

**FULTON WORKFORCE DEVELOPMENT BOARD MEETING
VIA TELECONFERENCE
FEBRUARY 24, 2022 – 9:00 A.M.**

AGENDA

- I. CALL TO ORDER** Alexis Leonard
- II. ROLL CALL** Alexis Leonard
- III. PUBLIC ACCESS** Citizen Comments
- IV. REGULAR AGENDA**
- **ACTION ITEM: Approve Agenda**
 - **ACTION ITEM: Adopt Previous LWDB Minutes – 11/16/2021**
- V. COMMITTEE REPORTS**
- PERFORMANCE & ACCOUNTABILITY** Stephanie Rooks
- **ACTION ITEM: Approve One-Stop Certification Criteria**
 - **ACTION ITEM: Approve One-Stop Partner MOU 2022-2023**
- YOUTH** Michelle Vialet
- FINANCE** Mariska Angall
- STRATEGIC PARTNERSHIPS & OUTREACH** Kimyana Pippin
- EXECUTIVE COMMITTEE** Andy Macke
- **ACTION ITEM: Approval of 2022 Meeting Dates**

- VI. DIRECTORS REPORT
Fulton Update Samir Abdullahi
- VII. PROGRAM PRESENTATIONS
SNAP Employment & Training Tatrina Young
Participant Spotlight
- 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****

DRAFT

MEETING TITLE: Fulton County Workforce Development Board Meeting
MEETING DATE: Tuesday, November 16, 2021 **MEETING TIME:** 8:00 A.M.
LOCATION: ZOOM
MEETING SCRIBE: Alexis Leonard **EMAIL:** alexis.leonard@fultoncountyga.gov

BOARD MEMBERS ATTENDANCE:

Bell, Mike: Absent	Jessie, Jamal: Present	Seem, David: Present
Boatright, Kali: Present	Macke, Andy: Present	Stepakoff, Jeff: Proxy- Kate McArdle
Cook, Tom: Present	Nickerson, Amelia: Present	Stokes, Fabiola Charles: Excused
Darden Beauford, Yulonda: Excused	Noyes, Brian: Present	Absence
Absence	Rooks, Stephanie: Present	Thompson, Dr. Lanze: Present
Dover, Sanquinetta: Present	Ruder, Alex: Present	Washington, Regynald: Present
Embry, Humeta- Present	Schofield, Kim: Excused Absence	Wences, Juan: Present
Ganesh, Bala: Proxy- Bell, Jon	Scott, Elizabeth: Present	Williams, Jason: Present

1. Call to Order

Meeting called to order by Vice-Chairperson, S. Dover at 8:03 A.M.

2. Roll Call:

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

3. Opening and Introductions

Vice-Chairperson S. Dover opened the board meeting welcomed all attendees, with brief introductions of the LWDB members following.

4. Public Comment

No Public comments.

5. Regular Agenda

I. Regular Agenda:

Vice-Chairperson Dover requested a motion to accept the regular agenda.

Motioned: A. Nickerson **Seconded:** R. Washington

Required Action: N/A

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

II. Adoption of August 17, 2021 LWDB Meeting Minutes:

Vice-Chairperson Dover requested a motion to adopt the August 17, 2021, LWDB Meeting Minutes as presented.

Required Action: N/A

Motioned: R. Washington **Seconded:** K. Boatright

Motion Acceptance/Declination: The motion was approved for the adoption of the August 17, 2021, LWDB Meeting Minutes, as is, by a unanimous vote. All in favor. No oppositions. No abstentions. The motion carried accepting the adoption of August 17, 2021 LWDB Meeting Minutes as presented.

6. Committee Reports and Recommendations

Performance & Accountability Committee:

S. Rooks, Chairperson of the Performance & Accountability Committee, provided the committee report. The committee is working to determine new objectives for the Performance & Accountability Committee. An update will be provided to the board once the objectives are finalized.

Youth Committee:

B. Lacy, WorkSource Fulton Division provided the Youth Standing Committee report. The Youth Committee has continued growing youth programs and partnerships throughout the county. The Mobile Unit has gone out to several high schools to recruit for the next Career Compass Academy cohort. The committee is also partnering with Career Technical & Agricultural Education (CTAE) programs within Fulton County Schools in order to enroll more youth participation. The committee is reviewing and developing KPIs to benchmark impact and engagement of youth participants.

Finance Committee Report:

D. Seem, Vice-chairperson of the Finance Committee, provided the committee report. The committee continues to meet on its monthly schedule. The committee reviewed the budget and expenditures to determine funds are being allocated appropriately. Dislocated Worker Grants that are under contract with Goodwill. Invoicing is low due to low activity. The update also reflects low expenditures of the Dislocated Worker funds under contract with Equus. WorkSource Fulton has been working with both contractors to increase enrollments and will update the board as needed. D. Seem also informed the board that the Finance Committee Chairperson position has remained vacant. Any interested members can reach out to inquire.

Strategic Partnerships and Outreach Committee:

A. Nickerson, Chairperson of the Strategic Partnerships and Outreach Committee, provided the committee report. WorkSource Fulton will be moving forward with a data-sharing agreement with DFACS. This will aid co-enrollment between DFACS and WorkSource Fulton. In addition to the DFACS data sharing agreement, WorkSource Fulton is in the process of pursuing a data-sharing agreement that will aid in the co-enrollment of SNAP-ENT recipients. Updates will be shared with the board.

The Strategic Partnerships and Outreach Committee will continue to develop viable, productive partnerships. A. Nickerson also informed the board that the Strategic Partnerships and Outreach Committee is in need of more members. Any interested members can reach out to inquire.

Executive Committee Report:

2022 LWDB Meeting Dates

Vice- Chairperson Dover explained that due to the current pandemic, virtual meetings have been permitted via Executive Order from the Governor. As there are shifts in restrictions, it is likely that the meetings may take place in-person at some point during this year. As such, it is suggested that the meeting schedule changes from Tuesday mornings at 8AM to Thursday evenings at 4PM. Meeting dates provided in LWDB packet. Vice-Chairperson Dover requested a motion to accept the 2022 LWDB Meeting Dates.

Motioned: A. Nickerson

Seconded: S. Rooks

Required Action: N/A

Motion Acceptance/Declination: The motion to adopt the 2022 LWDB Meeting Dates, as is, was denied. 7 oppositions. No abstentions. Due to the potential of not meeting quorum requirements, Vice- Chair Dover requested further discussion on meeting date options. The motion to adopt the 2022 LWDB Meeting Dates, as presented, failed.

Chairperson Macke requested a motion to delay voting on the 2022 LWDB Meeting Dates, requesting WSF staff poll LWDB members for availability.

Motioned: K. Boatright **Seconded:** T. Cook

Required Action: WSF Staff will poll the LWDB members for availability.

Motion Acceptance/Declination: The motion was approved for the delay of the 2022 LWDB Meeting Dates, as is, by a unanimous vote. All in favor. No oppositions. No abstentions. The motion carried accepting the voting of the 2022 LWDB Meeting Dates is tabled for further discussion.

7. Director's Report

Workforce Response to COVID-19

B. Lacy, WorkSource Fulton Division Manager, provided a director's report on the impacts of COVID-19 on WorkSource Fulton.

Regional Outreach

The LWDB has requested information on how the Workforce programs connect with potential customers. The regional outreach program via ATLWork.org uses Facebook and Instagram ads to target potential customers. From September through October, the campaign generated about 1.5 million impressions. Using basic criteria such as employment status and location, the ads targeted nearly 160,000 job seekers across the Metro Atlanta Area. In turn, the ads received 12,000 engagements, and 528 people signed up via the ads. The next step is to track the eligibility completion and conversion rates of program participants.

