

**ATTACHMENT R**

**INTEGRATED RESOURCES, INC.**  
**MEMORANDUM OF UNDERSTANDING**

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between the

**REGION 1 WORKFORCE INVESTMENT BOARD**

and the

**REGION 1 WORKFORCE WV GOVERNANCE CONSORTIUM**

and the

**INTEGRATED RESOURCES, 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 Integrated Resources, Inc., hereinafter referred to as IRI ; 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, IRI 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 IRI will leverage funds to avoid duplication of services and maximize grant awards to meet employers' training needs (within budgetary limitations) available through the local training accounts.

The R1WIB will act as the identifier and broker of funding streams available, including monies derived from Innovation Grants awarded by the West Virginia Development Office. R1WIB will utilize project-specific funding (within budgetary limitations) to pay eligible costs for WIA-eligible workers that are included in the training program.

## **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**

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**

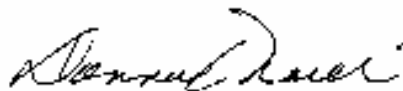
This Agreement, with Attachments I and II embraces all of the promises, agreements, conditions, and understandings between the parties hereto and there are no promises, conditions, covenants, or understandings between the parties hereto except such as are specifically herein in writing. This Agreement 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 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 27<sup>th</sup> day of April, 2005.



Donna O'Neill, Chair  
Region 1 Workforce Investment Board



Earl Smith, Executive Director  
Integrated Resources, 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: 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 IRI 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 IRI 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. Enter data into the system for WIA eligibility.

**IRI shall deliver the following services:**

1. Develop and carry out an effective new worker training program for new workers in the hospitality/tourism industry;
2. Coordinate resources to prevent duplication of fund utilization;
3. Provide services responsive to the needs of the community and industry;
4. Provide Job Placement in the following areas (but not limited to): Clerical/Reception, Wait Staff/Server, Construction, General Labor, Child Care, Social Work, Homemaker;
5. Make recommendations to the R1WIB in an application form, based upon all given information by the industry, assuring that services are responsive to the needs of the community;
6. Place WIA-eligible participants into special employment programs that allow for self-sufficiency at an accelerated pace;
7. 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;
8. Conduct interviews on-site with potential participants of program; and
9. Share participant information with the informed consent of the affected participant (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 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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