

# **Attachment BB**

## **Cost Allocation Plan**

Region VII Workforce Development Board  
and  
Martinsburg and South Branch One Stop Career Centers  
Cost Allocation Plan

Purpose/General Statements

The purpose of this cost allocation plan is to summarize, in writing, the methods and procedures that this organization will use to allocate costs to various programs, grants, contracts, and agreements. The Agency will be hereafter referred to as Region VII WDB.

2 CFR 200 "Uniform Grant Guidance" establishes the principles for determining costs of grants, contracts, and other agreements with the Federal Government. Region VII WDB's Cost Allocation Plan is based on the Direct Allocation method described in 2 CFR 200. The Direct Allocation Method treats all costs as direct costs except general administration and general expenses.

Direct Costs are those that can be identified specifically with a particular final cost objective. Shared costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

Only costs that are allowable, in accordance with the cost principles, will be allocated to benefitting programs by Region VII WDB. Region VII WDB and the Martinsburg and South Branch One Stop Career Centers are predominantly funded by WIOA Adult, Dislocated Worker, and Youth grants. When funding outside the WIOA funding stream becomes available this cost allocation plan will be applicable.

Region VII WDB and the Martinsburg and South Branch One Stop Career Centers have Fiscal Management agreements with Eastern Action (Eastern West Virginia Community Action Agency Inc.).

General Approach

Region VII Workforce Development Board

The general approach of Region VII WDB in allocating costs to particular grants and contracts is as follows:

1. All allowable direct costs are charged directly to programs, grants, activity, etc.
2. Allowable direct costs that can be identified to more than one program, are prorated individually as direct costs using a base most appropriate to the particular cost being prorated.
  - a. For example, supplies for a resume writing class when the number of Adult and Dislocated Worker participants is known.

3. All other allowable shared costs (costs that benefit all programs and cannot be identified to a specific program) will be allocated to programs, grants, etc. based upon participant numbers as of the last day of the previous calendar quarter.

#### Administrative Costs

Administrative costs are defined by 20 CFR 683.215-attached

All administrative costs will be allocated to programs, grants, etc. based upon participant numbers as of the last day of the previous calendar quarter.

#### Martinsburg and South Branch One Stop Career Center

The general approach of the Martinsburg and South Branch One Stop Career Center is as follows:

1. Due to the nature of the One Stop Career Center model as specified by the WIOA legislation all customers at least have an intake interview to determine eligibility.
2. The Martinsburg and South Branch One Stop Career Centers will only serve participants eligible for WIOA Adult and Dislocated Worker funds.
3. Since it is unknown which (if any) program a customer may be eligible, all One Stop Costs are pooled and allocated based on participant numbers of the WIOA programs from previous quarter.
4. The participant numbers for the allocation will be the number of participants enrolled in the Adult and Dislocated Worker programs for the previous calendar quarter as of the last day of the quarter. This number will be provided to the Fiscal Agent by Region VII WDB staff.
5. All One Stop Career Center costs will be accumulated in a cost pool as incurred during the month and allocated according the number of participants from the previous quarter.
6. In the event there are Youth expenses incurred by the One Stop Career Center, those costs will be directly charged to the Youth Grant.

#### Allocation of Costs

The following information summarizes the procedures that will be used by Region VII WDB and the Martinsburg and South Branch One Stop Career Centers beginning September 1, 2022.

- 1) Compensation for Personal Services – Documented with timesheets showing time distribution for all employees and allocated based on time spent on each program or grant. Salaries and wages are charged directly to the program for which work has been done. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's participants to the total number of participants as of the last day of the previous quarter.
  - i) Fringe benefits (FICA, SUTA, Disability Insurance, Health Insurance, Workers Compensation, and Retirement) are allocated in the same manner as salaries and wages.
  - ii) Annual Leave, holiday, and Sick Leave are all allocated in the same manner as salaries and wages.

- 2) Travel Costs – Allocated based on purpose of travel. All travel costs (local and out of town) are charged directly to the program for which the travel was incurred. Travel costs that benefit more than one program will be allocated to those programs based on the ratio of each program's participants to the total number of participants as of the last day of the previous calendar quarter.
- 3) Professional Services Costs (such as consultants, accounting and auditing services)- Allocated to the program benefiting from the service. All professional service costs are charged to directly to the program for which the service was incurred. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's participants to the total number of participants as of the last day of the previous calendar quarter.
- 4) Office Expense and Supplies (including office supplies and postage) – Allocated based on usage. Expenses used for a specific program will be charged directly to that program. Postage expenses are charged directly to programs to the extent possible. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's participants to the total number of participants as of the last day of the previous calendar quarter.
- 5) Equipment – Region VII WDB depreciates equipment when the initial acquisition cost exceeds \$5,000. Items below \$5,000 are reflected in the supplies category and expensed in the current year. Equipment purchases are made in accordance with Eastern Action's (Region VII WDB's Fiscal Agent) procurement procedures. Depreciation costs are all charged to the appropriate program.
- 6) Printing (including supplies, maintenance and repair) – Expenses are charged directly to programs that benefit from the service. Expenses that benefit more than one program are allocated based on the ratio of the labor hours to total labor hours. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's participants to the total number of participants as of the last day of the previous calendar quarter.
- 7) Insurance- Property and Casualty Insurance is provided as part of Eastern Action's policy. Costs will be allocated to programs based on the ratio of each program's participants to the total number of participants as of the last day of the previous calendar quarter.
- 8) Auto Insurance – Auto insurance costs will be collected in a cost pool and allocated to those programs based on the ratio of each program's participants to the total number of participants as of the last day of the previous calendar quarter.
- 9) Telephone/Communications –Telephone and Internet costs will be expensed directly to a program, if possible. Other telephone, internet or communications expenses that benefit more than one program will be allocated to those programs based on the ratio of each program's participants to the total number of participants as of the last day of the previous calendar quarter.
- 10) Facilities costs for locations that house a single program are charged directly to the program, grant or agreement for the activity being carried on at that location. Any shared Facilities costs for the Region VII WDB and Martinsburg and South Branch One Stop Career Center will be separated based on the ratio of square footage facility cost to the total facility costs. Facility Costs include rent, utilities, trash removal, janitorial etc. Facility Costs will be allocated to those

programs based on the ratio of each program's participants to the total number of participants as of the last day of the previous calendar quarter.

- 11) Training/Conferences/Seminars – Allocated to the program benefiting from the training, conference or seminars. Costs that benefit more than one program will be allocated to those programs based on the ratio of each program's participants to the total number of participants as of the last day of the previous calendar quarter.
- 12) Other Costs (including dues, licenses, fees, etc.) – Costs that benefit a specific program are directly expensed. Other joint costs that benefit more than one program will be allocated to those programs based on the ratio of each program's participants to the total number of participants as of the last day of the previous calendar quarter.
- 13) Unallowable Costs – Costs that are unallowable in accordance with OMB Circular A-122, including alcoholic beverages, bad debts, advertising (other than help wanted ads), contributions, entertainment, fines and penalties will not be charged to a federal award. Lobbying and fundraising costs are unallowable.

This Cost Allocation Plan will be effective September 1, 2022 until updated by the Eastern Action Board of Directors.

This Cost Allocation Plan was approved by the Board of Directors of Eastern Action on August 22, 2022.

# **Attachment CC**

**Contract for Year-Round Youth Provider  
Services and Memorandum of  
Understanding between Region VII  
Workforce Development Board and United  
Way of the Eastern Panhandle**

**CONTRACT FOR YEAR-ROUND YOUTH PROVIDER SERVICES**  
**between**  
**THE UNITED WAY OF THE EASTERN PANHANDLE**  
**and the**  
**REGION VII WORKFORCE DEVELOPMENT BOARD**

In accordance to the Workforce Innovation and Opportunity Act of 2014, this contract for In-School and Out-of-School Youth Programmatic Services is made and entered into by and between The United Way of the Eastern Panhandle and the Region VII Workforce Development Board (WDB). Services identified herein or by reference made herein will commence July 1, 2023 and end June 30, 2024.

**WHEREAS;** the United State Congress has established the Workforce Innovation and Opportunity Act of 2014 (WIOA), and charged the State of West Virginia with the establishment of Workforce Development Board (WDB) to oversee the operation of the WIOA in seven (7) regions throughout the State as determined by the Governor; and

**WHEREAS;** the Governor has designated the counties of Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, and Pendleton to be included in the service delivery area referred to as the Region VII Workforce Development Board; and

**WHEREAS;** Local Elected Officials (LEO) and the Region VII Workforce Development Board (WDB) selected The United Way of the Eastern Panhandle (UWEP) as the provider for In-School and Out-of-School Youth Programmatic Services; identifying services to be performed by UWEP in a Proposal to Provide Services dated January 7, 2021; and

**WHEREAS;** the Region VII WDB, on December 16, 2021, agreed to receive WIOA In-School and Out-of-School Youth Programmatic Services provided by UWEP at a cost not to exceed \$200,000.00. Administrative costs are not to exceed 10% or \$20,000.00 with this contract. Administrative costs not to exceed 10% are allowable under WIOA Law and Uniform Guidance CFR 200 with the following conditions:

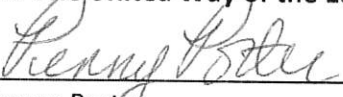
- MOUs between the UWEP and the One-Stop Career Centers will outline the day-to-day coordination, implementation and responsibilities of the Region VII WDB Youth Program.
- In accordance with WIOA law, a minimum of 75% of WIOA Youth funds will be spent on out-of-school youth. The Region VII WDB Youth Program will target at least 75% of time and monies to out-of-school youth. Therefore, 75% of WIOA Youth funds shall be expensed on behalf of registered out-of-school youth participants, programs, activities, or case management on an annual basis. Invoices will reflect In-School or Out-of-School percentages accurately.
- Monthly invoices will reconcile prior cash on hand with current projected WIOA Youth Services costs.

