



**North Carolina Instructions
for Local and Regional
Workforce Development Area Plans**

**Workforce Innovation and Opportunity
Act**

Title I

**PY 2018 Plan Update
July 1, 2018 – June 30, 2019**

Introduction

The Workforce Innovation and Opportunity Act (WIOA) requires each Workforce Development Board (WDB) to develop and submit, in partnership with the local chief elected official a comprehensive four-year plan. Four-Year Plans were submitted in May 2016. Annually, each WDB is to provide updates to the Comprehensive Four-Year Plan (PY 2016). The WIOA Program Year (PY) 2018 Plan is to provide current information and be effective July 1, 2018 - June 30, 2019 and will include all current local policies. The Comprehensive Four-Year Plan (PY 2016) should be maintained and updated, as appropriate.

Federal and State Requirements for Local Administration of the Workforce Innovation and Opportunity Act

Local Workforce Development Boards should reference the Workforce Innovation and Opportunity Act, Public Law 113-128, enacted July 22, 2014. Additional information is available at the U.S. Department of Labor Employment and Training Administration website: www.doleta.gov

North Carolina policy information is available at <http://www.nccommerce.com/workforce/workforce-professionals/policy-statements>. Local Workforce Development Boards may reference the North Carolina WIOA Unified State Plan.

Plan Submission and Due Date

The Local Plan must be submitted through Workforce Information System Enterprise (WISE). **The due date is April 30, 2018.** Each attachment must be submitted separately in Word or PDF format. Attachments not submitted separately will not be accepted. Forms requiring original signatures may be mailed to the local Board's assigned Planner at: N.C. Division of Workforce Solutions, 4316 Mail Services Center, Raleigh, NC 27699-4316. Hand delivered documents may be left at 313 Chapanoke Road, Raleigh, NC 27603.

Workforce Development Board Overview

The Local Area Overview provides important contact information that is used throughout the Division. It is important this section remain current during the Program Year. Updates should be submitted to the local Board's assigned Division Planner when changes occur, especially to contact names and addresses in the Local Board Overview Section.

1. Provide the Local Area's official (legal) name as it appears on the local Consortium Agreement established to administer the Workforce Innovation and Opportunity Act (WIOA) or, if not a Consortium, in the formal request for Local Area designation. If the Local Area is a Consortium, attach a copy of the current Consortium Agreement. Name document: Local Area Name Consortium Agreement.

The Local Area's legal name is the High Country Workforce Development Board.

The local consortium is the High Country Workforce Consortium.

See High Country Consortium Agreement.

2. Provide the name, title, organization name, address, telephone number and e-mail address of the Workforce Development Director.

Keith Deveraux, Director
High Country Workforce Development Board
468 New Market Blvd Boone, NC 28607
(828) 265-5434, extension 130
keith.deveraux@highcountrywdb.com

3. Provide the name, elected title, local government affiliation, address, telephone number and e-mail address of the Local Area's Chief Elected Official.

Keith Elmore, County Commissioner
Wilkes County Board of Commissioners
124 Old Cotton Mill Place
Roaring River, NC 28669
(336) 651-7346
kelmore@wilkescounty.net

4. Provide the name, title, business name, address, telephone number and e-mail address of the individual authorized to receive official mail for the Chief Elected Official, if different than question 3.

Same as above.

5. Provide the name, address, telephone number of the Administrative/Fiscal Agent responsible for disbursing Local Area WIOA grant funds. This is the entity responsible for the disbursement of grant funds. [WIOA Sections 107(d)(12)(B)(i)(III) and 108(b)(15)].

High Country Council of Governments
468 New Market Boulevard
Boone, NC 28607
(828) 265-5434

6. Provide the name, title, organization name, address, telephone number and e-mail address of the Administrative/Fiscal Agent's signatory official.

Gary Page, Interim Executive Director
High Country Council of Governments
468 New Market Boulevard
Boone, NC 28607
(828) 265-5434
gpage@regiond.org

7. Attach a copy of the Administrative Entity/Fiscal Agent's organizational chart with an 'effective as of date'. Name document: *Administrative Entity Name Organizational Chart*.

See High Country Council of Governments Organization Chart

8. Provide the Administrative Entity's Data Universal Numbering System (DUNS) number and assurance that the 'System for Award Management' (SAM) status is current. Administrative Entities must register at least annually on the SAM website (<https://www.sam.gov/portal/SAM/##11>) to receive Federal funding [required by Federal Acquisition Regulation (FAR) Section 4.11 and Section 52.204-7].

DUNS# 136098337

Most recent activation date of 3/4/2018 with next expiration date of 3/4/2019

Composition of the local Workforce Development Boards shall comply with WIOA Section 107. Local Workforce Development Board Membership Requirements have been provided as reference at [Appendix A](#).

9. Provide each Workforce Development Board members' name, business title, business name and address, telephone number and e-mail address on the provided form. The first block is reserved to identify the Board chairperson ([form provided](#)). Indicate all required representation and indicate if vacant. [WIOA Section 107(b)(2)]. Name document: *Local Area Name WDB List*. See [Appendix A](#) for Local Area Workforce Development Boards membership requirements.

Note: Check the block on provided form certifying compliance with required WIOA local Workforce Development Board business nomination process.

* Use and identify categories as indicated on the form. Do not change required category names.

[See High Country WDB List.](#)

10. Attach the Workforce Development Board By-laws including date adopted/amended. List any recent changes here. Name document: *Local Area Name WDB By-laws*.

[See High Country WDB By-Laws](#)

Sunshine Provision - The Local Board shall make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the Local Board, including information regarding the Local Plan prior to submission of the Plan, and regarding membership, the designation and certification of one-stop operators, and the award of grants or contracts to eligible providers of youth workforce investment activities, and on request, minutes of formal meetings of the Local Board. [WIOA Section 107(e)]

11. Describe how the Workforce Development Board meets the Sunshine Provision.

Public Comment - The Workforce Development Board shall make copies of the proposed Local Plan available to the public through electronic and other means, such as public hearings and local news media; allow for public comment not later than the end of the 30 day period beginning on the date the proposed plan is made available; and, include with submission of the Local Plan any comments that represent disagreement with the Plan. [WIOA Section 108(d)]

[WDB meeting dates, information, membership, and minutes are publicly posted on the WDB website, and meeting notices are posted and emailed. Any requested information not posted on our website would be provided as requested.](#)

12. Describe how the Workforce Development board will make copies of the proposed Local Plan available to the public. [WIOA Section 108(d)]

The plan will be posted on the High Country Workforce Development Board's website for at least 30 days prior to June 30, 2018. HCCOG submits a weekly electronic newsletter to all the member governments. An announcement will be included in the weekly newsletter during the public comment period to include a link to the plan on the Board's website. HCCOG's website will also be used to solicit public comments by either posting the plan on the COG's website or providing a link to the plan on the Board's website.

13. Attach a copy of the Local Workforce Development Board's organizational chart with an 'effective as of date.' Include position titles. Name document: Local WDB Name Organizational Chart.

See High Country WDB Organization Chart

14. Complete the following chart for the PY18 Local Workforce Development Board's planned meeting schedule to include time, dates and location. [Expand form as needed.]

Date	Time	Location (include address and room#)
July 12, 2018	2:30 pm	High Country COG 468 New Market Blvd, Boone, NC 28607 Board Room
September 13, 2018	2:30 pm	High Country COG 468 New Market Blvd, Boone, NC 28607 Board Room
November 8, 2018	2:30 pm	High Country COG 468 New Market Blvd, Boone, NC 28607 Board Room
January 10, 2018	2:30 pm	High Country COG 468 New Market Blvd, Boone, NC 28607 Board Room
March 14, 2019	2:30 pm	High Country COG 468 New Market Blvd, Boone, NC 28607 Board Room
May 9, 2019	2:30 pm	High Country COG 468 New Market Blvd, Boone, NC 28607 Board Room

15. Attach a copy of the signed 'Certification Regarding Debarment, Suspension, and other Responsibility Matters – Primary Covered Transactions' ([form provided](#)). [Required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, participants' responsibilities.] Name document: *Local Area Name Debarment Form*.

Note: Document must bear the original signature of the Administrative Entity signatory official. Mail the signed [Certification form](#) original to Division Planner.

[See High Country WDB Debarment Form](#)

16. Submit the original Workforce Development Board and Chief Elected Official (CEO) Signatory Page (form provided), bearing the original signatures of the Chief Elected Official(s) and the Workforce Development Board Chairman, and attach a copy of the signed document. Name document: *Local Area Name Signatory Page*.

Note: Mail the signed original [Signatory Form](#) to Division Planner.

[See High Country WDB Signatory Page](#)

NCWorks Career Centers

1. Identify NCWorks Career Center location(s) including Tier 1, Tier 2, Affiliate, and Specialized sites; On-site partners; how NCWorks Career Center operator(s) are designated; provider(s) of WIOA career services and method of selection; whether youth services provider is on-site and, if so, youth services offered. Use the NCWorks [Career Center Chart](#). [WIOA Section 121(b)(1)(A) and (b)(1)(B)] Name document: *Local Area Name Career Centers*.

[See High Country Career Centers](#)

2. Provide the date and process for when the competitive procurement of the One-Stop Operators(s) occurred. Include the expected length of the contract (one-four years).

The One Stop Operators for our seven (7) centers were procured through our most recent WIOA Adult, Dislocated Worker and Youth Request for Proposal process. A request for proposals was released February 2017, followed by a bidders conference, and responses were due March 2017. This process was completed on April 13th, 2017 with the HCWDB approving the selection of service providers and the one stop operators at its regularly-scheduled meeting. Mayland Community College (MCC) and ResCare were selected to receive one year contracts beginning July 1, 2017 with the option to renew based on satisfactory performance.

For PY18, due to newly received information regarding One Stop Operators, High Country WDB has released an Intent to Bid for operations due by April 30, 2018. The selection for Operator will be completed by June 30, 2018. The one year contract will have the option to renew based on satisfactory performance.

3. How do you coordinate services with WorkFirst (Temporary Assistance for Needy Families)?

Coordination of services with WorkFirst has been on a variety of levels and partnership. This is a partner with which we have struggled to fully and consistently engage. All career centers have community resource guides that include information about DSS, and all centers make referrals.

In Avery, Mitchell, and Yancey Counties, NCWorks staff have visited DSS and met with WorkFirst, SNAP, and foster care services to share information about NCWorks services and provided informational material. During March 2018, staff conducted a workshop for Mitchell County DSS employees and provided information regarding services at NCWorks and potential training opportunities. During November 2017, Avery DSS and NCWorks signed a partnership agreement in efforts to coordinate and refer customers with agreed upon objective to reduce unemployment and to collaborate to help move families toward self-sufficiency.

In Wilkes County, the NCWorks staff have coordinated a monthly partner meeting which has involved participation from WorkFirst. Through this partner meeting, the development of an electronic referral form is underway along with the planning of an upcoming job fair.

In Watauga County, staff have visited DSS and presented during staff meetings on services at NCWorks and provided informational materials in efforts to increase their referrals and partnership. The center manager also met with supervisory staff on an agreement for clients to earn time towards their SNAP requirement by working toward their Career Readiness Certification. Staff also work closely with DSS to assist them with filling staff vacancies. A tour and presentation from DSS is being scheduled for center staff to increase staff awareness of services and programs.

At this time there has been less direct coordination in Ashe; however, referrals between NCWorks and DSS are occurring. DSS staff also come to the office to share and receive information and frequently refer to the center for basic career services. Plans for coordination in Alleghany are being developed. Efforts to improve coordination with TANF throughout the region will continue.

4. How is the Career Center used outside of regular business hours?

Currently career centers do not offer hours outside of regular business hours. Staff may participate in after hour events such as hiring events that may be held after 5pm or on Saturday.

WIOA Title I Programs

Adult and Dislocated Worker Services

1. Provide the date and process for the competitive procurement of the Adult and Dislocated Worker Programs that ensures an arm's-length relationship between the Workforce Development Board and service delivery. Identify any service provider contract extensions.

Note: While Final Regulations Section 679.410 (b) and (c) provide exceptions to the competitive procurement process, WDBs *must* have an arm's-length relationship to the delivery of services.

The High Country Local Area procurement policy requires that a competitive process be followed for the procurement of WIOA Adult, Dislocated Worker, Business Services, Youth Services, and Center Operations.

The Board begins the process with an announcement and advertising of the Request for Proposal (RFP) process for WIOA services. This process allows an Intent to Bid to determine interest from organizations to provide WIOA services within the seven-county workforce area. If more than one organization submits a completed Intent to Bid response, then the Board will have the interested organizations submit a completed response to the RFP for provision of services. Responses are reviewed by WDB staff and a designated RFP review committee, and a recommendation is made to the Board for their consideration. The High Country Workforce Development Board procurement policies and procedures contain an appeals process that service providers or prospective service providers may use if they have a complaint or grievance regarding the Board's procurement of services.

WIOA service providers are prohibited from awarding subgrants without prior approval from the Local Area.

A request for proposals was released February 2017 followed by a bidders conference, with RFP responses due March 2017. This process was completed on April 13th, 2017 with the HCWDB approving the selection of service providers for adult/dislocated workers/youth and the one stop operators. Mayland Community

College (MCC) and ResCare were selected to receive one year contracts beginning July 1, 2017 with the option to renew based on satisfactory performance.

Contracts with Mayland Community College and ResCare plan to be extended for PY18 for the provisions of adult/dislocated workers and youth services. The One Stop Operator is currently out for RFP with an Intent to Bid due April 30, 2018.

2. Attach the Local Workforce Development Board's Adult and Dislocated Worker (DW) service providers chart effective July 1, 2018 using the [Adult/Dislocated Worker Service Provider List](#) provided. Name document: *Local Area Name Adult and DW Providers 2018*.

See [High Country Adult and DW Providers 2018](#)

3. Describe how and when eligible training providers are reviewed at the local level and how customers are informed they have choices in choosing their providers. Define what "significant number of competent providers" means in the local area. Include whether the local Workforce Development Board uses more strict performance measures to evaluate eligible training providers. Attach if a separate policy. Name document: *Local Area Name Eligible Training Providers*. [Division Policy Statement 21-2015]

Potential WIOA participants are referred to NCWorks Online to search for training providers. If they are interested in a training provider or program that is not approved by the Local Area, they may request that the training provider/program be added and/or approved by the WDB. The WDB is currently reviewing the list of approved in-demand industries and occupations for training.

The Local Area has a significant number of competent providers with three (3) community colleges, several universities, and for-profit training providers. Training providers that have been approved in NCWorks Online come up for review in the system every two (2) years. We have a long history of using our local community colleges and, when appropriate, local four (4) year institutions for WIOA enrolled customers. Our continued success in meeting performance outcomes is an indicator of successful training programs. We also use training providers (Surry Community College, Asheville-Buncombe Technical Community College, East Tennessee State University, etc.) outside our actual geographic area when it makes sense.

Currently each provider and program are reviewed for demand of jobs in the Local Area along with past and present successes of the program. In the High Country, "significant number of competent providers" means that locally there are sufficient (in number and performance), approved training institutions and programs that meet local economic demands as well as the needs of job seeker customers pursuing training to meet those demands.

4. What strategies are in place to ensure Local Workforce Boards meet or exceed federal Adult and Dislocated Worker Performance Measures?

WDB staff will continue to run performance reports from both NCWorks and FutureWorks at least quarterly to gauge how we are doing in the area of WIOA performance outcomes and service delivery. Staff will also run reports from NCWorks regularly to see which customers are in the performance pool. Staff monitor these cases in NCWorks to determine that all critical data has been keyed into the system to give us the best possible performance outcomes. Staff continuously provide technical assistance to service providers in efforts to meet performance measures.

HCWDB staff review monthly invoices from the WIOA service providers. During this process, spending limits and expectations are reviewed to insure compliance with WIOA requirements. Corrective action plans will be developed to remedy any issues observed.

Staff are continuing to learn the WIOA measures and understand how data is best keyed into NCWorks. All staff are aware of the 90% expectation for achieving measures. Staff also participate in local Super User meetings in order to stay informed of up-to-date information and attend available trainings when offered. The WDB also partners with the Regional Analyst for technical assistance and training as needed.

5. Describe how the Board uses local funds for Incumbent Worker Training (IWT). If the Board does not use local funds for IWT, please state why and what would be needed to incorporate IWT as a locally offered service.

Currently the WDB does not use local funds for IWT. Traditionally the availability of local funds prohibits these services. It is anticipated for PY18 to offer IWT on a limited basis if funds allow. The contracted Business Services Representatives will work to identify employer needs and potential training opportunities. Applications will be reviewed HCWDB staff and approved by the WDB.

6. Complete the following chart (by placing an X in each applicable box) to demonstrate what work-based learning opportunities are available in the local Workforce Board area. *[Expand form as needed.]*

On-the-Job Training	Local Incumbent Worker Training	Internships	Job Shadowing	Paid/ Unpaid Work Experience	Specify Others:
X	X Beginning PY18 as funding is available	X	X	X	The development of apprenticeship opportunities are expanding.

7. Please describe the efforts the Workforce Development Board has made to deliver business services on a regional basis.

Business services within the High Country region are coordinated at two levels: board level and service provider level.

The WDB’s Communications and Business Services Coordinator coordinates trainings, outreach information, labor market information, and policy information for the region as a whole. At the career center level, the contracted business services representative works in conjunction with NCWorks Career Center Managers and DWS partners to respond and outreach to local businesses - whether for hiring events in the center, multi-employer job fairs, one-on-one assistance, on-the-job training and work experience placement.

8. Describe follow-up services provided to Adults and Dislocated Worker.

Per Training and Employment Guidance Letter (TEGL) 19-16 and Section 134(C)(2)(A), funds described shall be used to provide career services, which shall be available to individuals who are adults or dislocated workers through the one-stop delivery system and shall, at a minimum, include—...(xiii) follow up services, including counseling regarding the workplace, for participants in workforce investment activities authorized under this subtitle who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

Follow-up services are provided by WIOA staff on a regular basis for WIOA youth and adult/dislocated worker training customers including services to assist with successful employment, training completion, or the need of any additional services

to assist the customer in completing their service plan. Staff reach out to customers by phone, email, Facebook, mailings, the NCWorks email system and schedule follow-up appointments as needed. Centers continue to discuss and explore ways to improve follow-up services for walk-in traffic to ensure needs are being met so as to encourage return visits. It is the goal of all centers to define and improve follow-up services to customers.

Youth Services

1. Does the Workforce Development Board have a standing committee to provide information to assist with planning, operational and other issues relating to the provision of services to youth? [WIOA Section 107(b)(4)(A)(ii)]

No

If no, describe how oversight to planning, operational and other issues relating to the provision of services to youth will be provided.

Currently the WDB does not have a standing youth committee. Locally, youth services are provided within the career centers. Given the increased age of youth up to 24, we feel many needed services will be similar to that of our adult services. The WDB reviews information related to services through the centers, which includes youth services through periodic updates and reports during executive committee and WDB meetings. WDB staff work closely with service providers and provide ongoing technical assistance regarding the provision of services.

If yes, please provide a response to the following questions.

- a) Provide the committee's purpose/vision.
- b) Attach the list of members to include members' agency/organization, one of which must be a community-based organization with a demonstrated record of success in serving eligible youth. Provide the Committee's Chair information in the first block (who must be a Workforce Development Board member.) Name document: Local Area Name Youth Committee Members. [WIOA Section 107(b)(4)(A)(ii)]
- c) Complete the following chart for the PY18 Youth Committee's planned meeting schedule to include dates, time and location. *[Expand form as needed.]*

Date	Time	Location (include address and room #)

2. Provide the date and process for when the competitive procurement of the Youth Programs were completed, to include any contract extensions.

A request for proposals was released February 2017 followed by a bidders conference, with responses due March 2017. This process was completed on April 13th, 2017 with the HCWDB approving the selection of service providers for adult/dislocated workers/youth and the one stop operators. Mayland Community College (MCC) and ResCare were selected to receive one year contracts beginning July 1, 2017 with the option to renew based on satisfactory performance.

Contracts with Mayland Community College and ResCare plan to be extended for PY18 for the provisions of adult/dislocated workers and youth services.

3. Attach the Local Workforce Development Board Youth service provider’s chart, effective July 1, 2018, using the provided [Youth Service Provider List](#). Complete each column to include specifying where Youth Services are provided. Name the document: *Local Area Name Youth Providers 2018*.

See [High Country Youth Providers 2018](#)

4. What strategies are in place to ensure Local Workforce Boards meet or exceed federal Youth Performance Measures?

WDB Staff will continue to run performance reports from both NCWorks and FutureWorks at least quarterly to gauge how we are doing in the area of WIOA performance outcomes and service delivery. Staff will also run reports from NCWorks regularly to see which customers are in the performance pool. Staff monitor these cases in NCWorks to determine that all critical data has been keyed into the system to give us the best possible performance outcomes. Staff continuously provide technical assistance to service providers in efforts to meet performance measures.

HCWDB Staff review monthly invoices from the WIOA service providers. During this process, spending limits and expectations are reviewed to insure compliance

with WIOA requirements. Corrective action plans will be developed to remedy any issues observed.

Staff are continuing to learn the WIOA measures and understand how data is best keyed into NCWorks. All staff are aware of the 90% expectation for achieving measures. Staff also participate in local Super User meetings in order to stay informed of up to date information and attend available trainings when offered. The WDB also partners with the Regional Analyst for technical assistance and training as needed.

5. Specify if the Local Workforce Development Board plans to offer incentives for youth. If yes, attach the Youth Incentive Policy to include: a) criteria to be used to award incentives; b) type(s) of incentive awards to be made available; c) whether WIOA funds will be used and d) whether the Local Workforce Development Board has internal controls to safeguard cash/gift cards. Name document: Local Area Name Youth Incentive Policy.

Note: Federal funds may not be spent on entertainment costs.

High Country does offer incentives to youth.

See High Country Youth Incentive Policy

Local Innovations

1. List additional funding received by the local Workforce Development Board to include special grants, National Dislocated Worker Grants, YouthBuild, outside funding and others to include a brief description of the source and the amount.

The WDB received funds to serve dislocated workers through the Certified Career Pathways grant. These funds expire June 30, 2018. No other funding has been received.

2. Describe one local Workforce Development Board best adult/dislocated worker program practice.

During PY17 the development of a regularly scheduled WIOA titles/partners meeting began in an effort to place emphasis on WIOA expectations and how to best coordinate services for customers. These meetings have been quarterly or monthly and plan to continue for PY18. Outcomes of these meetings in one county has resulted in the initial development of a referral form between partners and a multi-partner hiring event.

3. Describe one local Workforce Development Board best youth program practice.

Historically our youth providers have had good relationships with our education partners. This partnership has continued this year and has expanded to additional schools with participation in high school and middle school career days and events. Participation in these events has provided more exposure to career pathways, NextGen, and NCWorks Career Centers.

4. Describe a local Workforce Development Board regional strategy that has yielded positive results.

For PY17 the WDB has held quarterly regional meetings for all center staff in efforts to promote ISD and the team environment. We feel these regional meetings have yielded positive results by everyone hearing the same information and benefiting from all staff questions and the collected experience(s) in the room.

Also this year, to align with efforts related to career pathways, each WDB meeting has had a special focus on a local employer representing healthcare or manufacturing. Hearing about and seeing what is locally provided was a great learning experience for the entire board and well-received.

In PY 17, the WDB partnered with its administrative entity, the High Country COG (HCCOG), to purchase new labor market information software subscription. Formerly, the WDB used EMSI; however, the cost became prohibitive for what was provided. Now, the WDB shares a subscription to Chmura Jobs EQ with the Planning and Area Agency on Aging departments of the HCCOG. Not only is the cost shared with our organization colleagues, these two departments have access to this great data for their respective programs. We feel the Chmura data product is better than the one we previously received with EMSI. The WDB uses this resource when data is requested by partners (public and private) in the region.

PY 2018 Local Area Plan Required Policy Attachments

1. The following policies must be attached as separate documents in the PY 2018 Plan. Name documents: *Local Area Name, Policy Name*.

Please make a notation below if the Policy has been revised for Program Year 2018.
Example: Competitive Procurement – Revised

1. Adult/ Dislocated Worker Work Experience Policy (PS 10-2017) **Revised**
 2. Competitive Procurement Policy (PS 19-2017) **Revised**
 3. Conflict of Interest Policy (PS 18-2017) **Revised**
 4. Equal Opportunity Procedures (PS 05-2015) **Revised**
 5. Financial Management Policy for Workforce Innovation and Opportunity Act Title I (PS 20-2017) **Revised**
 6. Individualized Training Account Policy **Revised**
 7. On-the-Job Training Policy (PS 04-2015)
 8. Oversight Monitoring Policies and Tools
 9. Priority of Service Policy (PS 03-2017)
 10. Supportive Services Policies
 11. Youth Work Experience Policy (PS 10-2017) **Revised**
2. Designate whether or not you have the following Optional Policies. If yes, attach the policy as a separate document. Name documents: *Local Area Name, Policy Name*.
 [Example: IWT Policy – Yes. Attached as *Workforce Development Board, IWT Policy*.

1. Local Area Incumbent Worker Training Policy **No**
2. Local Area Needs-Related Policies **No**
3. Local Area Transitional Jobs Policy **No**
4. Local Area Youth Incentive Policy **Yes**

3. Individual Training Accounts (ITAs) are required [Regulations Section 680.300] to pay the cost of training provided with Adult and Dislocated Worker funds and limitations on duration and amount may be included [Regulations Section 680.320]. Please provide the following ITA elements in summary:

Individual Training Accounts (ITA) Summary	
Dollar Amounts	\$8,600 Lifetime limit
Time Limits	The WDB recognizes some programs may take longer than two years to complete and has not set a time limit.
Degree or Certificates allowed (Associate's, Bachelor's, other)	Primarily two-year degrees; however, Bachelor's is allowed if deemed appropriate.
Procedures for determining case-by-case exceptions for training that may be allowed	In the event of an exception, requests are sent to the WDB for review and approval.
Period of time for which ITAs are issued (semester, school year, short term, etc.)	Each semester
Supportive Services covered by ITA (uniforms, tools, physical exams, etc.)	Item that may be billed through invoice by the training provider are often included in the ITA such as books/fees/supplies. Items such as uniforms are considered other training costs through supportive services.
Other	

4. Please specify the supportive services provided by the local Board Supportive Services Policy. List specific items under Supplies, Emergency and Other, as identified in the local Policy. *[Expand form as needed.]*

Transportation	Childcare	Supplies <i>(include examples)</i>	Emergency <i>(include examples)</i>	Other <i>(include examples)</i>
X	X	X Supplies may include items needed for training or employment such as uniforms/tools.	X On a limited basis and may include rent, power, or car repairs.	

Required Attachment Checklist from Plan Instructions:

- Signed copy of Consortium Agreement (if applicable)
- Administrative Entity Organizational Chart
- Workforce Development Board List ([*form provided*](#))
- Workforce Development Board By-laws
- Local Area Organizational Chart
- Local Area Certification Regarding Debarment * ([*form provided*](#))
- Local Area Signatory Form* ([*form provided*](#))
- Local Area NCWorks Career Center System ([*form provided*](#))
- Local Area Adult and Dislocated Worker Services Providers ([*form provided*](#))
- Local Area Eligible Training Providers (*optional*)
- Local Area Youth Committee Meeting Schedule (*optional*)
- Local Area Youth Committee Members (*optional*)
- Local Area Youth Services Providers ([*form provided*](#))
- Local Area Youth Incentive Policy (*optional*)

*Mail signed and unfolded *originals* to assigned Division Planner at N.C. Division of Workforce Solutions at:

313 Chapanoke Road, Suite 120, 4316 Mail Services Center, Raleigh, NC 27699-4316.

Agreement of Counties to Create the High Country Workforce Development Consortium

ARTICLE I. TITLE AND PURPOSE

The contiguous units of local government listed below agree to establish a consortium to act jointly as a local Workforce Development Area under the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 as enacted July 22, 2014. This consortium shall be known as the High Country Workforce Development Consortium.

ARTICLE II. MEMBERSHIP

The Consortium shall be composed of the following North Carolina independent and contiguous units of general purpose local government:

Alleghany County
Ashe County
Avery County
Mitchell County
Watauga County
Wilkes County
Yancey County

ARTICLE III. CERTIFICATION OF AUTHORITY

1. AUTHORITY UNDER STATE AND LOCAL LAW

The above-named counties each certify that they possess full legal authority, as provided by State and local law, to enter into this agreement and to fulfill the legal and financial requirements of operating as a local Workforce Development Area under the Workforce Innovation and Opportunity Act for the entire geographic area covered by this agreement.

2. SPECIFIC RESOLUTIONS TO ENTER INTO AGREEMENT

A copy of each duly executed resolution of each of the above-named counties giving specific authority to enter into this agreement are attached to this document and are incorporated herein by reference.

3. DESIGNATION OF REPRESENTATIVES FROM EACH MEMBER UNIT OF GOVERNMENT

Each member unit of government designates as its "chief elected official" pursuant to the Workforce Innovation and Opportunity Act, being its representative to the Consortium Board and upon whose representations the State, the Workforce Development Board, the administrative entity and the other member units may rely, its duly elected Chairman of its Board of Commissioners, or such other elected commissioner as said County may appoint in his or her stead, or as his or her alternate. Such representative shall be the signatory of this agreement and shall be authorized to execute such other agreements as are necessary for Workforce Innovation and Opportunity Act purposes. Such representative will serve until his or her successor is installed.

4. DESIGNATION OF CHIEF ELECTED OFFICIAL FOR LOCAL WORKFORCE DEVELOPMENT AREA

The member units agree that the Consortium representatives each year shall elect one of themselves as the Chief Elected Official (CEO), to be the presiding officer of the Consortium Board. Such CEO shall be authorized to exercise the functions of the “local area chief elected official” required or allowed by the Workforce Innovation and Opportunity Act, to serve until his or her successor is installed.

ARTICLE IV. DURATION

This agreement will become effective on the date of the last county representative’s signature and shall continue in effect until the local Workforce Development Area is redesignated by the Governor of North Carolina or until termination of this Agreement as provided for in ARTICLE X.

ARTICLE V. ASSURANCES AND CERTIFICATIONS

Each county will comply with the requirements of the Workforce Innovation and Opportunity Act, the regulations promulgated thereunder, all other applicable federal regulations, the statutes of the State of North Carolina, and written directives and instructions relevant to local workforce development area operations from the Governor of North Carolina or his/her designee.

ARTICLE VI. FINANCING

It is anticipated that funding necessary to implement this agreement will be derived from federal grant funds received through the office of the Governor.

The units of local government acknowledge that, subject to the paragraph immediately below, they are jointly and severally accountable for liabilities arising out of activities under the Workforce Innovation and Opportunity Act, and all funds received by the local workforce development area pursuant to WIOA. Liability includes, but is not limited to, responsibility for prompt repayment from non-program funds of any costs disallowed by the US Department of Labor or the NC Department of Commerce.

Liability shall be apportioned between the above-named counties as follows:

A. To the extent that one or more (but not all) of the above-named Counties can be identified as benefiting from the expenditure which is disallowed for any reason, said county or counties shall be liable for the repayment of such funds.

B. To the extent that one or more of the above-named Counties cannot be identified as the benefiting County or Counties of the WIOA funds in question, any disallowed expenditure shall be divided only among the benefitting Counties on a pro rata basis, based upon the percentage of all WIOA funds allocated to each of the Counties for the program fiscal year during which the disallowed funds were disbursed.

Nothing contained in this Article VI shall be interpreted so as to prohibit the above-named Counties from seeking contribution or indemnification from the Grant Recipient, any subrecipient, service provider, contractor, or from any other responsible person or entity.

The above-named Counties shall contractually be held harmless by the program service providers from liabilities arising out of activities by the said providers under the Workforce Innovation and Opportunity Act.

Any entity or joint agency created or designated by this local workforce development area, including the Workforce Development Board, and Administrative Entity, shall be considered a public agency for the purposes of the Local Government Budget and Fiscal Control Act.

ARTICLE VII. ESTABLISHMENT OF A WORKFORCE DEVELOPMENT BOARD

The above-named Counties agree that its Workforce Development Board is being established in accordance with Section 107 of the Workforce Innovation and Opportunity Act and applicable State of North Carolina laws, including G.S. 143B-438.11.

The Workforce Development Board shall have 14 private sector members who are appointed by the above-named counties (2 appointments per County Consortium representative) in accordance with the Workforce Innovation and Opportunity Act. The Consortium Board shall appoint 9 public sector members to the Workforce Development Board by a vote of a majority of the total number of members of the Consortium. The members of the Consortium Board shall be entitled to vote by alternative means including and not restricted to email, telephone, and in person.

ARTICLE VIII. REAL PROPERTY, EQUIPMENT AND SUPPLIES

The Consortium will follow all Workforce Innovation and Opportunity Act requirements governing the title, use and disposition of real property, equipment and supplies purchased with federal funds. The Consortium shall not own real property, assume debt, or hire personnel without authorizing resolutions from each of the above-named counties.

ARTICLE IX. AMENDMENTS

This agreement may be amended only upon the consent of all the parties hereto as evidenced by resolutions of the governing bodies of each of the above-named counties and subject to any required approval by the State.

ARTICLE X. TERMINATION

The parties hereto may terminate this agreement at any time, upon six months prior written notice, such termination to be effective when the Governor approves local Workforce Development Area re-designations or at the end of the then current grant administration agreement program year.

Tom F. Smith 6/5/15
Alleghany County Commissioner Date

Randy W. Rount 6/5/15
Ashe County Date

Jay Hines 6/5/15
Alleghany County Finance Officer Date

Janeck Jones 6-5-15
Ashe County Finance Officer Date

This document has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

This document has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

Rob Buppith 6/1/15
Avery County Commissioner Date

Tom Halliburton 06-08-15
Mitchell County Commissioner Date

Ray Johnson 6/1/15
Avery County Finance Officer Date

Mario Paroleux 06-08-15
Mitchell County Finance Officer Date

This document has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

This document has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

Jimmy Sklar
Watauga County Commissioner Date

Ed Bell
Wilkes County Commissioner Date

Margaret M. Rice 6-1-15
Watauga County Finance Officer Date

Jess Shepherd 6-5-15
Wilkes County Finance Officer Date

This document has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

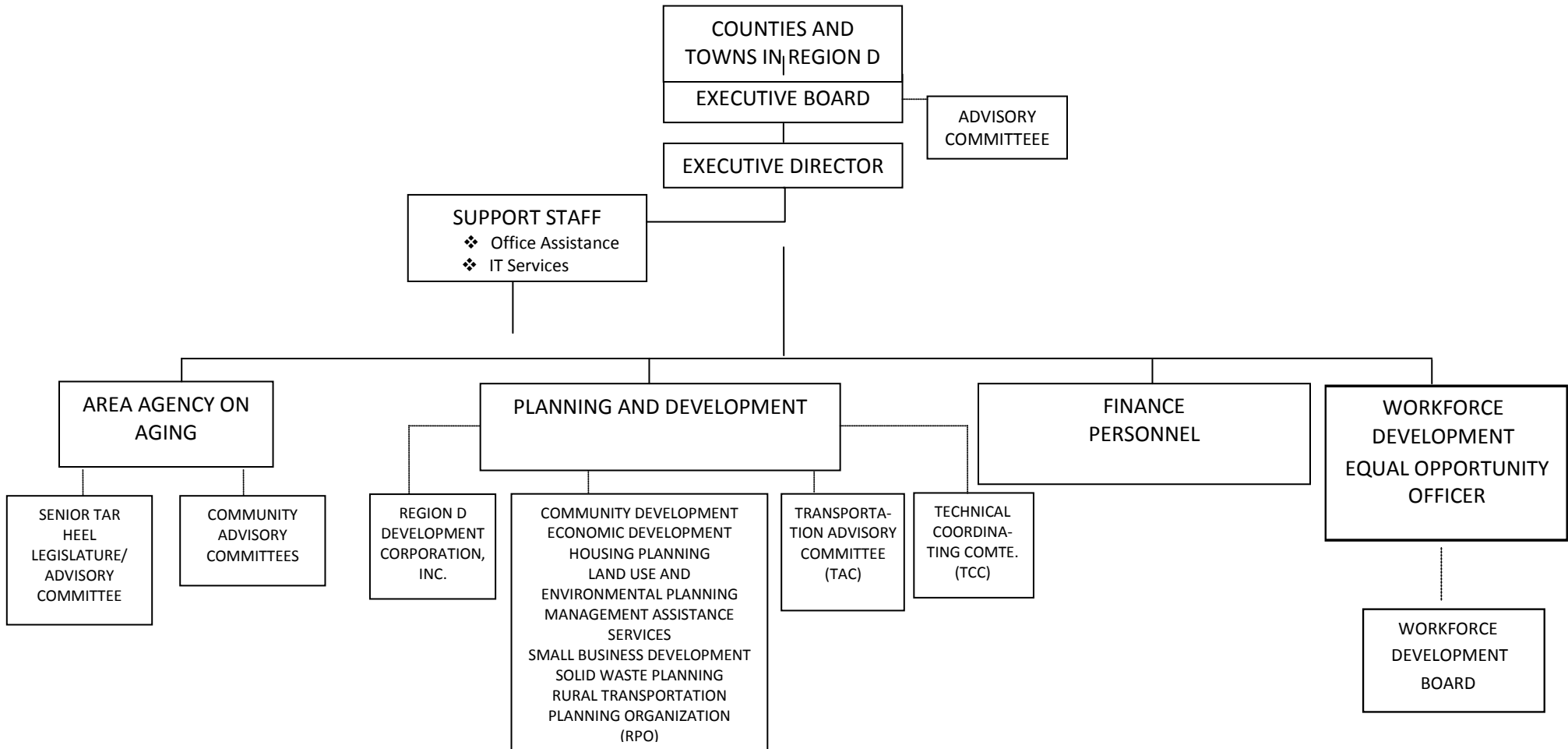
This document has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

John Biddle 6-8-15
Yancey County Commissioner Date

Brandi Bourleson 6-8-15
Yancey County Finance Officer Date

This document has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

HIGH COUNTRY COUNCIL OF GOVERNMENTS FY 2018 - 2019



ARTICLE I - The Board

Section 1 - Name: The name of this organization shall be the High Country Workforce Development Board (WDB or Board).

