Region VII
WORKFORCE DEVELOPMENT BOARD

TRAINING PROVIDER
MEMORANDUM OF UNDERSTANDING
(MOU)

THIS AGREEMENT made and entered into this 17th day of April, 2018 by and between the West Virginia Region VII Workforce Development Board, referred to herein as the "WDB", and **James Rumsey Technical Institute**, herein referred to as the "Training Provider".

WITNESSETH

1. **The Parties** - The Region VII Workforce Development Board (WDB) is a non-profit organization organized under the laws of the State of West Virginia to administer and carry out the purposes of the Workforce Innovation and Opportunity Act (WIOA) of 2014 within the 8 county regions which is designated by the State of West Virginia as Region VII. The Training Provider is legally authorized to provide occupational training/educational programs approved by the Region VII Workforce Development Board, being in a regional demand occupation, and listed on the West Virginia State Eligible Training Provider List.

2. **Purpose of the Agreement** - The Agreement establishes the terms and conditions under which the Training Provider shall be eligible to receive WDB funds, under the Workforce Innovation and Opportunity Act of 2014, on behalf of eligible individuals who desire to enroll in occupational training classes or programs offered by the Training Provider. This Agreement shall also outline the Training Provider responsibilities during training and upon completion of training.

3. **Controlling Authority** - This Agreement is being entered into pursuant to the Workforce Innovation and Opportunity Act of 2014 (the "Act"), and all terms and conditions contained herein are subject to such Act and the regulations promulgated thereunder.

4. **Term of Agreement** - This Agreement shall run throughout the term of the Training Provider eligibility, but shall automatically terminate on such date as the Training Provider becomes ineligible to receive funds under the Act. In addition, the Training Provider may terminate this Agreement upon thirty days written notice to the WDB. The WDB may terminate this Agreement upon good cause shown, including the failure of the Training Provider to comply with a material provision of this Agreement. Any change to this Agreement will be in writing and signed by both parties.

5. **Training Provider Assurances** - In Addition to other requirements imposed by this agreement, the Training Provider agrees as follows:
   A. The Training Provider will not discriminate against any employees, or applicants for training under the program because of race, color, religious creed, national origin, ancestry, age, sex, or on any other basis prohibited by the Workforce Innovation and Opportunity Act.

B. The Training Provider will provide a lobbying certification certifying that no federally appropriated funds awarded under this Agreement will be used for lobbying activities.

C. The Training Provider will provide a certification that it is a Drug-Free Workplace in accordance with the requirements of the federal Drug-Free Workplace Act.

D. The Training Provider certifies that neither it nor its principals are presently debarred, suspended, or declared ineligible from participating in this transaction by any federal department or agency and it has not knowingly entered into any lower tier covered transaction with any such entity, unless authorized by the United States Department of Labor.

E. The Training Provider certifies that it will comply with the Americans with Disabilities Act in the conduct of its responsibilities under this Agreement.

F. Per Workforce Development Board requirements, no WIOA eligible student will be recommended eligible to receive WIOA funded training (ITA, OJT, Customized Training, or Contracted Training) unless the individual meets the minimum industry basic skill requirements (score of at least 8.9 on the TABE assessment test, or that equivalent on any other assessment instrument used), whether the requirements be identified by use of TABE, WorkKeys, or any other industry recognized skill standard assessment. Anyone scoring less than the basic skill level will be referred to Adult Education (AE) classes, SPOKES, or other source of remedial training to bring their scores up to the required standards. WIOA will provide all applicable testing.

G. The Training Provider will provide reports as the school publishes on the student's progress, absences, disciplinary actions, or other information relating to the student or the student's disciplinary actions, or other information relating to the student or the student's progress, level of achievement, and program completion as required in accordance with WDB policies. Documentation required from the Training Provider will include copies of grades, certificates, degrees, awards, and any other proof of student's achievements. WIOA will provide a signed copy of the participant's Release of Information form.

H. The Training Provider will permit access by personnel from the U.S. Department of Labor, the WorkForce West Virginia Office, and the Region VII WDB to student records and other information to conduct appropriate audits in order to confirm the proper disbursements and utilization of funds provided under the Individual Training Account (ITA). WIOA will provide a signed copy of the participant's Release of Information form.

I. The Training Provider shall capture and report performance measures in the Mid Atlantic Career Consortium (MACC) computer system, as required by the U.S. Department of Labor and the Region VII Workforce Development Board. The Training Provider must meet the standards established by the Region VII WDB which may include, but are not necessarily limited to the following: completion rates, job placement rates, certification and/or licensure rates (where applicable), wage levels received by placed students, and the six-month retention rate and wage rate of

individuals placed in jobs after completion. The performance measures reported will have a direct affect on subsequent approval to provide training for WIOA students.

J. The Training Provider agrees to complete all Workforce Innovation and Opportunity Act (WIOA) forms necessary for the initial enrollment and continued enrollment of WIOA participants. All required enrollment forms, ITA forms, financial aid, and other forms must be received by the WDB fifteen business (15) days prior to the start date of classes. Since these forms must first be reviewed by the WorkForce WV Career Center prior to forwarding to the WDB office, the WorkForce WV Career Center should get all enrollment forms twenty-one (21) days prior to class start date. The WDB will not be responsible for funding student training prior to approval by the WDB of the ITA. The school should not allow any potential WDB student, fully or partially funded WDB Student, to begin classes until the school receives a letter from the WDB approving the training. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.

K. The Training Provider will require all WIOA participants to complete and submit the Student Financial Aid Request and provide a copy of the Student Financial Award Letter to the appropriate WorkForce WV Career Center. WIOA funding will be utilized after all other student-training grants have been exhausted (i.e. scholarships, grants, etc.). The Student Financial Award Letter must accompany the Individual Training Account (ITA) or, if the Award Letter is not on hand when the ITA is submitted, a copy of the Student Financial Aid Request must accompany the ITA. Once the Award Letter is received, a copy must be forwarded to the appropriate WorkForce WV Career Center. All other forms of non-repayable financial aid (i.e. Pell, scholarships, VA, DRS, etc.) are to be used prior to billing WIOA for the training received. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.

L. The Training Provider agrees to the following ITA payment process:
   i. The Training Provider understands that WIOA funding is not an entitlement.
   ii. Submit for one-half of the semester/term/payment at the beginning of the semester/term/mid-point. The Training Provider may bill at the end of the term.
   iii. Submit for second one-half payment of semester/term at the semester/term midway point. The Training Provider may bill at the end of the term.
   iv. Invoices must contain the following information – Participant's full name, social security number, program name, semester/term begin and end date, amount billed and period covered. Accompanying the invoice must be a copy of the student's progress report. WIOA will provide a signed copy of the participant's Release of Information form.
   v. If the participant drops out of the training program between disbursement periods, the balance will be prorated, unless the student or the school has negotiated other terms with the WDB Director in advance of the separation.
   vi. Program costs charged by the Training Provider will be based on prices provided by the applicant in the Training Provider application. Any price variation from the prices that are contained in the Training Provider Application will require written justification from the Training Provider.
   vii. If the Training Provider provides tuition or fee rates less than the application tuition to any WDB sponsored customer, the lower rate will apply.

viii. The amounts payable to the vendor as tuition and/or fees for each WDB sponsored participant enrolled by the Training Provider, as well as the specific program into which each WDB sponsored customer is to be enrolled, shall be specified on the ITA. Tuition estimates for future terms are acceptable.

ix. Training costs approved typically shall not be more than $4,000 per twelve-month period, up to a maximum of $6,000 may be approved with prior authorization from the WDB Executive Director. The WDB will not pay for any remedial or pre-requisite classes.

x. The Training Provider shall submit a separate bill/invoice for each WDB participant enrolled in accordance with the payment schedule previously outlined in this procedure.

M. The Training Provider agrees to provide training at its facility referenced in the training provider application.

N. The Training Provider agrees to promptly notify the WDB, in writing, of a WDB customer's withdrawal, absences in excess of the amount allowable under the school's rules, and unsatisfactory performance.

