October 17, 2001

LWIA #2 ISSUANCE 01-01

TO: All WIA Title I Program Operators

FROM: Sharon Hays, Executive Director

SUBJECT: Scope of Work for the following activities:

- Administrative and Management
- Eligibility Verification and Liability for Erroneous Eligibility Determination
- Program Operational
- Counseling and Supportive Services
- Transitional Services

PURPOSE: To provide a Scope of Work for the General Provisions that are applicable to all LWIA #2 Scopes of Work and Contracts.

SUBSTANCE: In response to implementing the administrative and programmatic general provisions of the Workforce Investment Act of 1998, Final Rule; the attached scope of work has been revised to reflect the requirements of the new Act.

ACTION: This Scope of Work is to be used by sub-contractors effective immediately.

CONTACT: If you have any questions regarding this issuance, please contact me at (660) 327-5125.

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Sharon Hays
Executive Director

NEMO Workforce Investment Board, Inc.

Workforce Investment Act
Administrative and Management
Scope of Work

A. General Provisions

1. The Contracting Agency will institute general accepted management procedures to ensure compliance with the Administrative Agency's Scope of Work. The Contracting Agency will revise procedures to reflect any changes in program administration as indicated by the Administrative Entity.

2. The Contracting Agency agrees to adhere to the provisions of all LWIA #2 and DWD Issuance's.

3. The Contracting Agency agrees to hire and train sufficient staff capable of performing all contractually required aspects of program operations.

4. The Contracting Agency agrees to notify the Administrative Entity in writing of any administrative staff changes. Qualifications of new personnel are also requested, i.e. copy of resume.

5. The Contracting Agency will provide training and orientation on any contract "Scope of Work" to all staff funded under this contract.

6. The Contracting Agency agrees to attend all program operators and/or one-stop operator meetings called by the Administrative Entity.

7. The Contracting Agency agrees to notify the Administrative Entity of the need for additional technical assistance in order to effectively deliver services that are applicable to the programs/activities funded under this contract.

8. The Contracting Agency agrees to implement any corrective action in accordance with procedures established by the Administrative Entity. The Contracting Agency also agrees to include any changes required by future legislation.

9. The Contracting Agency agrees to adhere to the provisions contained in the Missouri Toolbox Case Tracking System manual which by this reference is incorporated herein as if fully rewritten.

10. The Contracting Agency must complete all WIA Registration forms in Toolbox within 15 calendar days of the effective registration date.

11. The Contracting Agency agrees to submit Toolbox Data Change Request forms to the Administrative Entity for correction when any errors are noted.

12. The Contracting Agency will comply with the Administrative Entity and/or Division of Workforce Development established Complaint and Grievance Procedures. All staff of the Contracting Agency as well as all other interested persons will be informed of the procedures followed in filing a complaint and grievance concerning WIA. In addition, each individual will receive a copy of the Complaint and Grievance brochure. The procedures shall be posted in an area of public access in the Contracting Agency's office.

13. The Contracting Agency agrees that the transfer of funds from one program operator to another in the Northeast Region must have prior approval of the Administrative Entity. All requests for additional funds or line item budget revisions must be made in writing to the Administrative Entity.

B. Eligibility Verification and Liability for Erroneous Eligibility Determination

1. The Contracting Agency agrees to develop and implement a system to ensure the accuracy of the information utilized in determining eligibility. Eligibility criteria as provided on the agency application should be used as a basis for determining potential eligibility. Earned income, self-employment income and/or public assistance should be verified in hard copy. Verifications should be made by the sole source provider.

   a. The Contracting Agency shall take sufficient precautions to prevent any erroneous eligibility determination by ensuring that:

      - All eligibility assessment forms are completely and correctly filled out, following the directions and instructions in the Missouri Toolbox Case Tracking System manual and associated DWD Issuance's and Memorandums, signed by the Contracting Agency staff, and signed and dated by the participant;
      - Acceptable verification of general eligibility is provided by the applicant;
      - Acceptable verification of income is provided by the applicant, as applicable; and
      - The participant is made fully aware of his/her prosecution for fraud for knowingly providing inaccurate information to the Contracting Agency.

   b. To ensure that errors or oversights do not occur, the WIA Registration form and eligibly assessment information must be reviewed, signed and dated by a second staff person within 30 days of the WIA registration.

   c. All documentation of eligibility verification must be maintained in the participant's file and be available for monitoring by the Administrative Entity or it's designated independent monitoring unit.

2. The Contracting Agency shall ensure that no more than 30% of the adult participants and no more than 5% of the youth participants it enrolls per year are non-economically disadvantaged, and that those participant's barriers to employment are clearly documented on the IEP and in the participants file. A waiver indicating approval from the Administrative Entity must also be in the participant's file.

3. The Contracting Agency agrees to immediately notify the Administrative Entity of any youth participant found to be ineligible after enrollment and request the individual is deleted from the system. The Contracting Agency will be solely responsible for the repayment of any expended funds to the Administrative Entity after an investigation is conducted and it warrants such repayment be made in accordance with Public Law 105-220. This repayment of funds must be made from non-WIA funds.

