

MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN JOB CENTER (ONE-STOP) PARTNERS

**THE REGION 7 WORKFORCE DEVELOPMENT BOARD**

**AND**

**EASTERN WEST VIRGINIA 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 Eastern West Virginia Community and Technical College (EWCCTC). 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 EWCCTC 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 thirty (30) 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, 2023**. 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 EWVCTC to customers at each Job Center in the region.

EWVCTC 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. EWVCTC 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 EWVCTC

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

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 (if applicable).

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. EWVCTC 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 EWVCTC site, services, activities, or program(s) should be made available to him/her without referral to another location.

EWVCTC 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 EWVCTC agree to collect and share information necessary to track the performance of the Job Center(s).

O. RESOURCE SHARING

EWVCTC (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

EWVCTC 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.

EWVCTC 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.

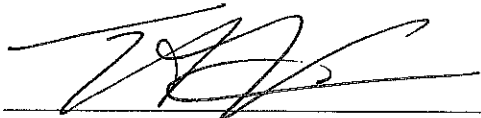
All billings, notices, demands, or other communications shall be in writing and deemed to have been duly given if delivered or mailed, via registered or certified mail, return receipt requested, addressed to the party intended at its address first above written or to such address as the party shall have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

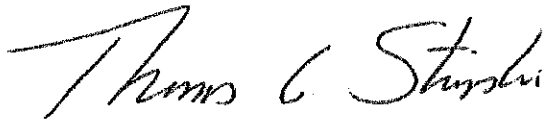
X. SIGNATURES

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



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

4/17/23  
Date



\_\_\_\_\_  
Dr. Thomas Striplin, President  
Eastern West Virginia Community and Technical College

4/17/2023

\_\_\_\_\_  
Date

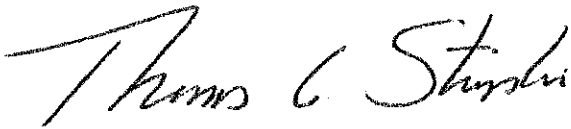
**ADMINISTRATIVE ASSURANCES**  
**Title 1 of the Workforce Innovation and Opportunity Act of 2014**

**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.

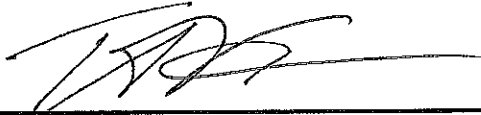


4/14/2023

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Agency Head or Designee

Date



4/17/23

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

Date

## EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE

**Eastern West Virginia 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;

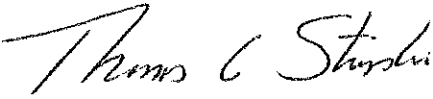
The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

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. Thomas Striplin

TITLE: President

SIGNATURE: 

DATE: 4/17/2023

MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN JOB CENTER (ONE-STOP) PARTNERS

**THE REGION 7 WORKFORCE DEVELOPMENT BOARD**

**AND**

**GRANT COUNTY HOUSING AUTHORITY (HUD)**

## 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 Grant County Housing Authority (GCHA). 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 GCHA 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.

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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 GCHA to customers onsite at each Job Center in the region.

GCHA will foster and promote the interests of public housing and assisted housing in the State of West Virginia. The GCHA sponsors educational meetings and workshops and encourages networking and communication between partner agencies. The GCHA will encourage the private construction of housing for low and moderate income families and encourage the public and private upgrading of urban and rural areas. The GCHA will work with partner agencies to promote cooperation between local housing agencies and appropriate federal, state, and local agencies on affordable housing issues. GCHA 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 GCHA

It is the goal of GCHA to participate in the American Job Center(s) as a required partner. In doing so, GCHA 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. GCHA 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 GCHA site, services, activities, or program(s) should be made available to him/her without referral to another location.

GCHA 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 GCHA agree to collect and share information necessary to track the performance of the Job Center(s).

#### O. RESOURCE SHARING

GCHA (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, GCHA 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 WVDRS' 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 GCHA'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**

GCHA 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.

GCHA 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.

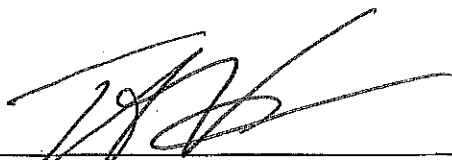
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Y. SIGNATURES

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

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

3/6/23  
Date

  
\_\_\_\_\_  
Dennis Rogers, Executive Director

2-23-2023  
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 2-23-2023  
Date

  
\_\_\_\_\_  
T.J. Van Meter, Executive Director Region VII WDB 3/6/23  
Date

## EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE

**Grant County Housing Authority**, 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: Dennis Rogers

TITLE: Executive Director

SIGNATURE: *Dennis Rogers* ED GCHA

DATE: 2-23-2023

MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN JOB CENTER (ONE-STOP) PARTNERS

**THE REGION 7 WORKFORCE DEVELOPMENT BOARD**

**AND**

**THE HARPERS FERRY JOB CORPS**

**(Non-Financial)**

## 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 Harpers Ferry Job Corps. 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 Job Corps 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, 2023**. 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 Job Corps to customers at each Job Center in the region.