O. The Training Provider will notify the WDB upon the participant's successful completion of a training program and provide an official transcript of grades, skill competencies achieved, certificates, degrees, awards, and other performance appraisals. WIOA will provide a signed copy of the participant's Release of Information form.

P. The Training Provider agrees to notify, in writing, the WDB of any subsequent changes to the ITA (i.e., schedule change, course change, etc.). The training provider understands that failure to report any changes may result in no payment for the class, or possible revocation of the Individual Training Account (ITA). Any change in the student's course requirements must have prior approval of the WDB.

Q. The Training Provider agrees to retain all records pertinent to a WIB participant, including financial and statistical documentation for a period of three (3) years from the date of completion of training.

R. The Training Provider understands that no part of the training Program may be assumed by a third party without the prior written approval of the WDB.

S. The Training Provider will provide employment search support when the training program has been completed, and to report that information to the WDB staff. Continued funding for future WIOA customers is dependent upon placement rates. Placement information should be submitted to the Region VII WDB immediately by use of the forms provided by the WorkForce WV Career Center.

T. The Training Provider represents that in complying with the ITA, it is an independent agent; it shall not in any manner commit the WDB to any obligation; and it shall not be deemed to be an agent, servant, or employee of the WDB.

U. Any changes requested or required to the ITA shall be in written form only and shall be signed by both the vendor and the WDB.

6. **Liability Insurance** - The Training Provider shall maintain general public liability insurance coverage. The scope and form of the insurance coverage shall be satisfactory to the WDB and a certificate of insurance shall be provided upon request. The minimum liability insurance for a single person for a single incident shall be One Million Dollars.

7. **WDB Funding/Availability of Other Funds** -
   A. The Training Provider understands and agrees that funds provided under this Agreement shall be used for job training purposes as permitted under the Act.

   B. The obligation to pay tuition, fees, or other charges under this Agreement shall be specifically contingent on and limited to the availability of funds provided to the Region VII WDB under the Workforce Innovation and Opportunity Act or from other sources, and upon the policies adopted by the Region VII WDB for the use and allocation of the funds it receives.

   C. The amount of funds payable to the Training Provider under this Agreement for each individual student shall be specified in the student's Individual Training Account and shall be in accordance with the WDB's policies and procedures and the requirements of the Act and regulations promulgated thereunder. Submission of invoices and payment procedures shall be in accordance with WDB policies.

8. **Student Enrollment** - The Training Provider understands that under the WIOA, individuals who are eligible to receive funding have the right to choose the training program and training provider which best meets that individual's needs. Therefore, the Training Provider understands and agrees that the WDB is not responsible to refer or provide a minimum number of students to operate such training classes or training programs. In addition, nothing in this Agreement requires the Training Provider to accept students under this Agreement.

9. **Entire Agreement** - This Agreement represents the understanding of the parties and no part shall be modified or amended except by a supplemental agreement executed by the parties.

Region VII Workforce Development Board
A Non-Profit Corporation

By: _____ 4.17.18
Signature & Date

T.J. Van Meter, Executive Director
Name & Title

Training Provider

By: _____ 04/17/2018
Signature & Date

Donna J Van Metre Director
Name & Title

ADMINISTRATIVE ASSURANCES
Title 1 of the Workforce Innovation and Opportunity Act of 2014

Any application for use of Title 1 funds under the Workforce Innovation and Opportunity Act (WIOA) or Local Plan for the use of Title 1 WIOA funds must include authorized signature(s) acknowledging acceptance of the following assurances:

1. Recipients of WIOA funds will maintain sound Fiscal Control and Fund Accounting Procedures to ensure the proper disbursement of, and accounting for, funds through the allotments made under WIOA.

2. Adherence to Section 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and, against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity. By assuring adherence to Section 188 of WIOA, also assures acceptance to **Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972.**

3. Adherence to **Title 11, subtitle A of the American with Disabilities Act of 1990** which prohibits the exclusion, on the basis of disability, from participation in or denial of the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.

4 **Certification Regarding Drug-Free Workplace Requirements (29 CFR subtitle A, Appendix C to part 98):** WIOA funded grantees certify that it will provide a drug-free workplace by notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions taken against employees for violation of such prohibition. Grantees certify that it will make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) of 28 CFR subtitle A, Appendix C to part 98.

5 **Certification Regarding Disbarment and Suspension (29 CFR subtitle A, Appendix A to part 98):** WIOA funded Grantees certify to the best of its knowledge that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency. (a) Have not within a three-year period preceding this period been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, or attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with the commission of any fraud or criminal offences in obtaining or attempting to obtain, or performing a public

transaction under a public contract. (c) Have not within three years preceding this period had one or more public transactions (Federal, State, or Local) terminated for cause or default.

6 **Certification Regarding Lobbying (29 CFE subtitle A, Appendix A to Part 93):** WIOA funded grantees certify to the best of its knowledge that no Federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency; a Member of Congress; and officer or employee of Congress; or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan, cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.

Agency Head or Designee	04/17/2018 Date
T.J. Van Meter, Executive Director Region VII WDB	4.17.18 Date

EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws, and will remain in compliance for the duration of the award of federal financial assistance:

Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

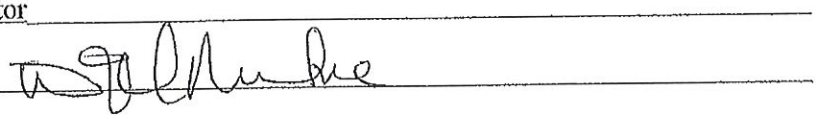
The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

TYPED NAME OF AGENCY OFFICIAL: Donna J. Van Metre

TITLE: Director

SIGNATURE: 

DATE: 04/17/2018

Region VII
WORKFORCE DEVELOPMENT BOARD

TRAINING PROVIDER
MEMORANDUM OF UNDERSTANDING
(MOU)

THIS AGREEMENT made and entered into this 20th day of April, 2018 by and between the West Virginia Region VII Workforce Development Board, referred to herein as the "WDB", and **Mineral County Technical Center**, herein referred to as the "Training Provider".

WITNESSETH

1. **The Parties** - The Region VII Workforce Development Board (WDB) is a non-profit organization organized under the laws of the State of West Virginia to administer and carry out the purposes of the Workforce Innovation and Opportunity Act (WIOA) of 2014 within the 8 county regions which is designated by the State of West Virginia as Region VII. The Training Provider is legally authorized to provide occupational training/educational programs approved by the Region VII Workforce Development Board, being in a regional demand occupation, and listed on the West Virginia State Eligible Training Provider List.

2. **Purpose of the Agreement** - The Agreement establishes the terms and conditions under which the Training Provider shall be eligible to receive WDB funds, under the Workforce Innovation and Opportunity Act of 2014, on behalf of eligible individuals who desire to enroll in occupational training classes or programs offered by the Training Provider. This Agreement shall also outline the Training Provider responsibilities during training and upon completion of training.

3. **Controlling Authority** - This Agreement is being entered into pursuant to the Workforce Innovation and Opportunity Act of 2014 (the "Act"), and all terms and conditions contained herein are subject to such Act and the regulations promulgated thereunder.

4. **Term of Agreement** - This Agreement shall run throughout the term of the Training Provider eligibility, but shall automatically terminate on such date as the Training Provider becomes ineligible to receive funds under the Act. In addition, the Training Provider may terminate this Agreement upon thirty days written notice to the WDB. The WDB may terminate this Agreement upon good cause shown, including the failure of the Training Provider to comply with a material provision of this Agreement. Any change to this Agreement will be in writing and signed by both parties.

5. **Training Provider Assurances** - In Addition to other requirements imposed by this agreement, the Training Provider agrees as follows:
   A. The Training Provider will not discriminate against any employees, or applicants for training under the program because of race, color, religious creed, national origin, ancestry, age, sex, or on any other basis prohibited by the Workforce Innovation and Opportunity Act.

B. The Training Provider will provide a lobbying certification certifying that no federally appropriated funds awarded under this Agreement will be used for lobbying activities.

C. The Training Provider will provide a certification that it is a Drug-Free Workplace in accordance with the requirements of the federal Drug-Free Workplace Act.

