

ATTACHMENT

U

Region VII WDB

MOU with the One-Stop
Management Consortium

Region VII Workforce Development Board

151 Robert C. Byrd Industrial Park Rd., Suite #2

Moorefield, West Virginia 26836

304-530-5258

tjvanmeter@region7workforce.org

REGION VII WORKFORCE DEVELOPMENT BOARD

And the

MANAGEMENT CONSORTIA

MARTINSBURG AND SOUTH BRANCH ONE-STOP CAREER CENTERS

And the

REGION VII ONE-STOP OPERATOR, TPMA, LLC

This agreement, for the period July 1, 2026 through June 30, 2027, is made and entered into by and between the Region VII Workforce Development Board (Region VII WDB) and the Management Consortia of the Martinsburg and South Branch One-Stop Career Centers for the governance of a Workforce Innovation and Opportunity Act Career Center as Chartered within the confines of this agreement and attachments.

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

WHEREAS: The Governor has designated the following eight (8) counties of Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, and Pendleton to be included in the service delivery area referred to as the Region VII WDB; and

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

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

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

WHEREAS: TPMA, LLC on behalf of the Martinsburg and South Branch Management Consortia provided the Region VII WDB with a proposal contained as Attachment A to operate chartered WorkForce WV Career Centers at locations 202 Viking Way,

Martinsburg WV and 151 Robert C. Byrd Industrial Park Road, Suite 2, Moorefield WV;
and

WHEREAS: The Region VII WDB, Eastern Panhandle Instructional Cooperative (EPIC), and the Martinsburg and South Branch Management Consortia have agreed to reimburse the Martinsburg and South Branch One-Stop Career Centers up to \$625,000.00 for services provided herein attached during the period July 1, 2026 through June 30, 2027; and

WHEREAS: The following Assurances and Contract Provisions apply to this agreement and must be certified by TPMA, LLC and the Martinsburg and South Branch Management Consortia:

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

NOW, THEREFORE BE IT RESOLVED that the Region VII Workforce Development Board enters into an agreement with TPMA, LLC and the Martinsburg and South Branch Management Consortia, when signed, constitutes a proper and valid agreement between the parties for the purpose of providing services as defined in this agreement for the period July 1, 2026 to June 30, 2027. All parties agree this agreement may be modified to update herein contained services or additional services upon mutual agreement of all parties.

FUNDING

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

CONTINUATION AND CANCELLATION

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

INVALID PROVISION

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

ENTIRE AGREEMENT

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

We, the undersigned, enter into this Agreement on this 1st day of July 2026.

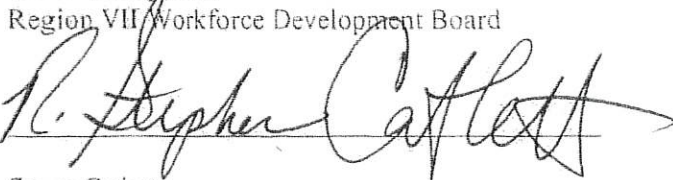
On behalf of the Region VII Workforce Development Board:



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



Layne Diehl
WDB Chairperson
Region VII Workforce Development Board



Steve Catlett
Chief Local Elected Official
Morgan County Commission

On behalf of TPMA, LLC

Martinsburg and South Branch Workforce WV Career Center One-Stop Operator:

Mark B. Gramolspacher

Mark Gramolspacher
CEO & Managing Partner
TPMA, LLC

May 1, 2026

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

John Holmes

John Holmes
Management Consortium Chairperson
Region VII One-Stop Career Centers

WHEREAS: TPMA is the One-Stop Operator at the Martinsburg and South Branch One-Stop Career Centers. TPMA, LLC will provide staff to serve as Career Coach and staff to serve as the Career Center Director as well as other staff deemed appropriate to operate the functions of the Career Centers. The Region VII WDB will provide funding to TPMA, LLC for the positions as outlined in the contractual agreement that establishes TPMA, LLC as the contracted One-Stop Operator; and

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

WHEREAS: The Region VII WDB has entered into an agreement with TPMA, LLC for a period of (12) months, July 1, 2026, through June 30, 2027, to authorize TPMA, LLC as the One-Stop Operator for the Martinsburg and South Branch One-Stop Career Centers. TPMA, LLC will be paid \$62,500.00 for twelve (12) months of service as One-Stop Operator.

