MASSACHUSETSS DISASTER HURRICANE RESPONSE

 NATIONAL DISLOCATED WORKER GRANT (Hurricane NDWG)

 MASTER AGREEMENT

Master Agreement # HNDWG-XXX

 **CFDA:17.277**

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| CONTRACTOR: | **FUNDING AGENCY:**Regional Employment Board of Hampden County1441 Main Street, 1st FloorSpringfield, MA 01103 |

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| This Master Agreement is issued by the Regional Employment Board of Hampden County “Primary Operator” under the authority of the Workforce Innovation and Opportunity Act (WIOA) and the National Dislocated Worker Grant (NDWG) for the provision of career and training services for refugees impacted by Hurricane Irma and/or Maria determined to meet the eligibility criteria set forth in this agreement. Upon execution (signature) of this Agreement by both parties and receipt of the executed Agreement by Primary Operator, the Work Statement description, the On-the-Job Training, Individual Training Account, Support Services and English for Speakers of Other Languages (ESOL) processes, the payment schedule, the Terms and Conditions, and the Grievance Procedures will be incorporated by reference into any services provided by the employer or training vendor. Performance shall include services rendered, obligations due, costs incurred, or other commitments authorized under the Enrollment and Payment Procedures. |

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| Period of Performance: This Agreement shall be effective as of December 1, 2017 and encompasses all enrollments and services authorized subsequent to that date. The Agreement will remain in effect until November 30, 2019 unless and/or until either party chooses to withdraw from the agreed arrangement. |

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| In Witness Whereof: The Contractor and Primary Operator have entered into this Agreement effective as of the start date of the period of performance, and do hereby recognize and agree as to the Work Statement contained in Section A following; recognize and agree to the Terms and Conditions contained in Section B following; recognize and agree to the Payment Schedule contained in Section C following; recognize and agree to the Support Services procedures contained in Section D following; and recognize and agree to the Grievance Procedures described in Section E following; The Contractor shall comply with the attachments for any applicable enrollment related services authorized by Primary Operator, as certified by their authorized signatory below: |

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| For the Contractor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LWDA Fiscal Agent Date  | For Primary Operator:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_REB President & CEO Date |
| The signatories representing the parties hereto certify and warrant under the pains and penalties of perjury that they have the requisite authority, and have been properly authorized, to enter into this Agreement, and to carry out their respective obligations and responsibilities hereunder. |

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| The Contractor has appointed the following Single Point of Contact for this contract:Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The Contractor has appointed the following Backup Single Point of Contact for this contract:Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ The Contractor is a signatory on behalf of the following One Stop Career Centers:Career Center #1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Career Center #2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Career Center #3 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

This agreement consists of:

* Section A – Work Statement
* Section B – Terms and Conditions
* Section C – Enrollment and Payment Schedule
* Section D – Support Services
* Section E – Grievance Procedures

**SECTION A: Work Statement**

**SERVICE SUMMARY**

The Massachusetts Executive Office of Labor and Workforce Development (EOLWD) Department of Career Services (DCS) applied for Disaster DWG funding to assist local One-Stop Career Centers in serving people who have relocated to MA due to the recent hurricanes (Irma and Maria – October 2017). DCS has received a DWG award in the amount of $862,837, with the ability to apply for additional funding, up to $2,588,511, upon demonstrated fiscal and programmatic performance.

To be eligible to participate in the MA Disaster Hurricane Response DWG project, individuals must meet all of the following eligibility requirements:

**WIOA Title I Eligibility** including:

* A citizen or national of the United States, lawfully admitted permanent resident alien, refugee, asylee, parolee, or other immigrant authorized by the Attorney General to work in the United States.
* In compliance with the Military Selective Service Act. (WIOA Sec. 189(h)). (This applies to males 18 or older who were born on or after January 1, 1960).

**Hurricane Response DWG Eligibility**:

1. Individuals who have lost employment due to the Disaster (including formerly self-employed individuals who become unemployed or significantly underemployed as a result of the disaster). To prove Unemployment status, eligible individuals must be Puerto Rico or U.S. Virgin Islands UI benefits recipients or exhaustees (other documentation of unemployment connected to the disaster will be considered on a case by case basis) or;
2. Individuals who have evacuated from the Declared Disaster Areas resulting from Hurricanes Irma and Maria. To prove evacuation status, eligible individuals must have a Federal Emergency Management Agency (FEMA) identification number (other documentation, such as airlines tickets or boarding passes will be considered on a case-by-case basis).

*Veterans’ preference applies within these eligible groups.*

The Commonwealth’s MA Disaster Hurricane Response DWG project will include the following elements:

**Voucher Component:**

All local Workforce Areas are eligible to receive a voucher payment of $1,500 for providing individualized Career Services and follow-up services to *Authorized eligible* enrollees. Voucher reimbursement payments will be made to the local area only for non-training individualized career services provided by the local One-Stop Career Center system. The Regional Employment Board of Hampden County (REBHC) remits payment to the Career Center’s fiscal agent upon receipt of the voucher payment invoice.

Any local area that has not executed a Master Agreement with the REBHC will not have access to voucher payments described above.

**Individual Training Accounts:**

Eligible Participants will have access to Individual Training Accounts (ITA) for Occupational Training or Integrated Occupational/ABE/ESOL training for approved courses listed on the State Eligible Training Provider List (ETPL). Contracts for the ITA will be executed between the REBHC and the Training provider.

**On-the-Job Training:**

Eligible participants will have access to On-the-Job Training (OJT) opportunities in accordance with Mass Workforce Issuance 100 DCS 07.101.1. Contracts for the OJT will be executed between the REBHC and the Eligible Employer that is providing the training.

**Adult Basic Education/English for Speakers of Other Languages (ABE/ESOL):**

The MA Disaster Hurricane Response DWG project includes funding for ABE/ESOL Services. These types of services, if delivered as a stand-alone service, are considered Career Services. As such, they are not eligible to be provided through the ITA process.

The REBHC will need to procure these services on behalf of the eligible participants within each of the 16 workforce regions with a documented need for such services.

The REBHC will require input from the Workforce Development Board of each area that has a documented need to identify the Scope of the need, the desired services to best address the need, and then will determine the appropriate procurement methodology to effectively and efficiently secure these services. The REBHC will contract directly with service providers selected as a result of the procurement process.

**Support Services:**

For the MA Disaster Hurricane Response DWG, supportive services are allowable for participants to participate in Career and Training services. Support Services shall be available to eligible participants based on funding availability and in accordance with the pertinent local area’s Support Services Policy.

Support Services will be paid “up front” by the local area either to the individual directly or to a third-party provider in a manner consistent with the area’s local policy. The local area shall subsequently invoice the Regional Employment Board of Hampden County (REBHC) for Support Services reimbursement.

