

Master Agreement # OJT-XXX

The Contractor is a signatory on behalf of the following One Stop Career Centers:

Career Center #1 _____

Career Center #2 _____

Career Center #3 _____

SECTION A: WORK STATEMENT

SERVICE SUMMARY

The funding for this contract is made available from the Federal Workforce Investment Act (WIA), through the Division of Career Services (DCS), for the provision of services to eligible WIA Dislocated Worker OJT Trainees under the On-the-Job Training National Emergency Grant (CFDA# 17.277) and Rapid Response (CFDA# 17.260).

The contracted Fiscal Agent will ensure local career centers provide comprehensive employment and training services to eligible Dislocated Workers. This program will provide intensive on-the-job training services to the aforementioned Dislocated Workers with the ultimate goal of placement in unsubsidized employment.

The target population for the OJT/NEG Project is Dislocated Workers who are unemployed, prolonged unemployed (at least 22 weeks unemployed) or underemployed, and who have documented need for WIA intensive and/or training services to gain re-employment providing self-sufficient wages. For the purposes of this contract, applicants must have been dislocated or have received a layoff notice on or after January 1, 2008.

PROGRAM SUMMARY

OJT Trainee Services

This OJT/NEG Project will provide core and intensive services to prepare eligible Dislocated Workers for re-entry into the labor market. In order to become re-employed with minimal loss in wages, these Dislocated Workers will need some or all of the following services:

- Assessment;
- Counseling;
- Case management and
- Job placement.

In addition, some of these Dislocated Workers 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 intensive 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
- Case Management (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 Trainee Eligibility

Specific eligibility criteria for OJT Trainees to be served by the OJT/NEG Project must adhere to eligibility requirements promulgated under MassWorkforce Issuance 10-92:

1. All OJT Trainees must meet the Dislocated Worker eligibility criteria as established under WIA Title I:
 - a. Age 18 years or older
 - b. 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
 - c. In compliance with the Military Selection Act (This applies to males 18 or older who were born on or after January 1, 1960.)
2. All OJT Trainees must have been laid off on or after the onset of the recession, officially cited as January 1, 2008 (individuals who meet this criterion are considered to be unlikely to return to their previous industry or occupation)
3. For OJT/NEG funded OJT (non-Rapid Response), and Rapid Response OJT to which a \$1,500 vouchersing payment is attached, Trainees must be prolonged unemployed, defined as experiencing unemployment for a minimum of twenty-two (22) weeks

OJT Employer Eligibility

All employers participating in the OJT NEG Project must meet the following eligibility requirements as per US DOL TEGL 4-10:

1. Employer must be located in the private non-profit or private sector.
2. Employers must not be a:
 - a. Casino or gambling establishment
 - b. Swimming pool
 - c. Aquarium
 - d. Zoo
 - e. Golf course
3. Employer must not have previously exhibited a pattern of failing to provide OJT participants with continued long term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.
4. Employers must not have relocated the business or a part of the business within 120 days, if the relocation resulted in a layoff in the previous location.

PROGRAM RESPONSIBILITIES

The contracted local Workforce Investment Area and related Career Center parties will be responsible for the following OJT Process Elements. See "Section D: On-the-Job Training Process" for a detailed description of these OJT/NEG Project elements

1. Employer Outreach and Eligibility Determination

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

2. Voucher Payment Reservation

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

3. OJT Position Development

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

4. OJT Trainee Outreach

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

5. OJT Trainee Intake

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

6. Intensive Services

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

7. Assessment

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

8. Case Plan Development

A Case Plan is developed for all prospective OJT Trainees.

9. OJT Training Plan Development

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

10. Support Services

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

11. OJT Pre-Contract Form

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

12. 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.

13. Employer Reimbursement

Employers submit invoices to be reimbursed training wages according to OJT/NEG Project Policy guidelines.

14. Voucher Payment

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

15. Case Management

OJT Trainees receive on-going case management.

16. Monitoring

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

17. Job Development/Placement

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

18. Exits

OJT Trainee is exited from the grant when services discontinue.

