

MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN JOB CENTER (ONE-STOP) PARTNERS

**THE REGION 7 WORKFORCE DEVELOPMENT BOARD**

AND

**THE SENIOR COMMUNITY SERVICE EMPLOYMENT  
PROGRAM (TITLE V)**

## A. PURPOSE

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

## B. AMERICAN JOB CENTER SYSTEM DESCRIPTION

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

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

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

To carry out workforce development programs at regional Job Centers.

## C. MODIFICATION/ADJUSTMENTS/TERMINATION

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

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

## D. SEVERABILITY

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

## E. DURATION

This MOU shall commence on the date it is executed, which is **July 1, 2023**. In accordance with WIOA, this MOU will be reviewed not less than once every three (3) years to ensure appropriate funding and delivery of career and training programs and services. In accordance with West Virginia State Code 5b-2b-9(e), no MOU may be effective for more than one year without annual reaffirmation by the parties, therefore satisfying the WIOA mandate. All sections of this MOU, including the Financial Arrangement, constitute an Agreement between the parties hereto. No amendment or modification hereof shall be valid unless it is done in accordance with the language that addresses modification in this MOU.

## F. TARGET POPULATION GROUPS

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

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

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

The SCSEP is designed to provide individuals age 55 and older with subsidized/paid OJT experience as well as job search, readiness, supportive services, etc. The applications for 55 and older are available at the One-Stops. Income eligibility determination will be done at various locations. Staff will cooperate and collaborate with the One-Stop Director and Implementation Team. SCSEP staff is available through direct linkage via technology

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

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

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

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

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

#### H. METHODS TO ENSURE THE NEEDS OF INDIVIDUALS ARE ADDRESSED

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

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

#### I. RESPONSIBILITIES/ASSURANCES OF SCSEP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## J. RESPONSIBILITIES/ASSURANCES OF LWDB

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

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

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

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

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

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

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

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

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

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

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

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

## K. MUTUAL RESPONSIBILITIES

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

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

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

Will ensure compliance with a Drug-Free Workplace Policy.

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

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

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

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

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

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

#### L. PERFORMANCE/ACCOUNTABILITY

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

#### M. REFERRAL ARRANGEMENTS

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

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

## N. RELEASE OF INFORMATION

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

## O. RESOURCE SHARING

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

## P. OPERATIONAL AND INFRASTRUCTURE COSTS

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

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

1. Rent - Actual square footage being leased/rented. Region 8 agrees to pay \$250 each month for each office space, Region 8 office #1 (SCSEP) in the Martinsburg One-Stop Career Center.
2. Common Space Rent - For usage of all communal office space (i.e., Resource room, bathrooms, walkways, etc.)
3. Utilities/Maintenance
4. Equipment - Includes assessment-related products and assistive technology for individuals with disabilities, copy machine, postage machine, fax machine, desks, chairs, etc.
5. Technology - To facilitate access to the One-Stop Center, including the Center's planning and outreach activities, internet, phone usage, etc.
6. Supplies - Bathroom, hand soap, garbage bags, etc.
7. Dues - Chamber memberships, etc. (this cost will be equally shared with the LWDB)
8. Misc. - Other center-related costs

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

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

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



LOCATION OF JOB CENTER	CASH	IN-KIND CONTRIBUTION
Martinsburg One-Stop Career Center (Martinsburg, WV)	\$250.00 per month for rent of one office space. 1) SCSEP	

**R. INSURANCE**

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

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

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

**Workers' Compensation – Statutory**

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

**S. AUDIT**

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

#### T. DISPUTE AND GRIEVANCE RESOLUTION

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

#### U. MONITORING/OVERSIGHT

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

#### V. EO AND NON-DISCRIMINATION ASSURANCES

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

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

limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

#### W. INDEMNIFICATION

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


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

#### X. CERTIFICATION

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

Y. SIGNATURES

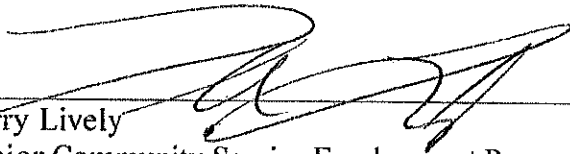
The undersigned hereby agree to this MOU and thereby authorize its execution.



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

4/19/23

\_\_\_\_\_  
Date



\_\_\_\_\_  
Terry Lively  
Senior Community Service Employment Program

4/18/23

\_\_\_\_\_  
Date


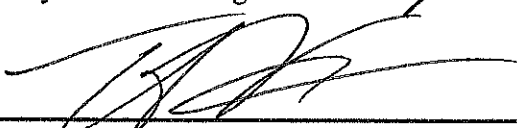
**ADMINISTRATIVE ASSURANCES**  
**Title 1 of the Workforce Innovation and Opportunity Act of 2014**

**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	4/18/23 _____ Date
 _____ T.J. Van Meter, Executive Director Region VII WDB	4/19/23 _____ Date

**EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE**

**Senior Community Service Employment Program (Title V)**, 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;

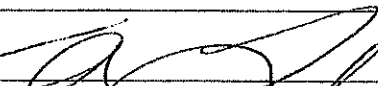
The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

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: Terry A. Lively

TITLE: Executive Director

SIGNATURE: 

DATE: 4/18/23

MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN JOB CENTER (ONE-STOP) PARTNERS

**THE REGION 7 WORKFORCE DEVELOPMENT BOARD**

**AND**

**WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN  
RESOURCES**



## A. PURPOSE

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

## B. AMERICAN JOB CENTER SYSTEM DESCRIPTION

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

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

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

To carry out workforce development programs at regional Job Centers.

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

#### G. SERVICES/ACTIVITIES/PROGRAM(S) TO BE PROVIDED

Describe the services, activities, programs, etc. that will be provided by WVDHHR to customers in the region.

Each One-Stop American Job Center is well-equipped to provide a multitude of services to West Virginian job seekers, including those with disabilities. For example, WVDHHR counselors are able to provide the following services: assessment for determining eligibility; labor market information (using data from WorkForce WV); vocational counseling and guidance; individualized plans for employment; and job placement. WVDHHR counselors will also refer customers as needed for other services provided by West Virginia Division of Rehabilitation Services (WVDRS), WorkForce WV, Adult Education, or other service providers. DHHR staff will be both physically present at the One-Stop Career Centers as well as directly linked through technology.