**SECTION b: TERMS AND CONDITIONS**

# ARTICLE I: Definitions

As used throughout this Contract, the following terms shall have the meaning set forth below:

1. “Agreement” or “Contract” - This document, including all attachments, addenda, and, by reference, applicable WIOA and Commonwealth of Massachusetts regulations.
2. “Authorized Representatives” - Any person or persons (other than the Contracting Officer) authorized to act for the head of the agency.
3. “Career Center” – A One Stop Career Center located within the Workforce Development Area under the direction of Title I Fiscal Agent that has been certified by the Commonwealth of Massachusetts. For the purposes of this Contract, the contracted Fiscal Agent will ensure the Career Center(s) implicated in the contract will abide by the terms and conditions outlined herein.
4. “Contracting Officer” - The person executing this contract on behalf of the funding agency, and any other individual who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer within the limits of his/her authority. The Contracting Officer will be the only individual who can legally commit the WDA to the expenditure of funds in connection with this contract or accomplish any contract changes.
5. “Contractor” – Party engaged to render services or complete tasks for amount specified in this contract document.
6. “DCS” - Massachusetts Department of Career Services, which has statewide responsibility for oversight of local WIOA programs for the Governor.
7. “Employer” – A business in the private or non-profit sector.
8. “Long-Term Unemployed” – A person who has experienced unemployment 27 weeks or longer in aggregate.
9. “Modifications” - Any changes, amendments, or emendations to this contract which affect the intent, cost, quality or length of contracted services.
10. “NDWG” – National Dislocated Worker Grant; a source of funding for the Hurricane NDWG Project.
11. “OJT 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.
12. “Participant” – An individual who has been determined to be eligible to participate in and who is receiving services) except follow-up services) authorized by WIOA Title I. Participation commences on the first day, following determination of eligibility, on which the participant began receiving subsidized employment, training or other services provide under WIOA Title I.
13. “Primary Operator” – The entities designated to provide operational and fiscal oversight to the JD NEG Project. The Primary Operator is the Regional Employment Board of Hampden County.
14. “Stand-in Costs” - Costs paid from non-Federal sources which a recipient proposes to substitute or Federal costs which have been disallowed as a result of an audit or other review.
15. “Subcontract” - Includes all contracts, agreements or purchases, including purchase orders entered into by the contractor with a third party to procure property or services under this contract.
16. “WIOA” - Workforce Innovation and Opportunity Act of 2014

# ARTICLE II: Contracting Officer’s Representatives

The President and CEO of the Primary Operator may designate employees to act as authorized representatives for certain specific purposes. Such designation shall not contain authority to resolve disputes, sign any contractual documents or approve any alteration to the Contract involving a change in scope, price, terms or conditions.

# ARTICLE III: Indemnification

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the Commonwealth of Massachusetts and the Primary Operator, including its agents, officers and employees against any and all liability and damages the Commonwealth or Primary Operator may sustain or incur in connection with the performance of this Contract by reason of acts, inaction, omissions, negligence or reckless or intentional conduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified by the Commonwealth and the Primary Operator of any claim within a reasonable time after the Commonwealth and the Primary Operator become aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim and any negotiated agreement or final judgment.

# ARTICLE IV: Certificate of Insurance

Unless the Contractor is a self-insured agency of the Commonwealth, the Contractor shall procure and thereafter maintain Workers Compensation, employer’s liability, and comprehensive general liability (bodily injury) insurance.

# ARTICLE V: Availability of Funds

This Contract is contingent upon the receipt of National Dislocated Worker Grant funds from the U.S. Department of Labor and continued authorization for allowable program activities. In the event that such funds become unavailable for any reason or authorization for program activities is withdrawn or otherwise modified, the Primary Operator has the unilateral right and absolute discretion to terminate this Contract at any time.

# ARTICLE VI: Corrective Action

If the Contractor’s performance is found not to comply with the performance standards as outlined in the terms and conditions of this Contract, the Contractor will be required to implement corrective action for reasons including, but not limited to, the following:

1. The Contractor has failed to deliver services as specified in the Contract.
2. The Contractor failed to deliver these services according to the Contract schedule.
3. The Contractor has failed to deliver the quality and/or outcomes called for in the Contract.

# ARTICLE VII: Sanctions

The Primary Operator shall reserve the right to place sanctions on the Contractor for deficiencies concerning program performance or for noncompliance with the stated policies. Wherever feasible, the Primary Operator shall give the Contractor an opportunity to prepare and carry out a corrective action plan. However, failure to provide the Contractor with an opportunity for corrective action shall not prevent the Primary Operator from imposing sanctions. Such sanctions may include, but are not limited to:

1. Termination or reduction of contract allocation.
2. Withholding of payment.
3. Debarment of particular Contractor(s) or sub-contractor(s).
4. Repayment from non-WIOA funds for violations of laws and regulations.

# ARTICLE VIII: Termination of Contract

1. “Without Cause” – Either party may terminate this Contract by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of termination as stated in the notice, or such other period as is mutually agreed in advance by the parties.
2. “For Cause” – If the Contractor fails to perform under this Contract, or fails to make sufficient progress so as to endanger contract performance, or fails in any way to comply with the terms and conditions of this Contract, the Primary Operator will terminate this Contract, in whole or in part, by giving written notice to the Contractor at least ten (10) calendar days before the effective date of termination stated in the notice. The notice shall state the reason(s) for termination and will state a reasonable period, not less than ten (10) calendar days, during which the reason(s) for the termination must be remedied, subject to the approval of the Primary Operator.
3. “Emergency” – the Primary Operator may terminate or suspend this Contract by providing written notice to the Contractor stating the grounds for this action, in the form of telegram, Mailgram, hand-carried letter, or other appropriate written means, if the Primary Operator determines that immediate action is necessary to protect state and/or federal funds or property or to protect individuals from injury. Such termination or suspension action shall be effective upon receipt of notice of either suspension or termination by the Contractor.

In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from the Primary Operator specifying requisite corrective action(s) by the Contractor to remove the suspension, a proposed timetable for meeting those requirements, and a description of the allowable activities and costs, if any, during the suspension period.

Failure by the Contractor to remedy any identified deficiencies according to the timetable prescribed by the Primary Operator shall be cause for immediate termination.

1. Notwithstanding the terms contained in this section, in the event of any termination, the Contractor shall not be relieved of liability to the Primary Operator for injury or damages sustained by the Primary Operator by virtue of any breach of this contract by the Contractor. In the event of termination pursuant to this Section, the Primary Operator will withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the Primary Operator from the Contractor is determined.
2. Upon termination, all documents, finished or unfinished, data, studies and reports prepared by the Contractor pursuant to this Contract shall become the property of the Primary Operator.
3. The Primary Operator shall pay the Contractor for all services performed to the effective date of any termination provided the Contractor is not in default of the terms of this Contract and submits to the Primary Operator properly completed invoices, with supporting documentation covering such services no later than thirty (30) days after the effective date of termination.
4. “Termination for Convenience” – the Primary Operator may terminate the Contract, in whole or in part, by thirty days written notice when it is in the best interests of the Primary Operator. In such event, the Contractor shall receive payment for all work properly performed in an amount not to exceed the total obligated amount for the particular costs involved.

# ARTICLE IX: Disclosure of Confidential Information

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. Without the permission of the trainee or OJT Trainees, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the Contract and to persons having responsibilities under the Contract, including those furnishing services to the project under subcontracts. The Contractor shall further comply with the provisions of the Fair Information Practices Act. Ch. 766 of the Acts of 1975, and with the regulations promulgated thereunder by the Executive Office of Economic Affairs.

The Contractor agrees to take reasonable steps to insure the physical security of such data under their control, including, but not limited to: fire protection (including smoke and water damage), alarm systems, locked files, guards, or other devices reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access; access to input and output documents; and design provisions to limit use of personal data.

The Contractor and the Primary Operator agree that they will inform each of their employees having any involvement with personal data or other confidential information of the laws and regulations relating to confidentiality. The Primary Operator shall have access to any data maintained pursuant to the Contractor, without the consent of the data subject. The Contractor shall use personal data, and materials derived from such data, only as necessary in the performance of this Contract.

# ARTICLE X: Assignment by Contractor

The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under this Contract, provided however, that the Primary Operator may approve the assignment of present and prospective claims for money due and owing to the Contractor pursuant to this Contract to a bank, trust company or other financial institution insured by the Federal Deposit Insurance Corporation (FDIC).

