrastructure costs are added together and then divided by the partner's square footage usage. We have identified the size of the cubicles in the One Stop Center as approximately 24 square feet. Partners will be charged for their direct square footage usage. The weighted direct square footage cost is then increased by 30% to include shared circulation costs. Shared circulation includes spaces such as waiting rooms, resources rooms, bathrooms, breakrooms, etc. The formula for these calculations is (Direct Cost per Sq. Ft X 1.3). This percentage has been confirmed as reasonable by the State Properties Commission (SPC). The Fulton County federally approved indirect rate, 20.5%, is then applied to this calculation to cover the costs associated with property and contract management, as well as WIOA required invoicing and reconciliation. The space occupied by Partners will include basic furniture, building related services, maintenance, security, and telephone and computer access. If Fulton County is asked to supply additional software licensing based on partner usage, then any additional cost may be resolved during reconciliation. If a partner will be in the one-stop 20 hours a week or less, the costs of the cubicle or office will be divided in half.

Electronic Co-location: The weighted square footage cost includes everything that should be calculated as an infrastructure cost, including technology. Fulton County proposes to charge for electronic colocation based on the price of a cubicle. (The cubicle methodology is described above.) This cubicle represents a technology access spot that will be identified in every Fulton County Career Center that has been chosen as the Comprehensive One-stop. The access spot will include a computer with Skype access, a Voice Over Internet Protocol (VoIP) phone line, and all required disability accommodations. The price for the access spot can be divided by the number of Partners that are co-locating electronically.

Shared Services Costs: The service that is utilized by all of the Partners in this region is the staffing associated with ushering a customer from the door of the center or from the

submitting of information via ATLWorks.org to the point of partner referral. These services are generally carried out by the Navigator or front desk and resource room staff. Those individuals have the job title of either 22 service specialist or service specialist assistant. To ensure uniformity, Fulton County will charge for these salaries based on the Fulton County mid-point plus the benefits package. The costs for “shared service costs” will be allocated to Partners based on a usage methodology. The Fulton County will calculate usage based on the amount of referrals that each Partner receives from the common area staff at the Comprehensive One-stop through the manual data system. Partners will be given reports regularly, and will be able to confirm their totals using their own data systems. The “shared service costs” total will then be divided by the percentage of referrals that a program receives. For example, if the center staff completed 100 referrals, and WIOA received 10 referrals, then WIOA would be responsible for 10% of the “shared service costs”. Until the first quarter’s reconciliation, we do not know the amount that each partner will be responsible for; however, we have calculated the total amount of “shared service costs” in the accompanying spreadsheet.

Other Shared Costs: The other service that is utilized by all of the Partners in this region is the staffing associated with Career Services. Other shared costs include, Initial Intake, Assessment of Needs, Appraisal of basic skills, Identification of services, and referrals. The costs of “other shared costs” will be allocated by identification of specific program participants receiving these services, the Partner which served the participant, and the Partner which is responsible for the costs. Partners who serve participants who are not their responsibility will reconcile the costs and invoice the Partner which is responsible for the participant after the end of each quarter.

Effective Date of the Partners’ Payment obligations for Infrastructure and Service Sharing Costs: Notwithstanding any other provisions of this IFA, the Partners agree that the effective date of each Partner’s obligation to pay the shared costs, commenced on July 1, 2023 and their payments obligations are retroactive to this date.

All Partners agree that during the first six (6) months of One-Stop operations, Partners will provide the following information no later than fifteen (15) days after the end of each quarter, as applicable to support collection of said data:

- Updated staffing information (as of the 1st day of the 1st month of each quarter), and
- Actual customer participation numbers (as of the last day of the last month of each quarter).

Each Partner shall maintain and be responsible for its individual policy of insurance and/or may self-fund their potential liabilities that may arise from the One-Stop system, as described in the MOU, and each Partner shall abide by the Indemnification provision in the MOU.

The Partner named below enters into this Infrastructure and Sharing Agreement in good faith on behalf of their corresponding organizations and stakeholders on this the _____ day of _____, _____. By signing below, each Partner to this Infrastructure and Sharing Agreement hereby certifies its agreement to the provisions contained herein. This Infrastructure Sharing Agreement may be executed in any number of counterparts by the Partners. Each counterpart is an original but the counterparts together are one and the same agreement.

SIGNATURES FOLLOW ON NEXT PAGE

Partner Name: _____

Signature 1

Date

Printed Name and Title 1

Signature 2

Date

Printed Name and Title 2

Agency Name

Contact Information

Exhibit "B"
2023/2024

SHARED COST CATEGORY Part 1: SFCC 5600 stonewall Tell Rd. Suite #201 and #204 College Park, Georgia 30349 Comprehensive One-Stop Center Infrastructure Costs	TOTAL ANNUAL BUDGET	Funding Formula	ANNUAL BUDGET ALLOCATION TO PARTNERS						Goodwill North GA direct access
			Title IB	Wagner - Peyer	Education ATC	Education Adult GTC	Vocational Rehab	Perkins	
				"=(1.3 *(24/2008)) +20.5%"	"=E7/8"	"=E7/8"	"=E7/4"	"=E7/4"	"=E7/4"
Facilities Costs	weighted square footage								
Lease Cost	\$0.00	plus 20.5%	indirect rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Facility Maintenance	\$5,000.00		\$5,000.00	\$93.62	\$11.70	\$11.70	\$23.40	\$23.40	\$23.40
Property and Casualty insurance	\$300.00		\$300.00	\$5.62	\$0.70	\$0.70	\$1.40	\$1.40	\$1.40
Security Service	\$45,734.88		\$45,734.88	\$856.30	\$107.04	\$107.04	\$214.07	\$214.07	\$214.07
Cleaning Services	\$1,204.80		\$1,204.80	\$22.56	\$2.82	\$2.82	\$5.64	\$5.64	\$5.64
Utilities	\$5,000.00		\$5,000.00	\$93.62	\$11.70	\$11.70	\$23.40	\$23.40	\$23.40
Technology Costs					\$0.00				
Telecommunications and Internet	\$4,644.00		\$4,644.00	\$86.95	\$10.87	\$10.87	\$21.74	\$21.74	\$21.74
Equipment and Technology costs	\$1,174.00		\$1,174.00	\$21.98	\$2.75	\$2.75	\$5.50	\$5.50	\$5.50
Assistive technology	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Common Identifier Marketing Costs					\$0.00				
Signage	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other "common identifier" costs	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Infrastructure Costs					\$0.00				
Other Cost Description	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Cost Description	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Cost Description	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total, Infrastructure Costs	\$63,057.68		\$63,057.68	\$1,180.64	\$147.58	\$147.58	\$295.16	\$295.16	\$295.16

Exhibit "B"
2023/2024

SHARED COST CATEGORY	TOTAL ANNUAL BUDGET	Funding Formula	ANNUAL BUDGET ALLOCATION TO PARTNERS							Goodwill North GA direct access
			Title IB	Wagner - Peysers	Education ATC	Adult Education GTC	Adult Education GTC	Vocational Rehab	Perkins	
Part 2: Workforce Development Division Local One-Stop Delivery System Costs										
Costs Related to Board Functions										
Salary, benefits and other expenses	\$21,104.37		\$21,104.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Board meeting costs	\$7,107.68		\$7,107.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Audit costs of incorporated boards	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Errors and omissions insurance	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Costs of strategic data gathering	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Cost Description	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Cost Description	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Costs to Promote Service Integration										
Joint staff training	\$4,800.00		\$4,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Customer satisfaction measurement	\$2,966.00		\$2,966.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Business services	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
One-stop center reception	\$62,049.00		\$62,049.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resource room materials and staffing	\$2,400.00		\$2,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Cost Description	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Cost Description	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total, One-Stop Delivery System Costs	\$100,427.05		\$100,427.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SHARED COST CATEGORY	TOTAL ANNUAL BUDGET	Funding Formula	ANNUAL BUDGET ALLOCATION TO PARTNERS							Goodwill North GA direct access
Part 3: Workforce Development Division Other Shared Costs			Title IB	Wagner - Peysers	Education ATC	Adult Education GTC	Adult Education GTC	Vocational Rehab	Perkins	
Career Services (Must be shared among all partners)										
Basic Career Services	\$42,648.00		\$42,648.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Individualized Career Services	\$169,972.90		\$169,972.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Follow-up services	\$331,969.40		\$331,969.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Shared Costs	\$59,723.10		\$59,723.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Initial Intake	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Assessment of Needs	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Appraisal of basic skills	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Identification of services	\$850.00		\$850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
referrals	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Costs of Local WDB	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total, Other Shared Costs	\$605,163.40		\$605,163.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total, Parts 1, 2 and 3	\$768,648.13		\$768,648.13	\$1,180.64	\$147.58	\$147.58	\$295.16	\$295.16	\$295.16	\$295.16

EXHIBIT “C”

Services:

At least one WIOA title I staff person physically present, and the Center must provide the career services listed in 20 CFR 678-430:

Career services, as identified in Sec. 134(c)(2) of WIOA, consist of three types (Basic career services must be made available and, at a minimum, must include the following services, as consistent with allowable program activities and Federal cost principles): Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs; Outreach, intake (including worker profiling), and orientation to information and other services available through the one-stop delivery system. For the TANF program, States must provide individuals with the opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to the application Web site; Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service’s needs.

Labor exchange services, including— Job search and placement assistance, and, when needed by an individual, career counseling, including—

Provision of information on in-demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and

Provision of information on nontraditional employment; and

Appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the one-stop delivery system; Provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and, when appropriate, other workforce development programs;

Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including—

Job vacancy listings in labor market areas;

Information on job skills necessary to obtain the vacant jobs listed; and

Information relating to local occupations in demand and the earnings, skill requirements, and Opportunities for advancement for those jobs;

Provision of performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers;

Provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;

Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: Child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; and assistance under a State program for TANF, and other supportive services and transportation provided through that program;

Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation.

“Meaningful assistance” means:

Providing assistance on-site using staff who are well-trained in unemployment compensation claims filing and the rights and responsibilities of claimants; or

Providing assistance by phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time.

The costs associated in providing this assistance may be paid for by the State's unemployment insurance program, or the WIOA adult or dislocated worker programs, or some combination thereof.

Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

Individualized career services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. These services include the following services, as consistent with program requirements and Federal cost principles:

Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include—

Diagnostic testing and use of other assessment tools; and

In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;

Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, the eligible training providers (as described in §680.180 of this chapter);

Group counseling;

Individual counseling;

Career planning;

Short-term pre-vocational services including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training;

Internships and work experiences that are linked to careers (as described in §680.170 of this chapter);

Workforce preparation activities;

Financial literacy services as described in sec. 129(b)(2)(D) of WIOA and §681.500 of this chapter;

Out-of-area job search assistance and relocation assistance; and

English language acquisition and integrated education and training programs.

Follow-up services must be provided, as appropriate, including: Counseling regarding the workplace, for participants in adult or dislocated worker workforce investment activities who are placed in unsubsidized employment, for up to 12 months after the first day of employment.

In addition to the requirements in paragraph (a)(2) of this section, TANF agencies must identify employment services and related support being provided by the TANF program (within the local area) that qualify as career services and ensure access to them via the local one-stop delivery system.

Fulton Count will provide staff during its business hours at its locations for applicable Career Services. Coordination will be provided by the One Stop Operator according to its contract with Fulton County.

Access to training services described in 20 CFR 680.200:

Types of training services are listed in WIOA Sec. 134(c)(3)(D) and below include: (This list is not all-inclusive and additional training services may be provided.)

Occupational skills training, including training for nontraditional employment;

On-the-job training (OJT) (See §§ 680.700, 680.710, 680.720, and 680.730);

Incumbent worker training, in accordance with WIOA Sec. 134(d)(4) and §§ 680.780, 680.790, 680.800, 680.810, and 680.820;

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

Training programs operated by the private sector;

Skills upgrading and retraining;

Entrepreneurial training;

Transitional jobs in accordance with WIOA Sec. 134(d)(5) and §§ 680.190 and 680.195; 1056

Job readiness training provided in combination with services listed in paragraphs (a) through (h) of this section;

Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with training services listed in paragraphs (a) through (g) of this section;

Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training (see §§ 680.760 and 680.770).

Fulton Count will provide staff during its business hours at its locations for applicable Training Services. Coordination will be provided by the One Stop Operator according to its contract with Fulton County.

Access to any employment and training activities carried out under Section 134(d) of WIOA:

Permissible Local Employment and Training Activities include:

IN GENERAL-

ACTIVITIES- Funds allocated to a local area for adults under paragraph (2)(A) or (3), as appropriate, of section 133(b), and funds allocated to the local area for dislocated workers under section 133(b)(2)(B), may be used to provide, through the one-stop delivery system involved (and through collaboration with the local board, for the purpose of the activities described in clauses (vii) and (ix))--

customized screening and referral of qualified participants in training services described in subsection (c)(3) to employers;

customized employment-related services to employers, employer associations, or other such organizations on a fee-for-service basis;

implementation of a pay-for-performance contract strategy for training services, for which the local board may reserve and use not more than 10 percent of the total funds allocated to the local area under paragraph (2) or (3) of section 133(b);

customer support to enable individuals with barriers to employment (including individuals with disabilities) and veterans, to navigate among multiple services and activities for such populations;

technical assistance for one-stop operators, one-stop Partners, and eligible providers of training services, regarding the provision of services to individuals with disabilities in local areas, including the development and training of staff, the provision of outreach, intake, assessments, and service delivery, the coordination of services across providers and programs, and the development of performance accountability measures;

employment and training activities provided in coordination with--

child support enforcement activities of the State and local agencies carrying out part D of title IV of the Social Security Act (42 U.S.C. 651 et seq.);

child support services, and assistance, provided by State and local agencies carrying out part D of title IV of the Social Security Act (42 U.S.C. 651 et seq.);

cooperative extension programs carried out by the Department of Agriculture; and

activities to facilitate remote access to services provided through a one-stop delivery system, including facilitating access through the use of technology;

activities--

to improve coordination between workforce investment activities and economic development activities carried out within the local area involved, and to promote entrepreneurial skills training and microenterprise services;

to improve services and linkages between the local workforce investment system (including the local one-stop delivery system) and employers, including small employers, in the local area, through services described in this section; and

to strengthen linkages between the one-stop delivery system and unemployment insurance programs;

training programs for displaced homemakers and for individuals training for nontraditional occupations, in

conjunction with programs operated in the local area;

activities to provide business services and strategies that meet the workforce investment needs of area employers, as determined by the local board, consistent with the local plan under section 108, which services--

may be provided through effective business intermediaries working in conjunction with the local board, and may also be provided on a fee-for-service basis or through the leveraging of economic development, philanthropic, and other public and private resources in a manner determined appropriate by the local board; and

may include--

developing and implementing industry sector strategies (including strategies involving industry partnerships, regional skills alliances, industry skill panels, and sectoral skills partnerships);

developing and delivering innovative workforce investment services and strategies for area employers, which may include career pathways, skills upgrading, skill standard development and certification for recognized postsecondary credential or other employer use, apprenticeship, and other effective initiatives for meeting the workforce investment needs of area employers and workers;

assistance to area employers in managing reductions in force in coordination with rapid response activities provided under subsection (a)(2)(A) and with strategies for the aversion of layoffs, which strategies may include early identification of firms at risk of layoffs, use of feasibility studies to assess the needs of and options for at-risk firms, and the delivery of employment and training activities to address risk factors; and

the marketing of business services offered under this title, to appropriate area employers, including small and mid-sized employers;

activities to adjust the economic self-sufficiency standards referred to in subsection (a)(3)(A)(xii) for local factors, or activities to adopt, calculate, or commission for approval, economic self-sufficiency standards for the local areas that specify the income needs of families, by family size, the number and ages of children in the family, and substate geographical considerations;

improved coordination between employment and training activities and programs carried out in the local area for individuals with disabilities, including programs carried out by State agencies relating to intellectual disabilities and developmental disabilities, activities carried out by Statewide Independent Living Councils established under section 705 of the Rehabilitation Act of 1973 (29 U.S.C. 796d), programs funded under part B of chapter 1 of title VII of such Act (29 U.S.C. 796e et seq.), and activities carried out by centers for independent living, as defined in section 702 of such Act (29 U.S.C. 796a); and

implementation of promising services to workers and businesses, which may include support for education, training, skill upgrading, and statewide networking for employees to become workplace learning advisors and maintain proficiency in carrying out the activities associated with such advising.

WORK SUPPORT ACTIVITIES FOR LOW-WAGE WORKERS-

IN GENERAL- Funds allocated to a local area for adults under paragraph (2)(A) or (3), as appropriate, of section 133(b), and funds allocated to the local area for dislocated workers under section 133(b)(2)(B), may be used to provide, through the one-stop delivery system involved, work support activities designed to assist low-wage workers in retaining and enhancing employment. The one-stop Partners of the system shall

coordinate the appropriate programs and resources of the Partners with the activities and resources provided under this subparagraph.

