



A proud partner of the AmericanJobCenter<sup>®</sup> network

**WEST VIRGINIA WORKFORCE DEVELOPMENT SYSTEM  
MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE  
REGION VI WORKFORCE DEVELOPMENT BOARD,  
REGION VI CHIEF ELECTED OFFICIALS,  
AND REGION VI PARTNER NETWORK  
PROGRAM YEARS 2023-2024**

The Workforce Innovation and Opportunity Act (WIOA) of 2014 identifies the One-Stop Career Centers, known as American Job Centers, as the service delivery system for programs funded under WIOA and its partner programs.

This Memorandum of Understanding (MOU) sets forth the terms of agreement for cooperation, consultation, and implementation of the WIOA in Region VI Workforce Development Area of WV, serving Barbour, Braxton, Doddridge, Gilmer, Harrison, Lewis, Marion, Monongalia, Preston, Randolph, Taylor, Tucker, and Upshur Counties.

# Memorandum of Understanding

This MOU is executed between the Region VI Workforce Development Board (Local WDB), the American Job Center/ Region VI Partner Network (Partners), and the Chief Elected Official (CEO), Ernest VanGilder, Region VI Local Elected Officials. 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 four American Job Centers in the Region VI Workforce Development Area (Local WDA). The Region VI Workforce Development Board provides local oversight of workforce programming for the Region VI Workforce Development Area.

The Region VI Workforce Development Board, with the agreement of the CEO, has (competitively) selected HRDF, Inc. as the one-stop operator for the Region VI Workforce Development Area, 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 VI Workforce Development Area 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 the Region VI Workforce Development Area'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 VI community.

## **System Structure**

### **American Job Centers**

The Region VI Workforce Development Area has four American Job Centers, also known as one-stop centers that are designed to provide a full range of assistance to job seekers and businesses under one roof. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act, the centers offer a comprehensive array of services designed to match talent with opportunities.

❖ **Fairmont American Job Center (Comprehensive)**

416 Adams Street,  
Fairmont, WV 26554

Operating Hours:  
Monday-Thursday 8:30-5:00  
Friday 9:00-5:00

❖ **Clarksburg American Job Center (Affiliate)**

153 West Main Street,  
Clarksburg, WV 26301

Operating Hours:  
Monday-Thursday 8:30-5:00  
Friday 9:00-5:00

❖ **Morgantown American Job Center (Affiliate)**

40 Commerce Drive,  
Westover, WV 26501

Operating Hours:  
Monday-Thursday 8:30-5:00  
Friday 9:00-5:00

❖ **Elkins American Job Center (Affiliate)**

1023 N. Randolph Avenue,  
Elkins, WV 26241

Operating Hours:  
Monday-Thursday 8:30-5:00  
Friday 9:00-5:00

## **One-Stop Operator**

The Region VI Workforce Development Board selected the one-stop operator, HRDF, Inc., through a competitive process in accordance with the Uniform Guidance<sup>1</sup>, WIOA and its implementing regulations, 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 VI Workforce Development Board website at: [www.regionviwv.org](http://www.regionviwv.org). The State requires that the LWDB conduct an open and competitive procurement process for a one-stop operator at least every three years and no later than every four years.”

Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

<sup>1</sup> Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance), including the Office of Management and Budget's (OMB) approved exceptions for the U.S. Department of Labor at 2 CFR part 2900

## Partners

Partner Program	Partner Organization	Authorization/Category	Signatory Official
Adult Education	Mountain State Educational Services Cooperative	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Anne Mezzanotte, Regional Coordinator
Community College	Pierpont Community & Technical College	Additional Partner	Dale Bradley, VP for Finance, and Administration
Community College	Monongalia County Technical Education Center	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Greg Daush, Principal
Community Services Block Grant Act (CSBG)	North Central WV Community Action Assoc.	Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)	Patricia McFarland, Executive Director
Department of Probation, Parole, and Pardon Services	Workforce WV	Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169	Scott Adkins, Executive Director
WV Division of Rehabilitation Services	WV Division of Rehabilitation Services	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by title IV of WIOA	Pisnu Bua-Iam, Acting Director
The National Council on Aging	The National Council on Aging	Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)	Becky Rasperry, SCSEP Manager