# ARTICLE XI: Conflict of Interest

The Contractor agrees that no employee, officer, or agent of the Contractor shall be involved in the program funded under this Contract if a conflict of interest, real or apparent, exists. The Contractor’s attention is called to Massachusetts General Law c. 268A (The Conflict of Interest Law). The Contractor shall not act in collusion with any Primary Operator officer, employee, agent, or any other party, nor make gifts regarding this Contract or any other matter in which the Primary Operator has a direct and substantial interest.

# ARTICLE XII: Non-Discrimination

This Contract is subject to Titles VI and VII of the Civil Rights Act of 1964 (78 Stat. 252) as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; Title IX of the Education Amendments of 1972, as amended; and the Regulations issued thereunder which are found at 29 CFR 31, 29 CFR37, and 28 CFR35, as well as all subsequent Equal Employment Opportunity Amendments that prohibit discriminatory practices, and the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act. The Contractor specifically agrees that all work done pursuant to this Contract shall be done in such a manner that no employee, OJT Trainee, subcontractor, or other qualified person or entity involved in the work will be discriminated against in any of the ways set forth in 29 CFR 31.3 because of race, color, age, sex, national origin, physical or mental disability and Genetics. The Contractor agrees to submit all required reports and will make available to all eligible employees under the contract, information regarding the obligation under this Section in such form and at such times as the Executive Director may specify. The Contractor further agrees that any violation of this Section shall give the Primary Operator the right to seek its judicial enforcement.

# ARTICLE XIII: Monitoring

At any time during the term of this Contract, Contractor shall permit the Primary Operator and its representatives, the DOL or the DCS to conduct onsite evaluations to monitor program performance to ensure compliance with the terms of this Contract. During normal business hours, on a regular schedule to be determined by both parties, there shall be made available, for examination and monitoring, all customer case files, personnel files, attendance records and any other data relating to all matters covered by this Contract. Monitoring visits shall include observation of program activities and interviews with staff and customers. Records may be copied if necessary.

# ARTICLE XIV: Modifications

The Contracting Officer, or a duly authorized representative, will at any time, by written order and without notice to the sureties, make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or time required for performance of any part of the work under this contract, whether changed or not by such order, an equitable adjustment shall be made in the Contract and shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days of the receipt by the Contractor of the notification of changes. Provided that the Contracting Officer decides that the facts justify such action, the Primary Operator will receive and act upon any such claim asserted at any time prior to final payment under this Contract. Both parties shall approve all contract and subcontract modifications.

# ARTICLE XV: Debarment

The Contractor, by signing this agreement, assures the Primary Operator that the Contractor has not been debarred and agrees to notify the Primary Operator if this status changes while this Contract is in force.

# ARTICLE XVI: Governing Law and Jurisdiction

This Contract shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Both parties hereto agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this Contract.

# ARTICLE XVII: Severability

If any Article or provision of this Contract is declared or found to be illegal, unenforceable, or void, then both the Primary Operator and the Contractor shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest permitted by law.

SECTION C: ENROLLMENT AND PAYMENT SCHEDULE

HURRICANE NDWG 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 MA Disaster Hurricane Response NDWG enrollment in the following amounts:

 ***Hurricane NDWG Vouchers***: $1,500.00 per authorized enrollee

Contractor will receive voucher payment for performing the following services as outlined in Section A: Work Statement:

1. Eligibility Determination and Documentation (Required)
2. Project Enrollment and Provision of Assessment services (Required)
3. Career Planning and In-Depth Job Search Coaching
4. Training
5. Support Services; and
6. Job development to prepare a participant for full-time employment.
7. Reporting/MOSES Tracking
8. The Contractor must submit the following documentation to the Primary Operator to be eligible to receive voucher payments;
9. **Hurricane NDWG Justification Form**
10. **Hurricane NDWG Voucher** **Invoice** after participant has been determined eligible and enrolled in the program.

Missing, incomplete, or late documentation may result in forfeit of voucher payment.

1. Official Hurricane NDWG enrollment occurs on the first day on which a Hurricane NDWG customer begins receiving services outlined above. A Hurricane NDWG customer who completes the intake process, is verified as eligible, but who is not enrolled into MOSES or who has not commenced Hurricane NDWG services 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.
2. Hurricane NDWG Voucher Invoices must indicate Hurricane NDWG Project enrollments by provision of the following detail: Trainee name, MOSES identification number, enrollment date, voucher type and voucher amount. All participant information for payment purposes will be reviewed in MOSES by the Primary Operator. Invoices should be sent to the Primary Operator contact person.
3. The Primary Operator will accept invoices for payment from the designated Single Point of Contact (SPoC). Please ensure the name of these individuals appear in the designated section of the Master Agreement.
4. The Primary Operator will make voucher payments to the Contractor no later than 30 days following receipt of a complete and accurate Hurricane NDWG invoice for authorized Hurricane NDWG Customers only, provided the SPoC has submitted the required documentation specified in #4 above. Incomplete or inaccurate invoices or other documentation will cause delays in payment and may be returned for correction. All obligations and payments are contingent upon Primary Operator funding and receipt of funds from the Department of Career Services.

SECTION D: SUPPORT SERVICES

* *Hurricane NDWG* funds have been reserved to cover the support service needs of participants accessing Career and Training services. Support Services shall be available to eligible participants based on funding availability and in accordance with the pertinent local area’s Support Services Policy.
* The cost of needed Support Services will be covered through “up front” payments by the local area to either the individual directly, or to a third-party provider, depending on the specific Support Service and in a manner consistent with the area’s local policy. The local area shall subsequently invoice Hampden for Support Services reimbursement.
* If local policy limits support services to a specific amount, local areas may only pay for support service up the amount established by the local policy.

HURRICANE NDWG SUPPORT SERVICE PAYMENT SCHEDULE

Funding for Support Service payments is on a ***Cost Reimbursement*** basis. Payment is subject to the following conditions:

1. Support Service payments will be single payments per authorized Hurricane NDWG enrollee subject to the limitations outlined above.
2. The Contractor must submit the following documentation to the Primary Operator to be eligible to receive support service payments;
3. **Hurricane NDWG Support Service** **Invoice** after participant has been determined eligible and enrolled in the program.
4. Documentation detailing the Support Service provided to the Hurricane NDWG Enrollee and proof of payment for the Support Service.

Missing, incomplete, or late documentation may result in forfeit of voucher payment.

1. Hurricane NDWG Support Services Invoices must indicate Hurricane NDWG Project enrollments by provision of the following detail: Hurricane NDWG enrollee name, MOSES identification number, enrollment date, Support Service date, Amount requested and Type of Support Service. 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.
2. The Primary Operator will accept invoices for payment from the designated Single Point of Contact (SPoC). Please ensure the name of these individuals appear in the designated section of the Master Agreement.
3. The Primary Operator will make support service payments to the Contractor no later than 30 days following receipt of a complete and accurate Hurricane NDWG invoice for authorized Hurricane NDWG Customers only, provided the SPoC 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. All obligations and payments are contingent upon Primary Operator funding and receipt of funds from the Department of Career Services.

