

**ATTACHMENT I**

**DIVISION OF REHABILITATION SERVICES (DRS)**  
**MEMORANDUM OF UNDERSTANDING**

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between the

**REGION 1 WORKFORCE INVESTMENT BOARD**

and the

**REGION 1 WORKFORCE WV GOVERNANCE CONSORTIUM**  
and the

**DIVISION OF REHABILITATION SERVICES**

and the

**KEYS TO ORGANIZATIONAL GROWTH, INC**

This agreement is made and entered into by and between the Region 1 Workforce Investment Board, hereinafter referred to as R1WIB; the Region 1 WORKFORCE WV Governance Consortium, hereinafter referred to as GC; and the Division of Rehabilitation Services, hereinafter referred to as DRS; and the Keys To Organizational Growth, Inc., hereinafter referred to as One-Stop Manager.

**WHEREAS:** The United States Congress has established the Workforce Investment Act (WIA), and charged the State of West Virginia with the establishment of Workforce Investment Boards (WIB) to oversee the operation of the WIA in seven (7) regions throughout the State as determined by the Governor; and

**WHEREAS:** The Governor has designated the following eleven (11) counties of Fayette, Greenbrier, McDowell, Mercer, Monroe, Nicholas, Pocahontas, Raleigh, Summers, Webster, and Wyoming to be included in the service delivery area referred to as R1WIB; and

**WHEREAS:** The WIA required the establishment of a WIB to provide policy guidance and oversight with respect to a Training Plan for the Region; and

**WHEREAS:** The parties desire to enter into an agreement to provide a seamless continuation of services to existing and qualified new customers under the WIA to eligible residents of the region.

**NOW, THEREFORE BE IT RESOLVED** that the R1WIB wishes to enter into an agreement with the GC, and One-Stop Manager which, when signed, constitutes a proper and valid agreement between the parties for the purpose of providing services (as later defined in this agreement) to eligible customers of this WIB for the contract term (as later defined in this agreement).

## **ARTICLE I**

### **FUNDING**

The R1WIB and DRS will provide the WIA/DRS participant(s) and service provider(s) with funding according to Attachment II.

## **ARTICLE II**

### **RESPONSIBILITY OF THE DRS**

The DRS hereby agrees to provide the services and tasks identified in Attachment I to all WORKFORCE West Virginia Career Center sites in Region 1.

## **ARTICLE III**

### **CONTINUATION AND CANCELLATION**

This Agreement replaces the Agreement dated July 1, 2004 and its attachments. The Agreement may be canceled at any time by mutual agreement of the undersigned parties. This Agreement may be continued beyond its expiration only by 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 I , II and III embrace all of the promises, agreements, conditions, and understandings between the parties hereto and there are no promises, conditions, covenants, or understandings between the parties hereto except such as are specifically herein in writing. This Agreement may be modified and changed only by an instrument in writing signed by the undersigned parties.

## **ARTICLE VI**

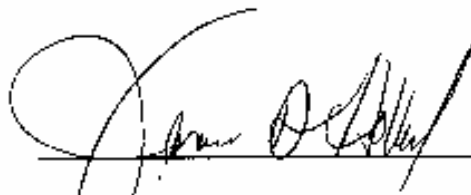
### **DURATION**

This Agreement shall become effective on the 1<sup>st</sup> day of July 2005, and continue in effect until the 30<sup>th</sup> day of June, 2006, or until it is replaced or canceled pursuant to Article III.


We, the undersigned, enter into this Agreement on this 19 day of April, 2005.



Donna O'Neill, Chair  
Region 1 Workforce Investment Board



Janice Holland, Interim Director  
Division of Rehabilitation Services



David Coccarri, Chair  
WORKFORCE WV Governance  
Consortium



Craig Palmquist, CEO  
Keys to Organizational Growth, Inc.

Attachment I: Deliverables  
Attachment II: Funding  
Attachment III: Assurances

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Attachment I

Deliverables

The WORKFORCE Governance Committee and the One-Stop Manager will ensure the following services:

1. Universal access to core and intensive One-Stop services.
2. Conduct interpretations of WorkKeys or other assessment results.
3. Determine WIA eligibility as appropriate.
4. Inform customers of optional DRS and other partner service availability.
5. Provide all participants information relating to local occupations in demand and relevant earning and skill requirements.
6. Provide information about training availability and statewide service provider list.
7. Assist the DRS case manager with the development of appropriate Individual Service Strategies, Individual Employment Plan on WIA/DRS eligible adults, dislocated workers and youth upon completion of core services.
8. Refer customers to appropriate community-based organizations for available support services.
9. Ensure data entry into the MACC MIS system and share data as appropriate and lawful.
10. Assist case managers with job skills matching with employment opportunities.
11. Assist with job readiness training including referrals to ABE and/or SPOKES Program.
12. Ensure that customers receive assistance in job placement and job retention from appropriate providers.
13. Ensure follow-up during job readiness training, occupational training, and job placement as required by WIA/DRS.

