

**ON-THE-JOB TRAINING NATIONAL EMERGENCY GRANT PROJECT  
(OJT/NEG Project)**

**MASTER AGREEMENT AMENDMENTS**

**Master Agreement # OJT-XXX**

<b>CONTRACTOR:</b> Fiscal Agent's name and address	<b>FUNDING AGENCY:</b> Primary Operator Name and address
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This Master Agreement Amendment is issued by the [Primary Operator] "Primary Operator" under the authority of the Workforce Investment Act (WIA) and the National Emergency Grant (NEG). All provisions of the original Master Agreement (Contract #), dated Date signed, remain in full force and effect with the exception of the following:

**GENERAL AMENDMENTS**

1. References to "Division of Career Services" are replaced with "Department of Career Services".
2. References to MassWorkforce Issuance #10-92: On-the-Job Training National Emergency Grant are replaced with MassWorkforce Issuance No. 11-35: On-the-Job Training National Emergency Grant (revised).

**SECTION A: WORK STATEMENT**

1. The first sentence in *OJT Employer Eligibility* will now read: "All employers participating in the OJT NEG Project must meet the following eligibility requirements as per US DOL TEGL 4-10 and MassWorkforce Issuance No. 11-35, including ...."
2. Program Summary, OJT Training Eligibility #3 will now read: For OJT/NEG funded OJTs (non-Rapid Response), and Rapid Response OJTs to which a voucher payment is attached, Trainees must be prolonged unemployed, defined as experiencing unemployment for a minimum of twenty-two (22) weeks.

**SECTION B: TERMS AND CONDITIONS**

1. The following *Article I: Definition* language will now read:
  9. "Long-Term Unemployed" – A person who has experienced unemployment 22 weeks or longer.

10. “Modifications” - Any changes, amendments, or emendations to a contract which affect the intent, cost, quality or length of contracted services.
  12. “OJT Trainee” or “Trainee” – An individual who has been determined to be eligible to participate in and who is enrolled in On-the-Job Training (OJT). Trainee designation commences on the first day of on-the-job training following intake, eligibility determination, assessment, case plan development, OJT Orientation, and OJT contract execution.
2. The following *Article IX: Disclosure of Confidential Information* language will now read:
- The first sentence now reads: “The Contractor agrees to maintain the confidentiality of any information regarding employers, trainees, OJT Trainees or their immediate families which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.”

<b>SECTION C: ENROLLMENT AND PAYMENT SCHEDULE</b>
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***The original language in “Section C: Enrollment and Payment Schedule” is revoked, and replaced by the following:***

**CONTRACTOR:** **Name of Contractor**                      **Master Agreement #OJT-XXX**

**OJT/NEG PROJECT VOUCHER PAYMENT SCHEDULE**

Funding for voucher payments is on a fixed fee basis. Payment is subject to the following conditions:

1. Voucher payments will be single payments per authorized OJT/NEG Project enrollment in the following amounts:
  - a. **NEG Vouchers:** \$3,300 per OJT for NEG-funded OJTs
  - b. **Rapid Response Vouchers:** \$3,300 per OJT for either NEG or Rapid Response-funded OJTs in which the OJT Trainee is long-term unemployed.

Contractor will receive voucher payment for performing the following services:

- a) Prospective OJT Trainee outreach, intake, case planning, and orientation;
  - b) OJT Employer outreach, eligibility determination, training plan development;
  - c) OJT Contract execution;
  - d) OJT case management, reporting, monitoring, follow up services.
2. NEG and Rapid Response voucher payments are applicable to OJT contracts in which the OJT Trainee meets the long-term unemployed criteria, and for which the Contractor has not already received a voucher payments.