ACTIVITIES- The work support activities described in clause (i) may include the provision of activities described in this section through the one-stop delivery system in a manner that enhances the opportunities of such workers to participate in the activities, such as the provision of activities described in this section during nontraditional hours and the provision of onsite child care while such activities are being provided.

SUPPORTIVE SERVICES- Funds allocated to a local area for adults under paragraph (2)(A) or (3), as appropriate, of section 133(b), and funds allocated to the local area for dislocated workers under section 133(b)(2)(B), may be used to provide supportive services to adults and dislocated workers, respectively-- who are participating in programs with activities authorized in paragraph (2) or (3) of subsection (c); and who are unable to obtain such supportive services through other programs providing such services.

NEEDS-RELATED PAYMENTS-

IN GENERAL- Funds allocated to a local area for adults under paragraph (2)(A) or (3), as appropriate, of section 133(b), and funds allocated to the local area for dislocated workers under section 133(b)(2)(B), may be used to provide needs-related payments to adults and dislocated workers, respectively, who are unemployed and do not qualify for (or have ceased to qualify for) unemployment compensation for the purpose of enabling such individuals to participate in programs of training services under subsection (c)(3).

ADDITIONAL ELIGIBILITY REQUIREMENTS- In addition to the requirements contained in subparagraph (A), a dislocated worker who has ceased to qualify for unemployment compensation may be eligible to receive needs-related payments under this paragraph only if such worker was enrolled in the training services--

by the end of the 13th week after the most recent layoff that resulted in a determination of the worker's eligibility for employment and training activities for dislocated workers under this subtitle; or

if later, by the end of the 8th week after the worker is informed that a short-term layoff will exceed 6 months.

LEVEL OF PAYMENTS- The level of a needs-related payment made to a dislocated worker under this paragraph shall not exceed the greater of--

the applicable level of unemployment compensation; or

if such worker did not qualify for unemployment compensation, an amount equal to the poverty line, for an equivalent period, which amount shall be adjusted to reflect changes in total family income.

INCUMBENT WORKER TRAINING PROGRAMS-

IN GENERAL-

STANDARD RESERVATION OF FUNDS- The local board may reserve and use not more than 20 percent of the funds allocated to the local area involved under section 133(b) to pay for the Federal share of the cost of providing training through a training program for incumbent workers, carried out in accordance with this paragraph.

DETERMINATION OF ELIGIBILITY- For the purpose of determining the eligibility of an employer to receive funding under clause (i), the local board shall take into account factors consisting of--

the characteristics of the participants in the program;

the relationship of the training to the competitiveness of a participant and the employer; and

such other factors as the local board may determine to be appropriate, which may include the number of employees participating in the training, the wage and benefit levels of those employees (at present and anticipated upon completion of the training), and the existence of other training and advancement opportunities provided by the employer.

STATEWIDE IMPACT- The Governor or State board involved may make recommendations to the local board for providing incumbent worker training that has statewide impact.

TRAINING ACTIVITIES- The training program for incumbent workers carried out under this paragraph shall be carried out by the local board in conjunction with the employers or groups of employers of such workers (which may include employers in partnership with other entities for the purposes of delivering training) for the purpose of assisting such workers in obtaining the skills necessary to retain employment or avert layoffs.

EMPLOYER PAYMENT OF NON-FEDERAL SHARE- Employers participating in the program carried out under this paragraph shall be required to pay for the non-Federal share of the cost of providing the training to incumbent workers of the employers.

NON-FEDERAL SHARE-

FACTORS- Subject to clause (ii), the local board shall establish the non-Federal share of such cost (taking into consideration such other factors as the number of employees participating in the training, the wage and benefit levels of the employees (at the beginning and anticipated upon completion of the training), the relationship of the training to the competitiveness of the employer and employees, and the availability of other employer-provided training and advancement opportunities.

LIMITS- The non-Federal share shall not be less than--

10 percent of the cost, for employers with not more than 50 employees;

25 percent of the cost, for employers with more than 50 employees but not more than 100 employees; and

50 percent of the cost, for employers with more than 100 employees.

CALCULATION OF EMPLOYER SHARE- The non-Federal share provided by an employer participating in the program may include the amount of the wages paid by the employer to a worker while the worker is attending a training program under this paragraph. The employer may provide the share in cash or in kind, fairly evaluated.

TRANSITIONAL JOBS- The local board may use not more than 10 percent of the funds allocated to the local area involved under section 133(b) to provide transitional jobs under subsection (c)(3) that--

are time-limited work experiences that are subsidized and are in the public, private, or nonprofit sectors for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history;

are combined with comprehensive employment and supportive services; and

are designed to assist the individuals described in subparagraph (A) to establish a work history, demonstrate success in the workplace, and develop the skills that lead to entry into and retention in unsubsidized

employment.

Fulton Count will provide staff during its business hours at its locations for applicable Permissible Local Employment and Training Activities. Coordination will be provided by the One Stop Operator according to its contract with Fulton County.

Access to programs and activities carried out by one-stop Partners listed in 20 CFR 678-400 through 678,410, including the Wagner-Peyser Act ES program:

Section 121(b)(1)(B) of WIOA identifies the entities that are required Partners in the local one-stop delivery systems.

The required Partners are the entities responsible for administering the following programs and activities in the local area:

Programs authorized under title I of WIOA, including:

Adults;

Dislocated workers;

Youth;

Job Corps;

YouthBuild;

Native American programs; and

Migrant and seasonal farmworker programs;

The Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;

The Adult Education and Family Literacy Act (AEFLA) program authorized under title II of WIOA;

The Vocational Rehabilitation (VR) program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;

The Senior Community Service Employment Program authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.);

Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.);

Trade Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.);

Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.;

Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 et seq.);

Employment and training activities carried out by the Department of Housing and Urban Development;
Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law);

Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532); and

Temporary Assistance for Needy Families (TANF) 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 §678.405(b).

§678.405 Is Temporary Assistance for Needy Families a required one-stop partner?

Yes, TANF, authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), is a required partner.

The Governor may determine that TANF will not be a required partner in the State, or within some specific local areas in the State. In this instance, the Governor must notify the Secretaries of the U.S. Departments of Labor and Health and Human Services in writing of this determination.

In States, or local areas within a State, where the Governor has determined that TANF is not required to be a partner, local TANF programs may still work in collaboration or partnership with the local one-stop centers to deliver employment and training services to the TANF population unless inconsistent with the Governor's direction.

Other entities may serve as one-stop Partners:

Other entities that carry out a workforce development program, including Federal, State, or local programs and programs in the private sector, may serve as additional Partners in the one-stop delivery system if the LWDB and Chief Local Elected Official(s) approve the entity's participation.

Additional Partners may include, but are not limited to:

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));

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, but not limited to, employment, education, and training programs provided by public libraries or in the private sector.

Fulton Count will provide staff during its business hours at its locations for applicable services. Georgia Department of Labor will provide staff during Fulton County business hours at Fulton County locations for applicable services. All other Partners will provide staff at their locations with “direct linkage” to the designated space with telephone and computer internet access provided by Fulton County for dedicated use

for referrals. Coordination will be provided by the One Stop Operator according to its contract with Fulton County.

Workforce and labor market information, with access to these programs, services, and activities during regular business days at a comprehensive one-stop center (20CFR § 678.305(c).

Customers must have access to these programs, services, and activities during regular business days at a comprehensive one-stop center. The Local Workforce Development Board (WDB) may establish other service hours at other times to accommodate the schedules of individuals who work on regular business days. The State WDB will evaluate the hours of access to service as part of the evaluation of effectiveness in the one-stop certification process described in §678.800(b).

Fulton County will provide staff during its business hours at its locations for applicable services. Georgia Department of Labor will provide staff during Fulton County business hours at Fulton County locations for applicable services. All other Partners will provide staff at their locations with “direct linkage” to the designated space with telephone and computer internet access provided by Fulton County for dedicated use for referrals. Coordination will be provided by the One Stop Operator according to its contract with Fulton County.

**WORKFORCE INNOVATION AND
OPPORTUNITY ACT (WIOA)**

MEMORANDUM OF UNDERSTANDING

Between

**FULTON COUNTY
by and on behalf of the
WorkSource Fulton**

(a/k/a The Fulton County Local Workforce Development Board (“LWDB”))

&

**FULTON COUNTY DEPARTMENT OF
ECONOMIC DEVELOPMENT (“Select Fulton”)
For WIOA Title I Services at Affiliate Centers**

2023 - 2024

MEMORANDUM OF UNDERSTANDING

WorkSource Fulton

This Memorandum of Understanding (hereinafter “MOU”) is entered into by and between **Fulton County, Georgia, acting through the Chairman of the Fulton County Board of Commissioners as its Chief Local Elected Official** (hereinafter, “CLEO”), and **WorkSource Fulton**, a/k/a the Fulton County Local Workforce Development Board (“LWDB”), and the FULTON COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT (“Select Fulton”) For WIOA Title I Services at Affiliate Centers Partner Agencies (hereinafter “Partners”), listed below.

WHEREAS, on July 22, 2014, the WIOA was signed into law. WIOA is designed to assist job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

WHEREAS, within the Fulton County workforce area, which are areas within Fulton County, Georgia, outside of the City of Atlanta, WorkSource Fulton, with the agreement of the CLEO, is required by the WIOA to develop and enter into a MOU with each One-Stop Partner that describes the operation of the “One-Stop Delivery System” in the workforce area including how services will be coordinated and how shared services and infrastructure costs will be funded.

NOW, THEREFORE, for and in consideration of the mutual obligations of and benefits to each Party, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Partners hereto agree as follows:

- 1. Parties:** The Parties to this MOU are the following Partners:
 - (a) WorkSource Fulton, a/k/a the Fulton County Local Workforce Development Board (“LWDB”);
 - (b) Fulton County Chief Local Elected Official (CLEO);
 - (c) FULTON COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT (“Select Fulton”) for WIOA Title I Services at Affiliate Centers.
 - (d) Technical College System of Georgia, Office of Workforce Development
 - (e) Gwinnett Technical College (GTC) Adult Education (AE)
 - (f) Gwinnett Technical College (GTC) Perkins

The WorkSource Fulton One-Stop Operator is:

Equus Workforce Solutions®

The WorkSource Fulton sourced for a one-stop operator through a competitive process in accordance with the Uniform Guidance 1, WIOA and its implementing regulations, and local procurement laws and regulations. All documentation for the competitive one-stop operator procurement and selection process is published and may be viewed on the Fulton

County website at: <http://www.fultoncountyga.gov/Apps/bidboard/MainSearchPage.php>.

The One-Stop operator is under contract for a one (1) year period with four (4) one-year extensions available. Functional details are outlined in the Roles and Responsibilities of the Partners section of the IFA, under One-Stop Operator.

WorkSource Fulton Affiliate Career Center is:

North Fulton Career Center

Address: 7741 Roswell road, Suite 205
Sandy springs, Georgia 30350

Main Phone: (404) 613-4480

The Administrative Office is located at:

Address: 141 Pryor St., SW, Suite 2052
Atlanta, GA 30303

Main Phone: 404-612-8101

The information in Section 1 may be updated as necessary by giving written notice to all Partners to this MOU.

2. **Purpose:** The purpose of the MOU is to establish an agreement between the above Partners regarding their respective roles, responsibilities and payment for implementation of a One-Stop Delivery System that will provide workforce related services and assistance to residents and businesses in Fulton County, outside of the City of Atlanta. This MOU seeks to coordinate resources, prevent duplication of effort, and ensure effective delivery of workforce services in Fulton County, outside of the City of Atlanta. The One-Stop Delivery System is being implemented in concert with the WIOA, and shall be consistent with the provisions of that federal legislation, as well as guidelines issued by the Technical College System of Georgia Office of Workforce Development (TCSG-OWD). The MOU will be reviewed and modified periodically by Fulton County when Partner roles, responsibilities, and payment for implementation of a One-Stop Delivery System occur to ensure equitable benefit among all Partners. This MOU describe the ways in which the Partners will use their resources to better serve their customers through an integrated and coordinated service delivery system under the provisions of the WIOA. By executing this MOU, the Partners agree to abide by the terms, conditions, goals, policies, principles and regulations of WIOA. The Partners enter into this MOU in a spirit of cooperation, with the understanding that the development and implementation of the coordinated service delivery system will require mutual trust, timely reimbursement/payment, and teamwork on the part of each party.
 - a. This MOU delineates the following provisions for the coordination of services to WIOA participants under the One Stop Career Center:

- Details the purpose and goals of the One Stop system.
 - Describes the One Stop System Design.
 - Details each partner's available services.
 - Describes the roles and responsibilities of each partner.
 - Details expectations around operational protocols during emergencies.
 - Provides for timely payment/reimbursement by the Partners.
- b. This MOU reflects a commitment by all of the Partners to the following shared principles:
- Support a common vision.
 - Establish and support common goals.
 - Be held accountable for upholding our role.
 - Engage in continued mutual dialogue to enhance the partnership.
 - Maintain free and open communication among members.
 - Reach an understanding of each member's contribution and interface each agency's assets for the strengthening of the whole.
 - Commit staff time and other resources to facilitate the delivery of One Stop Services under WIOA.
 - Delivery of service and management of staff to encourage a high performing workplace.
- c. This MOU reflects a commitment by all of the Partners to the following shared goals:

Increased Access

The One-Stop system will provide increased access to the federally funded services of the required Partners' programs for low-income adults and youth who have limited skills, lack work experience, and face other barriers to economic success.

Direct access shall be provided through co-location and electronic contact to Partner staff assigned to One Stop operations. Specific direct linkage method is identified in partner's delineation of provided services in the resource sharing section of the attached Infrastructure Sharing Agreement. Each Partner agrees to establish direct telephone or in-person connection with the One-Stop Career Center during normal business hours.

One-Stop Approach

All required Partners' programs will be available through either dedicated staff or telephone or in-person connection during normal business hours. Cross training of staff will ensure that all services shall

be delivered using an integrated, seamless approach such that customers are unaware of the participation of multiple Partners.

Flow of Services

- Customers sign-in at entry into One-Stop Career Center.
- Customers complete Intake Form for initial capture of information and identification of desired services.
- Reception staff evaluates Customer's Intake Form and engages Customer to identify the best referral and direction of services.
- Reception staff assists Customers to desired services and makes appropriate referrals.

Referral of Services

- Partners shall utilize a standard referral form with the goal of maximizing customer service, reducing duplication of services, and streamlining access.
- Reception staff shall direct customer to co-located partner staff or to direct linkage point as appropriate.
- When an out of Center follow up is necessary, the Reception staff shall complete a referral form and provide to customer to give to partner.

Greater State and Local Flexibility

With the integration of services through a one-stop delivery system, local entities and Partners will have the flexibility to implement innovative programming comprising a comprehensive workforce delivery system.

Greater Accountability

All Partners commit to ensure high quality customer service through a customer-centered design approach to program delivery. The design and management of the One-Stop Career Center and the delivery of services will be responsive to the needs of the customer. Customer satisfaction will be a key measure of accountability.

- All Partners will proportionately share the operating costs of the One-Stop Career Center and the One-Stop Operator. Further, all Partners will supply required information and participate in periodic reconciliations against actual costs incurred such that shared services budget may be adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the One-Stop Career Center.

- All Partners will share data and technology.
 - All Partners will utilize IDs and passwords for all electronic equipment and no IDs or passwords will be shared. Further, all personally identifiable information collected from customers shall be kept in secure locations and sharing of this information shall be governed by applicable law and regulations, customer release and written partner agreements. All Partners will comply with the confidentiality provisions of the respective statutes of the One Stop Partners.
 - All Partners will comply with Americans with Disability Act (ADA) physical and programmatic access requirements.
- d. The Partners further agree that difficulties arising from differences in organizational practices and philosophies between the Partners must be addressed in good faith. In order to address such difficulties, all Partners agree to participate in an integrated management consortium that will develop a Procedures, Policies, and Operational Manual for the Center.
3. **Duration/Withdrawal/Non-appropriation:** Subject to the appropriation of necessary funds, this MOU shall be effective from July 1, 2023 through June 30, 2024, with three (3) one-year automatic renewals, subject to the appropriation of necessary funding by each Partner yearly. All Partners to this MOU agree that such MOU shall be reviewed not less than once every 12 month period to ensure that an appropriate funding mechanism is in place and the delivery of services are being provided adequately.

Any Partner may withdraw from this MOU for any reason by giving thirty (30) days' written notice. Should any Partner withdraw from this MOU, this MOU shall remain in effect with respect to the remaining Partners. Notice of withdrawal shall be given by any Partner who seeks to withdraw to the WorkSource Fulton. The WorkSource Fulton will disseminate such notice to all Partners listed in Section 1 of this MOU including any Partners added through any information updates received.

