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**Workforce West Virginia One-Stop Career
Center Business Plans and Partner
Memorandum of Understandings (MOUs)**

WEST VIRGINIA REGION VII WORKFORCE DEVELOPMENT BOARD

WORKFORCE West Virginia CAREER CENTER OF MARTINSBURG

BUSINESS PLAN – FY 23

For July 1, 2022 through June 30, 2023

INTRODUCTION

The Region VII WorkForce West Virginia Career Center System of Region VII business plan is developed in accordance with the “Chartering Criteria” and policies and procedures issued by the Region VII Workforce Development Board (WDB) and WorkForce West Virginia. This business plan is a blueprint of how our community, education, social service and business partners will maintain, enhance and expand the Martinsburg Career Centers’ delivery system under the direction and guidance of the Martinsburg Consortium in meeting the goals and priorities established for Career Centers by the Region VII WDB. This plan is a work in progress and will be updated and changed as objectives herein are achieved. A Consortium is to be established with the assistance of WorkForce West Virginia.

MISSION STATEMENT

The purpose of Region VII WORKFORCE West Virginia Career Center of Martinsburg is to advance the economic well being of the region through partnerships that develop and sustain productive workers for business and create a prosperous community for our citizens.

GOALS

The Goals of the Region VII Career Center of Martinsburg are designed to support the goals of the Region VII WDB. The goals include:

1. Support of a business-driven workforce preparation system, with local, private-sector leadership that is developed with clear goals, which provides accountability to its customers.
2. Preparation of customers for lifelong skill development and promote a continuous learning model.

3. Support of true partnerships at the local and regional level among business, education and government.
4. Universality of access by business customers and job seekers with multiple access points.
5. Customer choice with respect to method of access, information and services provided.
6. Service delivery driven by local business customer needs rather than by program offerings.
7. Integration of services across agencies and programs, replacing fragmentation and duplication with coordination and consolidation.
8. Customer service focus of staff, facilities and services, supported by customer satisfaction measures (especially business clients) directed to a continuous improvement model.
9. Maximize utilization of resources through co-location and sharing of operational costs.
10. Establish or more fully utilize new services including the AE Ready-to-Work Certificate, Spokes, and the Business Services Team.
11. Provide all mandated partner Career Services through the WorkForce WV Career Center System and ensure referral between partners is accomplished, tracked and reported within MACC where possible.

OBJECTIVES

- **Universality** - All population groups will have access to a wide array of job seeking and employment services regardless of eligibility for specific categorical programs. Business customers and job seekers will be offered services based on individual needs. Job seekers will be afforded the opportunity to receive Career Services from each WIOA mandated partner as well as referral between multiple partners, based upon the individual's needs.
- **Customer Choice** - Business customers and job seekers will have the opportunity to select services appropriate to their individual needs and interests. The Centers will be flexible in providing services and will be sensitive and responsive to customers' requirements and levels of satisfaction achieved.
- **Needs Identification** – Business organizations will be considered the primary customers of the Career Center System. Their needs for employment, training and economic development services will be identified and provided to the Management Consortia and addressed by appropriate partners.
- **Service Integration** - Delivery of services will be seamless to the customer. Staff development and cross information sharing is ongoing. This model of service delivery will result in more comprehensive service and, at the same time, reduce duplication of services. Integration will continue to have development priority as to enable “uninterrupted service delivery” through timely referral and documentation in MACC wherever possible.
- **Accountability** - The Center will be measured on outcomes designed around customer needs, community/partner needs, WDB policies and procedures, and Region VII Chartering Criteria.

DEFINED MANAGEMENT STRUCTURE

The Martinsburg partners must establish a Management Consortium to oversee all operations of the career center. Career Center Partners, Eastern West Virginia Community Action Association, Job Corp, and WorkForce West Virginia will form the Management Consortia. The One Stop

Coordinator, selected from one of the Management Consortia partners, will handle the day-to-day operations of the career center. The Management Consortia will also oversee any potential satellite offices within the three-county region. The Management Consortia will provide the WDB with a listing of all possible satellite locations, to include name (point of contact), agency lead, address, phone number and available services.

The Career Center operator will be the Martinsburg Consortium, and that body will be responsible for operation and service delivery in accordance with this agreement and the certified partners' Memoranda of Understanding.

Fiscal agent responsibilities for all employment functions over the WIOA Career Coaches, the Greeter(s) and staff will be held by Eastern WV Community Action Agency on behalf of the Consortium.

The Management Consortia will chair meetings of the partner agency employees who provide direct service to Career Center customers. This group is known as the Career Center Implementation Team (see appended organizational chart). In these meetings, the Career Center employees will discuss joint programming and service efforts and opportunities, ideas for further collaboration, and issues and challenges that should be taken to the Management Consortium. Interagency cross training of Career Center employees will also be coordinated through the Implementation Team.

Career Center services will be delivered by the partner agencies according to MOUs between the partner agencies and the WDB. The Management Consortia will be responsible for monitoring the day-to-day implementation of the MOUs and reporting progress and/or challenges to the chair. The Management Consortia will be responsible for informing the WDB of issues in execution of MOUs.

A copy of each WIOA Mandated Partner Memorandum of Understanding (MOU) with the Region VII WDB is contained with this WorkForce West Virginia Career Center Business Plan, as supplied by the WDB. Optional partner MOUs are also provided, as supplied by the WDB.

Roles and Responsibilities of the Martinsburg Consortium:

- A. Operate the Career Centers in accordance with the MOU negotiated between the WDB and the partners as well as WDB policies and procedures.
- B. Manage the fiscal responsibility for the system and site, (Eastern WV Community Action Agency is the Consortium's designated fiscal agent).
- C. Evaluate performance in accordance with Region VII Chartering Criteria, MOU with WDB, WDB policies and procedures, and business plan.
- D. Manage personnel issues (including hiring, evaluation, discipline and dismissal) of Career Center Coordinator under the responsibility of the Consortium through appropriate supervisory channels according to the Organizational Chart.
- E. Provide means to meet common needs such as training, technical assistance, etc. for the partner agencies conducting business in the Career Center.

- F. Clearly define and communicate the strategic objectives of the Local WDB to Career Center partners.
- G. Coordinate and integrate a system of WIOA and partner services that responds to community needs for a seamless delivery system as articulated by the Consortium.
- H. Lead efforts to develop systems and secure approvals necessary to allow for the receipt of revenues to the Career Centers.
- I. Investigate sources for and write proposals to secure additional resources (grants, donations, additional partners, corporate subsidies, etc.) that can be used to augment partner and WDB allocations, expand Career Center services, and provide a foundation for eventual self-sufficiency of the Career Centers.
- J. Assist partner agencies in the development of new fee-for-service programming and develop contract arrangements to provide for in revenue sharing between the Career Center and the partner agencies in such ventures.
- K. Under the direction of and with support from the WDB, develop and write project proposals, contract addenda (as may be necessary), process descriptions, future Career Center Business Plans and other documents as may be necessary for the continued operation and expansion of the Career Center.
- L. Oversee the Resource Center, greeters, and/or staff.
- M. Design and implement a seamless customer flow process that ensures each customer is appropriately referred to a Career Coach with services provided appropriately documented for both quality control and reporting purposes.
- N. Implement required actions as mandated by the WDB.
- O. Design customer tracking, referral and satisfaction data management system for use by the Greeter(s). Analyze compiled data for report to chair and subsequent reporting to the WDB.
- P. Analyze partner agency MOUs and assist partners in coordinating services to meet the expectations of WIOA and the Management Consortium as outlined in the MOUs.
- Q. Implement the mission statement of the Management Consortium as outlined in the business plan and as may be expressed through resolutions passed at Consortium meetings.
- R. Participate in any Regional Rapid Response Teams that may be formed in response to local business needs and assist in the coordination of services to dislocated workers, as identified in applicable WDB Policy.
- S. Monitor adherence to the provisions of the MOUs reporting any challenges to the chair.
- T. Market Career Center services to potential business/industry client companies, potential partners and the general public in cooperation with the Career Center Career Coach and WDB personnel.
- U. Determine and report to the chair common needs such as training, technical assistance, etc.
- V. Define a matrix system for reporting customer satisfaction and Career Center effectiveness. As invited, facilitate the sharing of data by delivering written or oral reports at regularly scheduled meetings of the Region VII Workforce Development Board.
- W. Clearly define and communicate the strategic objectives of the Consortium to the partner agency representatives, especially as they apply to WIOA.
- X. In a continuum, assess customer needs and recommend to the chair additional access points or affiliate sites.

Duties of the Career Center Case Manager/Career Coach(s):

- A. Determine if individual customers are eligible for all WIOA Services (career and training) in accordance with WDB Policy, and, if the individual is eligible for any WIOA services, certify them accordingly.
- B. Provide Case Management services for OJT and ITA recipients in accordance with the business plan as described below.
- C. Referral to vocational and career counseling services to adults, dislocated workers, displaced homemakers and youth.
- D. Ensure all WIOA eligibility documentation is received, verified, and required copies maintained in the participant's file before certifying eligibility.
- E. Maintain documentation on all contacts with WIOA participants on the IEP and/or MACC.
- F. Referral of participants to partner services must be documented on the IEP and or MACC.
- G. Provide employment information relating to local, regional and national labor needs.
- H. Provide Job Development or Job Placement for customers completing any of the two WIOA services: (1) Career Services and (2) Training Services.
- I. Determine and document on the IEP and or MACC individual barriers and needs.
- J. Evaluate work history, interests, and skills for career changes.
- K. Match individual job skills and interests with regional demand occupations.
- L. Conduct monthly follow-up on participants receiving Career Services and Training Services and document such follow-up on the IEP and/or MACC.
- M. Develop working relationships with area training providers, supportive service agencies and other social service agencies in the area.
- N. Conduct individual data entry into MACC to include WIOA eligibility, registration, services provided, completion of training and follow up as described above in "L", employment and wage data, and other required information.
- O. Provide monthly WDB Case Management Activity Report to the Region 7 WDB with a copy to the Management Consortia by the 10th of each month and, as invited, present this information at scheduled WDB meetings.
- P. Become familiar with all WDB policies and procedures applicable to the provision of WIOA services.
- Q. Share participant data with agencies that acknowledge participant information sharing agreement.
- R. Within the parameters of a regular 40 hour work week, the Case Manager/Career Coach will be at the Career Center providing WIOA services during normal operating hours, except when serving special client needs and adjusting the career coaches work week (unless on sick leave, annual leave, holidays, etc.).
- S. Will provide TABE testing and other assessment tests as approved and provided by the WDB.
- T. Serve on and actively participate in the Career Center Programs and the Implementation Team.

Duties of the Case Management Assistant (through Title V):

- A. Send monthly monitoring letters/cards and maintain file of same.
- B. Receive referrals from greeter(s) & send out information as needed (letter, brochure, business card)
- C. Maintain log of referrals - date received, date info sent.
- D. Maintain binder of WIOA paper forms and update as needed. Maintain adequate supplies of these forms.
- E. Maintain binder of Region VII approved training providers with all pertinent info - contacts, program start & end dates, cost and financial aid info, required courses, employment trends, etc.
- F. Request and maintain supply of marketing materials from training providers to be displayed in the Resource Center.
- G. Assemble information packets
- H. Photocopy documents, brochures, etc. as directed.
- I. Receive, open, date stamp mail.
- J. Attend WARN Activities with Case manager
- K. Schedule and assist with testing and assessment.
- L. Maintain monthly contact with each service provider to obtain updates of active participants, and any who have left or graduated a program that month.

Duties of the Greeter(s) (through Title V or paid staff):

- A. Provide efficient, courteous and speedy customer service to all Career Center clients whether by telephone, e-mail, fax or in person. This includes individual job seekers and client company representatives.
- B. Answer the telephone for the Center (where applicable), screen and route calls to the appropriate agencies as needed by the caller.
- C. Greet customers as they enter the Center, insuring that each customer completes the Client Intake Form.
- D. Assist visitors with various services in the resource room, especially on-line resources including MACC self-registration when necessary and appropriate.
- E. Clearly and politely direct customers to the location/office of their appointment. Most first-time customers should be directed to the Resource Center.
- F. Insure that all Resource Center customers are properly informed of all logistical information necessary for them to access any necessary services. Whenever possible, appropriate and/or necessary, escort customers to their next place of service acquisition.

G. Collect Client Intake, Referral and Customer Satisfaction information.

Monitoring:

The Region VII WDB staff will monitor the Region VII Career Centers according to the Region VII Chartering Criteria, the terms of the final mutually acceptable business plan and WDB policies and procedures. Evaluation and financial audit reports will be presented by the WDB to the Management Consortia. Representatives from WorkForce West Virginia and/or the US DOL may also request data from time-to-time and also perform some monitoring functions. Within the terms of the agreement, the Management Consortia will implement any required corrective action in the Career Center as defined in monitoring reports. Monitoring reports will clearly indicate which files were reviewed and what the problem was with that specific file. In addition, the monitoring team will review findings with the Management Consortia.

Organizational Chart:

Please see the appendix to this business plan for a graphical representation of this defined management structure in the form of an organizational chart.

ASSISTIVE TECHNOLOGY

An accessible computer station is available for all partners, staff and customers of the WorkForce West Virginia Center of Martinsburg. The station assists individuals with specialized needs for core services, training, and/or training/employment related activities. With limited training and practice, an individual who once had limited or no use of a computer can use the specialized hardware and software. The unit is on an adjustable workstation with wheels and mobile for use anywhere in the facility. Peripherals include a Visual Magnification System (CCTV), a Uniphone (TTY/TDD), a portable word processor (Quickpad/Alpha Smart), ABC Keyboard, and includes a library of videos reflecting use of assistive technologies in the workplace.