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

ARTICLE I

FUNDING

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

ARTICLE II

RESPONSIBILITY OF TPMA

TPMA, LLC will employ a Career Coach and Career Center Director at the Martinsburg and South Branch One-Stop Career Centers at a minimum. TPMA, LLC reserves the right to employ other positions that enhance the services of the Career Centers as funding and the direction of the Management Consortium allow. While TPMA, LLC assumes responsibility for employment of the Career Coach, Career Center Director, and other Career Center staff. The Management Consortium is an advisory body to the Region VII WDB, so while suggestions regarding budget revision, staffing patterns or realignment may be made by the Management Consortium, such responsibility resides within the purview of the One-Stop Operator. TPMA, LLC will maintain appropriate employment and performance records in accordance with all applicable state and federal employment laws.

ARTICLE III

CONTINUATION AND CANCELLATION

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

ARTICLE IV
INVALID PROVISION

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

ARTICLE V
ENTIRE AGREEMENT

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

ARTICLE VI

DURATION

This Agreement shall become effective on the 1st day of July, 2026, and continue in effect until the 30th day of June, 2027 or until it is replaced or canceled pursuant to Article III.

We, the undersigned, enter into this Agreement on this 1st day of July 2026.

On behalf of the Region VII Workforce Development Board:



T.J. VanMeter, Executive Director
Region VII Workforce Development Board

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

Mark B. Gramelspacher May 1, 2026

Mark Gramelspacher, CEO & Managing Partner
TPMA, LLC

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

John Holmes

John Holmes, Chairperson
One-Stop Management Consortium

Attachment 1

Total \$625,000.00

TPMA, LLC, serving as the contracted One-Stop Operator for the Martinsburg and South Branch Career Centers will provide Workforce Innovation and Opportunity Act Career Services. The Martinsburg and South Branch Career Centers will provide WIOA services on behalf of the Region VII Workforce Development Board under the counsel and guidance of the Martinsburg and South Branch Management Consortium.

Attachment 2

WIOA CAREER COACH JOB DUTIES

- Provide assessment/case management services/WIOA career services to eligible customers in the WorkForce WV Center.
- Provide information allowing "customer choice" in a training program demand occupation.
- Perform advanced counseling services with limited supervision.
- Administer and interpret occupational tests and other career interest tests.
- Match job skills and interests with occupational areas and help develop a career plan.
- Help customers develop job seeking skills.
- Assist customers in evaluating work histories, interests, skills, personal traits and physical capabilities to help them make wise career decisions or career changes.

- Determine barriers to employment and utilize the services of the resource partner's programs to eliminate these barriers.
- Assist customers in locating and applying for employment.
- Refer customers to other organizations/agencies for additional support.
- Determine eligibility of customer for both WIOA and partner services to include supportive service needs payments.
- Complete paper work including entering customer information in computer system and monitoring of information contained in the Management Information System (MIS).
- Complete all required forms (i. e. WDB Case Management documentation to include the Individual Employment Plan - IEP, Individual Training Account - ITA, Trade Act Assistance - TAA, etc.).
- Follow up with customers for at least one year upon completion of training and update files.
- Maintain a positive working relationship with Region VII WDB and other partners in the consortium.
- Other duties/activities as required for implementing the WorkForce WV site.

Attachment 3

CAREER CENTER DIRECTOR

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

Summary of Primary Duties and Responsibilities:

- Preparation and implementation of annual Career Center Business Plans.
- Staffing and Training of the Career Center Staff.

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

Required Qualifications:

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

One Stop Director - Page 1 of 2

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

Reporting Structure: Reports directly to the One-Stop Operator

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

Travel Requirements: Travel within Region VII as may be requested and approved by the One-Stop Operator. Occasional overnight travel outside the region may be authorized with prior approval of the One-Stop Operator.

Performance Measurement: Performance will be measured by the through performance metrics specified by U.S. Department of Labor performance indicators outlined in the local strategic plan and as required by the Workforce Innovation and Opportunity Act, as well as any criteria established by the One-Stop Operator. The One-Stop Career Center Director will be required to produce monthly performance reports for the Career Center operations to the Management Consortium and the Region VII WDB.