D. The Training Provider certifies that neither it nor its principals are presently debarred, suspended, or declared ineligible from participating in this transaction by any federal department or agency and it has not knowingly entered into any lower tier covered transaction with any such entity, unless authorized by the United States Department of Labor.

E. The Training Provider certifies that it will comply with the Americans with Disabilities Act in the conduct of its responsibilities under this Agreement.

F. Per Workforce Development Board requirements, no WIOA eligible student will be recommended eligible to receive WIOA funded training (ITA, OJT, Customized Training, or Contracted Training) unless the individual meets the minimum industry basic skill requirements (score of at least 8.9 on the TABE assessment test, or that equivalent on any other assessment instrument used), whether the requirements be identified by use of TABE, WorkKeys, or any other industry recognized skill standard assessment. Anyone scoring less than the basic skill level will be referred to Adult Education (AE) classes, SPOKES, or other source of remedial training to bring their scores up to the required standards. WIOA will provide all applicable testing.

G. The Training Provider will provide reports as the school publishes on the student's progress, absences, disciplinary actions, or other information relating to the student or the student's disciplinary actions, or other information relating to the student or the student's progress, level of achievement, and program completion as required in accordance with WDB policies. Documentation required from the Training Provider will include copies of grades, certificates, degrees, awards, and any other proof of student's achievements. WIOA will provide a signed copy of the participant's Release of Information form.

H. The Training Provider will permit access by personnel from the U.S. Department of Labor, the WorkForce West Virginia Office, and the Region VII WDB to student records and other information to conduct appropriate audits in order to confirm the proper disbursements and utilization of funds provided under the Individual Training Account (ITA). WIOA will provide a signed copy of the participant's Release of Information form.

I. The Training Provider shall capture and report performance measures in the Mid Atlantic Career Consortium (MACC) computer system, as required by the U.S. Department of Labor and the Region VII Workforce Development Board. The Training Provider must meet the standards established by the Region VII WDB which may include, but are not necessarily limited to the following: completion rates, job placement rates, certification and/or licensure rates (where applicable), wage levels received by placed students, and the six-month retention rate and wage rate of

individuals placed in jobs after completion. The performance measures reported will have a direct affect on subsequent approval to provide training for WIOA students.

J. The Training Provider agrees to complete all Workforce Innovation and Opportunity Act (WIOA) forms necessary for the initial enrollment and continued enrollment of WIOA participants. All required enrollment forms, ITA forms, financial aid, and other forms must be received by the WDB fifteen business (15) days prior to the start date of classes. Since these forms must first be reviewed by the WorkForce WV Career Center prior to forwarding to the WDB office, the WorkForce WV Career Center should get all enrollment forms twenty-one (21) days prior to class start date. The WDB will not be responsible for funding student training prior to approval by the WDB of the ITA. The school should not allow any potential WDB student, fully or partially funded WDB Student, to begin classes until the school receives a letter from the WDB approving the training. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.

K. The Training Provider will require all WIOA participants to complete and submit the Student Financial Aid Request and provide a copy of the Student Financial Award Letter to the appropriate WorkForce WV Career Center. WIOA funding will be utilized after all other student-training grants have been exhausted (i.e. scholarships, grants, etc.). The Student Financial Award Letter must accompany the Individual Training Account (ITA) or, if the Award Letter is not on hand when the ITA is submitted, a copy of the Student Financial Aid Request must accompany the ITA. Once the Award Letter is received, a copy must be forwarded to the appropriate WorkForce WV Career Center. All other forms of non-repayable financial aid (i.e. Pell, scholarships, VA, DRS, etc.) are to be used prior to billing WIOA for the training received. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.

L. The Training Provider agrees to the following ITA payment process:
   i. The Training Provider understands that WIOA funding is not an entitlement.
   ii. Submit for one-half of the semester/term/payment at the beginning of the semester/term/mid-point. The Training Provider may bill at the end of the term.
   iii. Submit for second one-half payment of semester/term at the semester/term midway point. The Training Provider may bill at the end of the term.
   iv. Invoices must contain the following information – Participant's full name, social security number, program name, semester/term begin and end date, amount billed and period covered. Accompanying the invoice must be a copy of the student's progress report. WIOA will provide a signed copy of the participant's Release of Information form.
   v. If the participant drops out of the training program between disbursement periods, the balance will be prorated, unless the student or the school has negotiated other terms with the WDB Director in advance of the separation.
   vi. Program costs charged by the Training Provider will be based on prices provided by the applicant in the Training Provider application. Any price variation from the prices that are contained in the Training Provider Application will require written justification from the Training Provider.
   vii. If the Training Provider provides tuition or fee rates less than the application tuition to any WDB sponsored customer, the lower rate will apply.

viii. The amounts payable to the vendor as tuition and/or fees for each WDB sponsored participant enrolled by the Training Provider, as well as the specific program into which each WDB sponsored customer is to be enrolled, shall be specified on the ITA. Tuition estimates for future terms are acceptable.

ix. Training costs approved typically shall not be more than $4,000 per twelve-month period, up to a maximum of $6,000 may be approved with prior authorization from the WDB Executive Director. The WDB will not pay for any remedial or pre-requisite classes.

x. The Training Provider shall submit a separate bill/invoice for each WDB participant enrolled in accordance with the payment schedule previously outlined in this procedure.

M. The Training Provider agrees to provide training at its facility referenced in the training provider application.

N. The Training Provider agrees to promptly notify the WDB, in writing, of a WDB customer's withdrawal, absences in excess of the amount allowable under the school's rules, and unsatisfactory performance.

O. The Training Provider will notify the WDB upon the participant's successful completion of a training program and provide an official transcript of grades, skill competencies achieved, certificates, degrees, awards, and other performance appraisals. WIOA will provide a signed copy of the participant's Release of Information form.

P. The Training Provider agrees to notify, in writing, the WDB of any subsequent changes to the ITA (i.e., schedule change, course change, etc.). The training provider understands that failure to report any changes may result in no payment for the class, or possible revocation of the Individual Training Account (ITA). Any change in the student's course requirements must have prior approval of the WDB.

Q. The Training Provider agrees to retain all records pertinent to a WIB participant, including financial and statistical documentation for a period of three (3) years from the date of completion of training.

R. The Training Provider understands that no part of the training Program may be assumed by a third party without the prior written approval of the WDB.

S. The Training Provider will provide employment search support when the training program has been completed, and to report that information to the WDB staff. Continued funding for future WIOA customers is dependent upon placement rates. Placement information should be submitted to the Region VII WDB immediately by use of the forms provided by the WorkForce WV Career Center.

T. The Training Provider represents that in complying with the ITA, it is an independent agent; it shall not in any manner commit the WDB to any obligation; and it shall not be deemed to be an agent, servant, or employee of the WDB.

U. Any changes requested or required to the ITA shall be in written form only and shall be signed by both the vendor and the WDB.

6. **Liability Insurance** - The Training Provider shall maintain general public liability insurance coverage. The scope and form of the insurance coverage shall be satisfactory to the WDB and a certificate of insurance shall be provided upon request. The minimum liability insurance for a single person for a single incident shall be One Million Dollars.

7. **WDB Funding/Availability of Other Funds** -
   A. The Training Provider understands and agrees that funds provided under this Agreement shall be used for job training purposes as permitted under the Act.

   B. The obligation to pay tuition, fees, or other charges under this Agreement shall be specifically contingent on and limited to the availability of funds provided to the Region VII WDB under the Workforce Innovation and Opportunity Act or from other sources, and upon the policies adopted by the Region VII WDB for the use and allocation of the funds it receives.

   C. The amount of funds payable to the Training Provider under this Agreement for each individual student shall be specified in the student's Individual Training Account and shall be in accordance with the WDB's policies and procedures and the requirements of the Act and regulations promulgated thereunder. Submission of invoices and payment procedures shall be in accordance with WDB policies.

8. **Student Enrollment** - The Training Provider understands that under the WIOA, individuals who are eligible to receive funding have the right to choose the training program and training provider which best meets that individual's needs. Therefore, the Training Provider understands and agrees that the WDB is not responsible to refer or provide a minimum number of students to operate such training classes or training programs. In addition, nothing in this Agreement requires the Training Provider to accept students under this Agreement.