FACILITY ISSUES

The WorkForce West Virginia Career Center of Martinsburg is located at 202 Viking Way, Martinsburg, West Virginia 25401. The partners are assessing this facility in order to improve Career Center activities. The Management Consortia will work with several other service providers and various nonprofits in an effort to develop a true business driven resource center.

The partners, with the assistance of the Management Consortia, will continue to be focused on improving customer referral between partners and partner integration at the Career Center.

PARTNERS

Committed Partners of the Martinsburg Career Center:

<u>Partner</u>	<u>Contact Person</u>	<u>Service Provided</u>
1. Blue Ridge CTC	Megan Michael	Carl D. Perkins
2. Workforce WV Unemployment Compensation	N/A	Unemployment Insurance Benefits
3. Workforce WV Job Service	N/A	Employment Services
4. Vocational Rehabilitation	Michael Reel	Rehabilitative Services
5. EPIC	John Holmes	Adult Basic Education
6. Job Corps		Youth Services
7. Telamon	Kevin Jones	Migrant and Seasonal Farm Workers HUD
8. Veterans Employment Services		Employment opportunities for Veterans
9. Veterans Administration		Disability and Rehabilitation
10. Title V Older Worker Program		Older Worker Program
11. WIOA Title I	Michelle McDowell	WIOA Career Coach
12. Community Service Block Grant	Kevin Jones	Telamon
13. HUD	Dennis Rogers	Grant Co. Housing Authority

PRODUCTS AND SERVICES

Job Seeker Services: Career and Training:

The Greeter Station will be the initial contact point for all Career Center customers. There, the Greeter can efficiently direct the customer to the appropriate service (i.e. a Career Center partner, the Resource Room, job postings, etc.) Core services include the Resource Center information that is made available to the universal population at no cost. Services can be accessed in-person, via telephone, Internet and mail. To increase public knowledge of this resource, the Management Consortium will promote this service as the initial and primary point of contact for customers to access the Career Center.

All Career Center partners are connected electronically via e-mail, and this technology will be used more efficiently under this business plan with the Greeter(s) alerting agency employees to the fact that customers are waiting. Currently, all partners are connected to MACC except for AE. Access to the Unemployment Insurance information, as discussed above, will ensure better case management results.

Services available through the Center include various books, services, videos and personal computers with interactive CDs available for job seekers and employers.

Resources for Job Seekers:

Employment Services Registration Forms	Job Board w/ hard copy job listings
Vocational Rehabilitation Services	Small Business Development Center
WIOA Training Program Info & Applications	Armed Forces Information
Unemployment Insurance	How to Start a Business
Telephone books	Community Resource Information
Internet Access w/ "Bookmarked" Sites	Local Higher Education Program Info
Career Counseling/Information	Labor Law and Discrimination Information
PC available to compose resume/cover letter	Federal Government job openings
PC Accessible SIGI+	How to get Free Medical Prescriptions
Local Community Information	Trade Adjustment Assistance
State government job listings	Local Transportation Resource Information
ESL/AE/Family Literacy	Veterans Employment Services
Free Basic Computer Training	Youth Program Eligibility
Migrant Seasonal Farm Worker Information	Mountain Heart Daycare
Resume Preparation Assistance	Social Services Referrals
Learn or Improve Typing and 10-Key Skills	Apprenticeship Program Information
Mavis Beacon Teaches Typing	BIOSS Assistive Technology Resource
On-line Training Resources (fee charged)	Business Pre-referral testing (TABE)
Literacy Training	Federal Bonding Program
SPOKES Training	

Service Enhancement, Expansion and Improvement Plan:

Integration of Services

The Career Center's main goal will be to continue integrating the existing partner resources so that the partners function more and more as a systemic unit rather than a collection of co-located offices. Specific tasks that the Career Center will accomplish to achieve this goal include:

- Adding a one FTE or equivalent position of Resource Center Assistant to assist customers
- Improvement of uniform client intake form
- Continued meetings of partner representatives to plan and strategize
- Enhancement of the Resource Centers with independent learning materials and aides
- Continued meetings of the Implementation Team
- Identify new One-Stop partners for co-location
- Identify funding sources for One-Stop operation and expansion

The following tables display the services, how they will be accessed and who provides each service currently available at the Career Center locations.

CAREER SERVICES	HOW ACCESSED AND PROVIDED
a. WIOA eligibility determinations	<ul style="list-style-type: none">▪ Each partner refers potential clients to Career Center Career Coach▪ Career Coach determines eligibility for WIOA training services
b. Outreach, intake (which may include re-employment services) and orientation to the information and other services available through the Career Center delivery system	<ul style="list-style-type: none">▪ The intake function will be performed at the initial point of contact (Greeter).
c. Initial assessment of skill levels, aptitudes, abilities and supportive service needs	<ul style="list-style-type: none">▪ Greeter will make appropriate referral to AE, Career Center Career Coach, or Vocational Rehabilitation depending upon the type of testing required. However, other testing tools, such as TABE, will be utilized when required by business customers or as deemed appropriate by the Career Center Career Coach.
d. Job search and placement assistance, and where appropriate, career counseling	<ul style="list-style-type: none">▪ WORKFORCE West Virginia, Division provides these services to the job seeker: MACC, America's Job Bank, job referral, automated job matching & notification. Local Community & Technical College's will provide computer-aided career counseling (SIGI+) in the Resource Room (when it

	becomes functional), resume preparation software will also be provided in the Resource Room, which will also contain customer use PCs and Internet connections to support these services.
e. Information regarding the availability of supportive services, including childcare and transportation, available in the local area and referral to such services.	<ul style="list-style-type: none"> ▪ The Resource Centers will be stocked with information about local childcare, transportation, emergency services, etc.
f. Information regarding filing claims for unemployment compensation	<ul style="list-style-type: none"> ▪ Clients can file unemployment insurance claims at the Career Center through the Unemployment Compensation Division partner.
g. Assistance in establishing eligibility for other programming to assist individuals dependent on public assistance and information on how to obtain financial aid assistance for training and education programs that are not funded under current legislation	<ul style="list-style-type: none"> ▪ FAFSA forms and application forms for local training providers will be available in the Resource Center. ▪ SPOKES Training is offered by RESA VIII.

Career Services for Job Seekers:

The WorkForce West Virginia Career Center of Martinsburg will provide intensive services. Current roles and responsibilities for delivering intensive services are described below.

<u>INTENSIVE SERVICES</u>	<u>PROVIDED THROUGH</u>	<u>AT CAREER CENTER</u>
a. Intensive Training	<ul style="list-style-type: none"> ▪ Vocational Rehabilitation 	X
b. In-depth interviewing and evaluation	<ul style="list-style-type: none"> ▪ WORKFORCE West Virginia ▪ Vocational Rehabilitation ▪ Other partner agencies as appropriate, dictated by match between client need and agency resources 	 X
c. Development of individual employment plan	<ul style="list-style-type: none"> ▪ WORKFORCE West Virginia ▪ Vocational Rehabilitation 	 X
d. Individual counseling career	<ul style="list-style-type: none"> ▪ Employment Service 	X

planning	▪ Vocational Rehabilitation	X
	▪ Career Center Career Coach	X
e. ITA Case management	▪ Career Center Career Coach	X
f. Short-term prevocational services	▪ AE	X
	▪ Vocational Rehabilitation	X
g. Supplemental Financial Assistance	▪ EWCAA (referred by WIOA CC) ▪ Pell Grants and other Scholarships available through Certified Training Providers	
h. WIOA Registration	▪ WIOA Career Coach	X
	▪ Wagner Peyser (State Set Aside)	

TRAINING SERVICES FOR JOB SEEKERS

All One-Stop customers will have access to all the partner Career Services as outlined in the Workforce Innovation and Opportunity Act of 2014, and so identified on each partner MOU. WIOA funded Greeters and Career Coaches will refer customers to any partner service needed by the individual. WDB-funded personnel can refer to approved partner program Core, Intensive and Training services. Any fee for service activity that is WDB-funded must be approved by the WDB and placed upon the state approved Training Provider List. Free services are listed below.

- A. AE Ready-to-Work Certificate
- B. Spokes
- C. Self-registration in MACC for WorkForce West Virginia customers (assisted by Resource Center Assistants)
- D. Rapid Response Team. The Workforce West Virginia Career Center of Martinsburg will be part of any Rapid Response Team in accordance with the guidance contained in the Governor's Workforce Investment Division Guidance Policy Letter 02-0, and Workforce WV Informational Notice dated October 4, 2006.

CAREER SERVICES FOR BUSINESS CUSTOMERS

The Career Center is committed to reaching out to business and industry and will be making plans to offer the following services to that important constituency. Some of the services listed below may be offered on a "fee-for-service" basis in the future and clients will be made aware of this at the time.

A. Career Center System Information:

- Orientation to Career Center System
- Labor Market Information
- Center Performance Information
- Regulatory Information i.e. Child Labor laws, safety/OSHA regs, required posters, etc
- ADA compliance and accommodation information
- Unemployment Insurance Information
- Tax Credit Information, application & processing
- Support Services Information
- Information on & referral to business start-up, retention and expansion services
- Rapid response to mass layoffs or plant closings

B. Employee Recruitment Services

C. Business oriented "lending library" (in partnership with the College's SBDC)

E. Job Bank/Labor Exchange (listing and matching, job orders accepted by fax, phone, mail or electronic)

F. Pre-Employment Testing Services – TABE (measure reading & math competency)

G. West Virginia Job Link

H. Job Fairs

I. Business Services Team *The Implementation Team also serves as the Business Services Team*

- Inventory of services available to business and industry
- Coordination of such services
- Labor exchange services, testing, training, economic development assistance, temporary assistance, etc.
- Space Utilization
- Employer Advisory Committee

PERFORMANCE GOALS AND STANDARDS

Quality services will be delivered through the WorkForce West Virginia Career Center of Martinsburg through a system of integration, cooperation, collaboration and cross informing of the participating partners. Regular meetings will be held amongst the partner agency representatives who work at the Center (Implementation Team.) The Implementation Team meetings are held to network and cross inform each other about each other's services and also strategize for greater collaboration. The goal of the center partners is that each customer is directed through the system so that he or she receives uninterrupted services.

In addition, the MACC system will track certain important information that will assist the Region VII WDB in its monitoring of the Career Centers to be certain that the Martinsburg and South Branch Career Center systems meets DOL, WDB, Consortium and partner performance standards.

Surveys will be administered with Center customers on a regular basis. We will use these surveys to evaluate, change and improve our processes.

CENTER OPERATING BUDGET

The budget will be based on WDB funding allocations and partner contribution.

MARKETING PLAN

The Career Center is committed to publicizing its programs and services to increase usage and access. Any marketing effort that utilizes the "WorkForce West Virginia" logo will be submitted to the WDB for review.

Job Fairs:

Throughout the plan year, the Career Center will be involved in job fairs as necessary to help businesses locate potential employees, and help to make the Career Center more visible in the local community.

Media:

The Management Consortia will explore the possibility of writing a regular editorial for local newspapers and/or a radio call-in show for local radio stations. The content of this publicity will focus on information for job seekers as well as personnel issues for businesses. All media releases for joint Consortia activities must be approved by Management Consortia.

CONTRACTING ARRANGEMENTS

As illustrated by the Organizational Chart (see appendix), the Martinsburg Consortium is the official operator under the consent and signature of the Region VII WDB and Management Consortia partners.

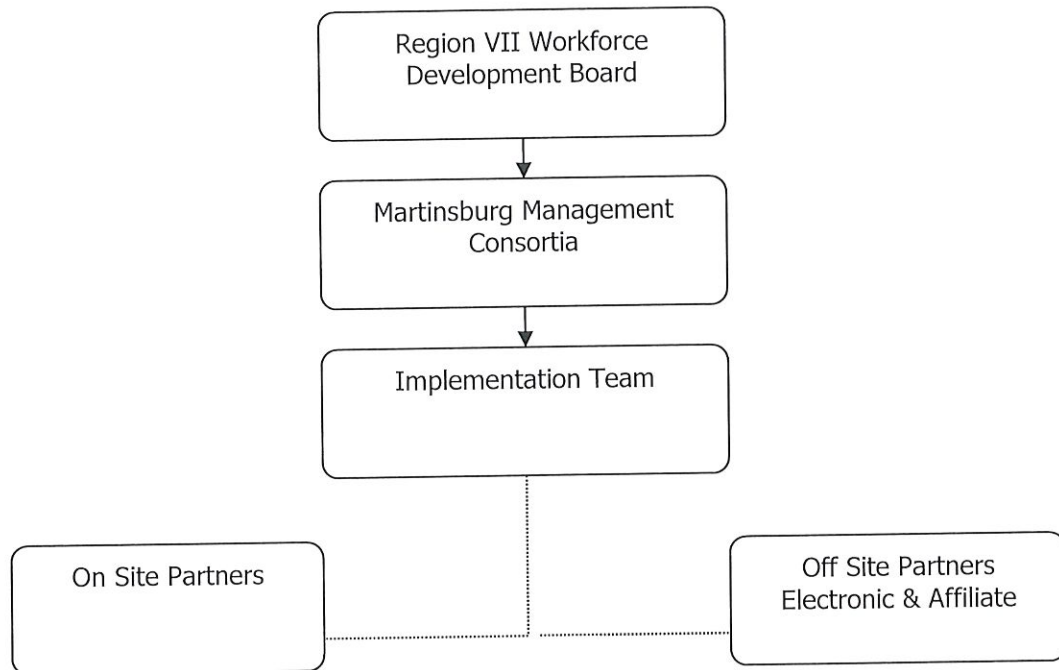
The WDB has appointed Eastern WV Community Action Agency as its fiscal agent for the financial management of the Career Center. On behalf of the Career Center, Eastern WV Community Action Agency will bill the Region VII WDB for its financial obligations with

regards to Career Center operations (as described in the attached budget) based on the agreement between the WDB and EWVCAA as described in this Business Plan. All fees charged by the Career Center to the WDB for the management and operation of the Career Centers will be paid by the WDB to Eastern WV Community Action Agency who will accept such payments on behalf of the Career Center. All Career Center financial obligations that are funded by Region VII financial contributions (as described in the attached budget) will be paid by Eastern WV Community Action Agency on behalf of the Career Center. The fee paid by the WDB to the Consortium, through their fiscal agent, is a reimbursement based on actual incurred expenses within the line item budget submitted with this Business Plan. Advance payment in the amount of an agreed upon amount will be made to the fiscal agent who will submit monthly invoices as outlined elsewhere in this plan.