From the One-Stop Business Plan and Local Strategic Plan

GOALS

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

1. Support of a business-driven workforce preparation system, with local, private-sector leadership that is developed with clear goals, which provides accountability to its customers.
2. Preparation of customers for lifelong skill development and promote a continuous learning model.
3. Support of true partnerships at the local and regional level among business, education and government.
4. Universality of access by business customers and job seekers with multiple access points.
5. Customer choice with respect to method of access, information and services provided.
6. Service delivery driven by local business customer needs rather than by program offerings.
7. Integration of services across agencies and programs, replacing fragmentation and duplication with coordination and consolidation.
8. Customer service focus of staff, facilities and services, supported by customer satisfaction measures (especially business clients) directed to a continuous improvement model.
9. Maximize utilization of resources through co-location and sharing of operational costs.
10. Establish or more fully utilize new services including the AE Ready-to-Work Certificate, Spokes, and the Business Services Team.

11. Provide all mandated partner Core Services through the WorkForce WV Career Center System and ensure referral between partners is accomplished, tracked and reported within MACC where possible.

OBJECTIVES

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

Attachment 4

ADMINISTRATIVE ASSURANCES

Title 1 of the Workforce Innovation and Opportunity Act of 2014

1. Recipients of WIOA funds will maintain sound Fiscal Control and Fund Accounting Procedures to ensure the proper disbursement of, and accounting for, funds through the allotments made under WIOA.

2. Adherence to Section 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and, against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity. By assuring adherence to Section 188 of WIOA, also assures acceptance to **Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972.**

3. Adherence to **Title 11, subtitle A of the American with Disabilities Act of 1990** which prohibits the exclusion, on the basis of disability, from participation in or denial of the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.

4. **Certification Regarding Drug-Free Workplace Requirements (29 CFR subtitle A, Appendix C to part 98):** WIOA funded grantees certify that it will provide a drug-free workplace by notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions taken against employees for violation of such prohibition. Grantees certify that it will make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) of 28 CFR subtitle A, Appendix C to part 98.

5. **Certification Regarding Disbarment and Suspension (29 CFR subtitle A, Appendix A to part 98):** WIOA funded Grantees certify to the best of its knowledge that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency. (a) Have not within a three-year period preceding this period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, or attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with the commission of any fraud or criminal offenses in obtaining or attempting to obtain, or performing a public transaction under a public contract. (c) Have not within three years preceding this period had one or more public transactions (Federal, State, or Local) terminated for cause or default.

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

Attachment 5

GENERAL ASSURANCES AND CERTIFICATION

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

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

OMB Circular A-133 – Single Audit Act

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

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

OMB Circular A-21 – Cost principles for education institutions

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

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

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

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

8. The One-Stop Operator assures that it will follow procedures that are developed for regular oversight and monitoring of its WIOA activities (20CFR667.410).

9. The One-Stop Operator assures that it will follow procedures that are established and maintained for grievances and complaints according to the requirements of 20CFT667.600.

10. Labor Standards: The One-Stop Operator assures and certifies:

a. That conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the participant.

b. That health and safety standards established under Federal and State of West Virginia laws, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants;

c. That, to the extent State of West Virginia Workers' Compensation law is applicable, workers' compensation benefits in accordance with such law shall be available with respect to injuries suffered by participants under this contract; to the extent that such law is not applicable, the Fiscal Agent shall secure insurance coverage for injuries suffered by such participants, in accordance with guidance provided by Region VII Development Board;

d. That all individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work;

e. That no currently employed worker shall be displaced by a participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employer benefits);

f. That no activity under this contract shall impair existing contracts for services or collective bargaining agreements, except that no training under this contract which is inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.

g. That no participant shall be employed or job opening filled;

(1) When any other individual is on layoff from the same or any substantially equivalent job; or

(2) When the employer has terminated the employment of any regular employee or otherwise reduced his or her workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract;

h. That no jobs will be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals; and

i. That no service or training rendered under this contract will assist or deter union organizing.

11. Disputes and Grievances: The One-Stop Operator hereby assures, certifies and/or understands:

a. The One-Stop Operator shall establish and maintain a procedure for grievances, complaints and disputes arising from the programs and activities funded under this contract from applicants, participants, subcontractors and other involved person; that hearings shall be conducted within 30 days, and decisions shall be made within 60 days, of the filing of a grievance. Except for complaints alleging fraud or criminal activity, complaints shall be made within one year of the alleged occurrence.

b. The disputes arising between the One-Stop Operator and Region VII Workforce Development Board will be resolved in the manner set forth in Section 181 (c) Workforce Innovation and Opportunity Act of 2014; 20 CFR Part 667 Subpart F. and that the remedy described therein is exclusive. Any dispute involving a question of fact shall be decided by WorkForce West Virginia or its authorized representative who shall reduce the decision to writing and serve notice on Region VII Workforce Development Board and the One-Stop Operator. A finding of fact by WorkForce West Virginia shall be conclusive and final. Nothing in this agreement shall be constructed as making final the decision of any administrative official representative or board on question of law.