9. **Entire Agreement** - This Agreement represents the understanding of the parties and no part shall be modified or amended except by a supplemental agreement executed by the parties.

Region VII Workforce Development Board
A Non-Profit Corporation

By: _____ 4.20.18
Signature & Date

T.J. Van Meter, Executive Director
Name & Title

Training Provider

By: _____ 4/20/18
Signature & Date

Shawn L. Dilly, Superintendent
Name & Title

ADMINISTRATIVE ASSURANCES
Title 1 of the Workforce Innovation and Opportunity Act of 2014

Any application for use of Title 1 funds under the Workforce Innovation and Opportunity Act (WIOA) or Local Plan for the use of Title 1 WIOA funds must include authorized signature(s) acknowledging acceptance of the following assurances:

1. Recipients of WIOA funds will maintain sound Fiscal Control and Fund Accounting Procedures to ensure the proper disbursement of, and accounting for, funds through the allotments made under WIOA.

2. Adherence to Section 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and, against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity. By assuring adherence to Section 188 of WIOA, also assures acceptance to **Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972.**

3. Adherence to **Title 11, subtitle A of the American with Disabilities Act of 1990** which prohibits the exclusion, on the basis of disability, from participation in or denial of the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.

4 **Certification Regarding Drug-Free Workplace Requirements (29 CFR subtitle A, Appendix C to part 98):** WIOA funded grantees certify that it will provide a drug-free workplace by notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions taken against employees for violation of such prohibition. Grantees certify that it will make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) of 28 CFR subtitle A, Appendix C to part 98.

5 **Certification Regarding Disbarment and Suspension (29 CFR subtitle A, Appendix A to part 98):** WIOA funded Grantees certify to the best of its knowledge that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency. (a) Have not within a three-year period preceding this period been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, or attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with the commission of any fraud or criminal offences in obtaining or attempting to obtain, or performing a public

transaction under a public contract. (c) Have not within three years preceding this period had one or more public transactions (Federal, State, or Local) terminated for cause or default.

6 **Certification Regarding Lobbying (29 CFE subtitle A, Appendix A to Part 93):** WIOA funded grantees certify to the best of its knowledge that no Federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency; a Member of Congress; and officer or employee of Congress; or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan, cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.

Agency Head or Designee — Date: 4/20/18

T.J. Van Meter, Executive Director Region VII WDB — Date: 4.20.18

EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws, and will remain in compliance for the duration of the award of federal financial assistance:

Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

TYPED NAME OF AGENCY OFFICIAL: Shawn L. Dilly

TITLE: Superintendent

SIGNATURE: Shawn L Dilly

DATE: 7/20/18

Region VII
WORKFORCE DEVELOPMENT BOARD

TRAINING PROVIDER
MEMORANDUM OF UNDERSTANDING
(MOU)

THIS AGREEMENT made and entered into this 14th day of August, 2018 by and between the West Virginia Region VII Workforce Development Board, referred to herein as the "WDB", and Valley College, herein referred to as the "Training Provider".

WITNESSETH

1. **The Parties** - The Region VII Workforce Development Board (WDB) is a non-profit organization organized under the laws of the State of West Virginia to administer and carry out the purposes of the Workforce Innovation and Opportunity Act (WIOA) of 2014 within the 8 county regions which is designated by the State of West Virginia as Region VII. The Training Provider is legally authorized to provide occupational training/educational programs approved by the Region VII Workforce Development Board, being in a regional demand occupation, and listed on the West Virginia State Eligible Training Provider List.

2. **Purpose of the Agreement** - The Agreement establishes the terms and conditions under which the Training Provider shall be eligible to receive WDB funds, under the Workforce Innovation and Opportunity Act of 2014, on behalf of eligible individuals who desire to enroll in occupational training classes or programs offered by the Training Provider. This Agreement shall also outline the Training Provider responsibilities during training and upon completion of training.

3. **Controlling Authority** - This Agreement is being entered into pursuant to the Workforce Innovation and Opportunity Act of 2014 (the "Act"), and all terms and conditions contained herein are subject to such Act and the regulations promulgated thereunder.

4. **Term of Agreement** - This Agreement shall run throughout the term of the Training Provider eligibility, but shall automatically terminate on such date as the Training Provider becomes ineligible to receive funds under the Act. In addition, the Training Provider may terminate this Agreement upon thirty days written notice to the WDB. The WDB may terminate this Agreement upon good cause shown, including the failure of the Training Provider to comply with a material provision of this Agreement. Any change to this Agreement will be in writing and signed by both parties.

5. **Training Provider Assurances** - In Addition to other requirements imposed by this agreement, the Training Provider agrees as follows:
   A. The Training Provider will not discriminate against any employees, or applicants for training under the program because of race, color, religious creed, national origin, ancestry, age, sex, or on any other basis prohibited by the Workforce Innovation and Opportunity Act.

B. The Training Provider will provide a lobbying certification certifying that no federally appropriated funds awarded under this Agreement will be used for lobbying activities.

C. The Training Provider will provide a certification that it is a Drug-Free Workplace in accordance with the requirements of the federal Drug-Free Workplace Act.

D. The Training Provider certifies that neither it nor its principals are presently debarred, suspended, or declared ineligible from participating in this transaction by any federal department or agency and it has not knowingly entered into any lower tier covered transaction with any such entity, unless authorized by the United States Department of Labor.

E. The Training Provider certifies that it will comply with the Americans with Disabilities Act in the conduct of its responsibilities under this Agreement.

F. Per Workforce Development Board requirements, no WIOA eligible student will be recommended eligible to receive WIOA funded training (ITA, OJT, Customized Training, or Contracted Training) unless the individual meets the minimum industry basic skill requirements (score of at least 8.9 on the TABE assessment test, or that equivalent on any other assessment instrument used), whether the requirements be identified by use of TABE, WorkKeys, or any other industry recognized skill standard assessment. Anyone scoring less than the basic skill level will be referred to Adult Education (AE) classes, SPOKES, or other source of remedial training to bring their scores up to the required standards. WIOA will provide all applicable testing.

G. The Training Provider will provide reports as the school publishes on the student's progress, absences, disciplinary actions, or other information relating to the student or the student's disciplinary actions, or other information relating to the student or the student's progress, level of achievement, and program completion as required in accordance with WDB policies. Documentation required from the Training Provider will include copies of grades, certificates, degrees, awards, and any other proof of student's achievements. WIOA will provide a signed copy of the participant's Release of Information form.

H. The Training Provider will permit access by personnel from the U.S. Department of Labor, the WorkForce West Virginia Office, and the Region VII WDB to student records and other information to conduct appropriate audits in order to confirm the proper disbursements and utilization of funds provided under the Individual Training Account (ITA). WIOA will provide a signed copy of the participant's Release of Information form.

I. The Training Provider shall capture and report performance measures in the Mid Atlantic Career Consortium (MACC) computer system, as required by the U.S. Department of Labor and the Region VII Workforce Development Board. The Training Provider must meet the standards established by the Region VII WDB which may include, but are not necessarily limited to the following: completion rates, job placement rates, certification and/or licensure rates (where applicable), wage levels received by placed students, and the six-month retention rate and wage rate of

individuals placed in jobs after completion. The performance measures reported will have a direct affect on subsequent approval to provide training for WIOA students.

J. The Training Provider agrees to complete all Workforce Innovation and Opportunity Act (WIOA) forms necessary for the initial enrollment and continued enrollment of WIOA participants. All required enrollment forms, ITA forms, financial aid, and other forms must be received by the WDB fifteen business (15) days prior to the start date of classes. Since these forms must first be reviewed by the WorkForce WV Career Center prior to forwarding to the WDB office, the WorkForce WV Career Center should get all enrollment forms twenty-one (21) days prior to class start date. The WDB will not be responsible for funding student training prior to approval by the WDB of the ITA. The school should not allow any potential WDB student, fully or partially funded WDB Student, to begin classes until the school receives a letter from the WDB approving the training. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.