Job Corps will recruit through the Job Corps Outreach and Admissions Counselor for the following primary Center programs: Brick Masonry, Office Administration, Carpentry, Cement Masonry, Information Technology, and Adult Education and High School Diploma programs. The Job Corps Outreach and Admissions Counselor will be responsible for the initial assessment and screening of applicants. For the first 60 days, follow-up will be done to help insure retention in the applicant's training program. The training of eligible youth admitted to Job Corps will occur at the Harpers Ferry Job Corp Center. Job Corps 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 JOB CORPS

It is the goal of Job Corps to participate in the American Job Center(s) as a required partner. In doing so, Job Corps 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. Job Corps 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 Job Corps site, services, activities, or program(s) should be made available to him/her without referral to another location.

Job Corps 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 Job Corps agree to collect and share information necessary to track the performance of the Job Center(s).

#### O. RESOURCE SHARING

Job Corps (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, Job Corps 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 Job Corps' 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 Job Corp'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
Harpers Ferry Job Corps	None	None
	None	None
	None	None
	None	None

R. INSURANCE

Job Corps 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.

Job Corps 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.

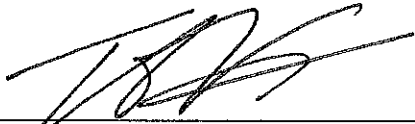
#### X. CERTIFICATION

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

3/6/23  
Date

*Shawn Miller*

\_\_\_\_\_  
Shawn Miller, Center Director  
Harpers Ferry Job Corp

02/27/2023  
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.

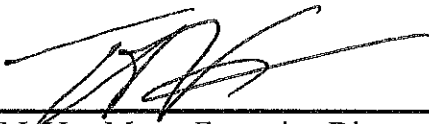
*Shawn Miller*

02/27/2023

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Agency Head or Designee

Date



3/6/23

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

Date

## EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE

**Harpers Ferry Job Corps**, 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: Shawn Miller

TITLE: Center Director

SIGNATURE: Shawn Miller

DATE: 02/27/2023

MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN JOB CENTER (ONE-STOP) PARTNERS

**THE REGION 7 WORKFORCE DEVELOPMENT BOARD**

**AND**

**TELAMON CORPORATION**

## 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 Telamon Corporation. 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 Telamon 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, 2023**. 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

Region VII's target population includes, 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. Telamon's target population includes a subset of Region VII's population which are also NFJP eligible demonstrating that they are eligible Migrant and Seasonal Farmworkers and/or their dependents. MSFW's and their dependents may otherwise meet the qualifications of Mainline Adults, Dislocated Workers, and/or Youth and when appropriate may be dual-enrolled.

#### 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 Telamon to customers at each Job Center in the region.

There will be written referrals to the One-Stops, a proud partner of the American Job Centers, of NFJP customers for dual enrollment when suitable. Telamon will conduct considerable outreach to recruit NFJP-eligible customers. Telamon staff is required to be bilingual in Spanish and English. Most NFJP customers have multiple barriers to employment and require intensive case management and multiple strategies for employment or training success.

Telamon will help customers build skills in on-the-job training, work experience, word readiness, training contracts, and supportive services; furthermore, upon completion of workforce information services, basic and/or individualized services, and/or training services, customers will be referred to employers that need trained and qualified employees. Follow up services are provided for at least 12 months after completion of active services. Telamon 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. One-Stop staff will refer potentially NFJP-eligible customers to Telamon for dual enrollment. The two entities will then work together to determine who will be the primary case manager for the customer.

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 (MACC) 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 TELAMON

It is the goal of Telamon to participate in the American Job Center(s) as a required partner. In doing so, Telamon 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. Telamon 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 Telamon site, services, activities, or program(s) should be made available to him/her without referral to another location.

Telamon 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 Telamon agree to collect and share information necessary to track the performance of the Job Center(s).

#### O. RESOURCE SHARING

Telamon (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, Telamon 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 Telamon'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 Telamon'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**

Telamon 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.

Telamon 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.

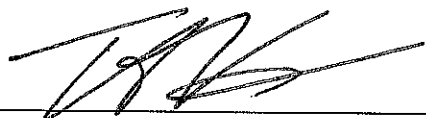
All billings, notices, demands, or other communications shall be in writing and deemed to have been duly given if delivered or mailed, via registered or certified mail, return receipt requested, addressed to the party intended at its address first above written or to such address as the party shall have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

3/6/23  
Date

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3/3/2023

\_\_\_\_\_  
Susan Oney, VP of Workforce & Career Services    Date \_\_\_\_\_  
Telamon Corporation



## 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.

DocuSigned by:

*Susan Oney*

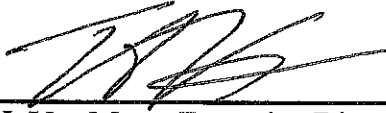
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Agency Head or Designee

Date



3/6/23

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

Date

**EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE**

**Telamon Corporation**, 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: Susan Oney

TITLE: VP of Workforce and Career Services

SIGNATURE: 3/3/2023

DATE: \_\_\_\_\_

DocuSigned by:  
Susan Oney  
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