Upon reviewing the active labor force in Fulton County, 2 of every 1000 workers are enrolled. That compares to 4 of every 1000 Statewide are enrolled in a Workforce program. Based on the cost per participant and funding availability, WSF is nearly maxed out on the number of participants that can be enrolled. The team will continue to review potential data points and the reliability of data sourcing to determine the best means to measure the best means of attracting and servicing new customers. The Human-Centered Design program continues to collect and review data, working to increase the efficiency of the enrollment process. Updates will be provided to the LWDB.

Training Providers Standards

The LWDB has requested information on the quality of training providers and how well they are doing. The region is now working to create a training provider evaluation. Completion rate, employment, wages, etc. will be used to evaluate training providers and ensure quality outcomes. Once the regions finalize evaluation criteria, information will be shared with the board.

8. Program Presentation

Karen Kirchler, Deputy Commissioner of Technical College System of Georgia presented to the LWDB

Participant Spotlight video.

9. Closing Remarks and Adjournment

The next meeting date will be determined via polling of the LWDB members.

Meeting adjourned by Chairperson Macke at 8:59 A.M.



WORKFORCE IMPLEMENTATION GUIDANCE (WIG) LETTER

DATE: November 24, 2021
NO: WIG LS-19-015R
TO: LOCAL WORKFORCE SYSTEM STAKEHOLDERS
FROM: Kristin Laarhoven, OWD Executive Director
SUBJECT: **Georgia One-Stop & Affiliate Certification Guidelines**

- 1. Purpose.** To provide guidance regarding the minimum criteria for the certification of comprehensive and affiliate one-stops throughout Georgia for PY22 and PY23.
- 2. References.** [WIOA sec. 121](#)
[WIOA sec. 134](#)
[WIOA sec. 188](#)
[20 CFR §678](#)
[20 CFR §680.200](#)
[29 CFR §38](#)
[TEGL 16-16](#)
- 3. Definitions.** WIOA – Workforce Innovation & Opportunity Act
TEGL – Training & Employment Guidance Letter
USDOL – U.S. Department of Labor
AJC – American Job Center
TCSG – Technical College System of Georgia
OWD – Office of Workforce Development
SWDB – State Workforce Development Board
PY – Program Year
CLEO – Chief Local Elected Official
LWDB – Local Workforce Development Board
LWDA – Local Workforce Development Area
MOU – Memorandum of Understanding
- 4. Background.** The American Job Center network includes the mandated programs and partners of Title I Adult, Dislocated Worker, and Youth workforce services; Title II Adult Education and Carl Perkins Technical Education; Title III Wagner-Peyser, Unemployment Insurance, Veterans Services and Trade Adjustment; Title IV Vocational Rehabilitation; Community Service Block Grants; Senior Community Service Employment Program; Job Corps; YouthBuild; HUD Employment programs; and Migrant and Seasonal Farm Workers. Through the one-stop system, these partners ensure employers and job seekers have access to information and services in the workforce system. The management of this network is the shared responsibility of SWDB, LWDBs, elected officials, and the partner programs.



The One-Stop Service Delivery System is WIOA's primary mechanism for delivering WIOA-funded services to participants. In its most basic and simplistic form, the One-Stop System for an entire LWDA may be composed of a single comprehensive one-stop site that provides access to all of the required partners' programs present within that LWDA's geographic boundaries, as described in 20 CFR §678.420. However, most LWDA's choose to deliver services through a network of physical sites.

In accordance with 20 CFR §678.800, the SWDB, in consultation with the LWDBs and CLEOs, developed the following minimum criteria for the certification of comprehensive and affiliate one-stops throughout Georgia.

WorkSource Georgia's One-Stop Certification is comprised of the following categories, which evaluate the one-stop for effectiveness:

- a. Customer Flow of Services
- b. Operational Details
- c. WorkSource Georgia Branding Identifier
- d. Customer Satisfaction
- e. Continuous Improvement
- f. Accessibility and Equal Opportunity Certification

LWDBs may include additional categories of certification criteria and/or additional criteria under existing categories. While the SWDB does not require review of LWDB added criteria, the additional criteria must be approved through a LWDB vote by June 30, 2022. OWD will update the monitoring tools annually to ensure accurate oversight of the established criteria and ensure that all sites in the LWDA have been certified appropriately.

5. Understanding the One-Stop System.

Federal service delivery requirements are different for Comprehensive and Affiliate sites; therefore, these guidelines require LWDBs to complete distinct certification tools for each type of location. Furthermore, a certification tool must be completed for each potential Comprehensive and Affiliate site. Regardless of designation, all sites must be physically and programmatically accessible to individuals with disabilities, as required by WIOA section 188 and the implementing regulations in 29 CFR part 38.

Memorandums of Understanding & Infrastructure Cost Agreements

WIOA Section 121(c)(2) stipulates the requirements for developing a memorandum of understanding. Each LWDA must draft and execute an umbrella MOU or series of MOUs detailing their one-stop service delivery network. The MOU(s) must be negotiated and executed by all of the required partners present within the LWDA. When an LWDA's service delivery network includes affiliate sites, the umbrella MOU, or site specific MOU, must address and detail the services provided at each of the affiliate sites. In the event that the LWDA uses an umbrella MOU, one option is to add an addendum or attachment to the MOU which identifies and details each of the LWDA's affiliate sites. In addition to identifying each affiliate site's location and detailing the method and type of services which will be provided, the affiliate site must address infrastructure costs. If the LWDA



chooses not to utilize an umbrella MOU, it will need to create stand-alone, site specific MOUs for every affiliate site within its network.

It is important to note that while WIOA requires all of the required partner programs present within an LWDA to contribute to the comprehensive one-stop's infrastructure, only those required partners whose programs are accessible at the affiliate site must contribute to the affiliate site's infrastructure. Therefore, if only WIOA Title I services are provided at an affiliate site, then the infrastructure costs will be solely funded by WIOA Title I. When two or more required partner programs provide access to their services at the affiliate site, the infrastructure funding agreement must ensure each partner provides a fair share consistent with the program's proportionate use and relative benefit received. Furthermore, any infrastructure contribution must comply with the regulations set forth in the Uniform Administrative Guidance.

Comprehensive Sites

A comprehensive site is a physical location where job seekers and employer customers can access the programs, services, and activities of all required one-stop partners, along with any additional partners as determined by the LWDB.

The comprehensive one-stop center must have:

1. At least one WIOA Title I staff person physically present, and provide career services as described in §678.430 (full listing of basic and intensive career services);
2. Access to training services described in §680.200. (Not all-inclusive, but provides listing of training services for adult and dislocated workers);
3. Access to any employment and training activities carried out under WIOA section 134(d) (listing of adult and dislocated worker employment and training activities);
4. Access to programs and activities carried out by one-stop partners listed in §678.400 through §678.410 (includes full listing of required partner activities); and,
5. Workforce and labor market information.

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

Affiliate Sites

As described in §678.310, an affiliate site is a location that provides access to one or more of the one-stop partners' programs, services, and activities. As such, an affiliated site does not need to provide access to every required one-stop program, but should be knowledgeable about and able to make referrals as needed. The frequency of program staff's physical presence in the affiliated site will be determined at the local level, and must be formalized in the MOU. The regulations specify that affiliate sites may be



established in LWDA's to enhance and broaden the impact of the LWDA's service delivery network.

When considering designation as an affiliate site, it is important to remember that Adult, Dislocated Worker, and Youth programs are considered different programs under Title I. Therefore, if providing WIOA Title I Youth, Adult, and Dislocated Worker programs only, the location still constitutes an affiliate. Furthermore, if only two of the above stated programs are provided, the location still constitutes an affiliate. If only one of those programs is being provided, the location may constitute an affiliate or specialized site (see next section for more information regarding specialized sites).