- UWEP will receive payments in the form of either cash advances and /or cost-reimbursements in order to cover operating costs permissible as the WIOA Youth Services Provider.
- UWEP may spend more than \$1,500.00 per registered WIOA youth participant on allowable youth activities. However, no more than \$5,000.00 can be designated for Supportive Service activities unless a signed waiver is in place and approved by the Region VII Workforce Development Board Executive Director.

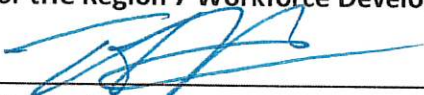
Either party, upon receipt of thirty (30) days written notice from the other party, can rescind this agreement.


We the undersigned, enter into this Agreement on **July 1, 2023**.


**For The United Way of the Eastern Panhandle**

  
\_\_\_\_\_  
Penny Porter Chief Executive Officer

**For the Region 7 Workforce Development Board**

  
\_\_\_\_\_  
T.J. Van Meter Executive Director

  
\_\_\_\_\_  
Layne Diehl Board Chair

  
\_\_\_\_\_  
Bill Clark Chief LEO



### **Federal Award Information**

**Sub Recipient Name:** United Way of the Eastern Panhandle, Inc.

**Sub Recipient DUNS Number:** 175403674

**Federal Award Identification Number:** AA-38563-22-55-A-54

**Federal Award Date:** 7/1/22 – 6/30/24

**Sub Award Period of Performance Start and End Date:** 7/1/23 – 6/30/24

**Amount of Federal Funds Obligated by this Action:** \$200,000.00

**Total Amount of Federal Funds Obligated to the Sub Recipient:** \$200,000.00

**Total Amount of the Federal Award:** \$1,577,962.00

**Federal Award Project Description:** Year-Round Youth Services

17.259 WIOA Youth Formula Grants – States

To help low income youth, between the ages of 14 and 24, acquire the educational and occupational skills, training, and support needed to achieve academic and employment success and successfully transition into careers and productive adulthood.

**Federal Awarding Agency and Pass-Through Entity:** US Department of Labor; WorkForce West Virginia and the Region VII Workforce Development Board (Contact Information: T.J. Van Meter, Executive Director; Phone: 304-530-5258; Email: [tjvanmeter@region7workforce.org](mailto:tjvanmeter@region7workforce.org))

**CFDA Number and Name:** 17.259 WIOA Youth

**Are any federal funds to be used for Research and Development:** No

**Indirect Cost Rate:** None

## Addendum A

### Region VII Workforce Development Board WIOA Youth Services Contract in agreement with United Way of the Eastern Panhandle

According to Section 129(2)(C)(4) of the Workforce Innovation and Opportunity Act of 2014, “not less than 20 percent of the funds allocated to the area as described in paragraph (1) shall be used to provide in-school youth and out-of-school youth with activities under paragraph (2)(C)...paid and unpaid work experiences that have as a component academic and occupational education, which may include:

1. summer employment opportunities and other employment opportunities available throughout the school year,
2. pre-apprenticeship programs;
3. internships and job shadowing; and
4. on-the-job training opportunities.

In accordance with Youth funding for the Region VII WDB during PY 2023/FY 2024, United Way of the Eastern Panhandle agrees that a minimum of **\$49,354.00** will be expensed for the purposes of activities under Section 129 (2)(C) of the Workforce Innovation and Opportunity Act. The **\$49,354.00** shall be expensed from the \$200,000.00 contract for Youth Services held by the United Way of the Eastern Panhandle. The current contract for Youth Services between the Region VII WDB and United Way of the Eastern Panhandle concludes June 30, 2024.

**For United Way of the Eastern Panhandle**


  
\_\_\_\_\_  
Penny Porter, Chief Executive Officer

10-30-23  
Date

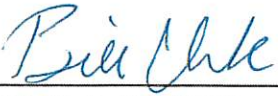
**For the Region VII Workforce Development Board**

  
\_\_\_\_\_  
T.J. Van Meter, Executive Director

6/30/23  
Date

  
\_\_\_\_\_  
Layne Diehl, Board Chair

6/15/23  
Date

  
\_\_\_\_\_  
Bill Clark, Chief LEO

6/29/23  
Date

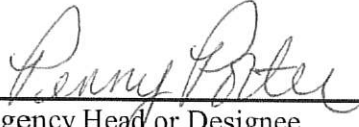
**ADMINISTRATIVE ASSURANCES**  
**Title 1 of the Workforce Innovation and Opportunity Act of 2014**

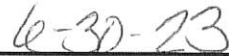
**Any application for use of Title 1 funds under the Workforce Innovation and Opportunity Act (WIOA) or Local Plan for the use of Title 1 WIOA funds must include authorized signature(s) acknowledging acceptance of the following assurances:**

1. Recipients of WIOA funds will maintain sound Fiscal Control and Fund Accounting Procedures to ensure the proper disbursement of, and accounting for, funds through the allotments made under WIOA.
2. Adherence to Section 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and, against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity. By assuring adherence to Section 188 of WIOA, also assures acceptance to **Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972.**
3. Adherence to **Title 11, subtitle A of the American with Disabilities Act of 1990** which prohibits the exclusion, on the basis of disability, from participation in or denial of the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.
4. **Certification Regarding Drug-Free Workplace Requirements (29 CFR subtitle A, Appendix C to part 98):** WIOA funded grantees certify that it will provide a drug-free workplace by notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions taken against employees for violation of such prohibition. Grantees certify that it will make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) of 28 CFR subtitle A, Appendix C to part 98.
5. **Certification Regarding Disbarment and Suspension (29 CFR subtitle A, Appendix A to part 98):** WIOA funded Grantees certify to the best of its knowledge that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency. (a) Have not within a three-year period preceding this period been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, or attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with the commission of any fraud or criminal offences in obtaining or attempting to obtain, or performing a public

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

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

  
\_\_\_\_\_  
Agency Head or Designee

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

## EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE

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;

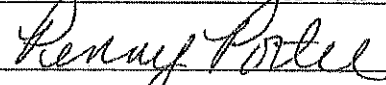
The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

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: Penny Porter

TITLE: Chief Executive Officer for the United Way of the Eastern Panhandle

SIGNATURE: 

DATE: 6-30-23

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**The One-Stop Career Centers of the Region VII Workforce Development Board**  
**and**  
**The United Way of the Eastern Panhandle**

In accordance with Section 121 (c) of the Workforce Innovation and Opportunity Act (WIOA) of 2014, this Memorandum of Understanding (MOU) has been developed, with the agreement of the Chief Local Elected Officials (CLEOs) of the designated Local Workforce Development Area (LWDA), and entered into between the One-Stop Career Centers of the Region VII Workforce Development Board and the United Way of the Eastern Panhandle (UWEP), which intend to work together with respect to the operation of the year-round WIOA Youth Program.

**I. PURPOSE OF THIS MOU**

The purpose of this MOU is to establish a viable framework for the One-Stop Career Centers (OSCCs) and the United Way of the Eastern Panhandle (UWEP) to partner in the delivery of WIOA Youth Services within the WDA known as Region VII.

**II. VISION/MISSION OF THE REGION VII WORKFORCE DEVELOPMENT BOARD**

The goal of the Local Workforce Development Board (LWDB) is to implement a seamless system of service delivery that enhances access to services for all customers. In addition, the WDB seeks to improve long-term employment outcomes for both jobseekers and employers receiving assistance. The objective of this MOU is to outline the process that will incorporate WIOA Youth Services into the functional day-to-day role of the One-Stop Career Centers through the collaboration of the United Way of the Eastern Panhandle (UWEP).

**III. DEFINITION OF RELATIONSHIPS/ROLES OF PARTNERS**

The WIOA clearly identifies the one-stop system as the service delivery system for programs funded under the Act and its partner programs. At the local level, a local OSCC is a site in which partners collaborate to administer workforce investment, education, and other human resource programs. The purpose of this MOU will be to serve as a guide for the delivery of WIOA Youth Services within the framework of the OSCCs to eligible youth with the partnership of UWEP as the contracted provider of WIOA Youth Services Program.

**One-Stop Career Centers:**

1. Through collaboration with the Management Consortium and the One-Stop Career Center Director, the individual OSCC is responsible for identifying, recruiting, enrolling and providing case management services for WIOA eligible youth.
2. It is projected that most youth services will be provided outside of the Career Center. Therefore it is essential that the Career Centers develop efficient partnerships with Adult Education, the public school system, the juvenile justice system, as well as others that work with populations of at-risk youth.
3. Services provided to WIOA eligible youth must be documented on the existing paper in-take forms and submitted to the OSCCs for Mid-Atlantic Career Consortium (MACC) data entry on a weekly basis.
4. OSCCs will provide detailed programmatic reports of all WIOA Youth activities to the Executive Director of the Region VII Workforce Development Board once a month.
5. Youth Case Managers will report directly to the Youth Program Coordinator.