SECTION E: GRIEVANCE PROCEDURES

The Primary Operator and Contractor agree to adhere to the provisions specified in MassWorkforce Issuance No. 100 DCS 03.101: Unified Workforce Investment System Complaint and Appeals Process.. 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 Innovation and Opportunity promulgated at 20CFR, Ch. V, §683.600 - §683.650. Requirementsrelated to services/activities funded under the Wagner-Peyser Act, as Amended (Title III of the Workforce Innovation and Opportunity Act are separately promulgated at 20CFR Ch. V, §658.411. 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. 100 DCS 03.101 details the Commonwealth of Massachusetts’ unified complaint system that covers the requirements of both WIOA 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, §679.290 and § 683.640 and also at 20CFR Ch. V, §658.411 describing complaint system requirements for all direct recipients\* of WIOA Title I funds (excluding Job Corps\*\*) and Wagner-Peyser funds (Title III), all local Workforce Area entities and WIOA service providers including all Workforce 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 boards, One-Stop Career Center operators, Career Center partners, local WIOA administrative entities, their service providers, including eligible training providers and entities providing non‑WIOA funds or resources to meet matching requirements or other conditions under WIOA.

 Formal complaints may be submitted in accordance with MassWorkforce Issuance No. 100 DCS 03.101 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. 100 DCS 03.101 each LWDB must assure that the WIOA entities [including the Workforce Board, 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 Innovation and Opportunity Act 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. 100 DCS 03.101. Neither shall any part of that policy be construed to contradict prevailing equal opportunity laws and requirements.

**EQUAL OPPORTUNITY IS THE LAW**

It is against the law for this recipient of Federal financial assistance 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, sex (wages), genetics, retaliation, political affiliation or belief. Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunities Act of 2014 (WIOA), on the basis of the beneficiary’s citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title-1 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 1-financially assisted program or activity; Providing opportunities in, or treating any person with regard to, such program or activity; or Making employment decisions in the administration of, or in connection with, such a program or activity.

**WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION**

If you think you have been subjected to discrimination under a WIOA Title 1-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The recipient’s Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or The Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NM, Room N-4123, Washington, DC 20210.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with the CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does not give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with the CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

**FOR INFORMATION OR TO FILE A COMPLAINT, CONTACT**

Steve Trueman or Director

Equal Opportunity Officer Civil Rights Center (CRC)

Regional Employment Board U.S. Department of Labor

 Of Hampden County, Inc. 200 Constitution Avenue NW, Room N-4123

Springfield, MA 01103 Washington, DC 20210

**(413) 755-1362 (202) 219-8927**

Verizon Telephone Relay Service: TDD/TTY: **1-800-439-2370** Voice: **1-800-439-0183**

Auxiliary aids and services are available upon request to individuals with disabilities

Equal Opportunity Employer/ Program

**WIOA COMPLAINTS/GRIEVANCES**

The Regional Employment Board is required to comply with the provisions of the WIOA law, its regulations, grants or other agreements. If you have a complaint or grievance resulting from an interaction at a Career Center you may contact the Complaint Officer to arrange an informal resolution. If a resolution cannot be agreed upon or you have a complaint or grievance about the WIOA Title I program(s) or activities which do not involve questions of equal opportunity or criminal activity, you may file a complaint within one year from the date the alleged violation with the Regional Employment Board’s Grievance Officer:

**Steve Trueman**

**Regional Employment Board of Hampden County, Inc.**

**1441 Main Street**

**Springfield, MA 01103**

A hearing on the grievance shall be conducted with 30 days after the filing of the grievance and a decision shall be made no later than 60 days after the grievance is filed. If the REB does not provide a decision within 60 days, you may request a review by the Department of Career Services Staff Monitor Advocate within 15 days of the date you were entitled a decision. If you are dissatisfied with REB’s decision, within 10 days of receipt of the decision, you may request a review and/or a hearing by the DCS Staff Monitor Advocate:

**Office of the Director**

**Department of Career Services**

**19 Staniford Street, 1st Floor**

**Boston, MA  02114**

If you do not receive a decision by the DCS Complaint Officer within 30-days, within 15 days of the date you were entitled to a decision you may request a review/appeal by the U.S. Department of Labor:

 *Original to:* *Copy To:*

**U.S Department of Labor U.S. Department of Labor**

**Employment and Training Administration Employment and Training Administration**

 **200 Constitution Ave., NW John F. Kennedy Federal Building, Room E-350**

 **Washington DC, 20210 Boston, MA 02203**

|  |  |
| --- | --- |
|  |  **Attention: ASET**  |
|  |  |

**CRIMINAL COMPLAINTS**

All information and complaints involving fraud, waste, abuse or criminal activity shall be reported

 directly and immediately to:

 *Original to:* *Copy To:*

 **Office of the Inspector General Office of Internal Control and Security**

 **200 Constitution Avenue, NW Room S-5506, Charles F. Hurley Building**

 **Washington, DC 20210 19 Staniford Street, 4th Floor**

 **or call 1-800-347-3756. Boston, MA 02114**

 **ADDENDUM A: ON-THE-JOB TRAINING**

**On-the-Job Training Program Summary**

All On-the-Job Training conducted in conjunction with the HURRICANE NDWG Project must be consistent with the requirements for the On-the-Job (OJT) training as described in the Massachusetts On-the-Job Training Policy, Mass Workforce Issuance 100 DCS 07.101.1.

Additionally, actual training under the OJT contract must be at least four weeks in duration but under no circumstance may exceed a maximum of 1,040 hours.

**OJT Trainee Services**

This HURRICANE NDWG Project will provide core and intensive services to prepare Eligible Participants for re-entry into the labor market. In order to become re-employed with minimal loss in wages, these Eligible Participants will need some or all of the following services:

* Assessment;
* Counseling;
* Career Services; and
* Job placement.

In addition, some of these Eligible Participants may also require education and/or training services.

**Career Center Activities**

The Career Center will be responsible for the OJT Process activities outlined below:

* Employer outreach and determination of employer/job OJT contract eligibility;
* Development of the OJT training plan;
* OJT Trainee outreach, intake, provision of career services;
* Administration of full, objective assessments;
* Case Plan Development
	+ Collection and analysis of information for determination of training need;
	+ Review of labor market information to justify OJT;
* OJT contract development and execution;
* Career Services (counseling, support services) while customer is in training;
* MOSES data entry and case management documentation;
* Job development and placement;
* Monitoring;
* Reporting;
* Follow-up services.

The Career Center is required to maintain ongoing files and complete MOSES records for each OJT Trainee and Employer. These files/records should include documentation of eligibility, assessment, case management, customer contacts, services provided, and all information necessary to document appropriate services. Additionally, the Career Center will maintain updated information on the OJT Trainee’s employment status, post-placement training status, and program exit.

**OJT Employer Eligibility**

All employers participating in the HURRICANE NDWG Project must meet the eligibility requirements as per Mass Workforce Issuance 100 DCS 07.101.1.

***PROGRAM RESPONSIBILITIES***

The contracted local Workforce Development Area and related Career Center parties will be responsible for the following OJT Process Elements.

1. **Employer Outreach and Eligibility Determination**

Interested OJT employers are identified and the Employer Eligibility Checklist is completed.

1. **Voucher Payment Reservation**

The Employer Eligibility Checklist is submitted to the Primary Operator to secure reservation of voucher payments.

1. **OJT Position Development**

The Career Center will work with the employer to develop the proposed OJT position.

# OJT Trainee Outreach

Prospective OJT Trainees are identified to potentially match with the proposed OJT position.

1. **OJT Trainee Intake**

Prospective OJT Trainees are registered with the Career Center and in MOSES. Eligibility information is obtained.

1. **Career Services**

Prospective OJT Trainees are provided with at least one career service.

##### Assessment

Prospective OJT Trainees are assessed for the skills, abilities, and interests.

1. **Case Plan Development**

A Case Plan is developed for all prospective OJT Trainees.

1. **OJT Training Plan Development**

An OJT Training Plan is developed according to the Case Plan and potential OJT position.

1. **Support Services**

Support Services shall be available to all eligible participants in accordance with the local area’s Support Services Policy.