Pursuant to O.C.G.A. § 50-5-64 and O.C.G.A. § 36-60-13, this MOU shall not be deemed to create a debt of the State or for Fulton County for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. Further pursuant to O.C.G.A. § 50-5-64 and O.C.G.A. § 36-60-13, the MOU will terminate immediately if the State Entity or Fulton County determines that adequate funds are de-appropriated such that the State Entity or Fulton County cannot fulfill its obligations under the MOU, which determination is at the State Entity's with respect to its funding or at Fulton County's discretion with respect to its funding and shall be conclusive.

4. **Modification and Assignment:** Any Partner may request in writing an amendment to this MOU through the Local Workforce Development Board ("LWDB"). This MOU may be modified at any time by written agreement of the Partners. To be valid,

any modification must be in writing, signed and dated by all Partners. Assignment of responsibilities under this MOU by any of the Partners shall be effective upon written notice to all of the other Partners.

5. **Termination:** Anything contained herein to the contrary notwithstanding, Fulton County may terminate the MOU as to any individual Partner For Cause prior to the expiration of the term if the Partner commits a material breach of the MOU and fails to cure said breach to Fulton County's satisfaction after receiving thirty (30) days written notice; or Without Cause as to any individual Partner or as to all Partners prior to expiration of the term if Fulton County gives six (6) months prior written notice to all Partners.
6. **Allocation of Shared Costs:** All shared costs shall be reconciled quarterly to ensure accurately proportioned allocation among the Partners. Said reconciliation shall be completed by the fourth Wednesday of the first month of the subsequent quarter for the previous quarter. The base line budget for the first year of the contract is set forth in Exhibit "B," attached hereto and incorporated by reference. All partners shall provide timely payments on a quarterly basis upon being invoiced.
7. **One-Stop System Description:** Delivery of Adult, Dislocated Worker and Youth services shall be provided by the WorkSource Fulton. A One-Stop Operator shall provide coordination of all required Partners within the One-Stop Center as set forth in the One-Shop Operator contract, to include, but not limited to the services set forth in this MOU and in Exhibit "C" to this MOU, attached hereto and incorporated by reference.
8. **Services:** The Partners are to provide the services included hereto and as set forth in the Infrastructure Funding and Shared Services Agreement (Exhibit "A") and the services set forth in Exhibit "C", attached hereto and incorporated by reference.
9. **Affiliate Sites and Access Points:** The One-Stop system in Local Area 6 will include affiliate sites and access points. The Partners will seek to combine available resources to meet the needs of the customers, employers, job seekers and youth across the Fulton County service area.
10. **Marketing:** The Partners to this MOU agree to participate in collaborative awareness programming to inform customers and the community of the services available through the One- Stop delivery system. This programming may include:
 - Web site content.
 - Public information and education workshops and/or sessions.
 - Brochures and flyers.
 - Television/radiocommercials.
 - Public-service television/radio commercials.
 - Print media advertising.
 - Press releases.

- Public relations events.

- 11. Infrastructure Funding and Shared Services Agreement:** The Partners agree that the Infrastructure Agreement (IFA), with its shared services component reflects each Partner's fair share costs utilizing the State's proscribed Local Negotiations Guidelines and taking into consideration the respective services provided by each Partner. The IFA is incorporated herein by reference. Each Partner agrees to submit their share of the costs timely upon being invoiced by the County. Failure to make timely payments shall be a material breach of this MOU. The baseline cost of the first year [2023-2024] of the MOU is attached hereto as Exhibit "B." Exhibit "B" will be updated annually upon the automatic renewal of the MOU and presented to all necessary parties in a timely manner. Further, said IFA shall be of the same term as the MOU and may change as the Partner's resources change. The revision, modification and/or expiration of any IFA that references this MOU shall not affect the validity of this MOU. The Partners agree to make timely payments to the County upon being invoiced by the County on a quarterly basis.

Should the Partners to this MOU fail to reach agreement on required cost sharing for One-Stop operations as set forth in the attached IFA, the Partners agree to adhere to the State Infrastructure Funding Mechanism. Should a One-Stop Partner appeal any application of the State Infrastructure Funding Mechanism outcomes using the State-provided appeal process and the IFA will be updated to reflect the final One-Stop system partner's contributions subject to the outcome of the partner's appeal.

Effective Date of the Partners' Payment obligations for Infrastructure and Service Sharing Costs: Notwithstanding any other provisions of this MOU, the Partners agree that the effective date of each Partner's obligation to pay the shared costs, commenced on July 1, 2023, and their payments obligations are retroactive to this date.

- 12. Non-Discrimination and Equal Opportunity:** All Partners to this MOU certify that they adhere to applicable non-discrimination and equal opportunity laws and provision and that they are equal opportunity employers. All Partners certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Partners specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to

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

All Partners agree to participate in and provide documentation of annual staff development to ensure that all staff are properly trained in non-discrimination and equal opportunity compliance.

The role of the Equal Opportunity Officer at the local level is critical to local and state compliance with Equal Opportunity laws and regulations. Their oversight of local programs and resolution of complaints minimizes costly litigations and enhances the delivery of equitable services.

- 13. Priority of Service:** All Partners 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)(3)(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.
- 14. Confidentiality:** Partners to this MOU agree to comply with the provisions of WIOA and applicable, respective statute requirements of One-Stop Partners to assure the following:

 - a. All Partners 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 and O.C.G.A. § 34-8-120, 45 CFR Section 205.50, 20 USC 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 Partners.
 - b. Each Partner will ensure that the collection and use of any information, systems, or records that contain Personally Identifiable Information (“PII”) as defined in the Family Educational Rights and Privacy Act (“FERPA”), or Protected Health Information (“PHI”) as defined in the Health Insurance Portability and Accountability Act (“HIPPA”) and/or other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.
 - c. All application and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be

confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.

- d. No partner will publish, disclose or use, or permit or cause to be published, disclosed, or used, any confidential information pertaining to One-Stop applicants, participants, or customers overall.
- e. Each Party will ensure that access to software systems and files under its control that contain PII, PHI, 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.
- f. Each Partner expressly agrees to take measures to ensure that no PII, PHI, or other personal or confidential information is accessible by unauthorized individuals.
- g. To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Partners for the Partners' 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 and O.C.G.A. § 34-8-120, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.
- h. 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.
- i. 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.

15. Indemnification: The Partners to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each Partner to this MOU 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, to the extent allowable by law. No Partner assumes any responsibility for any other Partner, the State or non-State entities, for the consequences of any act or omission of any third party. The Partners acknowledge the WorkSource Fulton Local WDB shall have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Nothing herein shall be construed as a waiver of a Partner's (to the extent applicable) sovereign immunity or any immunity available to such Partner's employees, officers or agents.

16. Insurance Requirements: Each Partner, its Contractor and/or Consultant shall (at its

sole cost and expense), keep in full force and effect during the term of the MOU, the following minimum insurance and limits: (1) Workers Compensation Insurance as required by state law; (2) Employers Liability Insurance, with a limit of not less than One Million Dollars (\$1,000,000) each accident/policy limit; (3) Commercial General Liability Insurance with limits of liability of not less than One Million Dollars (\$1,000,000) each occurrence / Two Million Dollars (\$2,00,000) policy aggregate for person injury, bodily injury, and property damage; (4) Commercial Auto Liability Insurance with a limit of One Million Dollars (\$1,000,000) per accident for bodily injury or death of any person and property damage, including owned, non-owned and hired auto liability coverage; (5) Professional (Errors & Omissions) Liability Insurance with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence or claim / Two Million Dollars (\$2,000,000) policy aggregate. Prior to commencing work under this Agreement, each Partner shall furnish the following to the County for itself and for any subcontractor:

- Certificate of Insurance listing Fulton County Government as an Additional Insured (except for Workers Compensation and Professional Liability) using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis.
- Certificate(s) of Insurance must be sent to the County prior to commencement of any and all work in conjunction with the MOU. Certificate(s) shall be sent to the attention of the Community Development Specialist or Manager assigned to the project at: Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA 30303.
- Each Partner shall provide written notice to Fulton County Government immediately if it becomes aware or receives notice from any insurance company that coverage(s) afforded under such policy or policies shall expire, be cancelled or altered.
- The Partner's insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.
- Partner shall have the right to satisfy any of the aforementioned insurance obligations under this MOU, by means of a self-fund plan or program. In the event the Partner maintains a self-fund Workers Compensation Plan, Partner shall provide a certificate from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.

- 17. Methods of Referral:** One Stop staff shall utilize a common intake and referral. Partners agree to cross-train staff on the services of each partner agency and the spectrum of related services available through respective agencies. As appropriate, site visits, field trips, and joint training shall be available to staff who are responsible for making referrals. Partners agree to evaluate this process and modify it as needed for

improvement.

- 18. Data Sharing:** Partners agree that the collection, use, and disclosure of customers' PII and/or PHI are 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 and/or PHI, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII and PHI will be properly secured in accordance with the County's and the Local WDB's policies and procedures regarding the safeguarding of PII and PHI.
- 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.
- The collection, use, and disclosure of PHI, as defined under HIPPA, shall comply with HIPPA and applicable State privacy laws.
- All confidential data contained in Unemployment Insurance wage records must be protected in accordance with the requirements set forth in 20 CFR part 603 and O.C.G.A. § 34-8-120.
- All personal information contained in Vocational Rehabilitation records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)). All One-Stop Center and Partner, Contractor, and/or Consultant staff will be trained in the protection, use, and disclosure requirements governing PII, PHI, and any other confidential data for all applicable programs, including HIPPA-protected records, FERPA-protected education records, confidential information in UI records, and personal information in VR records.
- No Party shall disclose PII or other personal or confidential information, requested by legal process of otherwise, received from another party pursuant to this MOU, without the express written approval of the Party from which the information originated. In such matters, the Party from which the information originated will determine whether the information may legally be disclosed. The Party for which the information was requested may only release the requested information after receiving written instructions from the Party from which the information originated.

19. Data Collection/Reporting: Customer data must be available in a compatible data format to ensure sharing among local system Partners. Automated tools will be available from and implemented by the State to assist in data collection and sharing across Partner services. Partners to the MOU agree to use this system, whenever feasible, to input customer information and performance data. All Partners agree to share data and technology, unless otherwise prohibited by law.

21. Dispute Resolution: The Partners shall first attempt to resolve all disputes informally. Any party may call a meeting of all Partners to discuss and resolve disputes. Partners shall continue with their responsibilities under this MOU during any dispute.

Should informal resolution efforts fail, the dispute shall be referred to the Chair of the Fulton County LWDB who shall place the dispute upon the agenda of a regular or special meeting of the Executive Committee of the LWDB. The LWDB shall attempt to mediate and resolve the dispute. Should the LWDB Executive Committee fail to resolve the dispute, the local LWDB may seek assistance from the Governor's Office of Economic Development, Workforce Division, or other agency to assist with dispute resolution.

22. Severability: If any party of the MOU is found to be null and void, or is otherwise stricken, the remainder of this MOU shall remain in force. If any attachments or appendices to this MOU expire, are cancelled, or are found to be null and void, the remainder of this MOU shall remain in force.

23. Governing Law: This MOU is governed by and shall be interpreted in accordance with the laws of the State of Georgia, Federal WIOA regulations, State WIOA enabling legislation, and subject to the Georgia Open Records Act.

24. Assurances: The Assurances are as follows:

ASSURANCES

All Partners 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 U.S. 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 Vocational Rehabilitation agency (34 CFR 361.38),
- The Health Insurance Portability and Privacy Act (HIPPA)(Pub.L. 104–191, Aug. 21, 1996, 110 Stat. 1936) and the Privacy Regulations (45 CFR 164.500 et seq.)
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603) and O.C.G.A. § 34-8-120,
- all amendments to each, and
- all requirements imposed by the regulations issued pursuant to these acts.

25. Drug and Alcohol-free Workplace: All Partners 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.

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

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

28. Signatures: By signing below, each partner to this MOU hereby certifies its agreement to the provisions contained herein. This Memorandum of Understanding may be executed in any number of counterparts by the Partners. Each counterpart is an original but the counterparts together are one and the same agreement.

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

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

- The MOU**
- The Operating Budget**
- The Infrastructure Funding and Shared Service 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:

- The MOU**
- The Operating Budget**
- The Infrastructure Funding and Resource Sharing 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 one year from the effective start date listed herein, or**
- b) Upon amendment, modification, withdrawal, or termination.**

Signatures Begin on following Page

Partner name: _____

Signature 1

Date 1

Printed Name and Title 1

Signature 2

Date 2

Printed Name and Title 2

Signature 3

Date 3

Printed Name and Title 3

Signature 4

Date 4

Printed Name and Title

Agency Name

Contact Information

EXHIBIT “A”

**INFRASTRUCTURE FUNDING AND
SHARED SERVICES AGREEMENT**

In accordance with the Workforce Innovation and Opportunity Act of 2014 (hereinafter WIOA), this Infrastructure Funding and Shared Services Agreement (hereinafter “IFA”) is entered into by and between the **WorkSource Fulton** (hereinafter WorkSource Fulton), the Chief **Local Elected Official (CLEO)** and the **Partner agencies**, listed below.

Partners: The Partners to this IFA are the following:

WorkSource Fulton
Fulton County Chief Local Elected Official (CLEO)
FULTON COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT (“Select Fulton”)
for WIOA Title I Services at Affiliate Centers
Technical College System of Georgia, Office of Workforce Development
Gwinnett Technical College

1. **Purpose:** The WIOA regulations provide that the responsibility for the provision of and financing for applicable One-Stop operations is to be proportionate to the use of services at the center by individuals attributable to the Partners' programs. The purpose of this IFA is to provide a framework for each of the Partners' commitments regarding the allocation and sharing of operational costs and resources in the One-Stop system serving Fulton County. WorkSource Fulton' One-Stop Operator, to be determined through a Request for Proposals (RFP) , has been designated by the Local Workforce Development Board for Fulton County (LWDB) and will be responsible for the coordination of services and ensuring that Partner Agencies adhere to the terms of this IFA. As necessary, details of the One-Stop Operator's responsibilities will be more specifically outlined in the Operational Plan that will be developed by the Partners to this IFA.
2. **Duration:** This IFA shall remain in effect from July 1, 2023, through June 30, 2024, with three (3) automatic renewal options, subject to appropriation or the availability of sufficient funding each year and where, necessary, the proper appropriation of such funding by the Partners. In no event, shall the duration of this IFA exceed the term of the MOU, which is incorporated as if set forth herein.
3. **Modification:** The Partners recognize that modifications to the IFA may be necessary during the period of performance. Any party may make a written request for modification to the LWDB through the One-Stop Operator. In order to be valid, any modification to the IFA must be in writing and signed by all of the Partners. Assignment of any responsibilities under this IFA by any of the Partners shall be effective upon written notice to the other Partners.

4. **Termination:** Notwithstanding any other provision of this contract, in the event that any of the sources of Partner funds for services under this contract no longer exist or in the event the sum of all obligations by the Partner incurred under this and all other contracts entered into exceeds the balance of available funds, then the Partner's obligations under this IFA shall immediately terminate upon receipt of written notification from the Partner's designated signatory to the LWDB through the One-Stop Operator. The certification by the legal signatory of the Partner that occurrence of either of the events stated above shall be conclusive.

Specifically as to State Partners, pursuant to O.C.G.A. Section 50-5-64, and the County Partners, pursuant to O.C.G.A. Section 36-60-13, this IFA shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. Further, pursuant to O.C.G.A. Section 50-5-64, and O.C.G.A. Section 36-60-13 this IFA will terminate immediately and absolutely if the State Entity or County entity determines that adequate funds are de-appropriated such that the State Entity or County entity cannot fulfill its obligations under the IFA, which determination is at the State Entity's sole discretion as to its funding or at the County's entity's sole discretion as to its funding and shall be conclusive.

This IFA and applicable attachments to this IFA may be terminated for cause, in whole or in part, by the Chief Local Elected Official and LWDB after consultation with the Governor's Office of Economic Development, Workforce Division at any time for a Partner's failure to perform any of the provisions hereof. The termination shall be accomplished by notice in writing and mailed or delivered to the address of the Partner in this IFA or the last known subsequent address. The Partner will be required to submit a final expenditure report to the One-Stop Operator and/or other applicable Partners not later than 45 days after the effective date of written notice of termination. Upon termination of this IFA or applicable attachments, the Partner shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by WIOA regulations, other applicable law or the terms of this contract.

