

ATTACHMENT V

**WEST VIRGINIA BUREAU OF EMPLOYMENT PROGRAMS
PERSONAL RE-EMPLOYMENT ACCOUNT MEMORANDUM OF
UNDERSTANDING**

PERSONAL REEMPLOYMENT ACCOUNT PROGRAM

MEMORANDUM OF UNDERSTANDING

I. DESIGNATED PARTNERS

The following are the parties to this Memorandum of Understanding (MOU):

- A. The Bureau of Employment Programs (BEP)
- B. Regional Workforce Investment Boards (WIBs)

II. BACKGROUND

Based on approval from United States Department of Labor, Employment and Training, West Virginia was chosen as one (1) of seven (7) states to pilot the Personal Reemployment Accounts (PRAs). West Virginia elected to implement the PRA pilot program on a statewide basis, rather than in selected areas or regions. This will give BEP an opportunity to make the program available to customers who meet the criteria regardless of location.

III. PURPOSE

The purpose of this Memorandum of Understanding is to streamline the delivery of PRA service to individuals currently receiving unemployment insurance (UI) benefits, with a special worker-managed account of up to \$3,000 (the amount determined by BEP) to purchase intensive reemployment, training and supportive services. Account recipients may choose to access and purchase intensive reemployment, training and supportive services currently available through the WORKFORCE West Virginia Career Center system; use the account funds to purchase these services offered from providers outside of the WORKFORCE West Virginia Career Centers system or develop a reemployment strategy to combine services from both components.

IV. OVERALL GOALS

To aid selected candidates to return to work as soon as possible and reduce the amount of Unemployment benefits they would collect; in turn reducing the burden on the UI Trust fund.

V. USE OF COMMON TECHNOLOGY & INTEGRATED INFORMATION SYSTEMS

The WORKFORCE West Virginia System, also known as the Mid-Atlantic Career Consortium (MACC), will be the system used at the local offices to manage the Personal Reemployment Account Program process. All parties to this MOU agree to use this system as the program management tool.

All parties to this MOU also agree to treat all data contained in the WORKFORCE West Virginia System as confidential. No parties to this MOU should permit access to State of West Virginia provided resources, or disclose data to, any persons or entities other than its staff or MACC system data users, under any conditions.

VI. INDIVIDUAL AGENCY SPECIFICS – BEP

As signatory to this MOU, BEP will do the following:

- a) implement this pilot program statewide, by offering PRAs at 21 locations: 18 Comprehensive One-Stop Career Centers and three (3) Job Service sites, services will be delivered through Wagner Peyser activities;
- b) ensure true integration of services, activities will be coordinated with mandated partners and Local Workforce Investment Boards;
- c) develop forms to be used by the PRA participant and the employer to verify employment and eligibility for the initial and retention bonus;
- d) verify six months of continuing employment (employment can be with multiple employers, but no more than a one-week total break in employment can occur);
- e) use the same basic profiling method and model that is currently used to create a statewide pool of eligible claimants. All claimants will be in the profiling pool for one (1) week only;
- f) select from a statewide pool a number of claimants to receive PRA services and the claimants with the highest ranking will be deemed eligible to participate in the PRA demonstration;
- g) work in conjunction with the Local Workforce Investment Boards to establish a work group of mandated partners to identify fee for services in the WORKFORCE West Virginia Career Centers;
- h) establish a flat rate statewide, to ensure that pricing of services are consistent and eliminate any program income that may be generated due to cost difference from various one-stop centers;
- i) deliver core services to all participants as defined under the Workforce Investment Act of 1998;
- j) develop an Individual Employment Plan (IEP) outlining demand occupations regionally, statewide, and nationally;
- k) monitor to ensure all workshops/seminars provide CEUs and/or certification;
- l) establish a statewide standard menu of fee for services, which will be implemented to all delivery sites;
- m) after referral to the local one-stop, a PRA representative will review the candidate's marketable or transferable skills that match existing suitable job openings in the local area to determine suitability for PRA;
- n) assess candidate barriers to employment, and if long-term training exceeding 12 months is needed, PRA candidate will not be offered a PRA;

- o) ensure PRA candidates electing short-term training (less than 12 months) will be offered the PRA. Definitions for both long-term and short-term are consistent with all seven (7) Workforce Investment Boards;
- p) ensure that when the PRA candidate is eliminated from the PRA program, it is documented and entered into the WORKFORCE West Virginia System;
- q) award an average of four (4) PRAs per week. The quota will be recalculated each week by calculating awards to encumber remaining monies in the pool by the number of weeks remaining in the year;
- r) ensure that each participant receives a listing of demand occupations for the local workforce investment area, and Quarterly Workforce Indicator (QWI) quick facts derived from the LED project which details average monthly earnings, new hire earnings, job creation and net job flow, new hires and separations and turnover rates by industry and workforce investment area;
- s) administer and develop all policies and procedures;
- t) monitor the participating one-stop centers, participant files, and financial management and account payment transactions. Generate all written reports for each monitoring activity; and
- u) develop a comprehensive grievance process.