14. Assist case managers, support agencies, and the customers with licensing and credentialing processes.
15. Functions or separateness mandated by state statute or public law will not be violated or abridged in the pursuit of co-location of center partners.
16. Provide monthly and quarterly core, intensive and training data reports by local office, and local office performance report information to the Region 1 Workforce Investment Board and the local Division of Rehabilitation Services.

The Division of Rehabilitation Services, as an integral Region 1 One-Stop partner, will ensure the following services:

1. All core partners will participate in an integrated management consortium that will coordinate the operations of the center. This consortium (Center Management Team) will be led by the One-Stop Manager who is responsible for daily operations of the center. Communication lines will be established as necessary.
2. All partners will participate in the development of the R1WIB Career Center procedures, policies, operational and cost sharing agreement.
3. A one-stop delivery system will be available to all customers for self-service or assisted service with access to the range of labor market and career development services. Both electronic access and personal service delivery choices also will be a part of our services.
4. All partners will work toward the development of an integrated intake, referral and client tracking system operating through the Center system and subject to confidentiality constraints.
5. DRS client information will be jointly shared with other system partners, subject to confidentiality constraints and other program limitations.
6. A coordinated planning process will be developed and will require participation by all Center partners and the host agency. This process will assist the partners in identifying the needs of the local workforce and the business community, and help set priorities for services based on those needs.
7. All partners will participate in a process of program review and continuous improvement, including participation in cross-training of staff, to offer the best possible services and identify opportunities for further integration.

8. Upon completion of self help and/or core services, the DRS eligible client will receive in-depth evaluation including interest, ability, experience, need for rehabilitation technology, and vocational evaluation, to the extent that is necessary.
9. An Individual Plan of Employment (IPE) will be completed in collaboration with system case management staff as appropriate.
10. If the IPE determines the person with a disability would need training in order to become employed, the individual will be assisted by the WIA and DRS case manager in completing a request for an Individual Training Account (ITA) in accordance with the Region WIB policies.
11. DRS will help the person apply for other funding sources, such as Pell grants, local, state, national or private grants or scholarships (including PROMISE).
12. DRS will assist the WORKFORCE West Virginia staff in meeting performance indicators for job placement, retention, and follow-up.
13. All partners will be responsible for compliance with existing laws and regulations.
14. All partners will jointly negotiate processes for client flow, assessment/case management, job development, referrals, and placements, staff capacity building, space requirements, standards of operations, resolution of disputes with other system partners.
15. Provide the R1WIB or their designee with appropriate data necessary to administrate the program or any other data that is not prohibited by law.
16. DRS will share in the overall operation of the one-stop system, either physically or electronically and will maintain current budget in the facilities where they are presently located. Adjustments can be made through mutual agreement.
17. Satellite services will be provided whenever and wherever necessary

The Region 1 Workforce Investment Board will ensure the following services:

1. Provide a current list of eligible service providers and programs and demand occupations and employment trends to all partners.
2. Ensure ITA compliance with the Workforce Investment Act of 1998 and the Region 1 ITA policy
3. Provide technical assistance as required

4. Provide Equal Opportunity Assurances and related services
5. Provide financial services and tracking data as required
6. Assist the DRS, the WORKFORCE WV Governance Committee, the One-Stop Manager, and other One-Stop partners in the development, enhancement and performance in servicing the region 1 job seeker and employers.

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Attachment II

Funding

- (A) Core Services - Provided by WORKFORCE West Virginia Career Centers using appropriate funding sources, both public and private.
- (B) Intensive Services - Provided by R1WIB, DRS, ABE, DOE, and others, both public and private, funds as necessary according to the needs of the participant.
- (C) Training Services - The R1WIB ITA, OJT, and Customer Training policies, and Youth Services Grants, will govern all expenses incurred by the R1WIB. ITA expenses are limited to the cost of tuition, books (within established limitations), and allowable fees.

DRS will provide funds for training services within current agency policy and procedures. DRS will provide funds for supportive services including, but not limited to, rehabilitation technology, transportation, job development, clothing, and meals. On joint clients, the WIA Case Manager, DRS Counselor, and R1WIB financial agent will coordinate a joint financial plan to cover the training expenditures, in accordance with WIA and DRS guidelines. Regarding procedure, the R1WIB fiscal agent will jointly notify the case manager and rehabilitation counselor within two days regarding specific training expenditures.

All sources of external funding will be exhausted prior to applications of funds from DRS and/or WIA.


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Attachment III

**ADMINISTRATIVE ASSURANCES**  
**Title 1 of the Workforce Investment Act of 1998**

1. Recipients of WIA 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 WIA.
2. Adherence to Section 188 of the Workforce Investment 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 WIA Title 1-financially assisted program or activity. By assuring adherence to Section 188 of WIA, 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):** WIA 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):** WIA 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

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 CFR, Subtitle A, Appendix A to Part 93):** WIA 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; an 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.



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Donna O'Neill, Chair  
Region 1 Workforce Investment Board



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Janice Holland, Interim Director  
Division of Rehabilitation Services



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David Coccari, Chair  
WORKFORCE WV Governance  
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Craig Palmquist, CEO  
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