#### **United Way of the Eastern Panhandle:**

1. The UWEP will serve as the contracted provider for the Region VII Workforce Development Board's year-round Youth Services Program. As such, UWEP will be responsible for requesting WIOA youth funds from the LWDB, disbursing WIOA youth funds in accordance with all state and federal regulations, working closely with the OSCCs and their respective Management Consortiums to identify partnership possibilities within the local communities.
2. The UWEP will provide regular financial and program reports to the LWDB and LEOs. Such reports must be provided to the Executive Director of the Region VII Workforce Development Board once a month.
3. UWEP will be billed \$250.00 monthly at each One-Stop Career Center for space utilization, i.e. office space, phone, internet, copier, etc. which will be reimbursable through the contract and not count toward the 10% or \$20,000.00 administrative costs.
4. UWEP will provide annual audit reports to the LWDB and LEOs.
5. Administrative costs, payable to UWEP, cannot exceed 10% or \$20,000.00 with this contract. Administrative costs not to exceed 10% are allowable under WIOA Law and Uniform Guidance CFR 200.
6. Total contract not to exceed \$200,000.00.

#### **IV. WIOA YOUTH SERVICES TO BE PROVIDED IN REGION VII**

The Workforce Innovation and Opportunity Act require that youth be provided fourteen elements:

1. Tutoring
2. Alternative secondary school services
3. Financial Literacy
4. Paid and unpaid work experience/Summer employment opportunities
5. Occupation skill training
6. Leadership development opportunities
7. Support services
8. Adult mentoring
9. Follow-up services for at least 12 month after completion of participation
10. Comprehensive guidance and counseling
11. Entrepreneurial skills training
12. Labor Market and Employment Information
13. Activities to help Youth transition to Post-Secondary Education and Training
14. Preparation Activities and Training for a specific Occupation or Occupational Cluster

#### **V. REFERRAL METHOD FOR CUSTOMERS / YOUTH**

The primary goal of the referral system is the provision of seamless delivery to the customer, in this instance WIOA eligible youth. Youth may be referred by any partner agency via the established One-Stop Career Center methodology. It is the responsibility of the OSCC to track referrals and follow-up with customers as necessary. The OSCCs must provide the UWEP and LWDB with a uniform system of tracking referrals. It is the responsibility of the OSCC case managers to initiate WIOA eligibility for referred youth. All required documentation for WIOA eligibility must be sent to the LWDB staff for final approval and verification. No youth is eligible to receive WIOA funding until final approval



is authorized by WDB staff.

Attn: Matthew Martin, Assistant Executive Director  
151 Robert C. Byrd Industrial Park Road, Suite 2  
Moorefield, WV 26836

#### **VI. PERFORMANCE REQUIREMENTS**

It is agreed that the OSCCs and the UWEP will strive to achieve the following locally-negotiated performance standards of quality service for WIOA Youth (14-24):

1. Employment Rate 2 <sup>nd</sup> Quarter After Exit	64.0%
2. Employment Rate 4 <sup>th</sup> Quarter After Exit	62.0%
3. Credential Attainment	61.0%
4. Median Earnings	\$2,600.00
5. Measurable Skills Gain	35.0%

#### **VII. SERVICE AND OPERATING COSTS**

The UWEP will have two (2) contracted youth case managers, one (1) located at each One-Stop Career Center in Region VII. Youth case managers will provide the day-to-day recruitment and referral points for youth services. The cost of the youth case managers will be cost-reimbursable under the Region VII WDB's Youth Services contract with UWEP. The UWEP will recoup all approved WIOA youth expenses including, but not limited to: operational costs, paid work experiences, stipends, support services, etc., by issuing monthly invoices to the Region VII Workforce Development Board. Payments made to UWEP as the Region VII Youth Services Provider will be made in the form of cash advances and/or cost-reimbursements. Monthly invoices must include In-School and Out of School program activities as well as monthly reconciliations with the previous months' projected costs.

Attn: Matthew Hinkle, Chief Executive Officer  
228 Clay Street  
Moorefield, WV 26836

#### **VIII. BREACH OF MOU**

The following activities may constitute a breach of the MOU:

- A. Failure to pay monies due under the Service and Operating Costs section of this agreement in a timely manner;
- B. Failure to cooperate with the local OSCCs or any other agent of the LWDB with regard to the staffing or operations of the Region VII WDB Youth Program.
- C. Failure to provide timely reports of Youth Activities, including monthly financial statements as well as monthly programmatic updates.

#### **IX. MISCELLANEOUS PROVISIONS**

##### **A. The Mid-Atlantic Career Consortium (MACC)**

The MACC is the computerized system of record keeping that will include a common data repository for Workforce Innovation and Opportunity Act activities. All partners agree to provide all client profiles and WIOA Youth Activities to the OSCCs weekly for

data entry. All partners also agree to treat all data contained in the MACC as confidential. No partner should permit access to the MACC computer resources to, or disclose data to, any persons or entities other than its staff or data users, under any conditions.

**B. Mutual Respect of Organizational Practices**

All partners agree to respect each other's organizational practices and management structures in the provision of services under this agreement.

**C. Indemnification and Liability**

By executing this MOU, each entity agrees to work together to deliver WIOA Youth Services via the One-Stop and other applicable means identified by the One-Stop Director or the One-Stop Management Consortium.

**X. IMPASSE RESOLUTIONS**

In the event that an impasse should arise between the partners and/or the LWDB regarding the terms and conditions, the performance, or administration of this MOU, the following procedure must be initiated: (1) the LWDB and the partners must document the negotiations and efforts that have taken place to resolve the issue; (2) the LWDB Chairperson must meet with the LEOs and/or the UWEP and/or the OSCC to resolve the issue. If an agreement cannot be reached, (3) WorkForce West Virginia may provide assistance in resolving the issue.

**XI. MODIFICATION PROCESS**

Partners may request, in writing, an amendment to the MOU through the LWDB. The LWDB may amend the MOU whenever the Board determines it is appropriate or necessary. In order for any modifications to this MOU to be valid, the changes must be documented in writing, signed, dated under the conditions agreed upon by ALL of the partners, and attached to the original MOU. If any provision of the MOU is held invalid, the remainder of the MOU must not be affected.

**XIII. DURATION OF THE MOU**

This MOU is entered into this 1<sup>st</sup> day of July 2023. This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2024, unless terminated earlier by any of the partners to the agreement. The MOU may be terminated by any of the partners upon 30 days of written notice to the other partners with cause or upon 60 days of written notice to the other partners without cause.

**XIV. EQUAL OPPORTUNITY AND NONDISCRIMINATION OBLIGATIONS**

**Nondiscrimination Clause**

A. The partners to this MOU agree that they will not discriminate in its employment practices or services on the basis of gender, age, race, color, creed, religion, national origin, disability or veteran's status, or on the basis of any other classification protected under state or federal law. The partners to this MOU certify that they are equal opportunity employers, have policies and procedures in place to address these issues, and such policies and procedures have been given to all employees and posted, as required by

law. The partners to this MOU further certify that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues.

- B. The partners to this MOU assure that they will comply with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014. These regulations prohibit discrimination because of race, color, religions, sex, national origin, age, disability, or political affiliation because of race, color, religions, sex, national origin, age, disability, or political affiliation or belief in both participation and employment. In the case of participants only, it prohibits discrimination based on citizenship or his or her participation in any WIOA Title I financially-assisted program or activity.
- C. The partners to this MOU must comply with all State and Federal laws prohibiting discrimination in employment practices and services. In the event of any party's noncompliance with the nondiscrimination clause or with any such laws, as determined by an administrative agency of the state or federal government or a court of competent jurisdiction, this MOU may be terminated or suspended by the LWDB, and other sanctions may be imposed and remedies invoked.
- D. The partners to this MOU must, upon the request of the LWDB or WORKFORCE West Virginia, furnish all necessary employment documents and records to the LWDB or WORKFORCE West Virginia for purposes of investigation to ascertain compliance with the provisions of this clause. In addition, all partners must permit access to its books, records, and accounts if necessary. If the partners to this MOU do not possess documents or records reflecting the necessary information requested, the parties must furnish such information on reporting forms supplied by the LWDB or WORKFORCE West Virginia.
- E. The partners to this MOU will assure that complaints alleging discrimination on any of the above bases will be processed in accordance with 29 CFR Part 37.76. Copies of the complaint procedures developed pursuant to 29 CFR Part 37.76 and approved by the U.S. Department of Labor's Civil Rights Centers will be disseminated to provide detailed instructions on the specific steps to be followed in processing discrimination complaints and the name and telephone number TTY/TTD of the designated EO Officer or designee to handle these complaints in the local One-Stop Career Centers.
- F. The partners to this MOU affirm they are in compliance and will remain in compliance with Federal regulations promulgated under the authority of the Americans With Disabilities Act, including but not limited to 28 CFR Part 35.

**XV. SIGNATURES**

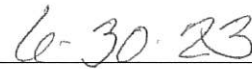
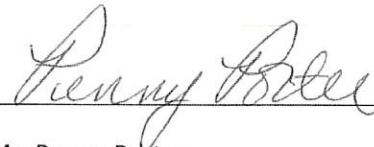
Region VII Workforce Development Board, Executive Director



Mr. T.J. Van Meter

Date

United Way of the Eastern Panhandle, Chief Executive Officer



Ms. Penny Porter

Date

# **Attachment DD**

## **Region VII Training Provider Memorandums of Understanding**

**Region VII  
WORKFORCE DEVELOPMENT BOARD**

**TRAINING PROVIDER  
MEMORANDUM OF UNDERSTANDING  
(MOU)**

THIS AGREEMENT made and entered into this 26<sup>th</sup> day of April, 2018 by and between the West Virginia Region VII Workforce Development Board, referred to herein as the "WDB", and Allegany College of Maryland, herein referred to as the "Training Provider".