1. **OJT Pre-Contract Form**

The Primary Operator assures funds are available for OJT Development and authorized Career Center to continue OJT Contract.

1. **OJT Contract Development and Execution**

The OJT Contract between the Primary Operator and the OJT Employer is developed, finalized, and signed by all relevant parties.

1. **Employer Reimbursement**

Employers submit invoices to be reimbursed training wages according to Mass Workforce Issuance 100 DCS 07.101.1 Policy guidelines.

1. **Voucher Payment**

Contracted local Workforce Development Areas receive voucher payment(s).

1. **Case Management**

OJT Trainees receive on-going case management.

1. **Monitoring**

Regular monitoring is conducted by the local area, the Primary Operator, and DCS.

1. **Job Development/Placement**

If needed, Job Development and placement services are provided to OJT Trainee.

1. **Exits**

OJT Trainee is exited from the grant when services discontinue.

1. **Reporting**

Proper tracking and reporting of grant activity is required.

1. **Contract Responsibilities**

Contractor agrees to comply with report requests, comply with laws and regulations, and abide by policy and program requirements.

ON-THE-JOB TRAINING (OJT) Process

The following provides a detailed description of the On-the-Job Training Process for the HURRICANE NDWG Project.

**1. Employer Outreach and Eligibility Determination**

The OJT process begins with outreach to employers. Career Center BSRs, or other designated staff, will outreach to local area employers to raise awareness and to cultivate interest in the HURRICANE NDWG. Local areas are encouraged to partner with community-based organizations (CBOs), business organizations and economic development entities to identify interested employers and/or prospective OJT Trainees.

When an employer expresses interest in OJT participation, the designated staff will meet with the employer and complete an Employer Eligibility Checklist which needs to be signed by both the Career Center representative and the interested employer. Based on this form the Career Center will determine whether the interested employer is eligible to participate in the OJT. All employers should also be entered into MOSES. After the employer is determined eligible by the Career Center, the local Single Point of Contact (SPoC) will send the Employer Eligibility Checklist to the Primary Operator. Upon receipt of the Employer Eligibility Checklist, the Primary Operator will have five (5) business days to determine whether the interested employer is eligible for OJT participation. If the employer meets the eligibility requirements, the Primary Operator will contact the SPoC to authorize the Career Center to continue the OJT process. If the employer does not meet the eligibility requirements, the Primary Operator will contact the SPoC with a written explanation detailing the eligibility deficits. If the Career Center or the Primary Operator determines that an employer does not meet the established employer eligibility criteria, the Employer Eligibility Checklist should still be completed and kept on file for future reference in the event that denial of eligibility is appealed.

**2. OJT Position Development**

If the Primary Operator has reviewed the Employer Eligibility Checklist and authorized the Career Center to continue OJT development, the local BSR or designated staff will discuss with the employer the proposed OJT position’s job description and training plan. The local BSR or designated staff will review all material for acceptability for on-the-job training including determining baseline entry level criteria for the prospective OJT Trainee, OJT training plan content and estimated length.

**3. OJT Trainee Outreach**

Based on the proposed OJT job description the Career Center will conduct outreach to identify prospective OJT Trainees in the Workforce Development Area who meet the employer’s baseline qualifications.

**4. OJT Trainee Intake**

After prospective OJT Trainees have been identified, the Career Center must ensure that all individuals go through an intake process to ensure that all information pertinent to Hurricane NDWG requirements is collected and every prospective OJT Trainee receives relevant services. The intake process includes completion of an application or an intake registration form to capture all the necessary data elements to gauge eligibility and the direction of service provision. Career Centers will also ensure that registration in MOSES is completed for all prospective OJT Trainees.

Documents pertinent to Hurricane NDWG eligibility determination, citizenship or alien registration, and employment authorization (if the individual is not a U.S. citizen) will be collected by the career center following standard procedures and policies. After these documents are collected, the career center will determine OJT Trainee eligibility for the Hurricane NDWG.

In certain instances OJT initiated through “reverse referral” may be permitted under this Project.  Reverse referral occurs when an individual is referred to the career center from a prospective employer (under either formal or informal agreement) for assessment as to whether or not the individual meets the requirements for OJT. Development of an OJT for an individual referred by the employer may be permitted only when:

* the individual progresses through the intake process as would any other career center customer and meets all requirements for eligibility of the Hurricane NDWG;
* the completed case plan indicates training is necessary for the individual to perform the work associated with the position for which the employer has an opening to fill;
* the employer meets all of the eligibility requirements under the Hurricane NDWG and;
* the employer provides assurance that the individual has not previously been employed by the employer in the same or similar position.

**5. Career Services**

Intake is followed with the provision of career services, which must have been provided to all prospective OJT Trainees and may include (but are not limited to):

|  |  |  |
| --- | --- | --- |
| Orientation to center services | Labor Market Information | Short-term prevocational services |
| Assessment of interest, skill levels and service needs  | Determination of occupational skills/experience and provision of occupational information | Résumé Development |
| Assessment of Educational Ability  | Group or individual counseling and career planning | Development of Case Plan |
| Identification of employment barriers and appropriate employment goals | Career development and/or job search specialty groups/workshops | Transition Management Specialty Groups |

**6. Assessment**

All eligible and appropriate customers of the Hurricane NDWG will receive a full objective assessment. As defined by the WIOA 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 on the OJT Justification Form and kept in the customer’s file. Skill assessment tools may include one of the following instruments:

* Career Ready 101 (formerly 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 and is 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.

**7. 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 or provided. If the prospective OJT Trainee lacks currently marketable skills, a determination of occupational 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.

**8. OJT Training Plan Development**

The Career Center will then match eligible prospective OJT Trainees to the proposed OJT position based on appropriateness according the prospective Trainee’s Case Plan, assessment results, and the employer’s baseline qualifications. The Career Center will refer eligible prospective OJT trainees to the employer for interview and may 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, 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/>).

**9. OJT Pre-Contract Form**

Once the training plan outline is complete, and the eligible OJT trainee has been selected by the employer, the SPoC will send the Primary Operator an OJT Pre-Contract form that identifies the cost of the OJT contract to determine whether there are sufficient Hurricane NDWG funds to pay for the training. 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. At this time, a voucher slot is reserved for the Career Center in connection with the OJT Contract.

**10. OJT Contract Development and Execution**

After pre-contract authorization, the Career Center will continue to work with the employer to develop an OJT contract with the employer which includes finalization on training plan content, employer assurances, and OJT start date. At least ten (10) business days prior to the proposed OJT start date, the SPoC must submit a final DRAFT version of the OJT Contract to the Primary Operator for review. The Primary Operator will review and provide feedback on the DRAFT OJT Contract within five (5) business days. It is the responsibility of the SPoC to coordinate the relay of information from the Primary Operator to the relevant Career Center and employer parties to ensure necessary changes have been made to the OJT Contract that meet Primary Operator approval. Note: the OJT Contract approval process may delay the start of an OJT. It is in the best interest of the Career Center and the employer to begin the process well ahead of the proposed OJT start date.

The Primary Operator will inform the SPoC when the OJT Contract is approved and ready for signatures. The Career Center is then responsible for preparing the Final OJT Contract and obtaining the proper employer signature on the OJT Contract. The Career Center should prepare TWO original OJT Contracts for the employers signature. The SPoC will then send, via regular mail, the TWO original signed OJT Contract to the Primary Operator for signature. After the Primary Operator signs the OJT Contract, the Primary Operator will mail a signed and fully executed Contract to the OJT employer and a copy of the signed and fully executed Contract will be sent to the SPoC for their file.

After the OJT Contract has been duly executed, the Career Center will enroll the OJT Trainee in the Hurricane NDWG in MOSES following DCS OJT MOSES data entry guidelines.