19. Reporting

Proper tracking and reporting of grant activity is required.

20. Contract Responsibilities

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

SECTION B: TERMS AND CONDITIONS
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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 WIA and Commonwealth of Massachusetts regulations.
2. “ARRA” – The American Recovery and Re-investment Act.
3. “Authorized Representatives” - Any person or persons (other than the Contracting Officer) authorized to act for the head of the agency.
4. “Career Center” – A One Stop Career Center located within the Workforce Investment 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.
5. “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 SDA to the expenditure of funds in connection with this contract or accomplish any contract changes.
6. “Contractor” – Party engaged to render services or complete tasks for amount specified in this contract document.
7. “DCS” - Massachusetts Division of Career Services, which has statewide responsibility for oversight of local WIA programs for the Governor.
8. “Employer” – A business in the private or non-profit sector.
9. “Long-Term Unemployed” – A person who has experience unemployment 22 weeks or longer.
10. “Modifications” - Any changes, amendments, or emendations to this contract which affect the intent, cost, quality or length of contracted services.
11. “NEG” – National Emergency Grant; a source of funding for the OJT/NEG Project.
12. “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.
13. “Primary Operator” – The entities designated to provide operational and fiscal oversight to the OJT/NEG Project. The Primary Operators are: the Greater New Bedford Workforce Investment Board and the Regional Employment Board of Hampden County.
14. “Rapid Response” – A source of funding for the OJT/NEG Project.
15. “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.
16. “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.

17. "WIA" - Workforce Investment Act of 1998 which authorized the Secretary of Labor to prescribe such rules, regulations, and guidelines as necessary to implement the Federal Comprehensive Manpower Program and Grants to areas of high employment.

ARTICLE II: Contracting Officer's Representatives

The Executive Director 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 Emergency 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-WIA 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.

4. 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.
5. 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.
6. 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**.
7. “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, project 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 Investment Act of 1998. 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. 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

CONTRACTOR: **Master Agreement #OJT-XXX**

CONTRACTOR: XXXXXXXXXXXXXXXXXXXXXXXXXX **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 up to a maximum of two vouchers per Contractor;
 - b. **Rapid Response Vouchers:** \$1,500 per OJT for each NEG (exclusive of two \$3,300 vouchers) and 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 Voucher payments are limited to a maximum of two (2) enrollments of NEG-funded (non-Rapid Response) participants. Payments will be obligated until February 14, 2011. After this time, NEG voucher payments will no longer be available.
3. 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 NEG Voucher payments. Funds for on-the-job training wage reimbursement and Rapid Response voucher payments are available on a first-come/first-served basis.
4. The Contractor must submit the following documentation to the Primary Operator be eligible to receive voucher payments;
 - a. **Employer Eligibility Checklist** within 90 days of executing this Master Agreement, or until Feb. 14, 2011 (for NEG Vouchers) or 180 days of executing this Master Agreement (for Rapid Response Vouchers);
 - b. **OJT Eligibility Form and OJT Pre Contract Form** – to be submitted as soon as determined in order to secure slot and confirm funding availability.
 - c. **OJT Contract** within 30 days of submitting the Employer Eligibility Checklist to the Primary Operator (for both NEG and Rapid Response Vouchers);
 - d. **OJT Voucher Invoice** anytime after OJT Contract has been executed.

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 Single Point of Contact (SPoC), or the designated back-up SPoC. Please ensure the name of these individuals appear in the designated section of the Master Agreement.
8. The Primary Operator will make voucher payments to the Contractor no later than 30 days following receipt of a complete and accurate OJT Employer Invoice for authorized OJT Trainees only, provided the Contract 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. The Contractor may create an individualized invoice as long as it includes all data elements required by #6 above, although it is strongly recommended that the Contractor utilize the OJT Voucher Invoice Form provided in Mass Workforce Issuance 10-92. All obligations and payments are contingent upon Primary Operator funding and receipt of funds from the Division 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:
Greater New Bedford Workforce Investment Board
227 Union Street
New Bedford, MA 02740

