



# NORTHWEST IOWA LOCAL POLICIES AND PROCEDURES

NORTHWEST IOWA WORKFORCE  
DEVELOPMENT BOARD



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# NORTHWEST IOWA LOCAL POLICIES AND PROCEDURES

## ADMINISTRATION AND GOVERNANCE

### ACCOUNTING AND FINANCE POLICIES AND PROCEDURES

The CLEO will designate a Fiscal Agent pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA). While WIOA permits the CLEO to designate an entity to serve on his/her behalf as fiscal agent, the designation does not relieve the CLEO of financial liability for any misspent funds. Under WIOA, the CLEO retains ultimate liability for the repayment of any WIOA funds which have been misused or costs which have been disallowed.

The purpose of this Policy is to articulate the expectations of the designated Fiscal Agent.

#### A. DELEGATION OF RESPONSIBILITIES

1. The CLEO and LWDB may delegate to the Fiscal Agent the power and responsibility to enter into contracts, subcontracts, and other agreements subject to CLEO and LWDB approval, to receive, expend, and distribute funds, to develop and evaluate procedures for financial management, and to hire, organize, and train the staff needed to carry out these responsibilities.
2. The Fiscal Agent will accept on behalf of the CLEO all grant funds associated with Title IB of WIOA, as well as other related grants designed to help carry out the purpose of WIOA programs. This responsibility also includes funds available under the Trade Adjustment Act (TAA), if applicable.
3. The Fiscal Agent will disburse WIOA funds for allowable workforce innovation activities on behalf of the CLEO. As required by law, these disbursements will occur at the direction of the LWDB, provided that the purpose for the disbursement is allowable, authorized and documented.
4. The Fiscal Agent's necessary and reasonable administrative costs for performing the duties of fiscal agent will be paid from WIOA funds available for administrative expenses as reflected in an operating budget which the Fiscal Agent shall submit to the CLEO and LWDB annually for approval.
5. No provision for profit is allowed for the Fiscal Agent and any excess of revenue over the costs must be counted as program income and spent in compliance with WIOA program income requirements. Interest earned on funds received under WIOA Title I must also be included in program income.

## **B. GENERAL EXPECTATIONS OF THE FISCAL AGENT FOR ADMINISTRATION**

1. The Fiscal Agent will comply with Federal and State law, regulation and policy established for WIOA programs.
2. The Fiscal Agent will comply with relevant circulars of the Office of Management and Budget. These include but are not limited to the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR, Part 200 and DOL's Exceptions at 2 CFR 2900.
3. The Fiscal Agent will maintain an accounting system that will meet all the fund accounting and reporting requirements for WIOA grant programs.
4. The Fiscal Agent will employ, train, and maintain a sufficient number of qualified staff members necessary to fulfill the duties of fiscal agent, subject to the limitations of an annual budget.
5. The Fiscal Agent will continuously review operational policies and make recommendations to streamline or improve administration of WIOA programs.
6. The Fiscal Agent will manage an appropriate system for the award and administration of grants and contracts, including monitoring of grants and contracts.
7. The Fiscal Agent will enter into written grant agreements or contracts only as needed and when clear goals and obligations are established and at the direction of the LWDB.
8. The Fiscal Agent will monitor the implementation of all grants and contracts and fulfill the requirement on local areas to conduct financial monitoring not less frequently than annually.
9. The Fiscal Agent will take prompt and appropriate corrective action upon becoming aware of any evidence of a violation of Federal or State WIOA rules or policies.
10. The Fiscal Agent will closely monitor the life of all grant funds to ensure they are used to the maximum amount allowed under WIOA and to avoid any loss of funds allocated to the LWDA.

## **C. PROCEDURAL EXPECTATIONS**

1. The Fiscal Agent will manage a property control system that meets all Federal and State requirements and provides for a full accounting of all property and equipment purchased with WIOA funds.

## **D. SERVICE EXPECTATIONS**

1. The decisions made by the Fiscal Agent will be transparent and based on the good of participants and the service delivery system within the local workforce innovation area as a whole.
2. The Fiscal Agent will assure continuity in customer services.

## **E. REPORTING EXPECTATIONS**

1. The Fiscal Agent shall provide the following information monthly:
  - a. Reports and other documents that summarize the current financial conditions of all WIOA grants awarded to the LWDA, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CLEO and LWDB may identify in conjunction with the execution of their responsibilities under this Agreement.
  - b. Reports and supporting documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CLEO and LWDB retain ultimate responsibility.
2. The Fiscal Agent shall meet with a representative of the local board on a regular basis to review reports and address questions or concerns. These meetings shall be held not less frequently than quarterly.

## **F. SEPARATION OF DUTIES**

1. The Fiscal Agent will follow all separation of duties and conflict of interest requirements under WIOA.

## **G. LIABILITY EXPECTATION**

1. The Fiscal Agent will be held accountable for all expenditures or costs that violate WIOA requirements. This includes disallowed costs resulting from Fiscal Agent's failure to apply or properly interpret WIOA requirements, negligence, Fiscal Agent's failure to follow accepted standards of financial management or other failure to safeguard WIOA funds. All agreements or contracts with service providers shall include provisions that require the service provider to be responsible for disallowed costs resulting from the service provider's known failure to apply or properly interpret WIOA requirements, gross negligence, the service provider's failure to follow accepted standards of financial management or other failure to safeguard WIOA funds.
2. In the event costs are disallowed, the CLEO will seek reimbursement from the Fiscal Agent for all disallowed costs and expect the Fiscal Agent to repay these costs with non-Federal sources of funds. The Fiscal Agent may seek reimbursement from the service provider or other contractors for whom costs were disallowed. The Fiscal Agent shall assure that any such reimbursed costs will be paid from non-Federal sources of funds.