CONCLUSION

The Region VII WorkForce West Virginia Career Center of Martinsburg is committed to re-designing the way in which the Career Centers are managed and coordinated. By implementing a management structure with a clear division of duties, responsibilities and powers, and placing the day-to-day Center management under a clear coordination structure, the Career Center is confident that it can become model Career Center that will be replicated across the country.

**WorkForce West Virginia Career Center of Martinsburg
Organizational Chart Attachment**



WEST VIRGINIA REGION VII WORKFORCE DEVELOPMENT BOARD

WORKFORCE West Virginia CAREER CENTER OF SOUTH BRANCH

BUSINESS PLAN – FY 23

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MISSION STATEMENT

The purpose of Region VII WORKFORCE West Virginia Career Center of South Branch is to advance the economic well being of the region through partnerships that develop and sustain productive workers for business and create a prosperous community for our citizens.

GOALS

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The South Branch partners must establish a Management Consortium to oversee all operations of the career center. Career Center Partners, Eastern West Virginia Community Action Association, Job Corp, and WORKFORCE West Virginia will form the Management Consortia. The One

Stop Coordinator, selected from one of the Management Consortia partners, will handle the day-to-day operations of the career center. The Management Consortia will also oversee any potential satellite offices within the five-county region. The Management Consortia will provide the WDB with a listing of all possible satellite locations, to include name (point of contact), agency lead, address, phone number and available services.

The Career Center operator will be the South Branch Consortium, and that body will be responsible for operation and service delivery in accordance with this agreement and the certified partners' Memoranda of Understanding.

Fiscal agent responsibilities for all employment functions over the WIOA Career Coaches, the Greeter(s) and staff will be held by Eastern WV Community Action Agency on behalf of the Consortium.

The Management Consortia will chair meetings of the partner agency employees who provide direct service to Career Center customers. This group is known as the Career Center Implementation Team. In these meetings, the Career Center employees will discuss joint programming and service efforts and opportunities, ideas for further collaboration, and issues and challenges that should be taken to the Management Consortium. Interagency cross training of Career Center employees will also be coordinated through the Implementation Team.

Career Center services will be delivered by the partner agencies according to MOUs between the partner agencies and the WDB. The Management Consortia will be responsible for monitoring the day-to-day implementation of the MOUs and reporting progress and/or challenges to the chair. The Management Consortia will be responsible for informing the WDB of issues in execution of MOUs.

A copy of each WIOA Mandated Partner Memorandum of Understanding (MOU) with the Region VII WDB is contained with this WORKFORCE West Virginia Career Center Business Plan, as supplied by the WDB. Optional partner MOUs are also provided, as supplied by the WDB.

Roles and Responsibilities of the South Branch Consortium:

- A. Operate the Career Centers in accordance with the MOU negotiated between the WDB and the partners as well as WDB policies and procedures.
- B. Manage the fiscal responsibility for the system and site, (Eastern WV Community Action Agency is the Consortium's designated fiscal agent).
- C. Evaluate performance in accordance with Region VII Chartering Criteria, MOU with WDB, WDB policies and procedures, and business plan.
- D. Manage personnel issues (including hiring, evaluation, discipline and dismissal) of Career Center Coordinator under the responsibility of the Consortium through appropriate supervisory channels according to the Organizational Chart.
- E. Provide means to meet common needs such as training, technical assistance, etc. for the partner agencies conducting business in the Career Center.

- F. Clearly define and communicate the strategic objectives of the Local WDB to Career Center partners.
- G. Coordinate and integrate a system of WIOA and partner services that responds to community needs for a seamless delivery system as articulated by the Consortium.
- H. Lead efforts to develop systems and secure approvals necessary to allow for the receipt of revenues to the Career Centers.
- I. Investigate sources for and write proposals to secure additional resources (grants, donations, additional partners, corporate subsidies, etc.) that can be used to augment partner and WDB allocations, expand Career Center services, and provide a foundation for eventual self-sufficiency of the Career Centers.
- J. Assist partner agencies in the development of new fee-for-service programming and develop contract arrangements to provide for in revenue sharing between the Career Center and the partner agencies in such ventures.
- K. Under the direction of and with support from the WDB, develop and write project proposals, contract addenda (as may be necessary), process descriptions, future Career Center Business Plans and other documents as may be necessary for the continued operation and expansion of the Career Center.
- L. Oversee the Resource Center, greeters, and/or staff.
- M. Design and implement a seamless customer flow process that ensures each customer is appropriately referred to a Career Coach with services provided appropriately documented for both quality control and reporting purposes.
- N. Implement required actions as mandated by the WDB.
- O. Design customer tracking, referral and satisfaction data management system for use by the Greeter(s). Analyze compiled data for report to chair and subsequent reporting to the WDB.
- P. Analyze partner agency MOUs and assist partners in coordinating services to meet the expectations of WIOA and the Management Consortium as outlined in the MOUs.
- Q. Implement the mission statement of the Management Consortium as outlined in the business plan and as may be expressed through resolutions passed at Consortium meetings.
- R. Participate in any Regional Rapid Response Teams that may be formed in response to local business needs and assist in the coordination of services to dislocated workers, as identified in applicable WDB Policy.
- S. Monitor adherence to the provisions of the MOUs reporting any challenges to the chair.
- T. Market Career Center services to potential business/industry client companies, potential partners and the general public in cooperation with the Career Center Case Manager and WDB personnel.
- U. Determine and report to the chair common needs such as training, technical assistance, etc.
- V. Define a matrix system for reporting customer satisfaction and Career Center effectiveness. As invited, facilitate the sharing of data by delivering written or oral reports at regularly scheduled meetings of the Region VII Workforce Development Board.
- W. Clearly define and communicate the strategic objectives of the Consortium to the partner agency representatives, especially as they apply to WIOA.
- X. In a continuum, assess customer needs and recommend to the chair additional access points or affiliate sites.

Duties of the Career Center Case Manager/Career Coach(s):

- A. Determine if individual customers are eligible for all WIOA Services (career and training) in accordance with WDB Policy, and, if the individual is eligible for any WIOA services, certify them accordingly.
- B. Provide Case Management services for OJT and ITA recipients in accordance with the business plan as described below.
- C. Referral to vocational and career counseling services to adults, dislocated workers, displaced homemakers and youth.
- D. Ensure all WIOA eligibility documentation is received, verified, and required copies maintained in the participant's file before certifying eligibility.
- E. Maintain documentation on all contacts with WIOA participants on the IEP and/or MACC.
- F. Referral of participants to partner services must be documented on the IEP and or MACC.
- G. Provide employment information relating to local, regional and national labor needs.
- H. Provide Job Development or Job Placement for customers completing any of the two WIOA services: (1) Career Services and (2) Training Services.
- I. Determine and document on the IEP and or MACC individual barriers and needs.
- J. Evaluate work history, interests, and skills for career changes.
- K. Match individual job skills and interests with regional demand occupations.
- L. Conduct monthly follow-up on participants receiving Career Services and Training Services and document such follow-up on the IEP and/or MACC.
- M. Develop working relationships with area training providers, supportive service agencies and other social service agencies in the area.
- N. Conduct individual data entry into MACC to include WIOA eligibility, registration, services provided, completion of training and follow up as described above in "L", employment and wage data, and other required information.
- O. Provide monthly WDB Case Management Activity Report to the Region 7 WDB with a copy to the Management Consortia by the 10th of each month and, as invited, present this information at scheduled WDB meetings.
- P. Become familiar with all WDB policies and procedures applicable to the provision of WIOA services.
- Q. Share participant data with agencies that acknowledge participant information sharing agreement.
- R. Within the parameters of a regular 40 hour work week, the Case Manager/Career Coach will be at the Career Center providing WIOA services during normal operating hours, except when serving special client needs and adjusting the case manager's work week (unless on sick leave, annual leave, holidays, etc.).
- S. Will provide TABE testing and other assessment tests as approved and provided by the WDB.
- T. Serve on and actively participate in the Career Center Programs and the Implementation Team.

Duties of the Case Management Assistant (through Title V):

- A. Send monthly monitoring letters/cards and maintain file of same.
- B. Receive referrals from greeter(s) & send out information as needed (letter, brochure, business card)
- C. Maintain log of referrals - date received, date info sent.
- D. Maintain binder of WIOA paper forms and update as needed. Maintain adequate supplies of these forms.
- E. Maintain binder of Region VII approved training providers with all pertinent info - contacts, program start & end dates, cost and financial aid info, required courses, employment trends, etc.
- F. Request and maintain supply of marketing materials from training providers to be displayed in the Resource Center.
- G. Assemble information packets
- H. Photocopy documents, brochures, etc. as directed.
- I. Receive, open, date stamp mail.
- J. Attend WARN Activities with Case manager
- K. Schedule and assist with testing and assessment.
- L. Maintain monthly contact with each service provider to obtain updates of active participants, and any who have left or graduated a program that month.

Duties of the Greeter(s) (through Title V or paid staff):

- A. Provide efficient, courteous and speedy customer service to all Career Center clients whether by telephone, e-mail, fax or in person. This includes individual job seekers and client company representatives.
- B. Answer the telephone for the Center (where applicable), screen and route calls to the appropriate agencies as needed by the caller.
- C. Greet customers as they enter the Center, insuring that each customer completes the Client Intake Form.
- D. Assist visitors with various services in the resource room, especially on-line resources including MACC self-registration when necessary and appropriate.
- E. Clearly and politely direct customers to the location/office of their appointment.

- F. Insure that all Career Center customers are properly informed of all logistical information necessary for them to access any necessary services. Whenever possible, appropriate and/or necessary, escort customers to their next place of service acquisition.
- G. Collect Client Intake, Referral and Customer Satisfaction information.

Monitoring:

The Region VII WDB staff will monitor the Region VII Career Centers according to the Region VII Chartering Criteria, the terms of the final mutually acceptable business plan and WDB policies and procedures. Evaluation and financial audit reports will be presented by the WDB to the Management Consortia. Representatives from WorkForce West Virginia and/or the US DOL may also request data from time-to-time and also perform some monitoring functions. Within the terms of the agreement, the Management Consortia will implement any required corrective action in the Career Center as defined in monitoring reports. Monitoring reports will clearly indicate which files were reviewed and what the problem was with that specific file. In addition, the monitoring team will review findings with the Management Consortia.

Organizational Chart:

Please see the appendix to this business plan for a graphical representation of this defined management structure in the form of an organizational chart.

TECHNOLOGY ISSUES

Assistive Technology:

An accessible computer station is available for all partners, staff and customers of the WORKFORCE West Virginia Center of South Branch. The station assists individuals with specialized needs for core services, training, and/or training/employment related activities. With limited training and practice, an individual who once had limited or no use of a computer can use the specialized hardware and software. The unit is on an adjustable workstation with wheels and mobile for use anywhere in the facility. Peripherals include a Visual Magnification System (CCTV), a Uniphone (TTY/TDD), a portable word processor (Quickpad/Alpha Smart), ABC Keyboard, and includes a library of videos reflecting use of assistive technologies in the workplace.

FACILITY ISSUES

The WorkForce West Virginia Career Center of South Branch is located at 151 Robert C. Byrd Industrial Park Road Suite 2, Moorefield, West Virginia 26836. The partners are assessing this facility in order to improve Career Center activities. The Management Consortia will work with several other service providers and various nonprofits in an effort to develop a true business driven resource center.

The partners, with the assistance of the Management Consortia, will continue to be focused on improving customer referral between partners and partner integration at the Career Center.

PARTNERS

Committed Partners of the South Branch Career Center:

<u>Partner</u>	<u>Contact Person</u>	<u>Service Provided</u>
1. Eastern WV CTC	Melissa Shockey	
2. Workforce WV	Tammy Hesse	Unemployment Insurance Benefits
Unemployment Compensation		
3. Workforce WV Job Service	Tammy Hesse	Employment Services
4. Vocational Rehabilitation	Michael Reel	Rehabilitative Services
5. EPIC	John Holmes	Adult Education
6. Job Corps		Youth Services
7. Telamon	Kevin Jones	Migrant and Seasonal Farm Workers
8. WIOA Title I	Shay Stump	WIOA Career Coach
9. Community Service Block	Kevin Jones	Telamon
Grant		
10. HUD	Dennis Rogers	Grant County Housing Authority

PRODUCTS AND SERVICES

Job Seeker Services: Core, Intensive and Training:

The Greeter Station will be the initial contact point for all Career Center customers. There, the Greeter can efficiently direct the customer to the appropriate service (i.e. a Career Center partner, job postings, etc.) Career services include the Career Center information that is made available to the universal population at no cost. Services can be accessed in-person, via telephone, Internet and mail. To increase public knowledge of this resource, the Management Consortium will promote this service as the initial and primary point of contact for customers to access the Career Center.