**WITNESSETH**

1. **The Parties** - The Region VII Workforce Development Board (WDB) is a non-profit organization organized under the laws of the State of West Virginia to administer and carry out the purposes of the Workforce Innovation and Opportunity Act (WIOA) of 2014 within the 8 county regions which is designated by the State of West Virginia as Region VII. The Training Provider is legally authorized to provide occupational training/educational programs approved by the Region VII Workforce Development Board, being in a regional demand occupation, and listed on the West Virginia State Eligible Training Provider List.
2. **Purpose of the Agreement** - The Agreement establishes the terms and conditions under which the Training Provider shall be eligible to receive WDB funds, under the Workforce Innovation and Opportunity Act of 2014, on behalf of eligible individuals who desire to enroll in occupational training classes or programs offered by the Training Provider. This Agreement shall also outline the Training Provider responsibilities during training and upon completion of training.
3. **Controlling Authority** - This Agreement is being entered into pursuant to the Workforce Innovation and Opportunity Act of 2014 (the "Act"), and all terms and conditions contained herein are subject to such Act and the regulations promulgated thereunder.
4. **Term of Agreement** - This Agreement shall run throughout the term of the Training Provider eligibility, but shall automatically terminate on such date as the Training Provider becomes ineligible to receive funds under the Act. In addition, the Training Provider may terminate this Agreement upon thirty days written notice to the WDB. The WDB may terminate this Agreement upon good cause shown, including the failure of the Training Provider to comply with a material provision of this Agreement. Any change to this Agreement will be in writing and signed by both parties.
5. **Training Provider Assurances** - In Addition to other requirements imposed by this agreement, the Training Provider agrees as follows:
  - A. The Training Provider will not discriminate against any employees, or applicants for training under the program because of race, color, religious creed, national origin, ancestry, age, sex, or on any other basis prohibited by the Workforce Innovation and Opportunity Act.

- B. The Training Provider will provide a lobbying certification certifying that no federally appropriated funds awarded under this Agreement will be used for lobbying activities.
- C. The Training Provider will provide a certification that it is a Drug-Free Workplace in accordance with the requirements of the federal Drug-Free Workplace Act.
- D. The Training Provider certifies that neither it nor its principals are presently debarred, suspended, or declared ineligible from participating in this transaction by any federal department or agency and it has not knowingly entered into any lower tier covered transaction with any such entity, unless authorized by the United States Department of Labor.
- E. The Training Provider certifies that it will comply with the Americans with Disabilities Act in the conduct of its responsibilities under this Agreement.
- F. Per Workforce Development Board requirements, no WIOA eligible student will be recommended eligible to receive WIOA funded training (ITA, OJT, Customized Training, or Contracted Training) unless the individual meets the minimum industry basic skill requirements (score of at least 8.9 on the TABE assessment test, or that equivalent on any other assessment instrument used), whether the requirements be identified by use of TABE, WorkKeys, or any other industry recognized skill standard assessment. Anyone scoring less than the basic skill level will be referred to Adult Education (AE) classes, SPOKES, or other source of remedial training to bring their scores up to the required standards. WIOA will provide all applicable testing.
- G. The Training Provider will provide reports as the school publishes on the student's progress, absences, disciplinary actions, or other information relating to the student or the student's disciplinary actions, or other information relating to the student or the student's progress, level of achievement, and program completion as required in accordance with WDB policies. Documentation required from the Training Provider will include copies of grades, certificates, degrees, awards, and any other proof of student's achievements. WIOA will provide a signed copy of the participant's Release of Information form.
- H. The Training Provider will permit access by personnel from the U.S. Department of Labor, the WorkForce West Virginia Office, and the Region VII WDB to student records and other information to conduct appropriate audits in order to confirm the proper disbursements and utilization of funds provided under the Individual Training Account (ITA). WIOA will provide a signed copy of the participant's Release of Information form.
- I. The Training Provider shall capture and report performance measures in the Mid Atlantic Career Consortium (MACC) computer system, as required by the U.S. Department of Labor and the Region VII Workforce Development Board. The Training Provider must meet the standards established by the Region VII WDB which may include, but are not necessarily limited to the following: completion rates, job placement rates, certification and/or licensure rates (where applicable), wage levels received by placed students, and the six-month retention rate and wage rate of

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

- J. The Training Provider agrees to complete all Workforce Innovation and Opportunity Act (WIOA) forms necessary for the initial enrollment and continued enrollment of WIOA participants. All required enrollment forms, ITA forms, financial aid, and other forms must be received by the WDB fifteen business (15) days prior to the start date of classes. Since these forms must first be reviewed by the WorkForce WV Career Center prior to forwarding to the WDB office, the WorkForce WV Career Center should get all enrollment forms twenty-one (21) days prior to class start date. The WDB will not be responsible for funding student training prior to approval by the WDB of the ITA. The school should not allow any potential WDB student, fully or partially funded WDB Student, to begin classes until the school receives a letter from the WDB approving the training. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.
- K. The Training Provider will require all WIOA participants to complete and submit the Student Financial Aid Request and provide a copy of the Student Financial Award Letter to the appropriate WorkForce-WV Career Center. WIOA funding will be utilized after all other student-training grants have been exhausted (i.e. scholarships, grants, etc.). The Student Financial Award Letter must accompany the Individual Training Account (ITA) or, if the Award Letter is not on hand when the ITA is submitted, a copy of the Student Financial Aid Request must accompany the ITA. Once the Award Letter is received, a copy must be forwarded to the appropriate WorkForce WV Career Center. All other forms of non-repayable financial aid (i.e. Pell, scholarships, VA, DRS, etc.) are to be used prior to billing WIOA for the training received. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.
- L. The Training Provider agrees to the following ITA payment process:
- i. The Training Provider understands that WIOA funding is not an entitlement.
  - ii. Submit for one-half of the semester/term/payment at the beginning of the semester/term/mid-point. The Training Provider may bill at the end of the term.
  - iii. Submit for second one-half payment of semester/term at the semester/term midway point. The Training Provider may bill at the end of the term.
  - iv. Invoices must contain the following information – Participant's full name, social security number, program name, semester/term begin and end date, amount billed and period covered. Accompanying the invoice must be a copy of the student's progress report. WIOA will provide a signed copy of the participant's Release of Information form.
  - v. If the participant drops out of the training program between disbursement periods, the balance will be prorated, unless the student or the school has negotiated other terms with the WDB Director in advance of the separation.
  - vi. Program costs charged by the Training Provider will be based on prices provided by the applicant in the Training Provider application. Any price variation from the prices that are contained in the Training Provider Application will require written justification from the Training Provider.
  - vii. If the Training Provider provides tuition or fee rates less than the application tuition to any WDB sponsored customer, the lower rate will apply.



- viii. The amounts payable to the vendor as tuition and/or fees for each WDB sponsored participant enrolled by the Training Provider, as well as the specific program into which each WDB sponsored customer is to be enrolled, shall be specified on the ITA. Tuition estimates for future terms are acceptable.
  - ix. Training costs approved typically shall not be more than \$4,000 per twelve-month period, up to a maximum of \$6,000 may be approved with prior authorization from the WDB Executive Director. The WDB will not pay for any remedial or pre-requisite classes.
  - x. The Training Provider shall submit a separate bill/invoice for each WDB participant enrolled in accordance with the payment schedule previously outlined in this procedure.
- M. The Training Provider agrees to provide training at its facility referenced in the training provider application.
- N. The Training Provider agrees to promptly notify the WDB, in writing, of a WDB customer's withdrawal, absences in excess of the amount allowable under the school's rules, and unsatisfactory performance.
- O. The Training Provider will notify the WDB upon the participant's successful completion of a training program and provide an official transcript of grades, skill competencies achieved, certificates, degrees, awards, and other performance appraisals. WIOA will provide a signed copy of the participant's Release of Information form.
- P. The Training Provider agrees to notify, in writing, the WDB of any subsequent changes to the ITA (i.e., schedule change, course change, etc.). The training provider understands that failure to report any changes may result in no payment for the class, or possible revocation of the Individual Training Account (ITA). Any change in the student's course requirements must have prior approval of the WDB.
- Q. The Training Provider agrees to retain all records pertinent to a WIB participant, including financial and statistical documentation for a period of three (3) years from the date of completion of training.
- R. The Training Provider understands that no part of the training Program may be assumed by a third party without the prior written approval of the WDB.
- S. The Training Provider will provide employment search support when the training program has been completed, and to report that information to the WDB staff. Continued funding for future WIOA customers is dependent upon placement rates. Placement information should be submitted to the Region VII WDB immediately by use of the forms provided by the WorkForce WV Career Center.
- T. The Training Provider represents that in complying with the ITA, it is an independent agent; it shall not in any manner commit the WDB to any obligation; and it shall not be deemed to be an agent, servant, or employee of the WDB.
- U. Any changes requested or required to the ITA shall be in written form only and shall be signed by both the vendor and the WDB.

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

7. **WDB Funding/Availability of Other Funds** -

A. The Training Provider understands and agrees that funds provided under this Agreement shall be used for job training purposes as permitted under the Act.