3. Per MassWorkforce Issuance No. 11-35, the contracted workforce investment area is initially guaranteed NEG vouchers for each of the first two NEG-funded OJT/NEG trainees. This guarantee is in effect until April 29, 2011. After this time, NEG vouchers will be available on a first-come, first-served basis. Rapid Response voucher payments are available on a first-come/first-served basis. The Primary Operator determines the funding source of the local area's voucher payment.
4. The Contractor must submit the following documentation to the Primary Operator be eligible to receive voucher payments;
  - a. **Employer Eligibility Checklist**
  - b. **OJT Pre Contract Form**
  - c. **OJT Justification Form**
  - d. **OJT Contract** (and Signatory Authorization Page, if needed)
  - e. **OJT Voucher Invoice**

See *Section E: On-the-Job Training (OJT) Process* for details on proper submission of these documents. Missing, incomplete, or late documentation may result in forfeit of voucher payment.

5. Official OJT enrollment occurs on the first day on which an OJT Trainee begins the training. An OJT Trainee who completes the intake process, is verified as eligible, but who is not enrolled into MOSES or who has not commenced on-the-job training will not constitute an official enrollment. In order to constitute an approved enrollment for payment purposes, an enrollment must be authorized in advance by the Primary Operator.
6. OJT Voucher Invoices must indicate OJT/NEG Project enrollments by provision of the following detail: OJT Trainee name, MOSES identification number, OJT course number, enrollment date, voucher type and voucher amount. All trainee information for payment purposes will be reviewed in MOSES by the Primary Operator. Invoices should be sent to the Primary Operator contact person.
7. The Primary Operator will accept invoices for payment from the designated local area Fiscal Agent. Please ensure the name of the signatories and local area as they appear in the designated section of the Master Agreement.
8. The Primary Operator will make voucher payments to the Contractor (the local area Fiscal Agent) no later than 30 days following receipt of a complete and accurate OJT Employer Invoice for authorized OJT Trainees only, provided the Contractor has submitted the required documentation specified in #3 above. Incomplete or inaccurate invoices or other documentation will cause delays in payment and may be returned for correction. The Contractor may create an individualized invoice as long as it includes all data elements required by #5 above, although it is strongly recommended that the Contractor utilize the OJT Local Area Voucher Invoice Form provided as Attachment M of Mass Workforce Issuance No. 11-35. All obligations and payments are contingent upon Primary Operator funding and receipt of funds from the Department of Career Services.
9. Modifications to either the Payment Method or Work Statement are not permitted without the formal approval of the Primary Operator and the subsequent submission and agency approval(s) of modification documents.

10. Please send invoices and correspondence to:

[Primary Operator name and address]

## SECTION E: ON-THE-JOB TRAINING (OJT) PROCESS

The language in sections specified below will now read:

### **2. Voucher Payment Reservation**

Submission of the Employer Eligibility Checklist will reserve a voucher payment for the local Workforce Investment Area. Per MassWorkforce Issuance No.11-35, the contracted workforce investment area is initially guaranteed a \$3,300 voucher payment for each of the first two OJT/NEG trainees (only if the training is to be paid from OJT/NEG grant funds) until April 29, 2011. After this time, NEG vouchers will be available on a first-come, first-served basis. Rapid Response vouchers are available on a first-come, first-served basis.

The contracted area's OJT/NEG Project activity will be reviewed after 60 days of submission of the Employer Eligibility Checklist. If after 60 days the area has not executed the OJT/NEG contract that corresponds to the Employer specified in the Employer Eligibility Checklist, voucher payments will not be honored. Extensions on this timeline will be made on a case-by-case basis by the Primary Operator.

Those areas where an OJT Contract has been executed within the 60-day timeframe will be issued voucher payments upon receipt of a voucher invoice. See *Section C: Enrollment and Payment Schedule*.