**11. Employer Reimbursement**

Once an OJT has started, the employer is entitled to reimbursement for the extraordinary cost of providing training and additional supervision related to the training (calculated as the Trainee’s wage).

The Career Center is responsible for ensuring the employer submits wage reimbursement invoices according to the terms outlined in the OJT Contract.

**12. Voucher Payment**

If the contracted Workforce Development Area is eligible to receive voucher payments per MassWorkforce Issuance 100 DCS 06.103, the Primary Operator will submit the payment to the Career Center’s fiscal agent upon receipt of the voucher payment invoice.

**13. Career Development Services**

Once an OJT Contract has been executed, Career Centers are responsible for OJT Trainee career development services including::

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 Hurricane NDWG, 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 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.

**14. Monitoring**

Career Centers will be responsible for regular compliance and progress reviews to be conducted by the designated local area entity and also in accordance with the schedule and terms of the executed OJT contract. At a minimum, two reviews, including one on-site visit, will be conducted during the term of the JD NEG contract period to review the employer’s compliance with the training plan and other contractual stipulations. The review will also include discussions with both the employer and trainee to determine the trainee’s progress and to identify issues in need of resolution. Any identified issues should be mediated as part of the onsite review process. Reports generated from the reviews will be kept on file and in MOSES.

Additionally, Career Centers will be responsible for ensuring the employer completes monthly progress reports and invoices according to the schedule and terms of the executed OJT contract.

The Primary Operator and DCS will monitor the OJT contract through remote or on-site program and fiscal reviews. It is the responsibility of the Career Center to coordinate on-site visits to the OJT Training site with the employer and the other relevant monitoring parties. For any on-site monitoring the Career Center will be provided with a minimum of two (2) weeks’ notice and will be coordinated to ensure minimum disruption. This monitoring will encompass, but is not be limited to, the following areas:

* + intake forms
	+ eligibility documentation
	+ assessment tests and results
	+ Case Plan completion
	+ career counseling notes
	+ contact notes
	+ enrollment documentation
	+ updates on programmatic progress
	+ employer payroll records
	+ placement information
	+ services provided and documentation of those services
	+ follow-up documentation and
	+ other necessary documents to ensure that processes are followed and services are being provided appropriately.

**15. Job Development/Placement**

Successful OJT completion will result in a full-time, unsubsidized employment. It is the responsibility of the Career Center to contact the employer to verify entered employment. The Career Center will also be responsible for documenting retention in employment at 180 days after the trainee’s termination (exit) from the Hurricane NDWG program. All retention and follow-up must be entered into the MOSES data system.

In a case where the OJT does not result in job placement for the trainee, Career Center staff will provide ongoing assistance from the Career Center to facilitate the job search according to Career Center normal operating procedures and the trainee’s Case Plan.

For all WIOA trainees, follow-up services are required to be offered for twelve (12) months after termination. The regulations are clear that follow-up services mean more than just contact. It will be expected that the Career Center will have a menu of post-placement services available to all interested WIOA customers who have been exited.

Follow-up services can consist of retention workshops, events, networking groups, mini-trainings, advocacy and referral services, or any other service which would be valued by an employed customer. The Career Center must track utilization of the services, and all contacts made to the exited customer throughout the follow-up period, utilizing the MOSES system.

**16. 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 Hurricane NDWG 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 a job. All entered employments must be documented on the MOSES system. When a trainee obtains a job placement, his/her Hurricane NDWG 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 Hurricane NDWG.

**17. Reporting**

The Career Center will be required to maintain an electronic record of OJT Trainees, activities and results in the MOSES computer data system, following procedures established by the DCS and the management of the MOSES system. Information in the MOSES system will encompass eligibility determination, career services delivery, enrollment, case management and tracking of all participants enrolled in the Hurricane NDWG. Up-to-date information will provide enrollment and termination data for the Primary Operator and the Career Center itself. Information must be entered in a timely and efficient manner, and all hard copy records must also be kept in a timely, efficient and organized manner. The data collected by the Career Center will be used to document performance results for the Hurricane NDWG, for the pertinent Career Center, and for all service providers utilized by trainees.

**18. Contract Responsibilities**

1. The Contractor will comply with any Primary Operator requests for statistical, financial, or programmatic reports. Payment and future funding will depend on the submission and approval of all reports.
2. All programs, services and activities conducted under this contract will be in compliance with the laws and regulations regarding:

a. M.G.L. c151B

1. Title VI (VII) of the Civil Rights Act of 1974, P.L. 88 - 352
2. The Workforce Innovation and Opportunity Act
3. The Contractor agrees to abide by the policy requirements of this contract, and understands that if the DCS implements new policies, they will be transitioned to all parties cited in this contract.

 **ADDENDUM B: Individual Training Accounts (ITA)**

***Individual Training accounts (ita) Program SummarY***

The initial service components for this targeted group will be outreach and registration. Following intake and eligibility determination, a decision will be made with regard to appropriateness of the services of this grant for the individual. The criteria for enrollment will be as follows:

1. Customer is eligible as determined according to HURRICANE NDWG Policy promulgated by the DCS.

Career Services are provided to all enrollees and may include (but are not limited to):

|  |  |  |
| --- | --- | --- |
| Orientation to Center Services | Labor Market Information | Early Readjustment Assistance |
| Job Clubs and Job Search | Assessment of Educational Ability | Résumé Development |
| Assessment of Interest | Job-Search Specialty Workshops | Development of Case Plan |
| Career Development Specialty Groups | Determination of Occupational Skills and Provision of Occupational Information | Transition Management Specialty Groups |

Each service plan will be tailored to the needs of the individual customer. Reading and math grade levels will be determined for all customers receiving services who do not have a four-year college degree. The project staff will document all enrollee services to ensure the provision of appropriate service based on the needs of the individual customer.

Through in-depth assessment, individual needs will be determined and the case manager will document the development of the case plan.

**Outreach and Recruitment**

The Career Center will be responsible for outreach in its area.

**Intake**

The intake process ensures that all information pertinent to grant requirements is collected and appointments to meet with a Counselor are arranged for every applicant. The goal of the HURRICANE NDWG is to transfer customers quickly from initial point of contact to available project services.

The intake process begins with the completion of an application or an intake registration form to capture all the necessary data elements to gauge eligibility and the direction of service provision. Early on, the full array of available grant and center services is described to applicants.

The intake process is as follows:

 1. A local application or an intake registration in MOSES is completed for the interested former employee. Project staff will ensure all necessary data is recorded. Documents pertinent to eligibility determination, citizenship or alien registration, and employment authorization (if the individual is not a U.S. citizen) will be collected.

1. Once the customer has been confirmed as eligible by the local Career Center, staff will enter the customer information into the statewide MOSES database. Eligibility and related information will also be designated in MOSES.

**Eligibility Process**

The contracted Career Center is responsible for the determination of eligibility under the HURRICANE NDWG. The contracted Career Center must collect all requisite documentation for all eligible participants in the HURRICANE NDWG, following standard procedures in directives from the DCS. The Career Center must, upon identifying a potential JD NEG participant, contact the Primary Operator to authorize enrollment once eligibility is completed. No participants can be enrolled in the HURRICANE NDWG without this authorization.

**Orientation**

Orientation sessions should occur as needed for applicants at the Career Centers, using either a group or individual format. Initially, orientations may be held to facilitate group processing of customers, but as the demand tapers, one-on-one may become the orientation methodology. The orientation process will be necessary throughout the initial grant period (possibly through the first six to nine months). Participant rights and responsibilities as well as grievance procedures and the equal opportunity compliance process should be covered.

