

South Western WV Region 2 WIB

MEMORANDUM OF UNDERSTANDING

Between the One Stop System Partners

I. PURPOSE OF MEMORANDUM OF UNDERSTANDING

- A. PURPOSE: The purpose of this Memorandum of Understanding (MOU) is to provide information about the relationship between the above mentioned parties regarding their respective roles, duties, obligations and responsibilities and expectations for implementation of the provisions of section 121(c) of Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014. This MOU is also intended to contribute to a cooperative and mutually beneficial relationship between the One Stop Operator and the WIOA Local Workforce Development Board, and the various partners to coordinate resources to prevent duplication and ensure the effective delivery of workforce services, and to establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of job matching, education, support services, job training and other workforce development services. Parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies. This MOU also documents the importance of WIOA performance measures and continuous improvement initiatives.
- B. PERIOD OF RELEVANCE: This MOU is designed to serve as a record of the relationship of the signatories from July 1, 2017 until June 30, 2020 unless modified by the partners. The Period of Relevance for each partner will commence upon the date of that partner's signature.

II. INTRODUCTION/BACKGROUND

- A. BACKGROUND: The South Western West Virginia Region 2 Workforce Investment Board, Inc.(R2WIB) and the One Stop Center partners developed this Memorandum of Understanding to ensure that the following principles of the Workforce Innovation and Opportunity Act of 2014 are implemented:
1. Universal Eligibility: All customers, including those with barriers to employment, will have access to job seeker services at each One Stop Center, designed to provide information to make career and labor market decisions. Career services, training and support services will be made accessible on-site.

2. One Stop System Approach: All customers may explore work preparation and career development services and have access to information on a range of employment, training and adult and occupational education programs. Services will be made available through the One Stop Centers or WIOA Partner Programs.

3. Individual Choice: Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs, building on the advice and counseling provided by workforce centers staff.

4. Regional Development: To develop a workforce development system that upgrades the regional area workplace skills and enhances the economic development of the area. Services such as tax credits and labor market information will be made accessible on-site.

5. Cost-Effectiveness: All customers will have access to a system that minimizes costs, enhances the participation of employers and job seekers served through the system and does not duplicate services.

B. WORKFORCE WV and Region 2 Mission and Goals

Mission

Supporting and advancing a competitive workforce by the integration and cooperation of providing services to individuals and business.

Goals

1. Integrate Workforce Development System
2. Customer Driven Approach (Individual and Employer)
3. Develop Career Pathways
4. Increase Opportunities for Youth especially 18-24

Region 2 Workforce Team works with employers and partners throughout Region 2 to align services, leverage resources, and promote a seamless and integrated service delivery model in the region. This ensures both employers and job seekers are served at a high level creating the greatest community impact.

III. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

- A. PARTIES AND THEIR ROLES: WIOA clearly identifies the One Stop System as the service delivery system for programs funded under the Act and its partner programs.

The One Stop Centers are a collaboration of site partners who are responsible for

administering WIOA, educational and other human resource programs and funding streams. The following parties are involved in the administration of WIOA and the Region 2 WIB One Stop Centers:

1. *Chief Elected Officials Board* (CEOB) which oversees the local workforce development system and represents the local governing authorities.
2. *South Western West Virginia Region 2 Workforce Investment Board, Inc.*, who serves the local Workforce Development Board (*LWDB*) designated to work in partnership with the CEOB and to establish policies and oversee the workforce development system.
3. *One Stop Operator*, designated by the CEOB as responsible for the coordination of activities at the physical One Stop Center.