All Career Center partners are connected electronically via e-mail, and this technology will be used more efficiently under this business plan with the Greeter(s) alerting agency employees to the fact that customers are waiting. Currently, all partners are connected to MACC except for

AE. Access to the Unemployment Insurance information, as discussed above, will ensure better case management results.

Services available through the Center include various books, services, videos and personal computers with interactive CDs available for job seekers and employers.

Resources for Job Seekers:

Employment Services Registration Forms	Job Board w/ hard copy job listings
Vocational Rehabilitation Services	Small Business Development Center
WIOA Training Program Info & Applications	Armed Forces Information
Unemployment Insurance	How to Start a Business
Telephone books	Community Resource Information
Internet Access w/ "Bookmarked" Sites	Local Higher Education Program Info
Career Counseling/Information	Labor Law and Discrimination Information
PC available to compose resume/cover letter	Federal Government job openings
PC Accessible SIGI+	How to get Free Medical Prescriptions
Local Community Information	Trade Adjustment Assistance
State government job listings	Local Transportation Resource Information
ESL/AE/Family Literacy	Veterans Employment Services
Free Basic Computer Training	Youth Program Eligibility
Migrant Seasonal Farm Worker Information	Mountain Heart Daycare
Resume Preparation Assistance	Social Services Referrals
Learn or Improve Typing and 10-Key Skills	Apprenticeship Program Information
Mavis Beacon Teaches Typing	BIOSS Assistive Technology Resource
On-line Training Resources (fee charged)	Business Pre-referral testing (TABE)
Literacy Training	Federal Bonding Program
SPOKES Training	

Service Enhancement, Expansion and Improvement Plan:

Integration of Services

The Career Center's main goal will be to continue integrating the existing partner resources so that the partners function more and more as a systemic unit rather than a collection of co-located offices. Specific tasks that the Career Center will accomplish to achieve this goal include:

- Adding a one FTE or equivalent position of Career Center Assistant to assist customers
- Improvement of uniform client intake form

- Continued meetings of partner representatives to plan and strategize
- Enhancement of the Career Centers with independent learning materials and aides
- Continued meetings of the Implementation Team
- Identify new One-Stop partners for co-location
- Identify funding sources for One-Stop operation and expansion

The following tables display the services, how they will be accessed and who provides each service currently available at the Career Center locations.

CAREER SERVICES	HOW ACCESSED AND PROVIDED
a. WIOA eligibility determinations	<ul style="list-style-type: none"> ▪ Each partner refers potential clients to Career Center Career Coach ▪ Career Coach determines eligibility for WIOA training services
b. Outreach, intake (which may include re-employment services) and orientation to the information and other services available through the Career Center delivery system	<ul style="list-style-type: none"> ▪ The intake function will be performed at the initial point of contact (Greeter).
c. Initial assessment of skill levels, aptitudes, abilities and supportive service needs	<ul style="list-style-type: none"> ▪ Greeter will make appropriate referral to AE, Career Center Career Coach, or Vocational Rehabilitation depending upon the type of testing required. <p>However, other testing tools, such as TABE, will be utilized when required by business customers or as deemed appropriate by the Career Center Case Manager.</p>
d. Job search and placement assistance, and where appropriate, career counseling	<ul style="list-style-type: none"> ▪ WORKFORCE West Virginia, Division provides these services to the job seeker: MACC, America's Job Bank, job referral, automated job matching & notification. <p>Local Community & Technical College's will provide computer-aided career counseling (SIGI+) in the Resource Room (when it becomes functional), resume preparation software will also be provided in the Resource Room, which will also contain customer use PCs and Internet connections to support these services.</p>
e. Information regarding the availability of supportive services, including childcare and transportation, available in the local area and referral to such services.	<ul style="list-style-type: none"> ▪ The Resource Centers will be stocked with information about local childcare, transportation, emergency services, etc.
f. Information regarding filing claims for unemployment compensation	<ul style="list-style-type: none"> ▪ Clients can file unemployment insurance claims at the Career Center through the

	Unemployment Compensation Division partner.
g. Assistance in establishing eligibility for other programming to assist individuals dependent on public assistance and information on how to obtain financial aid assistance for training and education programs that are not funded under current legislation	<ul style="list-style-type: none"> ▪ FAFSA forms and application forms for local training providers will be available in the Resource Center. ▪ SPOKES Training is offered by RESA VIII.

Career Services for Job Seekers:

The WorkForce West Virginia Career Center of the South Branch will provide intensive services. Current roles and responsibilities for delivering intensive services are described below.

<u>INTENSIVE SERVICES</u>	<u>PROVIDED THROUGH</u>	<u>AT CAREER CENTER</u>
a. Intensive Training	<ul style="list-style-type: none"> ▪ Vocational Rehabilitation 	X
b. In-depth interviewing and evaluation	<ul style="list-style-type: none"> ▪ WORKFORCE West Virginia ▪ Vocational Rehabilitation ▪ Other partner agencies as appropriate, dictated by match between client need and agency resources 	X X
c. Development of individual employment plan	<ul style="list-style-type: none"> ▪ WORKFORCE West Virginia ▪ Vocational Rehabilitation 	X X
d. Individual counseling career planning	<ul style="list-style-type: none"> ▪ Employment Service ▪ Vocational Rehabilitation ▪ Career Center Career Coach 	X X X
e. ITA Case management	<ul style="list-style-type: none"> ▪ Career Center Career Coach 	X
f. Short-term prevocational	<ul style="list-style-type: none"> ▪ AE 	X

services	<ul style="list-style-type: none"> ▪ Vocational Rehabilitation 	X
g. Supplemental Financial Assistance	<ul style="list-style-type: none"> ▪ EWCAA (referred by WIOA CC) ▪ Pell Grants and other Scholarships available through Certified Training Providers 	
h. WIOA Registration	<ul style="list-style-type: none"> ▪ WIOA Career Coach ▪ Wagner Peyser (State Set Aside) 	X

TRAINING SERVICES FOR JOB SEEKERS

All One-Stop customers will be have access to all the partner Career Services as outlined in the Workforce Innovation and Opportunity Act of 2014, and so identified on each partner MOU. WIOA funded Greeters, Resource Room Attendants, and Career Coaches will refer customers to any partner service needed by the individual. WDB-funded personnel can refer to approved partner program Career and Training services. Any fee for service activity that is WDB-funded must be approved by the WDB and placed upon the state approved Training Provider List. Free services are listed below.

- A. AE Ready-to-Work Certificate
- B. Spokes
- C. Self-registration in MACC for WorkForce West Virginia customers (assisted by Resource Center Assistants)
- D. Rapid Response Team. The Workforce West Virginia Career Center of South Branch will be part of any Rapid Response Team in accordance with the guidance contained in the Governor's Workforce Investment Division Guidance Policy Letter 02-0, and Workforce WV Informational Notice dated October 4, 2006.

CAREER SERVICES FOR BUSINESS CUSTOMERS

The Career Center is committed to reaching out to business and industry and will be making plans to offer the following services to that important constituency. Some of the services listed below may be offered on a "fee-for-service" basis in the future and clients will be made aware of this at the time.

- A. Career Center System Information:

- Orientation to Career Center System
 - Labor Market Information
 - Center Performance Information
 - Regulatory Information i.e. Child Labor laws, safety/OSHA regs, required posters, etc
 - ADA compliance and accommodation information
 - Unemployment Insurance Information
 - Tax Credit Information, application & processing
 - Support Services Information
 - Information on & referral to business start-up, retention and expansion services
 - Rapid response to mass layoffs or plant closings
- B. Employee Recruitment Services
- C. Business oriented “lending library” (in partnership with the College’s SBDC)
- E. Job Bank/Labor Exchange (listing and matching, job orders accepted by fax, phone, mail or electronic)
- F. Pre-Employment Testing Services – TABE (measure reading & math competency)
- G. West Virginia Job Link
- H. Job Fairs
- I. Business Services Team *The Implementation Team also serves as the Business Services Team*
- Inventory of services available to business and industry
 - Coordination of such services
 - Labor exchange services, testing, training, economic development assistance, temporary assistance, etc.
 - Space Utilization
 - Employer Advisory Committee

PERFORMANCE GOALS AND STANDARDS

Quality services will be delivered through the WorkForce West Virginia Career Center of South Branch through a system of integration, cooperation, collaboration and cross informing of the participating partners. Regular meetings will be held amongst the partner agency representatives who work at the Center (Implementation Team.) The Implementation Team meetings are held to network and cross inform each other about each other’s services and also strategize for greater collaboration. The goal of the center partners is that each customer is directed through the system so that he or she receives uninterrupted services.

In addition, the MACC system will track certain important information that will assist the Region VII WDB in its monitoring of the Career Centers to be certain that the Martinsburg and South Branch Career Center systems meets DOL, WDB, Consortium and partner performance standards.

Surveys will be administered with Center customers on a regular basis. We will use these surveys to evaluate, change and improve our processes.

CENTER OPERATING BUDGET

The budget will be based on WDB funding allocations and partner contribution.

MARKETING PLAN

The Career Center is committed to publicizing its programs and services to increase usage and access. Any marketing effort that utilizes the "WorkForce West Virginia" logo will be submitted to the WDB for review.

Job Fairs:

Throughout the plan year, the Career Center will be involved in job fairs as necessary to help businesses locate potential employees, and help to make the Career Center more visible in the local community.

Media:

The Management Consortia will explore the possibility of writing a regular editorial for local newspapers and/or a radio call-in show for local radio stations. The content of this publicity will focus on information for job seekers as well as personnel issues for businesses. All media releases for joint Consortia activities must be approved by Management Consortia.

CONTRACTING ARRANGEMENTS

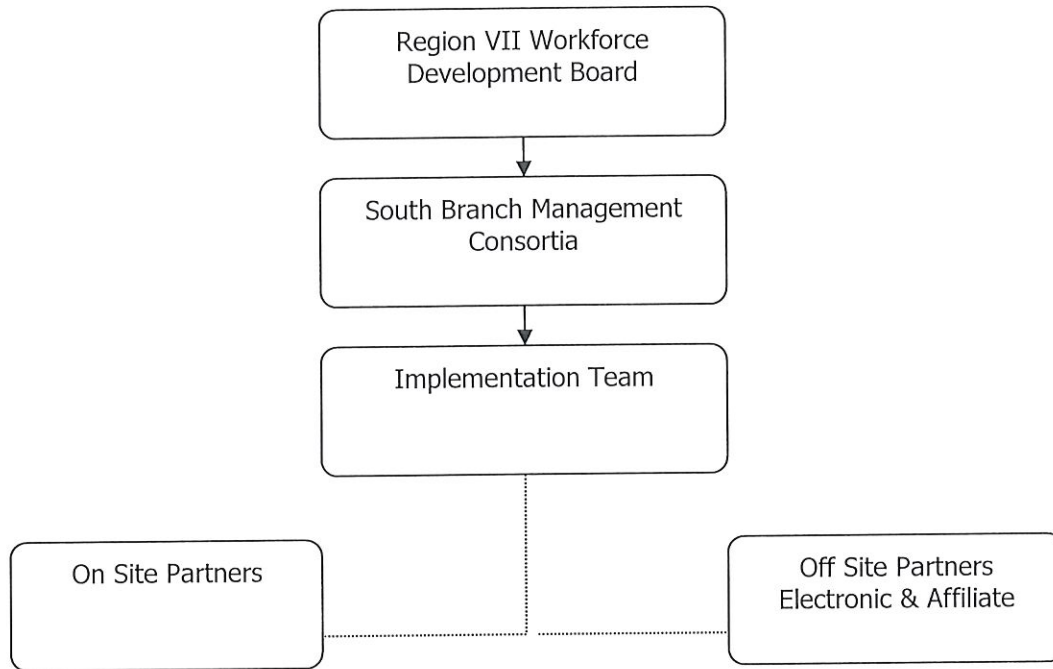
As illustrated by the Organizational Chart (see appendix), the South Branch Consortium is the official operator under the consent and signature of the Region VII WDB and Management Consortia partners.

The WDB has appointed Eastern WV Community Action Agency as its fiscal agent for the financial management of the Career Center. On behalf of the Career Center, Eastern WV Community Action Agency will bill the Region VII WDB for its financial obligations with regards to Career Center operations (as described in the attached budget) based on the agreement between the WDB and EWVCAA as described in this Business Plan. All fees charged by the Career Center to the WDB for the management and operation of the Career Centers will be paid by the WDB to Eastern WV Community Action Agency who will accept such payments on behalf of the Career Center. All Career Center financial obligations that are funded by Region VII financial contributions (as described in the attached budget) will be paid by Eastern WV Community Action Agency on behalf of the Career Center. The fee paid by the WDB to the Consortium, through their fiscal agent, is a reimbursement based on actual incurred expenses within the line item budget submitted with this Business Plan. Advance payment in the amount of an agreed upon amount will be made to the fiscal agent who will submit monthly invoices as outlined elsewhere in this plan.

CONCLUSION

The Region VII WorkForce West Virginia Career Center of South Branch is committed to re-designing the way in which the Career Centers are managed and coordinated. By implementing a management structure with a clear division of duties, responsibilities and powers, and placing the day-to-day Center management under a clear coordination structure, the Career Center is confident that it can become model Career Center that will be replicated across the country.