Enrollment & Data Documentation

**Eligibility for the HURRICANE NDWG**

|  |
| --- |
| 1. In the customer file, open the “Eligibility” screen and move “MA HURRICANE NDWG” over to the eligibility column;
2. Return to the “Basic” screen, click on the “Career Center” button, which will bring up a list of programs specific to Career Centers;
3. Scroll down to “HURRICANE NDWG” and click “Apply;”

Click on “Okay.” |

The customer is now enrolled in the HURRICANE NDWG.Ongoing services to eachcustomer should be documented and data entered into MOSES in a timely fashion, according to regularly prescribed procedures.

**Assessment**

All eligible appropriate customers of the HURRICANE NDWG will receive a full objective assessment. As defined by the WIOA regulations, a comprehensive and specialized assessment of the skill levels and service needs of participants, may include:

(per WIOA 134(c)(2) and Proposed Rules 463.430)

1. Diagnostic testing and use of other assessment tools; and
2. In-depth interviewing and evaluation to identify employment barriers and appropriate goals.

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.

Informal assessment is based on one-on-one interactions between the customer and the staff of the project. 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. Formal assessment instruments will be administered as necessary. Assessment instruments may include the following:

Educational Testing:

Test of Adult Basic Education

The Job Corps Reading/Screening Test

The BEST Test

The WRAT (Math test)

Work Keys

Aptitude, Interest, and Skills Assessments:

O\*Net Assessment Tools

The Harrington-O'Shea

The Bennett Mechanical Test

The Myers-Briggs

Assessment records will be kept in the customer’s file.

**Career Plan Development/Service Planning**

The assessment process will culminate in the development of a Case Plan that will identify the employment goal (including non-traditional employment), achievement objectives, and appropriate services for participants. Review of participant progress in meeting the objectives of the service strategy will be documented throughout the enrollee’s tenure. Labor market and occupational information will be researched or provided. If the participant lacks currently marketable skills, a determination of occupational skill requirements will be made. The Case Plan should document the justification for referral of the participant to an educational and/or occupational skills training program. The Case Plan should be updated and reviewed regularly.

The Center Staff must determine the customer’s marketability. In conjunction with the objective assessment and the completion of a Case Plan, center staff must determine whether the customer can become re-employed with some enhanced job-placement services or whether he/she needs retraining to obtain a new job.

The candidates who are designated for training must be individuals who do not currently possess marketable skills as determined by work history, lack of skills, outmoded skills or skills unique to a declining industry. The training or education cluster chosen for an enrollee should emerge from the objective assessment, which should be augmented by an analysis of work history, personal interest, and local labor market information. The project staff will discuss with the individual the process through which training and education services are obtained.

**Occupational Training**

The following provides an outline of the ITA process for the statewide HURRICANE NDWG. It follows an individual Career Center Case Manager’s determination that a customer is appropriate for training:

1. With assistance from the Case Manager, the participant selects a training program from the list of those programs approved for ITA vouchers.
2. Career Center Case Manager provides the selected vendor with the customer’s assessment information and coordinates the vendor approval of customer’s participation. (Customer is encouraged to visit the vendor for site review and vendor assessment).
3. ITA Single Point of Contact (SPoC) e-mails to the selected vendor the HURRICANE NDWG Individual Training Account Request Form after completing the top section of the form.
4. Selected Vendor completes vendor section of HURRICANE NDWG ITA Request Form, documenting the program, agreed upon start and end date, the cost of the program. When completed, the vendor prints the document.
5. Vendor representative signs on form, indicating acceptance of customer into program, and returns it to the ITA SPoC. (May be returned to the SPoC by customer, mail, or fax).
6. ITA SPoC completes the Career Center section, identifying the customer as an eligible enrollee, along with the MOSES vendor ID number and course ID number, and signs off on the Request Form.
7. ITA SPoC gives the form and appropriate back up to the Career Center Manager for review and approval. (This process is internally decided upon by each Career Center.) Manager reviews document(s) and, upon approval, signs the ITA Request Form.
8. ITA SPoC forwards the ITA Request Form and the ITA Justification Form either by mail or fax, to the REB of Hampden County Grants/Contracts Manager for processing.

A typical submittal to REBHC would include:

* + HURRICANE NDWG ITA Request form
	+ HURRICANE NDWG Training Justification Form
1. The REB of Hampden County staff reviews the information, reviews the MOSES database to confirm information (provider ID, course ID, etc.), checks for available slots, checks for funding availability, notes funding obligation in Hampden County system, and forwards a training obligation letter to the training vendor with a copy to the SPoC.
2. The REB of Hampden County staff calculates invoice dates and amounts based on training start and end dates and generates a contract. The contract is completed and activated by the authorized REB of Hampden County signature at the bottom of the contract. One original contract is sent to the training vendor and one to the REB of Hampden County Fiscal Department.
3. Training vendor must receive a training obligation letter with authorized signature prior to student start.
4. Student starts the program and meets the course retention requirements.
5. The vendor invoices the REB of Hampden County according to the payment schedule provided on the contract.

**STEPS 9 – 10** should be accomplished by the REB of Hampden County staff within one week (including receipt of contract by vendor). Therefore, Career Centers should submit requests to the REB of Hampden County **at least one week prior to start date of program**, with more advance time if possible. If there are problems with a request and its information, the approval may be held up until the problems are resolved.

**Training Services Provided through ITAs**

Training services to be provided by ITAs will include:

1. Occupational skills
2. Occupational skills with integrated ABE/ESOL

**Service Content of ITAs**

ITAs may be used to cover all program costs, in addition to the education or occupational skills training components of the program, including such items as books, fees, uniforms, software and tools. For an individual customer, the service content of an ITA will be determined by discussion with the case manager and review of the individual’s service plan. Whenever possible, if services are provided in modules by the provider, services will be selected according to the agreed upon needs of the customer.

**Accessing Other Funding Sources**

Career Center staff should be trained to ensure that the federal education and training funding available to participants is the funding of last resort. It is a requirement that the customer applies for any possible financial aid prior to requesting funding through the HURRICANE NDWG.

**Statewide Approved Training Vendors**

The Department of Career Services, in co-ordination with the Workforce Development Boards of Massachusetts, has developed a statewide list of approved training vendors for WIOA funding. Each year, vendors are required to complete a standardized application form and submit supporting materials. Local WDBs review the requests and designate vendors and programs for funding approval and the approvals are posted in the statewide MOSES database. For the statewide HURRICANE NDWG, ITA vouchers can be used to fund programs that are listed as “ITA Approved” in MOSES **for any region**.

**Career Development Services**

Case management services, as defined by WIOA regulations, mean 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 participants to ensure access to the necessary training and supportive services, using, where feasible, computer-based technologies; and

2) Provide job and career counseling during program participation and after job placement.”

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 enrollees in the HURRICANE NDWG, on-going counseling support will be provided to assist them to overcome barriers to successful program completion and to reach the goals set forth in their case plans. Case management also includes assisting customers with accessing job-placement assistance through their local Career Centers. Information will be provided regarding all re-employment services at the Centers, including transition workshops, résumé creation, professional skills, or other project offerings.

Case notes for each customer must be documented, detailed and updated in MOSES. Case notes document services, customer contact and issues, and enrollee progress toward achieving the employment objectives in the Case Plan. Contact should be maintained with all enrollees at a minimum of every thirty (30) days, and that contact should be posted in MOSES.

For each enrollee who seeks to enter education and/or training services, the need for education and training must be documented in the Case Plan and justified (indicating that the individual is not marketable and why). Case Plan and corresponding MOSES documentation must occur on an ongoing basis and include documentation of completion of activities.