Section 2 - Service Area: The area to be served by the WDB shall be Alleghany, Ashe, Avery, Mitchell, Watauga, Wilkes, and Yancey Counties. This Service Area shall also be known as the Local Area.

Section 3 - The Consortium: Created by formal agreement among the seven local county governments in the region for the purpose of being able to receive federal workforce development funding, the Consortium is comprised of the seven elected Chairs (or designee) of the Local Area's Boards of County Commissioners. The Consortium identifies an entity to serve as the fiscal agent for the funding; appoints members to the WDB; and the Chief Elected Official (selected by the Consortium members) acts as the signatory on designated documents.

Section 4 - Vision: It is the vision of the WDB to serve as a strategic leader and convener of local workforce development system stakeholders by partnering with employers and the workforce development system to develop policies and investments supporting public workforce system strategies that support regional economies, the development of effective approaches including local and regional sector partnerships and career pathways, and high-quality, customer-centered service delivery and service delivery approaches (WIOA Title I, 20 CFR Section 679.300).

Section 5 - Purpose: It is the purpose of the Board to serve as a governance board for workforce development in the Local Area and to provide policy guidance for and exercise oversight with respect to activities conducted under the Workforce Innovation and Opportunity Act (WIOA) for the Local Area in partnership with the High Country Workforce Development Consortium (Consortium) that assist in achievement of North Carolina's strategic and operational vision and goals, while improving quality of services, customer satisfaction, and effectiveness of the services provided.

a. Duties and Responsibilities: Duties and responsibilities of the WDB (as described in Section 107 of WIOA Title I, 20 CFR 679.370) are as follows:

1. **Local Plan**: to jointly develop a local plan with the Chief Elected Official in coordination with appropriate community partners to address the workforce development needs of the Local Area;
2. **Workforce Research and Regional Labor Market Analysis**: to assist in the development and implementation of the Local Plan;
3. **Convening, Brokering, Leveraging**: to convene local stakeholders in the development and implementation of the local plan under Section 108 of WIOA and in identifying non-federal expertise and resources to leverage support for workforce development activities;
4. **Employer Engagement**: to lead efforts in engaging a diverse range of employers and entities in the Local Area;
5. **Career Pathways Development**: to lead efforts in the Local Area with education partners to develop and implement career pathways by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment;
6. **Proven and Promising Practices**: to lead efforts in the Local Area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers, and jobseekers; to disseminate information on proven and promising practices carried out in other Local Areas for meeting such needs;
7. **Technology**: to develop strategies for using technology; to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and jobseekers;
8. **Program Oversight**: in partnership with the local Consortium, the Board shall conduct oversight for local youth workforce investment activities,

local employment and training activities, and the one-stop delivery system; ensure the appropriate use, management, and investment of funds to maximize performance outcomes under Section 116 of the WIOA;

9. **Negotiation of Local Performance Accountability Measures**: the local Board, the Chief Elected Official, and the North Carolina Governor shall negotiate and reach agreement on local performance accountability measures as described in Section 116 of WIOA;
10. **Selection of One-Stop/Career Center Operators and Providers**: the local Board, with the agreement of the Chief Elected Official for the Local Area, shall:
 - i. designate or certify one-stop operators, may terminate for cause the eligibility of such operators;
 - ii. identify eligible providers and award contracts on a competitive bid basis of youth workforce investment activities and may terminate for cause the eligibility of such providers;
 - iii. identify eligible providers of training services;
 - iv. identify eligible providers of career services by awarding contracts;
 - v. work with the State to ensure there are sufficient numbers and types of providers of career services and training services serving the Local Area and that these services are provided in a manner that maximizes customer choice;
11. **Coordination with Education Providers**: to coordinate activities with education and training providers in the Local Area;
12. **Budget and Administration**: to develop a budget for activities in the Local Area that are consistent with the local plan and duties of the Board;
13. **Accessibility for Individuals with Disabilities**: to annually assess the physical and programmatic accessibility in accordance with applicable provisions under Title I of the WIOA and of the Americans with Disabilities Act of 1990 of all one-stop centers in the Service Area;

- b. To ensure that the Local Fiscal Area Agent contracts for an outside audit of its own financial procedures annually. The WDB has audit review rights.
- c. The Workforce Development Board shall not operate or manage career centers but shall serve in the role of governance providing planning, monitoring, evaluation, and oversight of the selected operators and partners.

Section 6 - The Board shall act as local partners with the Consortium in the implementation of the WIOA, and provide guidance to staff in the development of the local plan. The Board will review the local plan prior to its approval by the Consortium before submitting to the North Carolina Governor.

ARTICLE II - Membership

Section 1 - The High Country Workforce Development Board shall consist of a minimum of twenty-three (23) voting members:

- Fourteen (14) private sector members, having optimum policy-making authority, who are appointed by Boards of County Commissioners or their Consortium representatives (two (2) appointments per County Consortium Representative) in accordance with the WIOA; and
- A minimum of nine (9) and no more than thirteen (13) public sector members, having optimum policy-making authority, who are appointed by the Consortium by a vote of a majority of the total number of members of the Consortium.

Section 2 - It is allowable for an individual to be appointed as a representative on the WDB for more than one entity (or more than one seat) if the individual meets all of the criteria for representation (WIOA Title I, 20 CFR 679.320 (h))

Section 3 - Board Membership Composition

Private Sector/Business Member Seats (14 seats):

There shall be two (2) private sector/business member seats from each county with one seat expiring in an odd-numbered year and the other in an even-numbered year beginning July 1. Representation of businesses in the Local Area shall be no less than fifty-one percent (51%) of total board composition and meet the following criteria (WIOA Section 107(b)):

- At a minimum, two (2) seats must represent small business as defined by the U.S. Small Business Administration;
- Member must be an owner, chief executive officer, chief operating officer, manager, human resource manager, or other individual with optimum policy-making or hiring authority;
- Business provides employment opportunities in in-demand industry sectors or occupations, as those terms are defined in WIOA section 3(23); and

- Members are appointed from among individuals nominated by local groups such as chambers of commerce, economic development commissions, and business trade associations.

Public Sector Seats (9-13 seats):

Public Sector member seats shall be regional representatives with optimum policy-making authority and shall be appointed through a majority vote of the Consortium. There shall be a minimum of nine (9) seats with a maximum of thirteen (13) seats with a term of two (2) years. All public sector seats shall be in accordance with WIOA Section 107 (b) and shall include the following:

- Not less than twenty percent (20%) of the members must be **workforce representatives**. These representatives:
 1. Must include two (2) or more representatives of labor organizations, where such organizations exist in the Local Area. Where none exist, representatives must be selected from other employee representative groups;
 2. Must include one or more representatives of a joint labor-management, or union affiliated, registered apprenticeship program within the area who must be a training director or a member of a labor organization. If no union affiliated registered apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation must be appointed if one exists;
 3. May include one or more representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment, training or education needs of individuals with barriers to employment, including organizations that serve veterans or provide or support competitive integrated employment for individuals with disabilities; and
 4. May include one or more representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

- The WDB also must include the following representatives of **education and training**:
 1. At least one eligible training provider administering adult education and literacy activities under WIOA Title II [*The regional adult education and literacy program directors shall nominate a representative to serve in this role*];
 2. At least one representative from an institution of higher education providing workforce investment activities; including community colleges [*The regional post-secondary educational institutions shall nominate a representative to serve in this role*]; and
 3. At least one representative from each of the following **governmental and economic and community development** entities:
 - i. Economic and community development entities [*The nomination of a regional representative will be done in coordination with the local economic development commissions/offices.*];
 - ii. The State Employment Service office under the Wagner-Peyser Act serving the Local Area; and
 - iii. The programs carried out under Title I of the Rehabilitation Act of 1973, other than section 112 or part C of that title.
- In addition, the Consortium may appoint individuals or representatives of other appropriate entities in the Local Area:
 1. Entities administering education and training activities who represent local educational agencies or community-based organizations with demonstrated expertise in addressing the education or training needs for individuals with barriers to employment;
 2. Governmental and economic and community development entities who represent transportation, housing, and public assistance programs;
 3. Philanthropic organizations serving the Local Area; and
 4. Other appropriate individuals as determined by the Chief Elected Official.

Ex-Officio Members

The Consortium may appoint other members of the community in an ex-officio role that may be helpful in an advisory role to further advance the mission statements and goals. The WDB may add non-voting members at its discretion, to include elected officials or their representatives.

Section 4 - All appointments and reappointments will be for a two-year (2) period with alternating terms, unless filling a seat mid-term. Vacancies shall be filled by the procedures prescribed for all other appointments and shall be for the remainder of the term. The Consortium representative responsible for the vacant seat's appointment will be notified by the WDB staff to appoint a representative to fill the vacancy as soon as the seat is declared vacant. Every effort will be made to fill vacancies within ninety (90) days.

ARTICLE III - Officers

Section 1 - Chair: Voting members of the Workforce Development Board shall elect the Chair from the Private Sector members who are eligible to serve pursuant to the requirements of state and federal law. The chair shall call and preside at meetings, appoint committees, and through the Board's support staff, perform such other duties as directed by the Board.

Section 2 - Vice-Chair: The eligibility requirements shall be the same as for the Chair. The duties of the Vice-Chair shall be to conduct the business of the Board in the absence of the Chair and such other duties as may be assigned by the Chair.

Section 3 - Term of Office: The term of office shall be for a period of one (1) year; however, officers may succeed themselves. Elections shall be held at the last regularly scheduled meeting of each Program Year. The terms of office shall begin on July 1 of each year.

ARTICLE IV - Conflict of Interest and Code of Conduct

In an effort to maintain the high standard of conduct expected in the management of its affairs, the High Country Workforce Development Board adopts the following Code of Conduct applicable to all members, Board staff, and Consortium members:

No Board member shall engage in or do the following:

1. Use the name, endorsement, or services of the Local Area for the benefit of any person, or authorize such use, except in conformance with WDB policy;
2. Accept or seek for oneself, or any other person, any financial advantage or gain other than nominal value offered as a result of Board affiliation;
3. Disclose any confidential Workforce Development Board information to any person not authorized to receive such information or use such information to the disadvantage of the Local Area;
4. Take part in any religious, anti-religious, or partisan political activities in the discharge of Board duties;
5. Take any action which results in a conflict of interest, or the appearance of a conflict of interest, in accordance with Federal Uniform Administrative Requirements;
 - a. Conflict of Interest arises when any of the following may be positively or negatively affected by an action under consideration by the WDB:
 - i. the business in which a member, or one of the immediate family of a member, has a financial interest;
 - ii. the public or non-profit agency which employs a member, or one of the immediate family of a member; or
 - iii. the public or non-profit agency on whose Board a member, or one of the immediate family of a member, sits.

Immediate Family shall be defined as a member's spouse, parents, children, and siblings.

- b. Members must declare any potential conflict of interest in writing upon joining the Board and thereafter at the first meeting of each Program Year. When a potential conflict of interest arises during the year, the member will immediately notify the WDB Chair and the Workforce Development Director in writing.
- c. The Conflict of Interest provision applies equally to Board meetings or personal contact with members outside of meetings, for the purpose of influencing or affecting the member's thinking or decision-making.
- d. WDB members must make a conflict declaration upon the introduction of any agenda item that raises a real or apparent conflict of interest and must abstain from discussion and voting after declaring the conflict. Meeting minutes must show all conflict declarations and abstentions.
- e. Where there is a real or apparent conflict of interest, WDB members must refrain from participating in all stages of the procurement process, including the following:
 - i. participating in the planning process to the extent of advocating that a certain type of service be included or excluded;
 - ii. participating in the development, review, or approval of the procurement method and instrument which a member, one of the immediate family of a member, or the entity a member represents intends to respond to by submitting a proposal;
 - iii. participating in the provider selection process including discussing or voting on one's own or a rival proposal (one which competes for funding from the same source); and
 - iv. attempting to influence a planning or funding decision by lobbying or advocating for or against a plan for proposal.

- f. No member who has a conflict of interest may serve as a WDB officer or committee chair.

It is the responsibility of each member and alternate of the Workforce Development Board to govern the actions of all Board members in compliance with the Code of Conduct. If a member thinks there is a possibility of a conflict of interest, real or apparent, on the part of another member, it is his or her affirmative responsibility to immediately bring the matter to the attention of the Board or Executive Committee.

Upon the assertion of a possible violation of this policy, the Chair or Vice-Chair will appoint an ad hoc committee to review the circumstances, report their findings to the Board for discussion and vote, and recommend a course of action in the event a member is found to be in violation. Action may include, but is not limited to, a declaration that the member's seat is vacant and a request to the appropriate Consortium representative or Consortium Board to make a new appointment.

This Code of Conduct conforms to the Federal Uniform Administrative Requirements (Common Rule).

ARTICLE V - Staff

Section 1 - WDB Support: The WDB shall be supported in the performance of its duties by the Workforce Development Director and/or staff provided by the Local Area Fiscal Agent. This staff shall be responsive to the needs of the WDB and support the WDB in its mandated functions.

ARTICLE VI - Board Meetings

Section 1 - Regular Meetings: The Board shall meet on a regular basis or as otherwise designated by the chairperson.

Section 2 - Special or Called Meetings: The Chair, and the Workforce Development Director, may call special meetings of the Board as required or with a majority decision of Board members.

Section 3 - Quorum: For any regularly, or otherwise properly, called meeting, the voting members present shall constitute a quorum.

Section 4 - Voting: All actions of the Board shall be determined by a majority of the quorum. The adoption and amendments of the by-laws shall be by a two-thirds vote of the members present. Each member of the Board shall have one vote and no proxy votes shall be allowed.

Section 5 - Order of Business: The Chair shall be responsible for orderly business of the Board and for calling items on the agenda. During the course of considering items on the agenda, only members of the Board shall participate in the discussion except 1) by prior arrangement with the Chair upon request of a member of the Board or 2) during the public participation period.

Section 6 - Agenda: The agenda for Board meetings shall be developed by the Board staff and by the Chair.

Section 7 - Rules: The rules set forth in the current edition of *Robert's Rules of Order, Newly Revised*, shall govern the procedures of the Board, unless otherwise agreed upon by the members.

Section 8 - Public Notice: Meetings of the Workforce Development Board shall be open, and it shall be a stated policy that interested citizens or groups will be heard on workforce development matters in accordance with Article V, Section 5. Workforce Development Board meetings should be publicized and operated in accordance with the North Carolina Open Meetings Law.

Section 9 - Reimbursement: Workforce Development Board members who do not have compensation available from their employing agencies shall be reimbursed for Board related meeting expenses. Funds for such reimbursement will be provided by the Local Area Fiscal Agent. The Local Area Fiscal Agent will be responsible for maintaining records of reimbursements.

Section 11 - Minutes: The Local Area staff shall keep minutes which will be made available to all WDB members.

Section 12 - Participation and Attendance: It is the duty and responsibility of each member to attend Board meetings and Committee meetings. Regular meetings of the WDB shall be announced electronically and be held as scheduled unless otherwise determined by the Chair in conjunction with the Director. In addition, a calendar of regular Board and Committee meetings shall be made available to all members in a timely manner. As WDB meetings are considered public meetings, Board members are encouraged to participate in person; however, teleconferencing will be made available to those members who request access prior to the meeting. Positions of WDB members, or their designated alternate representatives, who incur three (3) absences within a year shall be declared vacant. However, the Board Chair in conjunction with the WDB Director can consider undue circumstances for absences. The Consortium representative responsible for the vacant seat's appointment will be notified by the WDB staff to appoint a representative to fill the vacancy as soon as the seat is declared vacant. Every effort will be made to fill vacancies within ninety (90) days.

Section 13 – Alternates: Each WDB member may request, in writing, that an alternate be appointed to attend in the WDB member's absence. The written request shall be made to the appropriate Consortium Representative, the Consortium CEO, Board Chair, and the Board Director. The WDB member will be responsible for keeping his/her alternate informed of the meetings and information pertaining to the meeting(s) the alternate will attend for the WDB member. The alternate will vote as a WDB member in the absence of the member. Attendance and voting by the designee shall be as if the WDB member attended and voted herself/himself for attendance and voting requirements, including, but not limited to, establishing a Board quorum. Alternates must be from the same category of representatives (i.e. business/industry, agency) as the WDB member for whom the alternate is appointed.

ARTICLE VII - Committees

Section 1 – Committee Structure: The WDB shall, as necessary, be organized into standing or ad hoc committees to carry out its functions and responsibilities as assigned. The Chair and committee members shall be designated by the WDB Chair in conjunction with the WDB Director. Committees shall be chaired by a board member. Committee meetings follow the same attendance expectations as WDB meetings.

Section 2 – Executive Committee: The Chair, Vice-Chair, past Chair, Committee Chairs, and other members appointed by the Chair shall compose the Executive Committee.

Section 3 – Committee Authority: The WDB recognizes that each committee serves as a policy maker and systems builder for its specific area and delegates to its committee's authority and flexibility to accomplish the goals and assignments for the tasks under their authority, so long as the committees are functioning within the framework of the Board's underlying philosophy.

Section 4 – Quorum: For any regularly, or otherwise properly, called meeting, the voting members present shall constitute a quorum.

ARTICLE VIII - By-Laws Amendment Procedure

These by-laws may be amended at any regular meeting of the Board by a two-thirds vote of the quorum present, provided that the proposed amendment has been submitted in writing at the previous regular meeting. Amendments will not take effect until approved by a majority of the Consortium Board.

Amended this, the 12th day of January 2017, by a two-thirds vote of the High Country Workforce Development Board.

Motion: Bryan Peterson

Second: Bob Hege

HCWDB Chair Signature:

Sally Woodring

Adopted this, the 4th day of April, 2017 by a majority vote of the Consortium Board.

Gordon K. Elmrose

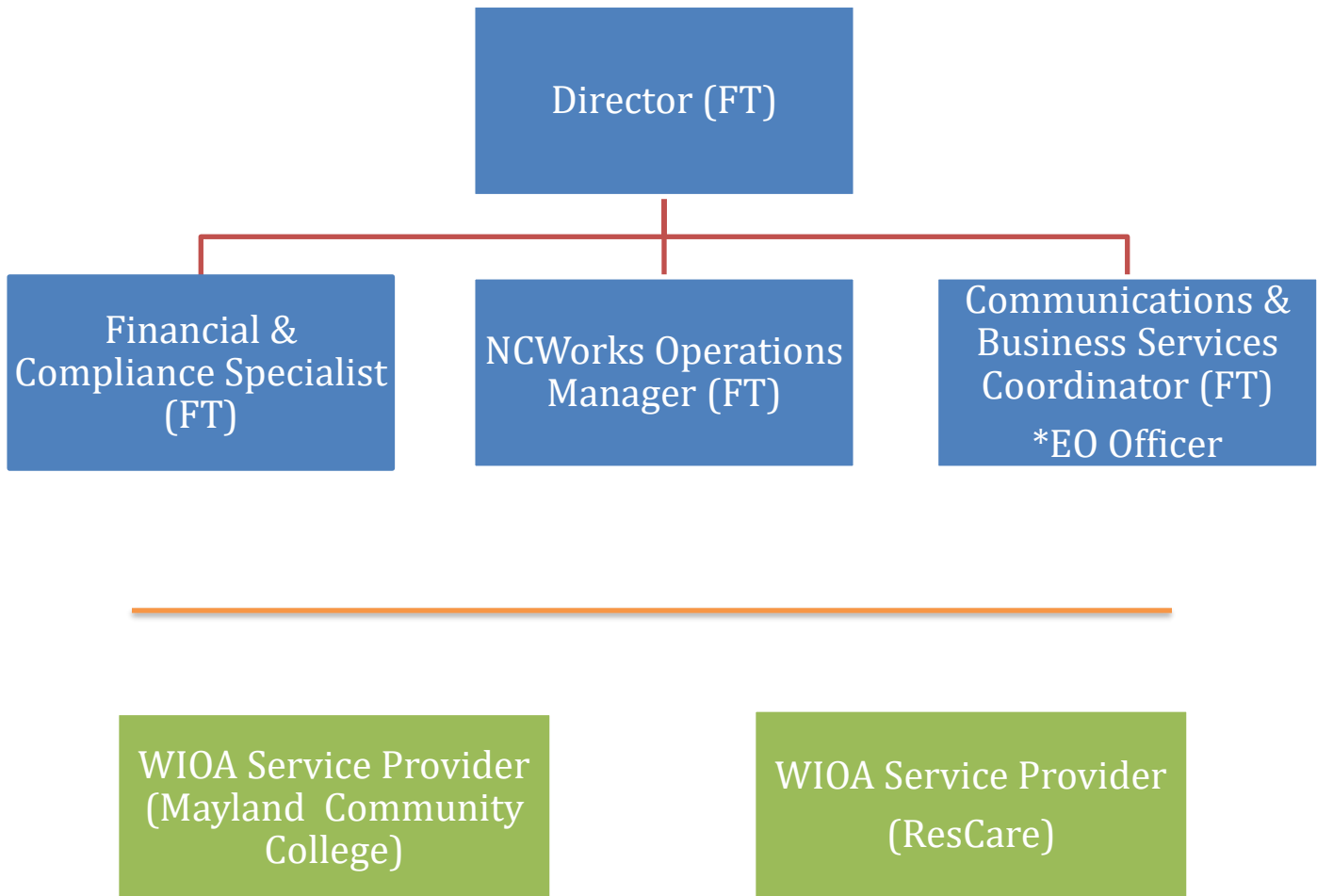
Consortium Chief Elected Official Date

I hereby certify that during the regular organizational meeting of the High Country Consortium on April 4th, 2017, these By-Laws were adopted.

Keth Deveraux
(Attest)

4/21/2017
Date

2018 Organizational Chart



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities.

(BEFORE COMPLETING THIS CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- 1) The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Shane Fox, Executive Director

Printed Name and Title of Authorized Administrative Entity Signatory Official



Signature

4/7/18

Date

Instructions for Certification

1. By signing and submitting the certification signature page with this proposal, the prospective primary participant is providing the certification set out above.
2. The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out above. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participants, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Workforce Innovation and Opportunity Act of 2014

Program Year 2018 Local Plan Signatory Page for High Country Workforce Development Board

We affirm that the Local Area Workforce Development Board (WDB) and the Chief Elected Official(s) of the Local Area, in partnership, have developed and now submit this comprehensive, strategic Regional and Local Area Plan in compliance with the provisions of the Workforce Innovation and Opportunity Act of 2014 and instructions issued by the Governor under authority of the Act.

April 30, 2018

Submission Date

Workforce Development Board Chair

Chief Elected Official

Bryan Peterson

Keith Elmore

Typed or Printed Name

Typed or Printed Name

WDB Chair

WDB CEO

Typed or Printed Title

Typed or Printed Title





Signature

Signature

04/27/18

4-25-18

Date

Date

High Country NCWorks Career Center System
(Reflects Local Area Structure as of July 1, 2018)

A. One-Stop Location(s) (Address and Hours)	B. Tier 1 or Tier 2	C. On-site Partners	D. Career Center Operator and Method of Selection	E. Provider(s) of WIOA Career Services and Method of Selection	F. Provider(s) and Type of On-site Youth Services	G. Additional Partners
Alleghany NCWorks Career Center 115 Atwood Street Sparta, NC 28675 Hours: Monday & Wednesday 8:30 – 5:00 (closed 12-1)	Tier 2	Alleghany County Library, Division of Workforce Solutions, ResCare Workforce Solutions, Wilkes Community College	Operator: ResCare Workforce Services Method: Competitive Procurement	Provider: ResCare Workforce Services Method: Competitive Procurement	Provider: ResCare Workforce Services Type: Most Youth Services (see Youth Program Elements chart)	Blue Ridge BDC, DSS, Vocational Rehabilitation, Wilkes Community College
Ashe NCWorks Career Center 626 Ashe Central School Road, Unit 6 Jefferson, NC 28640 Hours: Monday - Thursday 8:30 - 4:30; (closed 1-2); Friday 8:30-2:00	Tier 2	Division of Workforce Solutions, High Country AAA - SCSEP, ResCare Workforce Solutions, Wilkes Community College,	Operator: ResCare Workforce Services Method: : Competitive Procurement	Provider: ResCare Workforce Services Method: Competitive Procurement	Provider: ResCare Workforce Services Type: Most Youth Services (see Youth Program Elements chart)	DSS, Vocational Rehabilitation, Wilkes Community College
Avery NCWorks Career Center 428 Pineola Street Newland, NC 28657 Hours: Monday-Thursday 8:30-5:00 (closed 12-1); Friday 8:30-12 noon	Tier 2	Division of Workforce Solutions, Mayland Community College	Operator: Mayland Community College Method: : Competitive Procurement	Provider: Mayland Community College Method: Competitive Procurement	Provider: Mayland Community College Type: Most Youth Services (see Youth Program Elements chart)	AMY Regional Library, DSS, High Country AAA-SCSEP, Mayland Community College, Vocational Rehabilitation

A. One-Stop Location(s) (Address and Hours)	B. Tier 1 or Tier 2	C. On-site Partners	D. Career Center Operator and Method of Selection	E. Provider(s) of WIOA Career Services and Method of Selection	F. Provider(s) and Type of On-site Youth Services	G. Additional Partners
<p>Mitchell NCWorks Career Center 200 Mayland Drive Spruce Pine, NC 28777</p> <p>Hours: Monday & Wednesday 8-5 (closed 12-1)</p>	Tier 2	Division of Workforce Solutions, Mayland Community College	<p>Operator: Mayland Community College</p> <p>Method: : Competitive Procurement</p>	<p>Provider: Mayland Community College</p> <p>Method: Competitive Procurement</p>	<p>Provider: Mayland Community College</p> <p>Type: Most Youth Services (see Youth Program Elements chart)</p>	AMY Regional Library, DSS, Mayland Community College, Vocational Rehabilitation,
<p>Watauga NCWorks Career Center 130 Poplar Grove Road Connector Boone, NC 28607</p> <p>Hours: Monday-Thursday 8-5; Friday 8-2</p>	Tier 1	Caldwell Community College & Technical Institute, Division of Workforce Solutions, High Country AAA-SCSEP, ResCare Workforce Solutions	<p>Operator: ResCare Workforce Solutions</p> <p>Method: : Competitive Procurement</p>	<p>Provider: ResCare Workforce Solutions</p> <p>Method: Competitive Procurement</p>	<p>Provider: ResCare Workforce Solutions</p> <p>Type: Most Youth Services (see Youth Program Elements chart)</p>	Appalachian Regional Library, Caldwell Community College & Technical Institute, DSS, Vocational Rehabilitation
<p>Wilkes NCWorks Career Center 103 Call Street Extension Wilkesboro, NC 28697</p> <p>Hours: Monday-Thursday 8-5; Friday 8-2</p>	Tier 1	Division of Workforce Solutions, High Country AAA-SCSEP, ResCare Workforce Solutions, Wilkes Community College	<p>Operator: ResCare Workforce Solutions</p> <p>Method: : Competitive Procurement</p>	<p>Provider: ResCare Workforce Solutions</p> <p>Method: Competitive Procurement</p>	<p>Provider: ResCare Workforce Solutions</p> <p>Type: Most Youth Services (see Youth Program Elements chart)</p>	DSS, Goodwill Industries, Vocational Rehabilitation, Wilkes Community College

A. One-Stop Location(s) (Address and Hours)	B. Tier 1 or Tier 2	C. On-site Partners	D. Career Center Operator and Method of Selection	E. Provider(s) of WIOA Career Services and Method of Selection	F. Provider(s) and Type of On-site Youth Services	G. Additional Partners
<p>Yancey NCWorks Career Center 1040 East US Highway 19E, Suite L Burnsville, NC 28714</p> <p>Hours: Monday- Thursday 8:30- 5:00(closed 12-1) Friday: by appt only</p>	Tier 2	Division of Workforce Solutions, Mayland Community College, Vocational Rehabilitation	<p>Operator: Mayland Community College</p> <p>Method: : Competitive Procurement</p>	<p>Provider: Mayland Community College</p> <p>Method: Competitive Procurement</p>	<p>Provider: Mayland Community College</p> <p>Type: Most Youth Services (see Youth Program Elements chart)</p>	AMY Regional Library, DSS, Mayland Community College, WAMY Community Action

Program Year 2018 WIOA Local Adult/Dislocated Worker Services Providers List

WIOA Adult/Dislocated Worker Activity Provider (Organization Name, Address and Telephone Number)	Contact Person (Name, Title and E-mail Address)	County/Counties Served	Type of Organization (State Agency, For-profit, Non-profit, other-specify)	Type of Contract (Cost Reimbursement, Fixed Price, Performance Based, Hybrid, other-specify)
Mayland Community College PO Box 827 Spruce Pine, NC 28777 (828) 682-6618	Pam Wilson, WIOA Director pam.wilson@nccommerce.com	Avery, Mitchell, and Yancey	Community College	Reimbursement
ResCare Workforce Services 9901 Linn Station Road Louisville, KY 40223 (772) 201-1776	Lynn Hamilton, Regional Director lynnhamilton@rescare.com	Alleghany, Ashe, Watauga, and Wilkes	For-profit	Reimbursement

Program Year 2018 WIOA Youth Services Providers List

WIOA Youth Activity Provider (Name, Address and Telephone Number)	Contact Person (Name, Title and E-mail Address)	County/Counties Served and where services are provided** (One-Stop, Office, Both)	Type of Organization (State Agency, For-profit, Non-profit, other-specify)	Type of Contract (Cost Reimbursement, Fixed Price, Performance Based, Hybrid, other-specify)
Mayland Community College PO Box 827 Spruce Pine, NC 28777 (828) 682-6618	Pam Wilson, WIOA Director pam.wilson@nccommerce.com	Avery, Mitchell, and Yancey (One-Stops)	Community College	Reimbursement
ResCare Workforce Services 9901 Linn Station Road Louisville, KY 40223 (772) 201-1776	Lynn Hamilton, Regional Director lynnhamilton@rescare.com	Alleghany, Ashe, Watauga, and Wilkes (One-Stops)	For-profit	Reimbursement

*Must be updated at two-year review.

**Note where Youth Services are provided – at the One-Stop Centers, at the Office location provided, combination. Be specific.

Program Year 2017 (*Issued May 2017*)

Incentives provide a means to recognize and reward an active youth's success while participating in WIOA youth services. Youth funds may be used to provide incentives for recognition and achievement to eligible youth provided it is made a part of the participant's individualized assessment and service strategy. Incentives can be in the form of gift cards and/or checks payable to the youth when it is deemed appropriate.

Incentives may be provided to youth enrolled or in active follow-up services. Incentives during follow-up may assist with completion towards program goals. Achievements completed prior to WIOA enrollment do not qualify for incentives.

Incentives may not include entertainment, such as movie or sporting event tickets or gift cards to movie theaters or other venues whose sole purpose is entertainment (per 2CFR part 200).

Documentation Required

Case note/file documentation for incentives should include the following:

- The type of achievement that is being awarded
- The type of and the amount of incentive awarded
- Supporting documentation (copy of grades/credential, evaluations, attendance record, etc.)
- Incentive activity (484 Support Service-Incentives/Bonuses) keyed into NCWorks

Service providers are to have internal controls to safeguard any cash/gift cards/certificates that may be purchased. Incentives should be purchased and awarded within the same program year. Service providers should avoid bulk purchase of incentives that are not intended to be used in a timely manner.

Controls should also include sign-in sheets during the activity and signature sheets verifying receipt of hand-delivered incentives.

Service providers must submit a plan to the WDB for how incentives will be used if they are offered outside of the region-wide incentives policy and should consider how the program budget will be impacted. Incentives offered that exceed the value of \$50 (with the exception of those listed below) should be submitted for approval. Incentives may be provided to all qualifying youth and/or by random drawing from those that participate in the selected activity. It is not recommended that incentives be awarded on a regular basis for simply attending a stand-alone activity. Activities that merit incentives should require an expected level of participant engagement/participation.

Types of Incentives/Achievements

Achievements may be awarded in various ways depending on the need or desire of the participant and format of the activity and may include the following:

Achievements

- Academic achievement
- Obtaining employment
- Participation in specific activities related to leadership/citizenship, HRD classes, etc.
- Completion of job readiness preparation or volunteer project
- Retesting as scheduled
- Increase in Educational Functioning Levels
- Attainment of diploma, credential, Career Readiness Certificate
- Successful completion of work experience/internship
- Frequent contact/attendance with career advisor for three consecutive months (to include at least one face-to-face appointment each month)

Incentives

- Gift cards/gift certificates (such as gas/retail/restaurants)
- Cash (in form of check)
- Clothing for interview, work-site, or special event such as graduation and awards ceremonies
- Award ceremonies/event or certificates
- Summer work experience for year round participation
- Trips educational in nature that support youth program elements and goals

Incentives awarded outside of the regional list below must have defined expectations on how the achievement will be met and awarded. For example, job readiness preparation may require completion of eight modules in Career Ready 101 or a volunteer project may require at least 20 hours of service, etc.

Standard Regional Incentives

The following incentives have been established for the High Country region using WIOA funds. It is not required to award all of them if attained; however, staff are encouraged to make use of incentives to motivate youth towards successful outcomes when funding permits.

\$20	Frequent contact/attendance with career advisor for three consecutive months (to include at least one face-to-face appointment each month)*
	Completion of Key-Train pre-assessments
	Retesting as scheduled towards goal attainment
\$25	Maintaining minimum grade of C in all classes per semester
	Increase in Educational Functioning Level by anniversary date
	Obtained employment after enrollment or during exit (max of two incentives)*
\$50	Successful completion of work experience/internship with satisfactory evaluation
	Completion of Career Readiness Certificate
	Employment Retention for six months*
\$100	Completion of credential (high school diploma/equivalency; completion of training and awarded certificate/credential/diploma/degree)*

*Indicates incentive can be awarded to youth while receiving follow-up services after exit as it relates directly to successful performance.

NOTE: Incentives provided for the sole means of entertainment purposes may only be provided using non-WIOA funds. Incentives provided outside of the above listing should be submitted to the WDB for approval.

Program Year 2017 (Updated February 26, 2018)

What is a Work Experience?

Work experience is a critical WIOA “training” program element that can assist individuals:

- Understand proper workplace behavior
- Understand what is necessary in order to attain and retain employment
- Receive career exploration, skill development, and reinforcement of work ethic
- Serve as a stepping stone to unsubsidized employment
- Develop a career pathway

Work experiences (also called internships) should be designed to enable participants to gain exposure to the working world and its requirements while helping them acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. It also provides opportunities for career exploration and skill development and is **not** designed to solely benefit the employer, although the employer may, in fact, benefit from the activities performed by the participant. Instruction in employability skills or generic workplace skills should be addressed by staff and worksites during a work experience. Work experiences may also provide exposure to various aspects of an industry and include progressively more complex tasks.

Work experiences should be planned, structured learning experiences that take place in a workplace for a limited period of time and may be in the private for-profit sector; the non-profit sector; or the public sector and may be paid or unpaid learning activities. Participants receiving an unpaid work experience may receive a stipend upon approval of the Workforce Development Board (WDB). A work experience should also include an academic and occupational education component.