**WorkForce West Virginia Career Center of South Branch
Organizational Chart Attachment**



MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN JOB CENTER (ONE-STOP) PARTNERS

THE REGION 7 WORKFORCE DEVELOPMENT BOARD

AND

BLUE RIDGE COMMUNITY AND TECHNICAL COLLEGE

A. PURPOSE

This Memorandum of Understanding (MOU) is an agreement between two American Job Center (One-Stop) partners: the Region 7 Workforce Development Board (LWDB) and Blue Ridge Community and Technical College (BRCTC). The goal of the parties to this agreement is to develop and/or deliver integrated career services, core programs and training services, activities, etc. sponsored and offered by BRCTC and LWDB, to be operated within the local One-Stop delivery system. This agreement will coordinate resources to prevent duplication of career services, core programs, activities, etc. and ensure the effective and efficient delivery of career services, core programs and training services, activities, etc. in Region 7, consisting of Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, and Pendleton counties in West Virginia. The parties to this agreement shall coordinate career services, core programs and training services, activities, etc. described herein within the scope of the Workforce Innovation & Opportunity Act (WIOA) of 2014.

B. AMERICAN JOB CENTER SYSTEM DESCRIPTION

The local American Job Center system is designed to accomplish the following:

To cultivate a skilled and capable local workforce that will be integrated and be developed in such a way as to promote economic competitiveness in Workforce Development Region 7.

To ensure eligible individuals will have access to an expanded range of career services, core programs and training services, activities, etc., including education and training, job referrals, employment opportunities, and career information.

To carry out workforce development programs at regional Job Centers.

C. MODIFICATION/ADJUSTMENTS/TERMINATION

Standard language in this MOU can be modified by either party to this MOU with a thirty (30) day written notice. The written notice will include the purpose and effective date of the modification.

Either party to this agreement may terminate/withdraw from this MOU by giving written notice of intent to terminate/withdraw at least sixty (60) calendar days in advance of the effective withdrawal date.

D. SEVERABILITY

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force and either party may renegotiate the terms affected by the severance.

E. DURATION

This MOU shall commence on the date it is executed, which is **July 1, 2022**. In accordance with WIOA, this MOU will be reviewed not less than once every three (3) years to ensure appropriate funding and delivery of career and training programs and services. In accordance with West Virginia State Code 5b-2b-9(e), no MOU may be effective for more than one year without annual reaffirmation by the parties, therefore satisfying the WIOA mandate. All sections of this MOU, including the Financial Arrangement, constitute an Agreement between the parties hereto. No amendment or modification hereof shall be valid unless it is done in accordance with the language that addresses modification in this MOU.

F. TARGET POPULATION GROUPS

Adults, ages 18 and older; Dislocated Workers; and Youth who are between the ages of 14-24 [At least 75% of the LWDB youth funds will be spent on out-of-school youth with 20% of youth funds (regardless of school status) being allocated/spent on work experience activities]; including adults, dislocated workers, and youth with disabilities.

G. SERVICES/ACTIVITIES/PROGRAM(S) TO BE PROVIDED AT EACH LOCAL AMERICAN JOB CENTER

Describe the services, activities, programs, etc. that will be provided by BRCTC to customers at each Job Center in the region.

BRCTC will work with the LWDB to design and implement uniform intake procedures as described in the One-Stop Business Plan. Staff will cooperate and collaborate with One-Stop Director and staff and the Implementation Team. Individual Training Accounts (ITAs) and other contracted training services will be provided as part of the Training Provider Memorandum of Understanding. BRCTC staff is available through direct linkage via technology

Describe the services, activities, programs, etc. that will be provided by the LWDB to customers onsite at each Job Center in the region.

Services, activities, and programs delivered at the One-Stop Centers will be provided in accordance with the ideas and requirements of WIOA and guidance provided by the U.S. Department of Labor. Concordantly, LWDB staff at each Job Center will be expected to: Identify and have a clear understanding of industry skill needs; Identify appropriate strategies for assisting employers and coordinate business services activities across one-stop center partner programs, as appropriate; Offer access to education and training leading to industry-recognized credentials through the use of career pathways, apprenticeships, and other strategies that enable customers, including those with disabilities, to compete successfully in today's global economy; Provide customers, including those with disabilities, as much timely, labor market, job-driven information and choice as possible related to education and training, careers, and service delivery options; Provide career services that motivate, support, and empower customers, including individuals with disabilities, to make informed decisions based on local and regional economic demand and effectively attain their personal employment and

education goals; Value skill development by assessing and improving each individual's basic, occupational, and employability skills.

Describe the manner in which the services will be coordinated and delivered through the One-Stop delivery system.

The LWDB is comprised of representatives from multiple partners and stakeholders throughout the region, including core partners under WIOA. This MOU, developed by LWDB partners identifies the services to be provided at One-Stop centers and assures that these services are provided appropriately. The WIOA core partners are co-located in the comprehensive One-Stop centers throughout the region and consumers can be served by each core partner, or multiple partners, as necessary at these comprehensive sites. Within the One-Stop centers, a person-centered approach ensures that consumers are referred to the appropriate partner or partners based on the individual's needs. When participation begins, an integrated data system is used by the applicable partners to track service provision. Common consumer data can be shared (with consent) by these partners to tailor various services and resources around the individual's needs.

H. METHODS TO ENSURE THE NEEDS OF INDIVIDUALS ARE ADDRESSED

Describe the methods that will be used to ensure the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities are addressed (i.e., Describe how necessary and appropriate access to services, including access to technology and materials, will be made available to these individuals through the One-Stop delivery system).

Each of the One-Stop system partners will have the necessary resources available to assist individuals with barriers to employment, including assistive technology for individuals with disabilities. Each One-Stop center has well-trained staff, equipped with an understanding of the programs at the center and the types of services that each provides. Based on need, One-Stop staff makes a referral to an appropriate partner or partners to begin comprehensive services. The partner makes an assessment of the individual's specific needs and expectations, while also providing an understanding to the potential consumer regarding what services can actually be provided and which needs can be met. The consumer and WIOA partner develop an individualized plan for service delivery and the various partners' resources are used when applicable in the delivery of those services. The lead agency(ies), which develop the plan, monitor service delivery and outcomes, as well as maintain consumer data collection, always keeping a person-centered focus.

I. RESPONSIBILITIES/ASSURANCES OF BRCTC

It is the goal of BRCTC to participate in the American Job Center(s) as a partner. In doing so, BRCTC agrees to the following (if applicable):

Will provide eligible customers access to available career services, core programs, and training programs at regional Job Center(s).

Will participate in the operation of the One-Stop system consistent with terms of the MOU and within the requirements of WIOA.

Will participate in staff sharing and staff-cross training arrangements at common area(s) at the Job Center(s) if applicable and appropriate and under the direction/supervision of the Job Center Operator Manager.

Will be responsible for providing its staff (i.e., employees) with any and all needed/necessary supplies (i.e., participant folders, copy paper, pens, pencils, etc.) while they are working out of a Job Center(s), especially if career services, core programs, activities, etc. are going to be provided on site.

Will provide input in the development of a Job Center(s) procedures, policies, and operational agreement.

Will be responsible, or have employees be responsible, for any and all Job Center(s) parking costs/fees, if applicable.

Will participate in developing an integrated linkage, referral, and client tracking system to be operated through the One-Stop center system.

Will participate in a process of program review and continuous improvement of the Job Center(s).

Will jointly negotiate processes for client flow, assessment/case management services, job development, referrals and placements, staff capacity building, space requirements, standards of operation, and resolution of disputes with other required partners.

Will ensure that its customers adhere to the LWDB approved grievance procedures while at a Job Center(s).

Will use the State-approved logo "American Job Center" on Job Center(s) marketing materials, as appropriate.

Will ensure that its staff (i.e., employees) at the Job Center(s) who are receiving compensation for work performed for the delivery of career services, core programs, activities, etc. under this agreement will, in no manner, be considered LWDB staff/employees.

Will assume liability for its actions and/or the actions of its staff (i.e., employees) while at a Job Center(s).

Will hold harmless, defend, and indemnify all other partners and the LWDB from any and all claims for damages, including costs for attorney fees, resulting in whole or part from the Job Center Operator staff/required partner or its staff (i.e., employees) participation at a Job Center(s).

J. RESPONSIBILITIES/ASSURANCES OF LWDB

Will ensure that a WDB staff member is working at the Job Center(s) at all times during the regular workday.

Will ensure that a full time EEO Counselor is available at the Job Center(s) at all times during the regular workday.

Will make Job Center Operator staff available to required partners on a daily basis. Will develop Job Center(s) procedures, policies, rules, and regulations.

Will oversee and administer an integrated linkage, referral, and client tracking system that will be operated through the American Job Center system.

Will identify the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities. Will ensure individuals have access to career services and core programs, including access to technology and materials that will be made available through the One-Stop delivery system.

Will develop a program review and continuous improvement process for regional Job Center(s).

Will comply with federal, State, and local laws and regulations governing Job Center(s).

Will develop processes for client flow, assessment/case management services, job development, referrals and placements, staff capacity building, space requirements, standards of operation, and resolution of disputes with other required partners.

Will use the State-approved logo "American Job Center" on Job Center marketing materials as well as identify the source of funding, use the disability/EO tag lines, etc., as appropriate.

Will schedule and supervise staff sharing and staff-cross training arrangements at the Job Center(s).

Will permit required partner staff (i.e., employees) access to all common areas at Job Center(s) on a scheduled/regular basis.

Will accept in-kind contributions (fairly evaluated) from philanthropic organizations or other private entities or through other alternative financial options, in an effort to provide a stable and equitable funding stream to support ongoing One-Stop delivery system operations.

K. MUTUAL RESPONSIBILITIES

Will assure compliance with practices, policies, and procedures regarding client confidentiality and data security.

Will assure that career services, core programs, activities, etc. are responsive to the needs of the community through customer and employer surveys, etc.

Will be responsible for compliance with federal, State, and local laws and regulations under the WIOA.

Will ensure compliance with a Drug-Free Workplace Policy.

Will ensure that customers are not exposed to surroundings or work conditions that are unsanitary, hazardous, or dangerous.

Will ensure that staff (i.e., employees) will adhere to Job Center policies and procedures, rules, and regulations.

Will ensure that staff (i.e., employees) will not conduct activities to promote religious or anti-religious actions or for lobbying or political purposes while at Job Center(s).

Will identify a Job Center as the "American Job Center" when greeting customers/answering the telephone at a Job Center(s).

Will identify the needs of the local workforce and the business community and help set priorities for career services, core programs, activities, etc. based on these needs.

Will share technology and client information with other partners, subject to confidentiality constraints and other program limitations.

L. PERFORMANCE/ACCOUNTABILITY

LWDB is responsible for ensuring that services, activities, and program(s) are provided at the Job Center(s) in accordance with the goals, objectives, and local WIOA performance measures for Region 7. BRCTC agrees to support the achievement of the Job Center(s) performance measures, which include applicable WIOA measures and any additional measures established by the LWDB.

M. REFERRAL ARRANGEMENTS

Individuals seeking career services, core programs, and/or training services, activities, etc. may be referred among required partners or to an affiliate partner site. If an individual seeks services, activities, or program(s) at a Job Center(s) rather than at a BRCTC site, services, activities, or program(s) should be made available to him/her without referral to another location.

BRCTC is not expected to route all of its participants through the Job Center(s). Participants may receive referral to appropriate outside training and educational program(s) that have the capacity to serve the participant either on a sequential or concurrent basis.

N. RELEASE OF INFORMATION

Exchanged information among Job Center Operator staff and required partner(s) at a Job Center(s) shall remain private and confidential in accordance with the most restrictive required partner's confidentiality requirements. Job Center Operator staff and BRCTC agree to collect and share information necessary to track the performance of the Job Center(s).

O. RESOURCE SHARING

BRCTC (at Job Centers) will share resources with the other partnering agencies co-located at Job Centers, as appropriate.

P. DESCRIPTION OF FUNDING THROUGH CASH AND IN-KIND CONTRIBUTION* (*by philanthropic organizations or other private entities; to be completed by LWDB)

Please detail cash and in-kind contribution(s) to Job Centers. Also, please detail frequency.

LOCATION OF JOB CENTER	CASH	IN-KIND CONTRIBUTION

Q. INSURANCE

BRCTC and the LWDB will secure and maintain appropriate insurances to protect each other from any losses or claims set forth below which may arise out of or as a result from the party's obligations to perform under this Agreement.

- A. Claims under workers' compensation, disability benefits, and other similar employee benefit acts.
- B. Claims for damages for bodily injury, occupational sickness or disease, or death of an employee of the responsible party.
- C. Claims for damages insured by personal injury liability.
- D. Claims for damages for injury to or destruction of tangible property.

BRCTC and the LWDB, shall produce written proof of the insurance required by the preceding paragraph for not less than the following:

Workers' Compensation – Statutory

- A. Employer's Liability - \$100,000 per occurrence.
- B. Comprehensive General Liability.
 - Bodily injury - \$500,000 per person/\$500,000 per occurrence.
 - Property Damage - \$1,000,000 per occurrence.
 - Personal Injury - \$1,000,000 per occurrence.
- C. Automobile, including owned, non-owned, and hired vehicles.
 - Bodily injury - \$500,000 per person/\$500,000 per occurrence.
 - Property Damage - \$1,000,000 per occurrence.

R. AUDIT

This MOU brings together the resources of multiple funding streams and services, activities, and program(s). Applicable services, activities, and program(s) carried out under the terms and conditions of this MOU are subject to generally accepted accounting principles and to the audit provisions of the individual funding streams. Overall cost sharing and allocation agreements will conform to the rules and regulations that affect the partners at the Job Center(s). Each agency will have an audit, or financial report, completed on an annual basis. A copy of the agency's audit or financial report will be made public by no later than nine (9) months from the end of the program year.