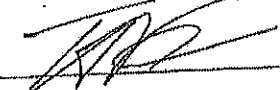
B. The obligation to pay tuition, fees, or other charges under this Agreement shall be specifically contingent on and limited to the availability of funds provided to the Region VII WDB under the Workforce Innovation and Opportunity Act or from other sources, and upon the policies adopted by the Region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

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

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

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

Region VII Workforce Development Board  
A Non-Profit Corporation

By:  4.30.18  
Signature & Date

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

Training Provider  
By: Cynthia Bambara 4/26/18  
Signature & Date

Cynthia Bambara, President  
Name & Title

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

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

1. Recipients of WIOA funds will maintain sound Fiscal Control and Fund Accounting Procedures to ensure the proper disbursement of, and accounting for, funds through the allotments made under WIOA.
2. Adherence to Section 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity. By assuring adherence to Section 188 of WIOA, also assures acceptance to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972.
3. Adherence to Title 11, subtitle A of the American with Disabilities Act of 1990 which prohibits the exclusion, on the basis of disability, from participation in or denial of the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.
4. Certification Regarding Drug-Free Workplace Requirements (29 CFR subtitle A, Appendix C to part 98): WIOA funded grantees certify that it will provide a drug-free workplace by notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions taken against employees for violation of such prohibition. Grantees certify that it will make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) of 28 CFR subtitle A, Appendix C to part 98.
5. Certification Regarding Disbarment and Suspension (29 CFR subtitle A, Appendix A to part 98): WIOA funded Grantees certify to the best of its knowledge that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency. (a) Have not within a three-year period preceding this period been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, or attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with the commission of any fraud or criminal offences in obtaining or attempting to obtain, or performing a public

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

- 6 Certification Regarding Lobbying (29 CFR 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.

Cynthia Bambara 4.26.18  
Agency Head or Designee Date

TJM 4.30.18  
T.J. Van Meter, Executive Director Region VII WDB Date

## EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE

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

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

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

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

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

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

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

TYPED NAME OF AGENCY OFFICIAL: Dr. Cynthia S Bambara

TITLE: President

SIGNATURE: Cynthia S. Bambara

DATE: 4-26-18

**Region VII  
WORKFORCE DEVELOPMENT BOARD**

**TRAINING PROVIDER  
MEMORANDUM OF UNDERSTANDING  
(MOU)**

THIS AGREEMENT made and entered into this 2 day of May 2018 by and between the West Virginia Region VII Workforce Development Board, referred to herein as the "WDB", and Blue Ridge Community and Technical College, herein referred to as the "Training Provider".

WITNESSETH

1. **The Parties** - The Region VII Workforce Development Board (WDB) is a non-profit organization organized under the laws of the State of West Virginia to administer and carry out the purposes of the Workforce Innovation and Opportunity Act (WIOA) of 2014 within the 8 county regions which is designated by the State of West Virginia as Region VII. The Training Provider is legally authorized to provide occupational training/educational programs approved by the Region VII Workforce Development Board, being in a regional demand occupation, and listed on the West Virginia State Eligible Training Provider List.
2. **Purpose of the Agreement** - The Agreement establishes the terms and conditions under which the Training Provider shall be eligible to receive WDB funds, under the Workforce Innovation and Opportunity Act of 2014, on behalf of eligible individuals who desire to enroll in occupational training classes or programs offered by the Training Provider. This Agreement shall also outline the Training Provider responsibilities during training and upon completion of training.
3. **Controlling Authority** - This Agreement is being entered into pursuant to the Workforce Innovation and Opportunity Act of 2014 (the "Act"), and all terms and conditions contained herein are subject to such Act and the regulations promulgated thereunder.
4. **Term of Agreement** - This Agreement shall run throughout the term of the Training Provider eligibility, but shall automatically terminate on such date as the Training Provider becomes ineligible to receive funds under the Act. In addition, the Training Provider may terminate this Agreement upon thirty days written notice to the WDB. The WDB may terminate this Agreement upon good cause shown, including the failure of the Training Provider to comply with a material provision of this Agreement. Any change to this Agreement will be in writing and signed by both parties.
5. **Training Provider Assurances** - In Addition to other requirements imposed by this agreement, the Training Provider agrees as follows:
  - A. The Training Provider will not discriminate against any employees, or applicants for training under the program because of race, color, religious creed, national origin, ancestry, age, sex, or on any other basis prohibited by the Workforce Innovation and Opportunity Act.

- B. The Training Provider will provide a lobbying certification certifying that no federally appropriated funds awarded under this Agreement will be used for lobbying activities.
- C. The Training Provider will provide a certification that it is a Drug-Free Workplace in accordance with the requirements of the federal Drug-Free Workplace Act.
- D. The Training Provider certifies that neither it nor its principals are presently debarred, suspended, or declared ineligible from participating in this transaction by any federal department or agency and it has not knowingly entered into any lower tier covered transaction with any such entity, unless authorized by the United States Department of Labor.
- E. The Training Provider certifies that it will comply with the Americans with Disabilities Act in the conduct of its responsibilities under this Agreement.
- F. Per Workforce Development Board requirements, no WIOA eligible student will be recommended eligible to receive WIOA funded training (ITA, OJT, Customized Training, or Contracted Training) unless the individual meets the minimum industry basic skill requirements (score of at least 8.9 on the TABE assessment test, or that equivalent on any other assessment instrument used), whether the requirements be identified by use of TABE, WorkKeys, or any other industry recognized skill standard assessment. Anyone scoring less than the basic skill level will be referred to Adult Education (AE) classes, SPOKES, or other source of remedial training to bring their scores up to the required standards. WIOA will provide all applicable testing.
- G. The Training Provider will provide reports as the school publishes on the student's progress, absences, disciplinary actions, or other information relating to the student or the student's disciplinary actions, or other information relating to the student or the student's progress, level of achievement, and program completion as required in accordance with WDB policies. Documentation required from the Training Provider will include copies of grades, certificates, degrees, awards, and any other proof of student's achievements. WIOA will provide a signed copy of the participant's Release of Information form.
- H. The Training Provider will permit access by personnel from the U.S. Department of Labor, the WorkForce West Virginia Office, and the Region VII WDB to student records and other information to conduct appropriate audits in order to confirm the proper disbursements and utilization of funds provided under the Individual Training Account (ITA). WIOA will provide a signed copy of the participant's Release of Information form.
- I. The Training Provider shall capture and report performance measures in the Mid Atlantic Career Consortium (MACC) computer system, as required by the U.S. Department of Labor and the Region VII Workforce Development Board. The Training Provider must meet the standards established by the Region VII WDB which may include, but are not necessarily limited to the following: completion rates, job placement rates, certification and/or licensure rates (where applicable), wage levels received by placed students, and the six-month retention rate and wage rate of

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

- J. The Training Provider agrees to complete all Workforce Innovation and Opportunity Act (WIOA) forms necessary for the initial enrollment and continued enrollment of WIOA participants. All required enrollment forms, ITA forms, financial aid, and other forms must be received by the WDB fifteen business (15) days prior to the start date of classes. Since these forms must first be reviewed by the WorkForce WV Career Center prior to forwarding to the WDB office, the WorkForce WV Career Center should get all enrollment forms twenty-one (21) days prior to class start date. The WDB will not be responsible for funding student training prior to approval by the WDB of the ITA. The school should not allow any potential WDB student, fully or partially-funded WDB Student, to begin classes until the school receives a letter from the WDB approving the training. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.
- K. The Training Provider will require all WIOA participants to complete and submit the Student Financial Aid Request and provide a copy of the Student Financial Award Letter to the appropriate WorkForce WV Career Center. WIOA funding will be utilized after all other student-training grants have been exhausted (i.e. scholarships, grants, etc.). The Student Financial Award Letter must accompany the Individual Training Account (ITA) or, if the Award Letter is not on hand when the ITA is submitted, a copy of the Student Financial Aid Request must accompany the ITA. Once the Award Letter is received, a copy must be forwarded to the appropriate WorkForce WV Career Center. All other forms of non-repayable financial aid (i.e. Pell, scholarships, VA, DRS, etc.) are to be used prior to billing WIOA for the training received. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.
- L. The Training Provider agrees to the following ITA payment process:
- i. The Training Provider understands that WIOA funding is not an entitlement.
  - ii. Submit for one-half of the semester/term/payment at the beginning of the semester/term/mid-point. The Training Provider may bill at the end of the term.
  - iii. Submit for second one-half payment of semester/term at the semester/term midway point. The Training Provider may bill at the end of the term.
  - iv. Invoices must contain the following information – Participant's full name, social security number, program name, semester/term begin and end date, amount billed and period covered. Accompanying the invoice must be a copy of the student's progress report. WIOA will provide a signed copy of the participant's Release of Information form.
  - v. If the participant drops out of the training program between disbursement periods, the balance will be prorated, unless the student or the school has negotiated other terms with the WDB Director in advance of the separation.
  - vi. Program costs charged by the Training Provider will be based on prices provided by the applicant in the Training Provider application. Any price variation from the prices that are contained in the Training Provider Application will require written justification from the Training Provider.
  - vii. If the Training Provider provides tuition or fee rates less than the application tuition to any WDB sponsored customer, the lower rate will apply.