SECTION D: SUPPORT SERVICES

- Support Services shall be available to all eligible participants in accordance with the Contractor's local Support Services Policy.
- Contractor may be reimbursed up to a maximum of \$500 per participant while funding is available.
- Local areas must have in place a local Support Services Policy; this policy is to be submitted to the Primary Operator along with the signed Master Agreement.
- Support Services need must be identified within the OJT Pre-Contract form and be approved by the Primary Operator. Contractor shall invoice for all Support Services provided to the OJT Trainee at the conclusion of the OJT contract. The Primary Operator will issue the Support Services reimbursement in a single payment.

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

The following provides a detailed description of the On-the-Job Training Process for the OJT/NEG 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 OJT/NEG Project. 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 be still be completed and kept on file for future reference in the event that denial of eligibility is appealed.

2. Voucher Payment Reservation

In some cases the Employer Eligibility Checklist will have bearing on the contracted local Workforce Investment Area's voucher payment. Per MassWorkforce Issuance 10-92, 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). No vouchers from will be honored for subsequent OJT/NEG trainees after two voucher payments for the area have been previously authorized.

The contracted area's OJT/NEG activity will be reviewed after the initial 3-month period (90 calendar days) following the execution of this Master Agreement between the area's fiscal agent and the designated Primary Operator. If after the 3-month period the area has not executed OJT/NEG contracts and submitted vouchers for two guaranteed payments, an analysis will be undertaken by the Primary Operator as to whether or not the area is making progress in finalizing OJT/NEG contracts as documented by the OJT Employer Eligibility Checklist. If at the 90 day point, progress is insufficient (Employer Eligibility Checklist has not been completed and signed), voucher payments will not be honored.

For those areas where the OJT Employer Eligibility Checklist is complete and signed by the local area and approved by the pertinent Primary Operator, the Primary Operator may extend the area's voucher guarantee period for an additional one-month period (30 calendar days). If, after the one-month extension, an OJT/NEG contract has not been executed for the employer identified on the OJT Employer Eligibility Checklist submitted to the Primary Operator, the local area will forfeit the funds reserved for voucher payments.

3. 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.

4. OJT Trainee Outreach

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

5. 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 OJT/NEG Project 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 OJT/NEG Project 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 OJT/NEG Project.

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 as a dislocated worker, as specified in the OJT/NEG Policy (MassWorkforce Issuance 10-92);
- ✓ 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 OJT/NEG Project and;
- ✓ the employer provides assurance that the individual has not previously been employed by the employer in the same or similar position.

6. Intensive Services

Intake is followed with the provision of intensive 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

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 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 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.

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 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.

9. 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 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/>).

10. Support Services

As part of the Training Plan development process, the Career Center will identify and specify the potential OJT Trainee's support services needs in relation to participation in on-the-job training.

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 the cost of the OJT to determine whether there are sufficient OJT/NEG Project funds to pay for the training. Support Services are also identified at this time. 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.

12. 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 version of the OJT Contract to the Primary Operator for review. The Primary Operator will review and provide feedback on the 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 obtaining the proper employer signature on the OJT Contract. The SPoC will then send the original copy of the OJT Contract to the Primary Operator for signature. After the Primary Operator signs the OJT Contract, copies of the signed and fully executed Contract will be sent to the SPoC for distribution to the relevant parties.

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

13. Employer Reimbursement

Once an OJT is underway, 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). Per MassWorkforce Issuance 10-92, the employer reimbursement rate is as follows:

- A company of 50 or fewer employees will be reimbursed at a rate of 90% up to a maximum level based on the Commonwealth's average wage rate.
- A company of 51-250 employees will be reimbursed at a rate of 75% up to a maximum level based on the Commonwealth's average wage rate.
- Companies with 251 or more employees will be reimbursed at a rate of 50% up to a maximum level based on the Commonwealth's average wage rate.

MassWorkforce Issuance 10-92 details additional employer wage reimbursement restrictions.