Partner Program	Partner Organization	Authorization/Category	Signatory Official
Jobs for Veterans State Grants (JVSG)	Workforce WV	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C.	Scott Adkins, Executive Director
Migrant Seasonal Farm Worker	Workforce WV	Wagner-Peyser Employment service that includes National Farmworker Jobs Program (NFJP) <sup>2</sup> , WIOA Sec. 167	Scott Adkins, Executive Director
Human Resource Development Employment	Human Resource Development Employment	Additional Partner	Claudette Karr, Executive Director
Temporary Assistance for Needy Families (TANF)	Department of Health and Human Services	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) <sup>3</sup>	Cree LeMasters, Regional Director - North
Trade Adjustment Assistance (TAA)	Workforce WV	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Scott Adkins, Executive Director
Wagner-Peyser Employment Services (ES)	Workforce WV	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	Scott Adkins, Executive Director
WIOA Adult, Dislocated Worker, and Youth Programs	Workforce Development Board	WIOA title I Adult, Dislocated Worker, and Youth Programs	Maria Larry, Executive Director
Youthbuild North Central	Youthbuild North Central	YouthBuild WIOA Sec. 171 (29 USC 3226)	Graham Godwin, Executive Director
State Housing Finance and Development Authority	Fairmont Morgantown Housing Authority	Employment and training activities carried out by the Department of Housing and Urban	Christal Crouso, Executive Director

<sup>2</sup> This program is for migrant and seasonal farmworkers (MSFWs).

<sup>3</sup> Per 20 CFR 678.405(b), the TANF program is not exempt from being a required partner in the American Job Center network in the State of West Virginia. Also note that participants may receive information about/apply for the Supplemental Nutrition Assistance Program (SNAP) through the Department of Health and Human Services partner staff.

Partner Program	Partner Organization	Authorization/Category	Signatory Official
Council of Three Rivers American Indian Center Inc. Unemployment Compensation	Council of Three Rivers American Indian Center Inc. Workforce WV	Indian and Native American Programs (INA) WIOA sec. 166,29 USC 3221 Unemployment Insurance (UI) programs under state unemployment compensation laws	Kerry Jevsevar, WIOA Program Director Scott Adkins, Executive Director
The Disability Action Center	The Disability Action Center	Additional Partner	Julie Sole, Executive Director
Jobs and Hope	Jobs and Hope	Additional Partner	Deb Harris, Lead Transition Agent
Preston County Senior Citizens, Inc.	Preston County Senior Citizens, Inc.	Additional Partner	Janie Lou White, Executive Director
PACE Enterprises	PACE Enterprises	Additional Partner	Todd Hawkins, Vocational Director
Veterans Upward Bound	Veterans Upward Bound	Additional Partner	Stephen Belan, Project Coordinator
West Virginia Women Work	West Virginia Women Work	Additional Partner	Carol Phillips, Executive Director
Human Resource Development Foundation	Human Resource Development Foundation	Additional Partner	Stephanie Ahart, Executive Director
Operation Welcome Home	Operation Welcome Home	Additional Partner	Matthew Drayer, Executive Director
Southwestern Community Action Council	Southwestern Community Action Council	Additional Partner	Karen Graham, SCSEP Director

# Terms and Conditions

## 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 Region VI Workforce Development Board and the CEO.

### BUSINESS SERVICES

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



## JOB SEEKER SERVICES

Basic Career Services	Individualized Career Services	Training
Outreach, intake and orientation to the information, services, programs, tools, and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities, and supportive 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	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
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)	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the Local workforce system	Individual counseling and career planning	Training programs operated by the private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral, and placement assistance	Skill upgrading and retraining
Information and meaningful assistance on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	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	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA	Post-employment follow-up services and support ( <i>This is not an individualized career service but listed here for completeness.</i> )	Other training services as determined by the workforce partner's governing rules

## YOUTH SERVICES

<p>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.</p>	<p>Alternative secondary school services, or dropout recovery services, as appropriate.</p>
<p>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.</p>	<p>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.</p>
<p>Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.</p>	<p>Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.</p>
<p>Supportive services.</p>	<p>Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.</p>
<p>Follow-up services for not less than 12 months after the completion of participation, as appropriate.</p>	<p>Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.</p>
<p>Financial literacy education.</p>	<p>Entrepreneurial skills training.</p>
<p>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.</p>	<p>Activities that help youth prepare for and transition to postsecondary education and training.</p>

SEE ATTACHMENT "A" FOR ON – SITE PARTNER REPRESENTATION SCHEDULE

## Roles and Responsibilities of Partners

The Parties to this agreement will work closely together to ensure that all Region VI American Job

Centers are high-performing workplaces with staff who will ensure quality of service.

### ◆ All Parties

#### 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 Elected Official**

The CEO for the Region VI Workforce Development Area is Ernest VanGilder, Region VI Local Elected Official Board. The CEO will, at a minimum:

- ❖ In Partnership with the Region VI Workforce Development Board 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,
- ❖ Approve the Region VI Workforce Development Board budget and workforce center cost allocation plan,
- ❖ Approve the selection of the one-stop operator following the competitive procurement process, and
- ❖ Coordinate with the Region VI Workforce Development Board to oversee the operations of the Region VI Workforce Development Area American Job Center network.