Describe the services, activities, programs, etc. that will be provided by the LWDB to customers in the region.

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

options; Provide career services that motivate, support, and empower customers, including individuals with disabilities, to make informed decisions based on local and regional economic demand and effectively attain their personal employment and education goals; Value skill development by assessing and improving each individual's basic, occupational, and employability skills.

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

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

#### H. METHODS TO ENSURE THE NEEDS OF INDIVIDUALS ARE ADDRESSED

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

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

#### I. RESPONSIBILITIES/ASSURANCES OF WVDHHR

It is the goal of WVDHHR to participate as a required partner with the American Job Centers.

Will provide eligible customers access to available career services, core programs, and training

programs at regional Job Center(s).

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

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

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

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

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

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

#### J. RESPONSIBILITIES/ASSURANCES OF LWDB

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

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

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

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

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

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

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

Will develop processes for client flow, assessment/case management services, job development, referrals and placements, staff capacity building, space requirements, standards of operation, and

resolution of disputes with other required partners.

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

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

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

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

#### K. MUTUAL RESPONSIBILITIES

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

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

#### L. PERFORMANCE/ACCOUNTABILITY

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

#### M. REFERRAL ARRANGEMENTS

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

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

#### N. RELEASE OF INFORMATION

Exchanged information among Job Center Operator staff and required partner(s) at a Job Center(s) shall remain private and confidential in accordance with the most restrictive required

partner's confidentiality requirements. Job Center Operator staff and WVDHHR agree to collect and share information necessary to track the performance of the Job Center(s).

#### O. INSURANCE

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

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

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

#### Workers' Compensation – Statutory

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

#### P. DISPUTE AND GRIEVANCE RESOLUTION

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

#### Q. MONITORING/OVERSIGHT

LWDB staff and/or designated staff from State and federal entities have the right to regularly monitor all activities under this MOU to ensure compliance with applicable rules and regulations

under WIOA. The LWDB will ensure that performance goals are being met, appropriate procedures, controls, and records are being maintained and that the MOU terms and conditions are being fulfilled.

#### R. EO AND NON-DISCRIMINATION ASSURANCES

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

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

#### S. INDEMNIFICATION

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

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

#### T. CERTIFICATION

By signing this agreement, all parties agree that the provisions contained herein are subject to all applicable federal, state, and local laws, regulations or guidelines relating to equal opportunity,

non-discrimination, displacement, privacy rights of participants, maintenance of records, and other confidential information relating to the customers. This MOU is of no force or effect until signed by a representative of the partnering agency who has signatory authority. The MOU, once signed, becomes a part of the LWDB's local plan that will be submitted to the WorkForce WV Office for review and approval.



U. SIGNATURES

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



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

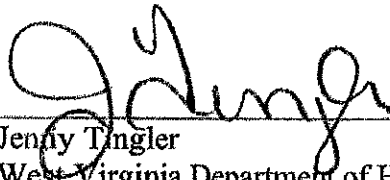
5/11/23  
Date

Kathy Bradley

2.22.2023

Kathy Bradley, Community Services Manager  
West Virginia Department of Health and Human Resources  
Berkeley, Jefferson, and Morgan Counties

Date



Jenny Tingler  
West Virginia Department of Health and Human Resources  
Grant, Hampshire, Hardy, Mineral and Pendleton Counties

4/21/20

Date

## ADMINISTRATIVE ASSURANCES

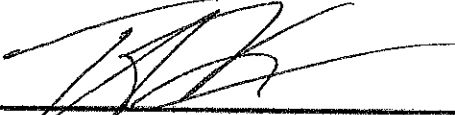
### Title 1 of the Workforce Innovation and Opportunity Act of 2014

**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.

<u>Kathleen Bracken</u>	<u>2-23-2023</u>
Agency Head or Designee	Date
	<u>5/1/23</u>
T.J. Van Meter, Executive Director Region VII WDB	Date

## EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE

**West Virginia Department of Health and Human Resources**, 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: Kathy Bradley

TITLE: Community Services Manager

SIGNATURE: Kathy Bradley

DATE: 2.23.2023

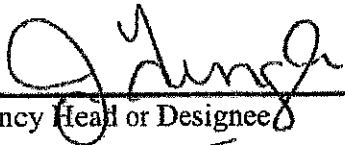
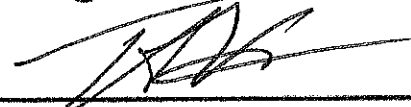
**ADMINISTRATIVE ASSURANCES**  
**Title 1 of the Workforce Innovation and Opportunity Act of 2014**

**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.

	<u>4/24/23</u>
Agency Head or Designee	Date
	<u>5/1/23</u>
T.J. Van Meter, Executive Director Region VII WDB	Date



## EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE

West Virginia Department of Health and Human Resources, 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: Jenny Tingler

TITLE: CSM

SIGNATURE: J. Tingler

DATE: 4/21/23

MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN JOB CENTER (ONE-STOP) PARTNERS

**THE REGION 7 WORKFORCE DEVELOPMENT BOARD**

**AND**

**THE WEST VIRGINIA DIVISION OF REHABILITATION  
SERVICES (WVDRS)**

REGION 7 WORKFORCE  
DEVELOPMENT BOARD

151 Robert C. Byrd Industrial Park Rd.  
Suite 2  
Moorefield, WV 26836

WEST VIRGINIA DIVISION OF  
REHABILITATION SERVICES

State Administration Office  
107 Capitol St.  
Charleston, WV 25301

## A. PURPOSE

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

## B. AMERICAN JOB CENTER SYSTEM DESCRIPTION

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

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

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

To carry out workforce development programs at regional Job Centers.

