

Attachment HH

Procurement and Selection of Request-for-Proposals Policy

**Region VII Workforce Development Board
Policies and Procedures**

Procurement and Selection of Request-for-Proposals.

Effective Date: September 19, 2019

Purpose:

To communicate requirements for the procurement and selection of Request-for-Proposals under the Workforce Innovation and Opportunity Act (WIOA) whose contracts are effective July 1, 2016 or later such as fiscal/administrative, one-stop operators, youth services providers, et.al.

Background:

WIOA brought about changes to the law and rules governing procurement and selection of WIOA service providers. Changes in procurement requirements also occurred with issuance of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly known as the OMB Super Circular), which consolidated eight previous circulars into one Uniform Guidance document and introduced new requirements for performance-based contracting.

WIOA sets the expectation for Local Workforce Development Boards (LWDBs) to conduct open and competitive procurement processes to identify appropriate providers of WIOA services. LWDBs are required to determine whether the amount and quality of providers is sufficient to meet the needs of the community and to work with the Governor and others to increase the availability of service providers as part of their planning process.

Overview:

Selected providers/operators shall be selected through a competitive process following the principles of competitive procurement in the Uniform Administrative Guidance at Chapter II of 2 CFR (in particular 2 CFR 200.313 through 200.326). As with any local procurement, locally adopted procurement policies must also be adhered to, as well as, Workforce West Virginia's Workforce Innovation and Opportunities Act Policy 04-17.

To allow local areas sufficient time to prepare a competitive procurement including conducting market research, RFI's, cost and price analysis, and conduct competitions, the initial selection of a operator/provider must be concluded, with the selection, in place and operating no later than June 30, 2017.

Role of the Operator/Provider:

The LWDB must clearly articulate the role of the operator/provider in their solicitation for

bids. The LWDB has a great deal of discretion in defining the role of a operator/provider to meet the unique needs of the local area. Any procedures not expressly stated herein are subject to local Region VII WDB Procurement Policy, 2 CRR 200.318-326 of the Uniform Administrative Guidance, and Workforce West Virginia Policy 04-17.

One-Stop Operator:

At a minimum, the One-Stop Operator must coordinate the service delivery of the required one-stop partners and service providers.

At the discretion of the LWDB, the One-Stop Operator may also:

- Coordinate the service delivery of partners and providers
- Be the primary provider of service within a center
- Provide specific services within a center
- Provide other services, not otherwise prohibited

If the LWDB determines the role of One-Stop Operator includes the provision of service(s) or a provider of service(s) within the one-stop system is selected as the One-Stop Operator, the entity selected must have firewalls in place to ensure the operator is not conducting oversight of itself. There must also be proper internal controls and firewalls in place to ensure the entity, in its role as operator, does not conflict with its role as a service provider through a written agreement with the LWDB and Chief Elected Official(s) to clarify how the selected entity will carry out its roles and responsibilities while demonstrating compliance with WIOA, WIOA Regulations, relevant OMB circulars and Local and State Policies, particularly conflict of interest policies.

The One-Stop Operator role shall not include:

- Convening stakeholders to assist in the development of the local plan
- Preparing and submitting local plans (as required of the Local Board under sec. 107 of WIOA)
- Being responsible for oversight of itself
- Managing or significantly participating in the competitive selection process for one-stop operators
- Selecting or terminating one-stop operators, career service providers, or youth provider
- Negotiating local performance accountability measures
- Developing or submitting budget for activities of the LWDB

An entity selected as one-stop operator may perform some or all of these functions in another capacity it also serves when those roles are applicable to that other capacity provided it has established sufficient firewalls and conflict of interest policies in place to fully separate the functions of the multiple capacities. Additional safeguards for entities acting in more than one capacity includes a written agreement with the LWDB and Chief Elected Official(s) to clarify how the selected entity will carry out its roles and responsibilities while demonstrating compliance with WIOA, WIOA Regulations, relevant OMB circulars and Local and State Policies, particularly conflict of interest policies.

Eligible Entities for One-Stop Operators:

One-Stop Operators may be a single entity or a consortium of entities. Types of entities that may be a One-Stop Operator include:

- An institution of higher education
- A State Employment Service agency established under the Wagner-Peyser Act
- A community based organization, nonprofit organization, or workforce intermediary
- A private for-profit entity
- A government agency
- A Local Board, with the approval of the chief elected official and the Governor
- Another interested organization or entity capable of carrying out the duties of one-stop operator
 - ✓ Local chamber of commerce
 - ✓ Business organization
 - ✓ Labor organization

If the consortium of entities is a consortium of one-stop partners, it must include three of the one stop partners. A consortium of one-stop partners is a minimum of three separate entities, each responsible for at least one of the following programs and activities in the local area:

- Programs authorized under Title I of WIOA:

- ✓ Adults
 - ✓ Youth
 - ✓ Dislocated Workers (DW)
 - ✓ Job Corps
 - ✓ Youth Build
 - ✓ Native American Programs
 - ✓ Migrant and seasonal farmworker programs (MSFW)
-
- Employment services authorized under the Wagner-Peyser Act (W-P)
 - Adult education and literacy authorized under Title II of WIOA (AEL)
 - Vocational Rehabilitation program authorized under Title I of the Rehabilitation Act of 1973 (VR)
 - Senior Community Service Employment Program authorized under Title V of the Older Americans Act
 - Career and technical education programs at the post-secondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006
 - Trade Adjustment Assistance activities authorized under chapter 2 of Title II of the Trade Act of 1974 (TAA)
 - Jobs for Veterans State Grants programs authorized under chapter 41 of Title 38, U.S.C.
 - Employment and training activities carried out under the Community Services Block Grant (CSBG)
 - Employment and training programs carried out by the U.S. Department of Housing and Urban Development (HUD)
 - Programs authorized under State Unemployment Compensation Laws (UI)
 - Programs authorized under the Second Chance Act of 2007

- Unless specifically exempted by the Governor, Temporary Assistance for Needy Families (TANF) authorized under Part A Title IV of the Social Security Act.

Any entity, including a current operator or LWDB, competing to become the One-Stop must have adequate firewalls and conflict of interest policies and procedures in place to prevent them from being involved in the planning or execution of the competitive process. Such involvement would be an inherent conflict of interest.

Policy:

Selection of One-Stop Operator(s)

One-stop operators shall be selected through a competitive process following the principles of competitive procurement in the Uniform Administrative Guidance at chapter II of 2 CFR (in particular 2 CFR 200.318 through 200.326) and any applicable locally adopted procurement policies.

Maintenance of records regarding the procurement process including, but not limited to, documentation of the local determination of the competitive procurement process to be followed as well as the specific details of that process and its results are crucial to demonstrating compliance in the selection of the one-stop operator.

Acceptable processes include

- Procurement by sealed bid
 - Procurement by competitive proposal, and
 - Under limited conditions, procurement by sole-source, only with the approval of the CEO and Governor after
 - ✓ Rigorous analysis of market conditions and other factors lead to a determination sole-source procurement is necessary due to:
 - There is only one entity that could serve as the one-stop operator or
 - An unusual and compelling urgency exists that will not permit a delay resulting from a competitive solicitation, or
 - The results of the competitive procurement were determined to be inadequate.
- LWDBs must adhere to applicable sections of the law and regulations and state policy in selecting one-stop operator and awarding contracts under WIOA.
 - LWDBs should only use one-stop operators as a default, when other options will not effectively meet local needs.
 - LWDBs must inventory the availability and quality of service providers as part of their planning processes. LWDBs may choose a number of approaches to determine if there are insufficient service providers, including, but not limited to, conducting a Request for Information or asset mapping with stakeholders and community partners.
 - LWDBs must procure one-stop operators through open and competitive processes. This includes providing sufficient public notice of the intent to

procure services to board members and the community. Public notice must be provided for at least 30 days in media where prospective local, state, and national bidders typically identify such opportunities (e.g., local print newspapers, on-line newspapers, LWDB web-site, other community web-sites, etc.)

B. LWDBs must document, in writing, (1) efforts to identify the availability of providers, and (2) the allowable procurement process used and how it was followed, including the selection criteria by which bids were scored to award a contract. All of this documentation must be maintained and provided to the State upon request.

F. The Governor must approve a waiver for LWDBs to provide one-stop operator services. The appropriate forms for making such requests are referenced in each section below and provided as attachments to this policy.

G. Procurement Related Programmatic Requirements

I. Procurement of One-Stop Operators

1. One-stop operators must be designated and certified through a competitive procurement process.
2. The competitive process used by LWDBs to procure one-stop operators must be conducted at least once every four years and follow the principles of competitive procurement set forth in Uniform Administrative Guidance at 2 CFR 200.318-326.

3. The allowable forms of competitive procurement processes are as follows:

a) Sealed bid

b) Competitive Proposals

c) Sole Source, only if documented factors, including published notice(s) of intent made available to the public for at least 30 days in media where prospective local, state, and national bidders typically identify such opportunities, lead to a determination that only one entity could serve as an operator, compelling circumstances outweigh the delay that would result from a competitive solicitation, or results of the competition conducted per Section 4(g)(1)(3)(a-b) of this policy are determined inadequate, and only with the agreement of the local Chief Elected Official and Governor.

- i. LWDBs may serve as one-stop operator under a sole source agreement for no more than the completion of the contract period or the completion of the program year whichever comes first.

II. LWDBs must have in place and demonstrate adherence

to appropriate internal controls and conflict of interest policies and procedures that are approved by the Governor. Such policies must identify the appropriate internal controls.

- iii. Inadequate responses are those judged by a panel of impartial reviewers to score below a pre-determined minimum level on the scoring criteria published as part of the solicitation.
- iv. Examples of compelling circumstances that outweigh delays that would result from competitive solicitations include the need to avoid a break in services if an operator is terminated for cause or is unable to continue providing services through the end of the contract period.
- v. Please see WorkForce West Virginia Policy 04-17 Attachment A. LWDBs must complete Request for Waiver to Serve as a (One-Stop Operator and submit it to State Workforce Development Board (SWDB).

- 4. LWDBs may serve as one-stop operator in the region for which they are designated if they are determined to be the successful bidder in a solicitation that conforms to the principles of competitive procurement set forth in Uniform Administrative Guidance at 2 CFR 200. 318-326, and only if approved internal control and conflict of interest policies are followed. Internal controls include the requirements that the solicitation and scoring process be managed by an impartial third party free of conflicts of interest and that the LWDB staff and the agency that employs such staff cannot develop the solicitation for proposals, facilitate the scoring process, or score proposals.

II. Procurement of Youth Services Providers

- 1. LWDBs must competitively award grants/contracts for eligible providers of youth workforce development activities, except in the case of sole-source awards/contracts and only then if there is satisfactory and demonstrable evidence that there are an insufficient number of providers with the expertise required for serving in-school or out of school youth. Bid solicitations must include a rubric of the selection criteria to be used in this process and must be maintained as documentation of the process.
- 2. LWDBs must be able to document, in writing that they have made their board members and the public aware of the competitive process that will be used to identify youth service providers. This includes providing at least 30-day public notice through media where prospective bidders typically identify such opportunities.