◆ **Region VI Workforce Development Board**

The Local WDB ensures the workforce-related needs of employers, workers, and job seekers in the Local WDA and/or the region are met, to the maximum extent possible with available resources. The Local WDB will, at a minimum:

- ❖ In Partnership with the CEO and other applicable Partners within the Local WDA, develop and submit a Local WDA 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 CEO, 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 the Region VI Workforce Development Area and one-stop operator.

◆ **Local Workforce Development Board Staff**

Specific responsibilities include, at a minimum:

- ❖ Assist the CEO 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**

HRDF, Inc. will employ one (1) One-Stop Operator for the Region VI area who will act as “functional leader”.

The one-stop operator will be responsible for the following:

- ❖ Convening Partnership meetings;
- ❖ Assisting the Partner Network in coordinating the development of training and communication plan for the One-Stop System comprehensive and affiliate centers;
- ❖ Leading and convening partners in the design and implementation of functional integration of services of the One-Stop System;
- ❖ Assisting the Region VI WDB with the design and implementation of the One-Stop site certification process;
- ❖ Promoting the services available through the One-Stop System, including the development

of marketing and outreach materials with support and final approval from the Region VI WDB;

- ❖ Evaluating customer needs and satisfaction data to continually refine and improve service strategies, including exploring implementing a real-time customer feedback model;
- ❖ Serving as a liaison between the Region VI WDB and the Partner Network;
- ❖ Ensuring that the Region VI WDB's policies and procedures are effectively communicated and carried out through the One-Stop System;
- ❖ Coordinating outreach to business and job seeker customers, which includes coordinating the development of marketing, outreach, and labor market information materials with support and final approval of the Region VI WDB;
- ❖ Working with the Partner Network and the Region VI WDB to define and provide a means to meet common operational needs, such as training, technical assistance, and additional resources, etc.;
- ❖ Facilitating sharing of data and information;
- ❖ Representing the Region VI Workforce West Virginia Center One-Stop System at community meetings to promote services and or discuss partnership opportunities;
- ❖ Ensuring EEO requirements are met, including coordinating staff training, and assuring EEO posters and processes are in place;
- ❖ Assisting the Region VI WDB in the coordination and implantation of Rapid Response activities, and serving as the Region VI WDB representative to those activities;
- ❖ Manage **fiscal responsibilities** and records for the center. This includes assisting the Local WDB with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

HRDF, Inc. 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 the Local WDB. Region VI Workforce Development Board 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**

The MACC, known in West Virginia as WorkForce West Virginia Management Information System, is the computerized system of record keeping that will include a common data repository for WIOA, Wagner-Peyser, Trade Adjustment Assistance (TAA) and other Title I (B) activities. All partners agree to enter client profiles (job and training seekers), job openings and employer information it receives into WorkForce West Virginia (MACC) to the extent partner module and access become available.

The WorkForce West Virginia system (MACC) or replacement, will be the system of choice for finding employment or obtaining training through the agencies working together to develop common processes through the system.

A process for allocating both future development costs and ongoing operational costs to include regular maintenance and "help desk" type support for the system will be established. It is anticipated that all state agencies accessing and using the WorkForce West Virginia system (MACC) will contribute toward all costs of the MACC based on an agreed upon fair and proportionate allocation determined by system use or overall funding. The local WDB will also contribute proportionately toward the total cost.

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 the Local WDB'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 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:



## ◆ **Virtual Accessibility**

- ❖ 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 VI Workforce Development Board 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 – in accordance with the Region VI Workforce Development Board Referral Policy – 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 VI 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 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.

The Region VI Workforce Development Board will work with the West Virginia 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 the Region VI Workforce Development Board 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**

The Region VI Workforce Development Board 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 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,
- ❖ Regular use of social media,
- ❖ Implementation of a One Stop Committee,
- ❖ A partner specific resource guide highlighting services offered, 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 VI Local WDA Customer Grievance and Complaint Management 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 Region VI Workforce Development Board Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.

The Region VI Workforce Development Board 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 a  $2/3$  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 Region VI Workforce Development Board Chair will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

## **Monitoring**

The Region VI Workforce Development Board, 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.

All parties to the MOU further agree to provide information in a timely manner when requested by the Workforce System. These reports may include, but not limited to, information on funding streams, (federal and state), customers served, performance outcomes, and other items as requested. These reports may be furnished to the West Virginia Legislature and other stakeholders. All agencies agree to share appropriate information.