Specialized Sites

The One-Stop system may have additional sites outside of comprehensive and affiliate sites, which includes the designation of "specialized sites" to address specific needs, such as Dislocated Workers, Youth, Veterans, key industry sectors or clusters. Per §678. 320, a specialized site is similar to an affiliate in that it does not need to provide access to every required partner, but should be knowledgeable about and able to make referrals as needed.

A location constitutes a specialized site if:

- Is a stand-alone partner program office (e.g. GVRA);
- Is time-limited (i.e., In response to a regional lay-off event, WARN event); OR
- Includes only one WIOA title I program (i.e., Veteran or Youth only site) and no other partner program(s)

While not requiring full certification, specialized sites must be physically and programmatically accessible to individuals with disabilities, as required by section 188 of WIOA and its implementing regulations at 29 CFR part 38. OWD will monitor compliance with accessibility requirements through the annual monitoring process.

Wagner-Peyser Co-location

Per 20 CFR §678.315, if Wagner-Peyser Act employment services are provided at an affiliate site, there must be at least one or more other partner(s) in the affiliate with a physical presence of combined staff more than 50% of the time the center is open. As such, Wagner-Peyser cannot be a separate, stand-alone office. If there are any GDOL centers offering Wagner-Peyser services, these centers must meet the definition of and be certified as an affiliate site. However, the other partner **must not be the partner administering local veterans' reemployment representatives, disabled veterans' outreach representatives, disabled veterans' outreach program specialities, or unemployment compensation programs.**

Technical College Campus Site

Some LWDA's provide WIOA Title I-funded career services at local technical college campuses. These services are typically provided by contractors, subrecipients, or LWDA programmatic staff. Since these sites "make available to job seeker and employer customers one or more of the one-stop partners' program, services, and activities," they meet the definition of an affiliate site. Therefore, if the career services are provided out of



office space that is rented or leased by a contractor or local WIOA Title I service provider for the sole purpose of providing WIOA Title I services, the location would be considered an affiliate site.

If the site is only providing Adult Education and Carl Perkins activities, OWD has determined the location does not constitute an affiliate site. Perkins dollars fund instruction, but no direct services to participants or case management is offered. However, if Adult, Dislocated Worker, Youth, or other partner program activities are also offered at that location, it constitutes an affiliate and must be certified as such.

If a technical college site is deemed an affiliate and needs a cost sharing structure, the LWDB should use their own discretion when determining what is the “site” (i.e., if only sharing room, single building, single office, the affiliate does not need to be the entire campus).

Mobile Units

Depending on its use, Mobile Units can be classified as either affiliate or specialized sites. When considering certification for mobile units, affiliates have an element of permanency. If the unit essentially acts as another affiliate site that happens to travel around the LWDA’s service delivery area, then it may be classified as an affiliate. IF the unit changes function, it may be appropriate to classify it as a specialized site instead. This allows LWDBs flexibility; however, LWDBs can always raise the bar and vote to certify mobile units as affiliates, even if they only meet the definition of a specialized site. Both affiliate and specialized sites must be physically and programmatically accessible to individuals with disabilities, as required by section 188 of WIOA and its implementing regulations at 29 CFR part 38, regardless of whether the site requires certification or not. OWD will monitor compliance with accessibility requirements through the annual monitoring process if the site is not certified as an affiliate.

What does “access” mean?

As described in § 678.305(d), the federal regulations define “access” as the following:

1. Having a program staff member physically present at the one-stop center;
2. Having a staff member from a different partner program physically present at the one-stop center appropriately trained to provide information to customer about the programs, services, and activities available through partner programs; OR,
3. Making available a direct linkage through technology to program staff who can provide meaningful information or services.
 - a. A “direct linkage” means providing direct connection at the one-stop center, within a reasonable time, by phone or through a real-time web-based communication to a program staff member who can provide program information or services to the customer.
 - b. A direct linkage cannot exclusively be providing a phone number and/or website, or providing information, pamphlets, and/or materials.



Note on “access points”

The term “access point” is used throughout federal guidance regarding the One-Stop System and certification requirements. OWD interprets this to mean that every location within the One-Stop system is an access point, and not that an “access point” is a unique type of location. All access points must be determined to be Comprehensive or Affiliate Sites and certified as such, or meet the definition of a specialized site.

6. Certification Instructions

Each LWDA must have at least one certified Comprehensive One-Stop and an executed MOU. The MOU, executed in accordance with 20 CFR §678.500 and §678.755 by all required partners present within the LWDA, outlines the services delivery structure and identifies the services delivery sites, both potential comprehensive and affiliate sites.

Utilizing the prospective service delivery sites identified in the MOU, each LWDA must assign staff to perform certification. The steps below briefly outline how this process should occur.

1. LWDBs, or an appropriate LWDB committee, must meet and vote to adopt the State’s minimum criteria by June 30, 2022. If an LWDB determines additional certification criteria will be added to the mandated State criteria, the LWDB must meet and vote to add such criteria.
 - a. Verification of said vote (i.e., meeting minutes) must be submitted to the OWD Compliance Team at WIOAcompliance@tcsgeu within ten (10) days of LWDB approval.
2. Determine which entity will be responsible for completing certification. Per §678.800(3), “when the LWDB is the one-stop operator as described in §678.410 of this chapter, the SWDB must certify the one-stop center.” Furthermore, if the local fiscal agent or programmatic administrator functions as the one-stop operator, that entity may not perform the certification either, due to the inherent conflicts of interest. In either case, the LWDB must notify OWD in writing at least one (1) month before certification is to be completed.
3. Identify the prospective locations and schedule onsite inspections and interviews. Note that these locations should only consist of those locations identified in the proposed MOUs.
4. Complete certification process by completing the appropriate forms for each prospective location and present to LWDB (or the appropriate LWDB committee).
 - a. Complete Partner Presence (Form A) and Accessibility & EO certification (Form B) **for each site**, to include those considered specialized.
 - b. Depending on site designation, complete either Comprehensive (Form C) or Affiliate (Form D) Certification.
5. LWDB, or appropriate LWDB committee, shall review the tools and vote on whether to certify sites.



6. Executed certification packets for each site will be requested and reviewed by the OWD Programs Team during annual monitoring.
 - a. If a prospective location identified in the MOU is not certified, the LWDB shall provide an explanation and justification as to why. If the location *failed* certification, the LWDB shall include the completed forms for said location so that OWD may provide technical assistance to remedy the failed certification.
7. **Action Requested.** The SWDB-approved criteria included in this WIG must be approved by LWDBS by June 30, 2022. The criteria above may be used for the certification of one-stops during PY22 (July 1, 2022 – June 30, 2023) and PY23 (July 1, 2023 – June 30, 2024).

LWDBs, or an appropriate LWDB committee, must meet and vote to adopt the State’s minimum criteria by June 30, 2022. If an LWDB determines additional certification criteria will be added to the mandated State criteria, those criteria should be included and adopted at that time. Verification of said vote (i.e., meeting minutes) must be submitted to the OWD Compliance Team at WIOAcompliance@tcsgeu within ten (10) days of LWDB approval.

LWDBs must complete one-stop certification for each location under consideration for status as either a comprehensive or affiliate site. Sites must be certified by the LWDB in order to utilize their locally negotiated infrastructure cost agreement. Certification/re-certification of local sites must be completed at least once every three years. As each area may be on a different schedule for certification, OWD will not dictate a deadline; however, compliance with the LWDA’s certification timeline for each site in the LWDA will be reviewed in annual monitoring by OWD.

8. **Inquiries.** Inquiries regarding this guidance should be directed to WIOAcompliance@tcsgeu.

9. **Attachment.**

Attachment 1: Form A – Partner Presence

Attachment 2: Form B – Accessibility & Equal Opportunity Certification

Attachment 3: Form C – Comprehensive One-Stop Certification

Attachment 4: Form D – Affiliate One-Stop Certification

10. **Expiration.** SWDB will review one-stop certification criteria every two years and update this guidance accordingly. As changes are made, OWD will revise and reissue the WIG and notify LWDA in a timely manner.