3. LWDBs must establish and use criteria, including the ability of service providers to meet performance accountability measures based on common measures, as well as full and open competition consistent with 2 CRR parts 200 and 2900 in addition to applicable state and local procurement laws to procure eligible providers of youth workforce development activities.
4. Design framework services (intake, objective assessment, development of individual service strategies, case management, and follow-up services) may be exempted from a competitive process if LWDBs determine that they can more appropriately provide these activities.
5. LWDBs must establish local policies and procedures to assess the ability of youth program providers to meet performance accountability measures based on the primary federal indicators of performance for the youth program.

III. Procurement of Adult or Dislocated Worker Training Services

1. LWDBs cannot provide Adult or Dislocated Worker training services unless granted a written waiver by the Governor based on satisfactory and demonstrable evidence that:
 - a) The LWDB determined that there were an insufficient number of eligible providers with expertise in serving Adults or Dislocated job seekers to meet local demand.
 - b) The LWDB meets the requirements of an eligible training provider under Section 122.
 - c) The LWDB's proposed training services prepare participants for in-demand industry sectors or occupations in the local area.
 - d) The LWDB subjected its waiver determination and request to a minimum 30-day public comment period and included all comments received in the final waiver request.
 - e) Please see Workforce West Virginia Policy 04-17 Attachment B. LWDBs must complete Request for Waiver to Provide WIOA Adult and/or Dislocated Worker Training Services and submit it to the State Workforce Development Board (SWDB).

IX. Procurement Related Fiscal Requirements

1. Sub awards are not procurement actions governed by this policy or other procurement laws, rules, or policies unless:
 1. Required by statute
 2. Required by own policies and procedures
 3. Awarded on a competitive basis, in which instance the sub award will

be governed by procurement rules detailed in 2 CFR 200.318-326

II. When a competitive procurement process is not used in the selection of a sub recipient for a sub award, it must be guided by:

1. Documented internal controls, including written procedures for employee conduct and conflict of interest provisions.
2. The service provider's track record, considering past record of performance, cost principles, record of compliance and audit and monitoring results.

III. Procurement standards must ensure fiscal accountability and prevent waste, fraud, and abuse in WIOA programs. Where applicable, standards must support fair and competitive procurement of goods and services.

IV. Wherever possible and where required, all agreements must be performance-based, as defined in Federal Acquisition Regulations (FAR) 87.6, and include the following minimum requirements:

1. Performance requirements defined in measurable, mission-related terms.
2. Performance standards (e.g., quality metrics, required quantities, and timelines) tied to performance requirements.
3. Quality assurance plan describing how the contractor's performance will be measured against performance standards.

V. All other non-federal entities, including LWDBs, must:

1. Follow general procurement standards established through state law, rule and policy, as well as through 2 CFR 200.318-326
2. Develop and document their own procurement policies, procedures, and standards that reflect applicable state law, rule and policy, and conform to federal law and standards of OMB Uniform Guidance
3. Ensure full and open competition, where necessary
4. Use the most economical approach to the procurement of goods and services
5. Award only to responsible contractors
6. Maintain oversight in order to monitor contractor performance regarding contract terms, conditions, and specifications
7. Maintain records detailing the history of the procurement, including the rationale for the selected method of procurement, selection of contract type, basis for contractor selection or rejection, and basis for contract

prices.

Definitions:

Conflict of Interest: Conflict between the official responsibilities and the private interests of a person or entity that is in a position of trust. A conflict of interest would arise when an individual or organization has a financial or other interest in or participates in the selection or award of funding for an organization. Financial or other interest can be established either through ownership or employment.

Contract: a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term as used in this policy does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or sub award (see 2 CFR 200.92 -- Sub award).

Contractor: an entity that receives a contract as defined in 2 CFR 200.22 (Contracts).

Non-Federal Entity: a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a federal award as a recipient or sub recipient.

Pass-Through Entity: a non-federal entity that provides a sub award to a sub recipient to carry out part of a federal program.

Sub award: an award provided by a pass-through entity to a sub recipient for the sub recipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A sub award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Sub recipient: a non-federal entity that receives a sub award from a pass-through entity to carry out part of a federal program, but does not include an individual that is a beneficiary of such program. A sub recipient may also be a recipient of other federal awards directly from a federal awarding agency.

References:

All fiscal policies and guidance letters published for WIOA are governed, as appropriate, under:

- Workforce Innovation and Opportunity Act of 2014, Section 107(g)(1), 121(d)(2)(A), 122, and 123
- 20 CFR 678.605, 678.610, 678.615, 679.410, 679.430, 680.300 and 681.400
- Title 2, Subpart A, Chapter 11 CFR 200.317-326
- OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Programmatic policies, rules, and guidance:

- Workforce Innovation and Opportunity Act of 2014, Section 107(d)(10), 121(d)(1-2), 134(e)(2)(C), and 134 (e)(3)(C)
- 20 CFR 678.600-615, 680.160 and 680.300

Websites:

<http://www.workforcewv.org>

<http://www.region7workforce.org>

Action:

The Region VII Workforce Development Board and its contractors, as well as WorkForce West Virginia, must distribute this policy broadly throughout the system to ensure that staff are familiar with its contents and requirements.

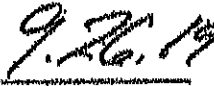
Equal Opportunity and Grievances: The Region VII Workforce Development Board prohibits discrimination in all aspects of the administration, management, and operation of Workforce Innovation and Opportunity Act programs and activities. Services offered at the Region VII Workforce WV Career Centers will be provided universally without regard to race, color, religion, sex, national origin, age, disability, or political affiliation or belief. Individuals may file a complaint or grievance by following the Region VII Workforce Development Board Grievance Procedure Policy, a copy of which will be provided upon request.

Questions: Contact the Region VII Workforce Development Board Executive Director, 151 Robert C. Byrd Industrial Park Road, Suite 2, Moorefield, WV 26836. Telephone number is (304) 530-5258. Fax number is (304) 530-5107.

Expiration: Effective until rescinded, in writing, by the Region VII Workforce Development Board.




T.J. Van Meter, Executive Director



Date



Layne Diehl, Chairperson Region VII WDB



Date

Attachment II

One-Stop Chartering Criteria

Region VII Chartering Criteria

October 30, 2002

Category	Criteria	Minimum Standards	Measurement	Proposed Next Level
Leadership	<ul style="list-style-type: none"> Management consortium Defined management structure 	<ul style="list-style-type: none"> Functioning management consortium Site coordinator role is written to reflect short-term achievable activities 	<ul style="list-style-type: none"> Consortium meets monthly; minutes confirm meetings; topics covered include items in chartering criteria Revised, short list of duties provided to WTB for review 	<ul style="list-style-type: none"> One new partner added to center (preferably a private sector partner) Informal list of One-Stop duties developed for all staff (without violating state job descriptions)
Strategic Planning	<ul style="list-style-type: none"> Realistic business plan Plan drives action 	<ul style="list-style-type: none"> Abbreviated revised business plan in place Plan is used for planning One-Stop activities 	<ul style="list-style-type: none"> Business plan created by WTB; for Idarothsburg, actual location is covered; for Idarothsburg and Idarothsburg; emphasis on resource room and reception area re-location and re-design Plan is reviewed at consortium meetings 	<ul style="list-style-type: none"> Plan for employee outreach is defined and implemented defining employer market targeted Plan is updated quarterly and submitted to WTB for review
Customer and Market Focus	Customer satisfaction	Employer and job seeker	WTB receives monthly survey	Internal staff feedback

	measured	surveys in place and results tabulated	results	mechanisms in place
	-Results widely shared	-Results are used in management decisions	-Consentum minutes reflect discussion of survey results and action items to improve performance	-Additional feedback mechanisms such as focus groups are instituted and result in process improvement
Information and Analysis	-Resource Center core of One-Stop	-Resource Center accessible and jointly staffed by partners	-Re-location of resource rooms completed; staffing plan submitted to WIO with business plan	-Additional services added to resource room e.g. self-assessment tools and other automated self-help systems
	-Service Integration	-Center is measured by activation of all partners	-Increase over baseline in referrals and multiple service customers	-Resource room satisfaction is tracked separately and used for process improvement
Human Resources	-Staff training	-Monthly training sessions on One-Stop concepts	-Feedback to WIO on training plan and execution	-Staff are cross-trained in center programs; training results in increased service integration
	-Staff feedback	-Process in place for staff to input to center	-Evidenced by reports to WIO on quarterly changes to operations	-Staff are involved in center improvement

Process Management	Integrated customer flow	Operations	Revised customer flow charts reflecting higher integration levels	Revised customer flow charts for both employers and job seekers received by WIB	plans
	Accessible services and resources	Conformance with all ADA requirements	Certification of compliance submitted to WIB based on State agency review	Customer flow is reviewed quarterly and changed to reflect increased service integration	Center continues to be in compliance with all ADA requirements center reflag language and computer skill needs of customers and makes available accommodations
Business Results	Customer outcomes	WIB designated measures collected and reported	Measures in provisional charting criteria are tracked and reported monthly to WIB	Measures in provisional charting criteria are tracked and reported monthly to WIB	New measures are added for tracking that focus on outcomes
	Improvements over baseline	Consortium takes action to improve performance on measures over time	Improvements in performance seen on quarterly basis over baseline established in Fall 2002	Improvements in performance seen on quarterly basis over baseline established in Fall 2002	Baselines for new measures set and improvements seen on quarterly basis

Region VII Chartering Process

Background

Every WIB in West Virginia must have a local chartering process for its WORKWV center. The charter is basically a license to operate. The WIB has the responsibility of setting the criteria for a center to meet in order to be able to receive a charter. A charter represents a commitment to minimum standards of quality to be available in any WORKWV Center within the region.

The two centers in Region VII are operating under provisional charters issued when the Workforce Investment Act was first implemented in the State. The provisional charters expire on August 31, 2002 but can be extended if necessary. The WIB wants to change the criteria in an effort to increase the quality of services available in the centers.

The Chartering Committee of the WIB has been exploring new chartering standards including review of the standards used in Region I. A subgroup of the committee met on May 31, 2002 to review current status and to recommend next steps.

Proposed Interim Process

The committee wants to re-examine the criteria it wants to have in place for its local chartering process. There is insufficient time to complete this re-examination in a thoughtful way prior to the expiration of the current charters. Yet there is a real sense that something needs to be in place soon so that the centers can be moving quickly in the direction the WIB wants. Therefore, a two-phased approach is recommended. The first phase will put in place a few very simple criteria that focus on key measures. This will help address a common problem across the State - there is simply no information about center performance available to WIBs. The State as a whole is struggling with creation of an operating system that will give feedback on performance but in the interim there is a terrible void that leaves the board in the dark about performance. This dynamic needs to change. The first phase of the Region VII chartering process will require that WORKWV centers report to the board monthly on the following key indicators:

- Customer satisfaction of employers and jobseekers
- The number of employers and the number of jobseekers using the center
- The number of jobseekers referred to intensive and training services
- The number of jobseekers referred to participating partners
- The number of jobseekers who receive service from more than one partner

Once these measures are adopted by the WCC, they must be defined in precise terms so that comparable information is received from each center.

It is recognized that developing the data for these measures will require hard counts by the centers and that there will be staff time involved in the process. However, given that establishing a baseline of performance baseline and tracking trends is so critical to success, the staff investment is well the return.