## C. MODIFICATION/ADJUSTMENTS/TERMINATION

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

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

## D. SEVERABILITY

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

#### E. DURATION

This MOU shall commence on the date it is executed, which is **July 1, 2023**. In accordance with WIOA, this MOU will be reviewed not less than once every three (3) years to ensure appropriate funding and delivery of career and training programs and services. In accordance with West Virginia State Code 5b-2b-9(e), no MOU may be effective for more than one year without annual reaffirmation by the parties, therefore satisfying the WIOA mandate. All sections of this MOU, including the Financial Arrangement, constitute an Agreement between the parties hereto. No amendment or modification hereof shall be valid unless it is done in accordance with the language that addresses modification in this MOU.

#### F. TARGET POPULATION GROUPS

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

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

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

Each One-Stop American Job Center is well-equipped to provide a multitude of services to West Virginian job seekers, including those with disabilities. For example, WVDRS counselors located at the One-Stop Centers are able to provide the following services, on-site: assessment for determining eligibility and vocational rehabilitation needs; labor market information (using data from WorkForce WV); vocational counseling and guidance; individualized plans for employment; and job placement. WVDRS counselors will also refer consumers as needed for other services provided by Community Rehabilitation Programs (CRPs), WorkForce WV, Adult Education, or other service providers. WVDRS staff will be both physically present at the One-Stop Career Centers as well as directly linked via technology.

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

Services, activities, and programs delivered at the One-Stop Centers will be provided in accordance with the ideas and requirements of WIOA and guidance provided by the U.S. Department of Labor. Concordantly, LWDB staff at each Job Center will be expected to: Identify and have a clear understanding of industry skill needs; Identify appropriate strategies for assisting employers and coordinate business services activities across one-stop center partner programs, as appropriate; Offer access to education and training leading to industry-recognized credentials through the use of career pathways, apprenticeships, and other strategies that enable customers, including those with disabilities, to compete successfully in today's global economy; Provide customers,

including those with disabilities, as much timely, labor market, job-driven information and choice as possible related to education and training, careers, and service delivery options; Provide career services that motivate, support, and empower customers, including individuals with disabilities, to make informed decisions based on local and regional economic demand and effectively attain their personal employment and education goals; Value skill development by assessing and improving each individual's basic, occupational, and employability skills.

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

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

#### H. METHODS TO ENSURE THE NEEDS OF INDIVIDUALS ARE ADDRESSED

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

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

#### I. RESPONSIBILITIES/ASSURANCES OF WVDRS

It is the goal of WVDRS to participate in the American Job Center(s) as a required partner. In

doing so, WVDRS agrees to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### J. RESPONSIBILITIES/ASSURANCES OF LWDB

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

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

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

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

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

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

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

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

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

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

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

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

#### K. MUTUAL RESPONSIBILITIES

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

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

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

Will ensure compliance with a Drug-Free Workplace Policy.

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

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

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

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

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

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

#### L. PERFORMANCE/ACCOUNTABILITY

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

#### M. REFERRAL ARRANGEMENTS

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



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

#### N. RELEASE OF INFORMATION

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

#### O. RESOURCE SHARING

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

#### P. OPERATIONAL AND INFRASTRUCTURE COSTS

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

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

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

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

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

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

LOCATION OF JOB CENTER	CASH	IN-KIND CONTRIBUTION

**R. INSURANCE**

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

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

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

**Workers' Compensation – Statutory**

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

Property Damage - \$1,000,000 per occurrence.

#### S. AUDIT

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

#### T. DISPUTE AND GRIEVANCE RESOLUTION

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

#### U. MONITORING/OVERSIGHT

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

#### V. EO AND NON-DISCRIMINATION ASSURANCES

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

As a condition to the award of financial assistance under WIOA from the Department of Labor the grant applicant assures, with respect to operation of this WIOA funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation & Opportunity Act of 2014, including the Non-traditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of

the Rehabilitation Act of 1964, as amended; The Age Discrimination Act of 1975, as amended; Title II Subtitle a of the Americans with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

#### W. INDEMNIFICATION

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

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

#### X. CERTIFICATION

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

Y. SIGNATURES

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



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

3/6/23  
Date



\_\_\_\_\_  
Director or Designee  
West Virginia Division of Rehabilitation Services

2/27/2023  
Date

## **ADMINISTRATIVE ASSURANCES**

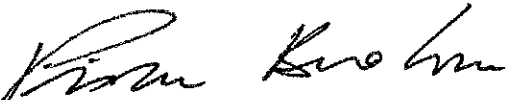
### **Title 1 of the Workforce Innovation and Opportunity Act of 2014**


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

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

 2/27/2023  
\_\_\_\_\_  
Agency Head or Designee Date

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

**EQUAL OPPORTUNITY NON-DISCRIMINATION ASSURANCE**

**West Virginia Division of Rehabilitation Services**, as a recipient of Workforce Innovation and Opportunity Act (WIOA) financial assistance, and in partnership with local Workforce Development Boards, 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: Kimberly E. Gibson

TITLE: HR Supervisor / EO Counselor / Internal Investigator

SIGNATURE: 

DATE: 2/23/23



# **Attachment U**

**Memorandum of Understanding between the  
Region VII Workforce Development Board  
and the One-Stop Management Consortium**

# **Region VII Workforce Development Board**

228 Clay Street  
Moorefield, West Virginia 26836

304-538-7711

304-538-7478 Fax

**REGION VII WORKFORCE DEVELOPMENT BOARD  
And the  
MANAGEMENT CONSORTIA  
MARTINSBURG AND SOUTH BRANCH ONE-STOP CAREER CENTERS  
And the  
REGION VII ONE-STOP OPERATOR, EASTERN WEST VIRGINIA COMMUNITY  
ACTION AGENCY, INC.**

This agreement, for the period July 1, 2023 through June 30, 2024, is made and entered into by and between the Region VII Workforce Development Board (Region VII WDB) and the Management Consortia of the Martinsburg and South Branch One-Stop Career Centers for the governance of a Workforce Innovation and Opportunity Act Career Center as Chartered within the confines of this agreement and attachments.