## H. OTHER EXPECTATIONS OF THE CLEO AND LWDB

1. The CLEO and LWDB expects to work in partnership with the Fiscal Agent to safeguard WIOA funds and to assure that the funds available in the LWDA are used for the maximum benefit of citizens in the local area.

## CONFLICT OF INTEREST

### Code Of Conduct

The following standards shall apply for the members of the Board, committees, staff, recipients, sub-recipients, contractors, and partners:

1. Adherence to the conflict of interest policies.
2. Adherence to procurement procedures that serve to minimize the appearance of conflicts, in addition to eliminating actual conflicts. Members who represent the One Stop Operator, Partners or actual or potential Service Providers and who serve on committees that oversee the One Stop System or the allocation of resources that would potentially be allocated to their programs shall refrain from discussing or voting on any matter that would financially impact the programs they represent.
3. Any Member that develops or drafts specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. To avoid potential conflicts as circumstances, change, Members whose employers may wish to participate in a future procurement will refrain from involvement in specification development or procurement processes.
4. It is the policy of the Board to discourage ex parte communications with any Board Member or any other person serving as an evaluator during the Request for Proposal (RFP) process. A Board Member or evaluator will not solicit nor receive any oral consideration. Any written communication to a Board Member or evaluator from potential contractors will be distributed to all board members by the executive director or his or her designee. Potential contractors who attempt to improperly influence the process will receive adverse scores. Any and all written communications should be provided to staff to be distributed to Board Members. Any other communication should be rejected by Members.
5. It shall be the policy of the Board that individual Members cannot commit the Board; rather, only the action by the Board, or the authorized actions of the Board Executive Committee, can constitute Board commitments.

### Ethical Principles

It is the Board's policy to be knowledgeable of, and comply with, all applicable federal and state laws and regulations in a manner that will reflect a high standard of ethics. Compliance

does not comprise one's entire ethical responsibility; rather it is a minimum, and an essential condition for adherence to mission and duties.

It is the Board's policy that its representatives be knowledgeable of emerging issues and professional standards in the field and conduct themselves with professional competence, fairness, efficiency, and effectiveness.

### **Conflict of Interest**

It is the policy and expectation of the Board that its members will fulfill the fiduciary duties applicable to their service. Due to the legal and statutory structures of the Board, it is expected that conflicts of interest will arise, and this policy is intended to provide a framework that will allow the work of the Board to be achieved without the fact of or appearance of impropriety. The Board and all other agencies receiving direct financial assistance through WIOA shall avoid conflict of interest, real or apparent, by observing the following requirements:

1. Each grant recipient and subrecipient must maintain a written code of standards or conduct governing the performance of persons engaged in the award and administration of WIOA contracts and sub grants.
2. No individual in a decision-making capacity shall engage in any activity if a conflict of interest (real, implied, apparent, or potential) is involved. This includes decisions involving the selection, award, or administration of a sub grant or contract supported by Workforce Innovation and Opportunity Act (WIOA) or any other federal funds.
3. A Board member or a member of a Board committee cannot cast a vote or participate in any decision-making about providing services by such member (or by any organization that member directly represents) or on any matter that would provide any direct financial benefit to the member or to the member's organization.
4. Before any public discussions regarding the release of a Request for Proposal (RFP), or any matter regarding the release of funding or the provision of services, a Board Member or a member of a Board Committee must disclose any real, implied, apparent, or potential conflicts of interest before engaging in the discussion. The minutes of the meeting must reflect the disclosure.
5. Board and Committee Members or a member of agents of the organizations making awards cannot solicit or accept gratuities, favors, or anything of monetary value from awardees, potential awardees, or other parties to agreements.
6. Disciplinary actions may be taken up to and including termination of board membership for violation of this policy by any individual. The Executive Committee to the Board may evaluate any violations of these provisions on a case-by-case basis and recommend to the CEOs, if and what penalties, sanctions or other disciplinary action are appropriate.
7. Individuals shall not use for their personal gain, for the gain of others, or for other than officially designated purposes, any information obtained as a result of their committee, board or working relationships with the Board where that information is not available to



the public at large or divulge such information in advance of the time decided by the Board for its release.

8. One Stop Operators must disclose any potential conflicts of interest arising from relationships with other service providers.
9. Any organization that has been selected or otherwise designated to perform more than one function related to WIOA must develop a written plan that clarifies how the organization will carry out its multiple responsibilities while demonstrating compliance with WIOA, corresponding regulations, relevant Office of Management and Budget circulars, and this Policy. This plan must limit conflict of interest or the appearance of conflict of interest, minimize fiscal risk, and develop appropriate firewalls within that single entity performing multiple functions. The plan must be agreed to by the Board.
10. Membership on the Board or being a recipient of WIOA funds to provide training or other services, is not itself a violation of conflict-of-interest provisions of WIOA or corresponding regulations.
11. Each Member shall sign a Conflict of Interest Attestation denoting that the Conflict of Interest Policies have been read, are understood, and that the Member pledges to conduct him/herself in accordance with such policies and procedures during their service to the Board.