12. Non-discrimination:

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

a. That no individual shall be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in

connection, with any such service because of race, color, religion, sex, national origin, age, disability or political affiliation or belief;

b. That participants shall not be employed in the construction, operation or maintenance of any facility as is used or it to be used for sectarian instruction or as a place for religious worship;

c. That, with respect to terms and conditions affecting or rights provided to individuals who are participants in training or services supported by funds provided under this contract, such individuals shall not be discriminated against solely because of their status as participants;

d. The participation in programs, activities and training funded under this contract shall be open to citizens and nationals of the United States, residents of the State of West Virginia, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General of the United States.

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

a. It will take steps to safeguard against the misuse of funds by itself and its employees; and that all fiscal activities shall comply with the Workforce Innovation and Opportunity Act implementation and local region policies and procedures.

b. The One-Stop Operator shall establish and maintain adequate procedures and internal financial controls governing the management and use of funds provided under this contract; that such procedures and controls shall be consistent with generally accepted accounting principles;

c. The One-Stop Operator shall provide a statement of costs or a financial report by the fifth day of each month to the Region VII Workforce Development Board in order to be eligible for reimbursement under this contract. Upon receipt of such statement or report, the Region VII Workforce Development Board will within its sole and absolute discretion review the same reasonableness, appropriateness, and compliance with the Act and this agreement, and if approved, will cause a warrant to be made out on that sum considered to be reasonable and appropriate. It is expressly understood and agreed upon that in no even will the total reimbursements exceed that maximum set forth in this contract;

d. The One-Stop Operator will provide to Region VII Workforce Development Board a statement from its insurer that all persons handling funds received or disbursed under this agreement are covered by a fidelity bond in an amount equal to the maximum the One-Stop Operator may draw down altered in any manner, the One-Stop Operator shall notify Region VII immediately;

e. The One-Stop Operator understands that if the Region VII Workforce Development Board funding is suspended or terminated, funding for this contract shall immediately cease; further, reimbursements for costs not yet incurred by the One-Stop Operator may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the Department of Labor or the Governor at anytime;

f. The One-Stop Operator shall, within 30 days of the termination of this contract, submit to the Region VII Workforce Development Board a contract closeout report on forms provided by the Region VII Workforce Development Board, reflecting the actual costs incurred and reimbursements received under this contract.

g. The One-Stop Operator shall comply with proper cash management procedures to minimize the time elapsing between the drawing of funds and their disbursement for immediate cash needs. On-hand funding should not exceed a three-day cash need. Initial start-up cash advancement shall not exceed two-twelfths of the total contract amount.

14. Audits, Monitoring and Access to records: At any time during normal business hours and as often as WorkForce West Virginia, the Region VII Workforce Development Board, The U.S. Department of Labor, Comptroller General or their designated representatives may deem necessary, The One-Stop Operator shall make available for examination all records pertaining to the performance of this contract; and shall permit said representatives to audit, examine, and make excerpts and/or transcripts of subcontracts, invoices, materials, and records of personnel and payroll related to this contract.

a. The One-Stop Operator shall maintain all records pertaining to this contract for a period of three years from the date the contract closeout report is accepted by the Region VII Workforce Development Board, or until the audit report on the contract is fully resolved, whichever is later.

b. The One-Stop Operator understands that the rights of the entities identified in Section 16, above, with respect to audits, investigations and monitoring; and the records and the record requirements specified in 16a, above, are applicable to any entity with whom the One-Stop Operator subcontracts for any part of the Proposal contract which was accepted.