This WIG incorporates and rescinds *LS-16-004: Affiliate One-Stops*.

11. **Authorization.**

One Stop Certification changes from previous version dated November 22, 2019

Changes:

- **6. Certification Instructions** added, “1. a. Verification of said vote (i.e., meeting minutes) must be submitted to the OWD Compliance Team at WIOAcompliance@tcsg.edu within ten (10) days of LWDB approval.”
- **6. Certification Instructions** changed from submitting packets to OWD to “6. Executed certification packets for each site will be requested and reviewed by the OWD Programs Team during annual monitoring. a. If a prospective location identified in the MOU is not certified, the LWDB shall provide an explanation and justification as to why. If the location *failed* certification, the LWDB shall include the completed forms for said location so that OWD may provide technical assistance to remedy the failed certification.”
- **7. Action Requested** changed deadlines and timeline to:

Deadlines:

- The SWDB-approved criteria included in this WIG must be approved by LWDBS by June 30, 2022.
- The criteria above may be used for the certification of one-stops during PY22 (July 1, 2022 – June 30, 2023) and PY23 (July 1, 2023 – June 30, 2024).

Timeline:

1. LWDBs, or an appropriate LWDB committee, must meet and vote to adopt the State’s minimum criteria by June 30, 2022. If an LWDB determines additional certification criteria will be added to the mandated State criteria, those criteria should be included and adopted at that time.	1/21/2022
2. Full Board vote	TBD
3. Verification of said vote (i.e., meeting minutes) must be submitted to the OWD Compliance Team at WIOAcompliance@tcsg.edu within ten (10) days of LWDB approval.	Ten days after
4. LWDBs must complete one-stop certification for each location under consideration for status as either a comprehensive or affiliate site. Sites must be certified by the LWDB in order to utilize their locally negotiated infrastructure cost agreement. Certification/re-certification of local sites must be completed at least once every three years. As each area may be on a different schedule for certification, OWD will not dictate a deadline; however, compliance with the LWDA’s certification timeline for each site in the LWDA will be reviewed in annual monitoring by OWD.	7/1/2022

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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

~~2022-2023~~

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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)

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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:

IN THE DOOR, LLC

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

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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 100% funded by WIOA Title I grants and no other partners are present."

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.

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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.

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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

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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.

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- 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, 2022 through June 30, 2023, 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.

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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

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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.

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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, 2022, the Partner shall be liable for the infrastructure and service sharing costs accrued from July 1, 2021, through February 10, 2022.”

Deleted: 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, 2020 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 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

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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. Atlanta Technical College is 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. The College 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

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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. Section1352), 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 and12689) 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

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(email). Such facsimile or scanned signature shall be treated in all respects as having the same effect as an original signature.

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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

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Partner Name: _____

Signature 1

Date

Printed Name and Title 1

Signature 2

Date

Printed Name and Title 2

Signature 3

Date

Printed Name and Title 3

Agency Name

Contact Information

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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.

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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)

[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, 2022 through June 30, 2023**, 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.

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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.

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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:

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- 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

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- Coordinate with the WorkSource Fulton to oversee the operations of WorkSource Fulton One-Stop Center.

b. **WorkSource Fulton** will:

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- 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:

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- 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

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- 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:
 - 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, Unemployment Insurance (“UI”), Veterans and Trade with alternate person or persons trained for back up. The Georgia Department of Labor (DOL) will not require an office and will utilize the Resource Room in order to work with clients that coming into the office.
 - Provide trainings for all staff delivering services and for Business Services staff. This training will include a comprehensive orientation to Employ Georgia as well as instruction covering how to provide data mining for business partners. The staff will also be trained in the use of the resume creator tool.
 - Provide access to and use of Tap Dance technology assessment software for use by all One-Stop customers. DOL will provide training in the use of Tap Dance for all partner staff.
- 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

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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.

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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

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- 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:

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- 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:

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- 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:

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- 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.

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.

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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).

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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.

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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

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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, 2022 and their payments obligations are retroactive to this date.

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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

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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

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Partner Name: _____

Signature 1 **Date**

Printed Name and Title 1

Signature 2 **Date**

Printed Name and Title 2

Signature 3 **Date**

Printed Name and Title 3

Agency Name

Contact Information

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Exhibit "B"
2022/2023

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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						
			Title 1B	Wagner - Peyster	Education ATC	Adult Education GTC	Vocational Rehab	Perkins	Goodwill North GA direct access
				"=(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	\$5,000.00	\$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
Total, Infrastructure Costs	\$63,057.68		\$63,057.68	\$1,180.64	\$147.58	\$147.58	\$295.16	\$295.16	\$295.16

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
Facilities Costs	weighted square
Lease Cost	\$0.00
Facility Maintenance	\$5,000.00
Property and Casualty insurance	\$300.00
Security Service	\$45,734.88
Cleaning Services	\$1,204.80
Utilities	\$5,000.00
Technology Costs	
Telecommunications and Internet	\$4,644.00
Equipment and Technology costs	\$1,174.00
Assistive technology	\$0.00
Common Identifier Marketing Costs	
Signage	\$0.00
Other "common identifier" costs	\$0.00
Other Infrastructure Costs	
Other Cost Description	\$0.00
Other Cost Description	\$0.00
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SHARED COST CATEGORY	TOTAL ANNUAL BUDGET	Funding Formula	ANNUAL BUDGET ALLOCATION TO PARTNERS						
			Title IB	Wagner - Peyer	Adult Education	Vocational Rehab	Perkins	Goodwill North GA direct access	
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	
Board meeting costs	\$7,107.68		\$7,107.68	\$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	
Errors and omissions insurance	\$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	
Other Cost Description	\$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	
Costs to Promote Service Integration									
Joint staff training	\$4,800.00		\$4,800.00	\$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	
Business services	\$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	
Resource room materials and staffing	\$2,400.00		\$2,400.00	\$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	
Other Cost Description	\$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	
Part 3: Workforce Development Division Other Shared Costs									
Career Services (Must be shared among all partners)									
Basic Career Services	\$169,972.90		\$169,972.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Individualized Career Services	\$331,969.40		\$331,969.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Follow-up services	\$59,723.10		\$59,723.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other Shared Costs	\$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	
Assessment of Needs	\$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	
Identification of services	\$850.00		\$850.00	\$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	
Costs of Local WDB	\$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	
Total, Parts 1, 2 and 3	\$768,648.13		\$768,648.13	\$1,180.64	\$147.58	\$147.58	\$295.16	\$295.16	

SHARED COST CATEGORY	TOTAL ANN BUDGET
Part 2: Workforce Development Division Local One-Stop Delivery System Costs	
Costs Related to Board Functions	
Salary, benefits and other expenses	\$21,10
Board meeting costs	\$7,10
Audit costs of incorporated boards	\$
Errors and omissions insurance	\$
Costs of strategic data gathering	\$
Other Cost Description	\$
Other Cost Description	\$
Costs to Promote Service Integration	
Joint staff training	\$4,80
Customer satisfaction measurement	\$2,96
Business services	\$
One-stop center reception	\$62,04
Resource room materials and staffing	\$2,40
Other Cost Description	\$
Other Cost Description	\$
Total, One-Stop Delivery System Costs	\$100,42
Part 3: Workforce Development Division Other Shared Costs	
Career Services (Must be shared among all partners)	
Basic Career Services	\$42,64
Individualized Career Services	\$169,97
Follow-up services	\$331,96
Other Shared Costs	\$59,72
Initial Intake	\$
Assessment of Needs	\$
Appraisal of basic skills	\$
Identification of services	\$85
referrals	\$
Costs of Local WDB	\$
Total, Other Shared Costs	\$605,16
Total, Parts 1, 2 and 3	\$768,64