### **7. Assessment**

All eligible and appropriate customers of the OJT/NEG Project will receive a full objective assessment. As defined by the WIA regulations, an objective assessment will include an assessment of the skill levels and service needs of each customer, which shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for non-traditional jobs), and supportive service needs. Skill assessments must be administered using a standardized and publicly available assessment instrument. Assessment records must be documented in MOSES and on the OJT Justification Form and kept in the customer's file. Skill assessment tools may include one of the following instruments:

- Work Keys / Key Train
- The Self-Directed Search (SDS)
- Career One Stop Skills Profiler
- O\*NET
- MASS CIS

The assessment process may include an informal assessment based on one-on-one interactions between the customer and the career center staff. The ability of a customer to complete an intake document, to follow instructions in the orientation and during the intake process, and to articulate expectations and needs all become part of the informal assessment.

### **8. Case Plan Development**

The assessment process will culminate in the development of a Case Plan that shall identify the employment goal, achievement objectives, and appropriateness of on-the-job training for the

prospective OJT Trainee. Review of OJT Trainee's progress in meeting the objectives of the service strategy will be documented throughout the trainee's tenure. Labor market and occupational information will be researched and provided in MOSES. If the prospective OJT Trainee lacks currently marketable skills, a determination of occupational skill gap and skill requirements will be made. The Case Plan should document the justification for referral of the prospective OJT Trainee to on-the-job training based on objective assessment, and analysis of work history, personal interest, and local labor market information. Career Center staff will discuss with the individual the process through which on-the-job training and education services are obtained. The Case Plan should be updated and reviewed regularly.

### **9. OJT Training Plan Development**

The Career Center will then match eligible prospective OJT Trainees to the proposed OJT position based on appropriateness according to the prospective OJT Trainee's Case Plan, assessment results, and the employer's baseline qualifications. The Career Center will also facilitate any screening or assessment procedures required by the employer. In the case when a Career Center cannot match an OJT position with an eligible prospective OJT Trainee within 60 days, the Career Center must notify the employer and keep the Employer Eligibility Checklist on file.

Once an eligible OJT Trainee has been matched to a proposed OJT position, the Career Center will work with the employer to develop a training plan that must reflect the meshing of the prospective Trainee skills assessment(s) and an analysis of job performance requirements. The Training Plan must specify skill gaps, job performance requirements that can be benchmarked against external data, and training duration. The Training Plan must be individualized to reflect individual differences. Skill development and training length should correspond to the Specific Vocational Preparation (SVP) and Job Zone found on O\*NET (<http://online.onetcenter.org/>).

### **11. OJT Pre-Contract Form**

Once the training plan outline is complete, the SPoC will send the Primary Operator an OJT Pre-Contract form that identifies: a) the cost of the OJT and support services to determine whether there are sufficient OJT/NEG Project funds, and b) the prospective Trainee's skill gap. The Primary Operator will respond to the OJT Pre-Contract Form within five (5) business days with a determination as to whether the funds are in place, and provide authorization for the Career Center to develop an OJT Contract. If Support Services are authorized, the Career Center will adhere to their local Support Services policy as detailed in Section D of this Agreement.

### **15. Case Management**

Throughout the OJT development stage, Career Centers are responsible for OJT Trainee case management services. As defined by WIA regulations, case management means the "provision of a client-centered approach in the delivery of services", designed to:

- 1) Prepare and coordinate comprehensive employment plans, such as service strategies, for OJT Trainees to ensure access to the necessary training and supportive services
- 2) Provide job and career counseling during program participation and after job placement, if necessary

Case management includes the in-depth provision of career counseling (i.e. skill reviews, vocational exploration, interest assessment, labor market review) in order to develop the case plan to help individuals reach employment goals. For trainees in the OJT/NEG Project, on-going

counseling support will be provided to assist them to overcome barriers to successful OJT completion and to reach the goals set forth in their case plans.

Case notes for each customer through all stages of developing the OJT must be documented, detailed and updated in MOSES. Case notes document services, customer contact and issues, and trainee progress toward achieving the employment objectives in the Case Plan. Contact should be maintained with all trainees at a minimum of every thirty (30) days, and that contact should be posted in MOSES. Case Plan and corresponding MOSES documentation must occur on an ongoing basis and include documentation of completion of activities.