K. The Training Provider will require all WIOA participants to complete and submit the Student Financial Aid Request and provide a copy of the Student Financial Award Letter to the appropriate WorkForce WV Career Center. WIOA funding will be utilized after all other student-training grants have been exhausted (i.e. scholarships, grants, etc.). The Student Financial Award Letter must accompany the Individual Training Account (ITA) or, if the Award Letter is not on hand when the ITA is submitted, a copy of the Student Financial Aid Request must accompany the ITA. Once the Award Letter is received, a copy must be forwarded to the appropriate WorkForce WV Career Center. All other forms of non-repayable financial aid (i.e. Pell, scholarships, VA, DRS, etc.) are to be used prior to billing WIOA for the training received. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.

L. The Training Provider agrees to the following ITA payment process:
   i. The Training Provider understands that WIOA funding is not an entitlement.
   ii. Submit for one-half of the semester/term/payment at the beginning of the semester/term/mid-point. The Training Provider may bill at the end of the term.
   iii. Submit for second one-half payment of semester/term at the semester/term midway point. The Training Provider may bill at the end of the term.
   iv. Invoices must contain the following information – Participant's full name, social security number, program name, semester/term begin and end date, amount billed and period covered. Accompanying the invoice must be a copy of the student's progress report. WIOA will provide a signed copy of the participant's Release of Information form.
   v. If the participant drops out of the training program between disbursement periods, the balance will be prorated, unless the student or the school has negotiated other terms with the WDB Director in advance of the separation.
   vi. Program costs charged by the Training Provider will be based on prices provided by the applicant in the Training Provider application. Any price variation from the prices that are contained in the Training Provider Application will require written justification from the Training Provider.
   vii. If the Training Provider provides tuition or fee rates less than the application tuition to any WDB sponsored customer, the lower rate will apply.

viii. The amounts payable to the vendor as tuition and/or fees for each WDB sponsored participant enrolled by the Training Provider, as well as the specific program into which each WDB sponsored customer is to be enrolled, shall be specified on the ITA. Tuition estimates for future terms are acceptable.

ix. Training costs approved typically shall not be more than $4,000 per twelve-month period, up to a maximum of $6,000 may be approved with prior authorization from the WDB Executive Director. The WDB will not pay for any remedial or pre-requisite classes.

x. The Training Provider shall submit a separate bill/invoice for each WDB participant enrolled in accordance with the payment schedule previously outlined in this procedure.

M. The Training Provider agrees to provide training at its facility referenced in the training provider application.

N. The Training Provider agrees to promptly notify the WDB, in writing, of a WDB customer's withdrawal, absences in excess of the amount allowable under the school's rules, and unsatisfactory performance.

O. The Training Provider will notify the WDB upon the participant's successful completion of a training program and provide an official transcript of grades, skill competencies achieved, certificates, degrees, awards, and other performance appraisals. WIOA will provide a signed copy of the participant's Release of Information form.

P. The Training Provider agrees to notify, in writing, the WDB of any subsequent changes to the ITA (i.e., schedule change, course change, etc.). The training provider understands that failure to report any changes may result in no payment for the class, or possible revocation of the Individual Training Account (ITA). Any change in the student's course requirements must have prior approval of the WDB.

Q. The Training Provider agrees to retain all records pertinent to a WIB participant, including financial and statistical documentation for a period of three (3) years from the date of completion of training.

R. The Training Provider understands that no part of the training Program may be assumed by a third party without the prior written approval of the WDB.

S. The Training Provider will provide employment search support when the training program has been completed, and to report that information to the WDB staff. Continued funding for future WIOA customers is dependent upon placement rates. Placement information should be submitted to the Region VII WDB immediately by use of the forms provided by the WorkForce WV Career Center.

T. The Training Provider represents that in complying with the ITA, it is an independent agent; it shall not in any manner commit the WDB to any obligation; and it shall not be deemed to be an agent, servant, or employee of the WDB.

U. Any changes requested or required to the ITA shall be in written form only and shall be signed by both the vendor and the WDB.

6. **Liability Insurance** - The Training Provider shall maintain general public liability insurance coverage. The scope and form of the insurance coverage shall be satisfactory to the WDB and a certificate of insurance shall be provided upon request. The minimum liability insurance for a single person for a single incident shall be One Million Dollars.

7. **WDB Funding/Availability of Other Funds** -
   A. The Training Provider understands and agrees that funds provided under this Agreement shall be used for job training purposes as permitted under the Act.

   B. The obligation to pay tuition, fees, or other charges under this Agreement shall be specifically contingent on and limited to the availability of funds provided to the Region VII WDB under the Workforce Innovation and Opportunity Act or from other sources, and upon the policies adopted by the Region VII WDB for the use and allocation of the funds it receives.

   C. The amount of funds payable to the Training Provider under this Agreement for each individual student shall be specified in the student's Individual Training Account and shall be in accordance with the WDB's policies and procedures and the requirements of the Act and regulations promulgated thereunder. Submission of invoices and payment procedures shall be in accordance with WDB policies.

8. **Student Enrollment** - The Training Provider understands that under the WIOA, individuals who are eligible to receive funding have the right to choose the training program and training provider which best meets that individual's needs. Therefore, the Training Provider understands and agrees that the WDB is not responsible to refer or provide a minimum number of students to operate such training classes or training programs. In addition, nothing in this Agreement requires the Training Provider to accept students under this Agreement.

9. **Entire Agreement** - This Agreement represents the understanding of the parties and no part shall be modified or amended except by a supplemental agreement executed by the parties.

Region VII Workforce Development Board
A Non-Profit Corporation

By: _____ 8.16.18
Signature & Date

T.J. Van Meter Executive Director
Name & Title

Training Provider

By: _____ 8/14/2018
Signature & Date

Matthew Jenkins / Vice President
Name & Title

ADMINISTRATIVE ASSURANCES
Title 1 of the Workforce Innovation and Opportunity Act of 2014

Any application for use of Title 1 funds under the Workforce Innovation and Opportunity Act (WIOA) or Local Plan for the use of Title 1 WIOA funds must include authorized signature(s) acknowledging acceptance of the following assurances:

1. Recipients of WIOA funds will maintain sound Fiscal Control and Fund Accounting Procedures to ensure the proper disbursement of, and accounting for, funds through the allotments made under WIOA.

2. Adherence to Section 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and, against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity. By assuring adherence to Section 188 of WIOA, also assures acceptance to **Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972.**

3. Adherence to **Title 11, subtitle A of the American with Disabilities Act of 1990** which prohibits the exclusion, on the basis of disability, from participation in or denial of the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.

4 **Certification Regarding Drug-Free Workplace Requirements (29 CFR subtitle A, Appendix C to part 98):** WIOA funded grantees certify that it will provide a drug-free workplace by notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions taken against employees for violation of such prohibition. Grantees certify that it will make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) of 28 CFR subtitle A, Appendix C to part 98.

5 **Certification Regarding Disbarment and Suspension (29 CFR subtitle A, Appendix A to part 98):** WIOA funded Grantees certify to the best of its knowledge that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency. (a) Have not within a three-year period preceding this period been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, or attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with the commission of any fraud or criminal offences in obtaining or attempting to obtain, or performing a public

transaction under a public contract. (c) Have not within three years preceding this period had one or more public transactions (Federal, State, or Local) terminated for cause or default.

6 **Certification Regarding Lobbying (29 CFE subtitle A, Appendix A to Part 93):** WIOA funded grantees certify to the best of its knowledge that no Federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency; a Member of Congress; and officer or employee of Congress; or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan, cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.

8/15/18

Agency Head or Designee — Date

8.16.18

T.J. Van Meter, Executive Director Region VII WDB — Date

EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws, and will remain in compliance for the duration of the award of federal financial assistance:

Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

TYPED NAME OF AGENCY OFFICIAL: Matt Jenkins

TITLE: Vice President

SIGNATURE: [signature]

DATE: 8/15/18

Region VII
WORKFORCE DEVELOPMENT BOARD

TRAINING PROVIDER MEMORANDUM OF UNDERSTANDING (MOU)

THIS AGREEMENT made and entered into this 10th day of August, 2021 by and between the West Virginia Region VII Workforce Development Board, referred to herein as the "WDB", and **National Educational Support Coporation (NESCorp)** herein referred to as the "Training Provider".