**WHEREAS:** The United States 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 Boards (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 following eight (8) 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 WDB; and

**WHEREAS:** The WORKFORCE WEST VIRGINIA through publishing of WORKFORCE West Virginia Policy Letter 12-00 requires the Region VII WDB to charter Career Centers to provide specific WIOA services under the WorkForce WV brand name; and

**WHEREAS:** The Region VII Workforce Development Board has published Career Center Chartering Criteria to be utilized with WDB Policies and the consultant work provided by the Corporation for a Skilled Workforce to develop regional comprehensive WorkForce WV Career Centers; and

**WHEREAS:** The WIOA mandated partners in the counties of Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, and Pendleton met and chose a One Stop Management Consortia; and

**WHEREAS:** Eastern West Virginia Community Action Agency, Inc. on behalf of the Martinsburg and South Branch Management Consortia provided the Region VII WDB with a proposal contained as Attachment A to operate chartered WorkForce WV Career Centers at locations 202 Viking Way, Martinsburg WV and 151 Robert C. Byrd Industrial Park Road, Suite 2, Moorefield WV; and

**WHEREAS:** The Region VII WDB, Eastern West Virginia Community Action Agency, Inc., and the Martinsburg and South Branch Management Consortia have agreed to reimburse the Martinsburg and South Branch One-Stop Career Centers up to \$625,000.00 for services provided herein attached during the period July 1, 2023 through June 30, 2024; and

**WHEREAS:** The following Assurances and Contract Provisions apply to this agreement and must be certified by Eastern West Virginia Community Action Agency, Inc. and the Martinsburg and South Branch Management Consortia:

1. Certification regarding Debarment
2. Certification Regarding Lobbying
3. Certification Regarding Drug-Free Workplace
4. Equal Opportunity Non-Discrimination Notice
5. Supplemental Grant Conditions/Clauses

NOW, THEREFORE BE IT RESOLVED that the Region VII Workforce Development Board enters into an agreement with Eastern West Virginia Community Action Agency, Inc. and the Martinsburg and South Branch Management Consortia, when signed, constitutes a proper and valid agreement between the parties for the purpose of providing services as defined in this agreement for the period July 1, 2023 to June 30, 2024. All parties agree this agreement may be modified to update herein contained services or additional services upon mutual agreement of all parties.

#### FUNDING

Region VII WDB funds will be used to reimburse the Martinsburg and South Branch One-Stop Career Centers up to \$625,000.00. Nothing in this agreement shall require the Region VII WDB to use non-Region VII WDB funds to reimburse costs incurred by the Management Consortia or any person or organization with any interest or claim of interest in this agreement.

#### CONTINUATION AND CANCELLATION

This Agreement may be canceled within 60 days receipt of written notice from either party. This Agreement may be continued beyond its expiration only by the express agreement of the parties. Any agreement to extend this Agreement must be in writing and signed by all parties.

#### INVALID PROVISION

The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

ENTIRE AGREEMENT

This Agreement with attachments embraces all of the promises, agreements, conditions, and understanding between the parties hereto and there are no promises, conditions covenants, and understandings between the parties hereto except such as are specifically herein in writing. This Agreement may be modified and changed only by an instrument in writing signed by the undersigned parties.

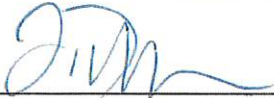
We, the undersigned, enter into this Agreement on this 1st day of July 2023.

**On behalf of the Region VII Workforce Development Board:**



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



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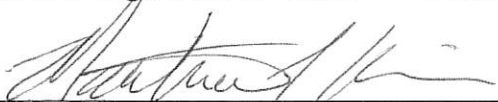
Layne Diehl  
WDB Chairperson  
Region VII Workforce Development Board



---

Bill Clark  
Chief Local Elected Official  
Morgan County Commission

**On behalf of Eastern West Virginia Community Action Agency, Inc.  
Martinsburg and South Branch Workforce WV Career Center One-Stop Operator:**



---

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

**On behalf of the Martinsburg and South Branch Management Consortium for the  
Martinsburg and South Branch Workforce WV Career Centers:**



---

John Holmes  
Regional Adult Education Coordinator  
Eastern Panhandle Instructional Cooperative

**WHEREAS:** EWVCAA is the One-Stop Operator at the Martinsburg and South Branch One-Stop Career Centers. EWVCAA will provide staff to serve as Career Coach and staff to serve as the Career Center Director. The Region VII WDB will provide funding to EWVCAA for the positions as outlined in the contractual agreement that establishes Eastern West Virginia Community Action Agency, Inc. as the contracted One-Stop Operator; and

**WHEREAS:** The Region VII WDB approved the use of up to \$625,000.00 over the next twelve months to support the Martinsburg and South Branch One-Stop Career Center with fiscal support and staff as needed; and

**WHEREAS:** The Region VII WDB has entered into an agreement with Eastern West Virginia Community Action Agency Inc. for a period of (12) months, July 1, 2023 through June 30, 2024, to authorize EWVCAA as the One-Stop Operator for the Martinsburg and South Branch One-Stop Career Centers. Eastern West Virginia Community Action Agency, Inc. will be paid \$15,000.00 for twelve (12) months of service as One-Stop Operator.

**NOW, THEREFORE BE IT RESOLVED:** The Region VII WDB enters into an agreement with the EWVCAA and the Martinsburg and South Branch Management Consortium which, when signed, constitutes a proper and valid agreement between the parties for the purpose of providing services to eligible WIOA customers of the Martinsburg and South Branch One-Stop Career Centers for the contract term.

## **ARTICLE I** **FUNDING**

The Region VII WDB will use Local Workforce Development Board funds to reimburse the EWVCAA up to \$625,000.00 for actual costs incurred in providing the Martinsburg and South Branch One-Stop Career Centers with support and staff. EWVCAA will request reimbursement in writing as often as monthly and will support all claims for reimbursement with appropriate documentation. The Region VII WDB will reimburse EWVCAA for all costs for which reimbursement has been allowed within thirty (30) calendar days of the receipt of the request. Attachment 1 details the costs for which EWVCAA can seek reimbursement. EWVCAA must obtain the express written approval of the Region VII WDB before it changes budget categories or budget amounts. Nothing in this agreement shall require the Region VII WDB to use non-Region VII WDB funds to reimburse costs incurred by the EWVCAA or any other person or organization with any interest or claim of interest in this agreement.

