

ATTACHMENT

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Region VII WDB

Contract for One-Stop Operator Services
with

Thomas P. Miller and Associates, LLC.

CONTRACT FOR ONE-STOP OPERATOR SERVICES
Between the
TPMA, LLC
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 TPMA, LLC and the Region VII Workforce Development Board (WDB). Services identified herein or by reference made herein will commence July 1, 2026, and end June 30, 2027.

Overview

- A. TPMA will serve as the One-Stop Operator. TPMA shall provide unduplicated career services to Workforce Innovation and Opportunity Action (WIOA) eligible individuals and business services to employers.
- B. TPMA 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. TPMA 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. TPMA 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 TPMA.

H. TPMA 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. TPMA 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. TPMA shall develop in coordination with partners a customer flowchart that includes access to and services available for career and training activities.

K. TPMA 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. TPMA will establish a policies and procedures for holidays, inclement weather, breaks and time off for distribution to all One-Stop Career Center staff.

M. TPMA will continue to provide services to WIOA registered and enrolled clients who are being carried forward from the previous program year.

N. TPMA 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. TPMA will be responsible for maintaining the MACC database and that information is updated regularly and timely.

P. TPMA 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. TPMA must notify the Region VII WDB and WorkForce West Virginia of any closure or reduction in hours for any affiliate office.

R. TPMA will be responsible for ensuring that career and training services are available in all comprehensive and affiliate sites. TPMA 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. TPMA 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. TPMA 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. TPMA 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 childcare, 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 requires 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

TPMA 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

TPMA 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. TPMA 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

TPMA 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. TPMA 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. TPMA 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. TPMA 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. TPMA 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. TPMA 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, TPMA 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, TPMA 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. TPMA 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. TPMA will coordinate the provision of career services to all job seekers.
- B. TPMA will provide job placement and replacement services as needed by job seekers of the one-stop.
- C. When funds are available, TPMA 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. TPMA 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 TPMA to assure that payments are made pursuant to Board policy.
- E. TPMA shall assure that staff and recipients sign relevant forms, time sheets, check receipts, or support receipt documents.
- F. TPMA 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. TPMA 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. TPMA will recognize staff who exhibit good customer service.
- I. The Board will contact the appropriate individual in TPMA's office any time a complaint other than a formal grievance is referred to the Board.
- J. TPMA 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, TPMA 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 TPMA'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 TPMA the information regarding financial availability of funds to pay for career and training and services. TPMA 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. TPMA 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 (TPMA) 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. TPMA will provide the following:

- Oversight of budget expenditures related to the One-Stop Operator Services, 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 individual and family medical coverage through TPMA's health insurance provider.
- Access to long and short term disability insurance coverage.
- Access to a retirement plan.
- Access to holidays and paid-time off per TPMA's policy.

Region VII Workforce Development Board will provide the following:

- Secure and keep in force during the term of this Contract all applicable insurance coverage covering TPMA for any and all claims of any nature which may in any manner arise out of or result from TPMA's performance under this Contract. Proof of insurance coverage must be provided as certificates of coverage prior to the commencement of this contract. TPMA is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
- Payment for all job-seeker funding, stipends, and related items.
- Submit and request timely reimbursement invoices for all TPMA-related One-Stop Operator Services through the OASIS System.
- Expense reimbursement related to and incurred by TPMA to replace and train new employees due to attrition and/or turnover including normal course of business and unforeseen changes in operations.

Programmatic Management. The Board will ensure the one-stop operator (TPMA) 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	74.0%	79.0%	65.7%
2. Employment Rate 4 th Quarter After Exit	71.0%	83.0%	64.6%
3. Credential Attainment	79.0%	83.0%	61.0%
4. Median Earnings	\$7,000.00	\$10,500.00	\$3600.00
5. Measurable Skills Gain	48.0%	44.0%	50.0%

May be updated per Workforce WV or U.S. Department of Labor

TPMA 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

TPMA 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 service
- 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

TPMA 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, 2026 - June 30, 2027. This contract may be extended or renewable, up to four (4) years, at the discretion of the Region VII WDB subject to TPMA's performance, funding, and mutual agreement between both parties. Notification of contract renewal for the following fiscal year to be provided no less than forty-five (45) days prior to term end date.

Area of Service

TPMA 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.

Termination

In the event either party materially breaches this Contract, either party shall have seven (7) business days after delivery of written notice of break to rectify or correct the problem. If either party fails to correct the break, either party may terminate this Contract within thirty (30) days' notice in writing, delivered to the business address of the other party. TPMA shall be compensated for services provided up to the date such termination becomes effective.

INDEMNIFICATION

Both parties shall indemnify and hold harmless each other, their respective officers, employees, and agents from any and all loss, liability, claims, judgments, and liens, including costs and expenses, arising out of any negligent act or omission of Client or Contractor or any of their officers, agents, employees, or subcontractors in the performance of this Agreement.

FORCE MAJEURE

If either party is unable to perform its obligations under the terms of this Agreement due to events which may include acts of God, public health emergencies as determined by a state or local governmental body (including, but not limited to pandemic, epidemic, or quarantine), war, government regulation, strikes, curtailment of transportation facilities, or other emergency making it inadvisable, illegal, or impossible to perform the scheduled event, such party's contractual obligations shall be excused and the party will not be liable for damages resulting from such failure to perform. Notwithstanding the foregoing, a party affected by a force majeure event will use reasonable efforts to remedy or mitigate such event and effects thereof. Upon termination of the force majeure event, if reasonable, the performance of any suspended obligation or duty will promptly recommence. The party giving notice of a force majeure event shall do so in writing by electronic communication ("Notice") and all deposits minus expenses incurred through the date of Notice will be returned to the party exercising force majeure within thirty (30) days of such Notice." For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Payment Terms

TPMA will submit monthly invoices to Region VII Workforce Development Board during the billable month. Region VII WDB shall remit payment to TPMA within thirty (30) days of invoice receipt. Payment to TPMA shall be remitted via ACH or to the following address:

TPMA, LLC
PO Box 7047
Group 3056
Indianapolis, IN 46207

Compensation

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

The contractual compensation shall be **\$625,000.00** for FY 2027 as agreed upon by TPMA and Region VII Workforce Development Board

For TPMA, LLC

Mark B. Gramelspacher

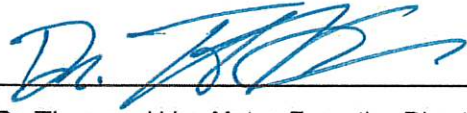
Jun 3, 2026, 2:33 PM EDT

Mark Gramelspacher, CEO & Managing Partner

6/2/2026

Date

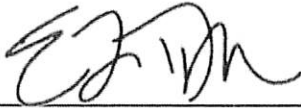
For the Region VII Workforce Development Board



Dr. Thomas J Van Meter, Executive Director

6-8-26

Date



Layne Diehl, Board Chair

6/5/2026

Date



Stephen Catlett, LEO

6/4/2026

Date

Record of Signing

TPMA, LLC

Mark B. Gramelspacher

CEO & Managing Partner

Mark B. Gramelspacher

Signed on Jun 3, 2026 2:33 PM EDT