## *DISCLOSURE*

1. Any member that has, or believes he or she has, a conflict of interest must disclose such potential conflict in accordance with the procedures established by the Board in this policy and shall do so in writing on a prescribed form. The following are deemed conflicts of interest that create a duty of member to fully disclose such interest immediately:
  - a. If member has a significant personal financial interest in a proposed transaction involving the Board.
  - b. If member is employed, or is a Trustee, Director, Officer or Member of any individual, organization, or entity that shall have a direct or indirect financial interest in a proposed transaction involving the Board.
  - c. If a Member represents a third party either through personal, professional, or confidential relationship and such party shall have a financial interest in a proposed transaction involving the Board.
  - d. No Member shall participate in the selection, award or administration of a procurement supported by WIOA funds where, to the individual's knowledge, any of the following has a financial or substantial interest in any organization which may be considered for award:
    - i. the officer, employee, agent or Board Member;
    - ii. any Member of his or her immediate family;
    - iii. his or her partner, or;
    - iv. a person or organization which employs, or is about to employ, any of the above.

2. In accordance with 20 CFR 683.200(c)(5)(i) "...a State WDB member, Local WDB Member, or standing committee member must neither cast a vote on, nor 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 or that Member's immediate family." In the event that a Board Member has an interest, directly or indirectly, in a business entity that would have a direct financial effect due to any official action taken by the Board, the Member shall declare, before a vote or discussion on the matter, the nature and extent of the interest and shall not voluntarily discuss the proposed Board action. Any such member shall recuse him or herself from participation prior to the official vote. This limitation on discussion shall not prohibit the Member from providing factual information in response to direct questions concerning the matter from other Members. The disclosure shall be reflected in the minutes of the meeting.
3. If an award of funding is made with a Member violating the requirements of this policy, the Board is empowered to immediately suspend the obligation; the suspension is subject to review at the next regular or special meeting of the Board. The balance of the Board, excluding the Member(s) with potential conflict, will then determine what final corrective actions are necessary. Actions will be taken in accordance with this Conflict of Interest Policy, and could include removal of the Member, suspension of the obligation, termination of the obligation, or civil action to recover any monetary damages.
4. This policy is not meant to necessarily rule out transactions between the Board and other persons or entities where an interest or a relationship between the Member and such a person or entity exists. This policy does, however, require proper disclosure and documentation of such relationships so that all decisions regarding these possible transactions are made in the best interest of the Board. As stated in 20 CFR Section 683.200(c)(5)(ii) "Neither membership on the State WDB, the Local WDB, or an LWDB standing committee, nor the receipt of WIOA funds to provide training and related services, by itself, violates the conflict-of-interest provisions."
5. Nothing in this policy should be construed to prevent any Member's participation in WIOA programs. Board membership should not result in an employer receiving any more or any less consideration for trainees. What is important is to ensure that the officer, employee, agent, or Member does not approve his/her own training package, or contract for services, but that the system of approval allows for objective determinations.

### ***DISCLAIMER***

This policy is based on the Board's interpretation of the statute, along with the Workforce Innovation and Opportunity Act; Final Rule released by the U.S. Department of Labor and federal and state policies relating to WIOA implementation. This policy will be reviewed and updated based on any additional federal and state guidelines.

## FIREWALLS

The purpose of this Policy is to provide guidance in the Board's commitment to guard against problems arising from real, perceived, or potential conflicts of interest not only through sound conflict of interest policies, but also through the establishment of suitable firewalls in the event of such conflicts.

### A. Definitions

Conflict of Interest: A conflict between the official responsibilities and the private interests of a person or entity that is in a position of trust. A conflict of interest would arise when an individual or organization has a financial or other interest in or participates in the selection or award of funding for, an organization. Financial or other interest can be established either through ownership or employment.

Firewall: 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, reporting hierarchy of managers and staff that provide clear separation between job duties and responsibilities, and conflict of interest/confidentiality/disclosure agreements.

### B. Firewall Guidelines

Conflict of Interest Policy: All members of the Board, its established committees and the individuals/organizations functioning as staff to the board shall sign a Conflict of Interest Attestation acknowledging receipt, review, and acceptance of the policy. These members have a continual duty to recognize potential conflict of interest upon the occurrence of any situation that would give rise to a potential or actual conflict of interest.

Multiple Roles: When a single entity fulfills more than one of the following roles including, but not limited to, Fiscal Agent, Board Staff, OSO or direct service provider, such entity is required to adhere to the guidelines set forth in this Policy.

### C. Control Activities - 2 CFR 200.318(C)(1)

The organization maintains standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. The standards of conduct provide that no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. The

standards of conduct state that a conflict of interest would arise when the employee, officer, or agency, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or tangible personal benefit from a firm considered for a contract. Officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contactors or parties to subcontracts. The standards of conduct provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

#### **D. Fiscal Agent**

Role: The role of the Fiscal Agent is limited to accounting and funds management functions such as receiving funds, ensuring sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget circulars, the Workforce Innovation and Opportunity Act (WIOA) and the corresponding federal regulations and state policies. The Fiscal Agent is responsible for responding to audit financial findings, maintaining proper accounting records and adequate documentation, and preparing of financial reports. The Fiscal Agent must also, provide financial assistance to subrecipients regarding fiscal issues.