WITNESSETH

1. **The Parties** - The Region VII Workforce Development Board (WDB) is a non-profit organization organized under the laws of the State of West Virginia to administer and carry out the purposes of the Workforce Innovation and Opportunity Act (WIOA) of 2014 within the 8 county regions which is designated by the State of West Virginia as Region VII. The Training Provider is legally authorized to provide occupational training/educational programs approved by the Region VII Workforce Development Board, being in a regional demand occupation, and listed on the West Virginia State Eligible Training Provider List.

2. **Purpose of the Agreement** - The Agreement establishes the terms and conditions under which the Training Provider shall be eligible to receive WDB funds, under the Workforce Innovation and Opportunity Act of 2014, on behalf of eligible individuals who desire to enroll in occupational training classes or programs offered by the Training Provider. This Agreement shall also outline the Training Provider responsibilities during training and upon completion of training.

3. **Controlling Authority** - This Agreement is being entered into pursuant to the Workforce Innovation and Opportunity Act of 2014 (the "Act"), and all terms and conditions contained herein are subject to such Act and the regulations promulgated thereunder.

4. **Term of Agreement** - This Agreement shall run throughout the term of the Training Provider eligibility, but shall automatically terminate on such date as the Training Provider becomes ineligible to receive funds under the Act. In addition, the Training Provider may terminate this Agreement upon thirty days written notice to the WDB. The WDB may terminate this Agreement upon good cause shown, including the failure of the Training Provider to comply with a material provision of this Agreement. Any change to this Agreement will be in writing and signed by both parties.

5. **Training Provider Assurances** - In Addition to other requirements imposed by this agreement, the Training Provider agrees as follows:
   A. The Training Provider will not discriminate against any employees, or applicants for training under the program because of race, color, religious creed, national origin, ancestry, age, sex, or on any other basis prohibited by the Workforce Innovation and Opportunity Act.

B. The Training Provider will provide a lobbying certification certifying that no federally appropriated funds awarded under this Agreement will be used for lobbying activities.

C. The Training Provider will provide a certification that it is a Drug-Free Workplace in accordance with the requirements of the federal Drug-Free Workplace Act.

D. The Training Provider certifies that neither it nor its principals are presently debarred, suspended, or declared ineligible from participating in this transaction by any federal department or agency and it has not knowingly entered into any lower tier covered transaction with any such entity, unless authorized by the United States Department of Labor.

E. The Training Provider certifies that it will comply with the Americans with Disabilities Act in the conduct of its responsibilities under this Agreement.

F. Per Workforce Development Board requirements, no WIOA eligible student will be recommended eligible to receive WIOA funded training (ITA, OJT, Customized Training, or Contracted Training) unless the individual meets the minimum industry basic skill requirements (score of at least 8.9 on the TABE assessment test, or that equivalent on any other assessment instrument used), whether the requirements be identified by use of TABE, WorkKeys, or any other industry recognized skill standard assessment. Anyone scoring less than the basic skill level will be referred to Adult Education (AE) classes, SPOKES, or other source of remedial training to bring their scores up to the required standards. WIOA will provide all applicable testing.

G. The Training Provider will provide reports as the school publishes on the student's progress, absences, disciplinary actions, or other information relating to the student or the student's disciplinary actions, or other information relating to the student or the student's progress, level of achievement, and program completion as required in accordance with WDB policies. Documentation required from the Training Provider will include copies of grades, certificates, degrees, awards, and any other proof of student's achievements. WIOA will provide a signed copy of the participant's Release of Information form.

H. The Training Provider will permit access by personnel from the U.S. Department of Labor, the WorkForce West Virginia Office, and the Region VII WDB to student records and other information to conduct appropriate audits in order to confirm the proper disbursements and utilization of funds provided under the Individual Training Account (ITA). WIOA will provide a signed copy of the participant's Release of Information form.

I. The Training Provider shall capture and report performance measures in the Mid Atlantic Career Consortium (MACC) computer system, as required by the U.S. Department of Labor and the Region VII Workforce Development Board. The Training Provider must meet the standards established by the Region VII WDB which may include, but are not necessarily limited to the following: completion rates, job placement rates, certification and/or licensure rates (where applicable), wage levels received by placed students, and the six-month retention rate and wage rate of

individuals placed in jobs after completion. The performance measures reported will have a direct affect on subsequent approval to provide training for WIOA students.

J. The Training Provider agrees to complete all Workforce Innovation and Opportunity Act (WIOA) forms necessary for the initial enrollment and continued enrollment of WIOA participants. All required enrollment forms, ITA forms, financial aid, and other forms must be received by the WDB fifteen business (15) days prior to the start date of classes. Since these forms must first be reviewed by the WorkForce WV Career Center prior to forwarding to the WDB office, the WorkForce WV Career Center should get all enrollment forms twenty-one (21) days prior to class start date. The WDB will not be responsible for funding student training prior to approval by the WDB of the ITA. The school should not allow any potential WDB student, fully or partially funded WDB Student, to begin classes until the school receives a letter from the WDB approving the training. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.

K. The Training Provider will require all WIOA participants to complete and submit the Student Financial Aid Request and provide a copy of the Student Financial Award Letter to the appropriate WorkForce WV Career Center. WIOA funding will be utilized after all other student-training grants have been exhausted (i.e. scholarships, grants, etc.). The Student Financial Award Letter must accompany the Individual Training Account (ITA) or, if the Award Letter is not on hand when the ITA is submitted, a copy of the Student Financial Aid Request must accompany the ITA. Once the Award Letter is received, a copy must be forwarded to the appropriate WorkForce WV Career Center. All other forms of non-repayable financial aid (i.e. Pell, scholarships, VA, DRS, etc.) are to be used prior to billing WIOA for the training received. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.

L. The Training Provider agrees to the following ITA payment process:
   i. The Training Provider understands that WIOA funding is not an entitlement.
   ii. Submit for one-half of the semester/term/payment at the beginning of the semester/term/mid-point. The Training Provider may bill at the end of the term.
   iii. Submit for second one-half payment of semester/term at the semester/term midway point. The Training Provider may bill at the end of the term.
   iv. Invoices must contain the following information – Participant's full name, social security number, program name, semester/term begin and end date, amount billed and period covered. Accompanying the invoice must be a copy of the student's progress report. WIOA will provide a signed copy of the participant's Release of Information form.
   v. If the participant drops out of the training program between disbursement periods, the balance will be prorated, unless the student or the school has negotiated other terms with the WDB Director in advance of the separation.
   vi. Program costs charged by the Training Provider will be based on prices provided by the applicant in the Training Provider application. Any price variation from the prices that are contained in the Training Provider Application will require written justification from the Training Provider.
   vii. If the Training Provider provides tuition or fee rates less than the application tuition to any WDB sponsored customer, the lower rate will apply.

viii. The amounts payable to the vendor as tuition and/or fees for each WDB sponsored participant enrolled by the Training Provider, as well as the specific program into which each WDB sponsored customer is to be enrolled, shall be specified on the ITA. Tuition estimates for future terms are acceptable.

ix. Training costs approved typically shall not be more than $4,000 per twelve-month period, up to a maximum of $6,000 may be approved with prior authorization from the WDB Executive Director. The WDB will not pay for any remedial or pre-requisite classes.

x. The Training Provider shall submit a separate bill/invoice for each WDB participant enrolled in accordance with the payment schedule previously outlined in this procedure.

M. The Training Provider agrees to provide training at its facility referenced in the training provider application.

N. The Training Provider agrees to promptly notify the WDB, in writing, of a WDB customer's withdrawal, absences in excess of the amount allowable under the school's rules, and unsatisfactory performance.

O. The Training Provider will notify the WDB upon the participant's successful completion of a training program and provide an official transcript of grades, skill competencies achieved, certificates, degrees, awards, and other performance appraisals. WIOA will provide a signed copy of the participant's Release of Information form.