A work experience can also include activities such as summer employment, pre-apprenticeship, internships, job shadowing, and on-the-job training (OJT). Participants receiving OJT must follow the local OJT policy.

Who Can Participate in a Work Experience?

Enrolled adults, dislocated workers, and youth who meet eligibility requirements of WIOA may participate in a work experience pending available funding and **determination that the activity aligns with the individual’s plan of service based off their individual assessment results demonstrating the activity is needed.**

Participants who have little or no work history or are interested in exploring and gaining exposure to new/different skills are good candidates for a work experience activity. WEX activities must be linked to career goals and learning transferrable skills and enhancing employability.

Career Advisors must assess the readiness of participants and determine suitability. Things to consider may include maturity, skill levels, transportation, and commitment. Often a work experience can also be correlated to other program expectations such as completing training or planned in conjunction with education or other expectations. Participant expectations should be outlined in the signed Participant Agreement (**Attachment I**).

Prior to and during a work experience, staff should provide information and guidance on soft skills, work readiness skills, and employer expectations. Staff **must provide at least one work readiness activity** with each participant prior to the first day on the worksite and documented in NCWorks. This can be completed individually or in a group setting that reviews the expectations of a work experience along with basic employer expectations. Service providers may also want to consider providing scheduled workshops/sessions related to work readiness during the duration of the activity.

Length of a Work Experience/Funding

1. A WEX is **part-time for a period of two to six months**. As appropriate, a work experience may be extended (however, not past six months). Work experience agreements and activities must be updated to reflect the actual start and end dates accordingly.
2. Participants **should not work more than 30 hours per week, or eight hours per day**. The length and hours of placement should be determined based on availability of the individual and the worksite and should take into consideration other commitments such as school and family obligations.
3. Participants may participate in **up to two paid work experiences** if deemed appropriate.
4. A minimum of 20% of the region's allocation must be spent on WEX.

When planning work experiences, consideration of funding is essential. A work experience can be shortened or terminated by the worksite, the participant, or staff if expectations are not being met (after corrective action has been put into place), or if at any point funding is determined limited.

NOTE: WIOA Youth funding requires that at least 20% of regional funds be spent on youth work experience/OJT. This includes participant wages and staff time used for the development and management of work experiences.

NOTE: Service providers must develop a tracking system or use **Attachment G** in order to track staff time spent on the development and management of youth program work experiences. This tracking will be used for reporting and funding purposes.

Timesheets/Work Permits/Wage and Hour (www.wagehour.dol.gov) (Attachment E)

When a work experience is paid, the employer of record is the WIOA service provider (unless contracting through a temp agency or other organization, as approved). Participant wages are paid from WIOA funding. Staff must ensure proper tax forms (W-4 and NC-4) and Employment Verification (I-9) are completed prior to working. It is recommended that participants be paid at least every two weeks with a payroll schedule provided to each participant. Each participant's rate of pay and timeframe/hours should be included on the agreement.

Participants under 18 must have a Youth Employment Certificate/work permit before beginning work. Work permit information can be found at <https://www.labor.nc.gov/workplace-rights/youth-employment-rules>.

When determining a participant's rate of pay:

1. Wages shall be paid at no less than the minimum wage.
2. Wages should be compensated at the same rates as trainees, or employees who are similarly situated in similar occupations and should align with prevailing wage of the entry level position. A flat rate of pay applied to all individuals participating in a WEX is not allowed.

WIOA work experience wages are not eligible for unemployment insurance benefits as the activity is considered a component of a workforce development training program. Earnings received from a work experience should not impact a participant's public assistance; however, individuals should inquire with the appropriate agency. WIOA staff are expected to assist individuals as needed in understanding wages and benefits.

Timesheets must be completed to reflect the number of hours worked at the worksite (**Attachment E**). If applicable, youth participants can be paid for scheduled work readiness training as part of their work experience hours. Staff should assist participants and worksites in keeping timesheets completed accurately; ensuring they are reviewed and signed by the participant, the worksite, and staff. State and federal wage and hour laws require that employees are paid for all hours worked.

It is encouraged that participants that work six or more hours receive a designated minimum 30-minute unpaid lunch break. By law if an authorized break is less than 30 minutes, it is paid work time.

Choosing a Worksite/Worksite Expectations

Matching the participant with the right worksite/employer is essential to making a work experience successful and beneficial to all parties. Worksites must receive WEX training from staff that review the following expectations (**Attachment C**):

- Employers need to have a clear understanding and expectation of the attitudes and habits that a participant may exhibit.
- Employers need to be prepared to spend adequate, quality time with the participant and provide appropriate supervision that allows for skill development in a safe environment.
- Worksites must have designated supervision that provides guidance, work assignments, and skill development.
- Supervisors should complete evaluations every two weeks; review and approve timesheets; keep staff informed of any issues and/or exceptional performance; and report any accidents immediately.

- Worksites must have general liability coverage, maintain work experience agreements along with emergency contact information for the participant.
- **Staff and the worksite must develop a job description/training outline individualized to the expectations and complete a worksite agreement (Attachment B).**

Worksites are encouraged to interview potential participants as part of the work experience process. Worksites should be selected based on the interests and abilities of the individual. Keeping in mind that a work experience is designed to provide career exploration and hands on learning, if needed, a participant may be moved from one worksite to another when appropriate. Staff should also consider any criminal background the customer may have that may impact placement or the type of work being performed. WEX funds can be used to pay for background checks if needed.

Career Advisors may benefit from making use of other staff in the center that engage in employer outreach in order to identify potential worksites. Business Service Representatives often have established contacts that will assist in placements, site visits, and completion of paperwork. **Regardless of who is completing the paperwork and/or visits, all aspects must be documented in NCWorks.**

Things to consider when selecting a worksite include adequate work and work space, demands of the worksite, work place safety, and realistic expectations. Staff should use their best professional judgement regarding placing youth in a situation that might make them feel vulnerable, unsafe, or threatened. When choosing employers, staff should consider the “value added” contributions an employer is willing to make such as refinement of work maturity skills; integration of work and learning; provision of on-site educational services; and exposure to skill training, mentoring, exploration, career guidance, and/or possible future employment.

Worksites should provide general liability coverage. WIOA providers will ensure that workers compensation insurance is provided to each participant and handle aspects of payroll processing (with the exception of OJT, then the employer provides workers compensation/payroll). Worksites are expected to adhere to labor laws and OSHA compliance expectations and complete a Worksite Agreement.

Employers will benefit by participating in the WEX activity as it allows the employer to invest in developing the workforce and engage with workforce development programs, while benefiting from the assistance of the placed individual.

In order to avoid potential conflict of interest, WEX placements should not occur at the WDB office or local career centers, nor be placed at a worksite where his/her family is engaged in an administrative capacity, or at a location that includes sectarian/religious activities .

NOTE: WEX activities shall not reduce current employees' work hours, displace current employees or create a lay-off of current employees, impair existing contracts or collective bargaining agreements, and/or infringe upon the promotional opportunities of current employees as defined in the Fair Labor Standards Act.

The Worksite Agreement (Attachment A)

There must be a signed worksite agreement between the NCWorks service provider and the employer that articulates the learning to take place and the length of placement. The worksite agreement must be completed and signed prior to the start of the WEX establishing a formal working relationship. Staff will use the local worksite agreement included as part of this policy.

If it is necessary to make changes to a worksite agreement, staff along with worksite supervisor will complete the Worksite Agreement Modification form provided as **Attachment F** and scanned into NCWorks. Examples that may require a modification include changes such as start/end date and rate of pay.

Job Description/Training Outline (Attachment B)

The staff, participant, and the worksite supervisor should jointly develop a job description/training plan defining expected duties, identify skills the participant may possess, and identify skills that are expected to be learned during the WEX.

WIOA Staff Expectations/Monitoring/Evaluation (Attachment D)

Staff should be actively engaged in the development of a work experience. While placing certain responsibilities on the individual may be appropriate, staff must ensure that all parties understand expectations, address any concerns, and have open and frequent communication. Once a participant has begun the WEX, staff must maintain contact with the participant, including counseling, if needed.

Staff should address the following elements of a WEX:

- ✓ Provide pre-WEX activity
- ✓ Assist the participant in identifying potential worksites
- ✓ Connect with the employer and review employer expectations
- ✓ Monitor worksites to include a site visit and evaluation at least every two weeks
- ✓ Provide guidance and training to participants to include worksite expectations
- ✓ Ensure customer is receiving adequate training/learning opportunities
- ✓ Establish and maintain necessary documents related to placements
- ✓ Handle aspects related to payroll based on the established scheduled

Prior to the first day at the worksite, **staff are expected to provide at least one work readiness activity** to the participant to address basic employer expectations, etc. Planned work readiness training activities incorporated as part of the work experience can be paid time if included on the timesheet. Service providers are encouraged to develop and provide ongoing work readiness guidance that will result in successful completion.

Worksite visits should be made at least once per pay period, unless deemed necessary for more frequent contact, using the attached evaluation to be completed every two weeks. Each visit allows staff the opportunity to collect timesheets, observe work skills, address concerns, provide guidance, and address employer needs. If it is determined that there is not adequate, supervised work, or deemed not appropriate, a new worksite

should be pursued. Worksite visits also provide opportunity to engage with employers and provide resources that may be of benefit to them through the career center.

If the participant displays disciplinary problems, staff and the worksite supervisor should address the participant accordingly to correct the behavior as soon as possible. Ongoing problems or signs of no improvement may result in termination of the work experience. Illegal activity such as theft, use of drugs or alcohol, can be reason for immediate termination.

The following three-step procedure may be used in addressing behavior concerns:

1. Verbal warning is provided by the worksite supervisor and the career advisor to the participant.
2. Written documentation will be provided on the evaluation and a meeting between all parties to discuss behavior/performance concerns.
3. Termination may be deemed necessary after verbal and written warning has not corrected behavior.

Documentation and worksites may be monitored at any time by the Local Area, the NC Division of Workforce Solutions and/or the US Department of Labor.

NCWorks Documentation

All work experiences are to be documented in NCWorks by keying the appropriate activities, case notes, scanning of documents, and including it on the individual's service plan.

Case notes should include the following:

- A summary of the WEX plan including location, schedule, pay rate, and overview of expectations/competencies to be learned, and how this activity will benefit the customer
- Updates to reflect progress of the placement, to include identified issues and solutions
- Documentation of site visits, etc.
- A summary upon completion of objectives and next steps

Work Experience activities include the following:

- 219 Adult/DW Work Experience
- 104 Workshop (Adult/DW Pre-WEX activity)
- 426 Youth Paid/Unpaid Work Experience
- 401 Pre-employment Training (Youth Pre-WEX activity)

Activities must have correct start and end dates that align with the first and last day at the worksite, which should also correspond to worksite agreements. When keying the WEX activity, the Provider should be identified as the worksite/employer in NCWorks. Prior to keying the WEX activity, the employer must be set-up as a Provider within NCWorks. Obtaining a W-9 from the employer will provide the necessary information to include them in NCWorks as a Provider and should be submitted to WDB staff for keying into NCWorks.

Agreements, timesheets, and other documents related to the work experience should be scanned into NCWorks following local and state guidance regarding scanning and redacting.

Supportive Services/Incentives (As funds allow)

Supportive services may be provided to participants who are placed in a work experience if a need is identified that prohibits successful completion following the local Supportive Services Policy. Common supportive services include transportation and daycare assistance.

Participants should receive guidance on money management which may reduce the need for supportive services. Youth that successfully complete their planned work experience may receive a \$50.00 incentive following the local Incentive Policy.

Workplace Safety and Child Labor Laws

General workplace safety is to be monitored by staff and worksite supervisors. Any identified issues must be addressed immediately by staff. A worksite must ensure that, if applicable, it will adhere to Child Labor Laws established by the NC Department of Labor and ensure safe and sanitary working conditions for all participants. Drug tests may be performed at random or in the event of a workplace accident if deemed necessary or if required by workers compensation insurance or the worksite.

All accidents must be reported to the worksite supervisor and employer of record and handled appropriately.

Required Forms/Checklist

All participants must be deemed eligible and enrolled in WIOA, including the collection of all necessary documentation. The following additional items are also required for WEX:

- ✓ Individual assessment results identifying need for WEX included in case notes
- ✓ Pre WEX activity for participant (keyed into NCWorks)
- ✓ Worksite Agreement and review of WEX expectations by employer (Attachment A)
- ✓ Job Description/Training Outline (Attachment B)
- ✓ Worksite Orientation (Attachment C)
- ✓ Participant Evaluations per two-week pay period (Attachment D)
- ✓ Timesheets (Attachment E)
- ✓ Worksite Agreement Modification (Attachment F)
- ✓ Staff Time Tracking Form (Attachment G)
- ✓ Emergency Contact Sheet for worksite (Attachment H)
- ✓ Participant Agreement (Attachment I)
- ✓ Tax Forms (Federal W-4 and State NC-4 Form)
- ✓ Employment Eligibility Verification Form (I-9)
- ✓ WEX activity is included in NCWorks and on the individual service plan
- ✓ Youth Employment Certificate (if under age 18)
- ✓ Staff Summary Write-up Upon Completion

NOTE: In an effort to document success stories of participants and program activities, staff must complete a written summary upon completion of the WEX and submit to the WDB. Summaries should include the participant/worksites name, timeframe, general description of meaningful activities completed, any employer/participant feedback, and any other details that show the value-added benefit of the WEX to the participant, employer, or community. When possible, please include a photo related to the WEX.

References:

[TEGL 23-14 \(WIOA Youth Program Transition/Activities\)](#)

[DWS Guidance on the Provision of Work Experiences PS 10-2017](#)

[DWS Policy Statement 04-2015 OJT Using WIOA Funds](#)

<http://www.ncpublicschools.org/cte/curriculum/work-based/policies/>

<https://www.labor.nc.gov/>

<https://www.labor.nc.gov/workplace-rights/youth-employment-rules>

Program Year 2018 (*Issued May 2018 – Effective July 2018*)

Background

The High Country Workforce Area is under the authority of the High Country Council of Governments which serves as the Grant Recipient/Administrative Entity for the Workforce Innovation and Opportunity Act (WIOA) funds allocated for the operation of WIOA programs in Alleghany, Ashe, Avery, Mitchell, Watauga, Wilkes, and Yancey County(ies). As the Grant Recipient for the funding received under WIOA, the local workforce area will be governed by the procurement policy as developed in accordance with Federal, State and local policies.

Procurement Authority

The High Country Workforce Development Board (HCWDB), in conjunction with the Chief Elected Official (CEO), has oversight of all phases of the local workforce area's operations and has the responsibility to provide policy guidance for the local workforce area. The HCWDB has authority for the procurement of services using WIOA funds by the Grant Recipient/Administrative Entity. The HCWDB may at its discretion delegate certain functions within the procurement process to HCWDB staff and HCWDB Committees.

Responsibilities of the High Country Council of Governments Workforce Development Board Staff:

- In concert with the CEOs, the HCWDB, and its committees, the development of the Local Area Plan as required by the NC Division of Workforce Solutions;
- Development of all procurement documents;
- In concert with the CEOs, the HCWDB and its committees, review and evaluation responses to Requests for Proposals (RFPs) and other forms of procurement, in accordance with the Board's delegation of responsibility;
- The implementation of all HCWDB procurement decisions;
- Negotiation of contracts and other procurement agreements and document the process;
- Execution of contracts, contract modifications, and other awards as approved by the HCWDB;
- Processing procurement appeals/protests/disputes/claims; and
- Monitoring all contract activities.

Responsibilities of the High Country Workforce Development Board:

Aspects of the following responsibilities may be delegated to staff in accordance with Board policy and governance procedures.

- Development and approval of the Local Area Plan;
- Approval and oversight of the procurement process;
- Approval of WIOA program activities and funding levels;
- Approval and issue Request for Proposals (RFP) and proposal evaluation criteria;

- Approval of contracts, contract modifications, and other awards;
- Approval of termination of contracts and other awards for non-compliance; and
- Involvement in procurement appeals or protests.

Procurement Planning and Standards

Workforce development needs in the High Country Local Workforce Area shall be identified through strategic planning with the HCWDB and will be contained in the Local Area Plan. The local WDB staff shall be responsible for establishing sufficient time for all phases of the procurement process in accordance with statutory and regulatory requirements to ensure program continuity and fair treatment of potential service providers.

1. All procurement activities shall be conducted in compliance with all applicable Federal, State and local laws, policies and regulations.
2. Awards will only be made to responsible entities possessing the ability to perform successfully under the terms and conditions of a proposed procurement at a reasonable cost.
3. A written Code of Conduct governing the performance of the staff, officers, and agents involved in the award and the administration of contracts.
4. All negotiations of the contract for or with potential contractors/service providers must be arm's length negotiations. The definition of an arm's length negotiation is a negotiation where the parties to the negotiation have an opposing economic interest to that of the organization with which they are negotiating.
5. To the degree possible, all procurement transactions shall be conducted in a manner providing full and open competition. Such transactions shall not, in competitive procurements, contain features which unduly restrict competition. No unreasonable qualifications or requirements will be stipulated that will qualify or disqualify a potential service provider.
6. All necessary affirmative action steps shall be taken to ensure that minority firms, women's business enterprises, and community-based organizations are used when possible.
7. Occupations for which there is a demand for training will be identified to be used either in responses to RFPs or by current service providers.
8. A list of persons, firms, or other organizations which are used in acquiring goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition.
9. Proposed procurements will be reviewed to avoid purchase of unnecessary or duplicative items and to facilitate the acquisition of goods/services in the most economical manner.
10. It will be ensured that service provider contracts include adequate funds necessary for administration and supportive services. The level of administrative funding to be covered by the agreement should be determined through negotiations. If administrative funds are to be donated, the agreement must so stipulate.
11. Procurements shall not permit excess profit for private, for-profit entities.

12. Records will be maintained to detail the significant history of the procurement (i.e., rationale for method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract price). Such records shall consist of detailed HCWB minutes, detailed committee reports/minutes, correspondence, proposal reviews, ratings/evaluation documents, and negotiation records.

Competitive Procurement Methods

Competitive procurement is the strongly preferred method for procuring goods and services. This section describes the various competitive methods to be considered and the requirements of each method.

1. Micro-Purchase Option – Threshold \$0 - \$2,500: An acquisition of products or services where the aggregate amount does not exceed \$2,500. An exception to the formal procurement method is the case of purchases less than or equal to \$2,500 (i.e., micro purchases) or other lower threshold set by the WDB as deemed appropriate for purchases in their policies. Purchases below that threshold may be made without soliciting competitive price or rate quotations if the price is considered to be reasonable. A reasonable price may be by comparing to a previous purchase, personal knowledge of the item being purchased, or by comparing to similar items being purchased. Records still need to be kept for all purchases regardless of the procurement method used, including micro-purchases. Also, to the extent practicable, micro-purchases must be distributed equitably among qualified suppliers.
2. Small Purchase Option \$2,501 - \$5,000: A simple and informal competitive process for securing services, supplies and other property that do not cost more than \$5,000 in the aggregate on an annual basis is allowable. For purposes of economy, responsiveness to needs and administrative efficiency, procurements will be consolidated for similar needs (e.g., yearly requirements for office consumables or instructional materials), or break out project requirements into more than one procurement (e.g., separating computer hardware, and software) in order to procure the best and most effective items in each category. This option may **not** be used to purchase training services.

Purchase requirements will not be broken out for the sole purpose of staying under the aggregate limit of \$5,000. The following requirements must be met and documented:

- Price Quotes: A minimum of three price quotes is required, which are supported by documentation consisting of product or service catalogues, current price lists, or telephone quotes substantiated by a written record of the price and source providing the quote, which is signed and dated by the staff person who obtained the quotes. When minimum of three quotes cannot be obtained, the justification for sole source procurement must be met (see Section C).
- Basis for Selection: For most commodity goods/services, the basis for selection would be the lowest price. If the basis is something other than price, the criteria for selection must be documented (e.g., the need and benefit of the purchase and the relative advantage of the offering from the provider selected).

- Formal Document: A purchase order, letter of agreement, or contract must be issued. Unless required by local procedures, a bilateral contract is not required. Purchase orders, vouchers, bills, sales slips or similar records can provide documentation. **NOTE**: For the purchase of consumable materials under \$5,000 per transaction, non-competitive procurement is an option (see Section C).
3. Aggregate Purchase. Any aggregate purchase (purchase of multiple items of the same product) costing **\$5,000** and over, will have review and written approval by DWS before the purchase is completed. The filing will be submitted by the WDB to the assigned DWS Financial Monitor a minimum of ten (10) business days prior to purchase. Purchase documentation will be kept on file for review during the onsite financial monitoring.
 4. Request for Proposal (RFP) Method. An RFP is commonly used in procuring training or services for participants when potentially more than one entity would be submitting offers and program specifications are too broad to compare responses solely on the basis of cost. The solicitation must clearly specify deliverables and the basis for payment and incorporate a clear and accurate description of the technical requirements for the material, product, or services being procured (including quantities).

Contents of Request for Proposal: To ensure resulting proposals include the information needed to make sound award decisions, it is required that the RFP include the following elements, as appropriate to the services being solicited.

- Name and address of the High Country Council of Governments.
- Name, address and phone number of person(s) to contact regarding the solicitation.
- General description of the sub-grant program, including identification of the applicable federal and state laws and regulations with which the selected contractor must comply, to include at a minimum reference to the Workforce Innovation and Opportunity Act; USDOL Regulations; and any appropriate NC Division on Workforce Solutions policy statement(s).
- The population to be served and minimum levels of services to specific target groups.
- An estimate of the number/range of individuals to be served and expected results in each activity.
- Requirements for coordination, as applicable.
- Funding parameters by activity or program must include a reasonable amount. *An RFP with no funding or nominal funding will restrict competition and would violate the prohibition on noncompetitive pricing practices under 2 CFR 200.319(a) and 29 CFR 97.36(c)(1)(iii).*
- A description of the training and/or services to be provided.
- The period of performance.
- Applicable monitoring and reporting requirements, including, but not limited to, data entry, performance, and financial reporting.

- Other services or requirements (e.g., responsibility for eligibility determination, policy on support payments, audit requirements and work statement requirements) that will affect proper budgeting by the offeror.
- Prohibition against subcontracting without HCWDB approval.
- Line item budget of proposed costs, including any profit to be realized and/or funds to be contributed.
- Documentation to be supplied by the offeror to establish its programmatic and financial capability to perform the work.
- Requirements for preparation and submission of the proposal, due date and time, content and format, number of copies and location and method where the bid should be submitted.
- Process and procedures by which proposals will be evaluated for competitiveness, including identification of specific criteria which will be used.
- Description of the procedures for responding to bidder inquiries and a schedule for the receipt of proposals, including approximate dates for review and award.
- Conditions under which the completed contract may be modified and extended for additional years, if applicable.
- **Appeals Procedure** (Attachment 1) for contesting the procurement process.
- Affirmative action assurance that the offeror will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, the Non-traditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.

Contract Time Period: At the WDB's discretion, it may procure either single or multi-year program proposals and enter single or multi-year contracts. Multi-year contracts may not exceed a four (4) year period. Such multi-year contracts shall include provisions for first year funding and activity levels and provisions and conditions for the negotiation of subsequent year funding and activity levels.

Proposer Qualifications: Proposers will be required to submit their qualifications to function as a service provider. The provider, at a minimum, shall submit a brief description of the following: 1) organizational structure and experience; 2) personnel standards; 3) financial system; 4) latest audit; 5) bonding coverage; 6) procurement procedures; and, 7) monitoring procedures.

Bidder Log: A log will be maintained of all bidders that have requested and been sent an RFP.

Bidder Conference: A conference for potential bidders *may* be held after the RFP becomes publicly available. To maintain fair and open competition, the answers to questions that arise from the bidders' conference shall be provided to all entities on the bidders' list and all entities that have requested an RFP.

Amendment to Solicitations: Amendments will be accepted if submitted within the time frames of the original solicitation requirement. The closing submission date must be clearly stated in the RFP. Where late proposals are received, these shall be accepted and the date and time recorded. A letter shall then be sent to the proposer returning its proposal package and explaining why it is not being considered. The WDB reserves the right to accept or reject any and all proposals received in response to the RFP. Obligation to the bidder is contingent upon the availability of grant funds. No legal liability on the part of the WDB for payment of any money shall arise unless and until funds are made available to the WDB for procurement. The bidders shall be responsible for all costs involved in the development of the proposal.

Evaluation: The intent of the evaluation process is to certify that each proposal received meets the basic submission requirements (Proposal Review Criteria) and to determine the quality of each proposal.

The evaluation process may be divided into the following major steps: 1) a general review of proposals; 2) an evaluation of vendor qualifications; 3) an evaluation of the technical aspects of each proposal; 4) an evaluation of the cost aspects of each proposal; and, 5) an evaluation of demonstrated performance, effectiveness, potential for meeting performance goals, costs, and quality of training.

In concert with the WDB and its committees, the local WDB staff shall develop a process for conducting technical evaluations and the review of the proposals received and for selecting contractors. Using the evaluation criteria contained in the RFP, the local WDB staff will review all proposals that meet the submission requirements; will submit technical evaluation and other summary reports to the WDB or designated committee of all proposals received; and may make recommendations to the WDB/committee for contract award based on these factors and the apparent ability to operate the program efficiently and effectively, with price and other factors considered. Alternatively, at the committee's discretion, proposal reviews will be jointly conducted by WDB staff and a WDB subcommittee created specifically for that purpose. In such case, it is the responsibility of the committee to become familiar with the programs, services, and activities being solicited and to understand what is being asked of the bidders in the proposal request. WDB staff shall provide training, guidance, and/or technical assistance on an as-needed basis to the review committee.

After evaluation of the proposals received by the WDB staff and/or WDB committee and recommendation for award, the final selection of service providers will be made by the WDB. **The WDB will have the final authority for selection of service providers.**

Final selections will primarily be based on, yet not limited to, effectiveness, demonstrated performance, potential for meeting performance goals, costs, quality of training, participant characteristics, past workforce development experience and performance of the bidder, and non-duplication of services.

Upon the Board's selection, a letter will be sent to each successful and unsuccessful bidder that contains the WDB decisions related to that procurement.

5. Intention to Bid. The WDB may use this option when there is a high level of uncertainty regarding the number of proposals which will be received for a workforce service or activity and whether there will be a sufficient number of bids to justify the development of a solicitation.

This competitive method maintains the integrity of a competitive procurement process by identifying, through public notice, potential bidders to determine the feasibility of procurement.

Procedural Requirements: When using this option, the WDB will develop a set of preliminary training/service specifications for which the WDB intends to request bids. The specifications will include the following parameters:

- Date the proposed solicitations will be issued;
- Specific type of training/services to be performed;
- Estimated number of participants and/or available funds or ranges, if preferred;
- Expected period of performance;
- Geographic area to be served;
- Specific target groups to be served;
- Type of contract to be awarded; and
- Expected performance.

A public notification will be issued in the same manner as that used for the issuances of RFPs (e-newsletters and board website). In addition, letters or e-mail notifications will be sent to all applicable organizations on the bidders' list, requesting an indication of whether the organization intends to bid on specific training/services which are described in the letter, consistent with the specifications developed. The letter will indicate the date by which a response is to be received.

If the intention to bid process is used and no interest is received, noncompetitive sole source procurement may be used. When only one intention to bid response is received for a service of geographic area, every effort will be made to negotiate the desired training/services with that provider. However, if acceptable training/services cannot be negotiated, the WDB may use sole source procurement to obtain the training/service. A complete history of this process will be documented in the procurement file.

Limitations: Sole source procurement will not be used if more than one organization indicated its intent to bid. In this case, an RFP solicitation for the training/services advertised must be developed and transmitted to all who responded to the intention to bid.

6. **Sealed Bids.** Sealed bids procurement are publicly solicited and a firm-fixed price contract (lump sum or unit price) or other fixed-price arrangement is awarded to the responsible bidder whose bid, conforming with all the terms and conditions of the invitation for bids, is the lowest in price.

This method is appropriate and effective when the WDB is capable of specifying and describing the desired goods or services to be provided at high level of precision and completeness, such as commodity-type goods/services which are widely available in the marketplace; e.g., computer equipment and software, instructional and testing materials, furniture, or training available to the general public.

Procurement by sealed bids may not be used when securing program or activity type services.

According to 29 CFR 95.48 and 29 CFR 97.36, all procurement contracts and other transactions between Local Boards and units of state or local government must be conducted only on a cost reimbursement basis. There is no provision for profit allowed. (WIOA Section 184(a)(3)(B).)

In order for sealed bids to be feasible, the following conditions should be present:

- 1) A complete, adequate, and realistic specification or purchase description is available;
- 2) Two or more responsible bidders are willing and able to compete effectively for the business; and
- 3) The procurement lends itself to a firm fixed-price contract and the selection of the success bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements shall apply:

- 1) A Request for Quotation (RFQ)/Invitation for Bid (IFB) will be prepared. The RFQ/IFB will include full and clear definitions and descriptions of the items to be procured, key performance dimensions or specifications, format for submission of bids, submission deadline, and timeframes.
- 2) Distribute the RFQ/IFB to organizations on established bidders' list and publicly advertise the procurement in a local newspaper with WDB area-wide circulation or post to the WDB website (www.highcountrywdb.com), allowing sufficient time prior to the date of bid opening to permit adequate responses to the solicitation.
- 3) All bids shall be publicly opened at the time and place stated in the RFQ/IFB.
- 4) A cost and/or price analysis will be completed to determine the reasonableness of cost.
- 5) A firm fixed-price contract award will be made to the responsible offeror whose bid represents the lowest price and conforms to all the specifications in the RFQ/IFB and meets the demonstrated performance criteria.
- 6) Written notification will be provided to unsuccessful offerors promptly and documentation will be filed accordingly.

NOTE: The WDB reserves the right to reject any or all bids when there are sound reasons in the best interest of the program. This right will be communicated in the solicitation(s).

Non-competitive Procurement Options

Non-competitive procurement may be necessary in selected situations when competition is not available. This method should be minimized to the extent practicable, but every case must be justified and documented.

This section describes the options and criteria to be used in considering noncompetitive procurement, depending on the specific situation. Although not required, the WDB may consult with state staff when noncompetitive procurement is being considered and the appropriateness of the circumstances are uncertain.

1. **Small Value Purchasing Authority (SVPA)**. To purchase consumable materials without a formal award or competitive bidding process, the small value purchasing authority may be used **if all the following requirements are met:**
 - Purchases are limited to consumable goods and/or supplies and may not exceed \$5,000 per transaction.
 - It is used for immediate over-the-counter purchases and/or to take advantage of cost-saving purchases such as advertised specials. Splitting of orders into multiple orders to avoid the dollar limitation is not allowable.
 - Written guidelines governing the use of SVPA purchases are developed by the WDB.
 - Documentation of each purchase is maintained, such as a purchase order or detailed sales receipt to show the items bought.
2. **Emergency**. An emergency situation endangers lives, property, or causes the immediate discontinuation of a vital program and which can be rectified only by immediate on-the spot purchase (or rental) of equipment, supplies, materials, printing, or contractual services. In an occurrence of this nature, where the cost exceeds the micro-purchase limit (\$2,500) the WDB will contact the DWS Financial Monitor via email as soon as possible; noting the specific emergency and what measures are being taken to rectify the situation.

The WDB will negotiate with a potential vendor(s) in an effort to acquire the quality of good or service needed at the best possible price, delivery, terms and conditions. A solicitation document requesting or inviting an offer(s) shall be issued, including standard language terms and conditions unless circumstances prohibit their use.

Subsequently, whether or not such prior approval was possible, if the expenditure is over the WDB's micro-purchase limit, an explanation of the emergency purchase will be reported in writing to the DWS Financial Monitor. If under the WDB's micro-purchase limit, documentation will be included in the WDB's procurement file.

The use of sole sourcing for emergency situations will be infrequent and for limited time periods (i.e., reflecting the emergency). If the need generated by the emergency will continue over an extended period of time, a competitive procurement method must be used after the emergency has been resolved.

3. State Authorized Noncompetitive Procurement. The WDB may request authorization from DWS to use noncompetitive procurement in circumstances when the competitive procurement is not feasible to meet special need and the noncompetitive criteria do not address the special circumstances. A written request will be transmitted to DWS which will include the following information:
 - Purpose of the project
 - Agency(ies) involved and the collaboration to improved
 - The circumstances which justify noncompetitive procurement

The circumstances must involve a real collaborative effort to provide services which will benefit the clients of each agency's use of this criterion. It is not appropriate to procure a broker for services or a provider of services who has no client base to benefit from the project.

NOTE: The ability to use state authorized noncompetitive procurement may not be used if it violates local administrative entity procurement policy.

4. On-the-Job Employer Agreement. Agreements directly with employers for the provision of on-the-job training may be procured noncompetitively. If an intermediary "broker" is contracted to administer the OJT activity, the broker's services must be procured competitively.
5. One Service Provider. The WDB may use noncompetitive procurement if it has been determined that the item or service is available only from a single source. Efforts should be made during the next regular procurement cycle to determine if the particular item or service has become available from other sources.
6. Failed Competitive Procurement. The WDB may use noncompetitive procurement if it has conducted a competitive procurement process and only one or no competitive bid was received. When the WDB received one competitive bid, every effort must be made to negotiate desired training/services. However, if acceptable services cannot be negotiated or no competitive bids were received, sole source may be used to obtain the training/service. A complete history of this process will be documented in the procurement file.
7. Unsolicited Proposals for Services. This option is not intended to circumvent competitive procurement. It will be used to take advantage of worthy proposals that meet a need not addressed through the most recent solicitation process. Considerations in funding unsolicited proposals include but are not limited to the following:
 - These proposals must be reviewed and evaluated by the same criteria as those used to evaluate proposals received through competition.
 - The contract period for such awards should not be extended beyond the training cycle(s) proposed/funded so that the services may be included in the next competitive solicitation following the training.

- Unsolicited proposals for customized training from an employer or group of employers, or an agency acting on their behalf, should describe what the training will include (e.g., skills/competencies, methods of instruction), how the employer will be involved, and include commitment by the employer(s) to hire successful completers of the training.

To guard against complaints from proposers not funded, it is strongly recommended that procurement procedures specify whether or not unsolicited proposals will be accepted and if so, that similar unfunded proposals on the contingency list, if used, will receive priority for funding if they meet the need being addressed.

Unsolicited proposals for workforce services may be accepted throughout the year. An unsolicited proposal is one for which no request for proposals are made, but the proposal may contain a unique set of services which may be needed in the local workforce area. The proposal may be submitted directly to the WDB. The WDB will then determine: (1) if the purpose of the unsolicited proposal is appropriate, and (2) if so, the appropriate classification for inclusion into its workforce development plan as a competitive or noncompetitive proposal. The availability of funding resources will also be considered.

Additional Procurement Guidelines

WDB Agreements. The WDB may enter into an agreement or contract with another WDB to pay or share the cost of education, training, placing, or providing supportive services to individuals participating in programs funded by the WIOA. Any agreement must be approved by the WDB and described in the WDB's workforce development plans.

Review Process. Noncompetitive procurements must be reviewed for competitiveness and demonstrated performance, just as competitive procurements. Because of the emergency nature of some noncompetitive procurements, the review process may be different since time may be a critical factor with such procurements.

Reasonableness of Cost. A determination of cost or price reasonableness must be completed for each procurement action for which an award is made, *both competitive and noncompetitive*, including contract modifications and renewals (unless there is no monetary impact). In making the determinations, the allowability, allocability, appropriateness, and necessity of the proposed levels of projected costs must be considered in relation to the level and scope of services to be provided.

Independent Cost/Price Estimates. Development of independent cost/price estimates is required prior to receiving bids or proposals for all procurements. The estimates should be used for internal guidance in determining cost or price reasonableness and should not be included in the solicitation or provided to outside parties.

Cost Analysis. Cost analysis is required in determining the reasonableness of a line item budget in a cost reimbursable contract, or through a fixed price contract for specified deliverables in which the price is based on the line item budget and not on market prices. The attached **Program Cost Analysis Guide** (Attachment 2) may be used in the determination of reasonableness of costs decisions.

Offeror Certification of Cost Data. When cost analysis is required and there is inadequate competition (e.g., when using a line item budget to establish a fixed price contract and the deliverables are not available on the open market for price comparison), the offeror must certify that to the best of its knowledge and belief the cost data are accurate, complete and current at the time of agreement on the fixed price.

Contracts or modifications negotiated in reliance on such data will provide the WDB a right to a price adjustment if it is later discovered that the contractor knowingly submitted data that were not accurate, complete or current as certified (as in discovering through monitoring that the contractor has not hired the staff or purchased materials as proposed in the line item budget on which the fixed price was based).