Deleted: Total, Parts 1, 2 and 3 \$768,64

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 County 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 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 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 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 BOARD REPORT
Local Area 006 Region 3

WIOA Grant Funding Summary

Month Ending, December 31, 2021



Funding	Program Year	Award	Expended	% Expended	*Obligated	% Obligated	*Balance after Obligations	% Balance	
ADMINISTRATION									
Ending June 2022	PY 2020	\$ 265,467.00	\$ 179,902.86	68%	\$ 19,972.66	8%	\$ 65,591.48	25%	● Admin. On Track to expense by June 30, 2022
Ending June 2023	PY 2021	\$ 268,170.00	\$ 120,033.23	45%	\$ -	0%	\$ 148,136.77	55%	● Admin. operation expense by 6/30/2023
TOTAL		\$ 533,637.00	\$ 299,936.09		\$ 19,972.66		\$ 213,728.25		
ADULT									
Ending June 2022	PY 2020	\$ 1,331,890.00	\$ 461,183.90	35%	\$ 564,894.84	42%	\$ 305,811.26	23%	● On Track to expense by June 30, 2022
Ending June 2023	PY 2021	\$ 513,820.00	\$ 11,101.74	2%	\$ -	0%	\$ 502,718.26	98%	● 80% obligated by 6/30/2022
TOTAL		\$ 1,845,710.00	\$ 472,285.64		\$ 564,894.84		\$ 808,529.52		
DISLOCATED WORKER									
Ending June 2022	PY 2020	\$ 409,407.00	\$ 200,193.26	49%	\$ 197,433.58	48%	\$ 11,780.16	3%	● On track for 6/30/2021 (DW TRF to AD pending)
Ending June 2023	PY 2021	\$ 1,327,591.00	\$ 23,110.40	2%	\$ 151,544.43	11%	\$ 1,152,936.17	87%	● 80% obligated by 6/30/2022
Ending March 2022	PY 2019 NDWG-CV19	\$ 926,877.20	\$ 150,000.00	16%	\$ 700,000.00	76%	\$ 76,877.20	8%	● On track to expense by 3/31/2022
TOTAL		\$ 2,663,875.20	\$ 373,303.66		\$ 1,048,978.01		\$ 1,241,593.53		
YOUTH									
Ending June 2022	PY 2020	\$ 647,930.00	\$ 372,149.76	57%	\$ 256,177.46	40%	\$ 19,602.78	3%	● On Track to expense by June 30, 2022
Ending June 2023	PY 2021	\$ 572,130.00	\$ 15,104.53	3%	\$ 384,512.94	67%	\$ 172,512.53	30%	● 80% obligated by 6/30/2022
TOTAL		\$ 1,220,060.00	\$ 387,254.29		\$ 640,690.40		\$ 192,115.31		
		\$ 6,263,282.20	\$ 1,532,779.68	24%	\$ 2,274,535.91	36%	\$ 2,455,966.61	39%	

*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.

PY19 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.	\$ 1,741,227.00	\$ 238,482.19	\$ 1,979,709.19	\$ 618,047.61	31%	\$ 1,361,661.58	\$ 327,867.78	17%	\$ 1,033,793.80	52%
In The Door, LLC.	\$ 129,704.00	\$ -	\$ 129,704.00	\$ 40,926.83	32%	\$ 88,777.17	\$ 22,377.22	17%	\$ 66,399.95	51%
MAX	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	0%	\$ 5,000.00	\$ -	0%	\$ 5,000.00	100%
Atlanta Regional Commission Outreach Chattahoochee Tech. College Incumbent Worker Training	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 12,525.00	25%	\$ 37,475.00	\$ -	0%	\$ 37,475.00	75%
SubTotal Program	\$ 20,520.00	\$ 41,129.00	\$ 61,649.00	\$ -	0%	\$ 61,649.00	\$ 20,520.00	33%	\$ 41,129.00	67%
Contracts	\$ 1,946,451.00	\$ 279,611.19	\$ 2,226,062.19	\$ 671,499.44	30%	\$ 1,554,562.75	\$ 370,765.00	17%	\$ 1,183,797.75	53%
Operating PO/Invoices Payments Due	\$ 22,973.16	\$ -	\$ 22,972.66	\$ 3,000.00	13%	19,972.66	\$ 1,084.66	5%	\$ 18,888.00	82%
Total YTD Program Contracts	\$ 1,969,424.16	\$ 279,611.19	\$ 2,249,034.85	\$ 674,499.44	30%	\$ 1,574,535.41	\$ 371,849.66	17%	\$ 1,202,685.75	53%
Goodwill of NorthGA COVID-19 - Reboot Project	\$ 850,000.00	\$ -	\$ 850,000.00	\$ 150,000.00	18%	\$ 700,000.00	\$ 1,500.00	0%	\$ 698,500.00	82%
Total Operating & Contracts	\$ 2,819,424.16	\$ 279,611.19	\$ 3,099,034.85	\$ 824,499.44	27%	2,274,535.41	373,349.66	12%	\$ 1,901,185.75	61%

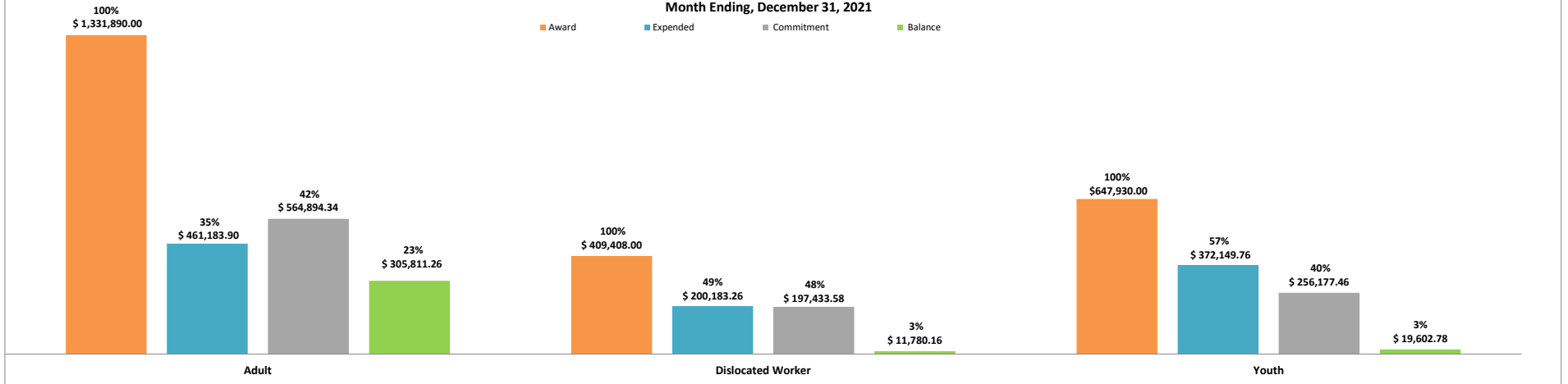
**Remaining Balance includes YTD total after contract obligations plus operating remaining funds. (80% does not apply to Administration Total)

**PY 2020 Grant Award
July 1, 2020 - June 30, 2022**

80% of Award must be obligated by June 30, 2021

Month Ending, December 31, 2021

Award Expended Commitment Balance



Fund	PY 2020 Award	Expended	% Expended	Commitment	% Commitment	** Balance after Commitment	% Balance after Commitment
Administration Program	265,469.00	\$ 179,902.86	68%	19,972.66	8%	\$ 245,496.34	92%
Adult	\$ 1,331,890.00	\$ 461,183.90	35%	\$ 564,894.84	42%	\$ 305,811.26	23%
Dislocated Worker	\$ 409,407.00	\$ 200,193.26	49%	\$ 197,433.58	48%	\$ 11,780.16	3%
Youth	\$ 647,930.00	\$ 372,149.76	57%	\$ 256,177.46	40%	\$ 19,602.78	3%
Subtotal	\$ 2,389,227.00	\$ 1,033,526.92	43%	\$ 1,018,505.88	43%	\$ 337,194.20	14%
PY 2020	\$ 2,654,696.00	\$ 1,213,429.78	46%	\$ 1,038,478.54	39%	\$ 582,690.54	22%

*Projected obligation totals includes the 80% contract commitment estimates by June 30, 2021.