The expectation is that the interim chartering process will include the following steps:

- Agreement within the board on the interim criteria to be part of the provisional charter
- Establish definitions for the criteria to include such things as questions to be asked in the satisfaction survey
- Obtain LAC commitment for support for the more provisional criteria
- Share the criteria early with center management and offer opportunity for feedback
- Issue a new provisional charter when a center demonstrates that it can produce reports on the measures included in the charter set expiration of end of August for this year
- Make a report and set baseline for reference in the longer-range chartering criteria

Next Steps

The newly combined Chartering and One-Stop Committee will meet June 10, 2002 in Remy prior to the WCC meeting session. At that meeting the full committee will be asked to adopt the short-term measures approach and to establish a process to look at new criteria that relate to issues of concern to the Region. Samples from other regions in the state will be examined as reference points but the committee itself will determine what is important to include in the second phase and to establish a schedule for activities leading to the full chartering process. The schedule and process must include determination of what actions will be taken if the center fails to meet the chartering criteria either initially or during the course of the charter.

The approach will need to be vetted with the full board, the local elected officials and the WORKWV center should have an opportunity to comment early in the process so that there are no surprises later on.

Several ideas were put forth during the May 2002 meeting for consideration as part of the chartering process. These include:

- More business representation is needed on this committee - the chartering process should be fully responsive to local business needs
- A central site for the center is a goal to pursue as leases expire

➤ Separating Unemployment Insurance from the center would help serve customers better since so much traffic into the center now is from people only looking for UI help

Attachment JJ

**Contract for One-Stop Operator Services
between Eastern West Virginia Community
Action Agency, Inc. and the Region VII
Workforce Development Board**

CONTRACT FOR ONE-STOP OPERATOR SERVICES
Between the
EASTERN WEST VIRGINIA COMMUNITY ACTION AGENCY, INC.
And the
REGION VII WORKFORCE DEVELOPMENT BOARD

This contract for Workforce Innovation and Opportunity Act of 2014 One-Stop Operator services is made and entered into by and between Eastern West Virginia Community Action Agency, Inc. (EWVCAA) and the Region VII Workforce Development Board (WDB). Services identified herein or by reference made herein will commence July 1, 2023 and end June 30, 2024.

Overview

- A. Eastern West Virginia Community Action Agency, Inc. (EWVCAA) will serve as the One-Stop Operator. EWVCAA shall provide unduplicated career services to Workforce Innovation and Opportunity Act (WIOA) eligible individuals and business services to employers.
- B. EWVCAA will recruit individuals for center services and will also recruit individuals meeting WIOA eligibility criteria in accordance with WIOA and the regulations promulgated thereunder. Outreach and recruiting efforts shall be conducted and documented to WIOA targeted populations including: veterans and eligible spouses, low income or public assistance recipients and individuals that are basic skills deficient.
- C. EWVCAA will recruit individuals as necessary to assist one-stop partners co-located or affiliated with the one-stop system in meeting their performance goals.
- D. EWVCAA will recruit and certify as eligible sufficient numbers of WIOA applicants to meet Board approved fund allocations.
- E. Participants determined, during career services to meet WIOA adult priorities or dislocated worker eligibility, who need and are able to benefit from training, shall be referred to training to the extent funds are available to support the cost of the training.
- F. Determinations regarding career services and referrals to training shall be made available to other one-stop partners as necessary.
- G. Individuals who are provided with services, in addition to self-service accessible assistance or minimal assistance or who only seek information, or who utilize other low cost services are not required to be WIOA registered by EWVCAA.
- H. EWVCAA will be responsible for establishing and maintaining an integrated, seamless services delivery system with One-Stop partners for each of the One-Stop Career Center offices in the area.
- I. EWVCAA will appoint a One-Stop Director either on-site or remote at the One-Stop Career Center offices and assure that staff in the centers is aligned by function rather than program.

- J. EWVCAA shall develop in coordination with partners a customer flowchart that includes access to and services available for career and training activities.
- K. EWVCAA will convene Management Consortium meetings to be held at least quarterly between the operator and other required partners to discuss services, customer flow, partner referrals, and performance outcomes.
- L. EWVCAA will establish a policies and procedures for holidays, inclement weather, breaks and time off for distribution to all One-Stop Career Center staff.
- M. EWVCAA will continue to provide services to WIOA registered and enrolled clients who are being carried forward from the previous program year.
- N. EWVCAA will ensure that the One-Stop Director, working with partner supervisors, assign staff within the center to functional units or teams as appropriate to the respective program functions and goals. The functional units in each center will be welcome, skill and career development and business services. Staff duties will be assigned based on functions.
- O. EWVCAA will be responsible for maintaining the MACC database and that information is updated regularly and timely.
- P. EWVCAA must receive approval from the Region VII WDB and WorkForce West Virginia prior to the closure or reduction in hours of any comprehensive center.
- Q. EWVCAA must notify the Region VII WDB and WorkForce West Virginia of any closure or reduction in hours for any affiliate office.
- R. EWVCAA will be responsible for ensuring that career and training services are available in all comprehensive and affiliate sites. EWVCAA will identify and certify as eligible WIOA adult and WIOA dislocated workers in accordance with regulation. Training services will be provided in accordance with Board priorities.
- S. EWVCAA will provide a system of internal controls providing firewalls for the management of federal funds pursuant to WIOA DOL Final Rules and WIOA Joint Final Rules, Uniform Guidance, and Guidance Letters (Addendum A):

20 CFR 679.430

20 CFR 683.220

2 CFR 200.61 and 200.62

2 CFR 200.302, 200.303, and 200.400

2 CFR 200.507 and 200.514

TEGL 15-16

TEGL 21-16

- T. EWVCAA will have a conflict of interest policy that complies with federal standards.

WIOA Services

WIOA services are to be integrated seamlessly and coordinated with partner programs to the maximum extent possible. EWVCAA agrees to provide the services under career and training within the center based on the services most appropriate to the individual.

Career Services

Career services without significant staff involvement available:

- Eligibility determination
- Outreach
- Intake
- Orientation to the information and other services available through the statewide one-stop delivery system
- Initial assessment
- Job search and placement assistance
- Labor market information, including employment statistics information and demand occupation information
- Performance-related information
- Information pertaining to the availability of supportive services including transportation and child care, and the referral to such services
- Information regarding financial aid assistance for training and education programs not funded under WIOA
- Workshops
- Skill assessment tools
- Follow-up services

Career services with significant staff involvement available (require enrollment in WIOA):

- Comprehensive assessment of skill levels and service needs which may include diagnostic testing as well as in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
- Development of an individual employment plan (IEP) to identify employment goals, related achievement objectives, and the appropriate combination of services needed to attain the specified goals
- Group counseling as a career service specifically required additional action to be taken by both the individual and staff and may result in the development of an employment plan
- Individual counseling and career planning services
- Case management
- Short-term prevocational services, including the development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct

Training Services

Training services available:

- Occupational skills training
- On-the-job training
- Programs which combine workplace training with related instruction, which can include cooperative education programs and registered apprenticeship programs
- Training programs operated by the private sector
- Skill upgrading and retraining
- Entrepreneurial training
- Job readiness training (Note: This should not be mistaken as short-term prevocational training, which is a staff assisted career services. This training service is occupation-specific)
- Work experience for adults
- Adult education and literacy activities in combination with any of the previously listed training services
- Customized training

Integration Plan

The Region VII Workforce Development Board and its operator currently oversee two comprehensive centers. The comprehensive centers are located in Martinsburg and Moorefield. The centers will have a One-Stop Director that will be responsible for center functions, customer service, and office performance measures. The duties of the One-Stop Director shall include: staffing plans that provide adequate office coverage at all times in a manner that allows fair and equitable opportunity for time off; ensure that all staff adhere to internal policies and procedures; ensure that all staff present a professional and positive image and ensure that consistent communication procedures are followed. The One-Stop Director may make temporary adjustments to staff duties and schedules to provide adequate front desk coverage and positively impact seamless service delivery.

It is the plan of the local board to facilitate the highest level of service integration possible in all offices to promote seamless service delivery and eliminate duplicative efforts on the part of partner programs. Service integration in all centers will begin by organizing staff and assigning them to the appropriate functional team based on skills, abilities, and desire. Program affiliation will be taken into consideration in relation to allowable activities and services of that program and the most appropriate functions for that partner to participate in. The duties of the staff will be determined by the functional roles within the assigned team rather than by program affiliation to eliminate duplication of job duties and services.

Staff serving in the front or reception area will greet all customers in a friendly and courteous manner. Staff will obtain information regarding customer needs. All business customers will be referred directly to staff assigned to the businesses. The staff in the centers will coordinate with all partner staff in the center to manage and coordinate services.

Job seekers' registration in the Mid-Atlantic Career Consortia (MACC) will be verified. If the individual is not registered they will be asked to do so. Once the registration is complete, staff will review the information for thoroughness and accuracy and service orientation information will be provided. The next step is an initial assessment (interview). This is critical in ensuring individuals' needs are identified and that the individual is referred to appropriate services. Job seekers will also be provided information on assessment tools which are available to them in the center. They will be referred to the appropriate staff or team.

When it is determined that a job seeker is work ready and has skills required for current positions, the job seekers will be referred to the appropriate staff for job search or job development. That staff will review the resume, placement and job referrals or referral results to determine if further skills development is needed. If so, he/she will refer to the appropriate staff for further assessment.

If at the time of the initial assessment the job seeker is in need of skill upgrading or training, he/she will be referred directly to WIOA staff for assessment.

Center staff involved in skill and career development functions are responsible for assisting customers who require or desire more than informational and self-directed services. Services associated with skill and career development include: career services with significant staff involvement, training and supportive services.

Job seekers will be referred for skill and career development as needed. If an in-depth skills assessment is needed, there are options available. Skill assessments will be administered as appropriate to the needs of the customer or employers.

If enrolled in WIOA services, staff will work with the customer to develop an individual employment plan (IEP) to expand or enhance the skill set of the customer. Job seekers will be evaluated and screened to determine if On-the-job training (OJT) is an appropriate service for this customer. Where an OJT is appropriate, the staff will communicate with the business services staff to identify potential OJT positions or job development possibilities. If additional training is needed and desired, the job seeker will be enrolled in a training program that leads to employment in a demand occupation in the local community. This type of training will be provided through career services or an Individual Training Account (ITA).

The center staff involved with business services is responsible for building business relationships and becoming the bridge between business and job candidates by coordinating with all center staff to actively recruit and refer qualified job seekers based on the needs of the business. Services associated with this function include: business outreach, recruitment and referral for job vacancies primarily for targeted business or industry, job candidate qualification review, provision of economic, business, and workforce trends, organize service delivery around business and industry needs, provide information on human resource services, job development, and referral to community services.

Services to job seekers will be delivered individually, in groups, and through digital media based on the needs of the job seeker and the capacity of the center.

The One-Stop Director is responsible for determining one-stop system training needs for staff in the offices and requesting training. Webex, video conferencing, and in-person training will all be utilized for capacity building of staff and teams.

Career Pathways Development

EWVCAA shall work with representatives of secondary and postsecondary education programs to help develop and implement career pathways by aligning the employment, training, education, and supportive services that are needed by job seekers, particularly for those individuals with barriers to employment.

Business Driven

All programs and services must be aligned with targeted industry and occupation strategies based on local, regional, and statewide economic conditions.