The Fiscal Agent shall ensure that an audit of the Board's financial statements and schedule of expenditures of federal awards is conducted by an independent third-party auditor on an annual basis. Such audit shall also include a review of the internal controls. The Fiscal Agent shall present the audit results to the CLEO and the Board annually.

#### **E. Executive Director**

Role: The role of the Executive Director is to oversee the operation and administration of the Northwest Iowa Local Workforce Development Board. The Executive Director is charged with assisting in carrying out the functions described in the local board required functions.

#### **F. One-Stop Operator**

Selection of OSO: The Board shall select its OSO through a competitive procurement process at least once every three (3) years (WIOA Sec. 121 [d][2][A]). As part of that process, the Board must clearly articulate the expected role(s) and responsibilities of the OSO. When selecting the OSO, the Board shall comply with the federal procurement standards outlined in the Uniform Guidance, as well as any state or local procurement policies.

Conflicts with Title I Service Providers: The OSO will report any concerns or issues relating to conflicts of interest with any Title I service provider directly to Board or the Board Executive Director.

Duties: The primary role of the OSO is coordinating service delivery among the partners in the one-stop system. One-Stop Operators must comply with Federal regulations, and procurement policies, relating to the calculation and use of profits. The OSO will coordinate the service delivery of required one-stop partners and service providers. The OSO has no staffing authority over the hiring, firing, termination, promotion, etc. of staff members.

The OSO reports to the Board's Executive Director.

## **G. Title I Service Providers**

Selection of Title I Service Providers: Providers of Title I Adult, Dislocated Worker and Youth programs will be competitively procured in accordance with federal and state policies.

Conflicts with One-Stop Operators: Providers delivering Title I Adult/Dislocated Worker services and Title I Youth services will report any concerns or issues relating to conflicts of interest with the OSO directly to the Board or the Executive Director to the Board.

If the Title I Adult/Dislocated Worker program provider and/or the Title I Youth program provider is selected to serve as the OSO, firewalls must be in place to ensure the staff members providing Title I services are not performing OSO duties and vice versa.

The work and performance of the Title I service providers shall be monitored by the LWDB executive director in accordance with the Board's monitoring policy. Any issues related to the provision of services by a Title I service provider shall be handled by the Executive Director of the Board and a corrective action notice shall be issued. Should such issues not be resolved (or a plan for resolution be in place) within sixty (60) days of being identified, then the executive director will consult with the Board Chair and outstanding issues will be addressed by the Executive Committee of the Board.

Reporting: Title I Service Providers report to the Board's executive director.

## **H. Board and Committees**

Role in Conflicts: The Board will be responsible for all conflicts of interest oversight and monitoring activities, including but not limited to, imposing separation of duties and/or functions among individuals and entities party to this policy and restriction of access to

physical and electronic information. Members of the Board will be required to recuse themselves/abstain from any vote where a conflict of interest exists. In the event of a conflict of interest with staff, such person will not be involved in any selection process, meetings, or discussions. All conflicts will be shared with the CLEO and the Board Chair. In the event the conflict involves the CLEO, the Board Chair will communicate with the Executive Committee of the Board. In the event the conflict involves the Board Chair, the CLEO will communicate with the Board Vice Chair and other Executive Committee members. When a conflict involves staff, the CLEO, Board Chair, and/or staff member(s) not involved in the conflict will assume the duties and functions of the aforementioned staff.

The Established Conflict of Interest Standards State: Members must neither cast a vote on, nor 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 direct financial benefit to that member or that member's immediate family. Please see the Conflict of Interest Policy and 20 CFR 683.200(c)(5)(i) for more information.

Recusal from Vote/Quorum: The existence of a quorum is not affected by the recusal or abstention of a member if a quorum is initially present at the meeting. In situations where a member recuses himself/herself from a vote, any actions voted on after the departure of that member may still be passed as long as a majority of the initial quorum approves the action.

## **I. Individuals and Organizations Serving as Staff to the Board**

Executive Director: The Executive Director is responsible for the day-to-day operations of the Board and is charged with all local board required functions. The Executive Director is also responsible for preparing all meeting notices, documentation, and correspondence for board members.

Fiscal Agent: The Agent is responsible for accounting and fund management functions and also provides regular financial reports to the Board. The fiscal agent does not have the authority to approve/deny funding and/or payments. The Fiscal Agent is hired by the Northeast Iowa Local Workforce Development Board and reports directly to the Executive Director of the Board.

### Civil Rights

No action may be taken in selecting customers, in assigning them to services, employment or training site, or in exiting them from WIOA or from a WIOA activity if such action is based on discrimination with regard to race, color, national origin, political affiliation, or belief, religion, sex, disability, or age or marital status.

### Additional Rights and Benefits

1. Each participant shall be assured of worker's compensation or of comparable insurance coverage, as appropriate.
2. Each participant, before starting WIOA sponsored services, training, or employment, shall be informed of all rights and benefits to which the customer may be entitled in connection with such training or employment. This shall be provided in a program orientation session.
3. Each participant will receive individualized counseling services and be an active partner in the development of an Individual Employment Plan (IEP) or Individualized Service Strategy (ISS), based on individual service strategies developed for the participant. The participant shall receive a copy of the IEP or ISS.
4. Participants will not be permitted to work, be trained, or receive services under conditions, which are unsanitary or hazardous in any way to their health or safety.
5. Each applicant/participant shall be informed of the complaint and hearing procedure applicable to the WIOA activity in which they are enrolled. The right to file a complaint about any aspect of WIOA is granted by law to all applicants and participants.

