

ATTACHMENT Q

**COUNCIL OF THREE RIVERS
AMERICAN INDIAN CENTER, INC.
MEMORANDUM OF UNDERSTANDING**

MEMORANDUM OF UNDERSTANDING

between the

REGION 1 WORKFORCE INVESTMENT BOARD

and the

REGION 1 WORKFORCE WV GOVERNANCE CONSORTIUM

and the

COUNCIL OF THREE RIVERS AMERICAN INDIAN CENTER, INC.

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 Council of Three Rivers American Indian Center, Inc., hereinafter referred to as COTRAIC; 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, COTRAIC 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 WIA customers of this WIB for the contract term (as later defined in this agreement).

ARTICLE I

FUNDING

The participants in this project assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a Supplemental Agreement, shall any Agency be obligated to pay or reimburse any expense incurred by another Agency under this Agreement.

ARTICLE II

RESPONSIBILITY OF THE PARTIES

The Parties hereby agree to provide the services and tasks identified in Attachment I.

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 and II embraces 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 1st day of July 2005, and continue in effect until the 30th day of June, 2006, or until it is replaced or canceled pursuant to Article III.


We, the undersigned, enter into this Agreement on this 27th day of April, 2005.




Donna O'Neill, Chair
Region 1 Workforce Investment Board



John Richard
WIA Program Director
Council of Three Rivers American
Indian Center, Inc.



David Coccari, Chair
WORKFORCE WV Governance
Consortium



Craig Palmquist, CEO
Keys to Organizational Growth, Inc.

Attachment I: Deliverables
Attachment II: Assurances

MOU
Attachment I

DELIVERABLES FOR MEMORANDUM OF UNDERSTANDING

Deliverables: GC and One-Stop Manager

1. Conduct Stepping Stones to Success orientations to the WORKFORCE West Virginia Career Centers.
2. Prepare application on customers eligible for WIA activities;
3. Provide eligibility and case management to dislocated workers and WIA adults. Interviewers will finalize in-school youth eligibility with review of appropriate documentation sent by youth service providers and data entry of MIS information;
4. May conduct examination / testing / scoring as required, and assist in the administration of WorkKeys Testing (Reading, Math and Locating for information);
5. Conduct referrals to COTRAIC with supporting documents;
6. Review objective assessment for determination of services;
7. Provide employment information relating to local, regional, and national labor market areas;
8. Provide all participants information relating to local occupations in demand and relevant earning and skill requirements;
9. Assist in evaluating work histories, interests, skills, personal traits and physical traits for career changes;
10. Match job skills and interests with occupational areas;
11. Review assessment results and identify barriers to employment or training;
12. Provide career counseling and career planning;
13. Inform customers of intensive and/or training services and make appropriate referrals;
14. Interpret occupational tests;

15. Develop Individual Employability Plan on WIA eligible adults and dislocated workers (youth excluded) using Region 1 and COTRAIC policy guidelines;
16. Assist with job search and job placement;
17. Refer customers to appropriate organization for support or other agency services;
18. Conduct follow-up customers during training and job placement. Will work with Placement and Retention Staff to conduct follow up;
19. Develop and monitor working relationships with community-based organizations, WIA partners, and training providers;
20. Monitor data and registration to ensure the region is meeting Federal guidelines and providing data required by the WIB as requested; and
21. Data entry into the system for WIA eligibility.

COTRAIC shall deliver the following services:

1. Participate in Stepping Stones to Success orientation at the WORKFORCE West Virginia Career Centers.
2. Agree to co-enroll participants in multiple partner programs whenever appropriate and as eligibility and other program regulation allow;
3. Cross-train partner staff in enrollment procedures and requirements to facilitate co-enrollment as needed;
4. Agree to participate in partner meetings to exchange information about workforce issues, needs, or other topics pertaining to reaching the goals of the Workforce Investment System;
5. To conduct interviews on-site with potential participants of program; and
6. With the informed consent of the affected participant share participant information (including eligibility and assessment information) to minimize participants' needs to have to provide similar or identical information to more than one of the partners.

The R1WIB shall deliver the following services:

1. Provide technical support to assist with issues surrounding compliance of the Workforce Investment Act;
2. Promote the further integration of programs through joint planning at the regional and local level;

3. Coordinate resources and programs for more streamlined and efficient workforce development system;
4. Promote information sharing and the coordination of activities to improve the performance of Local Board and the WORKFORCE West Virginia Career Center Partners;
5. Promote the development and implementation of a more unified system of measuring performance and accountability under the Workforce Investment Act;
6. Promote the development of the MACC data system to track progress; and
7. Assure that services are responsive to the needs of the community.

MOU
Attachment II

ADMINISTRATIVE ASSURANCES
Title 1 of the Workforce Investment Act of 1998

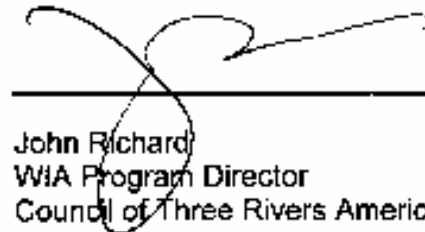
1. Recipients of WIA funds will maintain sound Fiscal Control and Fund Accounting Procedures to ensure the proper disbursement of, and accounting for, funds through the allotments made under WIA.
2. Adherence to Section 188 of the Workforce Investment Act which prohibits discrimination against all individuals 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 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

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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