C. Program Operational Provisions

1. The Contracting Agency agrees to establish and maintain an internal management information system, which will provide tracking of participant's status and services rendered, and fiscal expenditures and obligations as applicable to the programs/activities funded under this contract.

2. The Contracting Agency agrees to establish and maintain individual applicant and participant files as required by the Administrative Entity in order to permit proper auditing and monitoring.

3. The Contracting Agency shall take care that all personal information of participants is handled in such a manner as to protect the privacy and confidentiality of participants, to the extent that such privacy and confidentiality of participants is protected by Federal and State law.

4. The Administrative Entity and/or an independent monitoring unit will conduct a monitoring, at least annually, of all files and worksites in accordance with the NEMO Workforce Investment Board's Sub-state Monitoring Plan for all programs/activities funded under this contract. A written monitoring report will be sent to the Contracting Agency and if applicable, a written corrective action plan will be required from the Contracting Agency within 30 days receipt of the monitoring report on any noted concerns found during the monitoring review.

5. No participant may be assigned to or remain working at any worksite affected by a labor dispute or a work stoppage.

6. The Contracting Agency will obtain written concurrence from the appropriate bargaining agent where a collective bargaining agreement exists with any worksite. The concurrence indicates that the union has been consulted and agrees with the proposed work project. If the union does not respond to the request for concurrence within 30 days, the program may proceed.

7. The Contracting Agency will ensure that all participant worksites are aware of and receive a copy of the Child Labor Laws.

8. The Contracting Agency shall not place any participant at any worksite where adequate supervision cannot be maintained.

9. The Contracting Agency shall not place participants at any worksite affected by a hiring freeze, promotional freeze, or lay off from the same or substantially equivalent job within the same organizational unit.

10. The Contracting Agency shall ensure that all worksites provide participants with adequate orientation to worksite rules and standard practices.

11. The Contracting Agency shall not place any participant at worksites that are used for sectarian instruction or religious worship.

12. The Contracting Agency shall not provide financial assistance for any program under this title that involves political activities.

D. Counseling and Supportive Services

1. The Contracting Agency will establish linkages with other WIA and non-WIA service providers to ensure that throughout the participant's involvement with WIA Title I funded programs, services are provided which will lead to self-sufficiency through unsubsidized employment. Planned and actual services shall be documented on the Individual Employment Plan (IEP) and retained in the participant's file.

2. The Contracting Agency will provide counseling services every month. The primary focus on counseling will be to assess each participant's progress relative to his/her planned training program. Counseling contacts must reflect what services were provided to the participant in a concise, organized manner. Documentation of the dates and subject of all counseling contacts will be documented on Toolbox Case Notes and/or IEP updates.

3. The Contracting Agency will ensure that all participants develop and demonstrate basic work competencies to include at a minimum:

   a. Participant's progress relative to any employment barriers identified earlier on the IEP.
   b. Participant's progress towards demonstrating basic work competencies to include:
      - Acceptable work habits, i.e. attendance, punctuality, use of time, use of privileges and use of property; acceptable work attitude to include cooperation, relationship to other employees, dependability, initiative and attitude towards directions and instructions;
      - Acceptable work quality and quantity to include accuracy, knowledge of work, learning speed, application of instruction to work, and amount of work produced in terms of the particular job.

   Counseling Services should also include:

   - Ensuring that participants and employers/instructors are adjusting to the training activity;

- Developing an atmosphere for participant and employer/instructor communication to provide a network for the resolution of problems;
- Assistance towards identifying and resolving any potential problems;
- Labor market information;
- Job seeking skills training;
- Employment transition planning;
- Job development and referral.

4. Participants will be informed of their deficiencies in basic work competencies after each review and counseling activity. Work competency results, observations and/or recommendations shall be documented on the IEP case notes and become a part of the participant's file.

5. The Contracting Agency agrees to review the participants IEP with them during each counseling visit. The IEP shall reflect changes, identify additional services or training needs and record program accomplishments. Participants shall receive copies of all changes reflected on the IEP.

E. Transitional Services

1. The Contracting Agency agrees to provide placement/transitional services leading to unsubsidized employment for each individual who does not complete training or who does not obtain unsubsidized employment upon completion of his/her training. These services will include but not be limited to the following:

   - Frequent contact with employers in order to identify job openings and to promote the hiring of participants;
   - Maintaining linkages with other agencies who may have information about available jobs in the area, such as the local DWD staff;
   - Referrals to other available activities and services based on the counselor's assessment;
   - Referral of the participant to the local DWD staff to update and/or complete their work registration on Missouri WORKS!

2. The Contracting Agency agrees to provide follow up services by maintaining contact with the participant on a monthly basis after the participant has entered unsubsidized employment. Follow-up services should be for not less than a twelve-month period following the first day of employment. All follow-up contact information will be recorded in the Toolbox Case Tracking System on a monthly basis.