Price Analysis. A simplified price analysis may be used in lieu of a cost analysis when reasonableness can be established on the basis of comparison of catalog or market prices of commercially available products, services or training packages sold in substantial quantities to the general public or based on prices set by law or regulation (e.g., tuition prices).

Contract Negotiations. The WDB must negotiate with contractors/service providers prior to contract execution to agree on work statement elements and verify the necessity of proposed costs in relation to the elements of service. Written documentation of the negotiations and the final outcome must be maintained in the procurement file.

High-risk contractors/service providers should be determined prior to negotiations so that concerns can be discussed and potential sanctions established during the negotiation process.

Range of Negotiations. Negotiations must be structured around WDB established priorities, policies, definitions, and parameters included in the solicitation. Negotiation ranges are further defined by the criteria and weights used to evaluate the competitiveness of bids submitted. Negotiations cannot alter the structure of the competitive environment established in the procurement process.

Negotiating Profit/Fees. Profit is defined as the contractor's/service provider's return after meeting all WIOA-related operating expenses. It is allowable for for-profit contractors/service providers only. Profit may be paid as a lump sum after services are delivered, in the form of a fee as incremental performance benchmarks are achieved or as part of a fixed unit price. In all cases, the earning of profit must be tied to the reasonable and measurable delivery of the contract objectives.

WDBs must not permit excess profit. Profit must be negotiated as a separate cost item and cannot be paid as a percentage of the contract cost. To establish a fair and reasonable profit, consideration must be given to the following criteria, which are included in the attached **Determination of Reasonableness of Profit Worksheets** (Attachment 3):

- the complexity of the work to be performed
- the risk borne by the contractor
- the contractor's investment
- the amount of subcontracting
- the quality of the contractor's record of past performance
- industry profit rates in the surrounding geographical areas for similar work
- market conditions in the surrounding geographical area

To document that excess profit was not permitted, contractor's/service provider's audits must include a profit schedule and the WDB must determine that the profit earned was reasonable in consideration of the work performed.

Determining Business Operation Capability. The WDB must verify the business operation capability of each potential service provider. Information required to make this determination may be required with submission of the proposal (if an evaluation factor) or obtained during a pre-award review, but the determination must be made prior to contract execution. Items for consideration include the following:

- staffing capabilities
- business licenses and/or registrations with appropriate oversight agencies
- adequate accounting systems
- sufficient bonding and insurance coverage
- determining Absence of Debarment and Suspension. The WDB must ensure that the organization is not on any current federal, state or local "debarment and suspension" list. The subrecipient must require each prospective bidder to certify that it is not on any federal, state or local debarment or suspension list. A "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions" form must be executed and included in all contracts of \$25,000 or more.

Procurement Records. The WDB must develop and maintain a record/file of each relevant procurement sufficient to detail the significant history of the procurement and support the procurement decisions made. The record should include the following information as appropriate for the type of procurement:

- Evidence of WDB involvement in the decision-making and planning process.
- A copy of the solicitation package (e.g., RFP/RFQ/IFB/ITB).
- A copy of the public notification.
- Bidders' list to which notices were mailed.

- List of all organizations/entities sent a solicitation package (i.e., RFP/RFQ/IFB/ITB)
- Agenda and minutes of the bidders' conference, if a conference is conducted.
- A copy of each question asked and the answer issued, if applicable.
- Log sheet of bid proposals received, including the date and time.
- A copy of each bid which was received.
- Rating and scoring sheets completed during the evaluation process.
- Business operation capability evaluations.
- Documentation of the rationale for selection and funding of any offeror which did not receive the highest score/ranking in the evaluation process.
- Evidence of WDB approval of the procurement.
- Completed Memo of Negotiations for each subrecipient contract.
- Completed cost analysis for each selected bidder.
- A copy of any submitted grievance(s) and the resolution of each.
- High risk determinations and special award/contract conditions, if appropriate.
- Completed profit analysis, if appropriate.

Contracting

This section identifies the allowable contract instruments which can be used. Each instrument is described in terms of appropriate use and a description of general provisions and specific contract provisions which must be included in contracts.

One of the first considerations in developing a contract is the relationship the WDB expects to have with the organization delivering the services. Based on the complexity of the work to be performed, these relationships fall into two categories:

- A vendor relationship exists when the WDB enters an agreement to purchase generally required goods and services which are available and sold to the general public during normal business operations.
- A subrecipient relationship exists when an award is made to provide specific WIOA services that are not provided to the general public, based on negotiated specifications.

Both vendors and subrecipients are defined as service providers.

Vendor Contracts: *Fixed price contracts must be used with vendors.*

Fixed Price Contracts. A fixed price contract is used to purchase generally required goods and services which are sold to the general public during normal business hours at an agreed upon price regardless of the contractor's cost incurred. The appropriate uses of fixed priced contracts are provided below:

- For the purchases of equipment, supplies or materials when a purchase order is not appropriate.
- For the purchases of personal services of consultants when the deliverables are specifically defined and priced. Consultants and personal services contracts, costing \$5,000 and over, must

be filed with DWS Financial Monitor before the contract is finalized. The filing is to be submitted to DWS a minimum of ten (10) business days prior to execution of contract. During the onsite monitoring, the DWS Financial Monitor will review the contract documentation against the filing submitted to DWS. The filing submitted to the DWS must include the following:

- a. The cost of the proposed contract;
- b. The starting and ending dates;
- c. The purpose of the contract;
- d. The list whether the procurement is Competitive or Noncompetitive; and,
- e. The funding source to be used.

The contract must identify the specific deliverables and the related price for each deliverable for which payment will be made.

Subrecipient Contracts

1. **Cost Reimbursable Contracts:** WDBs may use a cost reimbursable contract for any form of procurement. In this type of contract, reimbursements are made to the contractor for actual expenses incurred in the provision of goods/services. Under cost reimbursable contracts, the primary risk in achieving a reasonable relationship between expenditures and results fall to the WDB in negotiating line costs.

This type of contract is required for procurement transactions between units of state or local governments and any other entity organized principally as the administrative entity for the local workforce development board.

Each contract must contain a detailed line item budget specifying the expense items and estimated amounts for all costs. All costs in the approved budget must be allowable and properly allocated among the cost categories that will benefit. The contract must fully describe the services to be delivered and the invoicing and payment and procedures including signatory authority for the submission of invoices. Any provisions of flexibility in expenditures among the specific line items must also be described in the contract.

2. **Cost Reimbursable Contracts with Profit:** A cost reimbursable contract may include a profit element when an incentive is appropriate to induce a private for-profit contractor/service provider to provide WIOA training or services.
3. **Fixed Price Contracts:** The use of a fixed price contract is limited to specific circumstances in which a contractor/service provider agrees to deliver specified WIOA services at a negotiated price. These situations might include such services as eligibility determination assessment or case management with a detailed work statement, with a unit price established for each deliverable, e.g. number of enrollments, number of assessments, etc.

This type of contract differs from a fixed unit price, performance based contract only to the extent that it provides for delivery of a specific service, regardless of participant outcomes. Requirements for establishing and paying the fixed price are the same, except that payment conditions must be based on the delivery of measurable units of service, rather than on participant outcomes.

4. Hybrid Contracts (Cost Reimbursable with Fixed Price Element): Hybrid contracts incorporate a combination of cost-reimbursement and fixed price characteristics. In these contracts, some cost items will be separately identified to be reimbursed on actual costs incurred and other cost items will be units identified as a fixed price.

These contracts must be negotiated and executed on the basis of detailed line item budget in which the cost items to be reimbursed are separately identified from the fixed price element(s). The requirements applicable to the cost reimbursable and fixed price contracts will apply to each separately identified set of expenses.

5. Fixed Unit Price/Performance Based Contracts: Fixed unit price/performance based contracts are allowable for employment and training services as an incentive for contractors to perform efficiently and achieve high levels of participant outcomes. The following requirements apply in establishing a fixed unit price and the condition for payments:
 - A cost analysis of all cost elements, i.e., line item costs, must be conducted and documented, and reasonableness of the unit price determined,
 - The fixed unit price must be allocated to benefitting cost categories based on the ratios established in the cost price analysis,
 - The offeror must certify in writing that cost data are accurate, complete and current at the time of agreement on price. The awarding agency must retain the right to a price adjustment if it is discovered that the subrecipient knowingly submitted data that were not accurate, complete and current,
 - Payment conditions must include measurable participant outcomes (e.g., quantifiable levels of skill attainment, placement in training-related position, a placement wage requirement, job retention).

General Contract Provisions for All Contracts

Except for small purchases for which a purchase order is appropriate, the WDB must award a bilaterally executed contract which includes at a minimum, the fixed price and/or estimated costs, a description of the scope and extent of work performed or specification of the goods/services to be provided and the period of performance. (**NOTE:** There is no requirement that fixed unit price agreements establish minimum or maximum quantity or funding levels to require performance or limit obligations. However, it is strongly recommended that a maximum be included in the agreement to identify obligations and to manage risk.)

The WDB must include in each vendor and subrecipient contract the following provisions and must require that the contractor include the provisions, or references to them, in any subcontracts:

- Remedies: A provision which will allow for administrative, contractual, or legal remedies if the contractor violates or breaches terms of the contract and which provides for appropriate sanctions and penalties.
- Termination: A provision for termination of the contract for cause and for convenience by the awarding agency and for termination because of circumstances beyond the control of the contractor. The provision must include an identification of the conditions under which termination actions will be taken, the manner in which actions will be taken and the basis for settlement.
- Modification: A provision defining the conditions under which the contract can be modified, including specification of the conditions by which the contract can be unilaterally modified by the WDB.
- Assignment: A provision prohibiting the assignment of the contract to another party.
- Funds Availability: A provision for withdrawal of funds from the contract as a result of discontinued or more limited funding to the WDB from its funding source.
- Coordination of Grant Funds: A provision for coordination, documenting and reporting funds from High Education Act grants (e.g., Pell, Supplemental Educational Opportunity Grant (SEOG)), and other sources that are used in conjunction with WIOA funds on behalf of participants.
- Payment Conditions and Delivery Terms: A provision which describes conditions under which payments will be made, the documentation required for invoicing and the timeframes for submission and payment of invoices. (Payment conditions depend on the type of contract used.)
- Contract Period: Subrecipients may, with sufficient justification, renew an annual-contract for two (2) additional years without benefit of competitive procurement, not to exceed a total of three (3) years. Each renewal shall be limited to a one (1) year period. Renewal of an annual contract shall not preclude the contract negotiation requirement or the cost or price analysis process. This requirement applies except in the case of noncompetitive procurement under the emergency criterion and unsolicited proposals. If establishing a contract period which crosses program years, contract provisions must address the longer period of performance.
- Audit Responsibilities: A provision describing contractor's/service provider's audit responsibilities. In the case of vendors, in lieu of an audit the right of access to vendor records of program charges and to staff for interviews must be included.
- Data/Copyrighting: A notice of WIOA requirements pertaining to rights to data or products developed with the use of WIOA funding. Specifically, the awarding agencies, the DWS and the US Department of Labor must have unlimited rights to any data first produced or delivered under the agreement including agreements which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing programs, including the input of data. There must also be a notice of WIOA requirements pertaining to copyrighting only in contracts which involve the use or development of copyrighted materials.

- Reporting Requirements: A description of the WDB requirements for reporting data and other information.
- Complaints: Information for filing a complaint or grievance.
- Records and Retention: A description of the records which must be maintained and the applicable record retention period defined.

Additional Provisions for Subrecipient Contracts

In addition to the general provisions required for all contracts described above, the following provisions are required for contractor/service provider contracts only:

- Adherence to Applicable Laws and Regulations: A provision that the contractor/service provider will adhere to all applicable federal, state and local regulations, laws and policies, including:
 - Certification Regarding Lobbying (29 CFR Part 93)
 - Drug-Free Workplace Requirements Certification (29 CFR Part 98)
- Use of Program Income: A provision defining the procedures and criteria for the disposition and use of program income earned by the contractor, if applicable.
- Non-duplication of Services: An assurance that facilities and services are not duplicated through the contract unless it has been established that alternative services or facilities would be more effective or more likely to achieve performance goals.
- Equal Opportunity: The WDB must include the following equal opportunity provision **verbatim**; and must require that its contractors/service providers include the clause in any of their contracts which has, or is expected to have, an aggregate value exceeding \$25,000 within a 12-month period.

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act (WIOA); including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Americans with Disabilities Act of 1990; as amended; the Age of Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.*
- b. The contractor will not discriminate against any employee or applicant for employment, or program applicant/participant because of race, color, age, religion, sex, disability, national origin or political affiliation or belief. The contractor will take affirmative action to ensure that*

applicants are employed/selected and that participants and employees are treated during their period of employment/participation without regard to their race, color, age, religion, sex, disability, national origin, political affiliation or belief. Such action must include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.

- c. The contractor will, in all solicitations or advertisements for employees or participants placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, disability, national origin, political affiliation or belief.*
- d. The contractor will permit access to any contract-related books, records and accounts by the contracting agency, the State, and the US Secretary of Labor for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.*
- e. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts and such other sanctions may be imposed and remedies invoked as provided by rules, regulations and orders of the Secretary of Labor, or as otherwise provided by law.*

- Compliance with Contract Work Hours and Safety Standards Act (40 U.S.C 327-332): Contracts for the construction and repair of any government building funded by WIOA and whose values exceeds \$2,500 must include a statement referencing compliance with (c)(3)(iii) of the Contract Work Hours Safety Standards Act. This requirement does not apply to contracts for the purchase of supplies or materials or articles ordinarily available on the open market, or to work where the USDOL assistance is in the form of a loan guarantee or insurance.
- Safety: The WDB must include in all construction contracts in excess of \$2,000 which involve the employment of laborers or mechanics provision requiring the contractor to comply with 29-70.21613 (c) (3); except if the contract is subject to the Davis-Bacon Act, the following provision must be included:

“The contractor shall not require a laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety.”

- Compliance with Copeland Anti-Kickback Act (40 U.S.C 276c and 18 U.S.C. 874): Contracts in excess of \$2,000 for construction, completion, or repair of public buildings, public works, or building work

financed in whole or in part by federal funds, must include the provision prescribed in 29 CFR 5.5 (a)(5), requiring compliance with the Copeland Act. The Copeland Act prohibits illegal deductions or kickbacks of wages to which employees are otherwise entitled. The WDB must report all suspected or reported violations to the State.

- **Certification Regarding Lobbying:** Executed contracts with value in excess of \$100,000, must include a provision which prohibits the use of federally appropriated funds for lobbying the Executive or Legislative branches of the Federal Government in connection with a specific contract, grant or loan. The WDB must ensure that the contractor completes and signs a “Certification Regarding Lobbying” form so indicating. The provision must also specify that the contractor must complete a “Disclosure of Lobbying Activities” form for any and all lobbying activities which are supported by other than federally appropriated funds.
- **Buy American Notice Requirement:** In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under the Workforce Innovation and Opportunity Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 USC 10a et seq.). See WIOA Section 502 - Buy American Requirements.
- **Salary and Bonus Limitations:** None of the funds appropriated under the heading ‘Employment and Training’ in the appropriation statute(s) may be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Uniform Guidance. Where states are recipients of such funds, states may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub recipients of such funds, taking into account factors including the relative cost-of-living in the state, the compensation levels for comparable state or local government employees, and the size of the organizations that administer federal programs involved including Employment & Training Administration programs.

See Public Law 113-76 (Division H, Title I, Section 105), and [USDOL Training and Employment Guidance Letter \(TEGL\) Number 05-06 for further clarification.](#)

- **Intellectual Property Rights:** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal purposes:
 - i. the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and
 - ii. any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including by not limited to curricula, training models, technical assistance products, and any related materials).

Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work,

where the U.S. Department of Labor has a license or rights of free use in such work. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable for grant activities.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.”

- **Veterans’ Priority Provisions:** This program, funded by the U.S. Department of Labor is subject to the priority of service requirements of 38 USC 4215 and 20 CFR Part 1010. Section 4215 of Title 38 requires that priority of service be provided to veterans and spouses of certain service members and veterans for the receipt of employment, training, and placement services ([TEGL No. 10-09](#)).

Subrecipient Work Statement Requirements

The following elements are required in contract work statements with contractors/service providers who will provide participant training, and in other contract work statements as appropriate to the services to be provided or the work to be performed. Other contract requirements may be added at the discretion of the WDB.

- **Training Activities:** A description of the type and duration of the training activity including, if applicable, length of training cycles and the approximate number of participants per cycle.
- **Other Training and Support Activities:** A description of other specific services and activities to be provided such as assessment, the administration of specific test instruments, individual service strategy completion, counseling, job development, placement, work experience, support payments, follow-up and their relationship to the training activities.
- **Placement Targets/Wages:** Occupational targets considered as training related placements, as well as the related placement wage for each target. Wages should reflect the prevailing local wage for the occupation, based on local or regional surveys.
- **Participant Completion Definition:** A description of the skill levels to be acquired and the method(s) for measuring attainment.

- Program Entry Requirements: A description of the minimum skill levels required for entry into the program. Any educational requirement should reflect the minimum skills needed to successfully complete training. Occupational skill requirements should reflect an absence of skills necessary for entry employment in the occupation of training. The method to be used to assess the skills must be included.
- Target Population: A description of the participants to be served in the program by number, key demographic or target group characteristics.
- Staffing Management Plan: A description of each job title and primary responsibilities, number of staff per job title and percent of time committed for each position to the contract. This breakout may be included in the work statement or as backup to the line item budget. It is recommended that an organizational chart and related job descriptions/qualifications of the individuals in the WIOA funded positions be attached to the contract to verify the adequacy and abilities of the staff to deliver quality services and provide effective monitoring/oversight of performance.
- Program Performance: The planned number of eligible individuals must be identified (by group, if applicable) who are to be enrolled, complete training and meet performance outcome/retention criteria.
- Facilities: A description of the facilities and location to be used during training/contract period.
- Equipment: An itemized listing of the equipment (e.g., computers, etc.) to be used in the program in accordance with the requirements of the training.
- Training Supplies and Materials: An itemized listing of training supplies and materials (e.g., work tools, work books, supplies) to be used in class-sized programs, in accordance with the requirements of the curriculum and the number of participant slots.
- Implementation Schedule: The period of performance and any requirements related to minimum start-up and completion dates for individual training cycles.
- Subcontracts: Any third parties to whom any part of the contract will be subcontracted must be identified and their responsibilities defined. All applicable work statement items will flow to the subcontract contract, with the sole exemption being the on-the-job training employers.
- Coordination: A description of coordination arrangements with other organizations which will contribute funds or provide services on behalf of program participants. This description should correlate to a statement of shared/contributed costs in the budget section.

NOTE: When payments are tied to performance, the work statement elements must be consistent with payment conditions stated in the contract.

Timely Contract Execution/Use of Pre-Agreement Letters

As a standard operating procedure, subgrant funds are to be obligated and disbursed to contractors in accordance with a fully-executed contract and/or subcontract. When the risks associated with having a fully-executed contract are outweighed by the need to provide services, the use of a pre-agreement letter should be used to clarify expectations until a fully executed contract is finalized. Such costs are allowable only to the extent that they will be incurred after beginning of the contract period. The letter should be executed by the WDB prior to program start-up. At a minimum, the letter should contain the following information:

- A general description of the service to be provided.
- The negotiated line item budget for the project.
- The period of the proposed contract.
- A statement indicating that a fully-executed contract will be in place within a specified period, e.g., 60 days.
- A statement indicating that no money will be exchanged between the parties until the contract is executed.
- Names, titles and signatures of the individuals for both entities planning to enter the proposed contract and agreeing to terms outlined regarding negotiated contract costs.

Contract Administration and Records

WDBs must maintain a system for contract administration to ensure that service providers and other suppliers comply with the terms, conditions and applicable performance requirements of contracts or purchase orders and to ensure adequate and timely completion of all transactions.

Monitoring

All WDBs must maintain a system for contract monitoring (both programmatic and fiscal) to ensure that contractors/service providers comply with the performance requirements and provisions of the contracts.

Contract Files

All WDBs must maintain a file on each executed contract sufficient to document the record of the contract, performance against the contract and payments made. The file should include the following elements:

- Executed contract and modifications.
- Cost/price analysis for each modification or documentation as to why it was not required.
- Official correspondence.
- Memos to file.

Property Control

All WDBs must develop procedures and maintain controls for property acquisition, utilization, maintenance, and disposition. A physical inventory of all property costing \$500 or more per unit and having a useful life of one year or more must be performed at least once a year.

Reference: [Policy Statement PS 21-2017](#)

High Country Workforce Development Board Procurement Appeals Policy

BACKGROUND

The federal Workforce Innovation and Opportunity Act (WIOA) mandates the establishment and maintenance of a procedure for grievances or complaints about its services and activities from participants, subgrantees, sub-contractors, and other interested persons.

This policy applies to the Requests for Proposal (RFP) process only and provides a procedure to handle complaints by service providers or prospective service providers. For purposes of this document, any use of the words "complaints" or "grievance" refers to the appeals process relating to the procurement of WIA services.

POLICY

Written notification of service provider selection is provided to each entity submitting a proposal. A service provider, potential service provider, or any entity adversely affected in the selection of the service provider may file a complaint. The following steps outline the procedure which these entities may follow to make an appeal of the service provider selection.

- A. The service provider, potential service provider, or any entity adversely affected in the operator selection process may file a formal complaint with the High Country Workforce Development Board.
- B. The written complaint must specifically state the decision, the basis for the complaint, and the remedy sought by the complainant. All matters not raised in the complaint will be deemed waived.
- C. The written complaint must be made to the Chairman of the WDB seven (7) working days of the postmarked date of written notification to all bidders following the selection of service providers. To be considered valid, a copy shall also simultaneously be provided to the Workforce Development Director.
- D. In making a determination, the WDB Chair may choose to call a hearing, at his or her discretion, at which time the Chair may, at his or her discretion, take oral or written evidence and may entertain oral or written argument. Any entity that could be affected by the complaint shall be notified of such hearing and shall be permitted the opportunity to be present and/or submit evidence. Any such hearing will be held within thirty days of receipt of the written complaint.
- E. In making a determination whether to call a hearing, the Chairman will consider the merits of the complainant's written complaint. No hearing shall be called for a complaint which is deemed frivolous, nor for a complaint which does not meet the guidelines as outlined above, nor for a complaint which is not based on relevant RFP or evaluation factors.

- E. The decision of the WDB shall be reached by majority vote of the members present. The determination and basis for the determination shall be rendered orally at the conclusion of the hearing and followed up in writing to the complainant and any affected party. The written response will be provided no more than ten (10) days following the completion of the hearing.
- F. For information purposes, the WDB staff will forward information regarding procurement protests to the NC Division of Workforce Solutions.
- G. Interim Determinations by the Workforce Development Board during the Appeals Process. While a procurement appeal is pending, the initial decision of the WDB regarding service providers shall be followed to avoid interruption in services to customers. The WDB may, however, by majority vote, determine that the initial decision shall be suspended until determination of the complaint and appeal, and may, by majority vote, determine that the situation is an emergency situation necessitating a change in the initial decision pending determination of the complaint and appeal. These interim determinations are not subject to appeal.

High Country Workforce Development Board
Program Cost Analysis Guide

INTRODUCTION

This cost analysis guide provides a framework for determining prices and evaluating reasonableness of costs associated with the operation of Workforce Innovation and Opportunity Act (WIOA) Title I-funded activities in the Workforce Development Board (WDB) service area.

An objective cost/price analysis will enable the WDB to provide the services available to the greatest number of people. The object of the WIOA is to help people obtain employment. A contract that is obtained for the best price is one that most efficiently uses the available funds to provide quality services to the most participants. This is the goal of the WDB, and an objective cost analysis will help the WDB to determine the best service providers.

In performing cost analysis, the assigned staff must perform discrete functions. First, they must verify the cost and pricing data submitted and evaluate the cost elements in that data. This includes judging the necessity for and reasonableness of proposed costs, including allowances for specific contingencies. It also includes evaluating the service provider's cost trends on the basis of current and historical cost or pricing data. This function also includes conducting a technical appraisal of the estimated labor, material, and other requirements proposed. This first analysis step may also require evaluators to apply negotiated, audited, or proposed indirect cost rates to determine the contract price, where such rates are proposed.

A second element of cost analysis is comparison of costs proposed by service providers with other data. This data includes actual costs incurred by the same service provider in the past. Cost analysis can also compare the current proposed costs with previous cost estimates from the same service provider or from other service providers for the same or similar items. It is appropriate and helpful to compare costs with those proposed by other service providers in the same procurement process.

In addition, a cost analysis will be performed to verify that the service provider's submitted costs are in accordance with applicable contract cost principles. These cost principles define and describe the meanings and limits of a variety of costs. Costs that do not conform to these meanings and limits are not allowable. State or local laws and regulations may make certain costs unallowable or place limits on costs in addition to those cited in WIOA provisions or regulations.

ANALYSIS PROCEDURE

The cost analysis procedure may vary by program; the reviewer may require more justification of some types of programs than other types in order to strengthen the capability to analyze costs. However, common elements for the reviews of all programs include the following steps:

1. check computations,
2. review for completeness of information;
3. review for proper cost categorization
4. determine the estimating base, and
5. determine the allowability of the proposed estimate.

Allowability includes:

- Necessity
- Reasonableness
- Terms of the contract
- Cost principles
- WIOA regulations or policies
- State policies, and
- WDB policies.

In addition to these guidelines, the WDB may employ any or all of the following procedures to determine cost reasonableness:

1. development of an independent estimate for planning and comparison purposes,
2. comparison of competitive bids, where available,
3. comparison of prior quotations/contracts with current proposals for the same or similar programs,
4. comparison of prices on published price lists,
5. comparing the proposer's estimated cost to actual costs incurred for former programs of the same or similar nature (historical cost data should be adjusted for inflation and any upward or downward price trends), and
6. any other cost analysis available.

It is equally important that the contract reviewer have a technical understanding of the contract requirements. In addition to the ability to determine excess costs, the reviewer should be reasonably certain the proposer has requested enough funding to fulfill contract requirements.

CONTRACT

All contract applications will require detailed line item budgets.

MODIFICATION

Where contract modifications that affect the contract budget are justified and allowed in the WIOA Administrative Entity's procurement policy, another cost analysis must be performed.

OPTION YEAR(S)

Where solicitations seek second-year or third-year operations or option year cost proposals from service providers, these proposals will be subject to the same detailed cost/price analysis as the first year. The reviewer must examine how the subsequent year costs will change from the ones in the first year. Unless the RFP calls for a reduced scope of work in the subsequent year, usually the work will be the same.

However, in nearly all instances, costs may change. For example, inflation occurs, contractor personnel usually receive pay raises, etc. Thus, the cost of labor and materials usually rise, but they do not rise equally. Also, improvements in efficiency and the work experience level of personnel can result in lower costs. The reviewer will have to analyze the second year costs in the same manner as other costs.

DOCUMENTATION

Documentation is vital to the cost analysis process. It provides a record of the entire analysis and will be used to justify actions taken. Documentation will be used to justify the rating given to a particular offeror, to use as a basis for discussion and negotiation with the offeror, to use in the event of a challenge of the award, and finally to use during contract monitoring and administration.

COST ANALYSIS WORKSHEET

Part I – General

Bidder:		
1.	Offeror computations checked and verified Problems/Comments:	<u>Yes</u> <u>No</u>
2.	All necessary cost elements included Problems/Comments:	<u>Yes</u> <u>No</u>
3.	Offeror supporting documentation and justification complete Problems/Comments:	<u>Yes</u> <u>No</u>
4.	WIOA cost categorization (Administration, Program) Correctly categorized Need more information (detail below) Problems/Comments: It is with	<u>Yes</u> <u>No</u>

Part II – Specific Costs

Cost Element	Necessary/Reasonable	Basis for Judgment (Check One or More)
1. Staff Costs	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		
2. Fringe Benefits (For tax-based elements, be sure that rates and bases are current.)	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		

Cost Element	Necessary/Reasonable	Basis for Judgment (Check One or More)
3. Materials Training/Program	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		
4. Materials Supplies/General	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		

Cost Element	Necessary/Reasonable	Basis for Judgment (Check One or More)
5. Equipment	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		
6. Facilities	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		

Cost Element	Necessary/Reasonable	Basis for Judgment (Check One or More)
7. Communications (for example: telephone, website)	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		
8. Insurance/Bonding	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		

Cost Element	Necessary/Reasonable	Basis for Judgment (Check One or More)
9. Staff Travel	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		
10. Consultants	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		

Cost Element	Necessary/Reasonable	Basis for Judgment (Check One or More)
11. Accounting/Audits	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		
12. Legal Services	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		

Cost Element	Necessary/Reasonable	Basis for Judgment (Check One or More)
13. Photocopying/Printing	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		
14. Supportive Services	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		

Cost Element	Necessary/Reasonable	Basis for Judgment (Check One or More)
15. Indirect Costs (When proposed, ensure that costs not duplicated in direct costs.)	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		
16. Subcontracts (Review subcontractor cost/price proposal)	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		

Cost Element	Necessary/Reasonable	Basis for Judgment (Check One or More)
17. Other (Specify)	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		
18. Other (Specify)	<u>Yes</u> <u>No</u>	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify)
Comments/Concerns/Problems:		

Part IV – Conclusions

Prepare a brief narrative citing:

- 1) Specific additional cost justifications needed;
- 2) Recommended adjustments to specific cost elements; and
- 3) Any other comments about cost/price proposal.

(Use another sheet of paper if additional space is needed.)

Part V – Signature(s)

Completed by: _____

Date: _____

DETERMINATION OF REASONABLENESS OF PROFIT

Assign an overall rating of low, medium, or high to each criterion, after analyzing each of the elements.

- A **Low** rating indicates a low level of effort; low profit justified.
- A **Medium** rating indicates an ordinary effort, *e.g.*, a standard curriculum, some assistance in program delivery, etc.; medium level of profit justified.
- A **High** rating indicates an extraordinary level of effort will be needed for program delivery, *e.g.*, innovative program, strong service to groups with barriers, etc.; high profit justified.

OFFEROR _____

Overall Rating _____

Rating completed by: _____

Date: _____

1. **Complexity of Work** **Low** _ **Medium**_ **High** _____

Will the offeror be responsible for the full range of services for program participants, *i.e.*, recruitment, certification, assessment, case management, training, placement, follow-up through retention?

Yes ___ No _ _ Somewhat _ _

Will the offeror provide multiple training through several components, *i.e.*, basic skills, pre-employment skills, vocational skills, work-based training, job search?

Yes ____ No _____ Somewhat _____

Will the training be in higher skills, and will the offeror be required to serve a high number of individuals with multiple barriers?

Yes ____ No ____ Somewhat _____

Will the offeror be expected to achieve a high level of coordination in providing training or services?

Yes ___ No ____ Somewhat _____

Will the offeror be required to have an accounting system capability to make direct participant payments or reimburse employers directly?

Yes _ No _____ Somewhat _____

2. **Contract Risk** **Low** _____ **Medium** _____ **High** _____

Will the offeror be reimbursed for all expenses incurred in program delivery?

Yes _____ No _____ Somewhat _____

Is the program design new and/or innovative?

Yes _ _ No _ _ Somewhat _ _

Will the offeror be required to achieve multiple program outcomes?

Yes _ _ No _____ Somewhat _____

Is a high level of service required to hard to serve groups?

Yes _ _ No _____ Somewhat _____

Are placement and retention goals high?

Yes _____ No _____ Somewhat _____

3. **Contractor Investment** **Low** _____ **Medium** _____ **High** _____

Was the offeror required to develop an innovative, complex program design?

Yes _ _ No _____ Somewhat _____

Will the offeror be responsible for managing services at multiple sites?

Yes __ No _ _ Somewhat ____

Will the complexity of the program require complex accounting and participant recordkeeping?

Yes _____ No _____ Somewhat _____

Will costs be reimbursed on a regular basis, or payments for performance made intermittently?

Yes _____ No _ _ Somewhat _ _

4. **Subcontracting**

Low _ _ Medium _ _ High _ _

Will the offeror rely on subcontracts for program delivery?

Yes _ _ No ___ Somewhat _____

Could the level of subcontracting impact negatively the offeror's performance, *i.e.*:

- If OJT or customized training, the employer commits to hire prior to subcontracting; therefore, any negative impact would more likely be related to the offeror's inability to counsel and motivate the participant.
- If other types of training are subcontracted, with the offeror responsible for placement, poor training could negatively impact the offeror's ability to place the participant.
- If only support services are contracted, they would bear no impact on performance.

Yes ___ No ___ Somewhat ___

5. **Past Performance**

Low _____ Medium _____ High _____

Past performance should be rated in terms of rewarding high performance with higher profit.

Give a **High** rating if in the previous year the offeror achieved all performance goals at a level of 90% - 100%.

Give a **Medium** rating if in the previous year the offeror achieved all performance goals at a level of 80% - 89%.

Give a **Low** rating if in the previous program year the offeror achieved only 70% - 79% of its performance goals.

If in the previous program year the offeror achieved less than 70% of its performance goals, its past performance should be considered unsatisfactory and negative consideration given to this criterion in determining reasonableness of profit/program income.

If the offeror did not have a contract in the previous program year, the lack of rating for this criterion should not negatively impact the determination of reasonable profit.

6. **Industry Profit Rates**

7. **Market Conditions**

After a consideration of the aforementioned criteria, the rating schedule below will be used to determine a reasonable level of profit.

- **LOW** Rating: A profit equal to 3% - 5% of proposed operating costs is considered reasonable.
- **MEDIUM** Rating: A profit equal to 6% - 8% of proposed operating costs is considered reasonable.
- **HIGH** Rating: A profit equal to 9% - 12% of proposed operating costs is considered reasonable.

High Country Workforce Development Board

Conflict of Interest Policy

The purpose of the Conflict of Interest Policy is to protect the interest of the High Country Workforce Development Board as a public body charged with the oversight of federal and/or state funds, when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, staff member, or director or might result in a possible excess benefit transaction. This includes persons and entities involved in the competitive selection processes to identify service providers and award funding using federal funds which must be free of conflicts of interest: real, apparent, or organizational.

This policy and the following elements is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to organizations responsible for maintaining the public trust for the use of federal, state, and other grant funds for the purpose of carrying out goals and program requirements, including the responsibility to maintain the reputation and integrity of the entity, organizations, agencies, and programs.

I. Boards

It is the policy and expectation of the Workforce Development Board (WDB) that its Members will fulfill the fiduciary duties applicable to their service as Members of the WDB. Due to the legal and statutory structures of the WDB, it is expected that conflicts of interest may arise, and this policy is intended to provide a framework that will allow the work of the WDB to be achieved without the fact of or appearance of impropriety.

Where this document references “Member” it shall mean any agent, WDB employee, officer, service provider contractor, and Board Member. The WDB and all other agencies receiving direct financial assistance through the Workforce Innovation and Opportunity Act (WIOA) shall avoid conflict of interest, real or apparent.

It is the responsibility of each Member to govern the actions of all other Members in compliance with the Conflict of Interest Policy. If a Member thinks there is a possibility of a conflict of interest, real or apparent, on the part of another Member, it is his or her affirmative responsibility to immediately bring the matter to the attention of the Workforce Development Board Director.

Therefore, no WDB Member will discuss, present proposals, or vote on any issue as to which the Member has an economic interest unless specifically questioned by the other Members as part of a scheduled opportunity for all interested parties to present information. A Member may vote on and may discuss any matter what would not have any impact on the Member.

No official or employee of the WDB or contracting agency authorized in their official capacity to negotiate, make, accept, or approve, or to take part in the negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have directly or indirectly any financial or personal interest in any such contract or subcontract. It shall be against the policy of the WDB or contracting agency for any employee or volunteer to directly or indirectly ask, demand, exact, solicit, accept, receive, or agree to receive anything of value for themselves or any other person or entity in return for the following:

- being influenced in the performance of their job or position;
- being influenced to commit or aid in committing, or to collude in, or allow, any fraud, or to make opportunity for the commission of any fraud on the WDB or contracting agency; or
- being induced to do or admit to any act in violation of their official duties.

Each Member shall annually confirm a statement that affirms such person:

1. has received a copy of the High Country Workforce Development Board Conflict of Interest Policy;
2. has read and understands the policy; and
3. has agreed to comply with the policy.

II. Discovery of an Actual or Potential Conflict of Interest

Upon the assertion of a possible violation of this policy, the WDB Chair or Vice-Chair will appoint an ad hoc committee to review the circumstances, report their findings to the Board for discussion and vote, and recommend a course of action in the event a Member is found to be in violation. Action may include, but is not limited to, a declaration that the Member be removed from the Board position and a request to the Consortium Board to make a new appointment.