The LWDB/Chief Local Elected Official reserve the right to request resolution of any dispute arising between or among the Partners utilizing the Partner's agreed upon dispute resolution process if the Partner(s) fail to comply substantially with the terms of this IFA, to provide the quality of service required, or to meet the specified completion schedule of its duties under this contract. The suspension shall be accomplished by notice in writing to the Partner(s) and shall specify the reason, suspension date, required corrective action for reinstatement, and other pertinent information or actions required to protect the interests of One-Stop customers. The written notice of suspension shall be mailed or delivered to the Partner address in this IFA or to the last known subsequent address.

The venue for any legal proceedings between or among the Partners that relate to this IFA shall be Fulton County Superior Court, Georgia.

5. **Patent Rights, Copyrights, and Rights in Data:** The Partners agree if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded through this IFA, the LWDB shall determine whether protection of the invention or discovery shall be

sought. The LWDB will also determine how the rights to the invention or discovery, including any rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

Except as otherwise provided in this IFA the author or the LWDB is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this IFA. Should any copyright materials be produced as a result of this IFA, the applicable federal agency and the LWDB shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government purposes.

6. **Memorandum of Understanding:** This IFA including all attachments and modifications is incorporated by reference as an attachment into the Memorandum of Understanding executed between the Partners to this IFA, including all modifications thereto. This IFA has a one-year term with automatic renewal options subject to the Partners' budgetary appropriations. Modifications and/or expiration of the IFA shall not affect the validity of the Memorandum of Understanding. Any provision in the IFA that conflicts with, expands upon, or is more restrictive than the terms of the MOU shall control.
7. **Accessibility:** Accessibility to the services provided by the Fulton County One-Stop and all Partner agencies is essential to meeting the requirements and goals of the American Job Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.
8. **Shared Services:** The Partners signing this IFA agree to provide or contribute to the delivery of services in the WorkSource Fulton as detailed below:
 - a. **Fulton County Board of Commissioners, Chief Local Elected Official:** The Chief Local Elected Official ("CLEO") for Fulton County is John Eaves, Chairman, or his ex officio replacement of the Fulton County Board of Commissioners. The CLEO will:
 - In Partnership with the WorkSource Fulton 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;
 - Approve the WorkSource Fulton budget and workforce center cost allocation plan;
 - Approve the selection of the one-stop operator following the competitive procurement process; and
 - Coordinate with the WorkSource Fulton to oversee the operations of the WorkSource Fulton One-Stop Center.
 - b. **WorkSource Fulton will:**
 - In partnership with the CLEO and other applicable Partners within the Local WDA, develop and submit a Local Workforce Development Area plan that includes a

description of the activities that shall be undertaken by the Local WDB 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 LCEO and the other Local WDBs within the regional area, design and approve the American Job Center 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 competitively procured one-stop operator.
- In collaboration with the CLEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator;
- Determine the role and day-to-day duties of the one-stop operator;
- Approve annual budget allocations for operation of the One-Stop Center;
- Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners;
- Leverage additional funding for the One-Stop Center network to operate and expand one-stop customer activities and resources; and
- Review and evaluate performance of the Fulton County LWDA and one-stop operator.

c. **Local Workforce Development Board Staff** will:

- Assist the CLEO and WorkSource Fulton with the development and submission of a single regional plan;
- Support WorkSource Fulton with the implementation and execution of the regional 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;
- Oversee negotiations and maintenance of MOUs with one-stop Partners; and
- Invoice and collect shared services and infrastructure funding cost from each partner on a quarterly basis.

d. **One Stop Operator** will:

- Coordinate the provision of WIOA and Wagner-Peyser funded services by other agencies for the universal population at a Comprehensive One-Stop Center consistent with the One-Stop Operator’s Business Plan.
 - Conduct a self-assessment along with the Local Workforce Development Board to ensure compliance with the recertification criteria.
 - Incorporate all Partners into the comprehensive one-stop; include who are electronically present in the comprehensive one-stop
 - Handle complaints and/or concerns from customers
 - Oversee staff teams
 - Develop and deliver technical assistance
 - Measure outcomes and evaluate system effectiveness
 - Collect data and use data validation methodology
 - Report data timely
 - Ensure all partner agencies are collaborating and cooperating in the implementation of the partner programs
 - Train the one-stop operator staff
 - Cross-train the partner-program staff
 - Conduct organizational capacity building to guide their internal development and activities
 - Bring together the partner programs to ensure adequate outreach of the one-stop center
 - Demonstrate a thorough understanding of target populations for partner programs
 - Take ownership/leadership in ensuring all partners are contributing to the center, both financially as well as through resources and staff time
 - Comply with all federal/state/local regulations
 - Provide oversight to ensure that all partner agencies are also in compliance with all federal/state/local regulations
- e. **FULTON COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT (“Select Fulton”) for WIOA Title I Services at Affiliate Centers** will:
- Operate WIOA Title I Services at Affiliate Centers
- f. **Technical College System of Georgia, Office of Workforce Development** will:
- Operate Rapid Response
- g. **Gwinnett Technical College** will:
- Provide an email address to staff to refer customers to GTC.

9. **Benefits Received:** The Partners agree that the benefits to be derived from the above services will be:

- Increased customer access to programs;
- Cost-effective and efficient program delivery;
- Improved program retention due to a wider array of support for customers;
- Greater customer satisfaction;
- Non-duplication of services; and
- Strengthened relationships among partner agencies.

Resource Allocation:

- The Partners agree that the contributed resources and benefits set out in this IFA are in proportion to each other as determined by a reasonable estimate of the distribution of services and contributed resources to be made by each of the Partners over the course of this IFA.
- The Partners will review the data collected during the first six (6) months of operation, and calculate from that information the cost allocations to be utilized for the Partners for the remainder of the duration of the IFA.
- If it is determined that the costs are disproportionate to any party, the Partners agree to revisit and revise this IFA as necessary.
- Resource allocation methodologies used will be in compliance with cost principles outlined in applicable OMB Circulars.
- Actual costs expended toward the provision of shared services and a measurement of actual benefit to each of the programs will be tracked and made available to the One-Stop operator by the Partners at least on a quarterly basis as outlined below.
 - All Partners agree that during the first six (6) months of One-Stop operations, Partners will provide the following information no later than fifteen (15) days after the end of each quarter, as applicable to support collection of said data:
 - Updated staffing information (as of the 1st day of the 1st month of each quarter), and
 - Actual customer participation numbers (as of the last day of the last month of each quarter).

Infrastructure Costs:

Physical Co-location: The costs for infrastructure have been allocated to Partners based on a weighted square footage methodology. All associated infrastructure costs are added together and then divided by the partner's square footage usage. We have identified the size of the cubicles in the One Stop Center as approximately 24 square feet. Partners will be charged for their direct square footage usage. The weighted direct square footage cost is then increased by 30% to include shared circulation costs. Shared circulation includes spaces such as waiting rooms, resources rooms, bathrooms, breakrooms, etc. The formula for these calculations is (Direct Cost per Sq. Ft X 1.3). This percentage has been confirmed as reasonable by the State Properties Commission (SPC). The Fulton County federally approved indirect rate, 20.5%, is then applied to this calculation to cover the costs associated with property and contract management, as well as WIOA required invoicing and reconciliation. The space occupied by Partners will include basic furniture, building related services, maintenance, security, and telephone and computer access. If Fulton County is asked to supply additional software licensing based on partner usage, then any additional cost may be resolved during reconciliation. If a partner will be in the one-stop 20 hours a week or less, the costs of the cubicle or office will be divided in half.

Electronic Co-location: The weighted square footage cost includes everything that should be calculated as an infrastructure cost, including technology. Fulton County proposes to charge for electronic colocation based on the price of a cubicle. (The cubicle methodology is described above.) This cubicle represents a technology access spot that will be identified in every Fulton County Career Center that has been chosen as the Comprehensive One-stop. The access spot will include a computer with Skype access, a Voice Over Internet Protocol (VoIP) phone line, and all required disability accommodations. The price for the access spot can be divided by the number of Partners that are co-locating electronically.

Other Shared Costs: The service that is utilized by all of the Partners in this region is the staffing associated with ushering a customer from the door of the center to the point of partner referral. These services are generally carried out by front desk and resource room staff. Those individuals have the job title of either service specialist or service specialist assistant. To ensure uniformity, Fulton County will charge for these salaries based on the Fulton County mid-point plus the benefits package. The costs for “other shared costs” will be allocated to Partners based on a usage methodology. The Fulton County will calculate usage based on the amount of referrals that each Partner receives from the common area staff at the Comprehensive One-stop through the manual data system. Partners will be given reports regularly, and will be able to confirm their totals using their own data systems. The “other shared costs” total will then be divided by the percentage of referrals that a program receives. For example, if the center staff completed 100 referrals, and WIOA received 10 referrals, then WIOA would be responsible for 10% of the “other shared costs”. Until the first quarter’s reconciliation, we do not know the amount that each partner will be responsible for; however, we have calculated the total amount of “other shared costs” in the accompanying spreadsheet.

Other Shared Costs: The service that is utilized by all of the Partners in this region is the staffing associated with ushering a customer from the door of the center to the point of partner referral

Effective Date of the Partners’ Payment obligations for Infrastructure and Service Sharing Costs: Notwithstanding any other provisions of this IFA, the Partners agree that the effective date of each Partner’s obligation to pay the shared costs, commenced on July 1, 2023 and their payments obligations are retroactive to this date.

All Partners agree that during the first six (6) months of One-Stop operations, Partners will provide the following information no later than fifteen (15) days after the end of each quarter, as applicable to support collection of said data:

- Updated staffing information (as of the 1st day of the 1st month of each quarter), and
- Actual customer participation numbers (as of the last day of the last month of each quarter).

Each Partner shall maintain and be responsible for its individual policy of insurance and/or may self-fund their potential liabilities that may arise from the One-Stop system, as described in the MOU, and each Partner shall abide by the Indemnification provision in the MOU.

The Partner named below enter into this Infrastructure and Sharing Agreement in good faith on behalf of their corresponding organizations and stakeholders on this the _____ day of _____, _____. By signing below, each Partner to this Infrastructure and Sharing Agreement hereby certifies its agreement to the provisions contained herein. This Infrastructure Sharing Agreement may be executed in any number of counterparts by the Partners. Each counterpart is an original but the counterparts together are one and the same agreement.

SIGNATURES FOLLOW ON NEXT PAGE

Partner name: _____

Signature 1

Date 1

Printed Name and Title 1

Signature 2

Date 2

Printed Name and Title 2

Signature 3

Date 3

Printed Name and Title 3

Agency Name

Contact Information

Exhibit "B"
2023/2024

Operating Budget

SHARED COST CATEGORY	TOTAL ANNUAL BUDGET	Funding Formula	ANNUAL BUDGET ALLOCATION TO PARTNERS			
			Title IB	Rapid Response	GTC on Adult Education	Perkins GTC
Part 1: SFCC 5600 stonewall Tell Rd. Suite #201 and #204 College Park, Georgia 30349 Comprehensive One-Stop Center Infrastructure Costs						
Facilities Costs	weighted square footage			"=(1.3 * (24/2008)) + 20.5%"	"=((1.3 * (24/2008)) + 20.5%)/2"	"=((1.3 * (24/2008)) + 20.5%)/2"
Lease Cost	\$0.00	plus 20.5%	indirect rate	\$0.00	\$0.00	\$0.00
Facility Maintenance	\$5,000.00		\$5,000.00	\$93.62	\$46.81	\$46.81
Property and Casualty insurance	\$300.00		\$300.00	\$5.62	\$2.81	\$2.81
Security Service	\$45,734.88		\$45,734.88	\$856.30	\$428.15	\$428.15
Cleaning Services	\$1,204.80		\$1,204.80	\$22.56	\$11.28	\$11.28
Utilities	\$5,000.00		\$5,000.00	\$93.62	\$46.81	\$46.81
Technology Costs					\$0.00	\$0.00
Telecommunications and Internet	\$4,644.00		\$4,644.00	\$86.95	\$43.48	\$43.48
Equipment and Technology costs	\$1,174.00		\$1,174.00	\$21.98	\$10.99	\$10.99
Assistive technology	\$0.00			\$0.00	\$0.00	\$0.00
Common Identifier Marketing Costs					\$0.00	\$0.00
Signage	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Other "common identifier" costs	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Other Infrastructure Costs					\$0.00	\$0.00
Other Cost Description	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Other Cost Description	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Other Cost Description	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Total, Infrastructure Costs	\$63,057.68		\$63,057.68	\$1,180.64	\$590.32	\$590.32

**Exhibit “B”
2023/2024**

SHARED COST CATEGORY	TOTAL ANNUAL BUDGET	Funding Formula	ANNUAL BUDGET ALLOCATION TO PARTNERS					
			Title IB	Rap id Respo nse	GTC	ion Educat Adult	GTC	Perkin s
Part 2: Workforce Development Division Local One-Stop Delivery System Costs								
Costs Related to Board Functions								
Salary, benefits and other expenses	\$21,104.37		\$21,104.37	\$0.00	\$0.00	\$0.00		
Board meeting costs	\$7,107.68		\$7,107.68	\$0.00	\$0.00	\$0.00		
Audit costs of incorporated boards	\$0.00			\$0.00	\$0.00	\$0.00		
Errors and omissions insurance	\$0.00			\$0.00	\$0.00	\$0.00		
Costs of strategic data gathering	\$0.00			\$0.00	\$0.00	\$0.00		
Other Cost Description	\$0.00			\$0.00	\$0.00	\$0.00		
Other Cost Description	\$0.00			\$0.00	\$0.00	\$0.00		
Costs to Promote Service Integration								
Joint staff training	\$4,800.00		\$4,800.00	\$0.00	\$0.00	\$0.00		
Customer satisfaction measurment	\$2,966.00		\$2,966.00	\$0.00	\$0.00	\$0.00		
Business services	\$0.00			\$0.00	\$0.00	\$0.00		
One-stop center reception	\$62,049.00		\$62,049.00	\$0.00	\$0.00	\$0.00		
Resource room materials and staffing	\$2,400.00		\$2,400.00	\$0.00	\$0.00	\$0.00		
Other Cost Description	\$0.00			\$0.00	\$0.00	\$0.00		
Other Cost Description	\$0.00			\$0.00	\$0.00	\$0.00		
Total, One-Stop Delivery System Costs	\$100,427.05		\$100,427.05	\$0.00	\$0.00	\$0.00		
SHARED COST CATEGORY	TOTAL ANNUAL BUDGET	Funding Formula	ANNUAL BUDGET ALLOCATION TO PARTNERS					
Part 3: Workforce Development Division Other Shared Costs			Title IB	Rap id Respo nse	GTC	ion Educat Adult	GTC	Perkin s
Career Services (Must be shared among all partners)	\$42,648.00		\$42,648.00	\$0.00	\$0.00	\$0.00		
Basic Career Services	\$169,972.90		\$169,972.90	\$0.00	\$0.00	\$0.00		
Individualized Career Services	\$331,969.40		\$331,969.40	\$0.00	\$0.00	\$0.00		
Follow-up services	\$59,723.10		\$59,723.10	\$0.00	\$0.00	\$0.00		
Other Shared Costs	\$0.00			\$0.00	\$0.00	\$0.00		
Initial Intake	\$0.00			\$0.00	\$0.00	\$0.00		
Assessment of Needs	\$0.00			\$0.00	\$0.00	\$0.00		
Appraisal of basic skills	\$0.00			\$0.00	\$0.00	\$0.00		
Identification of services	\$850.00		\$850.00	\$0.00	\$0.00	\$0.00		
referrals	\$0.00			\$0.00	\$0.00	\$0.00		
Costs of Local WDB	\$0.00			\$0.00	\$0.00	\$0.00		
Total, Other Shared Costs	\$605,163.40		\$605,163.40	\$0.00	\$0.00	\$0.00		
Total, Parts 1, 2 and 3	\$768,648.13		\$768,648.13	\$1,180.64	\$590.32	\$590.32		

EXHIBIT “C”

Services:

At least one WIOA title I staff person physically present, and the Center must provide the career services listed in 20 CFR 678-430:

Career services, as identified in Sec. 134(c)(2) of WIOA, consist of three types (Basic career services must be made available and, at a minimum, must include the following services, as consistent with allowable program activities and Federal cost principles): Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs; Outreach, intake (including worker profiling), and orientation to information and other services available through the one-stop delivery system. For the TANF program, States must provide individuals with the opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to the application Web site; Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service’s needs.

Labor exchange services, including— Job search and placement assistance, and, when needed by an individual, career counseling, including—

Provision of information on in-demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and

Provision of information on nontraditional employment; and

Appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the one-stop delivery system; Provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and, when appropriate, other workforce development programs;

Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including—

Job vacancy listings in labor market areas;

Information on job skills necessary to obtain the vacant jobs listed; and

Information relating to local occupations in demand and the earnings, skill requirements, and Opportunities for advancement for those jobs;

Provision of performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers;

Provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;

Provision of information, in usable and understandable formats and languages, relating to the availability

of supportive services or assistance, and appropriate referrals to those services and assistance, including: Child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; and assistance under a State program for TANF, and other supportive services and transportation provided through that program;

Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation.