S. DISPUTE AND GRIEVANCE RESOLUTION

Should any disputes or grievances require resolution, it will be the responsibility of the Job Center Operator Manager to seek a resolution. The grieving party will be required to continue to provide agreed upon services, activities, or program(s) at the Job Center(s) while the dispute or grievance is being handled. All disputes and grievances shall be resolved by the Job Center Operator Manager in a timely manner. Should the Job Center Operator staff not be able to resolve a dispute or grievance, the matter will be referred to the LWDB for resolution. Should the Board not be able to resolve dispute or grievance, the matter will be referred to the State Workforce Development Board. The State Workforce Development Board's resolution will be final.

T. MONITORING/OVERSIGHT

LWDB staff and/or designated staff from State and federal entities have the right to regularly monitor all activities under this MOU to ensure compliance with applicable rules and regulations under WIOA. The LWDB will ensure that performance goals are being met, appropriate procedures, controls, and records are being maintained and that the MOU terms and conditions are being fulfilled.

U. EO AND NON-DISCRIMINATION ASSURANCES

Partners shall provide initial and continuing notice that it does not discriminate on any prohibited ground to: applicants, eligible applicants, participants, applicants for employment, employees and members of the public, including those with impaired vision or hearing, and unions or

professional organizations holding collective bargaining or professional agreements with the recipient.

As a condition to the award of financial assistance under WIOA from the Department of Labor the grant applicant assures, with respect to operation of this WIOA funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation & Opportunity Act of 2014, including the Non-traditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; The Age Discrimination Act of 1975, as amended; Title II Subtitle a of the Americans with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

V. INDEMNIFICATION

Both parties to this MOU shall indemnify, defend, and hold harmless the other and all of its officers, agents, and employees, against all claims, damages, losses, and expenses, including but not limited to attorney's fees, directly arising out of or resulting from its performance of this agreement, provided any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property and (2) is caused (a) in whole or in part by any negligent act or omission of the party, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, or (b) in part by any negligent act or omission of the party, anyone directly or indirectly employed by it, or anyone whose acts it may be liable, but, in the latter case, only for an amount proportionate to the negligence. Under no circumstances shall either party be liable to the other for any consequential or incidental damages including, but not limited to, loss of use or loss of profit.

All billings, notices, demands, or other communications shall be in writing and deemed to have been duly given if delivered or mailed, via registered or certified mail, return receipt requested, addressed to the party intended at its address first above written or to such address as the party shall have designated by prior hereto.

W. CERTIFICATION

By signing this agreement, all parties agree that the provisions contained herein are subject to all applicable federal, state, and local laws, regulations or guidelines relating to equal opportunity, non-discrimination, displacement, privacy rights of participants, maintenance of records, and other confidential information relating to the customers. This MOU is of no force or effect until signed by a representative of the partnering agency who has signatory authority. The MOU, once signed, becomes a part of the LWDB's local plan that will be submitted to the WorkForce WV Office for review and approval.

X. SIGNATURES

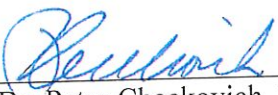
The undersigned hereby agree to this MOU and thereby authorize its execution.



T.J. Van Meter, Executive Director
Region VII Workforce Development Board

2/14/22

Date



Dr. Peter Checkovich, President
Blue Ridge Community and Technical College

2/11/2022

Date

EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE

Blue Ridge Community and Technical College, as a recipient of Workforce Innovation and Opportunity Act (WIOA) financial assistance, shall provide initial and continuing notice that it does not discriminate on any prohibited ground, to: registrants, applicants, eligible applicants/recipients, participants, applicants for employment, employees and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients.

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: Dr. Peter Checkovich

TITLE: President

SIGNATURE: 

DATE: 2/11/2022

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

2/11/2022

Date



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

2/17/22

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN JOB CENTER (ONE-STOP) PARTNERS

THE REGION 7 WORKFORCE DEVELOPMENT BOARD

AND

**THE EASTERN PANHANDLE INSTRUCTIONAL
COOPERATIVE (EPIC) – ADULT EDUCATION**

A. PURPOSE

This Memorandum of Understanding (MOU) is an agreement between two American Job Center (One-Stop) required partners: the Region 7 Workforce Development Board (LWDB) and the Eastern Panhandle Instructional Cooperative (EPIC). The goal of the parties to this agreement is to develop and/or deliver integrated career services, core programs and training services, activities, etc. sponsored and offered by EPIC and LWDB, to be operated within the local One-Stop delivery system. This agreement will coordinate resources to prevent duplication of career services, core programs, activities, etc. and ensure the effective and efficient delivery of career services, core programs and training services, activities, etc. in Region 7, consisting of Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, and Pendleton counties in West Virginia. The parties to this agreement shall coordinate career services, core programs and training services, activities, etc. described herein within the scope of the Workforce Innovation & Opportunity Act (WIOA) of 2014.

B. AMERICAN JOB CENTER SYSTEM DESCRIPTION

The local American Job Center system is designed to accomplish the following:

To cultivate a skilled and capable local workforce that will be integrated and be developed in such a way as to promote economic competitiveness in Workforce Development Region 7.

To ensure eligible individuals will have access to an expanded range of career services, core programs and training services, activities, etc., including education and training, job referrals, employment opportunities, and career information.

To carry out workforce development programs at regional Job Centers.

C. MODIFICATION/ADJUSTMENTS/TERMINATION

Standard language in this MOU can be modified by either party to this MOU with a thirty (30) day written notice. The written notice will include the purpose and effective date of the modification.

Either party to this agreement may terminate/withdraw from this MOU by giving written notice of intent to terminate/withdraw at least sixty (60) calendar days in advance of the effective withdrawal date.

D. SEVERABILITY

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force and either party may renegotiate the terms affected by the severance.

E. DURATION

This MOU shall commence on the date it is executed, which is **July 1, 2022**. In accordance with WIOA, this MOU will be reviewed not less than once every three (3) years to ensure appropriate funding and delivery of career and training programs and services. In accordance with West Virginia State Code 5b-2b-9(e), no MOU may be effective for more than one year without annual reaffirmation by the parties, therefore satisfying the WIOA mandate. All sections of this MOU, including the Financial Arrangement, constitute an Agreement between the parties hereto. No amendment or modification hereof shall be valid unless it is done in accordance with the language that addresses modification in this MOU.

F. TARGET POPULATION GROUPS

Adults, ages 18 and older; Dislocated Workers; and Youth who are between the ages of 14-24 [At least 75% of the LWDB youth funds will be spent on out-of-school youth with 20% of youth funds (regardless of school status) being allocated/spent on work experience activities]; including adults, dislocated workers, and youth with disabilities.

G. SERVICES/ACTIVITIES/PROGRAM(S) TO BE PROVIDED AT EACH LOCAL AMERICAN JOB CENTER

Describe the services, activities, programs, etc. that will be provided by EPIC to customers at each Job Center in the region.

The Eastern Panhandle Instructional Cooperative (EPIC) and /or local AE programs, in cooperation with the West Virginia Adult Education system, can provide basic skills training and services, which may include, but are not limited to: academic and special assessments (e.g. TABE, WorkKeys, Learning Needs Screening (LNS), Adult Education classes, career exploration and job search activities, computer literacy instruction, English as Second Language (ESL) classes, preparation and testing for a high school equivalency diploma, S.P.O.K.E.S. Career Readiness classes; test preparation, and workplace education program classes. EPIC personnel may provide education case management support within the partnership. EPIC students requiring services outside of basic academic skills or essential job readiness may be referred to other agencies or services, as appropriate. Adult education services are available to eligible individuals as defined by the Adult Education and Family Literacy Act, Title II of WIOA. Adult participants must be at least 16 years of age and cannot be enrolled nor required by State law to be enrolled in secondary school. EPIC and local AE programs do not provide direct job placement services for most AE students. EPIC staff will be directly linked to the One-Stop Career Center via technology.

Describe the services, activities, programs, etc. that will be provided by the LWDB to customers onsite at each Job Center in the region.

Services, activities, and programs delivered at the One-Stop Centers will be provided in accordance with the ideas and requirements of WIOA and guidance provided by the U.S. Department of Labor. Concordantly, LWDB staff at each Job Center will be expected to:

Identify and have a clear understanding of industry skill needs; Identify appropriate strategies for assisting employers and coordinate business services activities across one-stop center partner programs, as appropriate; Offer access to education and training leading to industry-recognized credentials through the use of career pathways, apprenticeships, and other strategies that enable customers, including those with disabilities, to compete successfully in today's global economy; Provide customers, including those with disabilities, as much timely, labor market, job-driven information and choice as possible related to education and training, careers, and service delivery options; Provide career services that motivate, support, and empower customers, including individuals with disabilities, to make informed decisions based on local and regional economic demand and effectively attain their personal employment and education goals; Value skill development by assessing and improving each individual's basic, occupational, and employability skills.

Describe the manner in which the services will be coordinated and delivered through the One-Stop delivery system.

The LWDB is comprised of representatives from multiple partners and stakeholders throughout the region, including core partners under WIOA. This MOU, developed by LWDB partners identifies the services to be provided at One-Stop centers and assures that these services are provided appropriately. The WIOA core partners are co-located in the comprehensive One-Stop centers throughout the region and consumers can be served by each core partner, or multiple partners, as necessary at these comprehensive sites. Within the One-Stop centers, a person-centered approach ensures that consumers are referred to the appropriate partner or partners based on the individual's needs. When participation begins, an integrated data system is used by the applicable partners to track service provision. Common consumer data can be shared (with consent) by these partners to tailor various services and resources around the individual's needs.

H. METHODS TO ENSURE THE NEEDS OF INDIVIDUALS ARE ADDRESSED

Describe the methods that will be used to ensure the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities are addressed (i.e., Describe how necessary and appropriate access to services, including access to technology and materials, will be made available to these individuals through the One-Stop delivery system).

Each of the One-Stop system partners will have the necessary resources available to assist individuals with barriers to employment, including assistive technology for individuals with disabilities. Each One-Stop center has well-trained staff, equipped with an understanding of the programs at the center and the types of services that each provides. Based on need, One-Stop staff makes a referral to an appropriate partner or partners to begin comprehensive services. The partner makes an assessment of the individual's specific needs and expectations, while also providing an understanding to the potential consumer regarding what services can actually be provided and which needs can be met. The consumer and WIOA partner develop an individualized plan for service delivery and the various partners' resources are used when applicable in the delivery of those services. The lead agency(ies), which develop the plan, monitor service delivery

and outcomes, as well as maintain consumer data collection, always keeping a person-centered focus.

I. RESPONSIBILITIES/ASSURANCES OF EPIC

It is the goal of EPIC to participate in the American Job Center(s) as a required partner. In doing so, EPIC agrees to the following:

Will provide eligible customers access to available career services, core programs, and training programs at regional Job Center(s).

Will participate in the operation of the One-Stop system consistent with terms of the MOU and within the requirements of WIOA.

Will participate in staff sharing and staff-cross training arrangements at common area(s) at the Job Center(s) if applicable and appropriate and under the direction/supervision of the Job Center Operator Manager.

Will be responsible for providing its staff (i.e., employees) with any and all needed/necessary supplies (i.e., participant folders, copy paper, pens, pencils, etc.) while they are working out of a Job Center(s), especially if career services, core programs, activities, etc. are going to be provided on site.

Will provide input in the development of a Job Center(s) procedures, policies, and operational agreement.

Will be responsible, or have employees be responsible, for any and all Job Center(s) parking costs/fees, if applicable.

Will participate in developing an integrated linkage, referral, and client tracking system to be operated through the One-Stop center system.

Will participate in a process of program review and continuous improvement of the Job Center(s).

Will jointly negotiate processes for client flow, assessment/case management services, job development, referrals and placements, staff capacity building, space requirements, standards of operation, and resolution of disputes with other required partners.

Will ensure that its customers adhere to the LWDB approved grievance procedures while at a Job Center(s).

Will use the State-approved logo "American Job Center" on Job Center(s) marketing materials, as appropriate.

Will ensure that its staff (i.e., employees) at the Job Center(s) who are receiving compensation

for work performed for the delivery of career services, core programs, activities, etc. under this agreement will, in no manner, be considered LWDB staff/employees.

Will assume liability for its actions and/or the actions of its staff (i.e., employees) while at a Job Center(s).

Will hold harmless, defend, and indemnify all other partners and the LWDB from any and all claims for damages, including costs for attorney fees, resulting in whole or part from the Job Center Operator staff/required partner or its staff (i.e., employees) participation at a Job Center(s).

J. RESPONSIBILITIES/ASSURANCES OF LWDB

Will ensure that a WDB staff member is working at the Job Center(s) at all times during the regular workday.

Will ensure that a full time EEO Counselor is available at the Job Center(s) at all times during the regular workday.

Will make Job Center Operator staff available to required partners on a daily basis. Will develop Job Center(s) procedures, policies, rules, and regulations.

Will oversee and administer an integrated linkage, referral, and client tracking system that will be operated through the American Job Center system.

Will identify the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities. Will ensure individuals have access to career services and core programs, including access to technology and materials that will be made available through the One-Stop delivery system.

Will develop a program review and continuous improvement process for regional Job Center(s).

Will comply with federal, State, and local laws and regulations governing Job Center(s).

Will develop processes for client flow, assessment/case management services, job development, referrals and placements, staff capacity building, space requirements, standards of operation, and resolution of disputes with other required partners.