## **ARTICLE II** **RESPONSIBILITY OF EWVCAA**

EWVCAA will employ a Career Coach and Career Center Director at the Martinsburg and South Branch One-Stop Career Centers. While EWVCAA assumes responsibility for employment of the Career Coach and Career Center Director, the supervision of Career Center staff belongs to the Management Consortium who in turn report to the

Region VII WDB. The EWVCAA will maintain appropriate employment and performance records in accordance with all directives provided by the Management Consortium and/or Region VII WDB.

**ARTICLE III**  
**CONTINUATION AND CANCELLATION**

This Agreement may be canceled at any time with (60) sixty-days written notice by either of the undersigned parties. This Agreement may be continued beyond its expiration only by the express agreement of the parties. Any agreement to extend this Agreement must be in writing and signed by all parties.

**ARTICLE IV**  
**INVALID PROVISION**

The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**ARTICLE V**  
**ENTIRE AGREEMENT**

This Agreement with attachments 1 and 2 embraces all of the promises, agreements, conditions, and understanding between the parties hereto and there are no promises, conditions covenants, and understandings between the parties hereto except such as are specifically herein in writing. This Agreement may be modified and changed only by an instrument in writing signed by the undersigned parties.

**ARTICLE VI**  
**DURATION**

This Agreement shall become effective on the 1<sup>st</sup> day of July, 2023, and continue in effect until the 30<sup>th</sup> day of June, 2024 or until it is replaced or canceled pursuant to Article III.

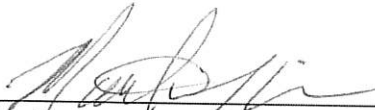
We, the undersigned, enter into this Agreement on this 1<sup>st</sup> day of July 2023.

**On behalf of the Region VII Workforce Development Board:**



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

**On behalf of the Region VII Martinsburg and South Branch Career Center One-Stop Operator:**



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

**On behalf of the Martinsburg and South Branch Career Center Management Consortium:**



\_\_\_\_\_  
John Holmes  
Eastern Panhandle Instructional Cooperative





## Attachment 2

### WIOA CAREER COACH JOB DUTIES

- Provide assessment/case management services/WIOA career services to eligible customers in the WorkForce WV Center.
- Provide information allowing "customer choice" in a training program demand occupation.
- Perform advanced counseling services with limited supervision.
- Administer and interpret occupational tests and other career interest tests.
- Match job skills and interests with occupational areas and help develop a career plan.
- Help customers develop job seeking skills.
- Assist customers in evaluating work histories, interests, skills, personal traits and physical capabilities to help them make wise career decisions or career changes.
- Determine barriers to employment and utilize the services of the resource partners programs to eliminate these barriers.
- Assist customers in locating and applying for employment.
- Refer customers to other organizations/agencies for additional support.
- Determine eligibility of customer for both WIOA and partner services to include supportive service needs payments.
- Complete paper work including entering customer information in computer system and monitoring of information contained in the Management Information System (MIS).
- Complete all required forms (i. e. WDB Case Management documentation to include the Individual Employment Plan - IEP, Individual Training Account - ITA, Trade Act Assistance - TAA, etc.).
- Follow up with customers for at least one year upon completion of training and update files.
- Maintain a positive working relationship with Region VII WDB and other partners in the consortium.
- Other duties/activities as required for implementing the WorkForce WV site.

## Attachment 3

### CAREER CENTER DIRECTOR

General Description of Position: The Career Center Director has the overall responsibility for the efficient and effective performance of the day-to-day operations of the Career Center including coordination of all Career Center Partners. In this capacity the Career Center Director is to assure that customer service levels are maintained at the levels established in the Career Center Business Plan. This position is also responsible for conducting and/or coordinating marketing and fund raising projects that support WDB related programs and activities.

#### Summary of Primary Duties and Responsibilities:

- Preparation and implementation of annual Career Center Business Plans.
- Staffing and Training of the Career Center Staff.
- Assure that all expenditures at the Career Center are properly reviewed and approved and that budgets are met.
- Establishing, maintaining and improving customer service processes including the coordination with Career Center Partners. Assure that customer service goals and metrics are met.
- Assure that workforce needs of regional employers are known and addressed by effective services and support at the Career Center.
- Maintenance and reporting of Career Center performance metrics as established in the Business Plan and as may be required by WDB.
- Maintaining and improving the Career Center facilities.
- Coordinating and participating with Business Service Teams to conduct marketing and outreach activities with regional businesses.
- Designing, implementing and coordinating fund raising activities as may be assigned by the Career Center Management Consortium or WDB Executive Director.
- Any other project or activity related to Career Center performance and goals as may be assigned by the Career Center Management Consortium or WDB Executive Director.
- Assure chartering requirements are maintained and improved.

#### Required Qualifications:

- Education- Minimum of a Bachelors Degree in a related field. Specialized training in Workforce Development, Training and Education is required.
- Experience- Minimum of 5 years experience managing of a public service agency or entity related to workforce training, development or education. A minimum of 5 years experience working in or with private sector businesses to establish workforce development and training programs. Experience in private and public sector fund raising including grant writing.

- **Personal-** Must possess enthusiasm, energy and a strong commitment to public service. Excellent communication and leadership skills required. Must be effective in marketing Career Center services to the public and regional businesses. Must be a team player and consensus builder.

Reporting Structure: Reports directly to the Career Center Management Consortium/Region VII WDB Executive Director.

Customer Focus: All businesses in the area served by the Career Center through the diligent and timely provision of workforce development needs. All workers who may potentially benefit from WIOA services must receive prompt, courteous and quality service and follow up.

Travel Requirements: Travel within Region VII as may be requested and approved by the Management Consortium Chair. Occasional overnight travel outside the region may be authorized with prior approval of the Region VII WDB Executive Director.

Performance Measurement: Performance will be measured by the Management Consortium and the Region VII WDB through performance metrics specified in the Annual One Stop Business Plan and as required by the Workforce Innovation and Opportunity Act. The One Stop Career Center Director will be required to produce monthly performance reports for the Career Center operations to the Management Consortium and the Region VII WDB.