Proven and Promising Practices

EWVCAA shall work to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, job seekers, and youth in the local workforce development system and identify and disseminate information on proven and promising practices carried out in the other local areas both in and outside of West Virginia for meeting such needs.

Job Driven Strategies

Job driven strategies must be reflected in contracts, operations, processes, and performance. EWVCAA shall demonstrate job-driven services and training as follows:

- Work up front with employers to determine local or regional hiring needs and design training that is responsive to those needs
- Prioritize work based learning opportunities, including on-the-job training, internships pre-apprenticeships, and registered apprenticeships as training paths to employment
- Utilize timely, reliable and readily accessible labor market information in conjunction with program outcomes to guide job seekers in choosing the types of employment or fields of study, training, and credentials to pursue.
- Include career assistance and supportive services as needed to enable an individual to participate in, and complete, education and training activities, and secure employment
- Work collaboratively with businesses, educational institutions, and labor and non-profit organizations.

Technology

EWVCAA shall develop strategies for the use of technology to maximize the accessibility and effectiveness of services to employers, workers, and job seekers through the following:

- Identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery, and increase

access to services and programs of the one-stop delivery system, such as improving digital literacy skills, and leveraging resources and capacity within the local workforce development system

- Facilitating access to services provided within the one-stop delivery system including facilitating access in remote areas.

Outreach and Eligibility Determination

A. Eligibility determination is a program specific service. Eligibility determination for any program within the center is the responsibility of the staff working under that program.

B. EWVCAA agrees to abide by eligibility rules and regulations established in WorkForce West Virginia Guidance Notice No. 6 – 16 – Eligibility. In the event of a discrepancy between the state and local policy, the state policy will be the governing policy.

C. Documentation of eligibility for WIOA services will follow the guidelines established in WorkForce West Virginia Guidance Notice No. 6 – 16 – Eligibility will be conducted in a manner that will satisfy state and federal requirements. EWVCAA will examine originals and copies of documents to establish the eligibility of individuals and will make copies of documents necessary to substantiate the eligibility of individuals seeking WIOA staff assisted career and/or training services. Documents shall be placed in the participant's file.

D. EWVCAA will verify selective service registration of any male seeking WIOA services born after January 1, 1960 and will not provide service to individuals who have not met selective service registration requirements. EWVCAA shall facilitate the registration of male career service customers and applicants for WIOA staff assisted services by referring them to the resource room where these job seekers may register for selective service online.

E. EWVCAA will ascertain job seekers immigrant status and right to work in accordance with Immigration and Naturalization Service Laws prior to referring the job seeker for staff assisted career services.

F. During staff assisted career services, EWVCAA will develop and implement an Individual Employment Plan (IEP) which will serve as a roadmap outlining needed services. The IEP will identify the specific services needed to assist job seekers in securing a job, support services, as well as ancillary services which may be required to overcome other issues impacting ability to secure and maintain employment. In developing an IEP for job seekers, EWVCAA will consider those services available through agreements and contract between the Board and service providers in the community and shall refer them to such services. The IEP must include a work or career objective and identification of skills and training necessary to achieve the career objective.

G. No WIOA participant may be referred to training or education without first having been determined to be in need of training and having participated in the development of the IEP.

H. EWVCAA will coordinate with other center and community resources to assist in the completion of assessments and service strategies for non-English speaking clients.

Services to Job Seekers

A. EWVCAA will coordinate the provision of career services to all job seekers.

B. EWVCAA will provide job placement and replacement services as needed by job seekers of the one-stop.

C. When funds are available, EWVCAA may arrange for limited support services while job seekers are accessing career services. Support services may include transportation or childcare while parents are engaged in job search or receiving career services. EWVCAA shall follow the Region VII WDB policy for obligating these funds.

D. Supportive service payments, whether for emergency services, bus passes, child care, clothing vouchers, books, tools, or other support services will be paid and monitored by EWVCAA to assure that payments are made pursuant to Board policy.

E. EWVCAA shall assure that staff and recipients sign relevant forms, time sheets, check receipts, or support receipt documents.

F. EWVCAA will require staff to adopt customer service principles targeted at customer satisfaction which will meet customer expectation in the delivery of services under this agreement. This may include in service, disciplinary actions, role modeling, case studies and such other techniques and strategies applicable to fostering the adoption of a value system based on continuous improvement principles and customer satisfaction.

G. EWVCAA will communicate with their staff and the staff of the partners co-located in the one-stop centers that customer satisfaction is an important goal of the Board.

H. EWVCAA will recognize staff who exhibit good customer service.

I. The Board will contact the appropriate individual in EWVCAA's office any time a complaint other than a formal grievance is referred to the Board.

J. EWVCAA will respond to the Board in writing within three work days of receipt of the complaint, regarding the disposition of the complaint; except that in emergency situations, EWVCAA shall respond to the Board sooner as is appropriate to the circumstance.

K. The Board will follow up with the client. When the client's issue has not been satisfactorily resolved, the Board will contact the person responsible for client complaints in EWVCAA's office who shall respond within 10 days.

L. If, upon further inquiry of the client, it is determined that the matter still has not been satisfactorily resolved, the Board staff will conduct an informal resolution process using techniques in accordance with West Virginia law.

Referrals to Training Services

A. The Board shall provide EWVCAA the information regarding financial availability of funds to pay for career and training and services. EWVCAA shall be responsible for any costs related to enrollments which commit the Board for payments in excess of the amount budgeted for training activities.

B. EWVCAA shall be responsible for meeting or exceeding performance measures for WIOA in accordance with the measures established by the Board with the State as well as any additional measures adopted by the Board. The determination of whether the performance measures applicable to the Board have been met shall be determined by using quarterly reports produced by the State Workforce Board. See Page 10 **Programmatic Management** for specific WIOA performance measures.

Services to Employers

A. Business service units will maintain a list of key employers in their region and shall designate staff to be the point of contact with these employers.

B. Business Services will be coordinated with local Chambers of Commerce, economic development organizations, employer organization, and labor unions.

C. Business service staff will identify new, expanding, closing or relocation businesses and will contact them about available one-stop center services.

D. Business Service staff will document business services provided to employers in their service area. Business services will include: job listings, employer tax incentive and wage subsidy information, and assistance in filing for these subsidies, information about self-employment and entrepreneurship, and workforce demographics.

Fiscal and Programmatic Management:

Fiscal Management. The Board will ensure the one-stop operator (EWVCAA) is familiar with the federal government's requirements for financial management. The use of a double entry electronic accounting system to maintain financial information on a fund basis will be required. The financial management system will provide the following:

- The services of an in-house CPA to manage the One-Stop Career Center expenditures with the budget parameters established by the management consortium and the Region VII Workforce Development Board
- Oversight of budget expenditures to assure compliance with the rules of 2 CFR 200, state and federal guidelines under the Workforce Innovation and Opportunity Act (WIOA)
- Direct management of the One-Stop centers with input from the Management Consortium and technical input from the WDB

- Monthly fiscal reports on all One-Stop Career Center activities
- Access to purchase contracts and vendors
- Oversight of property leases and equipment purchases
- Access to property and casualty insurance coverage through the State Board of Risk
- Access to individual and family medical coverage through EWVCAA's health insurance provider (currently Highmark Blue Cross/Blue Shield)
- Access to long and short term disability insurance coverage (Lincoln National)
- Access to a 401K retirement plan administered by Mutual of America
- Agency holidays, annual leave, and sick leave

Programmatic Management. The Board will ensure the one-stop operator (EWVCAA) is familiar with WIOA's requirements for programmatic management. The use of the Mid-Atlantic Career Consortium (MACC) system to maintain client information is required. The performance requirements are as follows:

	<u>Adult</u>	<u>Dislocated Worker</u>	<u>Youth</u>
1. Employment Rate 2 nd Quarter After Exit	72.0%	79.0%	64.0%
2. Employment Rate 4 th Quarter After Exit	70.0%	80.0%	62.0%
3. Credential Attainment	81.0%	85.0%	61.0%
4. Median Earnings	\$6,300.00	\$9,500.00	\$2,600.00
5. Measurable Skills Gain	40.0%	45.0%	35.0%

EWVCAA will provide:

- Coordination of service and delivery among partners and service providers
- Act as liaison with the WDB staff
- Market the One-Stop Career Center and their services
- Ensure each partner abides by their MOU addendum
- Recruit additional partners
- Facilitate the sharing and maintenance of data
- Create continuous improvement methods reflective of the One-Stop delivery system as envisioned in ETA's Training and Employment Guidance Letter (TEGL) 4-15
- Create and maintain a resource guide
- Serve as liaison to the community, partner agencies, and employers for the workforce system
- Review and maintain Eligible Training Provider lists; processing and assessing how they need to be updated to reflect changes
- Assure compliance with State and Local WDB certification criteria essential for receipt of infrastructure funding

EWVCAA understands and will comply with the specific duties and tasks as outlined below:

- Community/Partner relations
- Establish and maintain key relationships with workforce partners
- Coordinate with partners, the implementation of quality and continuous improvement principles within the system, including streamlining services and minimizing duplication

- Ensure the appropriate delivery of workforce development services in accordance with all governing laws, statutes, regulations, guidance and policies
- Facilitate capacity building within the system with partner agencies
- Promote adoption of creative and innovative methods and best practices in the delivery of required services
- Promote workforce programs within the communities concerning the workforce system services
- Coordinate the development and implementation of a formal referral process for services within and outside the Center(s); including minimum standards for referral, follow-up requirements, and the documentation of referral outcomes
- Work with One-Stop partners to create and maintain a Resource Guide of relevant sources of assistance in the community to be used by the One-Stop staff, job seekers, and our partners
- Ensure One-Stop partners are providing services in accordance with the WIOA regulations, State and Local policies, and Memorandum of Understanding (MOU)
- Coordinate access to virtual resources at appropriate partner locations and other points throughout the communities such as libraries, that strengthen the accessibility to services

WDB Collaboration and Compliance:

- Implement WDB strategic priorities and policy directives at the Centers
- Assist Board's outreach efforts and event coordination on behalf of the WDB
- Serve as a community liaison to represent the goodwill on the One-Stop system
- Generate monthly invoices for expenses under contract
- Advise and assist the Board on all items relevant to One-Stop as required by WIOA
- Assist the Center and partners in meeting and exceeding federal, state, and local performance measures
- Perform continuous improvement activities to achieve high level service quality and exceptional customer service
- Participate in regular meetings with the WDB Executive Director to review contract terms, processes, performance data, and results of internal quality assurances monitoring and corrective actions.

Obligation/Expenditure Rate

EWVCAA will meet the minimum obligation rate of 80% by the end of the 4th quarter of the fiscal year.

Term Agreement

The term of this Agreement is for the period of July 1, 2023 – June 30, 2024. This contract could be extended at the discretion of the Region VII WDB based upon EWVCAA's performance and continued funding being made available.

Area of Service

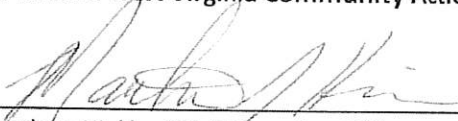
EWVCAA shall deliver the above described services in the State of West Virginia for the counties of Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, and Pendleton with comprehensive One-Stop Career Centers located in Martinsburg, West Virginia at 202 Viking Way, Martinsburg, WV 25401 and Moorefield, West Virginia at 151 Robert C. Byrd Industrial Park, Suite 2, Moorefield, WV 26836.