“Meaningful assistance” means:

Providing assistance on-site using staff who are well-trained in unemployment compensation claims filing and the rights and responsibilities of claimants; or

Providing assistance by phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time.

The costs associated in providing this assistance may be paid for by the State's unemployment insurance program, or the WIOA adult or dislocated worker programs, or some combination thereof.

Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

Individualized career services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. These services include the following services, as consistent with program requirements and Federal cost principles:

Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include—

Diagnostic testing and use of other assessment tools; and

In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;

Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, the eligible training providers (as described in §680.180 of this chapter);

Group counseling;

Individual counseling;

Career planning;

Short-term pre-vocational services including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training;

Internships and work experiences that are linked to careers (as described in §680.170 of this chapter);

Workforce preparation activities;

Financial literacy services as described in sec. 129(b)(2)(D) of WIOA and §681.500 of this chapter;

Out-of-area job search assistance and relocation assistance; and

English language acquisition and integrated education and training programs.

Follow-up services must be provided, as appropriate, including: Counseling regarding the workplace, for participants in adult or dislocated worker workforce investment activities who are placed in unsubsidized employment, for up to 12 months after the first day of employment.

In addition to the requirements in paragraph (a)(2) of this section, TANF agencies must identify employment services and related support being provided by the TANF program (within the local area) that qualify as career services and ensure access to them via the local one-stop delivery system.

Fulton Count will provide staff during its business hours at its locations for applicable Career Services. Coordination will be provided by the One Stop Operator according to its contract with Fulton County.

Access to training services described in 20 CFR 680.200:

Types of training services are listed in WIOA Sec. 134(c)(3)(D) and below include: (This list is not all-inclusive and additional training services may be provided.)

Occupational skills training, including training for nontraditional employment;

On-the-job training (OJT) (See §§ 680.700, 680.710, 680.720, and 680.730);

Incumbent worker training, in accordance with WIOA Sec. 134(d)(4) and §§ 680.780, 680.790, 680.800, 680.810, and 680.820;

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

Training programs operated by the private sector;

Skills upgrading and retraining;

Entrepreneurial training;

Transitional jobs in accordance with WIOA Sec. 134(d)(5) and §§ 680.190 and 680.195; 1056

Job readiness training provided in combination with services listed in paragraphs (a) through (h) of this section;

Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with training services listed in paragraphs (a) through (g) of this section;

Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training (see §§ 680.760 and 680.770).

Fulton Count will provide staff during its business hours at its locations for applicable Training Services. Coordination will be provided by the One Stop Operator according to its contract with Fulton County.

Access to any employment and training activities carried out under Section 134(d) of WIOA:

Permissible Local Employment and Training Activities include:

IN GENERAL-

ACTIVITIES- Funds allocated to a local area for adults under paragraph (2)(A) or (3), as appropriate, of section 133(b), and funds allocated to the local area for dislocated workers under section 133(b)(2)(B), may be used to provide, through the one-stop delivery system involved (and through collaboration with the local board, for the purpose of the activities described in clauses (vii) and (ix))--

customized screening and referral of qualified participants in training services described in subsection (c)(3) to employers;

customized employment-related services to employers, employer associations, or other such organizations on a fee-for-service basis;

implementation of a pay-for-performance contract strategy for training services, for which the local board may reserve and use not more than 10 percent of the total funds allocated to the local area under paragraph (2) or (3) of section 133(b);

customer support to enable individuals with barriers to employment (including individuals with disabilities) and veterans, to navigate among multiple services and activities for such populations;

technical assistance for one-stop operators, one-stop Partners, and eligible providers of training services, regarding the provision of services to individuals with disabilities in local areas, including the development and training of staff, the provision of outreach, intake, assessments, and service delivery, the coordination of services across providers and programs, and the development of performance accountability measures;

employment and training activities provided in coordination with--

child support enforcement activities of the State and local agencies carrying out part D of title IV of the Social Security Act (42 U.S.C. 651 et seq.);

child support services, and assistance, provided by State and local agencies carrying out part D of title IV of the Social Security Act (42 U.S.C. 651 et seq.);

cooperative extension programs carried out by the Department of Agriculture; and

activities to facilitate remote access to services provided through a one-stop delivery system, including facilitating access through the use of technology;

activities--

to improve coordination between workforce investment activities and economic development activities carried out within the local area involved, and to promote entrepreneurial skills training and microenterprise services;

to improve services and linkages between the local workforce investment system (including the local one-stop delivery system) and employers, including small employers, in the local area, through services described in this section; and

to strengthen linkages between the one-stop delivery system and unemployment insurance programs;

training programs for displaced homemakers and for individuals training for nontraditional occupations, in

conjunction with programs operated in the local area;

activities to provide business services and strategies that meet the workforce investment needs of area employers, as determined by the local board, consistent with the local plan under section 108, which services--

may be provided through effective business intermediaries working in conjunction with the local board, and may also be provided on a fee-for-service basis or through the leveraging of economic development, philanthropic, and other public and private resources in a manner determined appropriate by the local board; and

may include--

developing and implementing industry sector strategies (including strategies involving industry partnerships, regional skills alliances, industry skill panels, and sectoral skills partnerships);

developing and delivering innovative workforce investment services and strategies for area employers, which may include career pathways, skills upgrading, skill standard development and certification for recognized postsecondary credential or other employer use, apprenticeship, and other effective initiatives for meeting the workforce investment needs of area employers and workers;

assistance to area employers in managing reductions in force in coordination with rapid response activities provided under subsection (a)(2)(A) and with strategies for the aversion of layoffs, which strategies may include early identification of firms at risk of layoffs, use of feasibility studies to assess the needs of and options for at-risk firms, and the delivery of employment and training activities to address risk factors; and

the marketing of business services offered under this title, to appropriate area employers, including small and mid-sized employers;

activities to adjust the economic self-sufficiency standards referred to in subsection (a)(3)(A)(xii) for local factors, or activities to adopt, calculate, or commission for approval, economic self-sufficiency standards for the local areas that specify the income needs of families, by family size, the number and ages of children in the family, and substate geographical considerations;

improved coordination between employment and training activities and programs carried out in the local area for individuals with disabilities, including programs carried out by State agencies relating to intellectual disabilities and developmental disabilities, activities carried out by Statewide Independent Living Councils established under section 705 of the Rehabilitation Act of 1973 (29 U.S.C. 796d), programs funded under part B of chapter 1 of title VII of such Act (29 U.S.C. 796e et seq.), and activities carried out by centers for independent living, as defined in section 702 of such Act (29 U.S.C. 796a); and

implementation of promising services to workers and businesses, which may include support for education, training, skill upgrading, and statewide networking for employees to become workplace learning advisors and maintain proficiency in carrying out the activities associated with such advising.

WORK SUPPORT ACTIVITIES FOR LOW-WAGE WORKERS-

IN GENERAL- Funds allocated to a local area for adults under paragraph (2)(A) or (3), as appropriate, of section 133(b), and funds allocated to the local area for dislocated workers under section 133(b)(2)(B), may be used to provide, through the one-stop delivery system involved, work support activities designed to assist low-wage workers in retaining and enhancing employment. The one-stop Partners of the system shall

coordinate the appropriate programs and resources of the Partners with the activities and resources provided under this subparagraph.

ACTIVITIES- The work support activities described in clause (i) may include the provision of activities described in this section through the one-stop delivery system in a manner that enhances the opportunities of such workers to participate in the activities, such as the provision of activities described in this section during nontraditional hours and the provision of onsite child care while such activities are being provided.

SUPPORTIVE SERVICES- Funds allocated to a local area for adults under paragraph (2)(A) or (3), as appropriate, of section 133(b), and funds allocated to the local area for dislocated workers under section 133(b)(2)(B), may be used to provide supportive services to adults and dislocated workers, respectively-- who are participating in programs with activities authorized in paragraph (2) or (3) of subsection (c); and who are unable to obtain such supportive services through other programs providing such services.

NEEDS-RELATED PAYMENTS-

IN GENERAL- Funds allocated to a local area for adults under paragraph (2)(A) or (3), as appropriate, of section 133(b), and funds allocated to the local area for dislocated workers under section 133(b)(2)(B), may be used to provide needs-related payments to adults and dislocated workers, respectively, who are unemployed and do not qualify for (or have ceased to qualify for) unemployment compensation for the purpose of enabling such individuals to participate in programs of training services under subsection (c)(3).

ADDITIONAL ELIGIBILITY REQUIREMENTS- In addition to the requirements contained in subparagraph (A), a dislocated worker who has ceased to qualify for unemployment compensation may be eligible to receive needs-related payments under this paragraph only if such worker was enrolled in the training services--

by the end of the 13th week after the most recent layoff that resulted in a determination of the worker's eligibility for employment and training activities for dislocated workers under this subtitle; or

if later, by the end of the 8th week after the worker is informed that a short-term layoff will exceed 6 months.

LEVEL OF PAYMENTS- The level of a needs-related payment made to a dislocated worker under this paragraph shall not exceed the greater of--

the applicable level of unemployment compensation; or

if such worker did not qualify for unemployment compensation, an amount equal to the poverty line, for an equivalent period, which amount shall be adjusted to reflect changes in total family income.

INCUMBENT WORKER TRAINING PROGRAMS-

IN GENERAL-

STANDARD RESERVATION OF FUNDS- The local board may reserve and use not more than 20 percent of the funds allocated to the local area involved under section 133(b) to pay for the Federal share of the cost of providing training through a training program for incumbent workers, carried out in accordance with this paragraph.

DETERMINATION OF ELIGIBILITY- For the purpose of determining the eligibility of an employer to receive funding under clause (i), the local board shall take into account factors consisting of--

the characteristics of the participants in the program;

the relationship of the training to the competitiveness of a participant and the employer; and

such other factors as the local board may determine to be appropriate, which may include the number of employees participating in the training, the wage and benefit levels of those employees (at present and anticipated upon completion of the training), and the existence of other training and advancement opportunities provided by the employer.

STATEWIDE IMPACT- The Governor or State board involved may make recommendations to the local board for providing incumbent worker training that has statewide impact.

TRAINING ACTIVITIES- The training program for incumbent workers carried out under this paragraph shall be carried out by the local board in conjunction with the employers or groups of employers of such workers (which may include employers in partnership with other entities for the purposes of delivering training) for the purpose of assisting such workers in obtaining the skills necessary to retain employment or avert layoffs.

EMPLOYER PAYMENT OF NON-FEDERAL SHARE- Employers participating in the program carried out under this paragraph shall be required to pay for the non-Federal share of the cost of providing the training to incumbent workers of the employers.

NON-FEDERAL SHARE-

FACTORS- Subject to clause (ii), the local board shall establish the non-Federal share of such cost (taking into consideration such other factors as the number of employees participating in the training, the wage and benefit levels of the employees (at the beginning and anticipated upon completion of the training), the relationship of the training to the competitiveness of the employer and employees, and the availability of other employer-provided training and advancement opportunities.

LIMITS- The non-Federal share shall not be less than--

10 percent of the cost, for employers with not more than 50 employees;

25 percent of the cost, for employers with more than 50 employees but not more than 100 employees; and

50 percent of the cost, for employers with more than 100 employees.

CALCULATION OF EMPLOYER SHARE- The non-Federal share provided by an employer participating in the program may include the amount of the wages paid by the employer to a worker while the worker is attending a training program under this paragraph. The employer may provide the share in cash or in kind, fairly evaluated.

TRANSITIONAL JOBS- The local board may use not more than 10 percent of the funds allocated to the local area involved under section 133(b) to provide transitional jobs under subsection (c)(3) that--

are time-limited work experiences that are subsidized and are in the public, private, or nonprofit sectors for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history;

are combined with comprehensive employment and supportive services; and

are designed to assist the individuals described in subparagraph (A) to establish a work history, demonstrate success in the workplace, and develop the skills that lead to entry into and retention in unsubsidized

employment.

Fulton Count will provide staff during its business hours at its locations for applicable Permissible Local Employment and Training Activities. Coordination will be provided by the One Stop Operator according to its contract with Fulton County.

Access to programs and activities carried out by one-stop Partners listed in 20 CFR 678-400 through 678,410, including the Wagner-Peyser Act ES program:

Section 121(b)(1)(B) of WIOA identifies the entities that are required Partners in the local one-stop delivery systems.

The required Partners are the entities responsible for administering the following programs and activities in the local area:

Programs authorized under title I of WIOA, including:

Adults;

Dislocated workers;

Youth;

Job Corps;

YouthBuild;

Native American programs; and

Migrant and seasonal farmworker programs;

The Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;

The Adult Education and Family Literacy Act (AEFLA) program authorized under title II of WIOA;

The Vocational Rehabilitation (VR) program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;

The Senior Community Service Employment Program authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.);

Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.);

Trade Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.);

Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.;

Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 et seq.);

Employment and training activities carried out by the Department of Housing and Urban Development;
Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law);

Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532); and

Temporary Assistance for Needy Families (TANF) 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 §678.405(b).

§678.405 Is Temporary Assistance for Needy Families a required one-stop partner?

Yes, TANF, authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), is a required partner.

The Governor may determine that TANF will not be a required partner in the State, or within some specific local areas in the State. In this instance, the Governor must notify the Secretaries of the U.S. Departments of Labor and Health and Human Services in writing of this determination.

In States, or local areas within a State, where the Governor has determined that TANF is not required to be a partner, local TANF programs may still work in collaboration or partnership with the local one-stop centers to deliver employment and training services to the TANF population unless inconsistent with the Governor's direction.

Other entities may serve as one-stop Partners:

Other entities that carry out a workforce development program, including Federal, State, or local programs and programs in the private sector, may serve as additional Partners in the one-stop delivery system if the LWDB and Chief Local Elected Official(s) approve the entity's participation.

Additional Partners may include, but are not limited to:

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));

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, but not limited to, employment, education, and training programs provided by public libraries or in the private sector.

Fulton Count will provide staff during its business hours at its locations for applicable services. Georgia Department of Labor will provide staff during Fulton County business hours at Fulton County locations for applicable services. All other Partners will provide staff at their locations with “direct linkage” to the designated space with telephone and computer internet access provided by Fulton County for dedicated use

for referrals. Coordination will be provided by the One Stop Operator according to its contract with Fulton County.

Workforce and labor market information, with access to these programs, services, and activities during regular business days at a comprehensive one-stop center (20CFR § 678.305(c)).

Customers must have access to these programs, services, and activities during regular business days at a comprehensive one-stop center. The Local Workforce Development Board (WDB) may establish other service hours at other times to accommodate the schedules of individuals who work on regular business days. The State WDB will evaluate the hours of access to service as part of the evaluation of effectiveness in the one-stop certification process described in §678.800(b).

Fulton County will provide staff during its business hours at its locations for applicable services. Georgia Department of Labor will provide staff during Fulton County business hours at Fulton County locations for applicable services. All other Partners will provide staff at their locations with “direct linkage” to the designated space with telephone and computer internet access provided by Fulton County for dedicated use for referrals. Coordination will be provided by the One Stop Operator according to its contract with Fulton County.



May 16, 2023

WorkSource Fulton
3700 M.L.K. Jr Dr SW
Atlanta, GA 30331

FINAL NOTICE

Dear Director Lacy:

The TCSG Office of Workforce Development (OWD) received your final Corrective Action Response (CAR) on May 8, 2023. Final approval was granted by OWD for all findings on the dates listed below.

I. Proposed Corrective Action – Accepted

Finding #1 LWDA 06-2021-22-01: OWD accepts your proposed corrective action.

Date accepted: 05-08-23

Finding #2 LWDA 06-2020-21-02: OWD accepts your proposed corrective action.

Date accepted: 05-08-23

Finding #3 LWDA 06-2021-22-03: OWD accepts your proposed corrective action.

Date accepted: 05-08-23

This response shall serve as official notice that LWDA 06 has satisfied all corrective action requirements resulting from the TCSG Office of Workforce (OWD) PY 2021 on-site monitoring as of March 24, 2023.

As a component of OWD's PY 2022 monitoring, implementation of the corrective actions may be further evaluated in the next monitoring review.

Sincerely,

Kristin Laarhoven
Executive Director

CC: LWDA CLEO
LWDA BOARD CHAIR



Select Fulton
Workforce Development Division
WorkSource Fulton



August 4, 2023

Program Director Tenesha McCulloch,
EQUUS Workforce Solutions
WorkSource Fulton
5600 Stonewall Tell Rd., Suite 201
College Park, GA 30349

Dear Ms. McCulloch,

In accordance with federal regulations, WorkSource Fulton performed on-site monitoring and quality assurance testing for services provided by EQUUS Workforce Solutions for Adult, Dislocated Worker, and Youth programs under the Workforce Innovation and Opportunity Act for Program Year 2022.