## **From the One-Stop Business Plan**

### **GOALS**

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

1. Support of a business-driven workforce preparation system, with local, private-sector leadership that is developed with clear goals, which provides accountability to its customers.
2. Preparation of customers for lifelong skill development and promote a continuous learning model.
3. Support of true partnerships at the local and regional level among business, education and government.
4. Universality of access by business customers and job seekers with multiple access points.
5. Customer choice with respect to method of access, information and services provided.

6. Service delivery driven by local business customer needs rather than by program offerings.
7. Integration of services across agencies and programs, replacing fragmentation and duplication with coordination and consolidation.
8. Customer service focus of staff, facilities and services, supported by customer satisfaction measures (especially business clients) directed to a continuous improvement model.
9. Maximize utilization of resources through co-location and sharing of operational costs.
10. Establish or more fully utilize new services including the AE Ready-to-Work Certificate, Spokes, and the Business Services Team.
11. Provide all mandated partner Core Services through the WorkForce WV Career Center System and ensure referral between partners is accomplished, tracked and reported within MACC where possible.

## OBJECTIVES

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

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

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 judgment 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.

### GENERAL ASSURANCES AND CERTIFICATION

1. The EWVCAA (One-Stop Operator) assures it will fully comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA), all Federal and State Laws and regulations pursuant thereto, the State Title I WIOA Plan, the approved Local Plan, and any issuance from the Department of Labor and any subsequent to any of the above.
2. The One-Stop Operator assures that it will establish fiscal control fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds under WIOA.
3. The One-Stop Operator assures compliance with the confidentiality requirements of '136(f)(3) of WIOA.
4. The One-Stop Operator assures that no fund received under WIOA will be used to assist, promote, or deter union organizing.
5. The One-Stop Operator assures compliance with the nondiscrimination provisions of 188 of WIOA.
6. The One-Stop Operator assures the collection and maintenance of data necessary to show compliance with the nondiscrimination provisions of '188 of WIOA.
7. The One-Stop Operator assures that it and its subrecipients shall comply with the following OMB Circulars and/or Code of Federal Regulations as applicable:

29CFR Part 95 – Uniform administrative requirements for institutions of higher education, hospitals, and other non-profit organizations.

OMB Circular A-133 – Single Audit Act

OMB Circular A-87 – cost principles for State, local, and Indian Tribal governments

OMB Circular A-122 – Cost principles for non-profit organizations

OMB Circular A-21 – Cost principles for education institutions

45CFR part 74, Appendix E – Principles for determining costs applicable to research and development under grants and contracts with hospitals

Federal Acquisition Regulation (FAR) at 48 CFR Part 31 – allowable cost for commercial organizations and those non-profit organizations listed in Attachment C to OMB Circular A-122.

29CFR Part 98 – Government wide debarment and suspension and government wide drug free workplace requirements.

29CFR Parts 31 and 32 – Non-discrimination and equal opportunity assurance  
(and regulation)

8. The One-Stop Operator assures that it will follow procedures that are developed for regular oversight and monitoring of its WIOA activities (20CFR667.410).
9. The One-Stop Operator assures that it will follow procedures that are established and maintained for grievances and complaints according to the requirements of 20CFT667.600.
10. Labor Standards: The One-Stop Operator assures and certifies:
  - a. That conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the participant.
  - b. That health and safety standards established under Federal and State of West Virginia laws, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants;
  - c. That, to the extent State of West Virginia Workers' Compensation law is applicable, workers' compensation benefits in accordance with such law shall be available with respect to injuries suffered by participants under this contract; to the extent that such law is not applicable, the Fiscal Agent shall secure insurance coverage for injuries suffered by such participants, in accordance with guidance provided by Region VII Development Board;
  - d. That all individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work;
  - e. That no currently employed worker shall be displaced by a participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employer benefits);
  - f. That no activity under this contract shall impair existing contracts for services or collective bargaining agreements, except that no training under this contract which is inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
  - g. That no participant shall be employed or job opening filled;
    - (1) When any other individual is on layoff from the same or any substantially equivalent job; or
    - (2) When the employer has terminated the employment of any regular employee or otherwise reduced his or her workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract;
  - h. That no jobs will be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals; and



- i. That no service or training rendered under this contract will assist or deter union organizing.
11. Disputes and Grievances: The One-Stop Operator hereby assures, certifies and/or understands:
- a. The One-Stop Operator shall establish and maintain a procedure for grievances, complaints and disputes arising from the programs and activities funded under this contract from applicants, participants, subcontractors and other involved person; that hearings shall be conducted within 30 days, and decisions shall be made within 60 days, of the filing of a grievance. Except for complaints alleging fraud or criminal activity, complaints shall be made within one year of the alleged occurrence.
  - b. The disputes arising between the One-Stop Operator and Region VII Workforce Development Board will be resolved in the manner set forth in Section 181 (c) Workforce Innovation and Opportunity Act of 2014; 20 CFR Part 667 Subpart F. and that the remedy described therein is exclusive. Any dispute involving a question of fact shall be decided by WorkForce West Virginia or its authorized representative who shall reduce the decision to writing and serve notice on Region VII Workforce Development Board and the One-Stop Operator. A finding of fact by WorkForce West Virginia shall be conclusive and final. Nothing in this agreement shall be constructed as making final the decision of any administrative official representative or board on question of law.

12. Non-discrimination:

For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975; on the basis of disability under the Americans with Disabilities Act of 1992; on the basis of sex under Title IX of the Education Amendments of 1972; or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964; the services funded under this contract in whole or in part are considered to be programs and activities receiving Federal Financial Assistance. In connection with this understanding, the One-Stop Operator hereby assures and certifies:

- a. That no individual shall be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection, with any such service because of race, color, religion, sex, national origin, age, disability or political affiliation or belief;
- b. That participants shall not be employed in the construction, operation or maintenance of any facility as is used or it to be used for sectarian instruction or as a place for religious worship;
- c. That, with respect to terms and conditions affecting or rights provided to individuals who are participants in training or services supported by funds provided under this contract, such individuals shall not be discriminated against solely because of their status as participants;
- d. The participation in programs, activities and training funded under this contract shall be open to citizens and nationals of the United States, residents of the State of West

Virginia, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General of the United States.