III. Procurement

All negotiations of a contract for or with potential contractors/service providers must be conducted with arm's length negotiations. The definition of an arm's

length negotiation is a negotiation where the parties to the negotiation have an opposing economic interest to that of the organization with which they are negotiating.

No WDB Member (whether compensated or not) shall engage in any activity, including participation in the selection, award, or administration of a sub-grant or contract supported by WIOA funds if a conflict of interest, real, or apparent would be involved. Such a conflict would arise when:

- (i) the individual,
- (ii) any Member of the individual's immediate family,
- (iii) the individual's partner, or
- (iv) an organization which employs, or is about to employ any of the above, has a financial interest in the firm or organization selected for the award.

No WDB Member, Member of his/her immediate family, officers, employees or agents of the WDB Member's agency or business shall neither solicit nor accept gratuities, favors, or anything of value from contractors, potential contractors, or parties to sub-agreements.

A WDB Member shall not cast a vote, or participate in, any decision-making capacity on the provision of services by such Member (or any organization which that Member directly represents), nor on any matter which would provide any direct financial benefit to that Member.

No WDB Members shall participate in a governmental decision including voting on a matter (including recommendations, appointments, obligating, or committing the WDB to a course of action) when such action influences a decision or exercises judgment in making a decision. Any Member with a potential or actual conflict of interest shall comply with requirements for public disclosure and recusal.

IV. Work Experience Placements

The Division of Workforce Solutions (DWS) strongly discourages the practice of placing participants in workforce training located at the board office, NCWorks Career Center, or administrative entity due to the potential of conflicts of interest. Placement at these locations should only be allowed where there is specific documentation in the participant file that the particular experience meets the participant's career goals and skills needs, *and* there is no other placement opportunity available.

V. Service Providers/Contractors

Although the WIOA program is not an entitlement program, it should be accessible to any individual, in any local area, who is eligible and suitable for available services subject to Local Workforce Development Board policies and procedures. However, when applicants have a close relationship with WIOA staff Members, management, and other specific stakeholders of the Workforce Development System, access to program services should not be based on such relationships or based on political influence. It is possible that even without any intention to misuse WIOA funds a decision to enroll an individual in the program could be perceived as improper. Such a perception could cause noncompliance with state and/or federal law.

General authorization for providing funds to participants will comply with the standards of conduct for maintaining the integrity of the program and avoiding any conflict of interest in its administration. Local Chief Elected Officials, Local Workforce Development Boards, designated fiscal agents, and administrative officials must help meet the objectives of WIOA through effective policies, procedures, and safeguards that ensure the integrity of these public funds. Throughout the Local Workforce Development Areas safeguards must be in place ensuring that all those served in the program are not only eligible and suitable but also detached from being part of the perception of impropriety or conflict of interest.

In the event a service provider/contractor is related to a WDB staff Member or officer, appropriate firewalls must be in place to ensure the staff Member/officer does not directly monitor, supervise, or provide oversight. An alternate staff Member/officer must be identified to assume the oversight responsibilities.

VI. Code of Conduct

A written set of standards (see attached Code of Conduct) governing the performance of the WDB and its employees, officers, or agents related to real or apparent conflicts of interest is a requirement of 29 CFR 95.42.

Members will be asked to sign a Code of Conduct each year, and these signed documents will be kept on file by the Workforce Development Board

VII. Firewalls

Proper firewalls must be in place to ensure the transparency and integrity of the procurement process and demonstrate to the public and to the Department of Labor that the selection process was impartial and that no preferential treatment was given to the awardee. A “firewall” is an established policy or procedure that acts as a barrier or protection against an undesirable influence,

outcome, or authority. Examples of firewalls include but are not limited to organizational arrangements that provide clear separation of duties and responsibilities, including confidentiality and disclosure agreements.

No entity or individual that has any role in the issuance of a solicitation may compete or submit a proposal under that procurement action, including the development of requirements, drafting the Request for Proposals (RFP) or Letter of Intent for Bid (IFB), evaluation of proposals/bids, and identification of the best entity.

VIII. Monitoring

The North Carolina Division of Workforce Solutions will monitor compliance with the established Conflict of Interest Policy as well as review documentation of signed Codes of Conduct of all those impacted by this policy.

This Conflict of Interest Policy is approved this, the 11th day of January 2018, by a majority vote of the High Country Workforce Development Board.

Motion: Lynette Orbovich

Second: Jane Blackburn

HCWDB Chair Signature: [Signature]

HCWDB Director (Attest): [Signature]

High Country Workforce Development Board Code of Conduct

No agent, Workforce Development Board (WDB) employee, officer, service provider contractor, Board Member, or all other agencies receiving direct financial assistance through the Workforce Innovation and Opportunity Act (WIOA) shall:

- a. Accept any financial benefit, direct or indirect, from any source other than their employing agency as a result of their performance of official duties under Workforce Innovation and Opportunity Act activities.
- b. Accept any position, whether compensated or uncompensated, which will impair independence of judgment in the exercise of official duties.
- c. Accept any position or engage in any business which will require the disclosure of confidential information gained by reason of official position.
- d. Disclose confidential information acquired during the performance of official duties or use such information to further personal gain.
- e. Use or attempt to use official position to secure personal privileges or exemptions or which would give the appearance of such.
- f. By conduct, writing, or other communication, give a reasonable person the impression that official duties may be improperly influenced.
- g. Violate any Board conflict of interest, statute, or law.
- h. Take part in any political activities in violation of the federal Hatch Act.
- i. Take part in any religious or anti-religious activity in the discharge of official responsibilities.
- j. Promote or oppose unionization in the discharge of official duties.
- k. Participate in any effort to violate any other applicable federal, state, and local laws and regulations.
- l. Conflict of Interest. It shall be a breach of ethical standards for any WIOA staff Member or program operator to participate directly or indirectly in a procurement when the employee knows that:

- (1) the WIOA staff Member or program operator or any Member of their immediate family has a financial interest pertaining to the procurement;
 - (2) a business or organization in which the WIOA staff Member/or program operator or any Member of their immediate family has a financial interest pertaining to the procurement; or
 - (3) any other person, business, or organization with whom the WIOA staff Member or program operator or any Member of their immediate family is negotiating or has any arrangement concerning prospective employment is involved in the procurement
- m. Discovery of Actual or Potential Conflict of Interest. Upon discovery of an actual or potential conflict of interest, a WIOA staff Member/program operator shall immediately notify their supervisor and withdraw from further participation in the transaction involved. Further, should a WIOA staff Member/program operator reasonably believe an undisclosed conflict or potential conflict exists for another staff Member, it is the duty and obligation of that person to make the matter known immediately to their supervisor, the Workforce Development Board Director, or other appropriate official.

Violations of any provision of this Code of Conduct by Board Members, Board staff, or program operators may be cause for immediate dismissal. All are subject to any penalties, sanctions, or other disciplinary measures set forth in applicable federal, state, or local laws. By my signature below, I acknowledge that I have received a copy of this Code of Conduct, have reviewed the same, and understand the provisions contained therein.

Signature

Date

Organization

Welcome to the NCWorks Career Center! As a customer receiving individual or training services, this is an overview of your rights and customer expectations. We look forward to working with you on developing and following through on your plan of services that will result in great outcomes of skills improvement and employment opportunities.

NCWorks/WIOA SERVICES The federally-funded Workforce Innovation and Opportunity Act (WIOA) is designed to help job seekers access employment, education, and training programs while providing resources, services, and tools for the workforce system to assist individuals find and maintain employment while also assisting employers with workforce needs. Based on the individual's needs, a customer may receive basic, individualized/intensive, and/or follow-up services. Customers deemed eligible and suitable, may receive assistance with education/training, work-based learning, and/or assistance to obtain or retain employment.

CUSTOMER RESPONSIBILITIES Customers receiving WIOA-funded services agree to the following expectations: **1)** Customers must be responsive to and maintain contact with the Career Advisor; **2)** Provide requested information, update contact information, keep appointments, attend training as scheduled, maintain at least a "C" average, follow employer expectations, complete job search and other recommended activities, and notify your Career Advisor of any concerns; **3)** Notify the Career Advisor **in advance** if there is a change in your training plans; and **4)** Provide verification of your training completion. Failure to meet these responsibilities could result in loss of services and/or funding. Working in partnership with your Career Advisor will result in better success for you!

FOLLOW-UP Upon completion of your goals/training and/or obtaining employment, you will begin follow-up services to assist you in maintaining your achievements. During follow-up you agree to provide requested information related to employment/education and can continue to receive career center services. If you become unemployed, you agree to notify your Career Advisor in order to receive additional assistance to gain employment. You may also be contacted to complete a survey regarding your experience and services received. We love to see our customers succeed and appreciate your feedback!

INFORMED CONSENT In general, the law protects the confidentiality of all communications between a customer and his/her career advisor and information can only be released with your written permission. However, in the event the advisor suspects a child or older person is being abused, the advisor must file a report with the appropriate agency. If, in the career advisor's professional judgement, a customer is threatening serious harm to oneself or another, he/she is required to take protective action which may include notifying police, warning the intended victim, or seeking the customer's hospitalization.

It is required to maintain a file for each customer that contains, in addition to general notes, personal identifying information, assessment results, progress reports, releases and other pertinent documents. Customer information is electronically stored and protected through the state of North Carolina. All customers have the right to access any of this information at any time and will receive a copy of the developed Individual Employment Plan/Service Strategy. In order to maximize services to the customer, a file may be discussed with the career advisor's supervisor or other agency staff. Files may also be monitored for compliance by local, state, and/or federal employees. If you are under 18 years of age, be aware your parents may have the right to receive general information regarding your progress.

If authorized, a customer can agree to the use of his/her photo and such non-confidential information provided by him/her or the Career Advisor relating to WIOA activities and services in which the customer participated for use in brochures, news releases, or reports for positive promotion of WIOA. It is understood that it may be necessary to edit the information for content or space; however, this will in no way alter the facts presented. *Note: If customer is under age 18, parental consent is required.*

While this summary should prove helpful in informing you about potential exceptions to confidentiality, we encourage active discussion of these issues. However, since the laws governing confidentiality are complex, if you need more specific advice, formal legal consultation may be desirable.

GENERAL LIABILITY Participation in the WIOA program may involve risks including but not limited to potential personal injuries and property damage (during involvement in activities such as transportation, outdoor/group events, and exercises, etc.). The customer assumes responsibility for all risks and indemnify and hold harmless the High Country Council of Governments and High Country Workforce Development Board, its trustees, officers, employees, and contractors (including the staff and/or volunteers) from any liability arising directly or indirectly from participating in the program. The customer can agree whether or not to receive medical treatment in the event of an emergency. *Note: If customer is under age 18, parental consent is required.*

DRUG FREE The use of drugs and/or alcohol is prohibited by customers and staff while engaging in WIOA activities. In the event of a workplace accident, you may be required to undergo a drug test. Testing positive for any prohibited substance may result in being financially responsible for any medical expenses and could lead to termination of employment and/or services.

HATCH ACT Under the Hatch Act, employees who work in connection with programs funded in whole or in part by federal funds may not 1) use their official authority or influence for the purpose of interfering with or affecting the results of an election or nomination for office; or 2) directly or indirectly coerce, attempt to coerce, command or advise state or local officers or employees to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for partisan political purposes.

YOUR EMPLOYMENT RIGHTS If placed on a worksite, you have the right to a safe and healthy work or training site. If being paid, you will be covered by Worker's Compensation Insurance or its equivalent and paid for your work at a rate not less than the state or local minimum wage or the Fair Labor Standards Act, whichever is highest. All applicable labor laws apply.

YOUR CIVIL RIGHTS The High Country Council of Governments, High Country Workforce Development Board, NCWorks Career Centers, and/or WIOA service providers may not discriminate against you on the following basis:

- Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief; and
- Against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

This applies when making participant selection, job assignment, termination, or any other aspect of training or employment. Participation is contingent upon your eligibility to work in the United States of America and eligibility requirements of WIOA as well as funding availability and priority of service policies.

Service providers of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. **This means that, upon request and at no cost to the individual, service providers are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.**

YOUR GRIEVANCE RIGHTS If you feel it necessary to file a civil rights complaint about the program, you should contact the agency Equal Opportunity (EO) Officer no more than 180 days after the incident occurred and do the following:

- 1) Make every effort to resolve the problem informally. If this is not possible, you should then;
- 2) File the complaint in writing, with full details, to the agency EO Officer (listed on the Signature Page). The agency must send you a written decision within 30 days. If you are not satisfied with this decision you have five (5) days to;
- 3) Appeal in writing to Rebecca Bloomquist, High Country Council of Governments, 468 New Market Boulevard, Boone, NC 28607. Include your full name, address, a copy of the agency's written response to your complaint and a statement of disagreement. Ms. Bloomquist will send you and the agency a written response. Additional appeal rights should be addressed to Mose Dorsey, NC Division of Workforce Solutions, 4316 Mail Service Center, Raleigh, NC 27699.

NOTE: The complaint processing procedures shall provide for alternative dispute resolution (ADR). The complainant shall have the choice of pursuing the customary investigation process or using the ADR process. **IF** the parties do not reach an agreement under ADR at the sub-recipient or state level, a complaint may be filed to Naomi M. Barry-Perez, Director, Civil Rights Center (CRC), US Department of Labor, 200 Constitution Avenue, Washington, D.C. 20210.

NOTE: Complaints on the basis of handicap follow the procedure explained above but have different time requirements. If you have a complaint on the basis of handicap, contact the agency's EO Officer who will give you the information you need. Complaints on the basis of other forms of discrimination are to be filed directly to Naomi M. Berry-Perez, Director, Civil Rights Center, US Department of Labor, 200 Constitution Avenue, Washington, D.C. 20210.

General, non-civil rights complaints relating to the Career Center and/or program may be submitted to your Career Advisor and the Career Center Manager. These professionals will make every effort to resolve the issue at the Career Center level; however, they can elevate the issue to the staff of the High Country Workforce Development Board if necessary.

After reviewing this information with your Career Advisor, if any questions or concerns arise, please don't hesitate to ask along the way. Please complete the signature page stating that you received orientation on the contents of this document.

Contact Information

Alleghany NCWorks Career Center	336.372.9675
Ashe NCWorks Career Center	336.982.5627
Avery NCWorks Career Center	828.737.5419
Mitchell NCWorks Career Center	828.766.1195
Watauga NCWorks Career Center	828.265.5385
Wilkes NCWorks Career Center	336.838.5164
Yancey NCWorks Career Center	828.682.6618

GRIEVANCE PROCEDURE

Purpose

To provide a just procedure for the presentation, adjustment and disposition of current employee grievances. To implement this policy and to assure all employees that their complaints and grievances will be answered and determined or decided fairly, quickly, equitably, and without refusal or threat.

This policy does not apply to those persons whose employment has been terminated.

Procedure

Whenever any current employee considers himself aggrieved, he shall have the right to discuss the matter with the appropriate official or officials. A grievance is any cause for dissatisfaction outside an employee's control which grows out of employment with High Country Council of Governments.

1. All grievances shall first come to the attention of the immediate Supervisor, who shall make every effort to solve the problem or correct any misunderstanding at this initial level.
2. If the Supervisor cannot solve the problem, the employee may ask to meet with the Executive Director.
3. If informal discussion with the Executive Director is unsuccessful in resolving the grievance, the employee may then appeal to the Board of Directors of High Country Council of Governments, upon written notice to the Chairman, with a copy to the Executive Director. When meeting with the Board, the employee has the right to be accompanied and assisted by any representative of the employee's own choice and expense.

The following grievance procedure applies to all WIOA customers and is included on the Local Area's Participant Rights Form, which is available to all WIOA customers. This process could potentially apply to all WIOA funded staff.

Your Grievance Rights

If you feel it is necessary to file a complaint about the program, you should contact the agency Equal Opportunity (EO) Officer no more than 180 days after the incident occurred, and (1) Make every effort to resolve the problem informally. If this is not possible, you should then (2) File the complaint in writing, with full details, to the agency EO Officer. The agency must send you a written decision within thirty (30) days. If you are not satisfied with this decision you have five (5) days to (3) Appeal in writing to: Rebecca Bloomquist, High Country Council of Governments, 468 New Market Blvd., Boone, NC 28607. Include your full name and address, a copy of the agency's written response to your complaint, and a statement of areas of disagreement. Ms. Bloomquist will send you and your agency a written response. Additional appeal rights should be addressed to NC Division of Workforce Solutions, 313 Chapanoke Road, 4316 Mail Service Center, Raleigh, NC 27699-4316, Attention: Mose Dorsey.

Note: The complaint processing procedures shall provide for alternative dispute resolution (ADR). The complainant shall have the choice of pursuing the customary investigation process or using the ADR process. If the parties do not reach an agreement under ADR at the sub-recipient or state level, a complaint may be filed with the Director of the Center for Civil Rights to US Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC, 20210.

Note: Complaints on the basis of handicap follow the procedure explained above, but have different time requirements. If you have a complaint on the basis of handicap, contact the agency's EO Officer, who will give you the information you need. Complaints on the basis of any other forms of discrimination are to be filed directly to: Naomi M. Barry-Perez, Director, Center for Civil Rights, US Department of Labor, 200 Constitution Ave., Room N-4123, Washington, DC 20210.

High Country Local Area expects its WIOA service providers to update their organizational Equal Opportunity policies as changes occur within their organization that impacts their EO policy and procedures. Local Area staff monitors this information as part of our annual WIOA monitoring process to ensure that updates are made as necessary. High Country Council of Governments updates its EO policy and procedures as needed. In turn, the Local Area is dependent upon the Division of Workforce Solutions to keep the Local Area apprised of changes at the state and federal levels that impact our EO policy and procedures, so we can make the necessary changes to keep these documents up to date.

EO Language Included in WIOA Title I Adult, Dislocated Worker, and Youth Service Provider Contracts:

3.8. Personnel: Equal Employment Opportunity.

- 3.8.1. The Contractor assures that its personnel policy will apply to all persons employed or funded in whole or in part under this Contract, and that merit-based personnel policies are followed.
- 3.8.2. The Contractor agrees not to discriminate on any basis prescribed in the Act or prohibited under state law. The Contractor shall designate a person other than its chief executive as its equal employment opportunity officer, who shall be responsible for the Contractor's nondiscrimination policy and for developing a procedure of investigation of and hearings on equal employment opportunity grievances.

EO Language Included in WIOA Incumbent Worker Contracts:

- 5.9 Non-discrimination. (Company Name) will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of race, color, religion, sex, marital status, national origin, age, disability, political affiliation, or belief.

EO Language Included in WIOA On-the-Job Training Contracts:

2.8. Equal Employment Opportunity and Affirmative Action.

Subcontractor shall take affirmative action and shall not discriminate against any employee, eligible applicant, or training participant, because of sex, race, color, religion, national origin, disability, or political affiliation. Affirmative action shall include, but not be limited to, upgrading employment, demotion and transfer, recruitment and advertisements, layoffs and termination, rates of pay, and selection for training.

Addendum to WIOA Contracts: The following language has been added to all WIOA Service Provider Contracts, Incumbent Worker Contracts, and On-the-Job Training Contracts.

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant/subcontractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above.

High Country Workforce Development Board Discrimination Complaint Form

It is against the law for High Country Council of Governments or its subrecipients, as a recipient of financial assistance under Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014, to discriminate on the bases of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation of belief. It is also against the law for High Country Council of Governments or its sub-recipients to discriminate against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the WIOA on the basis of the individual's citizenship status or participation in any WIOA Title I financially assisted program or activity.

If you think that you have, or someone else has, been subjected to discrimination by High Country Council of Governments or its sub-recipients on one of the bases listed above, you may file a complaint within 180 days from the date of the alleged violation with the sub-recipient organization, the High Country Council of Governments, the North Carolina Division of Workforce Solutions, or the US Department of Labor's Civil Rights Center (CRC). If you have missed this deadline and think you have good cause for filing late, you must explain the circumstances and request an extension from the Director of CRC at the address listed below. The Director will determine whether you have proven good cause for an extension and notify you of his/her determination.

To file a complaint, you may use this Complaint Information Form, or send the information listed on this form, in writing, to the sub-recipient's Equal Opportunity Officer, High Country Council of Governments, NC Division of Workforce Solutions, or CRC. To file the complaint with High Country Council of Governments, send it to Rebecca Bloomquist, High Country Council of Governments, 468 New Market Blvd., Boone, NC 28607. To file a complaint with the NC Division of Workforce Solutions, send it to Mose Dorsey, North Carolina Division of Workforce Solutions, 313 Chapanoke Road, Suite 120, 4316 Mail Service Center, Raleigh, NC 27699-4316, ATTENTION: Mose Dorsey. To file a complaint with CRC, send it to Naomi M. Barry-Perez, Director, Civil Rights Center, US Department of Labor, 200 Constitution Ave. NW, Room N-4123, Washington, DC. You may obtain a CRC complaint form electronically through CRC's website at:

<http://www.dol.gov/oasam/programs/crc/DL1-2014A-Rev-April-2011.pdf>

<http://www.dol.gov/oasam/programs/crc/DL-1-2014-Spanish.pdf>

Complainant Information:

Name: _____

Mailing Address: _____

Home Phone Number: _____

Work Phone Number: _____

E-mail Address: _____

Please provide the name and address of the person or organization that you believe discriminated against you or someone else. If you believe that someone else was discriminated against, identify that person or group of people to the best of your ability.

Name and/or Organization: _____

Mailing Address: _____

Explain as briefly and clearly as possible what happened and why you believe discrimination took place. Please give the name and contact information for any person who witnessed the events you described above. Also attach any written material that relates to the events you are describing.

Please check the box or boxes that you think best represents the reason why you believe you were, or someone else was, discriminated against. If you are filing a complaint because you believe someone else was discriminated against, and you do not have the exact information about that other person or group (such as their exact date of birth, race, national origin, or type of disability), then provide the best information that you can.

Race: Specify _____

Age: Specify Date of Birth _____

Color: Specify _____

Disability: Specify _____

Religion: Specify _____

Political Affiliation: Specify _____

National Origin: Specify _____

Reprisal/Retaliation: Specify _____

Sex: Specify _____ Male _____ Female

Other: Specify _____

Please explain the remedy that you are seeking:

Signature: _____

Date: _____

Program Year 2018

RECIPIENT FUNDING

Administrative Adjustment/NFA Process

The Division of Workforce Solutions (DWS) issues planning allocations to Local Workforce Development Areas (Local Areas) and other recipients based on preliminary allocations provided to the state by the U.S. Department of Labor (USDOL). These preliminary allocations are subject to change; therefore, allocations are not official until the state receives a Notice of Award (NOA) from the USDOL. Once the state has received an NOA from the USDOL, Notices of Fund Availability (NFAs) are issued via Workforce Information System Enterprise (WISE) showing the funds available to the recipient. The funds are awarded by Program Year and must be tracked accordingly. Program Year funds are awarded for a period of two years unless indicated otherwise on the NFA letter as maintained in WISE. Funds availability may be reduced after issuance if the state's NOA is reduced by the USDOL.

NFA letters include the Local Area funding level by fund and program year. A Program Year fund amount will remain in WISE until the final audit for the Program Year has been reconciled, resolved, and agreed upon by both DWS and the Local Area. The Local Area should contact their assigned DWS Planner and submit an Administrative Adjustment via WISE to de-obligate any funds that will not be spent. Monthly Financial Reports are required until the NFA equals the Expenditures and Cash Drawdowns.

Obligational Authority

High Country WDB and HCCOG Finance Staff understands and agrees to the following terms laid out by DWS:

- NFAs are awarded to recipients/Local Workforce Boards when the funds become available to the state. High Country WDB staff will use the issuance of NFAs as the starting point for service delivery and the obligation of the funds included in the NFA. The only exception to this would be for the July and October formula funding that are effective on July 1st and October 1st when the NFA is issued after either of these respective dates but has an earlier effective date;
- “Obligational Authority” is not granted to recipients/Local Workforce Boards until the Local Area Plan, or another application, is in place as appropriate and is approved by DWS;
- Award recipients are not authorized to incur cost or allowed to request cash drawdowns until the funds are approved in WISE;
- Our Local Workforce Plan and subsequent modifications to our Workforce Plan will be prepared in accordance with the guidelines provided in the North Carolina Instructions for Local and Regional Workforce Development Area Plans Policy Statement.

CASH MANAGEMENT

Cash Drawdowns

High Country Workforce Development Board staff will utilize the NC Department of Commerce's Electronic Payments method to request funds in the WISE system. High Country has developed a system in conjunction with High Country Council of Governments finance office for reporting and tracking expenditures and revenues received from DWS and/or USDOL. High Country WDB staff and or HCCOG finance staff will complete the Authorization Agreement for Automatic Deposit and the Electronic Payment Form documents as required by DWS. The forms will be appropriately completed, signed and returned prior to initiating a recipient's first request for drawdown. These forms will be faxed or scanned to DWS with the signed originals mailed as needed in order for bank accounts to be set up on the payment system in a timely manner. HCWDB staff will maintain copies of drawdown requests, approval letters from DWS for requested funds and notices from the NC State Controller's office. When a cash transfer has been completed, HCWDB staff will share appropriate drawdown related documentation with HCCOG's finance staff to include an accurate accounting of where requested funds are to be posted in HCCOG's electronic accounting system. Cash requests will be made as needed to cover local area expenses. HCCOG will make requests based on actual expenses to avoid having any cash on hand to the greatest extent possible.

High Country agrees to the terms and schedule restrictions set forth by DWS for drawdown submissions and the receipt of funds

Each recipient and subrecipient must develop cash management procedures that ensure no excess cash is on hand. Excess cash is defined as any cash that exceeds your immediate cash needs.

When a recipient determines there is excess cash on hand, and cash is to be returned to DWS, a request for drawdown in a negative amount equal to the refund may be entered if additional drawdowns, when netted against the refund, exceed \$1 for that Program Year on the date requested.

Sanctions

- High Country will make every effort available to follow established procedures that minimize the time between cash drawdowns and disbursements;
- High Country will adhere to laws, regulations or special conditions and make every effort to submit reliable and/or timely reports to DWS;
- High Country also understands that DWS may withhold fund requests in WISE for not adhering to the guidelines and expectations set forth in the most current statewide financial policy.

FINANCIAL REPORTING

Monthly Financial Reports

Expenditures will be reported on a monthly basis by Program Year on a Monthly Financial Report (MFR) via WISE. High Country understands that **MFRs are due by the last working day of the month following the report month for any open Program Year.** Any reports not keyed by the due date are considered delinquent. The fiscal reporting period for all MFRs is July through the following June. Cash expenditures are to be reported monthly to reflect the cumulative amount for the Program Year, while accruals are also reported monthly. In the event that Program Year funds are not fully expended by the end date specified on the Program Year budget, an administrative adjustment to de-obligate the remaining funds will be requested in WISE.

High Country understands that DWS will approve all MFR's on the first working day of the subsequent month. Once approved, WISE does not allow for modification. Any changes will be reported in the following month's MFR. If the approval has not yet been made, DWS Finance staff can be notified to return the MFR. This will allow the Local Area to re-submit a corrected MFR.

Delinquent MFR's

High Country understands that delinquent MFRs will result in the following consequences:

1. Cash draw requests will be suspended on all Program Years until the delinquent report(s) is in the system.
2. A letter will be written notifying recipient officials of the occurrence of delinquent report(s) as follows:
 - a. First occurrence within a fiscal year - Letter is written to the Local Area Director with an offer of technical assistance.
 - b. Second occurrence within a fiscal year - Letter is written to the Local Area Director, Workforce Development Board (WDB) Chair, and Chief Elected Official (CEO).

Federal Office of Management and Budget (OMB)/OMB Uniform Guidance

Uniform Guidance

OMB Uniform Guidance provides instruction in several administrative areas, including: (1) financial management and cost principles, (2) audit, (3) grants management, (4) records management, and (5) property management. In some cases, the state requirements are more restrictive than the Uniform Guidance. In cases where the DWS and Uniform Guidance requirements conflict, the most restrictive requirement must be followed.

References: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and 2 CFR Part 290 Grants and Agreements

Cost Principles

In determining allowable costs under a grant or contract, the recipient must **(unless granted prior written approval by DWS):**

1. Follow federal cost principles, including any subsequent amendments to the Uniform Guidance cited which are applicable to the recipient's organization.
2. Allow only those costs permitted under the cost principles which are reasonable, allocable, necessary to achieve approved program goals, and which are in accordance with recipient policy and terms of the grant or contract.

Special Organization-specific requirements are now combined in the Uniform Guidance but are readily identified in separate sections as stated in the Electronic Code of Federal Regulations.

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

DE-OBLIGATION AND REALLOCATION

De-obligation

Consistent with WIOA expenditure policies, it is the policy of the State of North Carolina that all Local Areas expend their full WIOA allocations within a two-year time frame from the original award year as further described below. Any exceptions will be noted in correspondence issued by DWS.

1. Effective at June 30 of the second full fiscal year after a WIOA allocation, all funds must be expended. Any unspent funds will be de-obligated from the Local Area and returned to the state via WISE.
2. Any change in funding necessitated by the de-obligation/reallocation policy will be made on a NFA.

Rapid Response or State Set Aside funding follow the end date as stated on the NFA Letter.

Reallocation

DWS will redistribute de-obligated funds.

AUDIT

Audit Requirements

Non-Federal subrecipients that expend \$750,000 or more in a year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of Uniform Guidance 2 CFR Part 200 Subpart F 200.501 Audit Requirements. Details are provided in the Uniform Guidance relating to specified types of subrecipients.

Audit Resolution

High Country understands that DWS is responsible for resolving the findings that arise from the state's monitoring reviews, investigations, and audits. Each entity that receives WIOA funds and awards a portion of those funds to one or more subrecipients shall:

1. Ensure that each subrecipient complies with the applicable audit requirements;
2. Resolve all audit findings that impact WIOA with its sub-recipient and ensure that corrective action for all such findings is instituted within six months after receipt of the audit report and where appropriate, corrective action shall include debt collection action for all disallowed costs; and
3. Maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

The debt collection policies and procedures and the auditee's right to appeal an audit determination will be in accordance with 2 CFR Part 200.516 Audit Findings, resolution of findings from monitoring and oversight reviews.

High Country has a system in place for audit reconciliation for its subrecipients according to the guidelines stated and/or referenced above.

PROPERTY PROCEDURES

Equipment and Property Management

The Grant Administration Agreement between DWS and the Local Area in the 'Property' Section 3.6, sets forth the state policies for equipment and property. The Grant Administrator and subrecipients shall adhere to all state and local government procurement policies and procedures when acquiring all non-expendable property.

Title to property acquired with WIOA funds becomes vested with the Grant Administrator, who retains the title to the property and is responsible for the identification, accountability, inventory and proper maintenance and security of all property under its control.

Property means tangible non-expendable property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$500 or more per unit, and, as outlined in the 'Property' Section 3.6 of the Grant Administration Agreement.

Property records shall be maintained and a physical inventory of equipment shall be taken at least annually, and, reconciled to the property records. An appropriate control system shall be used to safeguard property and equipment shall be adequately maintained by the Local Area.

When property with a current per unit fair market value in excess of \$5,000 is no longer needed for a Federal Program, it may be retained or sold with the Federal Agency having a right to a proportionate amount of the current fair market value.

In addition to the subgrantee's inventory system, the additional information must be entered to accurately identify the property:

1. Funding source
2. Manufacturer's name
3. Serial number (if applicable)
4. Description of item
5. Unit cost including taxes, shipping and handling
6. Location of property
7. Date of delivery

Auditable Areas

All subgrantees are responsible for establishing a property inventory system to cover the auditable areas of property management to include the following items:

1. Acquisition
2. Proper Local Area (LA) utilization
3. Maintenance
4. Inventory
5. Disposition
6. Exact location of property

The Grant Administrator and subrecipients are responsible for assuring activities funded under WIOA are audited in accordance with the requirements set forth in the "Recordkeeping, Reporting and Accounting" section of the Grant Administration Agreement.

Stand-in costs, if used for repayment, must have been recorded and reported as uncharged program costs under the same WIOA title, in the same program and during the same period in which the disallowed costs were incurred. The accounting for these stand-in costs are a function of Local Area financial accounting and are not identified separately in WISE.

Acquisition

High Country understands that all property with unit costs of \$5,000 or more or an aggregate purchase (a purchase of multiple items of the same product) of \$5,000 or more (taxes, shipping and handling costs included) must have DWS approval and written certification by a Financial Monitor that the Local Area is in compliance with applicable state and federal laws and regulations, and are necessary and reasonable.

All purchase requests will be submitted to the assigned DWS Financial Monitor and accompanied by the following documentation:

1. Full justification of need and include the funding source.
2. Assurance that local procurement procedures were followed and that competitive bid determined the selection of one item over another.
3. Documentation that alternative methods of acquisition have been explored.
4. Location where property will be used.
5. Exact cost of property items, including installation, taxes, shipping and handling charges.

Lease Equipment

In order to minimize the use of Local Area funds for the purchase of non-expendable property having unit costs of \$5,000 or more, subgrantees will explore alternate methods of acquisition rather than direct purchase.

All leases with options to purchase over \$5,000 must have DWS's review and written compliance certification.

Computer Equipment

When submitting a request to purchase computer equipment, the unit cost must reflect the total sum of the individual cost of the components (keyboard, logic unit or CPU, monitor/display screen, and diskette drive).

Software installed on computer hard drives become a part of the computer cost.

Missing, Stolen, or Maliciously Damaged Property

All situations involving property items with unit costs of \$5,000 or more will be reported to DWS immediately.

All missing, stolen, or maliciously damaged property items with unit costs between \$500 and \$4,999 will follow established written procedures as prescribed by High Country Local Area to include, immediate notification to the WDB staff by the one stop operator and/or the applicable WIOA service provider. The incident will be reported to the appropriate.

DWS will require the subgrantee to obtain a written report form from the proper law enforcement agency and submit a copy of the report to DWS.

Disposition of Property

Equipment items with a current per unit fair market value of ***less than \$5,000*** may be retained, sold or disposed of with no obligation to the North Carolina Division of Workforce Solutions.

For equipment with a fair market value of ***\$5,000 or more***, recipients of WIOA funds should take the following steps as outlined in 2 CFR 200.313 (5) (e) (1) (2) (3) (4) 29 CFR 97.32 (g) and 29 CFR 95.34 (c):

1. The recipient may use the equipment in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal funds.
2. If the equipment is no longer needed by the original program/project, the recipient shall use the equipment in connection with its other federally sponsored activities. Priority should be given to programs funded by the DOL Employment Training Administration.
3. If the equipment is no longer needed by the program/project or used in connection with other federally sponsored activities, the recipient may:
 - a) Retain the equipment for other uses
 - b) Transfer the title to a third party or
 - c) Sell the equipment

If the equipment is retained, transferred or sold, then compensation must be made for the WIOA federal funds used in the purchase. The amount of compensation shall be computed by applying the percentage of WIOA federal funds used in the purchase. If only WIOA federal funds were used for the purchase then the percentage would be 100 percent. If both WIOA federal and local funds were used in the purchase then use the WIOA federal funds percentage for the calculation. This percentage is applied to the fair market value or proceeds of the sale for the equipment. Recipients of sub grants are permitted to deduct actual reasonable selling and handling expenses (\$500 or 10 percent of the proceeds of the sale, whichever is less) from the proceeds of the sale. The balance of WIOA federal funds must be sent within 30 days to the DWS Finance Unit. The Name of the Entity, Agreement Number, Program Year and Funding Stream must be provided when submitting the funds.

4. In the case of retention, transfer or sale of the equipment, a Request for Transfer or Disposition of Excess Property should be submitted and communicated to the DWS for pre-approval. All such forms, yearly inventory reports and requests for disposition approvals must be submitted to the respective DWS Financial Monitor at the DWS.
5. **Computation of "Fair Market" Value:** The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the entity has a fair market value based on similar items that are offered for sale, using the selling price if known. Methods for determining fair market value include, but are not limited to: Auction, Classified advertisements for similar used item, Dealers and Licensed appraisers. (For automobiles, trucks, and vans, the standard authority on the value of used vehicles is the Kelley's Blue Book).

Property Records Retention

Property records (***for all WIOA property items costing \$500 and above***) must be maintained from the date of acquisition, through final disposition. Sub recipients must also retain those records for a period of three years from the date of their last expenditure report submitted to the DWS. If any litigation, claim, or audit is started before the expiration of the three-year period, all records must be retained until all findings have been resolved and final action taken.