- viii. The amounts payable to the vendor as tuition and/or fees for each WDB sponsored participant enrolled by the Training Provider, as well as the specific program into which each WDB sponsored customer is to be enrolled, shall be specified on the ITA. Tuition estimates for future terms are acceptable.
  - ix. Training costs approved typically shall not be more than \$4,000 per twelve-month period, up to a maximum of \$6,000 may be approved with prior authorization from the WDB Executive Director. The WDB will not pay for any remedial or pre-requisite classes.
  - x. The Training Provider shall submit a separate bill/invoice for each WDB participant enrolled in accordance with the payment schedule previously outlined in this procedure.
- M. The Training Provider agrees to provide training at its facility referenced in the training provider application.
- N. The Training Provider agrees to promptly notify the WDB, in writing, of a WDB customer's withdrawal, absences in excess of the amount allowable under the school's rules, and unsatisfactory performance.
- O. The Training Provider will notify the WDB upon the participant's successful completion of a training program and provide an official transcript of grades, skill competencies achieved, certificates, degrees, awards, and other performance appraisals. WIOA will provide a signed copy of the participant's Release of Information form.
- P. The Training Provider agrees to notify, in writing, the WDB of any subsequent changes to the ITA (i.e., schedule change, course change, etc.). The training provider understands that failure to report any changes may result in no payment for the class, or possible revocation of the Individual Training Account (ITA). Any change in the student's course requirements must have prior approval of the WDB.
- Q. The Training Provider agrees to retain all records pertinent to a WDB participant, including financial and statistical documentation for a period of three (3) years from the date of completion of training.
- R. The Training Provider understands that no part of the training Program may be assumed by a third party without the prior written approval of the WDB.
- S. The Training Provider will provide employment search support when the training program has been completed, and to report that information to the WDB staff. Continued funding for future WIOA customers is dependent upon placement rates. Placement information should be submitted to the Region VII WDB immediately by use of the forms provided by the WorkForce WV Career Center.
- T. The Training Provider represents that in complying with the ITA, it is an independent agent; it shall not in any manner commit the WDB to any obligation; and it shall not be deemed to be an agent, servant, or employee of the WDB.
- U. Any changes requested or required to the ITA shall be in written form only and shall be signed by both the vendor and the WDB.

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

7. **WDB Funding/Availability of Other Funds** -

A. The Training Provider understands and agrees that funds provided under this Agreement shall be used for job training purposes as permitted under the Act.

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

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

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

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

**Region VII Workforce Development Board**

A Non-Profit Corporation

By:  5.2.18  
Signature & Date

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

By:  Training Provider  
Signature & Date

Dr. Peter Checkovich, President, 5/2/2018  
Name & Title


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

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

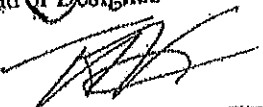
1. Recipients of WIOA funds will maintain sound Fiscal Control and Fund Accounting Procedures to ensure the proper disbursement of, and accounting for, funds through the allotments made under WIOA.
2. Adherence to Section 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination 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 II, 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 Debarment 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 offenses 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 CFR 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

*4/24/2018*  
\_\_\_\_\_  
Date

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

*4.11.18*  
\_\_\_\_\_  
Date

## EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE

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

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

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

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

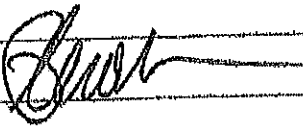
The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

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

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

TYPED NAME OF AGENCY OFFICIAL: Dr. Peter Cheekovich

TITLE: President

SIGNATURE: 

DATE: April 4, 2018

**Region VII  
WORKFORCE DEVELOPMENT BOARD**

**TRAINING PROVIDER  
MEMORANDUM OF UNDERSTANDING  
(MOU)**

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

**WITNESSETH**

1. **The Parties** - The Region VII Workforce Development Board (WDB) is a non-profit organization organized under the laws of the State of West Virginia to administer and carry out the purposes of the Workforce Innovation and Opportunity Act (WIOA) of 2014 within the 8 county regions which is designated by the State of West Virginia as Region VII. The Training Provider is legally authorized to provide occupational training/educational programs approved by the Region VII Workforce Development Board, being in a regional demand occupation, and listed on the West Virginia State Eligible Training Provider List.
2. **Purpose of the Agreement** - The Agreement establishes the terms and conditions under which the Training Provider shall be eligible to receive WDB funds, under the Workforce Innovation and Opportunity Act of 2014, on behalf of eligible individuals who desire to enroll in occupational training classes or programs offered by the Training Provider. This Agreement shall also outline the Training Provider responsibilities during training and upon completion of training.
3. **Controlling Authority** - This Agreement is being entered into pursuant to the Workforce Innovation and Opportunity Act of 2014 (the "Act"), and all terms and conditions contained herein are subject to such Act and the regulations promulgated thereunder.
4. **Term of Agreement** - This Agreement shall run throughout the term of the Training Provider eligibility, but shall automatically terminate on such date as the Training Provider becomes ineligible to receive funds under the Act. In addition, the Training Provider may terminate this Agreement upon thirty days written notice to the WDB. The WDB may terminate this Agreement upon good cause shown, including the failure of the Training Provider to comply with a material provision of this Agreement. Any change to this Agreement will be in writing and signed by both parties.
5. **Training Provider Assurances** - In Addition to other requirements imposed by this agreement, the Training Provider agrees as follows:
  - A. The Training Provider will not discriminate against any employees, or applicants for training under the program because of race, color, religious creed, national origin, ancestry, age, sex, or on any other basis prohibited by the Workforce Innovation and Opportunity Act.

- B. The Training Provider will provide a lobbying certification certifying that no federally appropriated funds awarded under this Agreement will be used for lobbying activities.
- C. The Training Provider will provide a certification that it is a Drug-Free Workplace in accordance with the requirements of the federal Drug-Free Workplace Act.
- D. The Training Provider certifies that neither it nor its principals are presently debarred, suspended, or declared ineligible from participating in this transaction by any federal department or agency and it has not knowingly entered into any lower tier covered transaction with any such entity, unless authorized by the United States Department of Labor.
- E. The Training Provider certifies that it will comply with the Americans with Disabilities Act in the conduct of its responsibilities under this Agreement.
- F. Per Workforce Development Board requirements, no WIOA eligible student will be recommended eligible to receive WIOA funded training (ITA, OJT, Customized Training, or Contracted Training) unless the individual meets the minimum industry basic skill requirements (score of at least 8.9 on the TABE assessment test, or that equivalent on any other assessment instrument used), whether the requirements be identified by use of TABE, WorkKeys, or any other industry recognized skill standard assessment. Anyone scoring less than the basic skill level will be referred to Adult Education (AE) classes, SPOKES, or other source of remedial training to bring their scores up to the required standards. WIOA will provide all applicable testing.
- G. The Training Provider will provide reports as the school publishes on the student's progress, absences, disciplinary actions, or other information relating to the student or the student's disciplinary actions, or other information relating to the student or the student's progress, level of achievement, and program completion as required in accordance with WDB policies. Documentation required from the Training Provider will include copies of grades, certificates, degrees, awards, and any other proof of student's achievements. WIOA will provide a signed copy of the participant's Release of Information form.
- H. The Training Provider will permit access by personnel from the U.S. Department of Labor, the WorkForce West Virginia Office, and the Region VII WDB to student records and other information to conduct appropriate audits in order to confirm the proper disbursements and utilization of funds provided under the Individual Training Account (ITA). WIOA will provide a signed copy of the participant's Release of Information form.
- I. The Training Provider shall capture and report performance measures in the Mid Atlantic Career Consortium (MACC) computer system, as required by the U.S. Department of Labor and the Region VII Workforce Development Board. The Training Provider must meet the standards established by the Region VII WDB which may include, but are not necessarily limited to the following: completion rates; job placement rates, certification and/or licensure rates (where applicable), wage levels received by placed students, and the six-month retention rate and wage rate of

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

- J. The Training Provider agrees to complete all Workforce Innovation and Opportunity Act (WIOA) forms necessary for the initial enrollment and continued enrollment of WIOA participants. All required enrollment forms, ITA forms, financial aid, and other forms must be received by the WDB fifteen business (15) days prior to the start date of classes. Since these forms must first be reviewed by the WorkForce WV Career Center prior to forwarding to the WDB office, the WorkForce WV Career Center should get all enrollment forms twenty-one (21) days prior to class start date. The WDB will not be responsible for funding student training prior to approval by the WDB of the ITA. The school should not allow any potential WDB student, fully or partially funded WDB Student, to begin classes until the school receives a letter from the WDB approving the training. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.
  
- K. The Training Provider will require all WIOA participants to complete and submit the Student Financial Aid Request and provide a copy of the Student Financial Award Letter to the appropriate WorkForce WV Career Center. WIOA funding will be utilized after all other student-training grants have been exhausted (i.e. scholarships, grants, etc.). The Student Financial Award Letter must accompany the Individual Training Account (ITA) or, if the Award Letter is not on hand when the ITA is submitted, a copy of the Student Financial Aid Request must accompany the ITA. Once the Award Letter is received, a copy must be forwarded to the appropriate WorkForce WV Career Center. All other forms of non-repayable financial aid (i.e. Pell, scholarships, VA, DRS, etc.) are to be used prior to billing WIOA for the training received. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.
  