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### COMPLAINTS AND GRIEVANCES

These procedures are for individuals who have been denied access to WIOA Basic or Individualized Services. Service providers may provide customers with access to programs and services operated and administered by other organizations and agencies.

Applicants/clients/participants may file a complaint about any aspect of their WIOA participation. If an individual has a complaint or grievance about programs or services administered by other organizations and agencies, he/she may need to process the complaint or grievance in accordance with the rules and procedures in place for that entity. Except for complaints alleging fraud, criminal activity, discrimination or sexual harassment, complaints shall be made within one year of the alleged occurrence.

## **A Grievance May Be Filed if:**

1. The grievance is regarding the WIOA programs or if there has been a violation of the law concerning a WIOA program and the filer was affected by that violation.
2. The individual seeking WIOA services was denied a program service or benefit for which he/she was eligible.

## **Types of Complaints Not Covered by These Procedures**

1. WIOA is not an entitlement program. This means that even if an individual is eligible to receive services under these programs, the individual may be denied access to a specific service allowable under program rules. This is not considered a violation of the law and may occur, because:
  - a. There may not be sufficient funds to enroll an individual into a program or provide a service at the time of application or the time of need for the service.
  - b. Local Areas determine the types and mix of services to offer and may have decided not to offer a particular benefit or service. In such instance, there would be no grounds upon which to file a grievance. A copy of the applicable policy will be made available upon request.
  - c. Under WIOA there are eligibility requirements and prioritization criteria. Individuals who are seeking services but who do not meet the eligibility or prioritization criteria cannot be served with these funds.
  - d. Local Areas have the flexibility to impose requirements or to develop policies and procedures applicable to the programs and services. Requirements, policies, and procedures that have been adopted may restrict access to a program service or may limit the availability of a program service.

## **Complaint Procedure**

Complaints must be filed within 180 days from the start date of the event or condition that is alleged to be a violation of WIOA.

### ***Informal Resolution***

Every attempt must be made to work things out informally before a grievance can be filed. Concerns must first be discussed with WIOA staff with whom the individual is currently working. If the matter is not resolved, a meeting with the Title I Director may be requested. This informal resolution process must be completed within 10 business days from the date the complaint was filed. If all parties are satisfied, the complaint will be considered resolved.

### ***State and Federal Resolution***

If an individual believes to have been subjected to discrimination under WIOA Title 1-financially assisted program or activity, a complaint may be filed within 180 days from the date of the



alleged violation with either: the recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose);

Iowa State WIOA EO Officer  
1000 East Grand Ave.,  
Des Moines, Iowa 50319  
Ph. (515) 281-8149

or

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

If a complaint is filed with the recipient, the filer must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever comes sooner), before filing with the Civil Rights Center (see address above). If the recipient does not provide a written notice of Final Action within 90 days of the day on which the complaint was filed, the filer does not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, the CRC complaint must be filed within 30 days of the 90-day deadline (in other words, within 120 days after the day on which the complaint was filed with the recipient). If the recipient does provide a written Notice of Final Action on the complaint, but the filer is dissatisfied with the decision or resolution, a complaint may be filed with CRC. The CRC complaint must be filed within 30 days of the date on which the notice of final action was received.

### ***What Information Should a Complaint Contain***

The complainant may also submit a written and signed complaint narrative, at any level, containing the information required under 29 CFR 38.73, which describes what a complaint must contain as follows:

1. The complainant's name and address (or another means of contacting the complainant);
2. The identity of the respondent (the individual or entity that the complainant alleges is responsible for the discrimination);
3. A description of the complainant's allegations. This description must include enough detail to allow the State WIOA EO Officer or the Director of the DOL CRC as applicable, to decide whether.
  - a. CRC or the recipient, as applicable, has jurisdiction over the complaint;
  - b. The complaint was filed in time; and

- c. The complaint has apparent merit; in other words, whether the complainant's allegations, if true, would violate any of the nondiscrimination and equal opportunity provisions of WIOA or 29 CFR Part 38; and.
- d. The complainant's signature or the signature of the complainant's authorized representative.

The complaint may be filed with the IowaWORKS EO Liaison to be forwarded to the State WIOA EO Officer for processing; at Iowa Workforce Development, 1000 East Grand Avenue, Des Moines, Iowa 50319-0209, Telephone 515-281-8149. Hearing Impaired dial 711. Or complainants may be filed with the U.S. Department of Labor, Director, Civil Rights Center, 200 Constitution Ave. NW, Room N-4123, Washington, DC 20210. Discrimination complaints must be submitted within 180 days. All discrimination complaints filed must be submitted within 180 days of the alleged violation. An extension of the 180-day filing period may be allowed by the CRC when the complainant demonstrates good cause. Filing a complaint at the state level shall be deemed to have occurred on the date that written notice is actually received by Iowa Workforce Development (IWD).

The State WIOA EO Officer shall accept and investigate only those discrimination complaints within IWD's jurisdiction alleging a violation of Section 188 of the WIOA or 29 CFR 38 by a respondent.