OUTREACH SERVICES

Pursuant to the Uniform Administrative Guidance WIOA 2 CFR 200.421 (b)(4), WDBs may purchase outreach materials to promote WIOA services and programs to eligible audiences. The material must be necessary, reasonable, allowable and allocable and at a minimum the documentation must include the following:

1. The material must contain information related to the WIOA program.
2. A Statement of Work (SOW) that detail the events for which the outreach materials will be provided.
3. Detail the measures for safeguarding the outreach materials.
4. Three quotes are required for procurement regardless of cost.
5. List the funding source to be used.

Program Year 2018 (*Issued May 2018; effective July 1st, 2018*)

Career advisors working with enrolled adults and dislocated workers who are receiving *individualized career services*, who are deemed suitable for training will use an ITA to access training services through approved training providers and training programs listed on NCWorks. The ITA is a payment agreement established on behalf of a participant with an eligible training provider. ITA's may include **billable** items from the training provider such as the costs of tuition, books, supplies, and fees required for the course of study.

Other expenses outside of the training provider, such as uniforms, drug and background checks, and exams, should be charged as other training costs and do not count towards the maximum ITA limit.

Prior to the authorization of training, career advisors should ensure the following steps are completed:

- Determine through assessment the individual is in need of training in order to gain or improve employment outcomes.
- Assess the customer's occupational interest and determine if training is related to a demand occupation; will likely result in employment; and is approved in NCWorks.
- Determine the customer's ability to complete the training, taking into consideration other obligations and barriers.
- Determine the individual is unable to obtain grant assistance from other sources to pay the costs of training, or requires assistance beyond available grant resources to pay for training costs.

Training services can be critical to the employment success of many customers. Training programs should lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the High Country, or in an area in which the customer is willing to relocate, that lead to a degree, diploma, certification, and/or license (including those in registered apprenticeship). All training funded by WIOA should be coded as an ITA expense.

WIOA establishes a priority requirement with respect of training funds. Staff should follow the Priority of Service policy and include those individuals with barriers to employment. Supportive services can be made available to customers receiving training services, following local policy.

In general, training assistance is used to support the completion of short term training programs of two years or less. Assistance can be provided towards a Bachelor's degree on a case by case basis if documentation of need is provided. WIOA funds cannot be used to fund advanced/master's degrees. Individuals who already hold a degree, should only receive training assistance if it is determined their current degree will not result in employment and/or the skills are outdated and the training will result in increased earnings.

Limitations & Coordination with Other Financial Aid

Staff and customers are expected to coordinate funding that may be received from other federal, state, local, or private job training programs or sources to assist the individual in obtaining training services. WIOA funds will be used after other funds are applied to the cost of training. However, VA benefits for education and training services do not constitute “other grant assistance” under WIOA and are not required to exhaust their entitlement prior to receiving WIOA funded training.

Each individual enrolled in a training program where student financial aid is available will be required to complete and submit an application for Free Application for Student Financial Aid (FAFSA). Any awarded Pell funds should be applied to the cost of training first. When necessary service providers may implement limitations on funded training services due to budget restraints.

Yearly and Lifetime Limits:

The maximum amount to be spent on an ITA is \$4,300 per customer per year.

The maximum lifetime amount for an ITA is \$8,600 per customer.

However, based on local budgets, limitations may become necessary.

Service providers must establish a tracking log/method to track expenses and expenditures that track ITA limits for each customer. Payments will be made only to eligible training providers and not directly to customers.

Consistent with DWS [Policy Statement 08-2015](#), a Financial Award Analysis (FAA) form should be completed to determine the total cost of training and an analysis of other funds awarded through the financial aid office to determine a need for financial assistance.

An individual may select training that costs more than the maximum amount available for the ITA, if other sources are available to supplement the ITA.

Note: Individuals who are not eligible for Pell assistance due to default on other federal student loans are not eligible for WIOA training funds. Individuals who are placed on Pell probation due to grades may receive assistance as determined on a case by case basis by the service provider under consultation with WDB staff.

Financial assistance for training costs should not be provided to individual’s that do not plan to enter employment. All training should be job-driven.

Progress Towards Completion

Customers are expected to make reasonable progress toward completion of their training with a goal to complete in the appropriate time frame. Progress will be monitored by staff using student transcripts, schedules, and/or grade reports. Class attendance is required in accordance with the school’s policy. Excessive absences should be addressed immediately.

Courses should only be approved for payment when they are part of the customer's curriculum or approved electives. Courses that are not in the curriculum may be approved if the customer can show that it is related to their course of study and is needed to enhance their employability. Required remedial courses may also be funded.

In order to continue to receive training assistance, customers must maintain a grade point average of 2.0 or higher.

If the customer falls below 2.0, they will have one semester to improve their GPA in order to receive on-going training assistance. Through the release of information form signed by the customer, the career advisor may contact the training provider in regard to training progress and/or training costs.

Customers that fail or do not complete a WIOA funded class/program, are not eligible to receive funding for the same class/program again without prior approval.

Withdrawal from Courses/ Changing Curriculum

Customers who wish to withdraw from courses should first check with their academic and career advisor. Students must officially withdraw through the school and should be done by the deadline set forth by the school in order to avoid a failing grade or possible charges and penalties. Any refunds that may be eligible should be returned to WIOA, if WIOA funds were used. Career advisors are responsible for following up on this process.

Changing curriculums should be discussed with their academic and career advisor and should occur on a limited basis. If it is determined that a change is necessary in the program of study, documentation should be included in case notes. Changes in training programs may result in additional costs and time to complete the training and enter employment.

Documentation/Skills Gains/Credentials

Case notes should support the need for training; identify the training program and expected time frame; and include details about the cost and financial support provided. Progress throughout the training period should be documented to include any issues addressed. Training must be included on the **individual employment plan**.

Prior to keying a training activity paid with WIOA funds, the [Training Justification](#) tab must be completed in NCWorks to ensure the individual meets the required conditions.

☐ Training Justification

[Add Training Justification](#)

All customers in training should have an appropriate **training activity keyed** in NCWorks with start and end dates that correspond with the beginning and completion of training. When keying the activity, and funds are provided through an ITA, the following question should be marked as “yes” in NCWorks.

Participant has been issued an ITA and the ITA will pay for this service:

None Selected ▼

Staff should stress the importance of turning in **grades, credential verification**, and other requested paperwork in a timely manner. Failure to provide the requested information may result in loss of financial support.

Measurable Skills Gains are captured as “real time” data and are only counted ONCE each program year, and apply to all customers enrolled in training. Skills gains can be documented through a postsecondary transcript or report card, or by the successful passage of an exam that is required or a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks, such as knowledge based exams. All customers should have at least one keyed skills gain each year.

☐ Measurable Skills Gain

[Create Measurable Skills Gain](#)

All customers enrolled in education/training also fall into the credential performance pool. Upon successful completion of the training program and a credential is earned, information must be keyed under the **Create Credential tab** to be captured in performance outcomes. If training is not completed during the enrollment period, credentials can be keyed up to one year following exit.

☐ Credentials

[Create Credential](#)

Training Completion

Throughout training, staff should address employment goals and strategies to obtain employment upon training completion. Staff should obtain final documentation of training completion and key outcomes appropriately and update the individual's employment plan. Efforts should be made to assist the individual enter self-sufficient employment.

References: WIOA sec. 134(3); 20 CFR 680.200-.230; 680.300-.350; DWS PS 08-2015; TEGL 19-16; TEGL 21-16

High Country Workforce Development Board ON-THE-JOB TRAINING POLICY

Effective July 1, 2016 (Revised May, 2016)

What is On-the-Job Training?

On-the-Job Training (OJT) is a work-based training opportunity for adults, dislocated workers, and youth customers who are eighteen years of age or older that leads to full-time unsubsidized employment. OJT is only offered if the customer meets the full WIOA eligibility guidelines and is in need of *training services* provided through the Workforce Innovation and Opportunity Act. OJT contracts encourage employers to provide occupational training that results in hiring unemployed, underemployed or dislocated persons. OJT contracts:

- Provide training for the WIOA participant in exchange for a reimbursement to the employer of up to 50 percent of the wage rate to compensate for the employer's extraordinary costs for training a worker who has an identified skills gap.

NOTE: The maximum reimbursement rate effective is up to 50%, unless the state approves a higher rate as described in WIOA Section 3 (44) and Section 134 (c) (3) (H) up to 75% of the wage rate of the participant taking into account such factors as:

- I. The characteristics of the participants;
- II. The size of the employer
 - a. Up to 50% for employers with 251 or more employees
 - b. Up to 75% for employers with 250 employees or less
- III. The quality of employer-provided training and advancement opportunities;
- IV. Such other factors deemed as appropriate as defined in NC's statewide OJT policy [PS 04-2015 NC WIOA OJT Policy](#) and on the WIOA Act or subsequent regulations.

- Are contracted for a predetermined period of time for a participant to become proficient in the occupation for which the training is being provided.
- Are developed with employers in the public, private or non-profit sector.

NOTE: WIOA Job Driven Initiative National Emergency Grant (JDI NEG) does not allow public sector OJT. Also note that with this NEG, OJTs may not be developed with the following types of employers: gambling establishments, swimming pools, aquariums, zoos, and golf courses.

- Require that participants uphold the standards of the Hatch Act. A participant cannot participate in any activity that is considered a political activity during working hours. This includes the following: soliciting, transporting voters, distributing campaign materials, working on or developing campaign materials, etc.

- Will not employ participants to carry out the construction, operation or maintenance of any part of a facility that is used or will be used for sectarian instruction or as a place for religious worship, nor will be participant be required to participate in religious activities.
- Must be conducted at the employer's place of business or a related location. An employer may not subcontract the OJT to another organization.

No individual (neither new hire nor incumbent) may enter an OJT position if a member of his/her family is engaged in an administrative capacity with the OJT employer, including a person with selection, hiring, placement or supervision responsibilities for the OJT trainee.

The OJT employer will maintain and make available for review all time and attendance, payroll, and other records to support amounts reimbursed under OJT contracts. Records must be maintained and available for review for a period of five years from the completion date of the contract.

WIOA Service Provider OJT Coordination

In the High Country workforce development region, WIOA service providers employ both Business Consultants and Career Advisors (previously referred to as business services representatives BSRs and career development facilitators or case managers.) Both have a role to play in OJT services.

Generally, the business consultant conducts employer outreach/marketing and recruitment of OJT participants, negotiates the OJT contract (including development of training plan in conjunction with employer), and maintains employer contact for the duration of the OJT contract (including collection of invoices, time sheets, and monthly employee performance evaluations), and ensures that an employer file is maintained at the work site and is available for review.

The career advisor determines participant eligibility, maintains a relationship with the participant throughout and beyond the contract period, and maintains participant records. As appropriate, the career counselor may assist the participant with supportive services (refer to Supportive Service Policy) during the OJT until the first paycheck is received.

The business consultant and career counselor collaborate on the selection of a suitable candidate for a specific OJT, coordinate contact with employer and participant throughout the contract period; and confer with one another to determine appropriate course of action when either identifies a potential problem. In addition the WIOA supervisor conducts at least one formal on-site OJT monitoring review.

Each WIOA service provider is to maintain a written plan, for the specific delineation of duties to ensure proper coordination and non-duplication of services. Service providers are responsible for appropriate outreach and recruitment of OJT participants as well as employer marketing strategies that best meets the needs of their service area.

What makes an individual suitable for OJT?

OJT is primarily intended to serve unemployed individuals as a way to obtain full-time, skilled employment. However, an OJT contract can be an extraordinary tool for underemployed adults and dislocated workers.

To receive training services and participate in an OJT contract, **all individuals must:**

- a) Have met the eligibility requirements for full WIOA services (beyond basic career services), is in need of training and must have received an assessment including a skill gap analysis. In addition, an Individual Employment Plan must have been developed.
- b) Have been determined to be in need of training services with consideration given to: the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's Individual Employment Plan. The results of objective assessment, as documented on the individual's Individual Employment Plan, must capture the past work history of the applicant; assess the test results; capture additional information from the applicant about past work experience, hobbies, and volunteer experience; and identify skill strengths and weaknesses of the applicant. The objective assessment must include documentation as to the new skills to be acquired during training and how skill gap deficiencies will be overcome with the training.
- c) Select a field of training that is directly linked to employment in the local labor market area where the individual is willing to locate.
- d) Be unable to receive/obtain grant assistance from other sources to pay training cost.
- e) Be a WIOA-enrolled individual after having been determined eligible for WIOA services with priority given to low income individuals, recipients of public assistance, veterans and eligible spouses, and dislocated workers.
- f) In addition, in cases where an individual is referred as a potential candidate for OJT by an employer (reverse referral), that individual may be considered for OJT with the employer only after the individual has met eligibility requirements for individualized services, and has received an assessment, and for whom an Individual Employment Plan has been developed which indicates OJT is appropriate.

Employed Adults: If adult participant is already employed, eligibility for OJT is limited to

- a) those customers whose current employment does not meet the self-sufficiency standard adopted by the High Country Workforce Development Board. (The Board's Self-Sufficiency Policy for Adults defines self-sufficiency as a wage that equals at least 200% of the lower living standard income level and where access to family health insurance benefits is available through the employer); **and**
- b) WIOA regulations, are met (basic on-the job training); **and**
- c) The OJT relates to the introduction of new technologies, new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the Workforce Development Board.

Dislocated Workers who are underemployed: Dislocated workers who have obtained employment but are below self-sufficiency are eligible for OJT. The High Country Workforce Development Board's defines self-sufficiency for Dislocated Workers as 80% of the participant's compensation level at the time of dislocation and the availability of family health insurance. Dislocated workers who have accepted employment which does not meet these standards is eligible for an OJT contract when b) and c) above are also me

Choosing the Right Employer

An OJT contract has certain criteria that an employer must meet in order to be eligible to receive WIOA funds to reimburse extraordinary training costs. If an employer has “exhibited a pattern of failing to provide prior OJT participants with continued long-term employment, wages, benefits, and working conditions, a contract cannot be developed.” The High Country Workforce Development Board has established the following policy for complying with this provision:

- 1) A pre-award checklist will be used which requires the review of retention patterns of employers who have had two or more previous OJT contracts under WIOA. Where a pattern of failure to hire without just cause is apparent, an OJT contract cannot be developed.
- 2) OJT contracts will specify that successful OJT participants will be offered long-term employment with wages, benefits and working conditions equal to those provided to regular employees with similar experience and responsibility. The pre-award checklist also requires review of past compliance with this requirement. No OJT contract will be developed with an employer who has previously exhibited a pattern of failing to meet this requirement.

The Workforce Development Board also provides guidance regarding OJT pre-award review of relocating new and expanding industries:

- WIOA service providers will not solicit a company or use funds to entice a company to relocate to or expand in the service area.
- For a business that is relocating to the area, the employer must certify that no person was displaced as a result of the relocation of the current business within the 120 days immediately preceding contract agreement date.

OJT Employer Performance Expectations

The goal of on-the-job training is that the employer retains the OJT trainee as a regular employee following the successful completion of training. If an employer has had previous OJT contracts, the service provider staff are expected to access the employer’s past performance in training employees under OJT. The WIOA service provider will not develop an OJT contract with an employer who has repeatedly failed to meet performance standards. The employer must exhibit a history of long-term employment of trainees as regular employees with wages and similar working conditioned at the same level. Completion and retention rates of at least 75% are expected. Retention is defined as continued employment of at least three months following the completion of the OJT contract.

Conditions governing OJT payments to employers

Conditions governing the OJT payments to employers:

- a) OJT payment is deemed to be compensation for the extraordinary training costs and lower productivity of the OJT participant.

- b) Typically employers may be reimbursed up to 50% of the wage rate of an OJT participant for these extraordinary training costs and their associated additional supervision requirements. If NC receives approval to increase the wage reimbursement rate to a maximum of 75%, then the High Country Workforce Development Board may increase its maximum reimbursement rate to 75% based on the criteria set forth by USDOL and the state.
- c) Employers are not required to document such extraordinary costs.

Determining the length of the Contract: Employer Agreement

The *Specific Vocational Preparation* or *SVP* data found in the O*NET Online database for that particular occupation will be used and will be adjusted to determine the length of training necessary to acquire the needed skills for each OJT participant. The SVP, published by the U.S. Department of Labor, provides guidance in calculating training time based on the type of occupation. The higher the SVP code, the higher skilled or more complex the occupation; therefore, a longer training time would be expected. Under WIOA legislation, OJT contracts can be developed for occupations with SVP levels from 3 to 8. Other occupations are excluded because the training is considered to be either too simple or too complex.

The following chart reflects the OJT time allowed for each Specific Vocational Preparation (SVP) Level:

<u>SVP Level</u>	<u>Hours of Training Permitted</u>
3	Over 1 month up to and including 3 months. (Three months equal 520 work hours)
4	Over 3 months up to and including 6 months. (Six months equal 1,040 work hours)
5	Over 6 months up to and including 1 year (One year equals 2,080 work hours)

NOTE: WIOA OJT training period cannot exceed 6 months/1,040 hours.

OJT contracts may not be written for a job below a SVP Level 3, a job above SVP 8, for fewer than 240 hours nor for more than 1,040 hours. For the Job Driven NEG, the training period may not exceed six (6) calendar months.

In every case, training hours are defined as time worked. Work time is to be recorded in terms of hours.

The following example illustrates the computation of maximum OJT costs:

Credit Clerk: DOT Code 205.367.022, SVP level - 4 has negotiated training time of 800 hours.

Starting wage rate - \$10.00

One-half starting wage rate per training. $\$10.00 \times 800 \text{ hours} = \$8,000.00$

Divided by 2 = \$4,000.00

The SVP Chart shows that an SVP level of four has a maximum training time of 1040 hours. In this example, the employment representative accrued a savings of \$1,200.00 by negotiating the OJT contract for fewer than the maximum hours permitted. The employer got reasonable training time by negotiation, and the accrued savings can be used to help fund an OJT slot for another participant.

When determining the period of time needed for a WIOA OJT participant to acquire the necessary skills for the identified job tasks, consideration is to be given to recognized reference data including, but not limited to, the O*NET Online database "Dictionary of Occupational Titles." In addition, a participant's, Individual Employment Plan, education, skills (determined through assessment(s), prior work experience, and relevant hobbies are all to be taken into consideration.

NOTE: Employer negotiations must include a reasonable amount of time for orientation, coaching, and counseling activities by WIOA staff since these activities are frequently critical to the success achieved by many participants. These sessions may be most reasonably conducted at the participant's worksite, but are to be managed in such a way that maximizes confidentiality, that does not call undue attention to the participant's WIOA status, and does not distract from productivity. Conducting these sessions during a scheduled break or immediately preceding or following scheduled work hours are viable options.

Providing upgrading and retraining through OJT

Training a participant in the same occupation for virtually or nearly the same work from which the participant had been laid off or separated from is not allowable when the participant already has the skills required for the job. In order to conduct skill upgrading and retraining, conditions for eligibility and participation must be met and there must be a demonstrable difference between the job and skill requirements of the upgraded job for which the participant is being trained and those of current or prior employment. The WIOA service provider will refer to the SVP and assessment results to determine prior skills of the participant.

What occupations are eligible for OJT contracts?

OJT may only be offered in those occupations which provide opportunities not otherwise available, lead to economic self-sufficiency and provide stable employment. Occupations that are eligible for WIOA funding include:

- a) Occupations which offer a reasonable expectation of continued employment in the occupation for which training is offered.
- b) Occupations which are sufficiently skilled to require a training period of at least two hundred and forty (240) hours duration.

- c) Occupations that meet prevailing standards with respect to wage, hours and conditions of employment.
- d) Occupations on a promotional line that do not infringe in any way upon the promotional opportunities of currently employed individuals.

For all customers, training must be in an occupation which provides new skills distinct from those already possessed by the customer. The Board encourages placement of OJT's in areas that have been identified as "high growth" employment sectors.

Occupations that are not eligible for OJT contracts

Occupations for which training **will not be approved** include, but are not limited to:

- a) Occupations that have not traditionally required specific occupational training as a requirement for employment.
- b) Occupations dependent on commission as the primary source of income. (This does not exclude those jobs which have a guaranteed base wage of at least the federal minimum wage in addition to commission pay and such guaranteed wage will continue after the training period.)
- c) Intermittent seasonal occupations.
- d) Occupations requiring less than 240 training hours or more than 1,040 reimbursable training hours.
- e) Part-time occupations. (For definition purposes, full-time employment is the 40-hour week, except where fewer hours are normal to the occupation, but in NO case less than thirty-two (32) hours per week).
- f) Occupations that are currently, or will be, included under an employee-leasing contract whereby job openings for a particular occupation at a business facility are filled by staff of the leasing contractor.
- g) Occupations where adequate supervision and/or monitoring are not available.

Length of Training

Refer to page 5, Determining the Length of the OJT Contract

Participant Wages

In no event will wages paid to WIOA OJT participants be less than the highest of the following:

- the federal minimum wage
- the State or local minimum wage
- prevailing wage rates provided to individuals in similar positions
- minimum entrance wage rate for inexperienced workers in the same occupation
- the wage rate required by applicable collective bargaining agreements
- prevailing rate established by the Davis-Bacon Act.

In addition, the High Country Workforce Development Board's minimum wage requirement

is \$10.00 per hour for OJT participants unless approved by High Country Workforce Development Board staff on a case by case basis.

When an OJT participant works overtime, reimbursements are made to the employer at the regular hourly rate. The additional half-time rate cannot be reimbursed. The amount of the reimbursement is the total number of hours worked times the reimbursement rate. For example, if a participant works 40 hours per week at \$10.00 per hour, the reimbursement is \$200.00 (40 x \$10.00 divided by 2). If that participant works 60 hours in one week, the total reimbursement payment is still based on \$10.00/hr for 60 hours rather than \$10.00/hr for 40 hours plus \$15.00/hr for the additional 20 hours. The additional 20 hours of overtime work is calculated into the total number of training hours to be reimbursed.

OJT Contract/Employer Agreement Modifications

A change or modification can be made to the OJT contract/employer agreement during the training period if necessary. A modification is necessary to increase the OJT contract amount, to change the contract closing date, or to increase the number of training slots. The WIOA service provider and the OJT employer must mutually agree upon the modification. Authorized signatures of both parties must be on the modification.

Skills Gap Analysis/Training Plan Development

An individualized OJT Training Plan must be developed for the acquisition of skills that the trainee does not already possess. This plan will contain occupationally specific skills that the employer requires for competency in the OJT occupation. An analysis of the trainee's prior work history and the job skills already possessed must be compared to the job skills/job description the employer requires in the OJT occupation. The resulting gap in skills will be the basis for the development of the Training Plan. The Specific Vocational Preparation(SVP) data found in the O*NET Online database for that particular occupation will be used and adjusted to determine the length of training necessary to acquire the needed skills. Each skill description needs to be concise, yet comprehensive, and the individual tasks must be measurable and observable. The specific types and sources of information used to identify the scope of the skills gap must be included in the participant's case file.

In the High Country Workforce Development Board service area, WIOA service providers have a choice of three assessment tools to conduct a skills gap analysis and provide adequate documentation of the process used to develop the Training Plan. These include:

- (1) "Prove It!" an internet-based assessment tool used to determine an individual's level of skills in a particular occupation and to document skill deficiencies;
- (2) www.myskillsmyfuture.org which has been developed by the US Department of Labor, and
- (3) O'Net.

The training plan is used to assign an estimated length of time it will take to acquire the skill for each task. The total number of hours for each individual skill will total the negotiated length of the contract/employer agreement. The standard training hours and actual training hours per

task may vary depending on the current skill level of the participant. The training plan will also identify the individual who will provide the training. The training plan is normally completed with the assistance of a representative of the company and is always reviewed with both the employer and participant before the contract is signed. The participant is to be given a copy of the training plan. The WIOA service provider is responsible for maintaining close contact with the trainee, the employer, and the person(s) assigned to train the participant to ensure that proper skills are being obtained as outlined in the training plan. Such contact is to occur at least monthly and must be documented in participant case notes. It is the mutual responsibility of the WIOA service provider's business services representative and the participant's career counselor to maintain close coordination to identify any potential areas of concern regarding progress toward skill development and/or individual counseling/coaching services needed.

The OJT contract (also known as the Employer Agreement) is completed following negotiation of contract terms. The agreements must contain the name, address, IRS number and phone number of the employer and must also include reimbursement amount, start date and termination date of the contract. The job description and training plan for each individual participant are to be attached to the contract/employer agreement (copies in both the employer and customer file).

It is incumbent upon the WIOA service provider to be aware of any problems that arise during the training period and to assume primary responsibility for working with both the employer and the participant to resolve these issues. Problem-solving dialogue needs to include the WIOA Business Services Representative and/or career counselor and may include the WIOA supervisor. It is the WIOA service provider's responsibility to cultivate and maintain positive working relationships with both employer and participant and to ensure that both are following through on their responsibilities and doing their best to carry out the objectives of the plan.

The trainee's progress under an OJT contract/employer agreement will be officially monitored at least once during the training period by the service provider's WIOA supervisor or designee who has not been involved in the development or implementation of the OJT.

How to Complete OJT Invoices

OJT invoices are used to document the number of hours and rate of reimbursement to the employer. OJT employers are expected to complete the timesheet and trainee evaluations on a monthly basis. The participant's immediate supervisor is expected to complete and sign the timesheet and the evaluation. Copies of OJT invoices, timesheets and evaluations are to be maintained in both the employer file and the OJT participant's customer file.

The calendar on the timesheet is completed based on the dates the participant trained during the month. For example, if the participant trained 8 hours on Friday, March 5, a 5 is placed in the corner of the block on the first row of the calendar under that date. A large 8 is also placed in the square. These numbers show that the participant trained 8 hours on March 5. This procedure is followed for the entire month. WIOA funds are not to be used to pay employers for benefits such as sick leave, annual leave or holiday pay since no training is taking place at this time.

The immediate supervisor completes the evaluation based on the participant's work performance during the month. Any rating of a 4 or 5 must include a written explanation. Each monthly evaluation is to be discussed with the participant in order to communicate concerns and receive feedback. Only after the timesheet has been reviewed and the evaluation discussed, do the supervisor and employee sign the evaluation document.

The participant's career counselor is also expected to review each monthly employee evaluation and to discuss inadequate progress toward goals with the participant. Similar discussions are expected to be conducted with the participant's supervisor by designated service provider staff.

The WIOA service provider completes invoices following receipt of all required employer documentation, as designated in the employer agreement.

Each WIOA service provider will have a system for ensuring the receipt of OJT invoices from employers in a timely manner for processing by the service provider's finance office.

Reasonableness of Cost: The Act provides that each contract "specify the types and duration of on-the-job training and other services to be provided in sufficient detail to allow for a fair analysis of the reasonableness of proposed costs..." WIOA regulations prohibit the imposition of a requirement on employers to document extraordinary costs. Such a record-keeping burden would unnecessarily make OJT a less desirable training option. WIOA regulations require no more record keeping of an employer than is already required of the employer for other purposes, (e.g., an employer would have to maintain payroll records to demonstrate that a participant worked the number of hours that were billed, but payroll records are already required to be kept for a variety of other federal and state purposes).

Official Monitoring Reviews

The monitoring system for OJT will at a minimum include the following: compliance with the training plan, participant's eligibility checklist, comparison of time and attendance with invoices, comparison of contracted wage rate vs. wages paid, and actual start date of compared to contract/employer agreement start date. Other areas of monitoring may include EO issues, safety procedures, participant interview, and/or supervision.

A monitoring review is to be conducted whenever there are indications of problem areas, i.e., layoffs or rumors of layoffs, decrease in hours of reported training time, complaints from participant (either formal or verbal complaints), complaints from the employer (either formal or verbal), rumors of an employer filing bankruptcy, etc.

All monitoring reviews must be documented. Written monitoring documentation will become a part of the contract/employer agreement file. The report is to include: all areas of non-compliance with the contractual agreement, review of the eligibility of participant(s) enrolled under the contract, any corrective actions necessary, and the findings of any ineligible participants.

High Country Workforce Development Board
[Insert OJT Provider Name Here]
On-the-Job Training (OJT) Contract: Pre-Award Analysis

Section 1: Employer Information

<i>Complete the following Employer Information</i>		
COMPANY NAME:	FEIN #:	
CONTACT PERSON:	TITLE:	
COMPANY ADDRESS:		
PHONE:	FAX:	EMAIL:
TYPE OF ORGANIZATION: PRIVATE FOR PROFIT <input checked="" type="checkbox"/> PRIVATE NON-PROFIT <input type="checkbox"/> PUBLIC <input type="checkbox"/>		
COMPANY NAICS CODE:	# OF CURRENT EMPLOYEES IN THIS LOCATION:	YEARS IN EXISTENCE:

Section 2: Criteria for OJT Employers

YES	NO	Employer Requirements
<input type="checkbox"/>	<input type="checkbox"/>	1) Does the employer agree to ensure that the OJT will not result in the replacement of laid-off workers?
<input type="checkbox"/>	<input type="checkbox"/>	2) Does the employer ensure that the company has not exhibited a pattern of failing to provide OJT trainees with continued long-term employment?
<input type="checkbox"/>	<input type="checkbox"/>	3) Does the employer commit to providing long-term employment for successful OJT trainees, barring unforeseen economic conditions?
<input type="checkbox"/>	<input type="checkbox"/>	4) Does the employer agree to ensure that the OJT will not result in the full or partial displacement of currently employed workers nor will it infringe on promotional opportunities of current workers?
<input type="checkbox"/>	<input type="checkbox"/>	5) Does the employer agree to ensure that trainees will be provided the same benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work?
<input type="checkbox"/>	<input type="checkbox"/>	6) Does the employer agree to ensure that trainee wages to be paid are at least equal to both:

		a) the Federal, state or local minimum wage (Fair Labor Standards Act), and b) other employees in the same occupation with similar experience?
<input type="checkbox"/>	<input type="checkbox"/>	7) Does the employer agree to ensure that trainees are provided with the same workers' compensation coverage as regular, non-OJT employees? a) Worker's Compensation Company: b) Account #: c) Effective Dates: to
<input type="checkbox"/>	<input type="checkbox"/>	8) Does the employer agree to ensure that the OJT will not result in the impairment of existing contracts for services or collective bargaining agreements?
<input type="checkbox"/>	<input type="checkbox"/>	9) Does the employer agree to ensure that OJT funds will not be used to directly or indirectly assist, promote, or deter union organizing?
<input type="checkbox"/>	<input type="checkbox"/>	10) Does the employer agree to ensure that WIOA funds will not be used to relocate operations in whole or in part?
<input type="checkbox"/>	<input type="checkbox"/>	11) Does the employer confirm that the company has operated at current location for at least 120 days (unless the new location did not result in the layoff of employees at another location)?
<input type="checkbox"/>	<input type="checkbox"/>	12) Does the employer agree to provide safe working conditions for OJT trainees?

Section 3: Authorized Signatures

I hereby certify that the above information is, to the best of my knowledge, true and correct.

EMPLOYER SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

Section 4: Outcome of Pre-Award Interview

1. Does the employer meet all requirements (i.e. answer "yes" to all twelve questions above) of the OJT pre-award analysis? YES NO

2. Will an OJT Contract (Employer Agreement) be developed? YES NO
If not, please explain.

High Country Workforce Development Board
[Insert OJT Provider Name Here]
On-the-Job Training (OJT) Contract: Employer Agreement

Section 1: Contact Information

Complete the following Employer Information		
WIOA OJT AGENCY:	WIOA OJT AGENCY REPRESENTATIVE:	PHONE NUMBER/ EMAIL ADDRESS:
COMPANY NAME:		<input type="checkbox"/> STATE ACTIVITIES FUNDS <input type="checkbox"/> FORMULA FUNDS <input type="checkbox"/> OTHER (SPECIFY)
ADDRESS:		PHONE NUMBER:
EMPLOYER REPRESENTATIVE:	TITLE:	EMAIL ADDRESS:
CONTRACT START DATE:	CONTRACT END DATE:	

Section 2: Contract Agreement

This contract is entered into between _____, hereinafter called the Workforce Innovation and Opportunity Act (WIOA) OJT Agency, and _____, hereinafter called the Employer.

The parties hereto agree that the Employer will employ worker(s) and provide On-the-Job Training services to individuals referred by the WIOA OJT Agency and deemed acceptable by the Employer in accordance with the associated pre-award analysis and training plan(s) attached and made a part thereof. Reimbursement will be paid pursuant to the terms and conditions set forth under the General Assurances on the reverse side of this signatory sheet. In no case shall total reimbursement exceed ____ percent of the gross wages paid to the trainee(s) during the training period. In addition, the Employer agrees that it will perform under this contract in accordance with the Workforce Innovation and Opportunity Act and the regulations, procedures and standards promulgated there under. The Employer shall comply with all applicable Federal, State and local laws, rules and regulations which relate to the employment of persons who perform work and are trained under this contract.

Individuals employed under this contract must be certified as being eligible by the WIOA OJT Agency. The Employer agrees to submit an invoice for reimbursement to the WIOA OJT Agency (insert name). In addition, the Employer agrees to complete and submit the attached evaluation for each trainee at the midpoint and end of the training period.

Section 3: Authorized Signatures

I agree to all terms, conditions, and general assurances set forth in this contract. I hereby certify that the information is, to the best of my knowledge, true and correct.

EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

Section 4: Contract Agreement Modification, if applicable

Contract Agreement terms modified:

Reason for modification or cancellation:

I hereby certify that I agree to the contract agreement modification(s) as stated above.

EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

On-the-Job Training General Assurances

1. Employer Criteria

- a. The employer must provide information such as an IRS Employer Identification number to demonstrate that they are a legitimate employer, having full-time employees, and conducting their trade or business at an appropriate worksite.
- b. The employer must not be involved in a current labor dispute and must not have a history of frequent layoffs.
- c. OJT training may not be subcontracted and must be conducted at the employer's place of business, which meets prevailing standards with respect to wage, hours and conditions of employment.
- d. Employer referrals to NC Career Centers are permitted. Eligibility and suitability for OJT must be determined and verified prior to hiring and/or the beginning of training.
- e. OJT contracts are permitted with firms in which current and/or past Workforce Development Board (WDB) members are employed or otherwise have a financial or personal interest.
- f. The employer must be in compliance with all applicable business licensing, taxation and insurance requirements. The employer must not be in violation of any local, state or federal labor laws.

2. OJT Training Occupation

- a. The OJT training occupation must not be seasonal, intermittent, or temporary.
- b. The occupation must not involve payment in the form of a commission as the primary source of payment to the OJT employee.
- c. The occupation must be one in which specific occupational training is a prerequisite for employment.
- d. The occupation must provide full-time employment. (Full-time is defined as a 40-hour work week, except where fewer or greater hours are normal to the occupation, but in no case less than 30 hours per week.) Contracts may also be negotiated for part-time employment if such negotiation is undertaken for a specific participant, but only in those instances where full-time employment is not feasible due to limitations (*i.e.*, individuals with an impairment or disability).
- e. Training may not be provided for occupations where adequate supervision and/or monitoring are not available. These may include traveling salespersons, out-stationed job positions, truck or van drivers and other positions requiring more than an occasional trip from the employer worksite.
- f. NEG/ARRA funded occupations are prohibited at casinos or other gambling establishments, swimming pools, aquariums, zoos, and golf courses.

3. Payments

- a. The employer shall be reimbursed for training costs upon timely submission of the invoice appropriately certified by the employer's signatory official. Payment shall be based on the hours actually worked for which wages are paid under each training slot, times the negotiated fixed hourly rate. Payment of overtime shall be restricted to work consistent with the training plan. Payment shall include reimbursement of costs associated with employment and training services which have been integrated into the training plan and for which wages have been paid.
- b. No reimbursement shall be made for a period of work stoppage at the employer's worksite.
- c. Each trainee's wages shall be paid in full for the period for which reimbursement is being requested prior to the transmittal of an invoice to the WDB for payment.

4. Availability of Funds

Payment for contract activity extending into the next program year is conditional on the availability of WIOA funds in that program year. No obligations will be incurred by the employer if such funds are not available. The employer will be notified in advance when funds are limited.

5. Records Retention and Review

- a. The employer shall maintain records (business receipts, payroll records), sufficient to reflect all costs incurred in the performance of this contract until the appropriate Workforce Development Board audit has been fulfilled, or until the expiration of three years from the date of final payment under this contract.
- b. The employer's establishment and records related to the participant, as may be engaged in the performance of this contract, shall be subject at a reasonable time to inspection, audit, review and evaluation by the U.S. Department of Labor, State of North Carolina, and the Workforce Development Board.
- c. The employer agrees to reimburse to the Workforce Development Board any and all funds received under this contract which are determined by audit to have been spent in activities not in compliance with the provisions of this contract.