As a result of this review, opportunities for strengthening internal controls were identified and corrective actions have been provided to improve program outcomes.

A Corrective Action Response (CAR) for the findings detailed in this report is due ten (10) business days from the date of this notice. The CAR should documents plan for resolving all required actions outlined in this report. Please submit the CAR via email to david.keyes@fultoncountyga.gov.

Sincerely,

Brett Lacy
Deputy Director
Select Fulton
CC: CLEO
LWDB

WorkSource Fulton
Program Year 2022 Subrecipient Monitoring
EQUUS 06

Monitoring Report on WIOA Subrecipient Compliance

EQUUS Workforce Solutions
WorkSource Fulton

Program Year 2022

Onsite Review: June 20 through June 26, 2023

WorkSource Fulton
 Program Year 2022 Subrecipient Monitoring
 EQUUS 06

PY2022 Financial Monitoring Results

Category	Prior Year Findings	Current Year Findings	Current Year Observations
1.0 - Financial Management Systems	0	0	0
2.0 - Cash Management & Revenue Recognition	0	0	0
3.0 - Prepaid Program Items	0	0	0
4.0 - Timekeeping, Salary and Cost Allocation Testing	0	0	0
5.0 - Disbursement Testing	0	0	0
6.0 - Purchasing	0	0	0
7.0 - Contracting	0	0	0
8.0 - Subrecipient Monitoring	0	0	0
TOTAL	0	0	0

PY2022 Programmatic Monitoring Results:

Category	Prior Year Findings	Current Year Findings	Current Year Observations
1.0 - Programmatic Administration	0	1	0
2.0 - Participant Eligibility	0	0	0
3.0 - Veteran's Priority of Service	0	0	0
4.0 - Provision of Services	0	0	1
5.0 - Employment Services/Training	0	0	1
6.0 - Support Services	0	0	1
7.0 - Credential Attainment	0	0	0
TOTAL	0	1	3

PY2022 Compliance Monitoring Results

Category	Prior Year Findings	Current Year Findings	Current Year Observations
1.0 - Corrective Action Response Implementation	0	0	0
2.0 - Internal Control Environment	0	0	0
3.0 - EO & Nondiscrimination	0	0	0
4.0 Uniform Administrative Guidance	0	0	0
TOTAL	0	0	0

WorkSource Fulton
Program Year 2022 Subrecipient Monitoring
EQUUS 06

A summary of the results of our prior year findings is included in the table below.
A new finding may be created for unresolved prior year findings.

Prior Year Findings Status

Finding	Resolved	Partially Resolved	Unresolved	New Finding
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There were no PY2021 findings.

Current Year Findings

Finding Number: Equus 06-2022-23-01

Finding Area: Programmatic Administration

Title: Missing Documentation in Case File

Finding/Condition:

In (4) out of (7) Adult, (3) out of (4) Dislocated Worker, and (6) out of (34) Youth participant case files, case notes entered into the WorkSource Georgia Portal do not match services provided; and

In (4) out of (4) Dislocated Worker participant case files, documentation of Unlikely To Return status was not uploaded into the WorkSource Georgia Portal; and

In (29) out of (34) Youth participant case files, follow up was not recorded by the quarterly deadline; and

In (7) out of (7) Adult, (1) out of (4) Dislocated Worker, and (26) out of (34) Youth participant case files, supportive service documentation and type was not uploaded into the WorkSource Georgia Portal; and

In (12) out of (34) Youth participant case files, credential attainment and program exits were not accurately recorded in a timely manner.

Criteria:

EquusWorks is required to include certain documentation in participants' case files when determining eligibility for WIOA training services and tracking those services in the participant case file. The specific requirements are set forth in the following sections of the TCSG Office of Workforce Development Policy Section 3.3.1 and 3.3.2 and in accordance with 20 CFR 680.170. And,

WIOA Section 3(15)(A)(iii) defines the term dislocated worker and identifies the dislocated worker categories individuals may qualify for WIOA services. And,

TCSG Policy Manual Section 3.4.6(III) states, "Follow-up activities are conducted to ensure positive outcomes and to give credit for outcomes. Obtaining supplemental data to determine if the individual is employed in the four (4) calendar quarters following exit to unsubsidized employment is a follow-up activity. Follow-up must actually occur during the quarter being recorded and be documented in the follow-up tab in the WorkSource Portal." And,

TCSG OWD Policy Manual Section 3.4.4 states, "All supportive services must have been approved and recorded in the WorkSource Portal prior to the participant receiving or obtaining the goods or services. Backdated requests for services will not be approved". Supportive services were allowable and approved, but EquusWorks failed to ensure the documentation and case notes as well as the activity was appropriately logged in the WorkSource Georgia Portal." And,

WorkSource Fulton
Program Year 2022 Subrecipient Monitoring
EQUUS 06

TCSG OWD Policy Manual Section 4.1.3(II) identifies the proper procedures for determining participant exits and for exclusions from performance. Additional guidance on performance reporting is available in TEGL 17-05.

Required Action: WorkSource Fulton requires that the entity complete tasks that include, but are not limited to, the following:

- Review internal policies to ensure sufficient secondary review is completed and, if necessary, amend policies to provide adequate case file review; and
- Conduct staff training to ensure compliance with TCSG OWD Policy Manual and submit verification of staff training to WorkSource Fulton; and
- Provide WorkSource Fulton with missing documentation within (10) business days. Based upon review of required documentation, additional corrective actions may be required.

Observations (s)

Observation #1 Youth Incentives

Incentives should not be given to customers who have outstanding documentation requirements. There should be a tradeoff of documents etc. When Youths are obtaining their incentives. This is another opportunity to ensure all updated and necessary documentation is in the youth case file uploaded to VOS.

Observation #2 Individual Training Accounts

All ITA's must be established with schools on the Fulton County Eligible Provider Training List. If they have been vetted by the state, then MIS should be contacted and in turn MIS will contact the provider to obtain an agreement. IF this process is not followed it may cause disallowed cost to the grant.

Observation #3 Software

AI Sara – Case Management Software

Less contact and case management needs to be done with Sara unless she is used in conjunction to hands on case management and follow up. Her list of who to contact should be update at minimum weekly to reflect changes in participant case load status.

Work Number

WorkSource Fulton
Program Year 2022 Subrecipient Monitoring
EQUUS 06

Although there is a cost associated with using the work number utilizing the work number to gain placement information is critical in successful exits of participants from the program. It also frees up caseloads to move customers over to retention and follow – up so more customers can be served.

Education Clearinghouse

In an effort to obtain information regarding ISY Youth who no contact or follow-up has been established upon completion of training the clearinghouse provides valuable insight and information. This software too assists with moving participants from exit to retention and follow-up, once again freeing up space to serve more customers on the caseload.

LWDA Name
WIOA PY23/FY24 Budget
July 1, 2023 - June 30, 2024

A. Does the budget include any indirect costs?

B. Do you use a de minimis indirect cost rate?

If **yes** to A and **no** to B, attach your indirect cost plan.

Indirect Cost Rate (if applicable)

No
No

%

REVENUE Summary	Current Year Award (PY23/FY24)	Carryover Balances (PY22/FY23)	Total
WIOA Adult	437,069.00	1,037,078.52	\$ 1,474,147.52
WIOA Dislocated Worker	2,079,806.00	452,178.90	\$ 2,531,984.90
WIOA Youth	576,464.00	199,806.53	\$ 776,270.53
TOTAL REVENUE	\$ 3,093,339	\$ 1,689,064	\$ 4,782,403

EXPENSES Summary	Current Year Award (PY23/FY24)	Carryover Balances (PY22/FY23)	Total
WIOA Adult	\$ 437,069	\$ 1,000,336	\$ 1,437,405.32
WIOA Dislocated Worker	82,545	247,361	\$ 329,906.07
WIOA Youth	533,538	199,807	\$ 733,345.26
TOTAL EXPENSES	1,053,152	1,447,504	\$ 2,500,656.65

INCOME OVER (UNDER) EXPENSES			
WIOA Adult	\$	(0)	\$ 36,742
WIOA Dislocated Worker	\$	1,997,261	\$ 204,818
WIOA Youth	\$	42,926	\$ (0)

Date

LWDB Chairperson

Title

Date

Fiscal Agent Authority

Title

Subrecipient Name	Contract Period	Contract Amount	Grant(s) to Fund Contract (i.e. A, DW, Y)
Equus, Inc. d/b/a Arbor E&T Adult & DW	07/01/2022 - 06/30/2023	\$ 1,028,125.00	AD, DW Program
Equus, Inc. d/b/a Arbor E&T - Youth	07/01/2022 - 06/30/2023	\$ 242,721.00	YOUTH Program
Equus, Inc. d/b/a Arbor E&T - One Stop	07/01/2022 - 06/30/2023	\$ 112,500.00	AD, DW, YOUTH Program
TOTAL Sub-recipient		\$ 1,383,346.00	
VENDORS			
Atlanta Regional Commission (ARC) ITA Performance MOU	07/01/2022 - 06/30/2023	\$ 12,000.00	AD DW, YOUTH - Program Operations
Metro Area Chamber of Commerce Annual Sponsorship	01/01/2022 - 12/31/2023	\$ 5,000.00	AD, DW, YOUTH Program
Atlanta Regional Commission (ARC) Outreach Marketing Regional N	07/01/2022 - 06/30/2023	\$ 20,000.00	AD DW, YOUTH Program Operations
TOTAL Vendor		\$ 37,000.00	
		\$ 1,420,346.00	

FULTON COUNTY GOVERNMENT

WIOA Title I Local Area 006 Program Year 2023 Budget Narrative

July 1, 2023 – June 30, 2024

Select Fulton is the home of economic and workforce development programs serving the residents and employers in Fulton County. The alignment of economic development and workforce development under a single administrative department enables Fulton County to efficiently and effectively connect job seekers with new and growing employers in need of a trained and qualified workforce.

1. PROGRAM YEAR EXPENSES

WorkSource Fulton utilizes a sourced provider model to provide workforce services to Fulton’s job seekers. This model enables staff and the Fulton LWDB to focus on developing partnerships which deliver a more human-centered approach to workforce development activities ensuring the highest and best use of workforce resources. The Program Year 2023, (PY 23) budget is prepared with a reduction of operation expenses reflecting budget cuts in PY 2023 allocations for Adult and Youth funding streams.

a. SUB-AWARDS -CONTRACTUAL SERVICES

Table with 2 columns: Providers – Professional Services, Budgeted Amount. Rows include Arbor, Employment & Training d/b/a Equus, Inc. – ADULT and DW (\$1,028,125.00), Atlanta Regional Commission (ARC) Regional Targeted Outreach (\$20,000.00), and a TOTAL CONTRACTUAL of \$1,420,346.00.

- 1) Equus is a sub-recipient that provides case management, referrals, and provide staff and customers access to resources and linkage with community agencies for Adult, Dislocated Worker, and Youth Services.

- 2) Equus is the One-Stop Operator which manages the South Fulton Career Center for WorkSource Fulton. This includes managing referrals of mandated WIOA partners, providing linkage and engagement of business and community organizations, and helping job seekers access workforce services. Budget expenses includes personnel and equipment for services in both North and South Fulton Career Centers.
- 3) WorkSource Fulton is one of the five Metro Atlanta Region Boards that have an agreement with Atlanta Regional Commission (ARC) for the regional outreach and marketing of the WIOA program. Costs are shared across all five boards, who collectively direct the messaging and campaign strategy to target priority WIOA populations.
- 4) The Metro Atlanta Exchange for Workforce Solutions (MAX) is a collaborative of workforce development organizations and community partners seeking to increase economic competitiveness and economic mobility of the Metro Atlanta region. WorkSource Fulton is an anchor sponsor of MAX, supporting the efforts to align priorities and support economic mobility efforts in the region.
- 5) The Atlanta Regional Commission facilitates the approval and subsequent review of eligible training providers for inclusion on the Metro Atlanta Eligible Training Providers List. While each board supports and participates in the approval and annual monitoring of providers, ARC provides staff and administrative support to manage the process which is cost shared across the five metro boards.

b. SALARIES AND FRINGE

Personnel are responsible for the sub-recipient monitoring, development, administration, financial reporting, data validation and also attending meetings and conferences as necessary for the period of performance beginning on July 1, 2023 through June 30, 2024.

Salaries and fringe benefit costs are calculated for (11) essential personnel assigned to administrative and program activities including but not limited to compliance of sub-recipients. The benefits offered is a competitive average rate not exceed thirty-one percent (31%) of staff salaries and accounts for the full package of benefits that consists of (a) medical, dental, and vision coverage; (b) short-term and long-term disability insurance; (c) holiday and sick leave pay; life insurance; and (e) FICA and Unemployment Insurance. The County offers a match retirement benefit through 401-A and 457M Defined Contribution plans for all full time employees and performance annually based on department measures through Key Performance Indicators (KPI).

c. TRAVEL AND TRAINING

Travel: Estimates include eleven (11) personnel that are expected to travel for approved county and state administrative sites for program field work, to attend advisory committee meetings, community partner and stakeholder meetings, conferences, workshops, and/or other monitoring oversight purposes that are necessary to accomplish proposals objectives or disseminate its results. The cost of two (2) to four (4) Board members are budgeted for travel to represent WorkSource Fulton and attend meetings and conferences that are necessary to accomplish the local and regional plans.

Travel expenses include (M&IE) per diem rate, lodging, transportation, meals, and fees. Rates are established by the Federal General Services Administration (GSA) and do not require substantiation of receipts. Location-specific information for M&IE can be found at www.gsa.gov/perdiem. Mileage reimbursement to direct staff and Board members are based on costs for local and out of state travel to and from training sites, employer sites, partner sites and any out of town conferences and professional development training. The rate is based on the approved published Internal Revenue Service standard mileage rate for 2023 rate \$0.65 per mile. <https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2023-business-use-increases-3-cents-per-mile>

d. TELEPHONE & TELEGRAPH EQUIPMENT – *Non-Capitalizable depreciation value under \$5,000*

Mobile phones and broadband hotspots are provided for eleven (11) personnel to communicate while conducting outreach, engagement, and meetings with regional partners and stakeholders. Supports staff performing administrative and programmatic functions that will work out of various satellite offices for required WIOA activities in accordance with the Uniform Grant Guidance outlined in Uniform Grant Guidance, 2 CFR 233. The purchase of new equipment is budgeted for 2023 due to county upgrades for computer equipment as part of regularly scheduled County equipment refreshes.

e. SUPPLIES

Total direct charges to this cost category are reduced not to exceed \$2000.00 includes consumable supplies for program staff and participants, binders, file folders, printer paper, toner, staples, and all other necessary office supplies. Purchases will be conducted in adherence to the Fulton County Government Procurement and Purchasing policies and procedures and the Uniform Grant Guidance, 2 CFR 200.94 and will only utilize the county/state approved office supply vendor rates. *Supplies are for general office functions for program staff and participants which includes postage and copier usage.*

f. EQUIPMENT

This cost is associated with computer equipment including but not limited to scanners, printers, accessories for remote and onsite workforce activities that support administrative and program activities. Activities are for, business services, residents, partners and stakeholders for monitoring, job fairs, resumes, workshops, conferences, and outreach activities for community engagement of Fulton County residents.

g. PHOTOCOPIER

This cost is associated with photocopies made by staff for day-to-day administrative functions of the program. Charges are based on quantity, and ink and are tabulated monthly by the County's Information Technology Department based on usage.

h. OTHER

- 1) Board Meeting, Program Training, and Workshops: Expenses incurred for local board meetings required to engage and participate in promoting the WIOA program objectives shall not to exceed \$3,000. It may include meals in accordance with federal guidelines in 2 CFR 200, including tickets, sponsorships, accommodation, and other amenities. The cost of Board engagement and meetings may be extended in an economical manner when it can facilitate government business and/or is considered desirable as a matter of courtesy or protocol when engaging in discussion of official public matters with or sponsoring formal conference, partner workshops/training for representatives from other governments, business and industry, people from national, international, non-profit or charitable organizations.
- 2) Subscriptions: Includes fees associated with customer online surveys information for performance reporting on customer satisfaction of program delivery; Database Software is the cost of Chmura, Jobs EQ Platform online system for Data Management Information Systems and Labor Market Information required for tracking and reporting in accordance with the WIOA regulations;
- 3) Publications: Includes the Federal Grant Management Handbook which is available in print, online and dual formats, Thompsons Grants provides the Office of Management and Budget (OMB) guidance to stay in compliance with government funding. This resource is a resource for grant expenditures, documentation and reporting.