Required One Stop Center partners:

- i. Programs authorized under title I of WIOA, serving:
 1. Adults;
 2. Dislocated workers;
 3. Youth;
 4. Job Corps;
 5. Native American programs;
 6. Migrant and seasonal farmworker programs; and
 7. Veterans' workforce programs
(WIOA sec. 121 (b)(1)(B)(i));
- ii. Programs authorized under the Wagner-Peyser Act* (29 U.S.C. 49 et seq.); (WIOA sec. 121 (b)(1)(B)(ii));
- iii. Adult education and literacy activities authorized under title II of WIOA*; (WIOA sec. 121(b)(1)(B)(iii));
- iv. Programs authorized under parts A and B of title I of the Rehabilitation Act of 1973* (29 U.S.C. 720 et seq.); (WIOA sec. 121(b)(1)(B)(iv));
- v. Senior community service employment activities authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.); (WIOA sec. 121(b)(1)(B)(v));
- vi. Postsecondary vocational education activities under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301 et seq.); (WIOA sec. 121(b)(1)(B)(vi));
- vii. Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); (WIOA sec. 121(b)(1)(B)(vii));
- viii. Activities authorized under chapter 41 of title 38, U.S.C. (local veterans' employment representatives and disabled veterans outreach programs); (WIOA sec. 121(b)(1)(B)(viii));
- ix. Employment and training activities carried out under the Community Service Block Grant (42 U.S.C. 9901 et seq.); (WIOA sec. 121(b)(1)(B)(ix));

- x. Employment and training activities carried out by the Department of Housing and Urban Development; (WIOA sec. 121(b)(1)(B)(x)); and
- xi. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law); (WIOA sec. 121(b)(1)(B)(xi).)
- xii. Programs authorized under section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) (WIOA sec. 121(b)(1)(B)(xii).)
- xiii. TANF Programs authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), subject to subparagraph (C). (WIOA sec. 121(b)(1)(B)(xiii).)

**Designates WIOA Core Partners*

IV. PARTNER RESPONSIBILITIES

WIOA Section 121(b) lists the minimum responsibilities of all required partners under WIOA.

1. Make Career Services available, consistent, and coordinated through the one stop delivery system
2. Methods of referral of individuals between the one-stop operator and the one-stop partners for appropriate services and activities
3. Methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system; and
4. Describe how the costs of such services and the operating costs of such system will be funded
5. Duration of the MOU and the procedures for amending the memorandum during the duration of the memorandum

This section also allows for additional responsibilities to be determined; the following will be included:

1. Standards of services and branding for co-located partners
2. Commitment to cross training partner staff
3. Communication
4. Service delivery to employers

Availability of Career Services

Basic Career Services will be made available to the universal population. Further assessments may necessitate the need for more one on one and/or Training services.

Each partner is responsible for their provision of services associated with the One Stop System and determining eligibility for their programs with the exceptions of Title I- Adult/ Dislocated Worker programs and Title III Wagner Peyser who work together under the local Integration Plan and jointly determine eligibility under each Title.

Partners will strive to provide services seamlessly and will seek to prevent duplication whenever possible.

Referrals to System Partners

Referrals will be made to partner programs as appropriate. The Partner Handbook (Attachment B) includes partner referral guidelines and a universal referral form to be sent to partners to initiate contact and serve as documentation of the referral. Partners are expected to respond to referrals in a timely manner based on agency work flow and resources.

Supporting documentation, assessments, or other relevant information will be sent with the referral once a release of information is signed by the customer being referred.

Serving Populations with Multiple Barriers to Employment

Partners will ensure services are available to individuals with barriers to employment, WIOA defines the following populations:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166
- Individuals with disabilities, including youth who are individuals with disabilities
- Older individuals
- Ex-offenders
- Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC. 14043e-2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC. 11434a(2))
- Youth who are in or have aged out of the foster care system
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers, as defined in section 167(i)
- Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 USC. 601 et seq.)
- Single parents (including single pregnant women)
- Long-term unemployed individuals

Partners will conduct outreach targeting these populations in coordination with one another and will actively refer customers to the most appropriate partner to provide services based on need and available services.

RESOURCE/COST SHARING

The provision of direct services to individuals and businesses is a key component in the One Stop Center. Each partner serves a specific segment of the population and provides services that benefit those individuals. Each partner is responsible for the funding of their direct program services.

All partners will share an equitable and proportionate responsibility for the costs of the operational expenses of the One Stop Centers if collocated. Attachment A outlines the cost sharing agreement.