6. Contract Modifications

This contract may be modified, terminated, or cancelled whenever it is determined that such action is in the best interest of the WIOA program or employer. Terminations, cancellations, and modifications shall be effective on the date of execution.

7. Sectarian/Religious Activities

No participant enrolled under the contract shall be employed on the construction, operation, or maintenance of any facility as is used, or to be used, for sectarian instruction or as a place for religious worship. Participants may not be trained or employed in sectarian and/or political activities.

8. Disclosure of Confidential Information

Confidential information about any trainee shall be divulged by the employer only as necessary for purposes related to evaluation of the employee's performance.

9. Nepotism

No persons shall be hired under this contract if a member of his or her immediate family is employed in an administrative capacity by the employer. The term "administrative capacity" includes those who have selection, hiring, placement, or supervisory responsibility for OJT participants and "immediate family" shall include: Wife/Husband, Son/Daughter, Mother/Father, Brother/Sister, Son-In-Law/Daughter-In-Law, Mother-In-Law/Father-In-Law, Stepparent, Stepchild, Grandparent, and Grandchild.

10. Debarment and Suspension

The employer certifies that neither he/she nor the company's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11. Equal Opportunity and Non-Discrimination

The employer shall not discriminate against any employee or applicant because of race, color, religion, sex, age, disability, political affiliation, beliefs, citizenship or national origin and agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause. This contract is subject to the Civil Rights Act of 1964 and ensuing Regulations in 29 CFR Part 31.

12. Grievances

The employer will ensure that the OJT trainee is informed of established grievance procedures for resolving employee complaints.

13. Maintenance of Effort

Employer sponsored training in existence prior to initiation of this project shall be continued and may not be reduced in any way as a result of this contract (except for reduction unrelated to the provisions and purposes of this contract).

14. Conditions of employment

Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to labor and employment laws, environmental laws or health and safety laws)

High Country Workforce Development Board
[Insert OJT Provider Name Here]
On-the-Job Training (OJT) Contract: Training Plan

Section 1: General Information

Please complete the following:			
TRAINEE NAME:		JOB TITLE:	
O*NET CODE:	SVP CODE:	HOURLY STARTING WAGE: \$	HOURLY ENDING WAGE: \$
REIMBURSEMENT PERCENTAGE: %	REIMBURSEMENT RATE: \$	MAXIMUM TRAINING HOURS:	MAXIMUM REIMBURSABLE AMOUNT: \$
COMPANY NAME:		COMPANY ADDRESS:	
TRAINEE SUPERVISOR:	TITLE:	PHONE/EMAIL:	
EMPLOYER REPRESENTATIVE NAME:	WIOA OJT AGENCY REPRESENTATIVE:	WIOA OJT AGENCY REPRESENTATIVE CONTACT INFO:	
PAY SCHEDULE: Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Other <input type="checkbox"/>	PAY DAY: PERIOD COVERED:	RATIO OF TRAINEES TO SUPERVISOR:	
BENEFITS AVAILABLE (list):			

Section 2: Training Outline

List in the chart below the skills needed to become proficient in the position. *Note: the standard training hours are determined through the use of SVP codes while the actual anticipated training hours are determined after careful analysis of the trainee's current skills and work history.* Please list the standard and anticipated hours required for each skill, as well as the estimated start and end dates. The midpoint and final evaluations will address all listed skills objectives. Attach an official job description to the completed contract.

<u>JOB SKILLS NEEDED</u>	STANDARD TRAINING HOURS	ANTICIPATED TRAINING HOURS	ESTIMATED START DATE	ESTIMATED END DATE

Section 2: Training Outline (continued, if applicable)

JOB SKILLS NEEDED	STANDARD TRAINING HOURS	ANTICIPATED TRAINING HOURS	ESTIMATED START DATE	ESTIMATED END DATE

Section 3: Authorized Signatures

By signing below, I agree to adhere to the Training Outline and my responsibilities thereof.		
EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
SUPERVISOR SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
TRAINEE SIGNATURE:		DATE:

Section 4: Training Plan Modification, if applicable

On-the-Job Training Plans may require changes for which a modification is necessary. Reasons for a modification include but are not limited to:

- *To extend the end date of training due to illness or equipment failures at the place of business.*
- *To correct errors in the original training budget or the description of the job duties.*
- *Cancellation.*
- *To extend the end date in order to ensure satisfactory skill attainment.*

The Employer and the OJT Agency agree that this Training Plan shall be modified as stated:

Except as hereby modified, all other terms and conditions of this training plan remain unchanged and in full force and effect. The effective date of this modification is _____.

The employer and the OJT Agency mutually agree to abide by the terms and conditions stated and do hereby execute this modification in keeping with our respective authority.

By signing below, I agree to adhere to the modifications set forth in Section 4

EMPLOYER SIGNATURE:	TITLE:	DATE:
SUPERVISOR SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
TRAINEE SIGNATURE:		DATE:

High Country Workforce Development Board [Insert OJT Provider Name Here] On-the-Job Training (OJT) Contract: Trainee Evaluation

Trainee Name:

Supervisor Name:

Company Name:

Section 1: Evaluation

JOB SKILLS OBJECTIVES	MIDPOINT EVALUATION OF SKILLS	MIDPOINT EVALUATION DATE	FINAL EVALUATION OF SKILLS	FINAL EVALUATION DATE
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	

Section 2: Authorized Signatures

Midpoint Evaluation

<i>I hereby certify that the above information is accurate.</i>	
EMPLOYER SIGNATURE:	DATE:
SUPERVISOR SIGNATURE:	DATE:
TRAINEE SIGNATURE:	DATE:

Final Evaluation

<i>I hereby certify that the above information is accurate.</i>	
EMPLOYER SIGNATURE:	DATE:
SUPERVISOR SIGNATURE:	DATE:
TRAINEE SIGNATURE:	DATE:

- Having satisfied the requirements of the training plan, employment continues on an unsubsidized basis.

Section 3: Comments (please explain any unsatisfactory evaluation items)

*Workforce Innovation and
Opportunity Act
Adult/Dislocated Worker/Business Services/Youth*

*ADMINISTRATIVE/PROGRAMMATIC/FISCAL
MONITORING GUIDE*

*HIGH COUNTRY LOCAL AREA
(REGION D)*

High Country Council of Governments
High Country (Region D) Local Area
468 New Market Blvd.
Boone, North Carolina 28607

Revised
May 2016

Monitoring Guide Instructions

- ❖ **Workforce Innovation Opportunity Act (WIOA) Providers** need to **be prepared to answer** the administrative and program sections of the Monitoring Guide during the on-site visit by Local Area Staff. These sections have changed very little from last year.
- ❖ The administrative section is intended to cover the personnel and equal opportunity responsibilities associated with the Title I Workforce Innovation Opportunity Act services that your agency provides.
- ❖ The program document includes three sections: Adult and Dislocated Worker Services and Youth Services. Please review the section(s) that are applicable to the program(s) that the High Country Local Area contracts with your agency to provide. The information contained in the programmatic sections will address information and processes related to program service delivery. Our goal is to monitor your agency's systems in providing the best possible program services and to insure that the program(s) you provide are in compliance with local, state, and federal legislation, regulations and policies.
- ❖ Customer file monitoring checklists are being provided for the WIOA program services that your agency provides. Local Area staff will review a predetermined sample of cases using the file checklists. The review will focus on eligibility documentation, data validation, the individual employment plan and documentation of the case in the case and/or activity notes recorded in NCWorks Online, the state's WIOA customer management system. You may use the document(s) for internal monitoring of customer files or you may use the guide(s) as reference(s) in developing your own document(s). Prior to and during the on-site review, local area staff will look at your internal monitoring reviews, the findings, any corrective action needed, and the completion of corrective action. Staff will pick a sample of files to review and compare to your internal monitoring results.
- ❖ The Financial Monitoring will be scheduled with your organization's finance staff responsible for reporting expenses to the Local Area. A copy of the financial monitoring document is being provided for your information prior to our visit. Local Area staff will review overall financial systems. During that review staff will perform an in-depth review of expenses and backup documentation for a predetermined month during the current program year. The month to be reviewed will be communicated to the appropriate finance staff prior to the financial monitoring visit. A copy of the invoice(s), printouts from your organization's accounting system will need to include a copy of the chart of accounts, appropriate and relevant reports from the General Ledger, timesheets and time effort forms for all WIOA funded positions, cost allocation plans for the month being reviewed, and backup documentation supporting the reported monthly expenses will need to be available during the onsite review. Any additional documents will be requested prior to or during the on-site review.

- ❖ Monitoring activities may also include work site visits, class site visits, and customer interviews.
- ❖ Following the review, the LA staff will review any findings that have been noted, review additional documents if necessary, and resolve as many issues as possible. **If appropriate, operators are expected to respond to any issues in dispute at this time.** A summary of this meeting will be recorded and maintained at the LA office.
- ❖ A desk review will be conducted at the LA office prior to and/or following the on-site review. A written summary of both the on-site and desk review, with any required corrective action, will be mailed to the operator following the review. The summary will include deadlines for corrective action and responses. Failure to comply with corrective action requirements in a timely manner may be referred to the High Country Workforce Development Board for further action.
- ❖ The LA monitor(s) will maintain complete monitoring records and will be responsible for tracking corrective action responses and any additional needed correspondence. Operators should contact the LA monitor(s) directly with questions or comments. If necessary, monitor(s) will direct inquiries to other appropriate staff.

HIGH COUNTRY (REGION D) LOCAL AREA
Workforce Development
CONTRACTOR MONITORING GUIDE

Contractor: _____

Address: _____

Contact Person(s)/Title(s): _____

Telephone Number(s): _____

Date(s) Monitored: _____

Site(s) Monitored: _____

High Country staff conducting review: _____

Contracts

Contract Amounts

CORRECTIVE ACTION REQUIRED AS A RESULT OF THIS REVIEW? YES NO

REGION D STAFF FOLLOW-UP REQUIRED? ____ YES ____ NO

Staff Signature(s): _____

SECTION I. Administrative Systems			
Personnel Procedures (please have a copy of your agency's personnel policy available for review at the time of our on-site visit)	YES	NO	N/A
1. Are personnel policies established in writing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are personnel policies readily available for review?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Are personnel policies readily available to individual staff member(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the personnel policy cover the following?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Hiring Procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Employee Classifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Termination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Grievance Procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Employee Benefits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Work Rules	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- EO Statement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Travel/Per Diem Policies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Nepotism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Non-Discrimination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Political Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Sectarian Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Have these policies been presented to and discussed with staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Does the contractor have a current organizational chart or diagram showing the relationship and lines of responsibilities among the various units/staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If the organizational chart has been modified or revised after contracting, has a copy of the revised chart been submitted to the LA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Are there job descriptions available for review for each WIOA funded position in the agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Do staff job descriptions contain the following elements:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Descriptions of each staff position's specific duties and responsibilities, including the percentage of time allocated to each funding source?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Reflect actual job duties?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Does each staff member have a copy of his/her job description?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Are there procedures to ensure that all contractor staff are knowledgeable about WIOA rules and regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Do WIOA staff have in their possession all of the following:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Applicable High Country Policy Manuals and Issuances?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Applicable Federal legislation and regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- The Contractor's current, applicable Proposal/Modification?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Are all staff aware of individual expectations for outreach, enrollment goals, performance goals, etc?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Are all staff aware of program spending limits/ fund availability/procedures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personnel Procedures Comments:			
Notification of Fraud and Abuse			
1. Does the Contractor have procedures for immediately notifying the LA in writing of any charges or allegations of criminal misconduct, fraud, or negligence in connection with the program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Notification of Fraud and Abuse Comments:			

Contracting	YES	NO	N/A
1. Does the Contractor have procedures to prevent the subcontracting of any or all interests, work, or services under the Contract without prior written approval of the LA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the Contractor acknowledge the LA or its assignee's rights to documents, materials, and data identified and produced under the Contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contracting Comments:			
Worker's Compensation Policy or Medical Accident Insurance	YES	NO	N/A
1. Does the Contractor have clear documentation of Worker's Compensation or medical/accident/disease insurance policies covering all WIOA customers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are customers provided with adequate on-site medical and accident insurance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Where customers are engaged in activities not covered under the Occupational Safety and Health Act of 1970, are there assurances that customers will not be exposed to training or working conditions which are unsanitary, hazardous, and/or dangerous to health and safety?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation Policy/Medical Accident Insurance Policy Comments:			

Equal Opportunity Compliance			
Equal Opportunity Officer (29 CFR 37.54 (d) (1) (ii))			
Please name your agency's Equal Opportunity Officer and give their non EO Position Title:			
By what means has your agency made public the name, position title and telephone number (including free Relay Number 711 in NC) of the EO Officer:			
	YES	NO	N/A
1. Does your organization chart show the EO Officer's position in the organization?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does your organization have a documented position description for the Equal Opportunity Officer that includes all EO related responsibilities? If so, please have available.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Has the Equal Opportunity Officer had training to ensure competency in the area of Equal Opportunity responsibilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide a list of EO training sessions and dates attended by the EO Officer and list any future training sessions scheduled with dates.			

Equal Opportunity Officer Comments:			
Notice and Communication			
1. Are the Office of Civil Rights and Equal Opportunity notices displayed in areas accessible to staff, applicants, and customers?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
2. Is a signed copy of the EO Notice placed in each customer's file?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please identify locations where the notices are available:			
Identify and provide documentation to substantiate the methods and frequency of dissemination of the Equal Opportunity Notice:			
Describe how the EO Notice is made available to individuals with disabilities:			
Notice and Communication Comments:			
Assurances			
1. Does the organization have written Equal Opportunity policies? If yes,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Do they cover staff and customers funded by WIOA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Do the EO policies provide adequate systems to guarantee equal opportunity and nondiscrimination in programs funded under WIOA including: - The designation of an EO Officer and the public notification of this designation? - Contract development that includes equal opportunity and nondiscrimination assurances and grievance procedures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Are there procedures to ensure that all contractor staff are knowledgeable about Equal Opportunity rules and regulations and your EOPolicies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Do all WIOA funded staff have in their possession a copy of the organization's Equal Opportunity Policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are policy issuances developed in manner that promotes non-discrimination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Describe how your organization ensures that all staff are adequately trained regarding non-discrimination and equal opportunity responsibilities:			
Assurances Comments:			
Universal Access	YES	NO	N/A
1. Has the contractor made efforts (including outreach) to broaden the composition of the pool of those considered for participation and employment in their programs and activities in an effort to include members of both sexes, of the various racial and ethnic groups and of various age groups, as well as individuals with disabilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If so, please include a summary of those efforts and/or copies of the following: targeting, outreach and recruitment plans, criteria for determining priority of service, plans for the NCWorks Career Center to expand the pool of those considered for participation or employment in their programs by race/ethnicity, sex, disability status, and age.			
	YES	NO	N/A
2. Are samples of brochures, posters, public service announcements, computer screens displaying related information and other publicity materials available for review? If so, please include copies:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Does your organization provide persons with limited English speaking abilities equal opportunities to participate in programs and activities as those who are proficient in English?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Do you provide customer information to persons with limited English speaking abilities in languages other than English? If yes, please provide a sample of those documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Universal Access Comments:			
Accessibility (Section 504 of the Rehabilitation Act of 1973, as amended and 29 CFR 37.54 (d) (2) (v))	YES	NO	N/A
1. Has the agency completed an accessibility analysis with the assistance of persons with disabilities or other specially qualified individuals within the last year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Is analysis available for review?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Have adequate steps been taken to address areas identified as problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO	N/A
3. Does the contractor assure that all areas of accessibility for persons with disabilities are within the guidelines of Section 504 of the Rehabilitation Act of 1974 and the Americans With Disabilities Act?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Have all problem areas been resolved? If no, please specify problems areas that continue to exist along with plans and timelines for resolution of the deficiencies:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does agency have telecommunications devices for individuals with hearing impairments (TDDs) or equivalent as required by 29 CFR Part 34?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is there evidence that there are equal opportunities for participation for persons with disabilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Has guidance been sought from Services for the Blind to determine if additional reasonable accommodations need to be made for current or potential customers with visual impairments? If yes, please include documentation of the guidance provided.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Does literature and broadcast materials made available to the public include the following: <ul style="list-style-type: none"> - "Equal Opportunity Employer/Program(s)"? - "Auxiliary aids and services are available upon request to individuals with disabilities"? - Indication of free relay number in North Carolina 711 or provision for equally effective means of communication with individuals with hearing impairments? Please have copies of these materials available.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments on Accessibility:			
Data Collection and Analysis (29 CFR 37.54(d) (1) (iv) and (vi))			
1. Does the Title I WIOA Service Provider collect the following demographic information for each registrant, applicant, eligible applicant, customer, employee and applicant for employment: <ul style="list-style-type: none"> - Race/ethnicity? - Sex? - Age? - Disability status? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is there evidence that programs contribute to the elimination of sex stereotyping?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Has the Title I WIOA service provider established a data collection and maintenance system for its Title I financially assisted programs to demonstrate equal opportunity performance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide a copy of the data collected:			
If no, please provide a plan with timelines to have the data collection and maintenance system in place regarding equal opportunity performance:			

Please provide an analysis of data collected by race/ethnicity and sex, of program and employment activity, including but not limited to rates of application, registration into WIOA funded programs, job placement and outcomes:

Data Collection and Analysis Comments:

Monitoring	YES	NO	N/A
1. Does your agency have documented, policies and procedures for monitoring subcontractors (such as OJT) to insure Equal Opportunity compliance with those subcontracts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are there policies that address the handling of problems/issues that result from monitoring EO compliance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Have any EO violations been identified with any subcontractors during the current program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Have those problems been resolved? If no, please comment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Are WIOA Service providers aware of the Local Area's responsibility to monitor each service provider for Equal Opportunity Compliance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments on Monitoring:

Discrimination Complaint Processing Procedures	YES	NO	N/A
1. Are there written procedures for addressing complaints of non-criminal and program discriminations, including discrimination on the basis of handicap/disability?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are procedures for grievances and complaints shared with staff and customers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Do the written procedures contain provisions for the following:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Initial, written notice to the complainant that contains an acknowledgement that the contractor has received the complaint, and a notice that the complainant has a right to be represented in the complaint process?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- A written statement, provided to the complainant, that contains a list of the issues raised in the complaint and for each issue, a statement whether the contractor will accept the issue for investigation or reject the issue, and the reasons for the rejection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- A period for fact-finding or investigation of the circumstances underlying the complaint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- A period during which the contractor attempts to resolve the complaint which includes alternative dispute resolution?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Description of procedures to be followed if the complaint is filed more than 180 days after the date of the alleged violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION II Program Systems – Adult and Dislocated Worker Services				
Internal Monitoring		YES	NO	N/A
1.	Has the Contractor established a procedure to monitor the WIOA program files, progress, and performance on a continuous basis?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Have these procedures been documented and are they available for review? (Please have available)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Has the Contractor designated a staff person to be responsible for program monitoring? staff name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Are Supervisors reviewing cases in NCWorks Online? - Is there documentation to support such reviews? (Please have available)	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
5.	Are internal monitoring reviews being completed regularly? - Is there documentation to support such reviews? (Please have available)	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
6.	Is there a procedure established to resolve any problem areas discovered during any of these internal monitoring reviews?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Does documentation exist to support that corrective action has been taken when appropriate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Internal Monitoring Comments:				
Program Management		YES	NO	N/A
1.	Does the WIOA Contractor and the NCWorks Career Center currently provide all the activities/services outlined in the Proposal including: (Check the activities/services the Contractor is providing for WIOA customers)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Case Management Services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Full range of career services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Supportive Services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Employment Services (Work Experience, On-the-Job Training (OJT), Customized training?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Training Services through Individual Training Accounts and On-the Job Training?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Post-Employment/Follow-up Services, as appropriate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Is the WIOA Service Provider currently providing all career services including:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Eligibility Determination for WIOA services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Comprehensive and specialized assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Development of an individual employment plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Individual and Group counseling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Career planning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Case management?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Short-term prevocational services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Referrals to community and one stop partner services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Financial literacy services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Work experiences and internships linked to careers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Workforce preparation activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Supportive services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Out of area job search assistance and relocation assistance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Does each WIOA case manager exhaust other available supportive service resources prior to committing WIOA funds for those purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Program Management Comments:				
WIOA Recruitment/Referral				
1.	Has the Contractor established procedures in conjunction with NCWorks partners to ensure appropriate and efficient referral of customers to individualized services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Are the NCWorks partners making referrals to the WIOA Case Managers when appropriate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Describe the WIOA customer outreach services:				
What other type of recruitment is being performed?				
Recruitment and Referral Comments:				
WIOA Intake/Eligibility Determination (Review a sample of the Contractor's customer records to verify eligibility determination and verification documentation.)				
		YES	NO	N/A
1.	Based on a sample file review, has the Contractor met the eligibility documentation requirements as specified in the WIOA legislation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Does the Contractor correctly verify and document those items of information pertinent to the determination of eligibility under the regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Is the appropriate supporting documentation for eligibility in the files?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Has documentation of Adult Basic Career services received been maintained on file for each customer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Does the WIOA Service Provider have a documented referral procedure for individuals who are not served by WIOA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Does the Contractor maintain individual files for eligible applicants or customers who choose not to participate in WIOA services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Are files maintained on all ineligible referrals, which indicates the reason the individual was not eligible for WIOA services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Does the Contractor provide customer information on the full array of services available and the eligibility requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
What systems are in place for determining priority of services for veterans, low-income individuals and those receiving public assistance where funds are limited? (Please attach a copy of form, if applicable.)				
What procedures are in place for determining suitability?				

WIOA Intake/Eligibility Determination Comments:				
Orientation				
1.	Does the Contractor provide WIOA orientation to all customers prior to enrollment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Has the Orientation and Participant Rights form been completed with each customer, including the customer's signature and the date?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Is the signed copy of the Orientation and Participant Rights form maintained in each customer's file/NCWorks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Has the Consent for Release of Confidential Information been completed and a copy retained in the customer file?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Orientation Comments:				
NC Works Transition				
1.	Does the contractor have cases that have exited from NCWorks Online since the system went live? - Does the contractor have a system in place to track "exits".	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Is the Contractor keying customer information within 10 working days from date of involvement including: - Appropriate Intake/Assessment Information? - Certification of eligibility? - Registration? - Service in existing and new activities? - Activity completion information? - Training/Support Services? - Enrollments/Outcomes? - Job Referral and Placement Information? - Employment Referrals and Outcomes Information? - Employment Follow-up Information, as appropriate? - Adult/DW/Youth Outcomes Information?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Are individual case/meeting notes documented and maintained in the NCWorks Online System?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reporting Requirements Comments:				
WIOA Assessment				
1.	Does the Contractor's assessment include an evaluation of the following: - Review of basic skills? - Review of educational attainment? - Review of occupational skills? - Prior work experience/work history? - Willingness to work? - Employability? - Interests and aptitudes? - Supportive services needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WIOA Assessment Comments:				
Employability Plan		YES	NO	N/A
1.	Has the Employability Plan been completed with a signature by each customer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Does the Contractor incorporate all assessment information into the Employability Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Does the Contractor prepare a list of supportive services needs and incorporate those needs into the Employability Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Does the Employability Plan identify both long-term and current/short-term employment goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Does the Contractor list specific action steps, dates for achievement, the responsible party, and referral contacts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Are goals and objectives clearly stated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Are the Employability Plans individually tailored for each customer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Is it evident the Contractor reviews and updates the Employability Plan as needs change?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Does the Contractor review and update the Employability Plan when a customer enters into or receives another service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Does the Contractor initial each update on the Employability Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Does the WIOA customer receive a copy of his/her Employability Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Is there evidence that the Employability Plan is developed in a timely manner based upon the needs, interests, and aptitudes of the customer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Has the contractor begun using Employment Plans in NCWorks Online?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employability Plan Comments:				
Employment Counseling		YES	NO	N/A
1.	Does the Contractor document all employment counseling, and customer contacts in NCWorks Online?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Does the employment counseling documentation contain enough information to, at a minimum give an objective picture of each customer's situation as it relates to employment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Is there evidence that the frequency and content of employment counseling is individualized to meet each customer's needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Counseling Comments:				
Supportive Services		YES	NO	N/A
1.	Does the contractor utilize supportive service funds?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Is the need for payment supported by Employability Plan and the case notes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Is there a full accounting of: - the basis for the support payment? - the name, address, and phone number of the individual to whom the supportive services payment was made? - A receipt for the supportive services rendered or purchased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Are supportive services documented in the customer's Employability Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supportive Services Comments:				
Individual Training Accounts		YES	NO	N/A
1.	Are ITAs explained and offered to the WIOA customers who were unsuccessful under individualized services and are suitable for such services? - Is there a system for tracking ITAs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2.	Does the service provider use NCWorks Online to assist the customer in selecting training programs approved by the WDB?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Are Pell Grants and other financial assistance utilized prior to use of WIOA funds for training services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Is the training plan based on the individual's interests, aptitudes and abilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Is the Contractor only providing ITAs for the occupations in demand identified by the High Country WDB?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Describe the system for tracking ITAs			
7.	Does this tracking system ensure that the maximum annual/lifetime limits established by the WDB are not exceeded?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Individual Training Account Comments:				
Work Experience		YES	NO	N/A
1.	Is placement into a Work Experience consistent with the customer's Employability Plan or WIOA customer's prior performance in earlier activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Is the Work Experience training length determination appropriately documented in the Employability Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Are Work Experience placements made based upon results of the assessments and the individual needs of the customers?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4.	Does the Contractor explain all the details of the contract including the necessity of work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Do Policies and Agreements address employer's responsibilities; service provider's responsibilities; and the participant's responsibilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Do Work Experience Agreements comply with the WIOA Act/Regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Are appropriate Work Experience contracts being developed consistently?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Does the Contractor monitor the employer to ensure that customers are receiving the training specified in the Employability Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Do the customer files contain work site evaluations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Does the customer's time and attendance correspond to Work Experience invoices?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Does the contracted wage rate correspond to actual wages paid?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Are the following items maintained in the file:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Work Experience contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Customer performance evaluation report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Invoices/time sheets?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work Experience Comments				
On-The-Job Training		YES	NO	N/A
1.	Is placement into OJT activity consistent with Employability Plan or WIOA customer's prior performance in earlier activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Are OJT placements appropriate and based on the results of the assessments and employment goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Is an OJT Pre-award checklist being used consistently and appropriately?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Does the Contractor ensure that employers understand the intended outcome of the OJT activity (unsubsidized employment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Is a detailed occupationally specific Job Training Plan developed for each customer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	What assessments are being used to determine skill gaps for Training Plan?			
7.	Does the OJT customer's time and attendance correspond to OJT invoices?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Are customers being compensated at the same rates as similarly situated employees or at a minimum wage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Does the contracted wage rate correspond to actual wages paid?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10.	Does the Contractor monitor the employer to ensure that customers are receiving the training specified in the OJT subcontract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Is employment counseling being provided at the work site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Are the following items maintained in the OJT files?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- OJT contract (including training plan and skills gap assessment)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Customer performance evaluation report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Invoices/time sheets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
On-the-Job Training Comments:				
Follow-up/Post-employment Services		YES	NO	N/A
1.	Is the WIOA Contractor making follow-up services available, as appropriate, to WIOA customers after entry into employment? (Check the post-employment services the Contractor is providing for WIOA customers)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- maintaining regular contact including scheduled visits or appointments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- providing employment counseling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- obtaining paycheck stubs in the 1 st and 3 rd quarters after exit (if not in UI wage system)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Follow-up/Post-employment Services Comments:				

SECTION III Program Systems – Youth Services				
Internal Monitoring		YES	NO	N/A
1.	Has the Contractor established a procedure to monitor the WIOA program files, progress, and performance on a continuous basis?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Have these procedures been documented and are they available for review? (Please have available)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Has the Contractor designated a staff person to be responsible for program monitoring? staff name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Are Supervisors reviewing youth files in NCWorks Online?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Is there documentation to support such reviews? (Please have available)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Are formal monitoring reviews being completed regularly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- Is there documentation to support such reviews? (Please have available)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Is there a procedure established to resolve any problem areas discovered during any of these internal monitoring reviews?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Does documentation exist to support that corrective action has been taken when appropriate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Program Management		YES	NO	referral
1.	Are each of the program elements available or are being provided by the WIOA service provider?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- tutoring, study skills training, and instruction leading to completion of secondary school, including drop-out prevention	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- alternative secondary school services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- activities that help youth prepare for and transition to postsecondary education and training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- paid or unpaid work experiences, including summer employment opportunities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- occupational skills training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- leadership development opportunities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- supportive services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- adult mentoring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- comprehensive guidance and counseling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- follow-up services for not less than 12 months after participation ends	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	- services to provide labor market and employment info on in-demand industry sectors			
	- Internships and job shadowing			
	- on-the-job training opportunities			
	- education offered concurrently with workforce preparation activities			
	- financial literacy education			
	- entrepreneurial skills training			
2.	Does the WIOA service provider demonstrate that through the use of the ten program elements each youth customer is better prepared for employment or post-secondary education?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	For each youth enrolled in summer employment opportunities, was each youth enrolled and receiving services prior to participating in this component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Does the WIOA service provider operate a comprehensive, year-round youth services program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Has the WIOA service provider enrolled out-of-school youth?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Has the WIOA service provider spent at least 75% of their funds on out-of-school youth?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Does each WIOA case manager exhaust all other available resources prior to committing WIOA funds and services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Program Management Comments:				

WIOA Recruitment/Referral		YES	NO	N/A
1.	Please describe the customer outreach/marketing services that have been used for your youth program:			
2.	Is there a strong linkage with the school systems? If not, why?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Has the youth case manager or supervisor provided information to teachers/administrators in written and printed materials (for example at staff meetings)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	What types of recruitment has been most successful and why?			
WIOA Intake/Eligibility Determination (Review a sample of the Contractor's customer records to verify eligibility determination and verification documentation.)				
		YES	NO	N/A
1.	Are all enrolled youth between 16 and 24?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Are all enrolled youth income eligible?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Are all enrolled youth within one or more of the following: - deficient in basic literacy skills; - school dropout; - homeless, runaway, or foster child; - pregnant or parenting; - offender; or - an individual who requires additional assistance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Did the Contractor correctly verify and document those items of information pertinent to the determination of eligibility under the regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Is the appropriate support documentation for eligibility in the files?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Does the WIOA Service Provider have a documented referral procedure for youth not served by WIOA? Please list agencies and programs to which your agency made direct referrals for youth customers not served. How is it documented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Does the Contractor maintain individual files for eligible applicants or customers who choose not to participate in WIOA services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Are files maintained on all ineligible referrals, which indicates the reason the individual was not eligible for WIOA services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WIOA Intake/Eligibility Determination Comments:

Orientation	YES	NO	N/A
1. Does the Contractor provide WIOA orientation to all customers prior to enrollment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Has the Orientation and Customer Rights form been completed with each customer, including the customer's signature and the date?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the signed copy of the Orientation and Customer Rights form maintained in each customer's file?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Has the Consent for Release of Confidential Information been completed and a copy retained in the customer file?			—

Orientation Comments:

NCWORKS Transition	YES	NO	N/A
1. Does the contractor have cases that have exited services in NCWorks Online since the system went live?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Does the contractor have a system in place to track "exits".	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the Contractor keying forms within 10 working days from date of involvement including:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Appropriate Intake/Assessment Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Certification of eligibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Service in new activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Activity completion information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Skill Attainment Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Job Referral and Placement Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Employment Referrals and Outcomes Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Employment Follow-up Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Are individual case/meeting notes documented and maintained in the NCWorks System?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Are the case notes up to date (within the last 10 working days?)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Are the case notes meaningful, relevant to the individual's goals and needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Reporting Requirements Comments:

Objective Assessment	YES	NO	N/A
1. Has an objective assessment been completed for each enrolled youth?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the Contractor's assessment include an evaluation of the following:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- a review of basic skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- a review of educational attainment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- a review of occupational skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- prior work experience/work history	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- willingness to work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- employability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- interests and aptitudes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- supportive services needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Are basic skill goals being set for all in-school younger youth that test basic skills deficient?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Are literacy/numeracy activities set and updated for those who test basic skills deficient?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Individual Service Strategy (ISS)/Service Plan	YES	NO	N/A
1. Has an ISS been completed and signed by each youth customer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the Contractor incorporate all assessment information into the ISS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the Contractor prepare a list of supportive services needs and incorporate those needs into the ISS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the ISS identify both long-term and current/short-term employment goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor list specific actions steps, dates for achievement, the responsible party, and referral contacts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are goals and objectives clearly stated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Is each ISS individually tailored?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Does the Contractor review and update the ISS with the youth customer at least quarterly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Does the Contractor review and update the ISS when the youth customer enters into or receives another service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Does the Contractor and youth customer initial each update on the ISS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Does the youth customer receive a copy of his/her ISS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Is there evidence that the ISS is begun prior to enrollment into activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ISS Comments:			
Employment Counseling	YES	NO	N/A
1. Does the Contractor document all customer contacts and individual meetings notes sessions in NCWorks Online?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the recorded documentation contain enough information to, at a minimum, paint a picture of the needs of each youth, services provided regularly scheduled contact with each youth, progress toward achieving individual skill goals and expected program outcomes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Does it appear that the frequency of case manager contact with customers is adequate to meet each customer's needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Counseling Comments:			
Supportive Services	YES	NO	N/A
1. Does the contractor utilize supportive service funds?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the need for payment supported in the ISS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is there a full accounting of:			
- the basis for the support payment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- the name, address, and phone number of the individual to whom the supportive services payment was made?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- A receipt for the supportive services rendered or purchased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Are all supportive services documented in NCWorks Online?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supportive Services Comments:			

Work Experience	YES	NO	N/A
1. Is placement into a Work Experience consistent with the customer's ISS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are all Work Experience training length determination appropriately documented in the ISS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Are Work Experience placements made based upon results of the assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor explain all the details of the contract including the necessity of work site visits, on-site counseling, subsidization, etc. to the employer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do the Work Experiences offer the following components:			
- instruction in employability skills?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- exposure to various aspects of industry?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- progressively more complex tasks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- internships and job shadowing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- entrepreneurship?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- integration of basic academic skills into work activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Are appropriate Work Experience contracts being developed consistently?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Does the Contractor monitor the employer to ensure that customers are receiving the training specified in the Employability Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Do the customer files contain work site evaluations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Does the customer's time and attendance correspond to Work Experience invoices?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Does the contracted wage rate correspond to actual wages paid?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Are the following items maintained in the file:			
- Work Experience contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Participant performance evaluation report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Invoices/time sheets?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work Experience Comments			
Follow-up/Post-employment Services			
1. Is the WIOA Contractor currently providing all follow-up services? (Check the post-employment services the Contractor is providing for WIOA customers)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- maintaining regular and meaningful contacts and meetings with the youth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- providing employment counseling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- assistance in securing better paying job	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- work-related peer support groups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- adult mentoring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- leadership development activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- supportive services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- tracking progress and outcomes related to performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WIOA FINANCIAL MANAGEMENT

Contractor: _____

Monitoring Date: _____ Monitor's Name: _____

Although the Local Area does not prescribe a uniform accounting system, each recipient of WIOA funds must comply with the terms of the contract or subcontract under which the WIOA funds are paid.

Each recipient shall establish and maintain a financial management system, which provides for adequate control of grant or agreement funds and other assets; ensures the accuracy of financial data; and provides for operational efficiency and for internal controls to avoid conflict-of-interest situations and to prevent irregular transactions or activities. The recipient shall ensure that its financial management system meets the following standards:

(a) Reporting. The recipient's reporting procedures shall provide accurate, current, and complete disclosure of the financial results of each grant or agreement. The recipient shall report on an accrual basis. A recipient whose records are not maintained on an accrual basis may develop accrual data for reports on the basis of an analysis of the documentation on hand. In such cases, the recipient's accounting process must provide sufficient information to compile data to satisfy the accrued expenditure reporting requirements and to demonstrate the link between the accrual data reports and the non-accrual fiscal accounts; and the recipient shall retain all such documentation for audit and monitoring purposes.

(b) Records. The recipient shall maintain records which identify adequately the source and application of funds for grant or agreement supported activities. The recipient shall ensure that the records systematically assemble information concerning federal awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income into balance sheet format for internal control purposes.

(c) Control of Assets. The recipient shall maintain effective control over and accountability for all project funds, property, and other assets. The recipient shall safeguard assets and shall assure that they are used solely for authorized purposes.

(d) Comparison of Outlays with Budget. The recipient shall compare outlays with budgeted amounts for each grant or agreement and, when required by performance reporting requirements of the grant or agreement, show the relation of financial information to performance data, including the production of unit cost data if appropriate.