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## WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)

### **Equal Opportunity Is the Law Notice**

It is against the law for this recipient of Federal financial assistance to discriminate on the following basis:

1. 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, or,
2. Against any beneficiary of, applicant to, or participation 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.

The recipient must not discriminate in any of the following areas:

1. Deciding who will be admitted, or have access, to any WIOA Title I financially assisted program or activity;

2. Providing opportunities in, or treating any person with regard to, such a program or activity; or
3. Making employment decisions in the administration of, or in connection with, such a program or activity.

Recipients 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, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

#### PRIORITY OF SERVICE

The NWIWDB will ensure that priority of service is provided to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient by providing oversight of the Title I Service Provider and monitoring regular reports of participants served from the Title I Director.

The Title I service provider(s) will create a list of prospective Title I clients and gather information on income status and involvement in other assistance programs (ex: SNAP, TANF, SSI) from the individuals through an application process. One-on-one meetings will be held with prospective clients to determine eligibility. Basic skills deficient status will be determined by administering the CASAS assessment, either with Title I staff or in collaboration with Title II providers if the individual has also expressed interest in Adult Education & Literacy services. Cost-sharing agreements will be developed between Title I and II when Title II staff/resources are used to assess individuals who are not co-enrolled.

The Title I service provider(s) will develop a system that is inclusive of all eligible clients as the program continues to grow. For example, if enrollment reaches the point at which a waiting list is needed, priority will be given based on greatest need. A follow-up system will be established to track and retain all clients and referrals.

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA Title I Adult program, as required by 38 U.S.C. §4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

#### PROCUREMENT POLICIES AND PROCEDURES

The Northwest Iowa Workforce Development Board (NWIWDB) will use a competitive process for the selection of service providers and the one-stop operator and to support continuous

improvement through the evaluation of their performance and the re-competition of the service providers and one-stop operator every four years.

Competition is intended to promote the efficiency and effectiveness of the service providers and one-stop operator by providing a mechanism for the NWIWDB to regularly examine performance and costs against original expectations.

In the procurement of the One-Stop Operator and Service Providers, the NWIWDB will use the following methods through a competitive process:

1. Sealed Bids, (formal advertising), such as an invitation for bids (IFB)
2. Competitive Proposals, such as a request for proposals (RFP)

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## SOLE SOURCE

### **One-Stop Operator and Service Provider**

The NWIWDB may select a one-stop operator and/or Service Provider through sole source selection only under the criteria outlined in WIOA. The NWIWDB must follow its local sole source policies and procedures, the Uniform Guidance, and State policy. If the NWIWDB uses the sole source selection process, written documentation describing the entire process of making such a selection will be prepared and maintained.

Sole source procurement can only be utilized when:

1. The item or service is available only from a single source.
2. The public exigency or emergency for the item or service will not permit a delay resulting from competitive solicitation.
3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity.
4. After solicitation of several sources, competition is determined to be inadequate, whether for reasons of number or quality of proposals/bids.

If the NWIWDB requests to use sole source procurement for one-stop operators and/or Service Provider must submit a formal request to Iowa Workforce Development electronically at: [WIOAgovernance@iwd.iowa.gov](mailto:WIOAgovernance@iwd.iowa.gov).

The request must include justification that all other options were exhausted and identify the reason for sole source. The NWIWDB will identify the timeline and the activities performed prior to the sole source request and must certify that all appropriate measures consistent with the WIOA and this policy have been taken.

The following documentation will be included with the request for sole source:

1. Copy of the RFP or IFB
2. Proof of the announcement medium used (newspaper, social media)

3. Documentation showing how long the announcement was posted
4. The name of the entity to which the sole source is to be awarded
5. Documentation showing that the entity has the capacity and ability to perform the one-stop operator functions, **OR**
6. Documentation showing that the entity has the capacity and ability to perform the functions required to provide career services and/or youth workforce investment activities.

### **Procurement Standards**

The Northwest Iowa Workforce Development Board (NWIWDB) will include appropriate protections from conflict of interest.

The following requirements will be followed as part of the competitive process and include:

1. Written Policies and Procedures
  - a. Such policies and procedures must describe the competitive process for selecting a one-stop operator and the manner in which it will address the settlement of all contractual and administrative issues, such as protests, appeals, and disputes. The NWIWDB will provide a competitive process for selection the One-Stop Operator and/or Service provider(s). All proposals or sealed bids received by the submission deadline will be initially reviewed for responsiveness and compliance with the specifications and requirements in the RFP/IFB. The proposals passing the initial review will be scored by the review committee according to the following criteria, with attention to clarity, completeness, and quality:
    - i. Cover Sheet
    - ii. Executive Summary
    - iii. Organization Overview
    - iv. Program Narrative
    - v. Budget & Budget Narrative
    - vi. Attachments
  - b. The NWIWDB is required to complete the One-Stop operator and/or Service Provider(s) competitive process every four years. Six (6) months prior to the end of the four (4) years, the NWIWDB will begin the procurement process in order to meet the guidelines.

For Service Providers: the NWIWDB may extend the initial one-year contract for up to an additional three (3) years, in increments of one year, depending on program performance, availability of funds, and if it is determined to be in the best interest of the local area.