15. Modification, Suspension and Termination: It is understood by both parties that this contract may be modified, suspended or terminated any time during the stated term of the contract, under the following conditions and circumstances:

a. Region VII may initiate contract modification procedures to change the scope of services to be performed, the maximum amount reimbursable, the number of participants to be served of the procedures for service delivery. Such modification may be required by changes in Federal, State or local laws, regulations or the best interest of the State as determined by WorkForce West Virginia.

b. The One-Stop Operator may request changes in the scope of services to be performed under this contract. Such changes shall be submitted to the Region VII Workforce Development Board on approved forms,

1. An Increase or decrease of any budget line item in the Contract Budget with the approval of the Region VII Workforce Development Board.

c. Region VII Workforce Development Board may immediately, at its discretion, suspend all activities (including reimbursements and service provisions) under this contract through both oral and written notification to the One-Stop Operator. Such suspension action may occur whenever the Region VII Workforce Development Board obtains or is provided evidence of actions on the part of the One-Stop Operator that may be criminal, fraudulent, abusive or an indication of gross mismanagement; or whenever the Region VII Workforce Development Board determines that as a result of actions or omissions of the One-Stop Operator, the health, safety and/or welfare of participants or employees are at risk. The suspension shall remain in effect until such time the Region VII Workforce Development Board determines the validity of the evidence or allegations.

d. Region VII Workforce Development Board may, at its discretion, terminate this contract for the convenience of the State of West Virginia or for any of the following conditions:

- (1) Actions of the One-Stop Operator that are determined to be criminal, fraudulent, or abusive in nature;
- (2) Gross mismanagement of contract resources;
- (3) Willful misrepresentation of any fact or condition related to this contract or its formation;
- (4) The termination of Workforce Innovation and Opportunity Act funding from the U.S. Department of Labor to the State of West Virginia; or
- (5) The failure of the One-Stop Operator to perform the services specified in the accepted proposal.

e. Any termination action by the Region VII Workforce Development Board shall be preceded by written notice setting forth the effective date of said termination. The One-Stop Operator will refund to Region VII any and all contract funds not expended or owed for accruals, including interest earned on cash balances and program income.

16. Miscellaneous Provisions:

a. The One-Stop Operator hereby assures that it possesses the legal authority to enter into this contract; that a resolution or similar action by its governing body is on record

authorizing the One-Stop Operator to execute this contract; and that it has directed and authorized an official representative to act as signatory and in other matters in connection with this contract

c. The One-Stop Operator hereby assures that no part of this contract may be subcontracted to a third party without prior express written approval of the Region VII Workforce Development Board.

d. The One-Stop Operator agrees to repay, from funds other than those received under this contract, any amounts determined to have been expended in violation of the terms and conditions of this contract.

e. The parties hereto agree that notice shall be served when signed contract is received by the Region VII Workforce Development Board.

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

Mark B. Gramelspacher

May 1, 2026

Mark Gramelspacher, CEO & Managing Partner, TPMA, LLC

Date

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

Applicant Organization: TPMA, LLC

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

1. The prospective primary participant (i.e. grantee) certifies to the best of its knowledge and belief, that it and its principles:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

(b) have not within a three-year period preceding this renewal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have not within a three-year period preceding this application/renewal had one or more public transactions (Federal, State or Local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this renewal package.

Mark Gramelspacher

Name of Certifying Official

Mark B. Gramelspacher

Signature and Date

May 1, 2026

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

TPMA, LLC

Applicant Organization

Mark Gramelspacher

Name of Certifying Official

Mark B. Gramelspacher

Signature

May 1, 2026

Date Submitted

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

TPMA, LLC

Applicant Organization

Mark Gramelspacher

Name of Certifying Official

Mark B. Gramelspacher

Signature

May 1, 2026

Date

EQUAL OPPORTUNITY NON-DISCRIMINATION NOTICE

TPMA, LLC, as a recipient of One Stop Career Center implementation financial assistance under Workforce Innovation and Opportunity Act (WIOA) Title I financial assistance, shall provide initial and continuing notice that it does not discriminate on any prohibited ground to: registrants, applicants, eligible applicants/recipients, participants, applicants for employment, employees and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients.

ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity.

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination against qualified individuals with disabilities;

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

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

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. The assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

TYPED NAME OF AGENCY OFFICE: TPMA, LLC

TITLE: CEO & Managing Partner

SIGNATURE: Mark B. Gramolspacher

DATE: May 1, 2026

Federal Award Information

Sub Recipient Name: TPMA, LLC

Sub Recipient DUNS Number: 804530087

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

Federal Award Date: 7/1/26 – 6/30/28

Sub Award Period of Performance Start and End Date: 7/1/26 – 6/30/27

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: \$1,648,304.00

Federal Award Project Description: One-Stop Operator Services

17.259 WIOA Youth Formula Grants – States

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

17.258 WIOA Adult Activities – States

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

17.278 WIOA Dislocated Workers Formulas – States

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

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

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