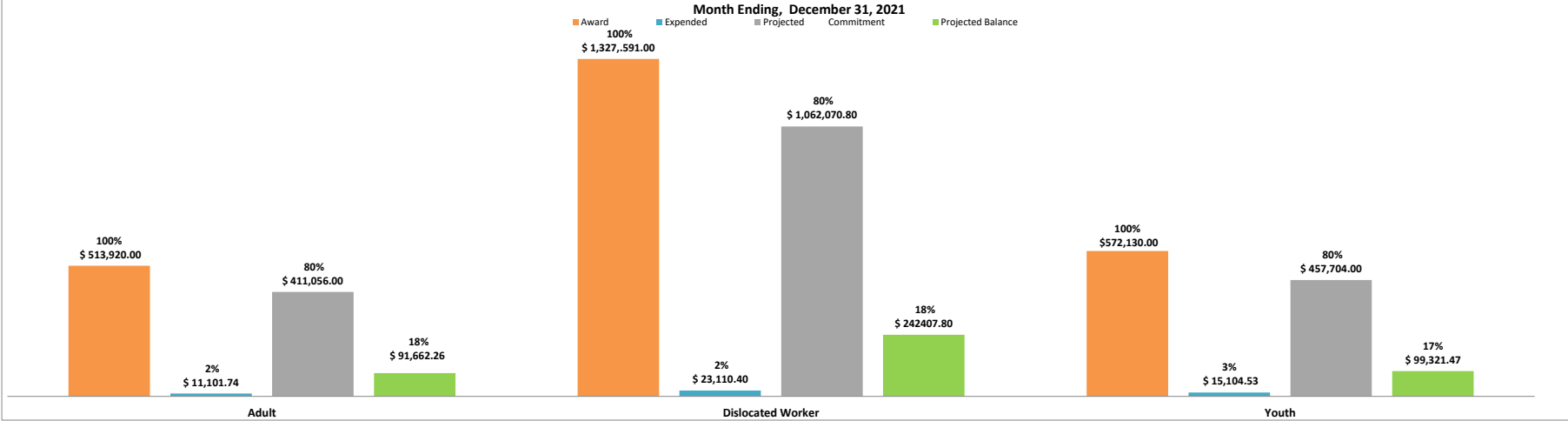
**Projected Balance is the amount remaining for operating expenses YTD.

PY 2021 Grant Award

July 1, 2021 - June 30, 2023

80% of Award must be obligated by June 30, 2022

Month Ending, December 31, 2021



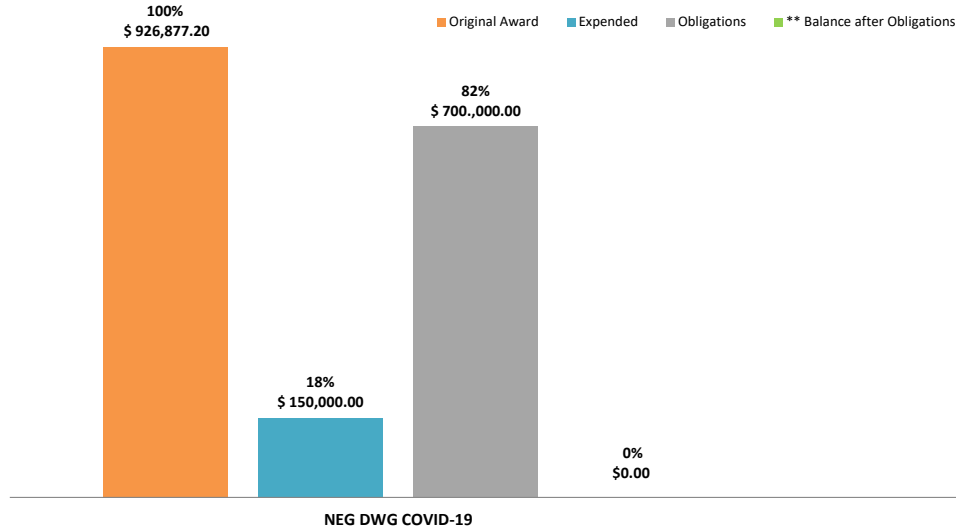
Fund	PY 2021 Award	Expended	% Expended	Commitment	% Commitment	** Balance after Commitment	% Balance after Commitment
Administration	268,170.00	\$ 120,033.23	45%	-	0%	\$ 148,136.77	55%
Program	Award	Expended	% Expended	Projected Commitment	% Projected Commitment	Projected Balance	% Projected
Adult	\$ 513,820.00	\$ 11,101.74	2%	\$ 411,056.00	80%	\$ 91,662.26	18%
Dislocated Worker	\$ 1,327,591.00	\$ 23,110.40	2%	\$ 1,062,072.80	80%	\$ 242,407.80	18%
Youth	\$ 572,130.00	\$ 15,104.53	3%	\$ 457,704.00	80%	\$ 99,321.47	17%
Subtotal	\$ 2,413,541.00	\$ 49,316.67	2%	\$ 1,930,832.80	80%	\$ 433,391.53	20%
PY 2020	\$ 2,681,711.00	\$ 169,349.90	6%	\$ 1,930,832.80	72.0%	\$ 581,528.30	22%

*Projected obligation totals includes the 80% contract commitment estimates by June 30, 2022.

**Projected Balance is the amount remaining for operating expenses YTD.

B

**PY 2019 National Emergency Grant (COVID-19) Dislocated Worker
 October 1, 2020 - March 31, 2022
 100% of Award must be expended by March 31, 2022
 Month Ending, December 31, 2021**



Fund	PY 2019 Award	Expended	% Expended	*Obligations	% Obligated	**Balance after Obligations	% Balance after Obligation
Administration	76,877.20	\$ -	0%	-	0%	\$ 76,877.20	100%
Program	Original Award	Expended	% Expended	Obligations	% Commitment	** Balance after Obligations	% Projected
NEG DWG COVID-	\$ 850,000.00	\$ 150,000.00	18%	\$ 700,000.00	82%	\$ -	0%
Total PY 2019	\$ 926,877.20	\$ 150,000.00	16%	\$ 700,000.00	82%	\$ 76,877.20	8%

*Obligation totals includes the 100% contract commitment for expense by March 31, 2022.
 **Balance after obligations is the amount remaining for operating expenses YTD.