- c. Appropriate Methods of Procurement for Competitions

- i. As a non-federal entity, the NWIWDB will use the following methods of procurement (described at 2 CFR 200.320):
  - ii. Sealed Bids
  - iii. Competitive Proposals
  - iv. Sole Source
- 2. Full and Open Competition
  - a. A funding level range or an up to amount must be provided in the RFP that ensures the responsibilities in the Statement of Work can be performed.
  - b. Such competition must be conducted for all procurement transactions.
  - c. Written procedures must allow for sufficient time for all phases of the procurement process to be carried out in a manner that would not unduly restrict competition.
  - d. The RFP must be open for a minimum of 20 business days.
  - e. Pre-qualified lists must be current and include enough qualified sources to ensure open and free competition and must not preclude bidders and offerors from qualifying during the solicitation period.
  - f. Procurements that are in excess of the simplified acquisition threshold (currently set at \$150,000 by 48 CFR 2.1) cannot use the small purchase procurement.
  - g. Entities performing a competitive procurement must ensure the proposed costs of the one-stop operator are allowable, meaning that they are reasonable, necessary, and allocable.
  - h. Restricting competition is not allowed. Activities that may be considered to be restrictive of competition include, but are not limited to:
    - i. Placing unreasonable requirements on firms for them to qualify to do business.
    - ii. Requiring unnecessary experience and excessive bonding.
    - iii. Non-competitive pricing practices between firms or between affiliated companies.
    - iv. Non-competitive contracts to consultants that are on retainer contracts.
    - v. Organizational conflicts of interest.
    - vi. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement.
    - vii. Any arbitrary action in the procurement process.

### **Standards of Conduct**

The NWIWDB will uphold the following standards of conduct to ensure fairness, objectivity, ethical standards, and other related standards of conduct during all phases of the procurement process:

1. Mitigating apparent or real conflicts of interest. Conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her

partner, or an organization which employs or is about to employ any of the parties indicated has a financial or other interest or a tangible personal benefit from a firm considered for a contract.

2. The NWIWDB shall avoid organizational conflict of interest; NWIWDB members and board personnel shall avoid personal conflict of interest and the appearance of conflict of interest in awarding the One-Stop Operator and/or Service Provider.
3. Disclosure of any real or apparent conflict of interest, whether individual, or organizational. Written standards of conduct must identify the process for recusal of individuals or organizations that are members of the NWIWDB who disclose a real or apparent conflict of interest.
4. The announcements of solicitation requirements including proposal evaluation factors which will be used to assess bids or proposals will be released to all bidders at the same time.
5. Information given in response to a question from one bidder will be shared with all known potential bidders.
6. Any member of the NWIWDB or board support involved in a procurement process will not be employed by any bidder for that same procurement.

### **Penalties, Sanctions, and Disciplinary Actions**

The NWIWDB will provide for penalties, sanctions, or other disciplinary actions for violations of standards of conduct by chief lead elected officials, board members, board staff, fiscal agent staff, bidders, service providers, contractors, vendors, or their agents.

Any attempt by a potential sub-recipient, service provider, or vendor to make any payment, gratuity, or offer of employment or kickbacks to any individual involved in a procurement process will lead to disqualification of that entity's proposal.

The NWIWDB will maintain a description of the firewalls and internal controls to mitigate conflict of interest in circumstances including, but not limited to, situations where an entity acts in more than one role in the one-stop delivery system or performs more than one function in the procurement process, as well as situations where the non-federal entity uses a sole source selection.

### **Confidentiality of the Information Contained in the Proposals Submitted for Consideration**

It is the policy of the NWIWDB to prohibit ex-parte communication with any board member, board staff, consultants, or other persons serving as an evaluator during the procurement process. Respondents that directly contact board members or evaluators risk elimination of their proposals from further consideration. No individual who is a proposal evaluator will collaborate and/or communicate with any respondent.

Evaluators will be asked to sign a "Conflict of Interest Certification for Request for Proposal" stating they have not communicated or collaborated with any respondent. Any communication

by telephone, email, letter, face-to-face conversation, or other off-the- record contact is strictly prohibited. Any discovered ex-parte communication will be provided to the Chair of the NWIWDB and Chief Lead Elected Official for review and appropriate action. Bidders who improperly influence the proposal review and evaluation process in any way will be subject to disqualification.

No entity that develops or drafts specifications, requirements, statements of work, IFBs or RFPs, and proposal evaluations will be allowed to compete under the procurement.

### **Transparency and Responsibility**

The procurement process must be conducted with transparency and responsibility from the planning phase to the closeout phase.

1. Information about the NWIWDB selection and certification of both One-Stop and/or Service provider will be made available by electronic means and open meetings, in accordance with Sunshine Provision.
2. Information must be made available to auditors and Federal reviewers.
3. When selecting an entity as the one-stop operation, the NWIWDB must consider the entity's programmatic and fiscal integrity, compliance with public policy, record of past performance and other factors that demonstrate transparency and responsibility.

The NWIWDB must ensure that an entity is not debarred, suspended, or otherwise excluded from or ineligible to participate in Federal assistance programs or activities.

### **TRAVEL POLICY**

Service providers shall follow travel policy and procedures issued by the State of Iowa. Any travel expenses for which reimbursement is requested must have prior approval from the LWDB designee in writing. Reimbursement will require appropriate documentation.