- L. The Training Provider agrees to the following ITA payment process:
  - i. The Training Provider understands that WIOA funding is not an entitlement.
  - ii. Submit for one-half of the semester/term/payment at the beginning of the semester/term/mid-point. The Training Provider may bill at the end of the term.
  - iii. Submit for second one-half payment of semester/term at the semester/term midway point. The Training Provider may bill at the end of the term.
  - iv. Invoices must contain the following information – Participant's full name, social security number, program name, semester/term begin and end date, amount billed and period covered. Accompanying the invoice must be a copy of the student's progress report. WIOA will provide a signed copy of the participant's Release of Information form.
  - v. If the participant drops out of the training program between disbursement periods, the balance will be prorated, unless the student or the school has negotiated other terms with the WDB Director in advance of the separation.
  - vi. Program costs charged by the Training Provider will be based on prices provided by the applicant in the Training Provider application. Any price variation from the prices that are contained in the Training Provider Application will require written justification from the Training Provider.
  - vii. If the Training Provider provides tuition or fee rates less than the application tuition to any WDB sponsored customer, the lower rate will apply.



- viii. The amounts payable to the vendor as tuition and/or fees for each WDB sponsored participant enrolled by the Training Provider, as well as the specific program into which each WDB sponsored customer is to be enrolled, shall be specified on the ITA. Tuition estimates for future terms are acceptable.
  - ix. Training costs approved typically shall not be more than \$4,000 per twelve-month period, up to a maximum of \$6,000 may be approved with prior authorization from the WDB Executive Director. The WDB will not pay for any remedial or pre-requisite classes.
  - x. The Training Provider shall submit a separate bill/invoice for each WDB participant enrolled in accordance with the payment schedule previously outlined in this procedure.
- M. The Training Provider agrees to provide training at its facility referenced in the training provider application.
- N. The Training Provider agrees to promptly notify the WDB, in writing, of a WDB customer's withdrawal, absences in excess of the amount allowable under the school's rules, and unsatisfactory performance.
- O. The Training Provider will notify the WDB upon the participant's successful completion of a training program and provide an official transcript of grades, skill competencies achieved, certificates, degrees, awards, and other performance appraisals. WIOA will provide a signed copy of the participant's Release of Information form.
- P. The Training Provider agrees to notify, in writing, the WDB of any subsequent changes to the ITA (i.e., schedule change, course change, etc.). The training provider understands that failure to report any changes may result in no payment for the class, or possible revocation of the Individual Training Account (ITA). Any change in the student's course requirements must have prior approval of the WDB.
- Q. The Training Provider agrees to retain all records pertinent to a WDB participant, including financial and statistical documentation for a period of three (3) years from the date of completion of training.
- R. The Training Provider understands that no part of the training Program may be assumed by a third party without the prior written approval of the WDB.
- S. The Training Provider will provide employment search support when the training program has been completed, and to report that information to the WDB staff. Continued funding for future WIOA customers is dependent upon placement rates. Placement information should be submitted to the Region VII WDB immediately by use of the forms provided by the WorkForce WV Career Center.
- T. The Training Provider represents that in complying with the ITA, it is an independent agent; it shall not in any manner commit the WDB to any obligation; and it shall not be deemed to be an agent, servant, or employee of the WDB.
- U. Any changes requested or required to the ITA shall be in written form only and shall be signed by both the vendor and the WDB.

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

7. **WDB Funding/Availability of Other Funds** -

A. The Training Provider understands and agrees that funds provided under this Agreement shall be used for job training purposes as permitted under the Act.

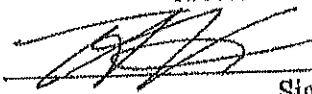
B. The obligation to pay tuition, fees, or other charges under this Agreement shall be specifically contingent on and limited to the availability of funds provided to the Region VII WDB under the Workforce Innovation and Opportunity Act or from other sources, and upon the policies adopted by the Region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

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

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

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

Region VII Workforce Development Board  
A Non-Profit Corporation

By:  4.18.18  
Signature & Date

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

  
By: \_\_\_\_\_ 4-17-18  
Signature & Date

Dr. Charles Terrell, President  
Name & Title

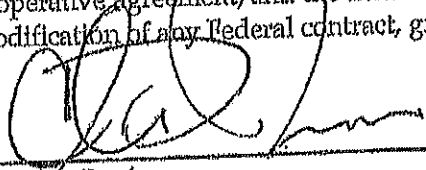
**ADMINISTRATIVE ASSURANCES**  
**Title 1 of the Workforce Innovation and Opportunity Act of 2014**

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

1. Recipients of WIOA funds will maintain sound Fiscal Control and Fund Accounting Procedures to ensure the proper disbursement of, and accounting for, funds through the allotments made under WIOA.
2. Adherence to Section 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity. By assuring adherence to Section 188 of WIOA, also assures acceptance to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972.
3. Adherence to Title 11, subtitle A of the American with Disabilities Act of 1990 which prohibits the exclusion, on the basis of disability, from participation in or denial of the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.
4. Certification Regarding Drug-Free Workplace Requirements (29 CFR subtitle A, Appendix C to part 98): WIOA funded grantees certify that it will provide a drug-free workplace by notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions taken against employees for violation of such prohibition. Grantees certify that it will make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) of 28 CFR subtitle A, Appendix C to part 98.
5. Certification Regarding Debarment 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.

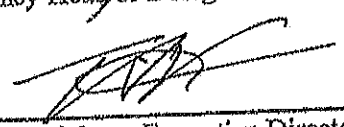
- 6 Certification Regarding Lobbying (29 CFR subtitle A, Appendix A to Part 93): WIOA funded grantees certify to the best of its knowledge that no Federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee 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.



04-05-18

Agency Head or Designee

Date



4.5.18

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;

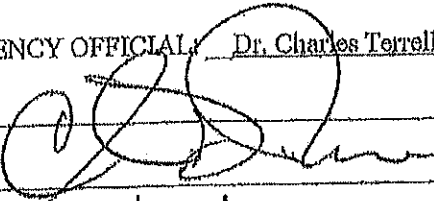
The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

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. Charles Terrell

TITLE: President

SIGNATURE: 

DATE: 04/05/18

**Region VII  
WORKFORCE DEVELOPMENT BOARD**

**TRAINING PROVIDER  
MEMORANDUM OF UNDERSTANDING  
(MOU)**

THIS AGREEMENT made and entered into this 30<sup>th</sup> day of April, 2018 by and between the West Virginia Region VII Workforce Development Board, referred to herein as the "WDB", and Garrett College, herein referred to as the "Training Provider".

**WITNESSETH**

1. **The Parties** - The Region VII Workforce Development Board (WDB) is a non-profit organization organized under the laws of the State of West Virginia to administer and carry out the purposes of the Workforce Innovation and Opportunity Act (WIOA) of 2014 within the 8 county regions which is designated by the State of West Virginia as Region VII. The Training Provider is legally authorized to provide occupational training/educational programs approved by the Region VII Workforce Development Board, being in a regional demand occupation, and listed on the West Virginia State Eligible Training Provider List.
2. **Purpose of the Agreement** - The Agreement establishes the terms and conditions under which the Training Provider shall be eligible to receive WDB funds, under the Workforce Innovation and Opportunity Act of 2014, on behalf of eligible individuals who desire to enroll in occupational training classes or programs offered by the Training Provider. This Agreement shall also outline the Training Provider responsibilities during training and upon completion of training.
3. **Controlling Authority** - This Agreement is being entered into pursuant to the Workforce Innovation and Opportunity Act of 2014 (the "Act"), and all terms and conditions contained herein are subject to such Act and the regulations promulgated thereunder.
4. **Term of Agreement** - This Agreement shall run throughout the term of the Training Provider eligibility, but shall automatically terminate on such date as the Training Provider becomes ineligible to receive funds under the Act. In addition, the Training Provider may terminate this Agreement upon thirty days written notice to the WDB. The WDB may terminate this Agreement upon good cause shown, including the failure of the Training Provider to comply with a material provision of this Agreement. Any change to this Agreement will be in writing and signed by both parties.
5. **Training Provider Assurances** - In Addition to other requirements imposed by this agreement, the Training Provider agrees as follows:
  - A. The Training Provider will not discriminate against any employees, or applicants for training under the program because of race, color, religious creed, national origin, ancestry, age, sex, or on any other basis prohibited by the Workforce Innovation and Opportunity Act.

- B. The Training Provider will provide a lobbying certification certifying that no federally appropriated funds awarded under this Agreement will be used for lobbying activities.
- C. The Training Provider will provide a certification that it is a Drug-Free Workplace in accordance with the requirements of the federal Drug-Free Workplace Act.
- D. The Training Provider certifies that neither it nor its principals are presently debarred, suspended, or declared ineligible from participating in this transaction by any federal department or agency and it has not knowingly entered into any lower tier covered transaction with any such entity, unless authorized by the United States Department of Labor.
- E. The Training Provider certifies that it will comply with the Americans with Disabilities Act in the conduct of its responsibilities under this Agreement.
- F. Per Workforce Development Board requirements, no WIOA eligible student will be recommended eligible to receive WIOA funded training (ITA, OJT, Customized Training, or Contracted Training) unless the individual meets the minimum industry basic skill requirements (score of at least 8.9 on the TABE assessment test, or that equivalent on any other assessment instrument used), whether the requirements be identified by use of TABE, WorkKeys, or any other industry recognized skill standard assessment. Anyone scoring less than the basic skill level will be referred to Adult Education (AE) classes, SPOKES, or other source of remedial training to bring their scores up to the required standards. WIOA will provide all applicable testing.
- G. The Training Provider will provide reports as the school publishes on the student's progress, absences, disciplinary actions, or other information relating to the student or the student's disciplinary actions, or other information relating to the student or the student's progress, level of achievement, and program completion as required in accordance with WDB policies. Documentation required from the Training Provider will include copies of grades, certificates, degrees, awards, and any other proof of student's achievements. WIOA will provide a signed copy of the participant's Release of Information form.
- H. The Training Provider will permit access by personnel from the U.S. Department of Labor, the WorkForce West Virginia Office, and the Region VII WDB to student records and other information to conduct appropriate audits in order to confirm the proper disbursements and utilization of funds provided under the Individual Training Account (ITA). WIOA will provide a signed copy of the participant's Release of Information form.
- I. The Training Provider shall capture and report performance measures in the Mid Atlantic Career Consortium (MACC) computer system, as required by the U.S. Department of Labor and the Region VII Workforce Development Board. The Training Provider must meet the standards established by the Region VII WDB which may include, but are not necessarily limited to the following: completion rates, job placement rates, certification and/or licensure rates (where applicable), wage levels received by placed students, and the six-month retention rate and wage rate of