Will use the State-approved logo "American Job Center" on Job Center marketing materials as well as identify the source of funding, use the disability/EO tag lines, etc., as appropriate.

Will schedule and supervise staff sharing and staff-cross training arrangements at the Job Center(s).

Will permit required partner staff (i.e., employees) access to all common areas at Job Center(s) on a scheduled/regular basis.

Will accept in-kind contributions (fairly evaluated) from philanthropic organizations or other private entities or through other alternative financial options, in an effort to provide a stable and equitable funding stream to support ongoing One-Stop delivery system operations.

K. MUTUAL RESPONSIBILITIES

Will assure compliance with practices, policies, and procedures regarding client confidentiality and data security.

Will assure that career services, core programs, activities, etc. are responsive to the needs of the community through customer and employer surveys, etc.

Will be responsible for compliance with federal, State, and local laws and regulations under the WIOA.

Will ensure compliance with a Drug-Free Workplace Policy.

Will ensure that customers are not exposed to surroundings or work conditions that are unsanitary, hazardous, or dangerous.

Will ensure that staff (i.e., employees) will adhere to Job Center policies and procedures, rules, and regulations.

Will ensure that staff (i.e., employees) will not conduct activities to promote religious or anti-religious actions or for lobbying or political purposes while at Job Center(s).

Will identify a Job Center as the "American Job Center" when greeting customers/answering the telephone at a Job Center(s).

Will identify the needs of the local workforce and the business community and help set priorities for career services, core programs, activities, etc. based on these needs.

Will share technology and client information with other partners, subject to confidentiality constraints and other program limitations.

L. PERFORMANCE/ACCOUNTABILITY

LWDB is responsible for ensuring that services, activities, and program(s) are provided at the Job Center(s) in accordance with the goals, objectives, and local WIOA performance measures for Region 7. EPIC agrees to support the achievement of the Job Center(s) performance measures, which include applicable WIOA measures and any additional measures established by the LWDB.

M. REFERRAL ARRANGEMENTS

Individuals seeking career services, core programs, and/or training services, activities, etc. may be referred among required partners or to an affiliate partner site. If an individual seeks services, activities, or program(s) at a Job Center(s) rather than at a EPIC site, services, activities, or program(s) should be made available to him/her without referral to another location.

EPIC is not expected to route all of its participants through the Job Center(s). Participants may receive referral to appropriate outside training and educational program(s) that have the capacity to serve the participant either on a sequential or concurrent basis.

N. RELEASE OF INFORMATION

Exchanged information among Job Center Operator staff and required partner(s) at a Job Center(s) shall remain private and confidential in accordance with the most restrictive required partner's confidentiality requirements. Job Center Operator staff and EPIC agree to collect and share information necessary to track the performance of the Job Center(s).

O. RESOURCE SHARING

EPIC (at Job Centers) will share resources with the other partnering agencies co-located at Job Centers, as appropriate.

P. OPERATIONAL AND INFRASTRUCTURE COSTS

In accordance with WIOA, EPIC will use a portion of its funds to maintain the One-Stop delivery system, which includes covering identified infrastructure costs of Job Center(s) in the region, as appropriate. These costs are based on the following Cost Allocation Plan (CAP):

Operational and infrastructure costs that may be included in EPIC's actual square footage leased/rented amount include:

1. Rent - Actual square footage being leased/rented.
2. Common Space Rent - For usage of all communal office space (i.e., Resource room, bathrooms, walkways, etc.)
3. Utilities/Maintenance
4. Equipment - Includes assessment-related products and assistive technology for individuals with disabilities, copy machine, postage machine, fax machine, desks, chairs, etc.
5. Technology - To facilitate access to the One-Stop Center, including the Center's planning and outreach activities, internet, phone usage, etc.
6. Supplies - Bathroom, hand soap, garbage bags, etc.
7. Dues - Chamber memberships, etc. (this cost will be equally shared with the LWDB)
8. Misc. - Other center-related costs

If there is a failure to reach consensus on the method(s) used to sufficiently determine and fund operational and infrastructure costs of One-Stop center(s) for the program year, the LWDB shall request that the Governor determine EPIC's proportional, fair share contributions to the operational and infrastructure costs of the Job Center(s) in Region 7.

Q. DESCRIPTION OF FUNDING THROUGH CASH AND IN-KIND CONTRIBUTION*

(*by philanthropic organizations or other private entities; to be completed by LWDB)

Please detail cash and in-kind contribution(s) to Job Centers. Also, please detail frequency.

LOCATION OF JOB CENTER	CASH	IN-KIND CONTRIBUTION

R. INSURANCE

EPIC and the LWDB will secure and maintain appropriate insurances to protect each other from any losses or claims set forth below which may arise out of or as a result from the party's obligations to perform under this Agreement.

- A. Claims under workers' compensation, disability benefits, and other similar employee benefit acts.
- B. Claims for damages for bodily injury, occupational sickness or disease, or death of an employee of the responsible party.
- C. Claims for damages insured by personal injury liability.
- D. Claims for damages for injury to or destruction of tangible property.

EPIC and the LWDB, shall produce written proof of the insurance required by the preceding paragraph for not less than the following:

Workers' Compensation – Statutory

- A. Employer's Liability - \$100,000 per occurrence.
- B. Comprehensive General Liability.

- Bodily injury - \$500,000 per person/\$500,000 per occurrence.
- Property Damage - \$1,000,000 per occurrence.
- Personal Injury - \$1,000,000 per occurrence.
- C. Automobile, including owned, non-owned, and hired vehicles.
 - Bodily injury - \$500,000 per person/\$500,000 per occurrence.
 - Property Damage - \$1,000,000 per occurrence.

S. AUDIT

This MOU brings together the resources of multiple funding streams and services, activities, and program(s). Applicable services, activities, and program(s) carried out under the terms and conditions of this MOU are subject to generally accepted accounting principles and to the audit provisions of the individual funding streams. Overall cost sharing and allocation agreements will conform to the rules and regulations that affect the partners at the Job Center(s). Each agency will have an audit, or financial report, completed on an annual basis. A copy of the agency's audit or financial report will be made public by no later than nine (9) months from the end of the program year.

T. DISPUTE AND GRIEVANCE RESOLUTION

Should any disputes or grievances require resolution, it will be the responsibility of the Job Center Operator Manager to seek a resolution. The grieving party will be required to continue to provide agreed upon services, activities, or program(s) at the Job Center(s) while the dispute or grievance is being handled. All disputes and grievances shall be resolved by the Job Center Operator Manager in a timely manner. Should the Job Center Operator staff not be able to resolve a dispute or grievance, the matter will be referred to the LWDB for resolution. Should the Board not be able to resolve dispute or grievance, the matter will be referred to the State Workforce Development Board. The State Workforce Development Board's resolution will be final.

U. MONITORING/OVERSIGHT

LWDB staff and/or designated staff from State and federal entities have the right to regularly monitor all activities under this MOU to ensure compliance with applicable rules and regulations under WIOA. The LWDB will ensure that performance goals are being met, appropriate procedures, controls, and records are being maintained and that the MOU terms and conditions are being fulfilled.

V. EO AND NON-DISCRIMINATION ASSURANCES

Partners shall provide initial and continuing notice that it does not discriminate on any prohibited ground to: applicants, eligible applicants, participants, applicants for employment, employees and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipient.

As a condition to the award of financial assistance under WIOA from the Department of Labor the grant applicant assures, with respect to operation of this WIOA funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation & Opportunity Act of 2014, including the Non-traditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; The Age Discrimination Act of 1975, as amended; Title II Subtitle a of the Americans with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

W. INDEMNIFICATION

Both parties to this MOU shall indemnify, defend, and hold harmless the other and all of its officers, agents, and employees, against all claims, damages, losses, and expenses, including but not limited to attorney's fees, directly arising out of or resulting from its performance of this agreement, provided any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property and (2) is caused (a) in whole or in part by any negligent act or omission of the party, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, or (b) in part by any negligent act or omission of the party, anyone directly or indirectly employed by it, or anyone whose acts it may be liable, but, in the latter case, only for an amount proportionate to the negligence. Under no circumstances shall either party be liable to the other for any consequential or incidental damages including, but not limited to, loss of use or loss of profit.


All billings, notices, demands, or other communications shall be in writing and deemed to have been duly given if delivered or mailed, via registered or certified mail, return receipt requested, addressed to the party intended at its address first above written or to such address as the party shall have designated by prior hereto.

X. CERTIFICATION


By signing this agreement, all parties agree that the provisions contained herein are subject to all applicable federal, state, and local laws, regulations or guidelines relating to equal opportunity, non-discrimination, displacement, privacy rights of participants, maintenance of records, and other confidential information relating to the customers. This MOU is of no force or effect until signed by a representative of the partnering agency who has signatory authority. The MOU, once signed, becomes a part of the LWDB's local plan that will be submitted to the WorkForce WV Office for review and approval.

Y. SIGNATURES

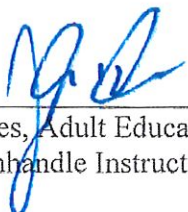
The undersigned hereby agree to this MOU and thereby authorize its execution.



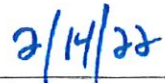
T.J. Van Meter, Executive Director
Region VII Workforce Development Board



Date



John Holmes, Adult Education Director
Eastern Panhandle Instructional Cooperative



Date

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 2/14/22



T.J. Van Meter, Executive Director Region VII WDB Date 2/14/22

EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE

Eastern Panhandle Instructional Cooperative, as a recipient of Workforce Innovation and Opportunity Act (WIOA) financial assistance, shall provide initial and continuing notice that it does not discriminate on any prohibited ground, to: registrants, applicants, eligible applicants/recipients, participants, applicants for employment, employees and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients.

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: John Holmes

TITLE: Adult Education Director

SIGNATURE: 

DATE: 2/14/22

MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN JOB CENTER (ONE-STOP) PARTNERS

THE REGION 7 WORKFORCE DEVELOPMENT BOARD

AND

**EASTERN WEST VIRGINIA COMMUNITY ACTION
AGENCY, INC.**

A. PURPOSE

This Memorandum of Understanding (MOU) is an agreement between two American Job Center (One-Stop) partners: the Region 7 Workforce Development Board (LWDB) and Eastern West Virginia Community Action Agency, Inc. (EWVCAA). The goal of the parties to this agreement is to develop and/or deliver integrated career services, core programs and training services, activities, etc. sponsored and offered by EWVCAA and LWDB, to be operated within the local One-Stop delivery system. This agreement will coordinate resources to prevent duplication of career services, core programs, activities, etc. and ensure the effective and efficient delivery of career services, core programs and training services, activities, etc. in Region 7, consisting of Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, and Pendleton counties in West Virginia. The parties to this agreement shall coordinate career services, core programs and training services, activities, etc. described herein within the scope of the Workforce Innovation & Opportunity Act (WIOA) of 2014.

B. AMERICAN JOB CENTER SYSTEM DESCRIPTION

The local American Job Center system is designed to accomplish the following:

To cultivate a skilled and capable local workforce that will be integrated and be developed in such a way as to promote economic competitiveness in Workforce Development Region 7.

To ensure eligible individuals will have access to an expanded range of career services, core programs and training services, activities, etc., including education and training, job referrals, employment opportunities, and career information.

To carry out workforce development programs at regional Job Centers.

C. MODIFICATION/ADJUSTMENTS/TERMINATION

Standard language in this MOU can be modified by either party to this MOU with a thirty (30) day written notice. The written notice will include the purpose and effective date of the modification.

Either party to this agreement may terminate/withdraw from this MOU by giving written notice of intent to terminate/withdraw at least sixty (60) calendar days in advance of the effective withdrawal date.

D. SEVERABILITY

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force and either party may renegotiate the terms affected by the severance.

E. DURATION

This MOU shall commence on the date it is executed, which is **July 1, 2022**. In accordance with WIOA, this MOU will be reviewed not less than once every three (3) years to ensure appropriate funding and delivery of career and training programs and services. In accordance with West Virginia State Code 5b-2b-9(e), no MOU may be effective for more than one year without annual reaffirmation by the parties, therefore satisfying the WIOA mandate. All sections of this MOU, including the Financial Arrangement, constitute an Agreement between the parties hereto. No amendment or modification hereof shall be valid unless it is done in accordance with the language that addresses modification in this MOU.

F. TARGET POPULATION GROUPS

Adults, ages 18 and older; Dislocated Workers; and Youth who are between the ages of 14-24 [At least 75% of the LWDB youth funds will be spent on out-of-school youth with 20% of youth funds (regardless of school status) being allocated/spent on work experience activities]; including adults, dislocated workers, and youth with disabilities.

G. SERVICES/ACTIVITIES/PROGRAM(S) TO BE PROVIDED AT EACH LOCAL AMERICAN JOB CENTER

Describe the services, activities, programs, etc. that will be provided by EWVCAA to customers at each Job Center in the region.

EWVCAA will work with the LWDB to design and implement uniform intake procedures. Case managers will coordinate referrals through the One-Stop Director and work with the Implementation Team. EWVCAA case managers will provide referrals to the LWDB if a client is eligible for services through WIOA. EWVCAA staff will be both physically located at the One-Stop Career Centers as well as directly linked via technology.

Describe the services, activities, programs, etc. that will be provided by the LWDB to customers onsite at each Job Center in the region.