13. Fiscal Controls and Accounting Procedures: The One-Stop Operator assures that:

- a. It will take steps to safeguard against the misuse of funds by itself and its employees; and that all fiscal activities shall comply with the Workforce Innovation and Opportunity Act implementation and local region policies and procedures.
- b. The One-Stop Operator shall establish and maintain adequate procedures and internal financial controls governing the management and use of funds provided under this contract; that such procedures and controls shall be consistent with generally accepted accounting principles;
- c. The One-Stop Operator shall provide a statement of costs or a financial report by the fifth day of each month to the Region VII Workforce Development Board in order to be eligible for reimbursement under this contract. Upon receipt of such statement or report, the Region VII Workforce Development Board will within its sole and absolute discretion review the same reasonableness, appropriateness, and compliance with the Act and this agreement, and if approved, will cause a warrant to be made out on that sum considered to be reasonable and appropriate. It is expressly understood and agreed upon that in no even will the total reimbursements exceed that maximum set forth in this contract;
- d. The One-Stop Operator will provide to Region VII Workforce Development Board a statement from its insurer that all persons handling funds received or disbursed under this agreement are covered by a fidelity bond in an amount equal to the maximum the One-Stop Operator may draw down altered in any manner, the One-Stop Operator shall notify Region VII immediately;
- e. The One-Stop Operator understands that if the Region VII Workforce Development Board funding is suspended or terminated, funding for this contract shall immediately cease; further, reimbursements for costs not yet incurred by the One-Stop Operator may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the Department of Labor or the Governor at anytime;
- f. The One-Stop Operator shall, within 30 days of the termination of this contract, submit to the Region VII Workforce Development Board a contract closeout report on forms provided by the Region VII Workforce Development Board, reflecting the actual costs incurred and reimbursements received under this contract.
- g. The One-Stop Operator shall comply with proper cash management procedures to minimize the time elapsing between the drawing of funds and their disbursement for immediate cash needs. On-hand funding should not exceed a three-day cash need. Initial start-up cash advancement shall not exceed two-twelfths of the total contract amount.

14. Audits, Monitoring and Access to records: At any time during normal business hours and as often as WorkForce West Virginia, the Region VII Workforce Development Board, The U.S. Department of Labor, Comptroller General or their designated representatives

may deem necessary, The One-Stop Operator shall make available for examination all records pertaining to the performance of this contract; and shall permit said representatives to audit, examine, and make excerpts and/or transcripts of subcontracts, invoices, materials, and records of personnel and payroll related to this contract.

- a. The One-Stop Operator shall maintain all records pertaining to this contract for a period of three years from the date the contract closeout report is accepted by the Region VII Workforce Development Board, or until the audit report on the contract is fully resolved, whichever is later.
  - b. The One-Stop Operator understands that the rights of the entities identified in Section 16, above, with respect to audits, investigations and monitoring; and the records and the record requirements specified in 16a, above, are applicable to any entity with whom the One-Stop Operator subcontracts for any part of the Proposal contract which was accepted.
15. Modification, Suspension and Termination: It is understood by both parties that this contract may be modified, suspended or terminated any time during the stated term of the contract, under the following conditions and circumstances:
- a. Region VII may initiate contract modification procedures to change the scope of services to be performed, the maximum amount reimbursable, the number of participants to be served of the procedures for service delivery. Such modification may be required by changes in Federal, State or local laws, regulations or the best interest of the State as determined by WorkForce West Virginia.
  - b. The One-Stop Operator may request changes in the scope of services to be performed under this contract. Such changes shall be submitted to the Region VII Workforce Development Board on approved forms,
    - (1) An Increase or decrease of any budget line item in the Contract Budget with the approval of the Region VII Workforce Development Board.
  - c. Region VII Workforce Development Board may immediately, at its discretion, suspend all activities (including reimbursements and service provisions) under this contract through both oral and written notification to the One-Stop Operator. Such suspension action may occur whenever the Region VII Workforce Development Board obtains or is provided evidence of actions on the part of the One-Stop Operator that may be criminal, fraudulent, abusive or an indication of gross mismanagement; or whenever the Region VII Workforce Development Board determines that as a result of actions or omissions of the One-Stop Operator, the health, safety and/or welfare of participants or employees are at risk. The suspension shall remain in effect until such time the Region VII Workforce Development Board determines the validity of the evidence or allegations.
  - d. Region VII Workforce Development Board may, at its discretion, terminate this contract for the convenience of the State of West Virginia or for any of the following conditions:
    - (1) Actions of the One-Stop Operator that are determined to be criminal, fraudulent, or abusive in nature;

- (2) Gross mismanagement of contract resources;
  - (3) Willful misrepresentation of any fact or condition related to this contract or its formation;
  - (4) The termination of Workforce Innovation and Opportunity Act funding from the U.S. Department of Labor to the State of West Virginia; or
  - (5) The failure of the One-Stop Operator to perform the services specified in the accepted proposal.
- e. Any termination action by the Region VII Workforce Development Board shall be preceded by written notice setting forth the effective date of said termination. The One-Stop Operator will refund to Region VII any and all contract funds not expended or owed for accruals, including interest earned on cash balances and program income.

16. Miscellaneous Provisions:

- a. The One-Stop Operator hereby assures that it possesses the legal authority to enter into this contract; that a resolution or similar action by its governing body is on record authorizing the One-Stop Operator to execute this contract; and that it has directed and authorized an official representative to act as signatory and in other matters in connection with this contract
- c. The One-Stop Operator hereby assures that no part of this contract may be subcontracted to a third party without prior express written approval of the Region VII Workforce Development Board.
- d. The One-Stop Operator agrees to repay, from funds other than those received under this contract, any amounts determined to have been expended in violation of the terms and conditions of this contract.
- e. The parties hereto agree that notice shall be served when signed contract is received by the Region VII Workforce Development Board.

As a condition to the award of financial assistance under WIOA from the Department of Labor, the grant applicant assures, with respect to the operation of WIOA-funded program or activity and all agreements of arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, including the Nontraditional Employment for Women Act of 1991; title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

  
Matthew Hinkle, Chief Executive Officer of EWVCAA

6-22-2023  
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTION**

Applicant Organization: Eastern West Virginia Community Action Agency, Inc.