Compensation

Total compensation paid to EWVCAA for providing these services under this Agreement shall be determined annually by the Region VII WDB as part of the annual budget.

The contractual limitation shall be \$625,000.00 for FY 2024.

For Eastern West Virginia Community Action Agency, Inc.



Matthew Hinkle, Chief Executive Officer

6/27/2023
Date


For the Region VII Workforce Development Board


T.J. Van Meter, Executive Director

6/28/23
Date


Layne Diehl, Board Chair

6/15/23
Date


Bill Clark, Chief LEO

6/28/23
Date

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: 7/1/23 – 6/30/24

Amount of Federal Funds Obligated by this Action: \$625,000.00

Total Amount of Federal Funds Obligated to the Sub Recipient: \$625,000.00

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)

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

**Addendum A – Assurance of Firewalls between Eastern West Virginia
Community Action Agency, Inc, Region VII Workforce Development
Board, and the Comprehensive One-Stop Career Centers in Region VII
known as:**

***Martinsburg One-Stop Career Center
202 Viking Way, Martinsburg, WV 25401***

&

***South Branch One-Stop Career Center, 151 Robert C. Byrd Industrial
Park Road, Suite 2, Moorefield, WV 26836***

Applicable internal controls, firewalls, and provisions guarding against potential conflicts of interest to the Region VII Workforce Development Board's delivery system and management of Federal grants are addressed here in Addendum A. This addendum is based on the following WIOA DOL Final Rules and WIOA Joint Final Rules, Uniform Guidance, and Guidance Letters:

20 CFR 679.430

20 CFR 683.220

2 CFR 200.61 and 200.62

2 CFR 200.302, 200.303, and 200.400

2 CFR 200.507 and 200.514

TEGL 15-16

TEGL 21-16

Overview of Internal Control

Pursuant to WIOA at 20 CFR 683.220, grant recipients and sub recipients of Title I and Wagner Peyser funds must install internal control that are consistent with the Uniform Guidance at 2 CFR 200.303:

Eastern West Virginia Community Action Agency, Inc. (EWVCAA) assures the provision of an internal control structure and written policies in place that provide safeguards to protect personally identifiable information, records, contracts, grants funds, equipment, sensitive information, tangible items and other information that is readily or easily exchanged in the open market, or that the Department of Labor or the recipients or sub recipient considers to be sensitive, consistent with applicable Federal, State and local privacy and confidentiality laws.

EWVCAA will provide reasonable assurances to the following:

- EWVCAA will comply and manage the award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award;
- EWVCAA will evaluate and monitor the recipient's and sub recipients compliance with WIOA, regulations, and the terms and conditions of Federal awards; and
- EWVCAA will take prompt action when instances of non-compliance are identified.

Internal controls are in compliance with the guidance in "The Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

As defined by COSO, EWVCAA provides "reasonable assurance" regarding the achievement of objectives in the following categories:

- Effectiveness and efficiency of operations
- Reliability of financial reporting
- Compliance with applicable laws and regulations
- Safeguarding of assets

Pursuant to Uniform Guidance at 2 CFR 200.61, internal controls means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

- Effectiveness and efficiency of operations;
- Reliability of reporting for internal and external use; and
- Compliance with applicable laws and regulations.

Governance of WIOA requires Internal Controls in functions of entities involved in the local delivery system including:

- Local WDB
- Committees
- Staff to the Local WDB
- Fiscal Agent
- Administrative Entity
- One-Stop Operator
- Service Providers

Uniform Guidance and WIOA requires internal controls in financial systems involved in the local delivery system including:

- Budgeting
- Cost Allocation
- Accounting & Payables
- Financial Reporting
- Information Systems
- Travel
- Cash Management Procurement & Purchasing
- Property Management
- Personnel & Payroll
- Participant Related Payments
- Contracting & Leasing

An effective internal control structure/system:

- Control Environment
- Risk Assessment
- Control Activities
- Information & Communication
- Monitoring

These components work to establish the foundation for sound internal control and culture that emphasizes accountability for control.

Conflict of Interest

Pursuant to WIOA 20 CFR 683.200(c)(5), in addition to the requirements at 2 CFR 200.318 (UG), which address codes of conduct and conflict of interest the following applies:

A State WDB member, Local WDB member, or WDB standing committee member must neither cast a vote on, nor participate in any decision-making capacity, on the provision of services by

such member (or any organization which that member directly represents), nor on any matter which would provide any direct financial benefit to that member or that member's immediate family.

Neither membership on the State WDB, the Local WDB, or a WDB standing committee, nor the receipt of WIOA funds to provide training and related services, by itself, violates these conflict of interest provisions.

In accordance with the requirements of 2 CFR 200.112 (UG), recipients of Federal awards must disclose in writing any potential conflict of interest to the Department. Sub recipients must disclose in writing any potential conflict of interest to the recipient of grant funds.

Pursuant to Uniform Guidance 2 CFR 200.112, EWVCAA must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

"Potential conflicts" are defined as real, apparent, or organizational conflicts of interest.

Pursuant to Uniform Guidance 2 CFR 200.318, EWVCAA must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

The persons whose interests are attributed to the employee include the following:

- Employee's spouse
- Employee's children
- Employee's general partner or outside business endeavors
- Any organization that the employee serves on or is an employee of

A real or actual conflict of interest arises when an employee or person is assigned official responsibilities in a particular matter that will directly and predictably affect the employee's personal financial interests or the interests of other specific persons.

The appearance of a conflict of interest arises where an employee is assigned to participate in an official duty matter where an organization with which the employee has a covered relationship is or represents a party to that matter, or where the matter is likely to affect the interests of a household member, and there are circumstances that would cause a reasonable person with knowledge of the relevant facts to question the employee's impartiality in the official matter.

Members of their households and relatives with whom they are deemed to have close personal relationships are as follows:

- Persons or organizations with whom they have or seek a business, contractual, or other financial relationship other than a routine consumer transaction;

- Persons or organizations for whom their spouses, parents, or dependent children are, to their knowledge, serving or seeking to serve as an officer, director trustee, general partner, agent, attorney, consultant, contractor, or employee;
- Persons or organizations for whom they have, within the last year, served as an officer, director, trustee, general partner, agency, attorney, consultant, contractor, or employee; or
- An organization in which they are an active participant (e.g., serves as a committee chair, spokesperson, promotes the organization, coordinates fund-raising events).

Firewalls

A conflict of interest can arise when actions are taken or may appear to be taken by an entity involved in more than one role, such that the performance of that entity in one role affects its interest in its other role, thereby making it difficult for the entity to perform the procurement process objectively and impartially.

Therefore, EWVCAA and the Region VII WDB developed proper firewalls to ensure the transparency and integrity of the procurement process and demonstrate to the public and to the Department of Labor that the selection process was impartial and that no preferential treatment was given to the awardee.

Areas that require firewalls:

- Procurement and financial system functions and responsibilities
- Governance and roles and functions
 - Local WDB and Committees
 - Staff to the Local WDB
 - Administrative Entities
 - Fiscal Agents
 - One-Stop Operators

Procurement:

No entity or individual that has any role in the issuance of a solicitation may compete or submit a proposal under that procurement action which includes development of requirements, drafting the RFP, evaluation of proposals/bids, and identification of best entity.

Firewall – EWVCAA and the Region VII WDB have a complete separation of duties used to identify an alternate entity such as a third party to engage in the solicitation of proposals.

Prohibited Functions of the One-Stop Operator, only the Local WDB can do the following:

- Convene system stakeholders to develop the local plan
- Prepare and submit the local plan
- Conduct oversight over itself or its functions
- Manage or participate in the competitive selection process of the one-stop operators

- Select or terminate one-stop operators, career service providers, and youth providers
- Negotiate local performance accountability measures
- Develop and submit budgets for activities of the Local WDB

Firewalls - Entities performing in multiples roles/functions:

- Roles and functions are clearly articulated by Local WDB and the entity in the contract, agreement, or MOU.
- Include outside or alternative entity to assist in procurements or processes to mitigate risk and conflict of interest. These entities may include:
 - State WDB
 - State agencies
 - Other independent agencies
 - State Auditors or State Inspector General

Good Management Practices:

- Ensure that conflict of interest and/or financial disclosure forms are up-to-date for all members and persons involved in more than one role, function or procurement action.
- Update when new procurement actions arise.
- Provide reasonable assurance that separation of duties is enforced from all sides of the local delivery system.

Transparency:

By connecting internal controls with firewalls, EWVCAA will strengthen transparency in the local workforce delivery system.

Eastern West Virginia Community Action Agency, Inc. and the Region VII Workforce Development Board have detailed personnel, conflict of interest, financial management and other related policies as well as detailed job descriptions that are available upon request.

Signature of this addendum serves to provide assurance by the respective parties that EWVCAA and the Region VII WDB will adhere to the applicable internal controls, firewalls, and provisions guarding against potential conflicts of interest to the Region VII Workforce Development Board's delivery system and management of Federal grants. In accordance with WIOA DOL Final Rules and WIOA Joint Final Rules, Uniform Guidance, and Guidance Letters:

20 CFR 679.430

20 CFR 683.220

2 CFR 200.61 and 200.62

2 CFR 200.302, 200.303, and 200.400

2 CFR 200.507 and 200.514

TEGL 15-16

TEGL 21-16

For Eastern West Virginia Community Action Agency, Inc.



Matthew Hinkle, Chief Executive Officer

6/20/2023
Date

For the Region VII Workforce Development Board



T.J. Van Meter, Executive Director

6/28/23
Date



Layne Diehl, Board Chair

6/15/23
Date



Bill Clark, Chief LEO

6/28/23
Date

Attachment KK

Regional Policies

<https://wyregion7workforce.org/resources/policies/>



Attachment LL

One-Stop Infrastructure Agreement

A proud partner of the
americanjobcenter
network

151 Robert C Byrd Industrial Park Road, Suite 2 • Moorefield, WV 26836
Phone: (304) 530-5258 • Fax: (304) 530-5107 • TDD: WV Relay 7-1-1
www.wvregion7workforce.org

An Equal Opportunity Program/Employer. Auxiliary aids and services are available upon request to individuals with disabilities.

Region VII Infrastructure Funding Agreement for One-Stop Career Centers

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Legal Authority

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Local Elected Official (CLEO), to develop and enter into a Memorandum of Understanding between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121 (c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal Guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

Memorandum of Understanding

This MOU is executed between the Region VII Workforce Development Board, the Region VII One-Stop Career Centers, the American Job Center network Partners, and the Region VII Chief Local Elected Official (CLEO). They are collectively referred to as the “Parties” to this MOU.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the two American Job Centers in the Region VII. One-Stop Career Centers provides local oversight of workforce programming for Region VII area which consists of Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan and Pendleton counties.

The Region VII WDB, with the agreement of the CLEO, has (competitively) selected Thomas P. Miller & Associates as the One-Stop Operator for Region VII, as further outlined in the One-Stop Operator section.

The One-Stop Operating Budget and Infrastructure Funding Agreement establish a financial plan, including terms and conditions, to fund the services and operating costs of the Region VII American Job Center network. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain Region VII’s high-standard American Job Center network.

The Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall Region VII community.