## **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 the Region VI Workforce Development Board and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the Region VI Workforce Development Board 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(f).

### **Salary Compensation and Bonus Limitations**

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with, Implementing the Salary and Bonus Limitations in Public Law 109-234, WIOA section 194(15)(A) and/or West Virginia Workforce Development Board 01 23 Compensation Policy 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 or the lower limit established by the State of West Virginia for those funded under WIOA Title I or the Wagner-Peyser Act.

## **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 Region VI Workforce Development Board 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. Review and Comment**

Within two (2) weeks of receipt of the draft MOU, all Parties must review and return feedback to the Region VI Workforce Development Board 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. 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. It is the responsibility of the Region VI Workforce Development Board Chair (or designee) to ensure all American Job Center Partners to the MOU are aware of the comments and revisions that are needed.

### **3. Finalized Draft**

The Region VI Workforce Development Board Chair (or designee) must circulate the finalized MOU and secure Partner signatures within two (2) 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 Region VI Workforce Development Board 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 the local WDB of the proposed modification(s).

### **2. Discussion/Negotiation**

Upon notification, the Region VI Workforce Development Board 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. This may be done through partner meeting or email.

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 Region VI Workforce Development Board 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 the Region VI Workforce Development Board, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the Region VI Workforce Development Board 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 Region VI Workforce Development Board Chair (or designee) must ensure that the process in the Dispute Resolution section is followed.

### **3. Signatures**

The Region VI Workforce Development Board Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within two (2) 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 Region VI Workforce Development Board 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 the Region VI Workforce Development Board 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 year to ensure appropriate funding and delivery of services.

## **Effective Period**

This MOU is entered into on July 1, 2023. This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2024, unless 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 VI Workforce Development Area 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 the Region VI Workforce Development Area'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 an annual 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.

SEE ATTACHMENT B - ONE – STOP OPERATING BUDGET

## **Cost Reconciliation and Allocation Base Update**

All Parties agree that 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 the Region VI Workforce Development Board with the following information no later than fifteen (15) days after the end of each quarter, as applicable:

- ❖ Annual cost information and documentation of the actual costs,
- ❖ Updated staffing information (per the 1<sup>st</sup> day of the 1<sup>st</sup> month of each quarter), and
- ❖ Upon receipt of the above information, the Region VI Workforce Development Board will:
  - ❖ Compare budgeted costs to actual costs,
  - ❖ Update the Full Time Equivalent (FTE) allocation bases, and
  - ❖ Apply the updated allocation bases, to determine the actual costs allocable to each partner.
- ❖ The Region VI Workforce Development Board will prepare an updated budget document showing cost adjustments.
- ❖ Partners and the Workforce Development board understand that the costs contained within the One Stop operating budget are contributed by each individual partner as a Cash, Non-Cash, or In-Kind Contributions.

## **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 recognize that infrastructure costs are applicable to all

partners, whether they are physically located in the American Job Center or not. Each partner's contributions to these costs, however, may vary, as these 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.

## **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 Update 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, for the Region VI Workforce Development Board in the 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 Workforce WV.**

If the Parties cannot reach consensus on methods of sufficiently funding a one-stop center's infrastructure costs and the amounts to be contributed by each Local Partner program, the Region VI Workforce Development Board is required to notify Workforce WV in accordance with WIOA policy 06-17 (Change 1) Memorandum of Understanding/Infrastructure Guidance.

◆ **Step 2: Negotiation materials provided to Governor.**

The Region VI Workforce Development Board 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 Region VI Workforce Development 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 2 CFR 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: Workforce WV (with Governors Approval) Determinations and Calculations**

Workforce WV 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 Workforce WV will notify the Region VI Workforce Development Board 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.**

Partners may appeal Workforce WV's determinations of their infrastructure cost contributions in accordance with the process established under 20 CFR 678.750, 34 CFR 361.750, 34 CFR 463.750 and Workforce WV's WIOA Policy 06-17 (Change 1).

## **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 on July 1, 2023. This IFA will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2024, unless any of the reasons in the Termination section of the MOU applies.

## **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 the 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. For shared additional costs exclusive of infrastructure, which might include the cost of the one-stop operator and other service providers that provide services to multiple partners, then these shared costs need to be reconciled using an appropriate cost allocation methodology.

[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 17-3, 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 CEO, 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 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 center from a specialized one-stop center or an affiliate one-stop 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 (pp. 3-4)]

## **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 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 (pp. 17-18 and Attachment II)]

## 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 center; and
- ❖ Non-cash contributions or goods or services contributed by a Partner program and used by the one-stop 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]