Continuous Improvement and Duration of MOU

All partners will participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration. To assure that services are responsive to the needs of the community, partners will survey customers to obtain feedback on customer satisfaction. All partners will participate in the ongoing development and improvement of the One Stop System/Center procedures, policies and operational management through the activities of the One Stop Advisory Council. All partners will be part of a process that will continuously review the needs of the workforce and business community and refine the services of the One Stop Centers based upon those needs.

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STANDARD OF SERVICE: All partners are expected to adhere to established standards for providing services in the One Stop Center, these include:

1. Statutory compliance with all federal, state, and local rules including those established by the One Stop Centers so far as they are not in conflict with the specific application of any law and regulation governing the One Stop operation
2. Use of a "no wrong door approach" within the One Stop System/Center to create a customer friendly seamless service delivery system
3. All team members in the One Stop Centers are expected to practice a code of conduct which includes:
 - a. Presenting a professional appearance
 - b. Maintaining good work habits, e.g., practicing common courtesy, maintaining a neat workspace, being punctual, appreciating diversity, exceeding customer expectations
 - c. Compliance with a practice of established professional and ethical standards
 - d. Maintaining adequate levels of staffing during all hours of operation including non-traditional hours
 - e. Shared responsibility for compliance with established security and emergency guidelines.
5. VETERANS PREFERENCE: All federally funded employment and training programs administered by all One Stop Center partners will include a veteran priority system to provide maximum employment and training opportunities to veterans and other

eligible persons within each targeted group as established by applicable federal law and state and federal policy in the service area.

6. **ONE STOP CENTER POLICIES AND PROCEDURES:** The partners have agreed to maintain operational control and responsibility for staff assigned to the One Stop Centers, while assuring staff adhere to policies and procedures of the One Stop Centers. Any partner specific variances with the One Stop Centers' policies and procedures should be documented in a supplemental agreement separate from, and attached to this MOU. The One Stop Center Policies and Procedures are outlined in the Partners Handbook (Attachment B). All partners will follow the One Stop Policies and Procedures. Where there is a conflict between those policies and procedures and those of a partner agency, the partner agency's policies and procedures shall take precedence. The partner agencies and the One Stop Operator shall work together to minimize such conflicts.

Cross Training

The One Stop partners will encourage, accommodate staff and/or provide training and cross-training, as deemed appropriate, to ensure that all partner staff are familiar with all programs represented within the One Stop Centers in order to integrate services, reduce duplication, and improve overall service delivery.

The One Stop Operator will coordinate a training calendar and will work with One Stop partners to schedule trainings. One Stop partners will be asked to provide training at a minimum of biannually.

Communication

One Stop Partners are invited to participate in the One Stop Advisory Council under the direction of the One Stop Operator. Participating members will be required to keep contact information updated and serve as the liaison to the staff of the One Stop Partner locally. This committee will be focused on the following:

- Service delivery system improvement and enhancement
- Training opportunities
- New developments with each partner
- Development of web based/technology driven resources

Services to Employers

One Stop Partners engage in two types of services to employers

1. **Outreach**- Educating and providing general information to employers about how Business Services can be their one-stop solution to employment related challenges
2. **Business Services** – Developing personalized strategies based on the Employer Needs Assessment that will innovatively address challenges in Recruitment, Hiring, Training, Business Closings or Layoffs

One Stop Partners will agree to use a common Employer Needs Assessment and will make an automatic referral or inclusion of One Stop Partner based on the employers need. The MACC will be used for Business Outreach and Services activities including documentation of employer services, notes, job postings, and EEO reporting.