- 4) Memberships: Include fees associated with but not limited to, Chamber of Commerce sponsor memberships, industry associations, and industry specific literature. (*Georgia Workforce Leadership Association, Government Finance Officers Association, National Association of Workforce Boards, National Association of Workforce Development Professionals, and Southeastern Employment and Training Association*)
- 5) Fuel: This includes the cost of fuel for the WorkSource Fulton Mobile Bus. Costs are associated for local and regional workforce and community engagement activities year-round.
- 6) Vehicle Maintenance & Repairs: The WorkSource Fulton Mobile Bus is budgeted for maintenance, repairs, and insurance costs billed monthly.

i. Sub-Awards

Service Providers are awarded in contracts for services from Fulton County. Procurement was completed for the largest of these awards in Spring 2022 with solicitations for career services for Adult and Dislocated Workers, Youth and One-Stop Operator in three (3) contract awards. The Fulton LWDB has executed the first available renewal with Equus for services beginning July 1, 2023; two renewals remain. Additional awards are for operational tasks identified in Section 1a.

As a result of on-going reductions in program allocations of approximately 10 percent annually, we have budgeted \$1,420,346.00 for sub-recipients. This will include specific performance metrics and milestones which are measured quarterly and annually.

SPENDING PRIORITIES AND NEW SPENDING

Economic Mobility

One of the key components of the four-year Regional Plan is the focus on economic mobility of the Metro Atlanta Region. Fulton’s efforts for PY 2023 will include examining data which might reveal disparity in access or opportunity for job seekers, as well as policy changes that may be implemented to help alleviate those barriers. One area of focus is the strategy on the provision of supportive services and the role they may play in helping achieve positive outcomes. Economic Mobility efforts also includes new strategies of outreach to target underrepresented areas, and emphasis on priority populations which may not readily access workforce services. The Fulton LWDB has established enrollment and service targets for PY23 for six zip codes identified based on low-income status and providing enhanced access to services.

SNAPWorks Pilot

Fulton has entered into an MOU with Goodwill of North Georgia and with the Department of Human Services to pilot the co-enrollment of SNAP E&T recipients in WIOA programs. The MOU includes data sharing and collaboration of front-line staff to align service strategies around the individual. The goal is to provide all available resources and supportive services to promote improved employment outcomes for the pilot population.

2. IMPACT OF FUNDING REDUCTIONS

Fulton leverages the source provider model to ensure adequate and timely expenditure of grant funds. Year One funds are utilized for County personnel and operating expenses, while Year two funds are earmarked for sub-recipients. This ensures that each year, Fulton meets federal obligation requirements, as well as providing maximum opportunity to expend funds on participant activities. Fulton monitors invoices monthly and provides the Finance Committee with regular status reports to determine spending forecasts and ability to completely exhaust all formula funds on an annual basis.

As funding is reduced in funding streams, Fulton adjusts spending plans for the second year of the funding availability. Cuts are mostly absorbed through a reduction in enrollments in each funding stream rather than eliminating personnel or programming. Due to a reduction of nearly 25% of total funding over the last 5 program years, the Fulton LWDB has begun to explore additional funding streams including braided funding from other grant programs such as SNAP, competitive grants, and philanthropic opportunities.

3. BUDGET STRATEGIES

The sub-awards to Equus includes budgets with a minimum of twenty percent (20%) to enroll and serve eligible In-School and Out-of-School Youth clients in Work Experience. WorkSource Fulton staff conducts monthly reviews for compliance of wages paid and allowable cost reimbursable expenses. This is monitored closely for compliance by the Grants Administration Manager, Budget Analyst Specialist, Performance Compliance Unit, and via sub-recipient monitoring annually in accordance with WIOA federal requirements. Regular reports to the Fulton LWDB Finance Committee identify spending projections, and quarterly KPI reports to the LWDB also identify the progress towards meeting Youth spending requirements for Out of School Youth and Work Experience. A copy of the LWDB KPI report is available upon request.

4. LARGE PURCHASE

WorkSource Fulton has no current plans for a large purchase for 2023 spending. Should the need for large purchase occur, WorkSource Fulton will notify TCSG OWD and submit a budget modification in addition to the large purchase request procedures.

5. PERSONNEL

WorkSource Fulton budget includes eleven (11) permanent full time personnel positions salary and fringe benefits costs estimates are included in the line item budget forecast for Program Year 2023.

Direct program funded positions include the following job titles; Deputy Director, Programs Manager, Data and Information Manager (Program Manager, Compliance), Business Services Manager, Program Specialist (Social Services Coordinator II), Program Coordinator (Administrative Coordinator II), Data and Information Specialist (Administrator II), and two (2) Community Engagement Specialists.

The Workforce Division is led by the Deputy Director for Select Fulton, who oversees the team, authorizes payment of WIOA expenses, serves as the Director of the LWDB, and provides overall strategy and management of grant funds. The division is made up of three functional teams, and two support personnel.

The Programs Team is led by the Programs Manager who supervises the strategy and training and employment activity of Adult, Dislocated Worker, and Youth programs. The Programs Manager oversees compliance of participant activities including reviewing participant case files and providing technical assistance to the sourced provider. The Programs Manager supervises the Programs Coordinator, Programs Specialist, and two Community Engagement Liaisons who support the work of providing quality programs to job seekers.

The Finance Team is led by the Finance Manager who supervises the expenditure of grant funds and ensures that expenses are in line with the overall budget. The Finance Manager also prepares reports to the Finance Committee on progress towards budget goals. The Budget Analyst reports directly to the Finance Manager and reviews all invoices submitted to the Workforce Division. The Budget Analyst is responsible for assigning funding lines to expenses and ensuring that funding is available, recommending adjustments as necessary.

The Data and Information Manager oversees compliance of grant activities and provides data and information support to the Division. Within the Compliance team is the Facilities and IT coordinator, who supports the Career Centers by ensuring that the One-Stops are fully equipped and have the supplies and equipment necessary for job seeker activities. The Compliance team oversees subrecipient monitoring, one-stop certification, and tracks and reports on performance.

Finally, the Workforce Division is supported by the Business Services Manager, who serves as a link to economic development and to industry needs; and the LWDB Liaison/Executive Assistant who supports HR functions with the County and is the primary point of contact for LWDB members and coordinates LWDB meetings.

6. PROFESSIONAL DEVELOPMENT

Each member of the Workforce Division is budgeted \$3,350 to cover the cost of registration and travel for professional development and training. Staff are permitted to explore all options to utilize their available resources including attendance at conferences such as SETA or the WorkSource Academy, or for virtual offerings for certification or professional development. The County also offers continuing education opportunities for employees in a number of subject areas including leadership development and is funded through the County at no cost to departments or employees.

Professional development is reflected in the budget in the line item for staff travel expenses.

7. COST ALLOCATION METHODOLOGY

Budgets and costs are allocated with the participant counts of eligible clients for expenditures and staff salary and fringe benefits. This is reviewed bi-annually for marginal adjustments to ensure the cost benefits the Adult, Dislocated Worker, Youth Program and Administrative Cost Pools.

TOTAL DIRECT CHARGES = \$2,500,656.65

Comprised of items **B – I**

COST ALLOCATION PLAN (INDIRECT CHARGES)

Fulton County has an approved Cost Allocation Plan approved via their Cognizant Agency, for all grant funded efforts that serve the citizens who reside in the county to carry out the vision, mission, goals of the Chief Elected Official, Board of Commissioners and County Manager. Indirect costs to program for Fulton County’s services to support the Select Fulton, Workforce Development Division including but not limited to financial, human resource, procurement, purchasing, information technology support, janitorial, maintenance, and lease at approved rate of 55.61% via the HHS cognizant agency based on the approved county Cost Allocation Plan 2021 and approved Indirect Cost Rate. Indirect costs are not currently funded.

8. SUPPORTIVE SERVICES

Participants are eligible for supportive services on an individual basis. In PY22, the Fulton LWDB approved a change to supportive services for transportation which created more flexibility for participants in accordance with human-centered design principles. Previously the only transportation assistance provided to training participants were pre-loaded MARTA cards. Interviews with participants confirmed that MARTA did not satisfy their needs to reach training providers, particularly in counties where no mass transit partners exist. The revised policy provides transportation reimbursement for attending training and provides the flexibility for participants to utilize the method of transit that best supports their positive completion of training.

Supportive Service costs are included in subcontracts with Equus and are reported monthly as a line item in invoices submitted to Fulton County. This allows staff to review the amount of supportive services paid and compare them with reporting in participant case files.

9. PARTICIPANT TRAINING COSTS

Participant training costs are reflected in subcontracts with Equus and are reported monthly as a line item in invoices submitted to Fulton County. This allows staff to review the amount of training provided to participants and compare them with reporting in participant case files.

10. BUDGET PROCESS

Staff works closely with the LWDB to develop a budgeting plan to earmark funds for achieving board priorities and effective service delivery. The Finance Committee reviews the proposed budget and makes recommendations and changes before submitting the budget to the full LWDB for approval. The Finance Committee receives regular budget updates and recommends adjustments to the LWDB as necessary to ensure full expenditure of grant funds.

The budget process begins with comparing current year expenditures with projected obligations for the next fiscal year. The Finance Manager, Budget Analyst, Programs Manager, and Deputy Director meet to discuss planned program activities and budget constraints. Adjustments are made based upon overages or under spends to better align the proposed budget with areas of program need. The PY23 budget has increased funding in areas of staff training, mobile unit usage, equipment, and other costs associated with the return of more in-person events such as conferences, meetings, or job fairs that had been virtual during prior program years in response to COVID-19 protocols.

Final adjustments are made to ensure that carryover and new allocations provide sufficient revenue for the planned expenses. If expenses exceed revenue, the team reviews areas and recommends cuts to ensure funding availability.

WIOA BUDGET TOTALS: \$2,500,656.65

Fulton County Select Fulton, WorkSource Fulton	
WIOA Grant Program - Administrative, Adult, DW, and Youth	Amount
Subcontractors	\$1,420,346.00
Personnel	\$655,171.45
Fringe & Benefits <i>FICA rate (0.0835%). Costs do not exceed (0.35%)</i>	\$345,209.20

ATTACHMENT A

WIOA Title I Local Area 006 PY 2023 Budget

Travel (includes registration fees)	\$36,850.00
Board Travel (includes registration fees)	\$6,700.00
Telephone & Telegraph Equipment – Mobile phones (Capitalized (depreciated value under \$5,000.00)	\$13,000.00
Equipment	\$3,000.00
Supplies	\$2,000.00
Photocopier	\$8,280.00
Board Meetings and Engagement	\$3,000.00
Subscriptions, Directories, Publications	\$0.00
Memberships	\$2,100.00
Fuel – Mobile Bus	\$2,000.00
Vehicle Maintenance/Repair – Mobile Bus	\$3,000.00
Overhead: Office Facilities, Utilities, Vehicle Insurance (In-Kind Contribution/Leveraged Resources)	\$0.00
In-Kind Contribution/Leveraged Resources One-Stop Cost Sharing Infrastructure Agreement	\$0.00
Total Direct	\$0.00
Indirect Cost Rate @ 55.61%	\$0.00
Total Budgeted	\$2,500,656.65



Budget Narrative Adult and Dislocated Worker Career Services

Equus Workforce Solutions will provide individualized career, training and employment services to adults, dislocated workers deemed eligible and appropriate for the Workforce Innovation and Opportunity Act (WIOA) programs. The contract budget is \$1,028,125 with \$532,157 (51.76) dedicated to direct participant costs.

1. Projected Expenses

SALARIES: \$454,128

Fulltime positions (7.54) dedicated to Adult and Dislocated Worker Services which are further supported by the Project Director, Project Accountant, Program Assistant, and Business Services roles.

FRINGE BENEFITS: \$115,271

Fringes are stated as 25.38% of salaries and include FICA, Federal and State Unemployment, medical benefits/health insurance, retirement, workers compensation insurance, life/disability insurance, and tuition reimbursement.

STAFF DEVELOPMENT & TRAVEL: \$6,138

Includes staff mileage and travel for 2 training conferences (SETA and EWS Leadership) and staff development of \$1054

OFFICE COSTS/OVERHEAD: \$20,202

Includes office supplies, cellular stipends, Office rent (offsite Project Accountant), copier lease and maintenance, dues and subscriptions, business taxes/licenses, and postage.

PROFESSIONAL FEES: \$30,674

Audit fees, payroll processing fees, The Work Number, and software licenses.

INDIRECT COSTS: \$71,890

Equus utilizes an indirect rate of 10.43% of subtotal direct operating costs.

PARTICIPANT COSTS: \$532,157

- On-the-job training (OJT): \$10,000
- Individualized training accounts (ITA): \$449,066
- Other Supports: \$22,000
- MBE Partnerships \$51,091

Partnerships with Minority-Based Enterprises to provide funds to offer short-term customized training cohorts associated with IT, Entrepreneurship, Soft skills and other direct client supports for employment. Participant costs as a percentage of total requested funding are approximately 38%.

MISCELLANEOUS: \$83,731

General & professional liability insurance, marketing and outreach, employee background checks, reimbursable equipment, work experience fees and program management fees.



Budget Narrative In-School and Out of School Youth Services

Equus Workforce Solutions will provide individualized services & support to in-school and out-of-school youth deemed eligible and appropriate for the Workforce Innovation and Opportunity Act (WIOA) programs. The contract budget is \$242,721 with \$86,942 (35.82%) dedicated to direct participant costs.

SALARIES: \$82,437 Salaries for three (3) fulltime and two (2) part-time staff dedicated to youth services which are further supported by the Project Director, Project Accountant, and Business Services roles.

FRINGE BENEFITS: \$21,532

Fringes are stated as 25.38% of salaries and include FICA, Federal and State Unemployment, medical benefits/health insurance, retirement, workers compensation insurance, life/disability insurance and tuition reimbursement.

STAFF DEVELOPMENT AND TRAVEL: \$1,343

Includes staff mileage and travel for 2 training conferences (SETA and EWS Leadership)

OFFICE COSTS/OVERHEAD: \$5,515

Includes office supplies, cellular stipends, copier lease and maintenance, dues and subscriptions, business taxes/licenses, and postage.

PROFESSIONAL FEES: \$13,880

Audit fees, payroll processing fees, SARA case management support, The Work Number, and software licenses

INDIRECT COSTS: \$15,779

Equus utilizes an indirect rate of 10.43% of subtotal direct costs

PARTICIPANT COSTS: \$89,550

- Work Experience \$48,544
- Incentives \$14,500
- Other Supports: \$18,381
- MBE Partnerships \$8,125

MISCELLANEOUS: \$12,685

General & professional liability insurance, outreach activities& job fairs, employee background checks, WEX processing fees, dues/subscriptions and program management fees.

2. Impact of Funding Reductions

Equus will eliminate vacant positions as a result of funding reductions. Some administrative positions are cost shared across projects, such as Budget Analysts charging .3FTE to Fulton rather than a 1 FTE dedicated solely to Fulton.

3. Budget Strategies

The sub-awards to Equus includes budgets with a minimum of twenty percent (20%) to enroll and serve eligible In-School and Out-of-School Youth clients in Work Experience. WorkSource Fulton staff conducts monthly reviews for compliance of wages paid and allowable cost reimbursable expenses. This is monitored closely for compliance by the Grants Administration Manager, Budget Analyst Specialist, Performance Compliance Unit, and via sub-recipient monitoring annually in accordance with WIOA federal requirements.

4. Large Purchase

WorkSource Fulton has no current plans for a large purchase for 2023 spending. Should the need for large purchase occur, WorkSource Fulton will notify TCSG OWD and submit a budget modification in addition to the large purchase request procedures.

5. Personnel

Equus provides FTE dependent upon case load and availability of funding. Talent Development Specialists and Talent Employment Specialists provide case management, employment services, and follow up for Adults, Dislocated Workers, and Youth. Equus cost shares administrative positions across regional project for positions such as Budget Analyst and Quality Assurance.

WorkSource Fulton reviews personnel and time charged to WIOA funds as part of annual subrecipient monitoring.

6. Professional Development

As a national leader in contracted WIOA services, Equus has an extensive resource of national experts to provide expertise and training for local career services staff. Staff are also provided an opportunity to attend trainings such as WorkSource Academy and the Southeastern Employment and Training Association (SETA) conferences.

7. Cost Allocation

WorkSource Fulton reviews subrecipient cost allocation plans as part of annual subrecipient monitoring and during competitive procurement of career services.

8. Supportive Services

Participants are eligible for supportive services on an individual basis. In PY22, the Fulton LWDB approved a change to supportive services for transportation which created more flexibility for participants in accordance with human-centered design principles. Previously the only transportation assistance provided to training participants were pre-loaded MARTA cards. Interviews with participants confirmed that MARTA did not satisfy their needs to reach training providers, particularly in counties where no mass transit partners exist. The revised policy provides transportation reimbursement for attending training and provides the flexibility for participants to utilize the method of transit that best supports their positive completion of training.