**Job-Search Services**

Job-development and placement services should be provided in various formats by the staff of the contracted Career Centers. They will work closely with the vendor community to coordinate placement activities for trainees and will be responsible for assisting the customer throughout his/her job search.

In many cases, employment related workshops will be offered, some examples of which might be:

 Résumé Development Topics:

 Résumé Development

 Résumé Critique

 Résumés that Sell

 Job Clubs, Job Search, and Skill-Building Topics:

 Basic Computer Skills

 Internet Job Search

 Interview Preparation

 Job-Search Strategies

 Job-Search Networking Group

 LinkedIn

 Industry Specific Topics:

 Hidden Job Market

 Introduction to Starting One’s Own Business

A full array of Career Center services, such as the sharing of job leads, employer connections, all job postings, and the use of the resource room should be available to all the participants. HURRICANE NDWG customers must not be charged for any workshop costs.

**Job Development/Placement**

A job seeking participant will receive full job-development/placement services. These services include ongoing assistance from the Career Center staff to facilitate the job search. A plan for the individual job search becomes part of the Case Plan, and requires follow-up activity on the part of the case manager as well as the customer. The job-search plan and goals for each customer will be reviewed regularly for outcomes and successes, and work with employers to generate openings for grant participants will be ongoing.

It is the responsibility of the Career Center to contact the employer for placement retention or the training vendor for program retention.

The contracted Career Center will also be responsible for documenting retention in employment at 180 days after the enrollee’s termination (exit) from the HURRICANE NDWG. All retention and follow-up must be entered into the MOSES data system.

WIOA presents a focus on retention and follow-up services. For all HURRICANE NDWG enrollees, follow-up services are required to be offered for twelve (12) months after termination. The regulations are clear that follow-up services mean more than just contact. It will be expected that the contracted Career Center will have a menu of post-placement services available to all interested HURRICANE NDWG customers who have been exited.

Follow-up services can consist of retention workshops, events, networking groups, mini-trainings, advocacy and referral services, or any other service which would be valued by an employed customer. The contracted Career Center must track utilization of the services, and all contacts made to the exited customer throughout the follow-up period, utilizing the MOSES system.

**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 Hurricane NDWG 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 a job. All entered employments must be documented on the MOSES system. When a trainee obtains a job placement, his/her Hurricane NDWG 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 Hurricane NDWG

**REPORTING REQUIREMENTS**

The contracted Career Center will be required to maintain an electronic record of participants, activities and results in the MOSES computer data system, following procedures established by DCS and the management of the MOSES system. Information in the MOSES system will encompass eligibility determination, career development services delivery, enrollment, case management and tracking of all participants in the HURRICANE NDWG. Up-to-date information will provide enrollment and termination data for the REB of Hampden County and the contracted Career Center itself. Information must be entered in a timely and efficient manner, and all hard copy records must also be kept in a timely, efficient and organized manner. The data collected by the contracted Career Center will be used to document performance results for the HURRICANE NDWG, for the pertinent Career Center, and for all service providers utilized by enrollees.

**MONITORING**

The monitoring for this contract will be done in conjunction with staff of the REB of Hampden County and DCS. Monitoring visits will be coordinated to ensure minimum disruption. Any monitoring will encompass, but not be limited to, the following areas:

Customer files (or computerized documentation), to include the following: intake forms, eligibility documentation, assessment tests and results, case plan completion, career counseling notes, contact notes, enrollment documentation, updates on programmatic progress, placement information, services provided and documentation of those services, follow-up documentation, and other necessary documents to ensure that processes and services are being provided appropriately.

For any site monitoring the REB of Hampden County will provide a minimum of two (2) weeks’ notice to the Career Center of the monitoring visit.

**CONTRACT RESPONSIBILITIES**

1. The Contractor will comply with any Primary Operator requests for statistical, financial, or programmatic reports. Payment and future funding will depend on the submission and approval of all reports.
2. All programs, services and activities conducted under this contract will be in compliance with the laws and regulations regarding:

a. M.G.L. c151B

1. Title VI (VII) of the Civil Rights Act of 1974, P.L. 88 - 352
2. Workforce Innovation and Opportunity Act of 2014
3. The Contractor agrees to abide by the policy requirements of this contract, and understands that if the DCS implements new policies, they will be transitioned to all parties cited in this contract.

**ADDENDUM C: ADULT BASIC EDUCATION(ABE)/ENGLISH FOR SPEAKERS OF OTHER LANGUAGES(ESOL)**

**Adult Basic Education/English for Speakers of Other Languages (ABE/ESOL):**

The MA Disaster Hurricane Response NDWG project includes funding for ABE/ESOL Services. These types of services, if delivered as a stand-alone service, are considered Career Services. As such, they are not eligible to be provided through the ITA process.

The REBHC will need to procure these services on behalf of the eligible participants within each of the 16 workforce regions with a documented need for such services.

The following provides an outline of the ESOL/ABE process for the statewide HURRICANE NDWG. It follows an individual Career Center Case Manager’s determination that a customer is appropriate for ESOL/ABE Services:

1. With assistance from the Case Manager, the participant selects a ESOL/ABE program from the list of those programs approved for the Hurricane NDWG.
2. Career Center Case Manager provides the selected vendor with the customer’s assessment information and coordinates the vendor approval of customer’s participation. (Customer is encouraged to visit the vendor for site review and vendor assessment).
3. Single Point of Contact (SPoC) e-mails to the selected vendor the HURRICANE NDWG ESOL/ABE Request Form after completing the top section of the form.
4. Selected Vendor completes vendor section of HURRICANE NDWG ESOL/ABE Request Form, documenting the program, agreed upon start and end date, the cost of the program. When completed, the vendor prints the document.
5. Vendor representative signs on form, indicating acceptance of customer into program, and returns it to the SPoC. (May be returned to the SPoC by customer, mail, or fax).
6. SPoC completes the Career Center section, identifying the customer as an eligible enrollee, along with the MOSES vendor ID number and course ID number, and signs off on the Request Form.
7. SPoC gives the form and appropriate back up to the Career Center Manager for review and approval. (This process is internally decided upon by each Career Center.) Manager reviews document(s) and, upon approval, signs the ESOL/ABE Request Form.
8. SPoC forwards the ESOL/ABE Request Form and the ESOL/ABE Justification Form either by mail or fax, to the REB of Hampden County Grants/Contracts Manager for processing.

A typical submittal to REBHC would include:

* + HURRICANE NDWG ESOL/ABE Request form
	+ HURRICANE NDWG ESOL/ABE Justification Form
1. The REB of Hampden County staff reviews the information, reviews the MOSES database to confirm information (provider ID, course ID, etc.), checks for available slots, checks for funding availability, notes funding obligation in Hampden County system, and forwards a training obligation letter to the training vendor with a copy to the SPoC.
2. The REB of Hampden County staff calculates invoice dates and amounts based on training start and end dates and generates a contract. The contract is completed and activated by the authorized REB of Hampden County signature at the bottom of the contract. One original contract is sent to the training vendor and one to the REB of Hampden County Fiscal Department.
3. Training vendor must receive a training obligation letter with authorized signature prior to student start.
4. Student starts the program and meets the course retention requirements.
5. The vendor invoices the REB of Hampden County according to the payment schedule provided on the contract.

**STEPS 9 – 10** should be accomplished by the REB of Hampden County staff within one week (including receipt of contract by vendor). Therefore, Career Centers should submit requests to the REB of Hampden County **at least one week prior to start date of program**, with more advance time if possible. If there are problems with a request and its information, the approval may be held up until the problems are resolved.