### **18. Exits**

Following completion of activities funded through this contract, and 90 days of no services (excluding follow-up services), trainees will be exited from the OJT/NEG Project grant. This will begin the follow-up period described above.

Regardless of the type of activity for a trainee, the only positive outcome for a Dislocated Worker trainee is placement into unsubsidized employment. Entered employments commence after on-the-job training has concluded and the former OJT trainee's wage is not reimbursed to the employer. All entered employments must be documented on the MOSES system. When a trainee obtains a job placement, his/her OJT/NEG Project case should be closed. The MOSES automatic exit feature will exit the trainee from the system.

In addition, the contracted Career Center should strive for a placement rate of 88% of all exiters from the OJT/NEG Project.

<b>SECTION F: GRIEVANCE PROCEDURES</b>
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*The original language in "Section F: Grievance Procedures" is revoked, and replaced by the following:*

The Primary Operator and Contractor agrees to adhere to the provisions specified in MassWorkforce Issuance No. 11-27: Unified Workforce Investment System Complaint Process, Revision II. As such, the Primary Operator and Contractor agree to establish and administer complaint procedures related to services/activities funded under Title I of the Workforce Investment Act of 1998 promulgated at 20CFR, Ch. V, §667.600 - §667.640. Requirements related to services/activities funded under the Wagner-Peyser Act, as Amended (Title III of the Workforce Investment Act) are separately promulgated at 20CFR Ch. V, §658.400 - §658.426. Both sets of regulations require the establishment of a local process to handle complaints brought forward by consumers of the respective program's services.

MassWorkforce Issuance No. 11-27 details the Commonwealth of Massachusetts' unified complaint system that covers the requirements of both WIA and Wagner-Peyser. This unified process has been reviewed and approved for statewide implementation by the U.S. Department of Labor (DOL). It streamlines state and local processes (including

procedures pertaining to the appeal of local determinations to the State level and, if necessary, beyond) into a single, unified complaint system.

Consistent with the regulations promulgated at 20 CFR Ch. V, §667.600 - § 667.640 and also at 20CFR Ch. V, §658.400 - §658.426, describing complaint system requirements for all direct recipients\* of WIA Title I funds (excluding Job Corps\*\*) and Wagner-Peyser funds (Title III), all local Workforce Investment Area entities and WIA service providers including all Workforce Investment Boards, One-Stop Career Centers, Fiscal Agents and service providers must establish and maintain a formal unified process for the submission and resolution of complaints initiated by either customers or other interested parties that is consistent with the guidance described, herein and detailed in Attachment A.

*\*Direct recipients may include state agencies, state and local workforce investment boards, One-Stop Career Center operators, Career Center partners, local WIA administrative entities, their service providers, including eligible training providers and entities providing non-WIA funds or resources to meet matching requirements or other conditions under WIA.*

Formal complaints may be submitted in accordance with MassWorkforce Issuance No. 11-27 by an individual or group of individuals, an employer or group of employers, a staff person or persons or an interested third party acting on behalf of an individual, group of individuals, an employer or group of employers.

Under MassWorkforce Issuance No. 11-27 each local area must assure that the WIA entities [including the WIB, the One-Stop Career Center(s), the Title I Administrator and the Fiscal Agent)] and local partners and service providers designate an appropriate number of Complaint Officers (CO) and EO Officers (EOO) whose responsibility it is to conduct the initial review of each complaint and to determine the correct adjudicative path (Title I, Wagner-Peyser or EO) to be followed to reach a resolution.

Any provisions contained in the Workforce Investment Act of 1998 and the Wagner-Peyser Act, as Amended, their regulations, or other applicable laws and regulations shall apply even if not explicitly stated in MassWorkforce Issuance No. 11-27. Neither shall any part of that policy be construed to contradict prevailing equal opportunity laws and requirements.