P. The Training Provider agrees to notify, in writing, the WDB of any subsequent changes to the ITA (i.e., schedule change, course change, etc.). The training provider understands that failure to report any changes may result in no payment for the class, or possible revocation of the Individual Training Account (ITA). Any change in the student's course requirements must have prior approval of the WDB.

Q. The Training Provider agrees to retain all records pertinent to a WIB participant, including financial and statistical documentation for a period of three (3) years from the date of completion of training.

R. The Training Provider understands that no part of the training Program may be assumed by a third party without the prior written approval of the WDB.

S. The Training Provider will provide employment search support when the training program has been completed, and to report that information to the WDB staff. Continued funding for future WIOA customers is dependent upon placement rates. Placement information should be submitted to the Region VII WDB immediately by use of the forms provided by the WorkForce WV Career Center.

T. The Training Provider represents that in complying with the ITA, it is an independent agent; it shall not in any manner commit the WDB to any obligation; and it shall not be deemed to be an agent, servant, or employee of the WDB.

U. Any changes requested or required to the ITA shall be in written form only and shall be signed by both the vendor and the WDB.

6. **Liability Insurance** - The Training Provider shall maintain general public liability insurance coverage. The scope and form of the insurance coverage shall be satisfactory to the WDB and a certificate of insurance shall be provided upon request. The minimum liability insurance for a single person for a single incident shall be One Million Dollars.

7. **WDB Funding/Availability of Other Funds** -
   A. The Training Provider understands and agrees that funds provided under this Agreement shall be used for job training purposes as permitted under the Act.

   B. The obligation to pay tuition, fees, or other charges under this Agreement shall be specifically contingent on and limited to the availability of funds provided to the Region VII WDB under the Workforce Innovation and Opportunity Act or from other sources, and upon the policies adopted by the Region VII WDB for the use and allocation of the funds it receives.

   C. The amount of funds payable to the Training Provider under this Agreement for each individual student shall be specified in the student's Individual Training Account and shall be in accordance with the WDB's policies and procedures and the requirements of the Act and regulations promulgated thereunder. Submission of invoices and payment procedures shall be in accordance with WDB policies.

8. **Student Enrollment** - The Training Provider understands that under the WIOA, individuals who are eligible to receive funding have the right to choose the training program and training provider which best meets that individual's needs. Therefore, the Training Provider understands and agrees that the WDB is not responsible to refer or provide a minimum number of students to operate such training classes or training programs. In addition, nothing in this Agreement requires the Training Provider to accept students under this Agreement.

9. **Entire Agreement** - This Agreement represents the understanding of the parties and no part shall be modified or amended except by a supplemental agreement executed by the parties.

Region VII Workforce Development Board
A Non-Profit Corporation

By: _____ 8/10/21
Signature & Date

T.J. Van Meter, Executive Director
Name & Title

Training Provider

By: _____ 7/27/21
Signature & Date

MARTIN EASLEY CEO
Name & Title

Region VII
WORKFORCE DEVELOPMENT BOARD

TRAINING PROVIDER MEMORANDUM OF UNDERSTANDING (MOU)

THIS AGREEMENT made and entered into this 27th day of Sept., 2021 by and between the West Virginia Region VII Workforce Development Board, referred to herein as the "WDB", and **Sharp as an Errol Barber School** herein referred to as the "Training Provider".

WITNESSETH

1. **The Parties** - The Region VII Workforce Development Board (WDB) is a non-profit organization organized under the laws of the State of West Virginia to administer and carry out the purposes of the Workforce Innovation and Opportunity Act (WIOA) of 2014 within the 8 county regions which is designated by the State of West Virginia as Region VII. The Training Provider is legally authorized to provide occupational training/educational programs approved by the Region VII Workforce Development Board, being in a regional demand occupation, and listed on the West Virginia State Eligible Training Provider List.

2. **Purpose of the Agreement** - The Agreement establishes the terms and conditions under which the Training Provider shall be eligible to receive WDB funds, under the Workforce Innovation and Opportunity Act of 2014, on behalf of eligible individuals who desire to enroll in occupational training classes or programs offered by the Training Provider. This Agreement shall also outline the Training Provider responsibilities during training and upon completion of training.

3. **Controlling Authority** - This Agreement is being entered into pursuant to the Workforce Innovation and Opportunity Act of 2014 (the "Act"), and all terms and conditions contained herein are subject to such Act and the regulations promulgated thereunder.

4. **Term of Agreement** - This Agreement shall run throughout the term of the Training Provider eligibility, but shall automatically terminate on such date as the Training Provider becomes ineligible to receive funds under the Act. In addition, the Training Provider may terminate this Agreement upon thirty days written notice to the WDB. The WDB may terminate this Agreement upon good cause shown, including the failure of the Training Provider to comply with a material provision of this Agreement. Any change to this Agreement will be in writing and signed by both parties.

5. **Training Provider Assurances** - In Addition to other requirements imposed by this agreement, the Training Provider agrees as follows:
   A. The Training Provider will not discriminate against any employees, or applicants for training under the program because of race, color, religious creed, national origin, ancestry, age, sex, or on any other basis prohibited by the Workforce Innovation and Opportunity Act.

B. The Training Provider will provide a lobbying certification certifying that no federally appropriated funds awarded under this Agreement will be used for lobbying activities.

C. The Training Provider will provide a certification that it is a Drug-Free Workplace in accordance with the requirements of the federal Drug-Free Workplace Act.

D. The Training Provider certifies that neither it nor its principals are presently debarred, suspended, or declared ineligible from participating in this transaction by any federal department or agency and it has not knowingly entered into any lower tier covered transaction with any such entity, unless authorized by the United States Department of Labor.

E. The Training Provider certifies that it will comply with the Americans with Disabilities Act in the conduct of its responsibilities under this Agreement.

F. Per Workforce Development Board requirements, no WIOA eligible student will be recommended eligible to receive WIOA funded training (ITA, OJT, Customized Training, or Contracted Training) unless the individual meets the minimum industry basic skill requirements (score of at least 8.9 on the TABE assessment test, or that equivalent on any other assessment instrument used), whether the requirements be identified by use of TABE, WorkKeys, or any other industry recognized skill standard assessment. Anyone scoring less than the basic skill level will be referred to Adult Education (AE) classes, SPOKES, or other source of remedial training to bring their scores up to the required standards. WIOA will provide all applicable testing.

G. The Training Provider will provide reports as the school publishes on the student's progress, absences, disciplinary actions, or other information relating to the student or the student's disciplinary actions, or other information relating to the student or the student's progress, level of achievement, and program completion as required in accordance with WDB policies. Documentation required from the Training Provider will include copies of grades, certificates, degrees, awards, and any other proof of student's achievements. WIOA will provide a signed copy of the participant's Release of Information form.

H. The Training Provider will permit access by personnel from the U.S. Department of Labor, the WorkForce West Virginia Office, and the Region VII WDB to student records and other information to conduct appropriate audits in order to confirm the proper disbursements and utilization of funds provided under the Individual Training Account (ITA). WIOA will provide a signed copy of the participant's Release of Information form.

I. The Training Provider shall capture and report performance measures in the Mid Atlantic Career Consortium (MACC) computer system, as required by the U.S. Department of Labor and the Region VII Workforce Development Board. The Training Provider must meet the standards established by the Region VII WDB which may include, but are not necessarily limited to the following: completion rates, job placement rates, certification and/or licensure rates (where applicable), wage levels received by placed students, and the six-month retention rate and wage rate of

individuals placed in jobs after completion. The performance measures reported will have a direct affect on subsequent approval to provide training for WIOA students.

J. The Training Provider agrees to complete all Workforce Innovation and Opportunity Act (WIOA) forms necessary for the initial enrollment and continued enrollment of WIOA participants. All required enrollment forms, ITA forms, financial aid, and other forms must be received by the WDB fifteen business (15) days prior to the start date of classes. Since these forms must first be reviewed by the WorkForce WV Career Center prior to forwarding to the WDB office, the WorkForce WV Career Center should get all enrollment forms twenty-one (21) days prior to class start date. The WDB will not be responsible for funding student training prior to approval by the WDB of the ITA. The school should not allow any potential WDB student, fully or partially funded WDB Student, to begin classes until the school receives a letter from the WDB approving the training. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.