2022 LWDB Meeting Dates

3rd Wednesday of Month

February 24th: 9:00 AM

May 18th: 9:00 AM

August 17th: 9:00 AM

November 16th: 9:00 AM

*Committees meeting at minimum once per quarter
Scheduled at least 2 weeks prior to LWDB Meeting. Please make sure to check with your
Committee Chair(s) and Liaison(s)*

Fulton



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KEY PERFORMANCE INDICATORS

February 24, 2022

Q3 KEY PERFORMANCE INDICATORS

Program Year 21: 7/2021 – 6/2022

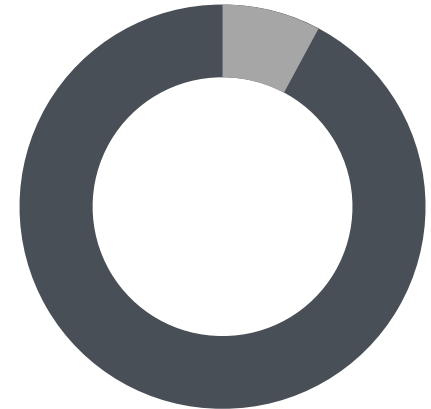
Benchmark Measure: Service Impact



Cobb County
6.37%



Fulton County
6.78%



State of Georgia
7.87%

Benchmark: Percent of Unemployed Adult/
Dislocated Workers Job Seekers Enrolled

Q3 KEY PERFORMANCE INDICATORS

Program Year 21: 7/2021 – 6/2022

Benchmark Measure: Training Completion Rate



Cobb County
81%



Fulton County
82%



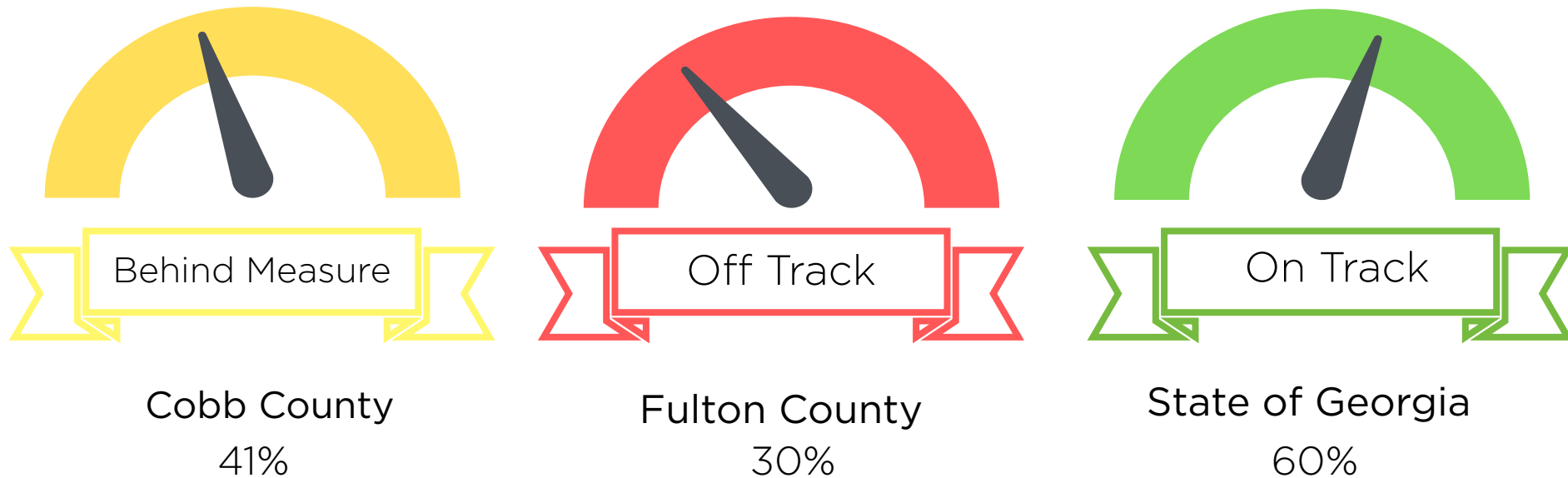