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

14. Voucher Payment

If the contracted Workforce Investment Area is eligible to receive voucher payments per MassWorkforce Issuance 10-92, the Primary Operator will submit the payment to the Career Center's fiscal agent upon receipt of the voucher payment invoice.

15. Case Management

Once an OJT Contract has been executed, 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 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.

16. 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 OJT/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 pertinent 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.

17. 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 for entered employments. The Career Center will also be responsible for documenting retention in employment at 180 days after the trainee's termination (exit) from the OJT/NEG Project 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 WIA 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 WIA 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.

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 a job. 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.

19. 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, core and intensive services delivery, enrollment, case management and tracking of all WIA Title I Dislocated Workers enrolled in the OJT/NEG Project. 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 OJT/NEG Project, for the pertinent Career Center, and for all service providers utilized by trainees.

20. 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
 - b. Title VI (VII) of the Civil Rights Act of 1974, P.L. 88 - 352
 - c. The Workforce Investment Act of 1998
- 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.

SECTION F: GRIEVANCE PROCEDURES

A. TYPES OF COMPLAINTS COVERED BY THIS POLICY

This policy specifically addresses two kinds of grievances/complaints that may arise in the administration or operation of any WIA funded program or activity and that do not involve alleged criminal activity.

I. Violations of WIA - non-criminal complaints of violations of a violation of the Workforce Investment Act rules, regulations, grants or other agreements.

II. Violations of Labor Standards - complaints of violations of labor standards.

Criminal Complaints - *All information and complaints alleging criminal fraud, waste, abuse or other criminal activity under WIA must be reported immediately to the Department of Labor's Office of Inspector General. [20 CFR § 667.630]*

Local Workforce Investment Boards shall establish and maintain procedures for handling non-criminal complaints and violations of labor standards under WIA in accordance with this policy.

B. DESIGNATION OF GRIEVANCE OFFICER

Each Local Workforce Investment Board shall designate a Grievance Officer, the person responsible for handling complaints of violations of the WIA Regulations. The WIA Grievance Officer may also be the Equal Opportunity Officer for WIA. The WIA Grievance Officer's name, business address and telephone number shall be publicized and included in information describing how to file a grievance involving WIA violations.

C. APPLICATION OF GRIEVANCE/COMPLAINT PROCESS

1. Local Level

Grievance/complaint procedures shall be adopted and published by each Local Workforce Investment Board. [20 CFR § 667.600(b)] The local process shall provide for informal resolution of complaints by the Local Workforce Investment Board if the complainant elects to pursue the local process initially.

2. State Level Review

Complainants may elect to file their complaint initially at the state level by submitting the complaint to the CBWL Grievance Officer. Complaints initially filed at the state level may not later be filed at the local level. However, complaints may be filed at the state level after initial filing at the local level when a decision is not provided within the specified time period or when the complainant is not satisfied with the local level decision. Grievances and complaints from WIA participants initially filed at the state level may be referred to the local level for an informal resolution prior to processing by CBWL.

The filing of a complaint at the state level does not preclude the local area board from attempting to reach an informal resolution with the complainant while the complaint is processed by CBWL.

D. IMPLEMENTATION OF COMPLAINT RESOLUTION PROCEDURES

Each Local Workforce Investment Board must develop and maintain procedures to inform individuals of their rights and to process complaints in an objective and consistent manner. Each Local Workforce Investment

Board must define its own procedures, which meet the requirements of this policy directive, for handling complaints. Procedures must provide processes for:

- dealing with written grievances and complaints from participants and other interested parties affected by the local Workforce Investment System, including one-stop partners and service providers;
- providing notice to all parties of the specific charges;
- protecting confidentiality of complainants to the extent possible, and, when consent has been provided for the release of the complainant's identity, ensuring that such disclosure is made under conditions which will promote the continued receipt of confidential information;
- advising complainants and respondents of their right to due process including the right to:
 - be represented by an attorney or other individual of his/her choice,
 - present evidence,
 - question others who present evidence, and
 - receive an impartial decision made strictly on recorded information.
- ensuring that no person, organization or agency may discharge or in any manner retaliate against any person because that person has filed a complaint, instituted any proceeding related to the WIA Regulations, testified or is about to testify in a proceeding or investigation, or has provided information or otherwise assisted in an investigation;
- an opportunity for an informal resolution and a hearing within 60 days of the filing of the written grievance or complaint;
- allowing an individual alleging a labor standards violation to submit the grievance to a binding arbitration procedure, if a collective bargaining agreement covering the parties to the grievance so provides;
- an opportunity for a local level appeal to the State entity (CBWL); and
- implementing corrective action and/or sanctions when warranted.

E. COMPLAINT LOGS

Each Local Workforce Investment Board must maintain a log of complaints filed. The State WIA Grievance Officer is responsible for the maintenance of a statewide WIA complaint log. Copies of complaint logs must be promptly submitted to the State Grievance Officer when complaints are filed and when complaints are resolved. For each complaint filed, the log should contain the:

- name and address of the complainant and the respondent;
- basis for and a description of the complaint;
- date written complaint was filed;
- dates and corresponding actions taken to process the complaint (e.g., investigations, informal resolution, etc.);
- the disposition of the complaint; and
- other pertinent information.

F. DISSEMINATION OF POLICY

1. Notice

The notice of how to file a "WIA Complaint/Grievance" must be made available to applicants (program and employment), participants, employees, one-stop partners, services providers, other interested parties and members of the public.

2. Instructions on Local Process

Instructions, or how to file a grievance, must also be posted and made available to applicants, participants, employees, one-stop partners, service providers, prospective service providers, other interested parties and members of the public. While copies of the notice described in section F(1), above must be provided to all appropriate individuals, copies of the instructions need not be provided routinely to all individuals mentioned above. However, copies must be provided to individuals in a timely manner when an individual expresses a desire to file a complaint or upon request by any individual.

During orientation of new participants or employees, notification and discussion of their rights under the WIA Regulations, including the right to file a complaint, must be provided.

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, political affiliation or belief. Against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), 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 WIA 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 WIA 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 WIA 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 NW, 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 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

AA/EO Officer
Craig Baker
Greater New Bedford WIB
227 Union St
New Bedford, MA 02740
508-979-1504 ext. 14

Director
Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution Avenue NW
Room N-4123
Washington, DC 20210
(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

WIA COMPLAINTS/GRIEVANCES

The Primary Operator is required to comply with the provisions of the WIA 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 Center Director to arrange an informal resolution. If a resolution cannot be agreed upon or you have a complaint or grievance about the WIA Title I program or an activity which does 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 Primary Operator's Grievance Officer:

AA/EO Officer
Elizabeth Tobojka
New Directions Southcoast, Inc.
618 Acushnet Ave.
508-990-4105

A hearing on the grievance shall be conducted within 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 Primary Operator does not provide a decision within 60 days, you may request a review by the Division of Career Services (DCS) Staff Monitor Advocate within 15 days of the date you were entitled a decision. If you are dissatisfied with the Primary Operator's decision, within 10 days of receipt of the decision, you may request a review by the DCS Staff Monitor Advocate:

Jose Ocasio, Staff Monitor Advocate
Division of Employment and Training
Charles F. Hurley Building
19 Staniford Street, 1st Floor ESPF
Boston, MA 02114

If you do not receive a decision by the DCS Staff Monitor Advocate within 30 days, within 15 days of the date you were entitled to a decision you may request a review by the U.S. Department of Labor:

U.S. Department of Labor, Region I
Employment and Training Administration
One Congress Street
Boston, MA 02203

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

CRIMINAL COMPLAINTS

All information and complaints involving fraud, waste, abuse or criminal activity shall be reported directly and immediately to the United States Department of Labor's Office of the Inspector General, Office of Investigation, 200 Constitution Avenue, Room S-5514, Washington, DC 20210 or call 1-800-347-3756.