Supportive Service costs are included in subcontracts with Equus and are reported monthly as a line item in invoices submitted to Fulton County. This allows staff to review the amount of supportive services paid and compare them with reporting in participant case files.

9. Participant Training

Participant training costs are reflected in subcontracts with Equus and are reported monthly as a line item in invoices submitted to Fulton County. This allows staff to review the amount of training provided to participants and compare them with reporting in participant case files.

**WIOA WORKSOURCE FULTON
GRANT SUMMARY REPORT
PY 2021 CLOSEOUT
Month Ending, June 30, 2023**

Funding	Program Year	Award	Expended	% Expended	*Commitment	% Commitment	*Balance after Commitment	% Balance	
ADMINISTRATION									
Ending June 2023	PY 2021	\$ 268,169.00	\$ 263,301.04	98%	\$ 4,867.96	2%	\$ -	0%	● On Track to expense by June 30, 2023
	TOTAL	\$ 268,169.00	\$ 263,301.04		\$ 4,867.96		\$ -		
ADULT									
Ending June 2023	PY 2021	\$ 1,324,695.00	\$ 1,001,148.62	76%	\$ 323,546.38	24%	\$ -	0%	● On Track to expense by June 30, 2023
Ended December 2022	PY 2021 AFR	\$ 118,238.00	\$ 118,238.00	100%	\$ -	0%	\$ -	0%	● On Track to expense by June 30, 2023
	TOTAL	\$ 1,442,933.00	\$ 1,119,386.62		\$ 323,546.38		\$ -		
DISLOCATED WORKER									
Ending June 2023	PY 2021	\$ 516,717.00	\$ 388,551.19	75%	\$ 128,165.81	25%	\$ -	0%	● On Track to expense by June 30, 2022
Ended March 2023	PY 2019 NDWG-CV19	\$ 926,877.20	\$ 196,628.65	21%	\$ -	0%	\$ 730,248.55	79%	● CLOSED 3/31/2023
	TOTAL	\$ 926,877.20	\$ 196,628.65		\$ -		\$ 730,248.55		
YOUTH									
Ending June 2023	PY 2021	\$ 572,130.00	\$ 569,511.37	100%	\$ 2,618.63	0%	\$ -	0%	● On Track to expense by June 30, 2023
Ended December 2022	PY 2021 AFR	\$ 116,275.00	\$ 116,275.00	100%	\$ -	0%	\$ -	0%	● On Track to expense by June 30, 2023
	TOTAL	\$ 688,405.00	\$ 685,786.37	100%	\$ 2,618.63		\$ -		
		\$ 3,326,384.20	\$ 2,265,102.68	68%	\$ 331,032.97	10%	\$ 730,248.55	22%	

*Obligations are a minimum of 80% requirement criteria for Adult, DW, and Youth contract commitments by June 30th, Year 1 of awards. 100% Expense requirement by Year 2 of awards.

PY22 Obligations	Contract Budget	Contract Budget Modification +/-	New Contract Budget	Expended	% Expended	Contract Balance	YTD Pending Payments	% Pending Payment	Contract Remaining Balance after pending payments	% Remaining Balance
Equus, Inc. Adult/DW	\$ 1,038,035.91			\$ 1,038,035.91	100%	\$ -	\$ -	0%	\$ -	0%
Equus, Inc. One-Stop	\$ 125,000.00	\$ -		\$ 67,016.20	54%	\$ 57,983.80	\$ 24,724.84	20%	\$ 33,258.96	27%
Equus, Inc. Youth	\$ 600,000.00	\$ -		\$ 446,916.78	74%	\$ 153,083.22		0%	\$ 153,083.22	26%
MAX	\$ 5,000.00	\$ -		\$ 5,000.00	100%	\$ -	\$ -	0%	\$ -	0%
Atlanta Regional Commission Outreach	\$ 20,000.00	\$ -		\$ 20,000.00	100%	\$ -	\$ -	0%	\$ -	0%
Atlanta Regional Commission (ITA MOU PERF.)	\$ 12,000.00			\$ 12,000.00		\$ -	\$ -	0%	\$ -	0%
SubTotal Program Contracts	\$ 1,788,035.91	\$ -		\$ 1,576,968.89	88%	\$ 211,067.02	\$ 24,724.84	1%	\$ 186,342.18	10%
Operating PO/Invoices Payments Due	\$ 4,867.96	\$ -		\$ 4,867.96	100%	\$ -	\$ 4,867.96	100%		0%
Total YTD Program Contracts	\$ 1,792,903.87	\$ -		\$ 1,581,836.85	88%	\$ 211,067.02	\$ 29,592.80	2%	\$ 186,342.18	10%
Goodwill of NorthGA COVID-19 - Reboot Project	\$ 850,000.00	\$ (653,374.35)		\$ 196,625.65	23%				\$ -	0%
Total Operating & Contracts	\$ 2,642,903.87	\$ (653,374.35)	\$ -	\$ 1,778,462.50	67%	211,067.02	29,592.80	1%	\$ 186,342.18	#DIV/0!

WORKFORCE BOARD REPORT
Local Area 006 Region 3

WIOA Grant Funding Summary

Month Ending, June 30, 2023

Funding	Program Year	Award	Expended	% Expended	*Commitment	% Commitment	*Balance after Commitment	% Balance	
ADMINISTRATION									
Ending June 2024	PY 2022	\$ 262,240.00	\$ 245,341.05	94%	\$ -	0%	\$ 16,898.95	6%	● Admin. operation expense by 6/30/2024
Ending June 2025	PY 2023	\$ 320,406.00	\$ -	0%	\$ 12,000.00	4%	\$ 308,406.00	96%	●
TOTAL		\$ 582,646.00	\$ 245,341.05		\$ 12,000.00		\$ 325,304.95		
ADULT									
Ending June 2024	PY 2022	\$ 1,266,683.00	\$ 312,702.31	25%	\$ 841,450.00	66%	\$ 112,530.69	9%	● 80% obligated by 6/30/2023
Ending June 2025	PY 2023	\$ 493,012.00	\$ -	0%	\$ -	0%	\$ 493,012.00	100%	● 80% obligated by 6/30/2024
TOTAL		\$ 1,759,695.00	\$ 312,702.31		\$ 841,450.00		\$ 605,542.69		
DISLOCATED WORKER									
Ending June 2024	PY 2022	\$ 542,865.00	\$ 90,686.10	17%	\$ 321,137.10	59%	\$ 131,041.80	24%	● On Track to expense by June 30, 2023
Ending June 2025	PY 2023	\$ 2,079,806.00	\$ -	0%	\$ -	0%	\$ 2,079,806.00	100%	● 80% obligated by 6/30/2024
Ending December 2023	Rapid Response	\$ 100,000.00	\$ -	0%	\$ -				
Ending September 2024	QUEST DW PY22	\$ 700,004.83	\$ -	0%	\$ -	0%	\$ 700,004.83	100%	● 80% obligated by 6/30/2024
TOTAL		\$ 4,349,553.03	\$ 90,686.10		\$ 321,137.10		\$ 3,837,729.83		
YOUTH									
Ending June 2024	PY 2022	\$ 550,723.00	\$ 352,506.35	64%	\$ 169,443.71	31%	\$ 28,772.94	5%	● 80% obligated by 6/30/2023
Ending June 2025	PY 2023	\$ 518,818.00	\$ -	0%	\$ 76,315.19	15%	\$ 442,502.81	85%	● 80% obligated by 6/30/2024
TOTAL		\$ 1,069,541.00	\$ 352,506.35		\$ 245,758.90		\$ 471,275.75		
		\$ 7,761,435.03	\$ 1,001,235.81	13%	\$ 1,420,346.00	18%	\$ 5,239,853.22		

*Obligations are a minimum of 80% requirement criteria for Adult, DW, and Youth contract commitments by June 30th, Year 1 of awards. 100% Expense requirement by Year 2 of awards.

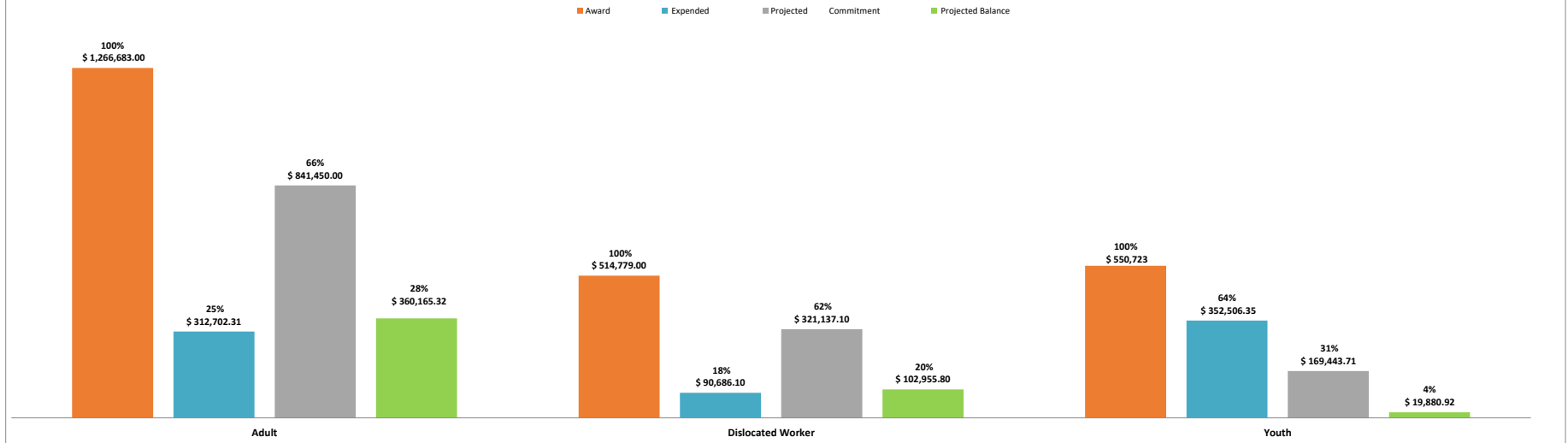
PY22 Obligations	Contract Budget	Contract Budget Modification +/-	New Contract Budget	Expended	% Expended	Contract Balance	YTD Pending Payments	% Pending Payment	Contract Remaining Balance after pending payments	% Remaining Balance
Equus, Inc. Adult/DW	\$ 1,028,125.00				0%	\$ 1,028,125.00		0%	\$ 1,028,125.00	100%
Equus, Inc. One-Stop	\$ 112,500.00	\$ -			0%	\$ 112,500.00		0%	\$ 112,500.00	100%
Equus, Inc. Youth	\$ 242,721.00	\$ -			0%	\$ 242,721.00		0%	\$ 242,721.00	100%
MAX	\$ 5,000.00	\$ -			0%	\$ 5,000.00		0%	\$ 5,000.00	100%
Atlanta Regional Commission Outreach	\$ 20,000.00	\$ -			0%	\$ 20,000.00		0%	\$ 20,000.00	100%
Atlanta Regional Commission (ITA MOU PERF.)	\$ 12,000.00					\$ 12,000.00		0%	\$ 12,000.00	100%
SubTotal Program Contracts	\$ 1,420,346.00	\$ -		\$ -	0%	\$ 1,420,346.00		0%	\$ 1,420,346.00	#DIV/0!
Operating PO/Invoices Payments Due	\$ -	\$ -		\$ -	0%	\$ -		0%	\$ -	#DIV/0!
Total Operating & Contracts	\$ 1,420,346.00	\$ -	\$ 1,420,346.00	\$ -	0%	1,420,346.00	-	0%	\$ 1,420,346.00	100%

*Commitments are a minimum of 80% requirement criteria for Adult, DW, and Youth contract commitments by June 30th, Year 1 of awards. 100% Expense requirement by Year 2 of awards. (80% does not apply to Administration Total)

PY 2022 Grant Award
July 1, 2022 - June 30, 2024

80% of Award must be obligated by June 30, 2023

Month End, June 30, 2023



Fund	PY 2022 Award	Expended	% Expended	Commitment	% Commitment	** Balance after Commitment	% Balance after Commitment
Administration	262,240.00	\$ 245,341.05	94%	-	0%	\$ 16,898.95	6%
Program	Award	Expended	% Expended	Projected Commitment	% Projected Commitment	Projected Balance	% Projected
Adult	\$ 1,266,683.00	\$ 312,702.31	25%	\$ 841,450.00	66%	\$ 360,165.32	28%
Dislocated Worker	\$ 514,779.00	\$ 90,686.10	18%	\$ 321,137.10	62%	\$ 102,955.80	20%
Youth	\$ 550,723.00	\$ 352,506.35	64%	\$ 169,443.71	31%	\$ 19,880.92	4%
Subtotal	\$ 2,332,185.00	\$ 755,894.76	32%	\$ 1,332,030.81	57%	\$ 483,002.04	21%
PY 2020	\$ 2,594,425.00	\$ 1,001,235.81	39%	\$ 1,332,030.81	51%	\$ 499,900.99	19%

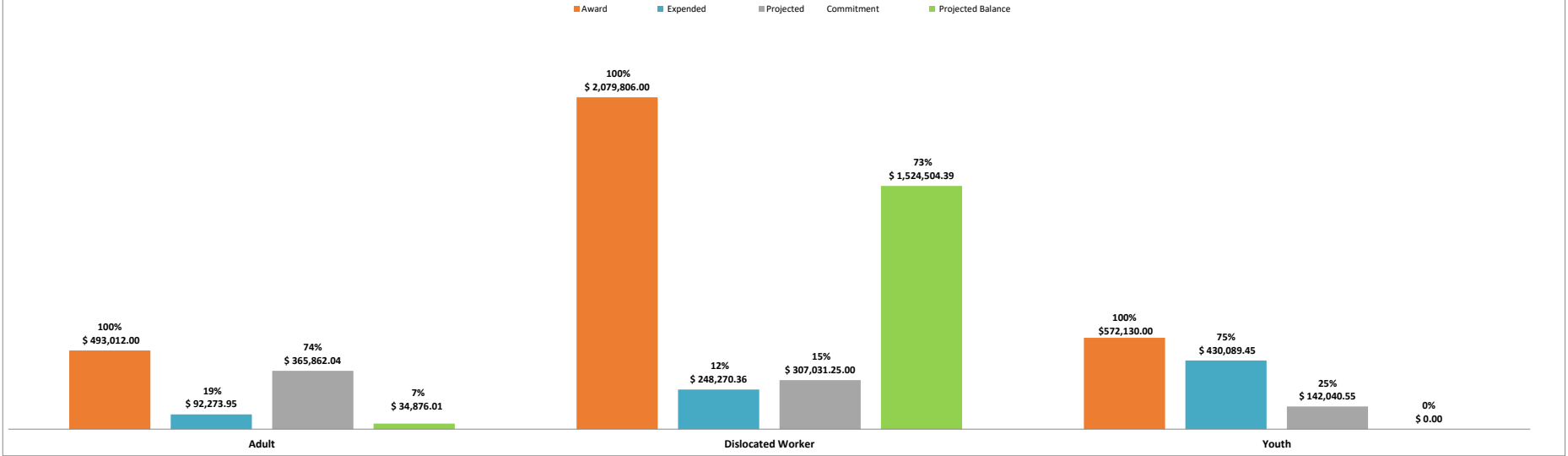
*Projected commitment totals includes the 80% outsourced contract estimates by June 30, 2023.

**Balance after commitment is the amount remaining for operating expenses YTD.

PY 2023 Grant Award
July 1, 2023 - June 30, 2025

80% of Award obligated by June 30, 2024

Month End, June 30, 2023



Fund	PY 2023 Award	Expended	% Expended	Commitment	% Commitment	** Balance after Commitment	% Balance after Commitment
Administration	268,170.00	\$ 264,560.87	99%	3,425.45	1%	\$ 183.68	0%
Program	Award	Expended	% Expended	Projected Commitment	% Projected Commitment	Projected Balance	% Projected
Adult	\$ 493,012.00	\$ 92,273.95	19%	\$ 365,862.04	74%	\$ 34,876.01	7%
Dislocated Worker	\$ 2,079,806.00	\$ 248,270.36	12%	\$ 307,031.25	15%	\$ 1,524,504.39	73%
Youth	\$ 572,130.00	\$ 430,089.45	75%	\$ 142,040.55	25%	\$ -	0%
Subtotal	\$ 3,144,948.00	\$ 770,633.76	25%	\$ 814,933.84	26%	\$ 1,559,380.40	20%
	\$ 3,413,118.00	\$ 1,035,194.63	30%	\$ 818,359.29	24.0%	\$ 1,559,564.08	46%

*Projected commitment totals includes the 80% outsourced contract estimates by June 30, 2024.

**Balance after commitment is the amount remaining for operating expenses YTD.