Introduction

Changing labor markets and advances in technology have revolutionized how businesses find talent and jobseekers look for work. Social media, online talent platforms, and professional networking sites are evolving rapidly, perpetuating shifts in labor market dynamics. Additionally, rising consumer expectations and global competition have transformed how business is conducted in most industries. Employers must move faster and more efficiently in order to stay ahead of (or at least keep up with) competitors. This makes it imperative for the public workforce system to continuously adapt and reframe strategies and policies designed to support employers and job seekers.

One-Stop Career Centers seeks to establish a system that stands in stark contrast to the “traditional”/historical transaction-based model, whereby each agency operates its own business and job seeker services functions, and participants move from place to place seeking services. Instead, the goal is to create integrated locations and a unified structure

and process of proactive, transparent, and effective job seeker and business services, orchestrated by a seamless collaboration of talent development and support agencies.

The purpose of this Memorandum of Understanding (MOU) is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in Region VII create a seamless, customer-focused American Job Center network that aligns service delivery across the board and enhances access to program services. By realizing One-Stop opportunities together, partners are able to build community-benefiting bridges, rather than silos of programmatic isolation.

Vision

Empower Region VII employers, individuals, and communities to prosper and grow the region's economy through a workforce development system that is inherently customer-centered, seamless, and effective.

Mission

To establish a workforce system that provides data-driven and employer-validated talent solutions through the integration of education, workforce, and economic development resources across systems.

American Job Centers

One-Stop Career Centers has two American Job Centers, also known as One-Stop Career Centers, which are designed to provide a full range of assistance to job seekers and businesses in one location. They were established under the Workforce Investment Act of 1998 and are continued by the Workforce Innovation and Opportunity Act of 2014. The centers offer a comprehensive array of services designed to match clients with opportunities.

Martinsburg One-Stop Career Center (American Job Center)

One-Stop Director: Peter Christensen
Phone: (304) 264-6133
Mailing Address: 202 Viking Way, Martinsburg, WV 25401
Email Address: pchristensen@region7workforce.org
Operating Hours: 8:00 am through 4:00 pm, Monday through Friday
Website: www.wvregion7workforce.org

South Branch One-Stop Career Center (American Job Center)

One-Stop Director: Peter Christensen
Phone: (304) 530-3917
Mailing Address: 151 Robert C. Byrd Industrial Park Road, Suite 2, Moorefield, WV 26836
Email Address: pchristensen@region7workforce.org

Operating Hours: 8:00 am through 4:00 pm, Monday through Friday
 Website: www.wvregion7workforce.org

One-Stop Operator

One-Stop Career Centers selected the one-stop operator, Thomas P. Miller & Associates, through a competitive process in accordance with Uniform Guidance, WIOA, and its implementing regulation, and Local procurement laws and regulations. All documentation for the competitive one-stop operator procurement and selection process is published and may be viewed on the Region VII WDB website at: www.wvregion7workforce.org. The State requires that the one-stop operator is competitively selected at least every three years and no later than every four years. Functional details are outlined in the Role and Responsibilities of Partners section under One-Stop Operator.

Partners Co-Located at the One-Stop Career Centers

Partner Program	Partner Organization	Category	Contact Person
Adult Education	Eastern Panhandle Instructional Cooperative (EPIC)	WIOA Title II Adult Education and Family Literacy Act (AEFLA)	John Holmes
Division of Rehabilitation Services	West Virginia Division of Rehabilitation Services	Rehabilitation Act of 1973	Pisnu Bua-lam
Job Service	WorkForce West Virginia	Wagner-Peyser Employment Services	Scott Adkins
Unemployment Insurance	WorkForce West Virginia	Wagner-Peyser Employment Services	Scott Adkins
WIOA Title I (Adult, Dislocated Worker, and Youth Services)	Region VII Workforce Development Board	WIOA Title I (Adult, Dislocated Worker, and Youth Services)	T.J. Van Meter
Temporary Assistance for Needy Families	Department of Health and Human Resources	Temporary Assistance for Needy Families	Jenny Tingler

Partners with Physical Presences at the One-Stop Career Center

Partner Program	Partner Organization	Category	Contact Person
Adult Education	Eastern Panhandle Instructional Cooperative (EPIC)	WIOA Title II Adult Education and Family Literacy Act (AEFLA)	John Holmes
Jobs for Veterans State Grants	WorkForce West Virginia	Jobs for Veterans State Grants	Scott Adkins

United Way of Eastern Panhandle, Inc.	United Way of the Eastern Panhandle, Inc.	Additional Partner	Penny Porter
SNAP E&T Program	Department of Health and Human Resources	Additional Partner	Kathy Bradley and Jenny Tingler
Temporary Assistance for Needy Families (TANF)	Department of Health and Human Resources	Temporary Assistance for Needy Families (TANF)	Kathy Bradley and Jenny Tingler

Partners with Electronic Presence at the One-Stop Career Center

Partner Program	Partner Organization	Category	Contact Person
Career and Technical Education (Perkins)	Blue Ridge Community and Technical College	Career and Technical Education (Perkins)	Dr. Peter Checkovich
Career and Technical Education (Perkins)	Eastern West Virginia Community and Technical College	Career and Technical Education (Perkins)	Dr. Thomas Straplin
Community Services Block Grant	Eastern West Virginia Community Action Agency, Inc.	Community Services Block Grant	Matthew Hinkle
HUD Employment and Training Programs	Grant County Housing Authority	HUD Employment and Training Programs	Dennis Rogers
Job Corps	Harpers Ferry Job Corps	Job Corps	Shawn Miller
Senior Community Service Employment Program	Senior Community Service Employment Program	Senior Community Service Employment Program	Melissa Earle
National Farmworker Jobs Program (NFJP)	Telamon Corporation	Migrant Seasonal Farmworkers	Susan Olney
Trade Adjustment Assistance (TAA)	WorkForce West Virginia	Trade Adjustment Assistance (TAA) authorized under chapter 2 of title II of the Trade Act of 1974	Scott Adkins

Partner Services

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the American Job Center network system. Additional services may be provided on a case by case basis and with the approval of the Local WDB and the CLEO.

Business Services

- Serve as a single point of contact for businesses responding to all requests in a timely manner
- Conduct outreach regarding Local workforce system's services and products
- Provide access to labor market information
- Assist with the interpretation of labor market information
- Use of one-stop center facilities for recruiting and interviewing job applicants
- Post job vacancies in the state labor exchange system and take and fill job orders
- Provide information regarding workforce development initiatives and programs
- Provide information and services related to Unemployment Insurance taxes and claims
- Conduct Rapid Response activities regarding closures and downsizings
- Provide customized recruitment and job applicant screening, assessment and referral services
- Conduct job fairs
- Consult on human resources issues
- Provide information regarding disability awareness issues
- Provide information regarding assistive technology and communication accommodations
- Assist with disability and communication accommodations, including career coaches
- Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
- Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
- Develop customized training opportunities to meet specific employer and/or industry cluster needs
- Coordinate with employers to develop and implement layoff aversion strategies
- Provide incumbent worker upgrade training through various modalities
- Develop, convene, or implement industry or sector partnerships

Job Seeker Services

Basic Career Services

- Outreach, intake, and orientation to the information, services, programs, tools and resources available through the Local workforce system
- Initial assessments of skill level(s), aptitudes, abilities, and supportive service needs
- In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)
- Access to employment opportunities and labor market information

- Performance information and program costs for eligible providers of training, education, and workforce services
- Information on performance of the Local workforce system
- Information on the availability of supportive services and referral to such, as appropriate
- Information and meaningful assistance on Unemployment Insurance claim filing
- Determination of potential eligibility for workforce Partner services, programs, and referral(s)
- Information and assistance in applying for financial aid for training and education programs not provided under WIOA

Individualized Career Services

- Comprehensive and specialized assessments of skill levels and service needs
- Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals
- Referral to training services
- Group counseling
- Literacy activities related to work readiness
- Individual counseling and career planning
- Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance
- Work experience, transitional jobs, registered apprenticeships and internships
- Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training
- Post-employment follow-up services and support

Training

- Occupational skills training through Individual Training Accounts (ITAs)
- Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
- On-the-Job Training (OJT)
- Incumbent Worker Training
- Programs that combine workplace training with related instruction which may include cooperative education
- Training programs operated by the private sector
- Skill upgrading and retraining
- Entrepreneurial training

- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
- Other training services as determined by the workforce partner's governing rules

Youth Services

- Tutoring study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential
- Paid and unpaid work experiences that have as a component academic and occupational education, which may include: summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster
- Supportive services
- Follow-up services for not less than 12 months after the completion of participation, as appropriate
- Financial literacy education
- Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services
- Alternative secondary school services, or dropout recovery services, as appropriate
- Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved
- Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate
- Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate
- Entrepreneurial skills training
- Activities that help youth prepare for and transition to postsecondary education and training

Partner On-Site Representation Schedule

Martinsburg One-Stop Career Center

Partner Program	# of Staff	Weekly Staff Hours	# of FTEs	% of Total FTEs
Adult Education	1	20	0.5	3.6%
Jobs for Veterans State Grants	1	40	1.0	7.2%
SNAP E&T	2	24	0.3	4.3%
Unemployment Insurance	4	160	4.0	28.9%
Wagner-Peyser	5	200	5.0	36.0%
WIOA Title I	4	111	0.7	20.0%
Totals	17	555	11.5	100%

South Branch One-Stop Career Center

Partner Program	# of Staff	Weekly Staff Hours	# of FTEs	% of Total FTEs
DHHR	20	800	20.0	60.4%
DRS	6	240	6.0	18.1%
SNAP E&T	1	8	0.2	0.6%
Unemployment Insurance	2.5	100	2.5	7.6%
Wagner-Peyser	2.5	100	2.5	7.6%
WIOA Title I	1	40	1.0	3.0%
Region VII WDB	4	142	0.9	2.7%
Totals	37	1,510	33.1	100%

Roles and Responsibilities of Partners

The Parties to this agreement will work closely together to ensure that all Region VII American Job Centers are high-performing work places with staff who will ensure quality of service.

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),

- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- all amendments to each, and
- all requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

Chief Local Elected Official

The CLEO, Bill Clark, will, at a minimum:

- In Partnership with the Region VII WDB and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by One-Stop Career Centers and their Partners, and that incorporates plans for each of the Local areas in the planning region,
- Approve One-Stop Career Centers budget and workforce center cost allocation plan,
- Approve the selection of the one-stop operator following the competitive procurement process, and
- Coordinate with One-Stop Career Centers to oversee the operations of the Region VII American Job Center network.

Region VII WDB

The Region VII WDB ensures the workforce-related needs of employers, workers, and job seekers in Region VII and/or the region are met, to the maximum extent possible with available resources. The One-Stop Management Consortium Chair, Layne Diehl, and Executive Director, T.J. Van Meter, will, at a minimum:

- In Partnership with the CEO and other applicable Partners within Region VII, develop and submit a Local WDB plan that includes a description of the activities that shall be undertaken by the Local WDB and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy,
- In Partnership with the CEO and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region,
- In collaboration and Partnership with the CEO and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies,
- In cooperation with the Local CEO and the other Local WDBs within the regional area, design and approve the American Job Center network structure. This includes, but is not limited to:

- Adequate, sufficient, and accessible one-stop center locations and facilities,
- Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
- A holistic system of supporting services, and
- One or more competitively procured one-stop operators.
- In collaboration with the CLEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s)
- Determine the role and day-to-day duties of the one-stop operator,
- Approve annual budget allocations for operation of the American Job Center network,
- Help the one-stop operator recruit operational Partners and negotiate MOUs with new partners,
- Leverage additional funding for the American Job Center network to operate and expand one-stop customer activities and resources, and
- Review and evaluate performance of Region VII and one-stop operator.