V. GENERAL PROVISIONS

- A. PERFORMANCE GOALS: All partners have agreed to work together to meet and exceed the WIOA Performance Measures for the One Stop Center. The One Stop Operator will report on the progress of these measures and all partners agree to discuss ways of mutually attaining these performance measures to reach shared outcomes. The WIOA Performance Measures are issued annually.
- B. PERFORMANCE REPORTING: All partners have agreed to participate in a common intake, referral and individual tracking system operating through the One Stop Center. Whenever WIOA funds are expended in part or whole for service on an individual, all partners agree to enter/maintain that individual information in the automated system. In addition, all partners agree to refer and/or enter all job openings.
- C. INFORMATION SHARING/CONFIDENTIALITY: All partners agree that any information considered public assistance information pursuant to the Revised Code received by partners pursuant to their involvement with the One Stop Center will be used only for the purposes set out in this MOU and will not be re-released to anyone except as allowed by the Revised Code or any other state or federal law which governs release of the information.
- D. AMENDMENTS:
1. a) Except as set forth in paragraph (2), the information contained in this MOU may be modified or amended by written consent of all of the partners. Any request to amend a provision should be made in writing to the One Stop Operator and must be agreed to by all partners. The Operator will notify the other partners of the details of any modification request. b) The MOU may be modified from time to time to add new One Stop Center partners. These new members may sign the MOU in its existing form as of the time that they are being added. All partners to the MOU will be notified in writing of additional parties joining in the MOU. Any adjustment of cost sharing items will be reviewed prior to adding additional partners.
 2. It is understood by the parties that each should be able to fulfill its One Stop role in full accordance with any federal and state laws and policies which govern or affect their activities. If at any time any party is unable to perform its functions under this Agreement consistent with federal, state or local statutory, regulatory or policy mandates, the affected party should immediately provide written notice to all parties of their intent to amend or modify the Agreement at least 30 days in advance of effectuating the amendment or modification. No consent from the other parties will be requested if an amendment or modification is made pursuant to this provision.
 3. Periodically the Resource/Cost Sharing Agreement (Attachment A) may require adjustments based upon reconciliation of projected costs to actual expenses and/or minor adjustments to cost sharing items.

Minor adjustments of this type will not require a formal amendment to the MOU but it is agreed partners will be notified of any such modification(s) in writing.

- E. SUPPLEMENTAL AGREEMENTS: To ensure utmost flexibility for all partners, it is understood that the Operator may enter into separate legally enforceable agreements with each partner, or a combination of partners, which will specify the rights and obligations of that particular partner and the Operator.
- F. IMPASSE RESOLUTION: In the event that an impasse should arise between the partner(s) and/or the Operator concerning the conditions, performance, or administration of this MOU, the following procedure will be initiated:

It is the policy of the R2WIB that all workforce programs operated by or under the One-Stop shall be operated in conformance with all applicable laws and regulations. It is also the policy of the R2WIB that no programs or provision of services under those programs shall allow discrimination on the basis of race, color, national origin, age, sex, political affiliation, belief, citizenship or disability.

Participants Rights: Any participant who believes a violation of applicable legislation or regulation has occurred or who believes he or she has been discriminated against, with regard to program eligibility, enrollment or provision of services has the right to file a complaint. The complaint procedure is contained within the Partner Handbook (Attachment B)

- G. NON-DISCRIMINATION: All partners to this MOU are equal opportunity employers. All understand they must comply with 29 C.F.R. 37.30 which states it is against the law for a partner to discriminate on the following basis: against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 on the basis of the beneficiary's citizenship/status participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.
- H. MAINTAIN A DRUG FREE WORKPLACE: It is the policy of the One Stop to provide and maintain a safe and drug free workplace; therefore, all partners shall have a written policy regarding a drug free work place, having at least an equal force and effect as the policy currently in place by Region 2 WIB
- I. MISCELLANEOUS:

1. NO INDEMNIFICATION AND LIABILITY: By executing this MOU each partner agrees to work together to deliver One Stop Centers services for employers, employees and those seeking employment. However, the partners are not legally “partners” to the extent that term encompasses joint and several liability. Each partner under this MOU is responsible for its own employees, representatives, agents and subcontractors.

2. MUTUAL RESPECT OF ORGANIZATIONAL PRACTICES: All partners identified in this MOU or in supplemental agreements to this MOU will respect each others’ organizational practices and management structures in the provision of services under the MOU.