VII. REGIONAL WORKFORCE INVESTMENT BOARDS SPECIFICS

As signatory to this MOU, the Regional WIB will do the following:

- a) ensure that all WORKFORCE West Virginia Career Center staff has knowledge of the PRA process, through cross training at local centers;
- b) work jointly with BEP to ensure integration of PRA services in all WORKFORCE West Virginia Career Centers;
- c) work in conjunction with BEP to identify fee for services in the WORKFORCE West Virginia Career Centers;
- d) assist in establishing a statewide standard menu of fee for services, which will be implemented in all delivery sites;
- e) assist in establishing a flat rate statewide, to ensure that pricing of services is consistent and eliminate any program income that may be generated due to cost differences from various one-stop centers;
- f) agree to definitions of short-term (less than 12 months) and long-term (greater than 12 months) training consistent with WIA;

VIII. REPORTING REQUIREMENTS

BEP will be responsible for reporting to US Department of Labor on the progress of the PRA Pilot Program. Quarterly reporting will be available to Local Workforce Investment Boards as needed.

IX. EXISTING AND POTENTIAL LIABILITY AND DISALLOWED COSTS

BEP liability shall be limited to actions that create any finding of disallowed cost for the PRA program statewide.

X. PRIORITY FOR TARGETED/DEMAND OCCUPATION

Only those claimants who are currently receiving UI benefits and are determined through the state's profiling system to be most likely (relative to other claimants) to exhaust their benefits are eligible for a PRA.

All claimants eligible for the PRA will be required to complete an IEP outlining demand occupations nationally, regionally and statewide.

XI. TRAINING PROVIDERS FOR PRA

The Bureau working in conjunction with the Local Workforce Investment Boards and mandated partners will develop a standard menu of fee for services, which will be implemented at all delivery sites statewide. Establishing a flat rate statewide will ensure the consistent pricing of services and eliminate any program income that may be generated due to cost difference from various WORKFORCE West Virginia Career Centers.

XII. MOU MODIFICATION PROCESS

Partners to this agreement may request, in writing, an amendment to this MOU. The changes must be documented, signed and dated under the conditions agreed upon by BOTH of the partners and attached to the original MOU. If any provision of the MOU is held invalid, the remainder of the MOU will not be affected.

XIII. BREACH OF MOU

The agencies agree that each shall fulfill its responsibilities under this MOU in accordance with the provisions of law and regulations that govern their activities. If at any time an agency is unable to perform its functions under this MOU, such agency shall in advance, if warranted, immediately provide written notice to the other party.

XIV. MOU DURATION AGREEMENT

This agreement is effective upon signature and terminates on March 1, 2007. It is anticipated that with a start date of March 1, 2005 most of the initial funds will be obligated by March 31, 2006. Any funds not initially expended as accounts will be used to offer additional PRAs. It is expected that most of the funds will be obligated and paid by March 2007.

XV. EQUAL OPPORTUNITY AND NON-DISCRIMINATION OBLIGATIONS

The partners acknowledge familiarity with applicable federal and State of West Virginia laws, rules, regulations, policies, procedures, and reporting requirement and will abide by them. This includes, but is not limited to, discrimination policies, compliance with the American with Disabilities Act, and maintenance of drug free workplace.

XVI. SIGNATURES

Chairperson, West Virginia Association of Workforce Investment
Board Executive Directors

Curtis Hardman 3/14/05
Signature Date

Acting Commissioner, Bureau of the Employment Programs

Donald H. Carlson 3/17/05
Signature Date

**Statewide Fee For Services Schedule
For
Intensive Services Provided By Workforce Investment Boards**

The West Virginia Association of Workforce Investment Board Executive Directors agreed to a flat fee schedule for Intensive Services for individuals that are not registered as Workforce Investment Act participants. This schedule will be used by each local Workforce Investment Board to determine the fees that will be charged to individuals using a Personal Reemployment Account to pay for services provided through any WIB. This state wide flat fee schedule was agreed to on February 3, 2005 and will remain in effect until it is revised or terminated by a consensus of the Workforce Investment Board Executive Directors.

Intensive Services- Fee For Service Schedule:

Many Intensive Services will be made available to individuals that are not WIA Registrants. The following fees will be charged to the Personal Reemployment Account (PRA) of any individual certified by the Bureau of Employment Programs as a PRA participant when they access the intensive service:

1. \$12.00 for each Assessment such as Work Keys, Tabc, MAST, etc. – Includes administration of the assessment and scoring.
2. \$150.00 for WIN/Key Train or similar basic skill enhancement assistance.
3. \$10.00 for initial Literacy/Read Right consultation.
4. \$25.00 per hour for Literacy/Read Right tutoring. Maximum charge is \$250.00 per level.
5. \$25.00 per workshop/ seminar offered at a One Stop, Satellite or remote site unless it is normally provided at no cost to any participant.
6. \$400.00 for Work Readiness Training such as Excel, Spokes or Hit the Ground Running.
7. \$400.00 for pre-vocational and/or vocational choice, change or adjustment counseling.