Mecklenburg County
66.5%

Benchmark: Percent of Job Seekers
Completing Training Program
Statewide: 75.9%

Q3 KEY PERFORMANCE INDICATORS

Program Year 21: 7/2021 – 6/2022

Benchmark Measure: Employment Related Training



Benchmark: Percent of Job Seekers
Employed in Training Industry

Q3 KEY PERFORMANCE INDICATORS

Program Year 21: 7/2021 – 6/2022

Benchmark Measure: Length of Service Time



On Track

Cobb County
64 Weeks



On Track

Fulton County
79.5 Weeks



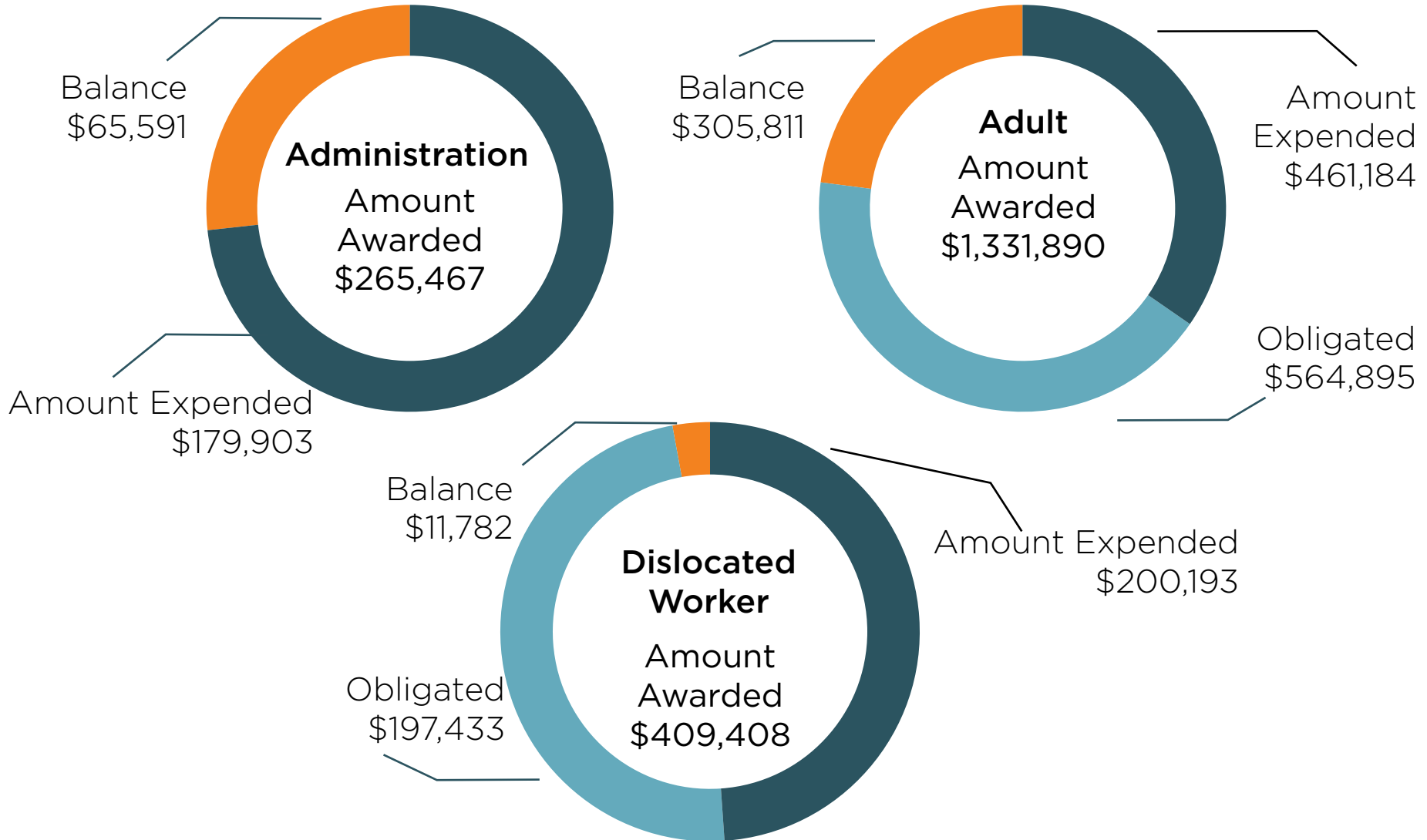
Benchmark

State of Georgia
92 Weeks

Benchmark: Number of Weeks Between Enrollment and Exit

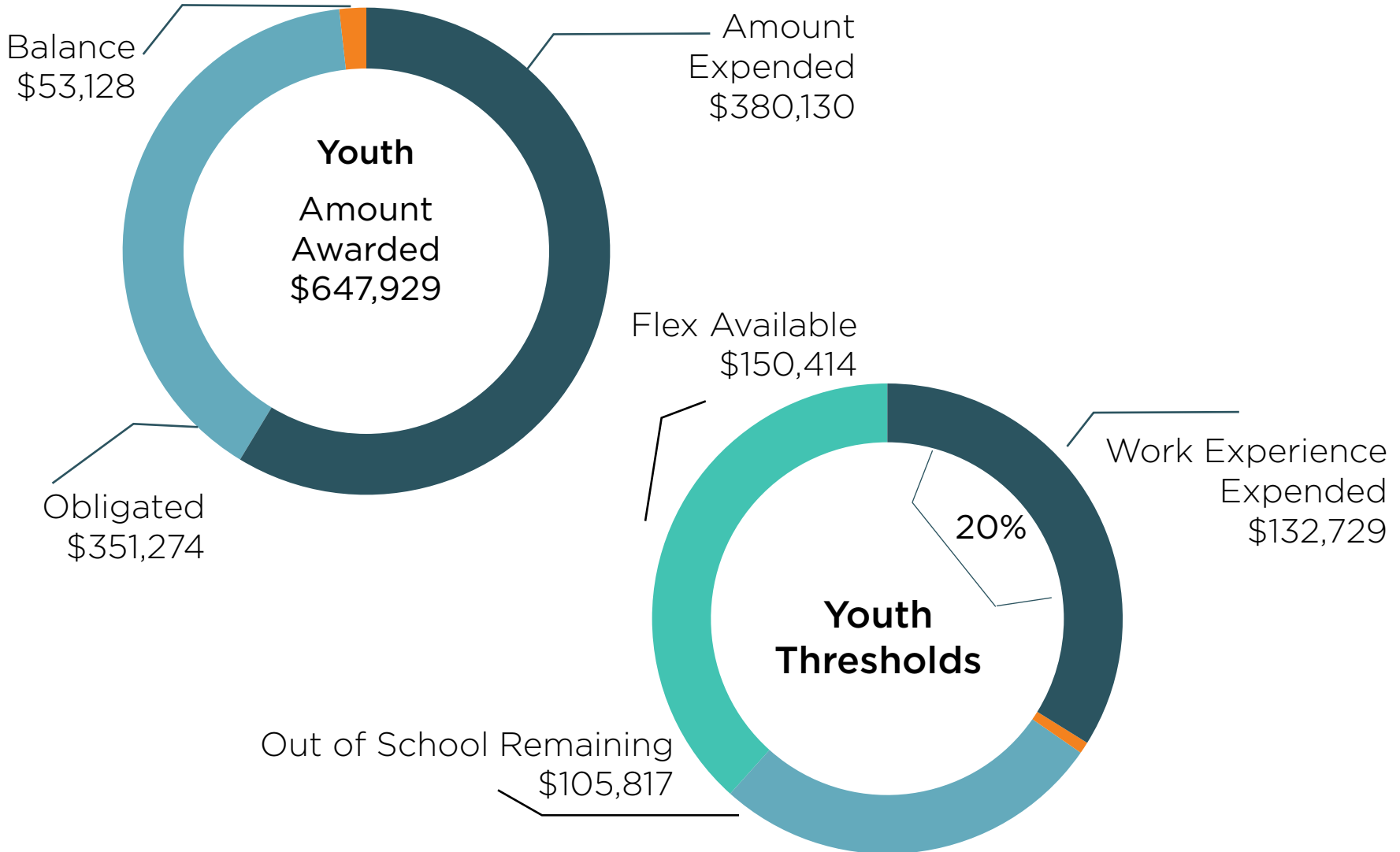
Q3 KEY PERFORMANCE INDICATORS

Funds Expiring June 2022



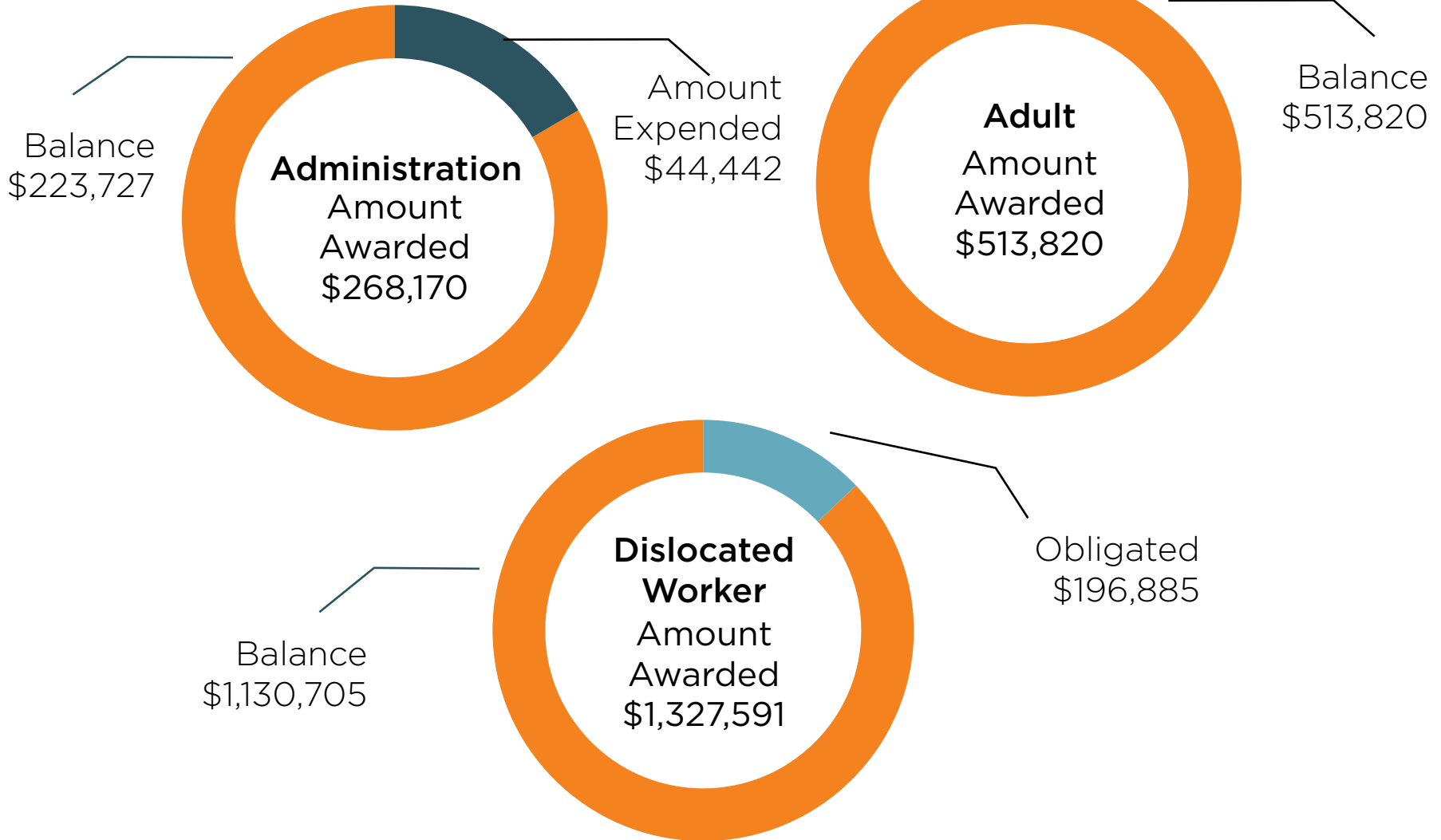
Q3 KEY PERFORMANCE INDICATORS

Funds Expiring June 2022



Q3 KEY PERFORMANCE INDICATORS

Funds Expiring June 2022



Q3 KEY PERFORMANCE INDICATORS

Funds Expiring June 2022