K. The Training Provider will require all WIOA participants to complete and submit the Student Financial Aid Request and provide a copy of the Student Financial Award Letter to the appropriate WorkForce WV Career Center. WIOA funding will be utilized after all other student-training grants have been exhausted (i.e. scholarships, grants, etc.). The Student Financial Award Letter must accompany the Individual Training Account (ITA) or, if the Award Letter is not on hand when the ITA is submitted, a copy of the Student Financial Aid Request must accompany the ITA. Once the Award Letter is received, a copy must be forwarded to the appropriate WorkForce WV Career Center. All other forms of non-repayable financial aid (i.e. Pell, scholarships, VA, DRS, etc.) are to be used prior to billing WIOA for the training received. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.

L. The Training Provider agrees to the following ITA payment process:
   i. The Training Provider understands that WIOA funding is not an entitlement.
   ii. Submit for one-half of the semester/term/payment at the beginning of the semester/term/mid-point. The Training Provider may bill at the end of the term.
   iii. Submit for second one-half payment of semester/term at the semester/term midway point. The Training Provider may bill at the end of the term.
   iv. Invoices must contain the following information – Participant's full name, social security number, program name, semester/term begin and end date, amount billed and period covered. Accompanying the invoice must be a copy of the student's progress report. WIOA will provide a signed copy of the participant's Release of Information form.
   v. If the participant drops out of the training program between disbursement periods, the balance will be prorated, unless the student or the school has negotiated other terms with the WDB Director in advance of the separation.
   vi. Program costs charged by the Training Provider will be based on prices provided by the applicant in the Training Provider application. Any price variation from the prices that are contained in the Training Provider Application will require written justification from the Training Provider.
   vii. If the Training Provider provides tuition or fee rates less than the application tuition to any WDB sponsored customer, the lower rate will apply.

viii. The amounts payable to the vendor as tuition and/or fees for each WDB sponsored participant enrolled by the Training Provider, as well as the specific program into which each WDB sponsored customer is to be enrolled, shall be specified on the ITA. Tuition estimates for future terms are acceptable.

ix. Training costs approved typically shall not be more than $4,000 per twelve-month period, up to a maximum of $6,000 may be approved with prior authorization from the WDB Executive Director. The WDB will not pay for any remedial or pre-requisite classes.

x. The Training Provider shall submit a separate bill/invoice for each WDB participant enrolled in accordance with the payment schedule previously outlined in this procedure.

M. The Training Provider agrees to provide training at its facility referenced in the training provider application.

N. The Training Provider agrees to promptly notify the WDB, in writing, of a WDB customer's withdrawal, absences in excess of the amount allowable under the school's rules, and unsatisfactory performance.

O. The Training Provider will notify the WDB upon the participant's successful completion of a training program and provide an official transcript of grades, skill competencies achieved, certificates, degrees, awards, and other performance appraisals. WIOA will provide a signed copy of the participant's Release of Information form.

P. The Training Provider agrees to notify, in writing, the WDB of any subsequent changes to the ITA (i.e., schedule change, course change, etc.). The training provider understands that failure to report any changes may result in no payment for the class, or possible revocation of the Individual Training Account (ITA). Any change in the student's course requirements must have prior approval of the WDB.

Q. The Training Provider agrees to retain all records pertinent to a WIB participant, including financial and statistical documentation for a period of three (3) years from the date of completion of training.

R. The Training Provider understands that no part of the training Program may be assumed by a third party without the prior written approval of the WDB.

S. The Training Provider will provide employment search support when the training program has been completed, and to report that information to the WDB staff. Continued funding for future WIOA customers is dependent upon placement rates. Placement information should be submitted to the Region VII WDB immediately by use of the forms provided by the WorkForce WV Career Center.

T. The Training Provider represents that in complying with the ITA, it is an independent agent; it shall not in any manner commit the WDB to any obligation; and it shall not be deemed to be an agent, servant, or employee of the WDB.

U. Any changes requested or required to the ITA shall be in written form only and shall be signed by both the vendor and the WDB.

6. **Liability Insurance** - The Training Provider shall maintain general public liability insurance coverage. The scope and form of the insurance coverage shall be satisfactory to the WDB and a certificate of insurance shall be provided upon request. The minimum liability insurance for a single person for a single incident shall be One Million Dollars.

7. **WDB Funding/Availability of Other Funds** -
   A. The Training Provider understands and agrees that funds provided under this Agreement shall be used for job training purposes as permitted under the Act.

   B. The obligation to pay tuition, fees, or other charges under this Agreement shall be specifically contingent on and limited to the availability of funds provided to the Region VII WDB under the Workforce Innovation and Opportunity Act or from other sources, and upon the policies adopted by the Region VII WDB for the use and allocation of the funds it receives.

   C. The amount of funds payable to the Training Provider under this Agreement for each individual student shall be specified in the student's Individual Training Account and shall be in accordance with the WDB's policies and procedures and the requirements of the Act and regulations promulgated thereunder. Submission of invoices and payment procedures shall be in accordance with WDB policies.

8. **Student Enrollment** - The Training Provider understands that under the WIOA, individuals who are eligible to receive funding have the right to choose the training program and training provider which best meets that individual's needs. Therefore, the Training Provider understands and agrees that the WDB is not responsible to refer or provide a minimum number of students to operate such training classes or training programs. In addition, nothing in this Agreement requires the Training Provider to accept students under this Agreement.

9. **Entire Agreement** - This Agreement represents the understanding of the parties and no part shall be modified or amended except by a supplemental agreement executed by the parties.

Region VII Workforce Development Board
A Non-Profit Corporation

By: _____ 9/27/21
Signature & Date

T.J. Van Meter, Executive Director
Name & Title

Training Provider

By: Bianca McCurrie 9/27/21
Signature & Date

Bianca McCurrie Director
Name & Title

EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws, and will remain in compliance for the duration of the award of federal financial assistance:

Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

TYPED NAME OF AGENCY OFFICIAL: Bianca McCurrie

TITLE: Owner / Director

SIGNATURE: Bianca McCurrie

DATE: 9-27-21

ADMINISTRATIVE ASSURANCES
Title 1 of the Workforce Innovation and Opportunity Act of 2014

Any application for use of Title 1 funds under the Workforce Innovation and Opportunity Act (WIOA) or Local Plan for the use of Title 1 WIOA funds must include authorized signature(s) acknowledging acceptance of the following assurances:

1. Recipients of WIOA funds will maintain sound Fiscal Control and Fund Accounting Procedures to ensure the proper disbursement of, and accounting for, funds through the allotments made under WIOA.

2. Adherence to Section 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and, against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity. By assuring adherence to Section 188 of WIOA, also assures acceptance to **Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972.**

3. Adherence to **Title 11, subtitle A of the American with Disabilities Act of 1990** which prohibits the exclusion, on the basis of disability, from participation in or denial of the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.

4 **Certification Regarding Drug-Free Workplace Requirements (29 CFR subtitle A, Appendix C to part 98):** WIOA funded grantees certify that it will provide a drug-free workplace by notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions taken against employees for violation of such prohibition. Grantees certify that it will make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) of 28 CFR subtitle A, Appendix C to part 98.

5 **Certification Regarding Disbarment and Suspension (29 CFR subtitle A, Appendix A to part 98):** WIOA funded Grantees certify to the best of its knowledge that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency. (a) Have not within a three-year period preceding this period been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, or attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with the commission of any fraud or criminal offences in obtaining or attempting to obtain, or performing a public

transaction under a public contract. (c) Have not within three years preceding this period had one or more public transactions (Federal, State, or Local) terminated for cause or default.

6 **Certification Regarding Lobbying (29 CFE subtitle A, Appendix A to Part 93):** WIOA funded grantees certify to the best of its knowledge that no Federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency; a Member of Congress; and officer or employee of Congress; or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan, cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.

Bianca MC 9-27-21

Agency Head or Designee — Date

T.J. Van Meter, Executive Director Region VII WDB — 9/27/27 Date