Local Workforce Development Board Staff

Specific responsibilities include, at a minimum:

- Assist the CLEO and the Local WDB with the development and submission of a single regional plan,
- Support the Local WDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- Provide operational and grant-specific guidance to the one-stop operator,
- Investigate and resolve elevated customer complaints and grievance issues,
- Prepare regular reports and recommendations to the Local WDB, and
- Oversee negotiations and maintenance of MOUs with one-stop Partners.

One-Stop Operator

Thomas P. Miller & Associates will employ one One-Stop Director (see American Job Centers section above) who will act as a “functional leader”. As such, he will have the authority to organize Partner staff, in order to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member’s employer of record. The one-stop operator, through the One-Stop Director, will, at a minimum:

- Manage **daily operations**, including but not limited to:
- Managing and coordinating Partner responsibilities, as defined in this MOU,
- Managing hours of operation, including the once weekly extended hours of operation,
- Coordinating daily work schedules and work flow based upon operational needs, and
- Coordinating staff vacations/unscheduled absences with the formal leader to ensure service coverage by center staff.
- Assist the Local WDB in establishing and maintaining the **American Job Center network structure**. This includes but is not limited to:
- Ensuring that State requirements for center certification are met and maintained,
- Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible,
- Ensuring that Region VII WDB policies are implemented and adhered to,
- Adhering to the provisions outlined in the contract with One-Stop Career Centers and One-Stop Career Centers Business Plan,
- Reinforcing strategic objectives of One-Stop Career Centers to Partners, and
- Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.
- **Integrate systems and coordinate services** for the center and its Partners, placing priority on customer service.
- Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts.
- Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams, e.g. Skills Development Team or Business Services Team.
- Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program.
- The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center.
- Oversee and coordinate partner, program, and American Job Center network **performance**. This includes but is not limited to:

- Providing and/or contributing to reports of center activities, as requested by One-Stop Career Centers,
- Providing input to the formal leader (partner program official) on the work performance of staff under their purview,
- Notifying the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status,
- Identifying and facilitating the timely resolution of complaints, problems, and other issues,
- Collaborating with the Local WDB on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603),
- Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations,
- Evaluating customer satisfaction data and propose service strategy changes to One-Stop Career Centers based on findings.
- Manage fiscal responsibilities and records for the center. This includes assisting One-Stop Career Centers with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

Thomas P. Miller & Associates will not assist in the development, preparation and submission of Local plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate one-stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of One-Stop Career Centers. The Region VII WDB is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

Partners

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator,
- Joint planning, policy development, and system design processes,
- Commitment to the joint mission, vision, goals, strategies, and performance measures,

- The design and use of common intake, assessment, referral, and case management processes,
- The use of common and/or linked data management systems and data sharing methods, as appropriate,
- Leveraging of resources, including other public agency and non-profit organization services,
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

Data Sharing

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with One-Stop Career Centers's policies and procedures regarding the safeguarding of PII.
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.

- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All One-Stop Career Center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. §1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Referrals

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the Region VII American Job Center network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

Accessibility

Accessibility to the services provided by the American Job Centers and all Partner agencies is essential to meeting the requirements and goals of the Region VII American Job Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

Physical Accessibility:

One-Stop Career Centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an “equal and meaningful” manner providing access for individuals with disabilities.

Virtual Accessibility:

One-Stop Career Centers will work with the Any State Workforce Development Board (State WDB) to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with One-Stop Career Centers to post content through its website.

Communication Accessibility:

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility:

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have

been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all American Job Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the American Job Center network.

Outreach

One-Stop Career Centers and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- Specific steps to be taken by each partner,
- An outreach plan to the region's human resources professionals,
- An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- An outreach and recruitment plan for out-of-school youth,
- Sector strategies and career pathways,
- Connections to registered apprenticeship,
- A plan for messaging to internal audiences,
- An outreach tool kit for Partners,
- Regular use of social media,
- Clear objectives and expected outcomes, and
- Leveraging of any statewide outreach materials relevant to the region.

Dispute Resolution

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the Region VII Customer Grievance Policy.) A disagreement is considered to have reached the level of dispute resolution when an

issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the Local WDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
- Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to The One-Stop Management Consortium Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
- The One-Stop Management Consortium Chair (or designee) shall place the dispute on the agenda of a special meeting of the Local WDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by majority consent of the Executive Committee members present.
- The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
- The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
- The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
- The One-Stop Management Consortium Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

Monitoring

The Region VII WDB, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- Those laws, regulations, and policies are enforced properly,
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,

- Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, 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 37 and 38.

Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge One-Stop Career Centers and the One-Stop Operator have no responsibility and/or liability for any actions of the One-Stop Career Center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of One-Stop Career Centers or the One-Stop Operator.

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.

Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will

target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the “Buy American Act.”) and as referenced in WIOA Section 502 and 20 CFR 683.200.

Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2024; Final PY 2024 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2024, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of West Virginia. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

Steps to Reach Consensus

1. Notification of Partners

The One-Stop Management Consortium Chair (or designee) must notify all Parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

2. Kickoff Meeting

The One-Stop Management Consortium Chair (or designee) is responsible for convening all required and optional American Job Center Partners to formally kick-off negotiations, and to ensure that, at a minimum, all American Job Center Partners from all counties within Region VII are appropriately represented. The kickoff meeting should take place no later than within four (4) weeks of notification as it must be hosted in a timely manner to allow for all steps to be conducted in good faith and in an open and transparent environment.

At the kickoff meeting, The One-Stop Management Consortium Chair (or designee) must provide a detailed review of all relevant documents, facts, and information and ensure all Parties have sufficient time to ask questions or voice concerns and are fully aware of expectations and the overall process.

3. Negotiations

Over the course of the four (4) weeks following the formal kickoff meeting, Partners must submit all relevant documents to The One-Stop Management Consortium Chair (or designee) to begin the drafting of the MOU. During this time frame, additional formal or informal meetings (informational and negotiation sessions) may take place, so long as they are conducted in an open and transparent manner, with pertinent information provided to all Parties.

4. Draft MOU

Within six (6) weeks of the kickoff meeting, The One-Stop Management Consortium Chair (or designee) must email a complete draft of the MOU to all Parties.

5. Review and Comment

Within three (3) weeks of receipt of the draft MOU, all Parties must review and return feedback to The One-Stop Management Consortium Chair (or designee). It is advised that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency. It is the responsibility of The One-Stop Management Consortium Chair (or designee) to ensure all American Job Center Partners to the MOU are aware of the comments and revisions that are needed.

6. Finalized Draft

The One-Stop Management Consortium Chair (or designee) must circulate the finalized MOU and secure Partner signatures within four (4) weeks of receipt of feedback. The WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all Parties.

If determined that a Partner is unwilling to sign the MOU, then The One-Stop Management Consortium Chair (or designee) must ensure that the dispute resolution process is followed.

Modification Process

1. Notification

When a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).

2. Discussion/Negotiation

Upon notification, The One-Stop Management Consortium Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, The One-Stop Management Consortium Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes One-Stop Career Centers, wherein the new party assumes all

of the rights and obligations of the original party. Upon execution, The One-Stop Management Consortium Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a Partner is unwilling to agree to the MOU modification, The One-Stop Management Consortium Chair (or designee) must ensure that the process in the Dispute Resolution section is followed.

3. Signatures

The One-Stop Management Consortium Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as The One-Stop Management Consortium Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

Termination

This MOU will remain in effect until the end date specified in the Effective Period section below, unless:

- All Parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from One-Stop Career Centers Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.

All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

Effective Period

This MOU is entered into on July 1, 2024. This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2025, unless any of the reasons in the Termination section above apply.

One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the Region VII American Job Center network. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by American Job Center Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this One-Stop operating budget the master budget that is necessary to maintain Region VII's high-standard American Job Center network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA),
- Career services, and
- Shared services.

All costs must be included in the MOU, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The One-Stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

One-Stop Budgets FY 2025

Region 7 One Stop Budget FY

Salary/Fringe	350,000
Occupancy	175,000
Telephone/Internet	12,000
Supplies	5,700
Copiers	11,000
Advertising	0
Travel	7,500
Job Fairs/Advisory Meetings	0
Professional Development	1,300
One-Stop Operator	62,500
TOTAL	625,000

*One-Stop budget is approved as a part of the overall WDB budget at the annual meeting in June.

**One-Stop budget is subject to annual revision. This section of the IFA will be updated as needed.

Cost Allocation Methodology

All Partners in Region VII are physically co-located in the One-Stop Center(s) as outlined in the Partner On-Site Representation Schedule section of the MOU, with the following exceptions:

- Adult Education (EPIC)
- Blue Ridge Community and Technical College
- Eastern West Virginia Community Action Agency, Inc.
- Eastern West Virginia Community and Technical College
- Grant County Housing Authority
- Harpers Ferry Job Corps
- Telamon Corporation

These partners/programs are linked virtually through online/telephone service access to a program staff member via cross-trained front desk staff and other, physically co-located, partner staff that can provide information and referrals.

One-Stop Career Centers selected one cost allocation base to determine overall Partner contributions. The method that was selected was square footage. This was done in an effort:

- To best reflect Partner use of One-Stop Career Center facilities,
- To not adversely impact Partners' budgets that are not physically co-located at the One-Stop Career Center(s), and
- To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the One-Stop Career Center(s) and relative benefit received.

Current One-Stop Partner Contributions and Allocation Bases Per Cost Item

Region VII Workforce Development Board: \$36,000.00 annually

- Executive Director's Office (Martinsburg): \$250.00 per month (Rent)
- Assistant Executive Director's Office (Martinsburg): \$250.00 per month (Rent)
- Large Conference Room (Martinsburg): \$250.00 per month (Rent)
- Kitchen (Martinsburg): \$250.00 per month (Rent)
- Executive Director's Office (South Branch): \$500.00 per month (Rent)
- Assistant Executive Director's Office (South Branch): \$250.00 per month (Rent)
- Program Manager's Office (South Branch): \$250.00 per month (Rent)
- Receptionist's Office (South Branch): \$250.00 per month (Rent)
- Small Office (South Branch): \$250.00 per month (Rent)
- Conference Room (South Branch): \$250.00 per month (Rent)
- Kitchen (South Branch): \$250.00 per month (Rent)

DRS: \$300.00 annually for electronic referral system known as J.A.C.K.

SCSEP: \$3,000.00 annually

- Case Manager's Office (Martinsburg): \$250.00 per month (Rent)

United Way of the Eastern Panhandle: \$6,000.00 annually

- Case Manager's Office (Martinsburg): \$250.00 per month (Rent)
- Case Manager's Office (South Branch): \$250.00 per month (Rent)

All Partners: The cost reimbursement for copies will be one (1) cent per black/white and seven and a half (7.5) cents per color.

*The cost allocation methodology utilized for rent is based upon a combination of square footage and relative benefit received.