3. RECORDS MAINTENANCE: The One Stop Operator (WA) shall be responsible for all records pertaining to the administration and operation of the One Stop Centers. The designated One Stop Operator will provide all partners with an annual report that outlines budget expenditures/reconciliations, services provided and populations served and performance information. The source records for this report will be made available to all partners upon request. When a partner’s record retention policies are not equal to those stated in the WIOA (29 CFR 97.42), the most stringent of these policies should be applied to all partners in regard to any One Stop Center. Generally, participant case files and fiscal records shall be maintained by each partner agency for a minimum of three years.

4. TRANSFERABILITY OF MOU: This MOU shall remain in full force and effect upon the designation of a One Stop Operator to the extent that the designated One Stop Operator shall assume the role of the Workforce Alliance as it applies to the areas of operational responsibility, records maintenance, reporting and performance standards, continuous improvement, EOO standards, conflict resolution and support of the collaborative effort as outlined in this agreement.

VI. SIGNATURE PAGE

BY EXECUTING THIS MEMORANDUM OF UNDERSTANDING (MOU), as evidenced by the signatures set forth below, all parties represent that they have received a copy of this MOU, have reviewed the MOU, find it accurately reflects a general understanding of their role as a partner in the One Stop Center, and agree to participate in and fully support all of the procedures, policies and processes set forth therein without reservation. The person(s) signing this MOU on behalf of each partner and/or its organization represent that they are duly authorized by the partner and/or its organization to execute this Memorandum of Understanding on its behalf.

FOR THE PARTNER: WV Division of Rehabilitation
Title IV WIOA

BY: _____
(Typed or printed name of partner representative)

(Title)

(Signature of partner representative) DATE: _____

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FOR THE PARTNER: Mountwest Community & Technical College
Carl D. Perkins Grant Post – Secondary Education

BY: _____
(Typed or printed name of partner representative)

(Title)

(Signature of partner representative) DATE: _____

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FOR THE PARTNERS: Southern West Virginia Community & Technical College
Carl D. Perkins Grant Post – Secondary Education

BY: _____
(Typed or printed name of partner representative)

(Title)

(Signature of partner representative) DATE: _____

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FOR THE PARTNER: Southwestern Community Action Council
Bureau of Senior Services - Title V Older Americans Act

BY: _____
(Typed or printed name of partner representative)

(Title)

(Signature of partner representative) DATE: _____

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FOR THE PARTNER: *Huntington Area Development Corporation (HADCO)
Economic Development

BY: _____
(Typed or printed name of partner representative)

(Title)

(Signature of partner representative) DATE: _____

*Representing: Cabell and Wayne Counties

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FOR THE PARTNER: Workforce West Virginia
Uemployment Insurance

BY: _____
(Typed or printed name of partner representative)

(Title)

(Signature of partner representative) DATE: _____

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FOR THE PARTNER: Workforce West Virginia
Trade Adjustment Assistance

BY: _____
(Typed or printed name of partner representative)

(Title)

(Signature of partner representative) DATE: _____

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FOR THE PARTNER: Workforce West Virginia
Jobs for Veterans

BY: _____
(Typed or printed name of partner representative)

(Title)

(Signature of partner representative) DATE: _____

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FOR THE PARTNER: Job Corps. – Charleston

BY: _____
(Typed or printed name of partner representative)

(Title)

(Signature of partner representative) DATE: _____

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FOR THE PARTNER: Division of Indian & Native American Programs
CHARLESTON ONE STOP

BY: _____
(Typed or printed name of partner representative)

(Title)

(Signature of partner representative) DATE: _____

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FOR THE PARTNER: Workforce West Virginia
Migrant and Seasonal Farmworker

BY: _____
(Typed or printed name of partner representative)

(Title)

(Signature of partner representative) DATE: _____

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FOR THE PARTNER: Huntington Housing Authority
Housing and Urban Development

BY: _____
(Typed or printed name of partner representative)

(Title)

(Signature of partner representative) DATE: _____

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FOR THE PARTNER: Workforce West Virginia
Second Chance Act

BY: _____
(Typed or printed name of partner representative)

(Title)

(Signature of partner representative) DATE: _____