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

- J. The Training Provider agrees to complete all Workforce Innovation and Opportunity Act (WIOA) forms necessary for the initial enrollment and continued enrollment of WIOA participants. All required enrollment forms, ITA forms, financial aid, and other forms must be received by the WDB fifteen business (15) days prior to the start date of classes. Since these forms must first be reviewed by the WorkForce WV Career Center prior to forwarding to the WDB office, the WorkForce WV Career Center should get all enrollment forms twenty-one (21) days prior to class start date. The WDB will not be responsible for funding student training prior to approval by the WDB of the ITA. The school should not allow any potential WDB student, fully or partially funded WDB Student, to begin classes until the school receives a letter from the WDB approving the training. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.
- K. The Training Provider will require all WIOA participants to complete and submit the Student Financial Aid Request and provide a copy of the Student Financial Award Letter to the appropriate WorkForce WV Career Center. WIOA funding will be utilized after all other student-training grants have been exhausted (i.e. scholarships, grants, etc.). The Student Financial Award Letter must accompany the Individual Training Account (ITA) or, if the Award Letter is not on hand when the ITA is submitted, a copy of the Student Financial Aid Request must accompany the ITA. Once the Award Letter is received, a copy must be forwarded to the appropriate WorkForce WV Career Center. All other forms of non-repayable financial aid (i.e. Pell, scholarships, VA, DRS, etc.) are to be used prior to billing WIOA for the training received. The One-Stop Career Centers will obtain Financial Aid documentation from the participant.
- L. The Training Provider agrees to the following ITA payment process:
- i. The Training Provider understands that WIOA funding is not an entitlement.
  - ii. Submit for one-half of the semester/term/payment at the beginning of the semester/term/mid-point. The Training Provider may bill at the end of the term.
  - iii. Submit for second one-half payment of semester/term at the semester/term midway point. The Training Provider may bill at the end of the term.
  - iv. Invoices must contain the following information – Participant's full name, social security number, program name, semester/term begin and end date, amount billed and period covered. Accompanying the invoice must be a copy of the student's progress report. WIOA will provide a signed copy of the participant's Release of Information form.
  - v. If the participant drops out of the training program between disbursement periods, the balance will be prorated, unless the student or the school has negotiated other terms with the WDB Director in advance of the separation.
  - vi. Program costs charged by the Training Provider will be based on prices provided by the applicant in the Training Provider application. Any price variation from the prices that are contained in the Training Provider Application will require written justification from the Training Provider.
  - vii. If the Training Provider provides tuition or fee rates less than the application tuition to any WDB sponsored customer, the lower rate will apply.



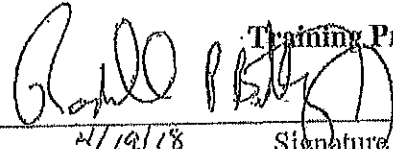
- viii. The amounts payable to the vendor as tuition and/or fees for each WDB sponsored participant enrolled by the Training Provider, as well as the specific program into which each WDB sponsored customer is to be enrolled, shall be specified on the ITA. Tuition estimates for future terms are acceptable.
  - ix. Training costs approved typically shall not be more than \$4,000 per twelve-month period, up to a maximum of \$6,000 may be approved with prior authorization from the WDB Executive Director. The WDB will not pay for any remedial or pre-requisite classes.
  - x. The Training Provider shall submit a separate bill/invoice for each WDB participant enrolled in accordance with the payment schedule previously outlined in this procedure.
- M. The Training Provider agrees to provide training at its facility referenced in the training provider application.
- N. The Training Provider agrees to promptly notify the WDB, in writing, of a WDB customer's withdrawal, absences in excess of the amount allowable under the school's rules, and unsatisfactory performance.
- O. The Training Provider will notify the WDB upon the participant's successful completion of a training program and provide an official transcript of grades, skill competencies achieved, certificates, degrees, awards, and other performance appraisals. WIOA will provide a signed copy of the participant's Release of Information form.
- P. The Training Provider agrees to notify, in writing, the WDB of any subsequent changes to the ITA (i.e., schedule change, course change, etc.). The training provider understands that failure to report any changes may result in no payment for the class, or possible revocation of the Individual Training Account (ITA). Any change in the student's course requirements must have prior approval of the WDB.
- Q. The Training Provider agrees to retain all records pertinent to a WDB participant, including financial and statistical documentation for a period of three (3) years from the date of completion of training.
- R. The Training Provider understands that no part of the training Program may be assumed by a third party without the prior written approval of the WDB.
- S. The Training Provider will provide employment search support when the training program has been completed, and to report that information to the WDB staff. Continued funding for future WIOA customers is dependent upon placement rates. Placement information should be submitted to the Region VII WDB immediately by use of the forms provided by the WorkForce WV Career Center.
- T. The Training Provider represents that in complying with the ITA, it is an independent agent; it shall not in any manner commit the WDB to any obligation; and it shall not be deemed to be an agent, servant, or employee of the WDB.
- U. Any changes requested or required to the ITA shall be in written form only and shall be signed by both the vendor and the WDB.

6. **Liability Insurance** - The Training Provider shall maintain general public liability insurance coverage. The scope and form of the insurance coverage shall be satisfactory to the WDB and a certificate of insurance shall be provided upon request. The minimum liability insurance for a single person for a single incident shall be One Million Dollars.
7. **WDB Funding/Availability of Other Funds** -
- A. The Training Provider understands and agrees that funds provided under this Agreement shall be used for job training purposes as permitted under the Act.
  - B. The obligation to pay tuition, fees, or other charges under this Agreement shall be specifically contingent on and limited to the availability of funds provided to the Region VII WDB under the Workforce Innovation and Opportunity Act or from other sources, and upon the policies adopted by the Region VII WDB for the use and allocation of the funds it receives.
  - C. The amount of funds payable to the Training Provider under this Agreement for each individual student shall be specified in the student's Individual Training Account and shall be in accordance with the WDB's policies and procedures and the requirements of the Act and regulations promulgated thereunder. Submission of invoices and payment procedures shall be in accordance with WDB policies.
8. **Student Enrollment** - The Training Provider understands that under the WIOA, individuals who are eligible to receive funding have the right to choose the training program and training provider which best meets that individual's needs. Therefore, the Training Provider understands and agrees that the WDB is not responsible to refer or provide a minimum number of students to operate such training classes or training programs. In addition, nothing in this Agreement requires the Training Provider to accept students under this Agreement.
9. **Entire Agreement** - This Agreement represents the understanding of the parties and no part shall be modified or amended except by a supplemental agreement executed by the parties.

Region VII Workforce Development Board  
A Non-Profit Corporation

By:  4.30.18  
Signature & Date

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

By:  Training Provider  
4/19/18 Signature & Date

Rendall P. Bittinger  
Vice President of Administrative + Financial Services  
Name & Title

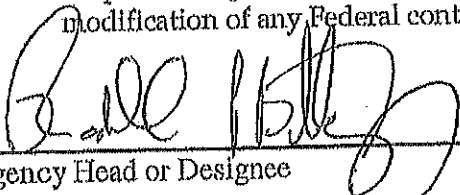
**ADMINISTRATIVE ASSURANCES**  
**Title 1 of the Workforce Innovation and Opportunity Act of 2014**

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

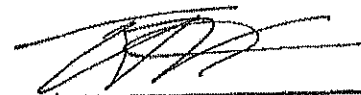
1. Recipients of WIOA funds will maintain sound Fiscal Control and Fund Accounting Procedures to ensure the proper disbursement of, and accounting for, funds through the allotments made under WIOA.
2. Adherence to Section 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and, against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity. By assuring adherence to Section 188 of WIOA, also assures acceptance to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972.
3. Adherence to Title 11, subtitle A of the American with Disabilities Act of 1990 which prohibits the exclusion, on the basis of disability, from participation in or denial of the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.
4. Certification Regarding Drug-Free Workplace Requirements (29 CFR subtitle A, Appendix C to part 98): WIOA funded grantees certify that it will provide a drug-free workplace by notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions taken against employees for violation of such prohibition. Grantees certify that it will make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) of 28 CFR subtitle A, Appendix C to part 98.
5. Certification Regarding Debarment 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

4/19/18  
\_\_\_\_\_  
Date

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

4.30.18  
\_\_\_\_\_  
Date

**EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE**

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

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

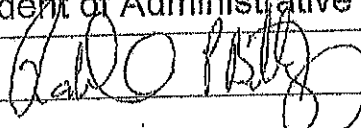
Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

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

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

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

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

TYPED NAME OF AGENCY OFFICIAL: Randall P. Bittinger  
TITLE: Vice President of Administrative & Financial Services  
SIGNATURE:   
DATE: 4/19/18