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98-510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The prospective primary participant (i.e. grantee) certifies to the best of its knowledge and belief, that it and its principles:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
  - (b) have not within a three-year period preceding this renewal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/renewal had one or more public transactions (Federal, State or Local) terminated for cause or default.
  
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this renewal package.

Matthew Hinkle  
Name of Certifying Official

 6-22-2023  
Signature and Date

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The contractor certifies that it will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an ongoing drug-free awareness program to inform employees about:
    1. the dangers of drug abuse in the workplace;
    2. the grantee's policy of maintaining a drug-free workplace;
    3. any available drug counseling, rehabilitation, and employee assistance programs, and
    4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement by paragraph "a" above
  - d. Notifying the employee in the statement required by paragraph "a" that, as a condition of employment under the grant, the employee will:
    1. abide by the terms of the statement; and
    2. notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph "d.2" from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph "d.2", with respect to any employee who is convicted:
    1. taking appropriate personnel action against such an employee, up to and including termination, consistent within the requirements of the Rehabilitation Act of 1973, as amended; or
    2. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs "a", "b", "c", "d", "e", and "f".

Eastern West Virginia Community Action Agency, Inc.

Applicant Organization

Matthew Hinkle

Name of Certifying Official

Signature

Date

6-22-2023

## EQUAL OPPORTUNITY NON-DISCRIMINATION NOTICE

Eastern West Virginia Community Action Agency, as a recipient of One Stop Career Center implementation financial assistance under Workforce Innovation and Opportunity Act (WIOA) Title I 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 will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), 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.

Title VI of the Civil Rights Act of 1964, 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 it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. The assurance applies to the grant applicant's operation of 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 OFFICE: Eastern West Virginia Community Action Agency, Inc.

TITLE: Chief Executive Officer

SIGNATURE: 

DATE: 6-22-2023

### **Federal Award Information**

**Sub Recipient Name:** Eastern West Virginia Community Action Agency, Inc.

**Sub Recipient DUNS Number:** 804530087

**Federal Award Identification Number:** AA-36353-21-55-A-54

**Federal Award Date:** 7/1/21 – 6/30/23

**Sub Award Period of Performance Start and End Date:** 7/1/22 – 6/30/23

**Amount of Federal Funds Obligated by this Action:** \$600,000.00

**Total Amount of Federal Funds Obligated to the Sub Recipient:** \$600,000.00

**Total Amount of the Federal Award:** \$1,648,304.00

**Federal Award Project Description:** One-Stop Operator 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.

17.258 WIOA Adult Activities – States

The Adult Program is one of the six core programs authorized by Title I of the Workforce Innovation and Opportunity Act (WIOA). The program serves individuals and helps employers meet their workforce needs. It enables workers to obtain good jobs by providing them with job search assistance and training opportunities. Under WIOA, the Adult Program will ensure that the unemployed and other job seekers have access to high-quality workforce services, and that priority for services will be given to those who are public assistance recipients, low-income individuals, and/or basic skills deficient. In addition, the program will provide individuals with disabilities access to high quality workforce services, and better prepare them for competitive, integrated employment. Performance program measures include entry into unsubsidized employment, earnings, skills and credentials attainment. The employment goals are measured by using the Unemployment Insurance Wage Records Information System whenever possible.



17.278 WIOA Dislocated Workers Formulas – States

The purpose of the WIOA Dislocated Worker program is to help dislocated workers become reemployed. It provides them with job search assistance, career services, and/or training that builds their skills to meet labor market needs. Dislocated Worker services are targeted for workers who are unemployed and have lost a job through no fault of their own, or who have exhausted their Unemployment Compensation.

**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:** 17.258 WIOA Adult

17.259 WIOA Youth

17.278 WIOA Dislocated Workers

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

**Indirect Cost Rate:** None

### **Federal Award Information**

**Sub Recipient Name:** Eastern West Virginia Community Action Agency, Inc.

**Sub Recipient DUNS Number:** 804530087

**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:** 7/1/22 – 6/30/23

**Amount of Federal Funds Obligated by this Action:** \$600,000.00

**Total Amount of Federal Funds Obligated to the Sub Recipient:** \$600,000.00

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

**Federal Award Project Description:** One-Stop Operator 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.

17.258 WIOA Adult Activities – States

The Adult Program is one of the six core programs authorized by Title I of the Workforce Innovation and Opportunity Act (WIOA). The program serves individuals and helps employers meet their workforce needs. It enables workers to obtain good jobs by providing them with job search assistance and training opportunities. Under WIOA, the Adult Program will ensure that the unemployed and other job seekers have access to high-quality workforce services, and that priority for services will be given to those who are public assistance recipients, low-income individuals, and/or basic skills deficient. In addition, the program will provide individuals with disabilities access to high quality workforce services, and better prepare them for competitive, integrated employment. Performance program measures include entry into unsubsidized

employment, earnings, skills and credentials attainment. The employment goals are measured by using the Unemployment Insurance Wage Records Information System whenever possible.

#### 17.278 WIOA Dislocated Workers Formulas – States

The purpose of the WIOA Dislocated Worker program is to help dislocated workers become reemployed. It provides them with job search assistance, career services, and/or training that builds their skills to meet labor market needs. Dislocated Worker services are targeted for workers who are unemployed and have lost a job through no fault of their own, or who have exhausted their Unemployment Compensation.

**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:** 17.258 WIOA Adult

17.259 WIOA Youth

17.278 WIOA Dislocated Workers

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

**Indirect Cost Rate:** None

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

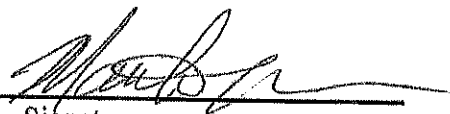
The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated 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 Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- (3) The undersigned shall require that the language of the certification be included in the award documents for all sub awards at all tiers (*including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements*) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Eastern West Virginia Community Action Agency, Inc.  
Applicant Organization

Matthew Hinkle  
Name of Certifying Official

  
Signature

6-22-2023  
Date Submitted