Services, activities, and programs delivered at the One-Stop Centers will be provided in accordance with the ideas and requirements of WIOA and guidance provided by the U.S. Department of Labor. Concordantly, LWDB staff at each Job Center will be expected to: Identify and have a clear understanding of industry skill needs; Identify appropriate strategies for assisting employers and coordinate business services activities across one-stop center partner programs, as appropriate; Offer access to education and training leading to industry-recognized credentials through the use of career pathways, apprenticeships, and other strategies that enable customers, including those with disabilities, to compete successfully in today's global economy; Provide customers, including those with disabilities, as much timely, labor market, job-driven information and choice as possible related to education and training, careers, and service delivery options; Provide career services that motivate, support, and empower customers, including individuals with disabilities, to make informed decisions based on local and

regional economic demand and effectively attain their personal employment and education goals; Value skill development by assessing and improving each individual's basic, occupational, and employability skills.

Describe the manner in which the services will be coordinated and delivered through the One-Stop delivery system.

The LWDB is comprised of representatives from multiple partners and stakeholders throughout the region, including core partners under WIOA. This MOU, developed by LWDB partners identifies the services to be provided at One-Stop centers and assures that these services are provided appropriately. The WIOA core partners are co-located in the comprehensive One-Stop centers throughout the region and consumers can be served by each core partner, or multiple partners, as necessary at these comprehensive sites. Within the One-Stop centers, a person-centered approach ensures that consumers are referred to the appropriate partner or partners based on the individual's needs. When participation begins, an integrated data system is used by the applicable partners to track service provision. Common consumer data can be shared (with consent) by these partners to tailor various services and resources around the individual's needs.

H. METHODS TO ENSURE THE NEEDS OF INDIVIDUALS ARE ADDRESSED

Describe the methods that will be used to ensure the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities are addressed (i.e., Describe how necessary and appropriate access to services, including access to technology and materials, will be made available to these individuals through the One-Stop delivery system).

Each of the One-Stop system partners will have the necessary resources available to assist individuals with barriers to employment, including assistive technology for individuals with disabilities. Each One-Stop center has well-trained staff, equipped with an understanding of the programs at the center and the types of services that each provides. Based on need, One-Stop staff makes a referral to an appropriate partner or partners to begin comprehensive services. The partner makes an assessment of the individual's specific needs and expectations, while also providing an understanding to the potential consumer regarding what services can actually be provided and which needs can be met. The consumer and WIOA partner develop an individualized plan for service delivery and the various partners' resources are used when applicable in the delivery of those services. The lead agency(ies), which develop the plan, monitor service delivery and outcomes, as well as maintain consumer data collection, always keeping a person-centered focus.

I. RESPONSIBILITIES/ASSURANCES OF EWVCAA

It is the goal of EWVCAA to participate in the American Job Center(s) as a partner. In doing so, EWVCAA agrees to the following (if applicable):

Will provide eligible customers access to available career services, core programs, and training programs at regional Job Center(s).

Will participate in the operation of the One-Stop system consistent with terms of the MOU and within the requirements of WIOA.

Will participate in staff sharing and staff-cross training arrangements at common area(s) at the Job Center(s) if applicable and appropriate and under the direction/supervision of the Job Center Operator Manager.

Will be responsible for providing its staff (i.e., employees) with any and all needed/necessary supplies (i.e., participant folders, copy paper, pens , pencils, etc.) while they are working out of a Job Center(s), especially if career services, core programs, activities, etc. are going to be provided on site.

Will provide input in the development of a Job Center(s) procedures, policies, and operational agreement.

Will be responsible, or have employees be responsible, for any and all Job Center(s) parking costs/fees, if applicable.

Will participate in developing an integrated linkage, referral, and client tracking system to be operated through the One-Stop center system.

Will participate in a process of program review and continuous improvement of the Job Center(s).

Will jointly negotiate processes for client flow, assessment/case management services, job development, referrals and placements, staff capacity building, space requirements, standards of operation, and resolution of disputes with other required partners.

Will ensure that its customers adhere to the LWDB approved grievance procedures while at a Job Center(s).

Will use the State-approved logo "American Job Center" on Job Center(s) marketing materials, as appropriate.

Will ensure that its staff (i.e., employees) at the Job Center(s) who are receiving compensation for work performed for the delivery of career services, core programs, activities, etc. under this agreement will, in no manner, be considered LWDB staff/employees.

Will assume liability for its actions and/or the actions of its staff (i.e., employees) while at a Job Center(s).

Will hold harmless, defend, and indemnify all other partners and the LWDB from any and all claims for damages, including costs for attorney fees, resulting in whole or part from the Job Center Operator staff/required partner or its staff (i.e., employees) participation at a Job Center(s).

J. RESPONSIBILITIES/ASSURANCES OF LWDB

Will ensure that a WDB staff member is working at the Job Center(s) at all times during the regular workday.

Will ensure that a full time EEO Counselor is available at the Job Center(s) at all times during the regular workday.

Will make Job Center Operator staff available to required partners on a daily basis. Will develop Job Center(s) procedures, policies, rules, and regulations.

Will oversee and administer an integrated linkage, referral, and client tracking system that will be operated through the American Job Center system.

Will identify the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities. Will ensure individuals have access to career services and core programs, including access to technology and materials that will be made available through the One-Stop delivery system.

Will develop a program review and continuous improvement process for regional Job Center(s).

Will comply with federal, State, and local laws and regulations governing Job Center(s).

Will develop processes for client flow, assessment/case management services, job development, referrals and placements, staff capacity building, space requirements, standards of operation, and resolution of disputes with other required partners.

Will use the State-approved logo "American Job Center" on Job Center marketing materials as well as identify the source of funding, use the disability/EO tag lines, etc., as appropriate.

Will schedule and supervise staff sharing and staff-cross training arrangements at the Job Center(s).

Will permit required partner staff (i.e., employees) access to all common areas at Job Center(s) on a scheduled/regular basis.

Will accept in-kind contributions (fairly evaluated) from philanthropic organizations or other private entities or through other alternative financial options, in an effort to provide a stable and equitable funding stream to support ongoing One-Stop delivery system operations.

K. MUTUAL RESPONSIBILITIES

Will assure compliance with practices, policies, and procedures regarding client confidentiality and data security.

Will assure that career services, core programs, activities, etc. are responsive to the needs of the community through customer and employer surveys, etc.

Will be responsible for compliance with federal, State, and local laws and regulations under the WIOA.

Will ensure compliance with a Drug-Free Workplace Policy.

Will ensure that customers are not exposed to surroundings or work conditions that are unsanitary, hazardous, or dangerous.

Will ensure that staff (i.e., employees) will adhere to Job Center policies and procedures, rules, and regulations.

Will ensure that staff (i.e., employees) will not conduct activities to promote religious or anti-religious actions or for lobbying or political purposes while at Job Center(s).

Will identify a Job Center as the "American Job Center" when greeting customers/answering the telephone at a Job Center(s).

Will identify the needs of the local workforce and the business community and help set priorities for career services, core programs, activities, etc. based on these needs.

Will share technology and client information with other partners, subject to confidentiality constraints and other program limitations.

L. PERFORMANCE/ACCOUNTABILITY

LWDB is responsible for ensuring that services, activities, and program(s) are provided at the Job Center(s) in accordance with the goals, objectives, and local WIOA performance measures for Region 7. EWVCAA agrees to support the achievement of the Job Center(s) performance measures, which include applicable WIOA measures and any additional measures established by the LWDB.

M. REFERRAL ARRANGEMENTS

Individuals seeking career services, core programs, and/or training services, activities, etc. may be referred among required partners or to an affiliate partner site. If an individual seeks services, activities, or program(s) at a Job Center(s) rather than at a EWVCAA site, services, activities, or program(s) should be made available to him/her without referral to another location.

EWVCAA is not expected to route all of its participants through the Job Center(s). Participants may receive referral to appropriate outside training and educational program(s) that have the capacity to serve the participant either on a sequential or concurrent basis.

N. RELEASE OF INFORMATION

Exchanged information among Job Center Operator staff and required partner(s) at a Job Center(s) shall remain private and confidential in accordance with the most restrictive required partner's confidentiality requirements. Job Center Operator staff and EWVCAA agree to collect and share information necessary to track the performance of the Job Center(s).

O. RESOURCE SHARING

EWVCAA (at Job Centers) will share resources with the other partnering agencies co-located at Job Centers, as appropriate

P. DESCRIPTION OF FUNDING THROUGH CASH AND IN-KIND CONTRIBUTION* (*by philanthropic organizations or other private entities; to be completed by LWDB)

Please detail cash and in-kind contribution(s) to Job Centers. Also, please detail frequency.

LOCATION OF JOB CENTER	CASH	IN-KIND CONTRIBUTION

Q. INSURANCE

EWVCAA and the LWDB will secure and maintain appropriate insurances to protect each other from any losses or claims set forth below which may arise out of or as a result from the party's obligations to perform under this Agreement.

- A. Claims under workers' compensation, disability benefits, and other similar employee benefit acts.
- B. Claims for damages for bodily injury, occupational sickness or disease, or death of an employee of the responsible party.
- C. Claims for damages insured by personal injury liability.
- D. Claims for damages for injury to or destruction of tangible property.

EWVCAA and the LWDB, shall produce written proof of the insurance required by the preceding paragraph for not less than the following (if applicable):

Workers' Compensation – Statutory

- A. Employer's Liability - \$100,000 per occurrence.
- B. Comprehensive General Liability.
 - Bodily injury - \$500,000 per person/\$500,000 per occurrence.
 - Property Damage - \$1,000,000 per occurrence.
 - Personal Injury - \$1,000,000 per occurrence.
- C. Automobile, including owned, non-owned, and hired vehicles.
 - Bodily injury - \$500,000 per person/\$500,000 per occurrence.
 - Property Damage - \$1,000,000 per occurrence.

R. AUDIT

This MOU brings together the resources of multiple funding streams and services, activities, and program(s). Applicable services, activities, and program(s) carried out under the terms and conditions of this MOU are subject to generally accepted accounting principles and to the audit provisions of the individual funding streams. Overall cost sharing and allocation agreements will conform to the rules and regulations that affect the partners at the Job Center(s). Each agency will have an audit, or financial report, completed on an annual basis. A copy of the agency's audit or financial report will be made public by no later than nine (9) months from the end of the program year.

S. DISPUTE AND GRIEVANCE RESOLUTION

Should any disputes or grievances require resolution, it will be the responsibility of the Job Center Operator Manager to seek a resolution. The grieving party will be required to continue to provide agreed upon services, activities, or program(s) at the Job Center(s) while the dispute or grievance is being handled. All disputes and grievances shall be resolved by the Job Center Operator Manager in a timely manner. Should the Job Center Operator staff not be able to resolve a dispute or grievance, the matter will be referred to the LWDB for resolution. Should the Board not be able to resolve dispute or grievance, the matter will be referred to the State Workforce Development Board. The State Workforce Development Board's resolution will be final.

T. MONITORING/OVERSIGHT

LWDB staff and/or designated staff from State and federal entities have the right to regularly monitor all activities under this MOU to ensure compliance with applicable rules and regulations under WIOA. The LWDB will ensure that performance goals are being met, appropriate procedures, controls, and records are being maintained and that the MOU terms and conditions are being fulfilled.

U. EO AND NON-DISCRIMINATION ASSURANCES

Partners shall provide initial and continuing notice that it does not discriminate on any prohibited ground to: applicants, eligible applicants, participants, applicants for employment, employees and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipient.

As a condition to the award of financial assistance under WIOA from the Department of Labor the grant applicant assures, with respect to operation of this WIOA funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation & Opportunity Act of 2014, including the Non-traditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; The Age Discrimination Act of 1975, as amended; Title II Subtitle a of the Americans with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

V. INDEMNIFICATION

Both parties to this MOU shall indemnify, defend, and hold harmless the other and all of its officers, agents, and employees, against all claims, damages, losses, and expenses, including but not limited to attorney's fees, directly arising out of or resulting from its performance of this agreement, provided any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property and (2) is caused (a) in whole or in part by any negligent act or omission of the party, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, or (b) in part by any negligent act or omission of the party, anyone directly or indirectly employed by it, or anyone whose acts it may be liable, but, in the latter case, only for an amount proportionate to the negligence. Under no circumstances shall either party be liable to the other for any consequential or incidental damages including, but not limited to, loss of use or loss of profit.

All billings, notices, demands, or other communications shall be in writing and deemed to have been duly given if delivered or mailed, via registered or certified mail, return receipt requested, addressed to the party intended at its address first above written or to such address as the party shall have designated by prior hereto.

W. CERTIFICATION

By signing this agreement, all parties agree that the provisions contained herein are subject to all applicable federal, state, and local laws, regulations or guidelines relating to equal opportunity, non-discrimination, displacement, privacy rights of participants, maintenance of records, and other confidential information relating to the customers. This MOU is of no force or effect until signed by a representative of the partnering agency who has signatory authority. The MOU, once signed, becomes a part of the LWDB's local plan that will be submitted to the WorkForce WV Office for review and approval.

X. SIGNATURES

The undersigned hereby agree to this MOU and thereby authorize its execution.



T.J. Van Meter, Executive Director
Region VII Workforce Development Board

5/25/22
Date



Matthew Hinkle, Chief Executive Officer
Eastern West Virginia Community Action Agency, Inc.

5-16-2022
Date

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



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



Date

EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE

Eastern West Virginia Community Action Agency, Inc., as a recipient of Workforce Innovation and Opportunity Act (WIOA) financial assistance, shall provide initial and continuing notice that it does not discriminate on any prohibited ground, to: registrants, applicants, eligible applicants/recipients, participants, applicants for employment, employees and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients.

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: Matthew Hinkle

TITLE: Chief Executive Officer

SIGNATURE: 

DATE: 5-16-2022