Who is contractor's designated staff person responsible for fiscal duties, and is this the same person named in the contract application?

_____ Yes No N/A
Name Title

Verify that the contractor has a copy of the following:

1) A copy of the Office of Management and Budget (OMB) circular appropriate to the organization.
Check one of the following:

a. "Super Circular" - 2 CFR Part 200 (OMB A-87)

<i>CURRENT CONTRACT(S):</i>	<i>CONTRACT AMOUNT(S)</i>
-----------------------------	---------------------------

2) A copy of the Uniform Administrative Requirements (UAR) or "common rule" 29 CFR 97 adopted by DWS.

Yes No N/A

3) Provide a Brief Summary of the Internal Accounting and Administrative Controls from the most recent audit or audit history:

Date the last Audit was completed: _____ Period Covered: _____

Date next audit is expected to be completed: _____

4) Does the contractor have any fiscal and/or fiscal related problems cited in the latest audit that continue to exist?

Yes No N/A

If yes, describe:

5) Where are fiscal records kept?

6) Is contractor in compliance with the requirements for reporting and submitting Monthly Invoices?

Yes No N/A

7) What books of account are maintained? (List by title or in the case of a computer system list the printouts that are equivalent to books of account in a manual system).

NOTE: A minimum should be the following:

- Cash Receipts Journal, or Cash Receipts/Disbursement Journal combination, and General Ledger.

8) Are the books of account posted on a current basis? Yes No N/A

9) Does contractor run a trial balance on the General Ledger at least monthly? Yes No N/A

10) Are Project Monthly Invoices prepared from the General Ledger? Yes No N/A

Perform a test sample for a month.

<u>Month/Yr</u>	<u>Total Per General Ledger</u>	<u>Total Per Monthly Invoice</u>	<u>Difference</u>
_____	_____	_____	_____

Explanation for any differences:

11) Is the contractor reporting accruals? Yes No N/A

12) If yes, is there documentation and/or data to support accruals?

13) Is the bank statement(s) reconciled each month? Yes No N/A

14) Is the drawing of checks payable to cash prohibited? (Exception can be for petty cash Account). **Yes** No N/A

15) Is signing of checks in advance prohibited? Yes No N/A

16) Is more than one signature required on checks? Yes No N/A

Bonding and Insurance

1) Are all persons bonded who are authorized by the Contractor to receive or disburse WIOA/ARRA funds, issue financial documents, or checks for payment of program costs? Yes No N/A

2) Bond Coverage is \$ _____

3) Does the Contractor maintain general public liability insurance? Yes No N/A

If yes, the amount of the general liability coverage is: \$_____

Indirect Cost

- 1) Does contractor have indirect costs budgeted in any of the programs under contracts? Yes No N/A
- 2) If yes, do they have an indirect cost agreement on file? Yes No N/A
(please attach a copy)

Direct Cost Allocation Plan

Any WIOA Contractor or Subcontractor who operated WIOA and non-WIOA programs, or who operates more than one WIOA project must prepare and maintain on file a detailed plan for allocating any shared costs to the projects that benefit from these costs. This plan must set forth the rationale for all allocations of shared costs and must be used to allocate all costs except for separate disbursements that benefit only one project. Project budgets will, of necessity, be based on estimated costs, but allocations of costs must be based on actual costs incurred.

- 1) Does contractor have joint cost but not using the indirect cost method? Yes No N/A
- 2) If yes, does contractor have a written cost allocation plan? Yes No N/A
(If yes, attach a copy to this document)
- 3) Does contractor allow making loans from WIOA funds to non-WIOA funding sources? Yes No N/A
- 4) Does contractor allow loans to participants? Yes No N/A
- 5) Does contractor allow loans to staff? (NOTE: Any advance to a staff member for work that has not been earned would be a loan.) Yes No N/A

Participant Time Sheets

Participants receiving wages for work must have time sheets to support payrolls.

- 1) Does contractor require time sheets for participants receiving wages? Yes No N/A
If yes, do the time sheets have at least the following:

	<u>YES</u>	<u>NO</u>	<u>N/A</u>
(a) Dates covering payroll period?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Time worked recorded each day?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Total Hours?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Signature of participant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Signature of supervisor and/or counselor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- 2) Is preparation of participant payroll separate from and independent of the delivery of paychecks? Yes No N/A
- 3) Are payees required to sign register/receipt in order to receive a paycheck? Yes No N/A
- 4) Does contractor allow the pre-signing of time sheets? Yes No N/A
- 5) Does contractor allow participants to have control of their time sheets? Yes No N/A

Staff Time Sheets

- 1) Does contractor have time sheets for staff? Yes No N/A

If yes, are time sheets signed by employee and supervisor? Yes No N/A

3) Are time/effort forms being utilized to reflect accurate charges on timesheets? Yes No N/A

4) Where applicable, do time sheets reflect actual time worked for different WIOA funds(30%/70%), cost categories and non-WIOA work? Yes No N/A

5) Who verifies time sheets for accuracy? Name: _____

6) Are changes in pay rates made effective through formal authorization? Yes No N/A

7) Does contractor have on file W-4 and NC-4 Tax Forms and I-9's on all staff and participants as appropriate? Yes No N/A

8) Are quarterly tax reports submitted in a timely manner to avoid penalty and interest charges? Yes No N/A

Staff Travel

1) Does contractor require travel vouchers to support all travel? Yes No N/A

2) Do vouchers provide for traveler's signature and a signature of approval? Yes No N/A

3) Do vouchers need to be accompanied by receipts for lodging and meals when reimbursing for actual costs? Yes No N/A

4) Does contractor allow travel advances? Yes No N/A

If yes, how does the contractor control outstanding advances?

5) Is car mileage reimbursed based on actual miles traveled? Yes No N/A

6) If yes, what is the rate per mile _____/mile

Other Staff related expenses

1) Does contractor have a retirement/pension plan for staff? Yes No N/A

If yes, are all staff required to participate? Yes No N/A

2) Is contractor on the contributing or the reimbursement method for unemployment insurance?

Contributory _____ Reimbursement _____

3) Is contractor billing WIOA and setting aside funds in an escrow account for this purpose? Yes No N/A

Supportive Services:

Do case managers assist customers in researching and obtaining other available resources before using WIOA funds to provide supportive services?

Yes No N/A

Child Care

1) Is child care for participants paid directly to the provider? Yes No N/A

2) Is payment based on itemized invoice? Yes No N/A

3) Are WIOA funds used to reserve a block of child care slots? Yes No N/A

Participant Travel -

1) Is contractor paying participant travel? Yes No N/A

If yes, list type(s): _____

2) Is there proper documentation to support costs incurred? Yes No N/A

3) Is contractor paying participant travel according to Region D policy? Yes No N/A

4) Does contractor's fiscal system provide a procedure for comparing time sheets with travel reimbursements to ensure travel reimbursements are being made only for days attended? Yes No N/A

Perform at least a one week test, comparing time sheets/class schedule with travel reimbursements (please attach the results).

Other Supportive Services Costs -

1) Are other supportive services offered to clients? Yes No N/A

Please list: _____

2) Are these supportive service costs allowable? Yes No N/A

Is adequate documentation maintained including at a minimum:	YES	NO	N/A
(a) Name of participant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Actual services rendered, and date provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Itemized cost of services rendered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Signature of provider stating that services were provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Signature of participant stating that services were received.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f)			

Do a test on participants to reconcile travel reimbursements, child care costs, or supportive services costs to Employability Plan and other documentation for need and attendance sheets/timesheets. (Please attach the results)

Participant Benefits

1) Are all participants provided workmen's compensation insurance and/or coverage under a medical and accident insurance policy? Yes No N/A

- 2) Has contractor ensured that participants that are concurrently involved in a work and class training have been adequately covered in both situations? Yes No N/A

Property Management

- 1) Does contractor maintain a record of all WIOA property? Yes No N/A
(All items purchased with WIOA funds that are defined as non-consumable goods)
- 2) Does contractor take periodic inventories? Yes No N/A
- 3) Date of most recent inventory _____
- 4) Has contractor designated a person to manage property, to maintain a property listing, and to check physical inventory?
Yes No N/A

If yes, name of person: _____

Please attach a copy of the Local Area/WIOA inventory and the contractor's WIOA inventory of equipment purchased with WIOA Funds.

- 5) Does contractor know what to do in case of vandalism or theft of WIOA property? Yes
No N/A
- 6) Does contractor own any property for which WIOA is charged on a shared costs basis? Yes
No N/A

If yes, list the property, amount charged, and describe the basis for the charge below.

- 7) Does contractor use a competitive process when purchasing property? Yes No N/A
- 8) Does contractor get prior approval before obtaining professional services? Yes No N/A
- 9) Does contractor have a written maintenance policy on file? Yes No N/A

If yes, attach.

- 10) Does contractor lease or rent a building or office space which is charged in whole or part to WIOA?
Yes No N/A

If yes, is there a lease or rental agreement. Yes No N/A **If yes, please attach copies.**

If yes, do the lease/rental agreement and the totals being charged agree? Yes No N/A

- 11) Does contractor own the building for which rent is charged to WIOA? Yes No N/A
If yes, what amount is charged and what is the basis for the charges to WIOA:

Subcontractor and/or OJT Contractor

- 1) Does contractor have subcontractors or OJT contracts? Yes No N/A
If yes, what staff personnel is responsible for monitoring?

Name

Title

- 2) Who is responsible for comparing timesheets to invoices submitted by employers:_____

- 3) Is documentation of monitoring available for review? Yes No N/A
If yes, describe monitoring or attach a sample.

Program Year 2017 (*Issued May 2017*)

What is priority of service?

Section 134(c)(3)(E) of WIOA establishes a priority requirement with respect to funds allocated to a local area for adult employment and training activities. Center staff must give priority of service in providing services to:

- Veterans and eligible spouses
- Recipients of public assistance
- Other low-income individuals, and
- Individuals who are basic skills deficient

Individuals who are underemployed and meet the definition of a low-income individual may receive career and training services under the Adult program on a priority basis. Additionally, individuals who meet the definition of an individual with a barrier to employment (WIOA 3(24)) who are underemployed may also be served in the Adult program.

Individuals who are underemployed may include:

- Individuals employed less than full-time who are seeking full-time employment;
- Individuals who are employed in a position that is inadequate with respect to their skills and training;
- Individuals who are employed who meet the definition of a low-income individual in WIOA sec. 3(36); and
- Individuals who are employed, but whose current job's earnings are not sufficient compared to their previous job's earnings from their previous employment, per State and/or local policy.

Veterans and eligible spouses continue to receive priority of service for all USDOL-funded job training programs, which include WIOA programs. However, as described in TEGl 10-09, when programs are statutorily required to provide priority for a particular group of individuals, such as the WIOA priority described above, priority must be provided in the following required order.

- I. First, to veterans and eligible spouses who are also included in the groups given statutory priority for WIOA adult formula funds. This means that veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient would receive first priority for services provided with WIOA adult formula funds.
- II. Second, to non-covered persons (that is, individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA adult formula funds.
- III. Third, to veterans and eligible spouses who are not included in WIOA's priority groups.
- IV. Last, to non-covered persons outside the groups given priority under WIOA.

Priority for services does not preclude service to individuals who are not low-income or not receiving public assistance or not a veteran, but rather establishes the order of precedence for service as provided at WIOA and section 134(b)(3)(E).

Note: When past income is an eligibility determinant for Federal employment or training programs, any amounts received as military pay or allowances by any person who served on active duty, and certain other specified benefits must be disregarded for the veteran and for other individuals for whom those amounts would normally be applied in making an eligibility determination. Military earnings are not to be included when calculating income for veterans or transitioning service members for this priority, in accordance with 38 U.S.C. 4213.

Priority Categories/Service Order

Staff should follow the following guidelines when providing services at the career center. Once staff have determined which priority group a customer may qualify as, services should be provided in the following order to customers.

Priority of Service Status for Career & Training Services	
Priority 1	Veterans and eligible spouses who are: <ul style="list-style-type: none"> ● Low income, or ● Recipients of public assistance, or ● Who are basic skills deficient
Priority 2	Individuals who are: <ul style="list-style-type: none"> ● Low income, or ● Recipients of public assistance, or ● Who are basic skills deficient
Priority 3	Veterans and eligible spouses who are: <ul style="list-style-type: none"> ● Not low income, and ● Not recipients of public assistance, and ● Not basic skills deficient
Priority 4	Individuals who do not meet the above status who are at 200% of the federal poverty level guidelines based on family size and family income (self-sufficiency).
Priority 5	All other individuals who do not meet the above guidelines. This category does not qualify for WIOA funded training services.

Procedures for Services	
Welcome the Customer	<ul style="list-style-type: none"> ● NOTE: All centers will display veterans’ priority of service signage that is visible upon entry. ● All customers visiting an NCWorks Career Center will be greeted in a timely and professional manner by staff. ● Customers will be asked to sign-in at the reception area. Sign-in sheets will assist staff in identifying the priority status of customers based on their self-identification.
Staff Identify Customers Priority Status	<ul style="list-style-type: none"> ● Staff will make efforts in identifying which category a customer may qualify. ● Veterans will be thanked for their service. ● Staff will make a determination on the order of precedence for services for those customers currently at the center. ● Once order is determined, the provision of basic career services will begin.
Staff Provides Basic Career Services	<ul style="list-style-type: none"> ● Staff will provide basic career services to include NCWorks registration and initial assessment of needs. ● Based on assessment, services will be provided. ● If determined that customer is in need of training services, customer will be referred to WIOA training staff.
Training Services	<ul style="list-style-type: none"> ● If determined eligible for training services, individuals must qualify in Priority 1-4. ● Those individuals who fall in Priority 5 are not eligible for WIOA funded services beyond basic career services.

Guidance on Serving Veterans & Veteran Eligibility (DWS Policy Statement 03-2017)

The Jobs for Veterans Act affords priority of service to covered veterans and eligible spouses over non-covered persons for the receipt of employment, training, and placement services provided under new or existing job training programs funded in whole or in part, by the U.S. Department of Labor (DOL).

Determining Eligibility: To be eligible for priority of service you must meet the following definition as a Covered Person. The term 'covered person' means any of the following individuals:

- **A Veteran:** A person who served at least one day in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable.
- **Eligible Spouse:** The spouse of any of the following individuals:
 - Any veteran who died of a service connected disability.
 - Any veteran who has a total disability resulting from a service- connected disability.
 - Any veteran who died while a disability so evaluated was in existence.
 - Any member of the Armed Forces serving on active duty who, at the time of application for assistance under this section, is listed, pursuant to section 556 of title 37 and regulations issued by the Secretary concerned, in one or more of the following categories and has been so listed for a total of more than 90 days -- missing in action, captured in the line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power.

What it Means: Veterans' priority of service means the right of eligible covered persons to take precedence over eligible non-covered persons in obtaining services. For example, this could mean:

- The covered person receives access to the service or resource earlier in time than the non-covered person; or
- If the service or resource is limited, the covered person receives access to the service or resource before the non-covered person.

Eligible Programs: Below is a list of programs affected by the passage of the priority of service law. This list is not all inclusive, but provides an example of the type of programs in which priority of service to qualified veterans exists. Before priority of service can be extended to any covered person in these programs, the covered person **MUST** be qualified to participate in the program.

- WIOA Adult/Dislocated Worker
- Trade Act Programs
- Wagner-Peyser Employment Service
- Senior Community Service Employment Programs

- National Emergency Grant
- Migrant and Seasonal Farm Worker Program
- WIOA Demonstration Projects
- Career One-Stop Electronic Tools
- Indian and Native American Programs
- Labor Market Information Grants

Additional information can also be found in the USDOL guide: [A Protocol for Implementing Priority of Service for Veterans and Eligible Spouses](#)

References:

<https://wdr.doleta.gov/directives/attach/TEGL/TEGL10-09.pdf>

https://wdr.doleta.gov/directives/attach/TEGL/TEGL_19-16.pdf

<https://wdr.doleta.gov/directives/attach/TEN/ten2010/ten15-10.pdf>

<http://www.nccommerce.com/LinkClick.aspx?fileticket=gDg3GGXeJy0%3d&tabid=3697&mid=8957>

<http://www.nccommerce.com/Portals/11/Policy%20Statements/Policy%20Statements%202016/PS%20-03-2017%20Attachment%201TEN%2015-10.pdf>

Program Year 2017 (*Issued May 2017*)

Supportive services provides financial assistance to address barriers that enables an individual to participate in and complete career and training activities authorized under WIOA Title I that is not otherwise available from other sources and when the participant is unable to pay for the necessary expense themselves. Staff should coordinate with core and non-core programs to obtain the necessary support needed that will assist customers to successfully complete services and enter employment.

Career and training services include activities related to the individuals employment plan such as short-term or long-term occupational skills training; work-based training; GED/diploma programs; career preparation activities; participation in one or more of the youth program 14 elements; etc.

The types of supportive services allowed include the following:

- Linkages to community services and referrals to health care (no cost support)
- Transportation
- Childcare and dependent care
- Payments and fees for employment and training-related applications, tests, and certifications (for those not funded by other training costs).
- Reasonable accommodations for individuals with disabilities
- Emergency assistance to include housing; utility bills (electric, water, heating); repairs or tires for a participant's car; car insurance; appropriate work-related hygiene products and attire (does not include uniforms required for training which is considered other training costs) and work-related tools; eye glasses; or legal aid services. *Emergency assistance is generally a one-time expense.*

Note: Groceries for participants are beyond the scope of WIOA and should be addressed by local resources.

Career advisors must substantiate and document the need for the supportive service for the enrolled participant. Expenses incurred prior to enrollment are not allowable for supportive services.

Individuals must be enrolled with full eligibility completed to be eligible for supportive services.
Individuals only enrolled in basic career services are not eligible for
WIOA funded supportive services.

Adults and dislocated workers who are in follow-up services prior to exit (follow-up begins on the 1st day of employment) are eligible for supportive services. Adults and dislocated workers are not eligible for supportive services after program exit. Needs related payments are **not** allowed for youth, adults and dislocated workers.

Youth may receive supportive services during enrollment *and* after exit while in their 12 months of follow-up if it supports their continued completion of program goals and is part of their service plan.

In most cases, supportive services payments are to be paid directly to the vendor providing the service, with staff having all the necessary documentation to support the costs.

Limitations

Supportive services assistance is based on individual participant need and local budgets. It is not guaranteed for any single participant or timeframe. Individuals are also limited per year and over their lifetime in cases of multiple enrollments.

Yearly and Lifetime Limits:

Supportive services for emergency assistance has an annual limit per participant of \$250 per year, with a lifetime limit of \$750. Currently there is not a limit on transportation or childcare assistance. However, based on local budgets, this may become necessary during the year.

Note: In extreme circumstances, when the participant has used the yearly or lifetime limit or has an emergency need that exceeds the limit, the service provider may submit a request by email to WDB staff for approval of the expense. Requests should include the following information:

- ✓ Participant name
- ✓ Program enrolled in (adult, dislocated worker, youth)
- ✓ Amount of request, what it is for, and why it is needed
- ✓ Previous emergency assistance received

If approved, staff should document in case notes and include approval email in participant file.

Documentation Required

Career advisors are to maintain a stringent attitude towards documentation of all supportive services provided. Documentation must include the following:

- Need for supportive services identified on participants service plan
- Case notes summarizing the need and efforts to locate other resources
- Type of service provided and the amount (childcare requires child's birth certificate)
- Copies of supporting documentation (travel/attendance logs; invoices; etc.)
- Supportive Service activity in NCWorks

Supportive Service activities start and end dates should correspond with the service provided. For example: Jane received transportation assistance for fall semester training. The activity start date would be the first day of travel assistance; the end date would be the last date of travel assistance for that semester. Assistance such as travel should be keyed by semester, with notes added within the existing activity. When emergency assistance is provided, a stand-alone Supportive Service activity should be keyed.

Note: Supportive Service activities do not prevent program exit. Participants should have at least one other additional open activity (such as training, etc.) in order to key a Supportive Service activity.

Childcare and Dependent Care

Assistance with childcare and dependent care is allowable when the participant is the primary care provider and assistance is necessary for the participant to continue their participation in WIOA services such as training, workshops, work experience, etc. or during the initial obtainment of employment. Career advisors must refer to local Department of Social Services (DSS) for assistance prior to authorization. Payments can be made directly to a daycare facility or to an individual providing childcare services at the agreed upon average local rate. If childcare assistance is received from DSS and a parent fee is required, this is an allowed supportive service cost.

To ensure against fraud, a copy of the birth certificate of the child receiving daycare services is required.

Transportation

Assistance with transportation is allowable if it is necessary for a participant to continue their participation in WIOA activities such as training, workshops, work experience, initial employment or during employment and a temporary need arises, etc.

Financial assistance can be provided to an individual using the mileage reimbursement rate or by using a paid vendor such as the local transportation authority when the service provider is billed at an agreed upon rate. Due to the increased costs often associated with using a local transportation provider, staff must assess the budget and timeframe. The reimbursement of mileage is typically paid directly to the participant or to an individual that is providing the transportation for the participant. If an individual is providing transportation for multiple participants, duplicate reimbursement is not allowed.

An attendance form is to be used to support travel that is signed by the participant, the school instructor or worksite supervisor (or copy of approved timesheet), and the individual providing transportation that verifies the person was in attendance on the days reported along with the daily miles driven.

Mileage reimbursement will be paid using the following daily rates:

MILES PER DAY	RATE
0-10	\$2.50
11-25	\$5.00
26-40	\$7.50
41-75	\$10.00
76+	\$12.50

Note: NCWorks Career Centers are expected to have an up-to-date listing of available resources for customers and staff and provide referrals to services. The listing should be inclusive of all known resources to ensure non-duplication of resources when possible. Legal aid services may assist to reduce barriers to employment by helping to secure a driver's license, expunging criminal records, and addressing debts or credit reporting issues.

(Reference: WIOA Sec. 3 (59); Sec. 134(d)(2); 680.900; 681.570)

Program Year 2017 (Updated February 26, 2018)

What is a Work Experience?

Work experience is a critical WIOA “training” program element that can assist individuals:

- Understand proper workplace behavior
- Understand what is necessary in order to attain and retain employment
- Receive career exploration, skill development, and reinforcement of work ethic
- Serve as a stepping stone to unsubsidized employment
- Develop a career pathway

Work experiences (also called internships) should be designed to enable participants to gain exposure to the working world and its requirements while helping them acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. It also provides opportunities for career exploration and skill development and is **not** designed to solely benefit the employer, although the employer may, in fact, benefit from the activities performed by the participant. Instruction in employability skills or generic workplace skills should be addressed by staff and worksites during a work experience. Work experiences may also provide exposure to various aspects of an industry and include progressively more complex tasks.

Work experiences should be planned, structured learning experiences that take place in a workplace for a limited period of time and may be in the private for-profit sector; the non-profit sector; or the public sector and may be paid or unpaid learning activities. Participants receiving an unpaid work experience may receive a stipend upon approval of the Workforce Development Board (WDB). A work experience should also include an academic and occupational education component.

A work experience can also include activities such as summer employment, pre-apprenticeship, internships, job shadowing, and on-the-job training (OJT). Participants receiving OJT must follow the local OJT policy.

Who Can Participate in a Work Experience?

Enrolled adults, dislocated workers, and youth who meet eligibility requirements of WIOA may participate in a work experience pending available funding and **determination that the activity aligns with the individual’s plan of service based off their individual assessment results demonstrating the activity is needed.**

Participants who have little or no work history or are interested in exploring and gaining exposure to new/different skills are good candidates for a work experience activity. WEX activities must be linked to career goals and learning transferrable skills and enhancing employability.

Career Advisors must assess the readiness of participants and determine suitability. Things to consider may include maturity, skill levels, transportation, and commitment. Often a work experience can also be correlated to other program expectations such as completing training or planned in conjunction with education or other expectations. Participant expectations should be outlined in the signed Participant Agreement (**Attachment I**).

Prior to and during a work experience, staff should provide information and guidance on soft skills, work readiness skills, and employer expectations. Staff **must provide at least one work readiness activity** with each participant prior to the first day on the worksite and documented in NCWorks. This can be completed individually or in a group setting that reviews the expectations of a work experience along with basic employer expectations. Service providers may also want to consider providing scheduled workshops/sessions related to work readiness during the duration of the activity.

Length of a Work Experience/Funding

1. A WEX is **part-time for a period of two to six months**. As appropriate, a work experience may be extended (however, not past six months). Work experience agreements and activities must be updated to reflect the actual start and end dates accordingly.
2. Participants **should not work more than 30 hours per week, or eight hours per day**. The length and hours of placement should be determined based on availability of the individual and the worksite and should take into consideration other commitments such as school and family obligations.
3. Participants may participate in **up to two paid work experiences** if deemed appropriate.
4. A minimum of 20% of the region's allocation must be spent on WEX.

When planning work experiences, consideration of funding is essential. A work experience can be shortened or terminated by the worksite, the participant, or staff if expectations are not being met (after corrective action has been put into place), or if at any point funding is determined limited.

NOTE: WIOA Youth funding requires that at least 20% of regional funds be spent on youth work experience/OJT. This includes participant wages and staff time used for the development and management of work experiences.

NOTE: Service providers must develop a tracking system or use **Attachment G** in order to track staff time spent on the development and management of youth program work experiences. This tracking will be used for reporting and funding purposes.

Timesheets/Work Permits/Wage and Hour (www.wagehour.dol.gov) (Attachment E)

When a work experience is paid, the employer of record is the WIOA service provider (unless contracting through a temp agency or other organization, as approved). Participant wages are paid from WIOA funding. Staff must ensure proper tax forms (W-4 and NC-4) and Employment Verification (I-9) are completed prior to working. It is recommended that participants be paid at least every two weeks with a payroll schedule provided to each participant. Each participant's rate of pay and timeframe/hours should be included on the agreement.

Participants under 18 must have a Youth Employment Certificate/work permit before beginning work. Work permit information can be found at <https://www.labor.nc.gov/workplace-rights/youth-employment-rules>.

When determining a participant's rate of pay:

1. Wages shall be paid at no less than the minimum wage.
2. Wages should be compensated at the same rates as trainees, or employees who are similarly situated in similar occupations and should align with prevailing wage of the entry level position. A flat rate of pay applied to all individuals participating in a WEX is not allowed.

WIOA work experience wages are not eligible for unemployment insurance benefits as the activity is considered a component of a workforce development training program. Earnings received from a work experience should not impact a participant's public assistance; however, individuals should inquire with the appropriate agency. WIOA staff are expected to assist individuals as needed in understanding wages and benefits.

Timesheets must be completed to reflect the number of hours worked at the worksite (**Attachment E**). If applicable, youth participants can be paid for scheduled work readiness training as part of their work experience hours. Staff should assist participants and worksites in keeping timesheets completed accurately; ensuring they are reviewed and signed by the participant, the worksite, and staff. State and federal wage and hour laws require that employees are paid for all hours worked.

It is encouraged that participants that work six or more hours receive a designated minimum 30-minute unpaid lunch break. By law if an authorized break is less than 30 minutes, it is paid work time.

Choosing a Worksite/Worksite Expectations

Matching the participant with the right worksite/employer is essential to making a work experience successful and beneficial to all parties. Worksites must receive WEX training from staff that review the following expectations (**Attachment C**):

- Employers need to have a clear understanding and expectation of the attitudes and habits that a participant may exhibit.
- Employers need to be prepared to spend adequate, quality time with the participant and provide appropriate supervision that allows for skill development in a safe environment.
- Worksites must have designated supervision that provides guidance, work assignments, and skill development.
- Supervisors should complete evaluations every two weeks; review and approve timesheets; keep staff informed of any issues and/or exceptional performance; and report any accidents immediately.

- Worksites must have general liability coverage, maintain work experience agreements along with emergency contact information for the participant.
- **Staff and the worksite must develop a job description/training outline individualized to the expectations and complete a worksite agreement (Attachment B).**

Worksites are encouraged to interview potential participants as part of the work experience process. Worksites should be selected based on the interests and abilities of the individual. Keeping in mind that a work experience is designed to provide career exploration and hands on learning, if needed, a participant may be moved from one worksite to another when appropriate. Staff should also consider any criminal background the customer may have that may impact placement or the type of work being performed. WEX funds can be used to pay for background checks if needed.

Career Advisors may benefit from making use of other staff in the center that engage in employer outreach in order to identify potential worksites. Business Service Representatives often have established contacts that will assist in placements, site visits, and completion of paperwork. **Regardless of who is completing the paperwork and/or visits, all aspects must be documented in NCWorks.**

Things to consider when selecting a worksite include adequate work and work space, demands of the worksite, work place safety, and realistic expectations. Staff should use their best professional judgement regarding placing youth in a situation that might make them feel vulnerable, unsafe, or threatened. When choosing employers, staff should consider the “value added” contributions an employer is willing to make such as refinement of work maturity skills; integration of work and learning; provision of on-site educational services; and exposure to skill training, mentoring, exploration, career guidance, and/or possible future employment.

Worksites should provide general liability coverage. WIOA providers will ensure that workers compensation insurance is provided to each participant and handle aspects of payroll processing (with the exception of OJT, then the employer provides workers compensation/payroll). Worksites are expected to adhere to labor laws and OSHA compliance expectations and complete a Worksite Agreement.

Employers will benefit by participating in the WEX activity as it allows the employer to invest in developing the workforce and engage with workforce development programs, while benefiting from the assistance of the placed individual.

In order to avoid potential conflict of interest, WEX placements should not occur at the WDB office or local career centers, nor be placed at a worksite where his/her family is engaged in an administrative capacity, or at a location that includes sectarian/religious activities .

NOTE: WEX activities shall not reduce current employees’ work hours, displace current employees or create a lay-off of current employees, impair existing contracts or collective bargaining agreements, and/or infringe upon the promotional opportunities of current employees as defined in the Fair Labor Standards Act.

The Worksite Agreement (Attachment A)

There must be a signed worksite agreement between the NCWorks service provider and the employer that articulates the learning to take place and the length of placement. The worksite agreement must be completed and signed prior to the start of the WEX establishing a formal working relationship. Staff will use the local worksite agreement included as part of this policy.

If it is necessary to make changes to a worksite agreement, staff along with worksite supervisor will complete the Worksite Agreement Modification form provided as **Attachment F** and scanned into NCWorks. Examples that may require a modification include changes such as start/end date and rate of pay.

Job Description/Training Outline (Attachment B)

The staff, participant, and the worksite supervisor should jointly develop a job description/training plan defining expected duties, identify skills the participant may possess, and identify skills that are expected to be learned during the WEX.

WIOA Staff Expectations/Monitoring/Evaluation (Attachment D)

Staff should be actively engaged in the development of a work experience. While placing certain responsibilities on the individual may be appropriate, staff must ensure that all parties understand expectations, address any concerns, and have open and frequent communication. Once a participant has begun the WEX, staff must maintain contact with the participant, including counseling, if needed.

Staff should address the following elements of a WEX:

- ✓ Provide pre-WEX activity
- ✓ Assist the participant in identifying potential worksites
- ✓ Connect with the employer and review employer expectations
- ✓ Monitor worksites to include a site visit and evaluation at least every two weeks
- ✓ Provide guidance and training to participants to include worksite expectations
- ✓ Ensure customer is receiving adequate training/learning opportunities
- ✓ Establish and maintain necessary documents related to placements
- ✓ Handle aspects related to payroll based on the established scheduled

Prior to the first day at the worksite, **staff are expected to provide at least one work readiness activity** to the participant to address basic employer expectations, etc. Planned work readiness training activities incorporated as part of the work experience can be paid time if included on the timesheet. Service providers are encouraged to develop and provide ongoing work readiness guidance that will result in successful completion.

Worksite visits should be made at least once per pay period, unless deemed necessary for more frequent contact, using the attached evaluation to be completed every two weeks. Each visit allows staff the opportunity to collect timesheets, observe work skills, address concerns, provide guidance, and address employer needs. If it is determined that there is not adequate, supervised work, or deemed not appropriate, a new worksite

should be pursued. Worksite visits also provide opportunity to engage with employers and provide resources that may be of benefit to them through the career center.

If the participant displays disciplinary problems, staff and the worksite supervisor should address the participant accordingly to correct the behavior as soon as possible. Ongoing problems or signs of no improvement may result in termination of the work experience. Illegal activity such as theft, use of drugs or alcohol, can be reason for immediate termination.

The following three-step procedure may be used in addressing behavior concerns:

1. Verbal warning is provided by the worksite supervisor and the career advisor to the participant.
2. Written documentation will be provided on the evaluation and a meeting between all parties to discuss behavior/performance concerns.
3. Termination may be deemed necessary after verbal and written warning has not corrected behavior.

Documentation and worksites may be monitored at any time by the Local Area, the NC Division of Workforce Solutions and/or the US Department of Labor.

NCWorks Documentation

All work experiences are to be documented in NCWorks by keying the appropriate activities, case notes, scanning of documents, and including it on the individual's service plan.

Case notes should include the following:

- A summary of the WEX plan including location, schedule, pay rate, and overview of expectations/competencies to be learned, and how this activity will benefit the customer
- Updates to reflect progress of the placement, to include identified issues and solutions
- Documentation of site visits, etc.
- A summary upon completion of objectives and next steps

Work Experience activities include the following:

- 219 Adult/DW Work Experience
- 104 Workshop (Adult/DW Pre-WEX activity)
- 426 Youth Paid/Unpaid Work Experience
- 401 Pre-employment Training (Youth Pre-WEX activity)

Activities must have correct start and end dates that align with the first and last day at the worksite, which should also correspond to worksite agreements. When keying the WEX activity, the Provider should be identified as the worksite/employer in NCWorks. Prior to keying the WEX activity, the employer must be set-up as a Provider within NCWorks. Obtaining a W-9 from the employer will provide the necessary information to include them in NCWorks as a Provider and should be submitted to WDB staff for keying into NCWorks.

Agreements, timesheets, and other documents related to the work experience should be scanned into NCWorks following local and state guidance regarding scanning and redacting.

Supportive Services/Incentives (As funds allow)

Supportive services may be provided to participants who are placed in a work experience if a need is identified that prohibits successful completion following the local Supportive Services Policy. Common supportive services include transportation and daycare assistance.

Participants should receive guidance on money management which may reduce the need for supportive services. Youth that successfully complete their planned work experience may receive a \$50.00 incentive following the local Incentive Policy.

Workplace Safety and Child Labor Laws

General workplace safety is to be monitored by staff and worksite supervisors. Any identified issues must be addressed immediately by staff. A worksite must ensure that, if applicable, it will adhere to Child Labor Laws established by the NC Department of Labor and ensure safe and sanitary working conditions for all participants. Drug tests may be performed at random or in the event of a workplace accident if deemed necessary or if required by workers compensation insurance or the worksite.

All accidents must be reported to the worksite supervisor and employer of record and handled appropriately.

Required Forms/Checklist

All participants must be deemed eligible and enrolled in WIOA, including the collection of all necessary documentation. The following additional items are also required for WEX:

- ✓ Individual assessment results identifying need for WEX included in case notes
- ✓ Pre WEX activity for participant (keyed into NCWorks)
- ✓ Worksite Agreement and review of WEX expectations by employer (Attachment A)
- ✓ Job Description/Training Outline (Attachment B)
- ✓ Worksite Orientation (Attachment C)
- ✓ Participant Evaluations per two-week pay period (Attachment D)
- ✓ Timesheets (Attachment E)
- ✓ Worksite Agreement Modification (Attachment F)
- ✓ Staff Time Tracking Form (Attachment G)
- ✓ Emergency Contact Sheet for worksite (Attachment H)
- ✓ Participant Agreement (Attachment I)
- ✓ Tax Forms (Federal W-4 and State NC-4 Form)
- ✓ Employment Eligibility Verification Form (I-9)
- ✓ WEX activity is included in NCWorks and on the individual service plan
- ✓ Youth Employment Certificate (if under age 18)
- ✓ Staff Summary Write-up Upon Completion

NOTE: In an effort to document success stories of participants and program activities, staff must complete a written summary upon completion of the WEX and submit to the WDB. Summaries should include the participant/worksites name, timeframe, general description of meaningful activities completed, any employer/participant feedback, and any other details that show the value-added benefit of the WEX to the participant, employer, or community. When possible, please include a photo related to the WEX.

References:

[TEGL 23-14 \(WIOA Youth Program Transition/Activities\)](#)

[DWS Guidance on the Provision of Work Experiences PS 10-2017](#)

[DWS Policy Statement 04-2015 OJT Using WIOA Funds](#)

<http://www.ncpublicschools.org/cte/curriculum/work-based/policies/>

<https://www.labor.nc.gov/>

<https://www.labor.nc.gov/workplace-rights/youth-employment-rules>