

**MEMORANDUM OF UNDERSTANDING
BETWEEN
~~VIRGINIA~~ DEPARTMENT
FOR AGING AND REHABILITATIVE SERVICES
AND
WEST PIEMONT WORKFORCE INVESTMENT BOARD**

MOU-13-077

I. Parties

The parties to this Memorandum of Understanding, hereinafter referred to as the "MOU," are the ~~Virginia~~ Department for Aging and Rehabilitative Services, hereinafter referred to as "DARS", and the West Piedmont Workforce Investment Board, hereinafter referred to as WPIEDMONT WIB.

II. Purpose

The purpose of this MOU is to put in place an agreement whereby WPIEDMONT WIB is reimbursed to expenses incurred for data collection related to the Disability Employment Initiative Grant, hereinafter referred to as "DEI Grant." The DEI Grant is a joint initiative between VCCS and DRS that seeks to increase employment and self-sufficiency for individuals with disabilities by linking them to employers and by facilitating seamless access to support and services that will provide transition to employment. The activities to be implemented will support the Technical Proposal submitted by the Virginia Community College System and funded by the United States Department of Labor (USDOL). DARS is sub recipient under this award and responsible for carrying out the grant activities including data collection. The WPIEDMONT WIB is responsible to DRS implementing data collection activities as planned by the DEI research contractor, Social Dynamics, in consultation with DARS and VCCS.

III. Contacts

DRS

Joseph M. Ashley, Rh.D, CRC
Commissioner for Grants and Special Programs
~~Virginia~~ Department for Aging and Rehabilitative Services
8004 Franklin Farms Drive
Richmond, Virginia 23229
Phone (804) 662-7624
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joe.ashley@dars.virginia.gov

WPIEDMONT WIB

Selma Graves
Deputy Director
West Piedmont Workforce Investment Board
PO Box 4043
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IV. Compensation and Payment

DARS agrees to reimburse WPIEDMONT WIB an amount up to **\$17,050** from the Disability Employment Initiative Grant funds received from the USDOL through VCCS from the date of execution of the MOU through September 30, 2013. **\$800** shall be designated for increased audit expense due to grant participation. **\$16,250.00** shall be designated for expenses related to grant data collection.

WPIEDMONT WIB will invoice DARS on a monthly basis, providing expenditure reports to document the work performed in accordance with Federal Office of Management and Budget Circular A087: Section 8, compensation for personal services (8.h.4.(a).

Upon receipt of an invoice from DARS, submitted in accordance with VCCS requirements outlined under section VI in Responsibilities, DRS will process payment to WPIEDMONT WIB. DARS agrees to initiate processing for payment of invoices properly submitted.

I. Statement of Work

Evaluation—

WPIEDMONT WIB agrees to participate in the data collection activities comparing the outcomes of WIA and Wagner-Peyser adults and youth with disabilities in local workforce areas that receive grant funds to those adults and youth with disabilities in local workforce areas who have access to the standard WIA and Wagner-Peyser services but not the interventions that are included in the proposal. These activities will include all quarterly data from October 2011 through September 2013.

VI. Responsibilities

A. DARS agrees to:

1. Act as the sub-grant recipient, fiscal and administrative agent and with VCCS, co-direct the DEI Grant and provide oversight for the entirety of the project.
2. Reimburse WPIEDMONT WIB a total of up to \$17,050 through September 30, 2013 for data collection expenses outlined in the "Statement of Work" above.
3. Provide written guidelines for reporting of aggregate statistical information related to the program and fiscal elements of the grant performance required by the VCCS and or the United States Department of Labor.
4. Provide monthly, quarterly, and yearly financial and programmatic reports to the funding authority (U.S. Department of Labor) in accordance with the required schedules.

B. WIB agrees to:

1. Perform the activities identified in the Statement of Work, in support of the DEI Grant research objectives.

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2. Provide the DARS with a monthly report detailing costs, along with a **signed** request for reimbursement **using the template attached** (Attachment D), any time prior to the last 4 business days of the month for the previous month's expenses.
3. Request reimbursement only for DEI Grant expenditures incurred in performance of activities authorized by the Grant, which are allowable, and necessary in meeting Grant objectives.
4. Comply with federal regulations and requirements that govern this project in particular, and any State related regulations governing the program.
5. WPIEDMONT WIB shall retain all books, records, and other documents relative to this MOU for three years after final payment, or until audited by the Commonwealth of Virginia, whichever is longer. The DARS or VCCS, its authorized agents, and state auditors shall have full access to and the right to examine any of said materials during the said period.

VII.

Terms and Conditions

Payment. Upon receipt of a proper invoice from WPIEDMONT WIB, submitted in accordance with DARS requirements outlined in VI.B. 2, DARS will initiate processing for payment of invoices upon receipt from WIB in accordance with the Virginia Prompt Pay Act.

Send completed reimbursement request forms electronically:

To: Maurice Talley: maurice.talley@dars.virginia.gov

CC: Georgia Coopersmith: Georgia.coopersmith@dars.virginia.gov

Authorities. Nothing in this MOU shall be construed as authority for either party to make commitments, which will bind the other party beyond the Statement of Work contained herein. This MOU is subject to VCCS's continued receipt of DEI Cooperative Agreement funding from the Department of Labor.

Confidentiality. DARS and WPIEDMONT WIB agree that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential in accordance with state and federal requirements. Any information to be disclosed to external individuals and/or entities, not a party to this MOU, must be in summary, statistical, or other form, which does not identify particular individuals.

Performances. All services provided by WPIEDMONT WIB, pursuant to the provision of this MOU, shall be performed to the satisfaction of DARS and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Any work found by DARS to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations, shall not be reimbursable.

Modification of Agreement. DARS and WPIEDMONT WIB agree that either may request a modification or addendum to this agreement that may include but not be limited to the

Statement of Work, Compensation, and Duration of the agreement. Any modification or addendum shall be in writing and must be agreed to by all parties. Any new written document must be signed and dated, and entered into with the same degree of formality as required for entry into the original agreement. Modifications to budget or compensation arrangements are subject to prior approval by the U.S. Department of Labor and shall be in submitted in writing and signed by the parties herein, or their official designee. Any provision of this agreement found to be invalid, shall not affect the remainder of this agreement.

Availability of Funds. It is understood and agreed by and between the parties herein that DARS shall be bound hereunder, only to the extent of the DEI Grant funds available, or which may hereafter become available for the purpose of this MOU.


VIII. Duration


Consistent with the terms of the DEI Cooperative Agreement Modification request, the duration of this MOU shall become effective upon final execution and end on September 30, 2013. Upon continued funding from the Department of Labor, then by mutual consent of both parties, this agreement may be extended for a period of two additional years. Either party, upon at least 90 days' written notice, may cancel this MOU. If this MOU is terminated, DARS shall reimburse WPIEDMONT WIB for allowable, documented costs for services rendered, and costs incurred, before the effective date of termination.

The undersigned hereby agree to the terms and provisions of this document and, thereby, authorize its execution.

ON BEHALF OF DARS

ON BEHALF OF WPIEDMONT WIB


James A. Rothrock *JAR* Date 8/14/12
Commissioner
Virginia Department for Aging
& Rehabilitative Services


Selma Graves Date 9/28/12
Deputy Director
West Piedmont Workforce Investment
Board