Cost Reconciliation and Allocation Base Update

All Parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

- Partners will provide One-Stop Career Centers with the following information no later than fifteen (15) days after the end of each quarter, as applicable:
- Quarterly cost information and documentation of the actual costs,
- Updated staffing information (per the 1st day of the 1st month of each quarter), and
- Actual customer participation numbers (per the last day of the last month of each quarter).
- Upon receipt of the above information, One-Stop Career Centers will:
- Compare budgeted costs to actual costs,
- Update the allocation bases, and
- Apply the updated allocation bases, as described in the Cost Allocation Methodology section above, to determine the actual costs allocable to each partner.
- One-Stop Career Centers will prepare an updated budget document showing cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the quarter.
- One-Stop Career Centers will submit the invoices to the Partners and send a copy of the updated budget to all Parties no later than forty-five (45) days after the end of each quarter. The Partners understand that the timeliness of One-Stop Career Centers's preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each Partner in providing the necessary cost information. For Partners that advance funds to the Local area, One-Stop Career Centers will only send a copy of the updated budget.
- Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to One-Stop Career Centers no later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the Local area, One-Stop Career Centers may draw down funds for quarterly payments upon approval via email of the reconciled budget.
- Partners will communicate any disputes with costs in the invoice or the adjusted budget to One-Stop Career Centers in writing. One-Stop Career Centers will review the disputed cost items and respond accordingly to the Partner and Local WDB within ten (10) days of receipt of notice of the disputed costs. When necessary, One-Stop Career Centers will revise the invoice and the adjusted budget upon resolution of the dispute.

Infrastructure Funding Agreement

American Job Center infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the American Job Center, including, but not limited to:

- Rental of the facilities
- Utilities and maintenance
- Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
- Technology to facilitate access to the American Job Center, including technology used for the center's planning and outreach activities

All Parties to this MOU and IFA recognized that infrastructure costs are applicable to all required Partners, whether they are physically located in the American Job Center or not. Each partner's contributions to these costs, however, may vary, as the contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

Partners

Partners funding the costs of infrastructure according to this IFA are the same as identified in the Partners section of the MOU.

Infrastructure Budget

	<u>One-Stops</u>
Occupancy	175,000
Telephone/Internet	12,000
Supplies	5,700
Copiers	11,000
Advertising	0
Travel	7,500
Job Fairs/Advisory Mtgs	0
Professional Development	1,300
One-Stop Operator	62,500
TOTAL	275,000

Career Services Budget

	<u>One-Stops</u>
Salary/Fringe	350,000
TOTAL	350,000

Note: The following required partners are co-located at the One-Stop Career Centers; however, they do not pay rent to the One-Stop Career Centers. They have separate leases with their landlords and pay them directly. These required partner agencies include: Wagner-Peyser, Unemployment Compensation, Division of Rehabilitation Services, and the Department of Health and Human Resources.

Cost Allocation Methodology

All Parties agree that the cost allocation methodology for this IFA will be the same as described in the Cost Allocation Methodology section of the MOU.

Cost Reconciliation and Allocation Base Update

All Parties agree that the cost reconciliation and allocation base update for this IFA will be the same as described in the Cost Reconciliation and Allocation Base Updated section of the MOU.

Steps to Reach Consensus

All Parties agree that the steps to reach consensus for this IFA will be the same as described in the Steps to Reach Consensus section of the MOU. Partners will make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget the Region VII American Job Center network.

Dispute and Impasse Resolution

All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the process outlined in the Dispute Resolution section of the MOU must be followed.

If Partners in a Local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered.

Step 1: Notice of failure to reach consensus given to the Governor.

If the Parties cannot reach consensus on methods of sufficiently funding a One-Stop Career Center's infrastructure costs and the amounts to be contributed by each Local Partner program, the Region VII WDB is required to notify the Governor.

Step 2: Negotiation materials provided to Governor.

The One-Stop Management Consortium Chair (or designee) must provide the appropriate and relevant materials and documents used in the negotiations to the Governor, preferably at the time of the notification of failure to reach consensus, but no later than five (5) business days thereafter. At a minimum, The One-Stop Management Consortium Chair (or designee) must provide to the Governor:

- The Local WIOA plan,
- The cost allocation methodology or methodologies proposed by the Partners to be used in determining the proportionate share,
- The proposed amounts or budget to fund infrastructure costs,
- The amount of Partner funds included,
- The type of funds (cash, non-cash, and third-party in-kind contributions) available (including all documentation on how Partners valued non-cash and third-party in-kind contributions consistent with 2CFR 200.306),
- Any proposed or agreed on American Job Center budgets (for individual centers or a network of centers), and
- Any partially agreed upon, proposed, or draft IFAs.

The Local WDB may also provide the Governor with additional materials that they or the Governor find to be appropriate.

Step 3: Governor Determinations and Calculations

The Governor will:

- Determine one-stop center infrastructure budget(s),
- Establish cost allocation methodology(s),
- Determine Partners' proportionate shares,
- Calculate statewide caps,
- Assess the aggregate total of infrastructure contributions as it relates to the statewide cap, and
- Adjust allocations.

Once all determinations and calculations are completed, the Governor will notify One-Stop Career Centers Chair (or designee) of the final decision and provide a revised IFA for execution by the Parties.

Step 4: IFA Execution

The IFA becomes effective as of the date of signing by the final signatory.

Programs may appeal the Governor's determinations of their infrastructure cost contributions in accordance with the process established under 20 CFR 678.750, 34 CFR 361.750, and 34 CFR 463.750.

Modification Process

All Parties agree to abide by the process for modification, as outlined in the Modification Process section of the MOU.

Effective Period

This IFA is entered into July 1, 2024. This IFA will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2025, unless any of the reasons in the Termination section of the MOU apply.

Definitions

One-Stop Delivery System

The one-stop delivery system (herein also referred to as the American Job Center network) brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-Stop Partners administer separately funded programs as a set of integrated streamlined services to customers.

[20 CFR 678.300(a); 34 CFR 361.300(a); and 34 CFR 463.300(a)]

Required One-Stop Partners

Department of Labor

- WIOA title I programs:
 - Adult, Dislocated Worker, and Youth formula programs;
 - Job Corps;
 - YouthBuild;
 - Native American programs;
 - Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
- Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C.49 et seq.), as amended by WIOA title III;
- Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- Unemployment Compensation (UC) programs;
- Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.;
- Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

Department of Education

- Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
- The State Vocational Rehabilitation (VR) Services program authorized under title I of Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;

Department of Housing and Urban Development

- Employment and training programs;

Department of Health and Human Services

- Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).

[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the Local WDB and chief elected official(s) approve the entity's participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs

providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (p. 7)]

Infrastructure Costs

Non-personnel costs that are necessary for the general operation of the one-stop center, including but not limited to applicable facility costs (such as rent), costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. Common identifier costs may be considered as costs of one-stop infrastructure.

[WIOA sec. 121(h)(4); 20 CFR 678.700(a)-(b); 34 CFR 361.700(a)-(b); and 34 CFR 463.700(a)-(b)]

Additional Costs

Must include the costs of the provision of career services in Sec. 134(c)(2) applicable to each program consistent with Partner program's applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200 and may include shared operating costs and shared services.

[WIOA Sec. 121(i)(1); 20 CFR 678.760(a); 34 CFR 361.760(a); 34 CFR 463.760(a); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

Shared Operating Costs and Shared Services

Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop Partners, and business services.

[WIOA sec. 121(i)(2); 20 CFR 678.760(b); 34CFR 361.760(b); 34 CFR 463.760(b); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

One-Stop Operating Budget

The one-stop operating budget of one-stop centers or American Job Centers (AJC) is the financial plan that the one-stop partners, the CLEO, and the Local WDB have agreed to in the MOU that will be used to achieve their goals of delivering services in a local area. The MOU must contain, among other things, provisions describing how the costs of shared services provided by the one-stop system and the operating costs of such system will be funded, including the infrastructure costs for the one-stop system (WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b)).

The One-Stop operating budget may be considered the master budget that contains a set of individual budgets or components that consist of costs that are specifically identified in the statute: infrastructure costs, defined in WIOA sec. 121(h)(4); and additional costs which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the one-stop delivery system and do not constitute infrastructure costs. These additional costs are described in WIOA sec. 121(i). The One-Stop operating budget must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflect a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner's use of the One-Stop Career Center and relative benefit received. The One-Stop operating budget may be further refined by the One-Stop Partners, as needed, to assist in tracking their contributions. It may be necessary at times to separate the budget of a comprehensive One-Stop Career Center from a specialized one-Stop Career Center or an affiliate One-Stop Career Center.

One-Stop operating costs include infrastructure costs and additional costs, which are made up of applicable career service, shared operating costs and shared services

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System]

Infrastructure Funding Agreement (IFA)

The IFA contains the infrastructure costs budget that is an integral component of the overall One-Stop operating budget. The other component of the One-Stop operating budget consists of applicable career services, shared operating costs, and shared services, which are considered additional costs. While each of these components covers different cost categories, an operating budget would be incomplete if any of these cost categories were omitted, as all components are necessary to maintain a fully functioning and successful local one-stop delivery system. Therefore, the Departments strongly

recommend that the Local WDBs, one-stop partners, and CEOs negotiate the IFA, along with additional costs when developing the operating budget for the local one-stop system. The overall one-stop operating budget must be included in the MOU. IFAs are a mandatory component of the local MOU, described in WIOA sec. 121(c) and 20 CFR 678.500 and 678.755. Similar to MOUs, the Local WDB may negotiate an umbrella IFA or individual IFAs for one or more of its One-Stop Career Centers.

The Departments also consider it essential that the IFA include the signatures of individuals with authority to bind the signatories to the IFA, including all one-stop partners, CEO, and Local WDB participating in the IFA.

Changes in the One-Stop Partners or an appeal by a One-Stop Partner's infrastructure cost contributions will require a renewal of the MOU.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System]

Funding Types

Cash

- Cash funds provided to the Local WDB or its designee by One-Stop Partners, either directly or by an interagency transfer, or by a third party.

Non-Cash

- Expenditures incurred by One-Stop Partners on behalf of the One-Stop Career Center; and
- Non-cash contributions or goods or services contributed by a Partner program and used by the One-Stop Career Center.

Third-party In-kind

- Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to:
- Support the one-stop center in general; or
- Support the proportionate share of one-stop infrastructure costs of a specific partner.

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760]

Allocation

Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The

process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

[2 CFR 200.4]

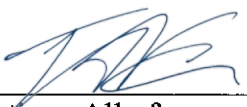
Cost Objective

Cost objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the non-Federal entity, a particular service or project, a Federal award, or an indirect (Facilities & Administrative (F&A)) cost activity, as described in Subpart E-Cost Principles of this Part. See also §§ 200.44 Final cost objective and 200.60 Intermediate cost objective.

[2 CFR 200.28]

Authority and Signature

► **One completed, signed, and dated Authority and Signature page is required for each signatory official.**

By signing my name below, I,  _____, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The MOU
The Operating Budget
The Infrastructure Funding Agreement (IFA)

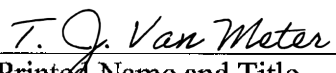
By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

The MOU
The Operating Budget
The Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2025, whichever occurs earlier.

 _____
Signature 7/1/2024
Date

 _____
Printed Name and Title

Region VII Workforce Development Board
Agency Name

Email: tjvanmeter@region7workforce.org Phone: (304) 264 - 6133

Agency Contact Information