### **VETERANS PRIORITY OF SERVICE**

The Jobs for Veterans Act provides an emphasis on serving veterans by establishing a priority of service for veterans and eligible spouses in all employment and training programs funded by the Department of Labor. Priority of Service is the right of an eligible "Covered Person" to be given priority of service over an eligible non-covered person for the receipt of employment, training and placement services, notwithstanding other provisions of the law.

For Title I Adult services, the program's eligibility and priority considerations must be made first, and then veteran's priority applied.

To determine eligibility for veterans and spouses:



1. First, to veterans and eligible spouses who are also included in the groups given statutory priority for WIOA Adult formula funding. 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 priority for services with WIOA Adult formula funds for individualized career services and training services. (NOTE: Military earnings are not to be included when calculating income for veterans or transitioning service members for this priority.)
2. 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.
3. Third, to veterans and eligible spouses who are not included in WIOA's priority groups.
4. Fourth, priority populations established by the Governor and/or Local WDB.
5. Last, to non-covered persons outside the groups given priority under WIOA.

Service members exiting the military, including, but not limited to, recipients of Unemployment Compensation for Ex Military members (UCX), generally qualify as dislocated workers.

1. Dislocated Worker funds under WIOA Title I can help separating service members enter or reenter the civilian labor force. Generally, a notice of separation, either a DD Form-214 from the Department of Defense or other appropriate documentation (such as separation orders) that shows a separation or imminent separation from the Armed Forces, qualifies as the notice of termination or layoff to meet the required dislocated worker definition.
2. In most instances an individual will have to be eligible for or have exhausted entitlement to unemployment compensation (including UCX) to receive dislocated worker services. In the case of separating service members, or those on a terminal leave from the military, it may make sense to begin providing career services while the service members are still on Active Duty but have imminent separation dates.
3. It is appropriate to provide career services to separating service members who will be imminently separating from the military, provided that their discharge will be anything other than dishonorable.
4. Separating service members are required to participate in the Transition Assistance Program (TAP) to ensure they are prepared for civilian employment. During this program, separating service members and their spouses are encouraged to contact IowaWORKS in the area in which they wish to seek services.

WIOA expands the definition of dislocated workers to include military spouses who have lost employment as a direct result of a relocation to accommodate a permanent change in the service member's duty station.

1. Military spouses also may qualify if they are a dependent spouse of a member of the Armed Forces on active duty whose family income is significantly reduced, as determined by the State or local area, because of a deployment, a call or order to active duty, a

permanent change of station, or the service-connected death or disability of the service member.

2. Military spouses can also qualify if they are unemployed or underemployed and are having trouble in obtaining or upgrading employment.

## TITLE IB PROGRAMS

### ADULT MENTORING

The following is the selection and screening process for Adult Mentors in the Northwest Iowa Local Area:

1. Mentors must be at least 25 years of age.
2. Mentors must pay for and complete a background check. Background check must be within 90 days before beginning mentorship.
3. Mentor must complete a mentorship application, confidentiality statement, a rights and responsibilities agreement and provide background check results.
4. Mentors must complete an interview with a youth program career planner or with the Youth Standing Committee.
5. Applications will be good for 90 days.

The NWIWDB will screen the interested mentor based on application, background check, and interview. NWIWDB may partner with other Partner Agencies for Adult Mentoring Services with approval from LWDB. Any partner agencies screening process will be reviewed by the LWDB for determination of adequacy.

### CERTIFICATION REGARDING LOBBYING

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby Federal entities using Federal funds and will disclose lobbying activities as required by law and regulations.

### CLOSURE OF SERVICES DUE TO FRAUD

In the event an individual is found to have committed, or attempted to commit, fraud to receive services, the individual will be immediately notified by mail. The notification letter will include an explanation of the initial determination and the individual will have 30 days to respond from the date of the letter. At the conclusion of the 30-day response period, a final determination of services will be made, and written notification will be sent to the individual within 5 business days following the 30-day response period.

If it is found the individual did commit fraud to receive services, the participant's activities must be immediately closed. All circumstances related to the fraudulent act or attempt to defraud, along with the last date of services, must be documented and maintained in the IowaWORKS system.

#### CONFIDENTIALITY

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from education records, such as but not limited to 20 CFR 603, 45 CFR 205.50, 20 USC 1232g, and 34 CFR 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all the other Parties.

#### DEBARMENT AND SUSPENSION

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

#### DISAGREEMENTS AND DISPUTE RESOLUTION

If a dispute arises, a complaint may be submitted in writing to the executive director to the board within 30 calendar days of the date of the event or condition that is alleged to be in violation of WIOA.

The parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking formal recourse.

#### DISLOCATED WORKER PROGRAM ELIGIBILITY DUE TO ECONOMIC CONDITIONS

If a self-employed individual becomes unemployed due to general economic conditions or natural disasters in the community in which the individual resides, the individual may be eligible to participate in the Dislocated Worker Program.

To be eligible based on economic conditions, one of the following factors must be present:

1. Individual resides in an area of substantial unemployment of a rate of 6.5% or higher.
2. Individual resides in a High Poverty area of 25% or higher based on US Census data.

To be eligible based on a natural disaster, the area in which the individual resides must have a disaster proclamation issued by the Governor of Iowa.

## DRUG AND ALCOHOL-FREE WORKFORCE

All Parties will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 9.

## ELIGIBILITY DETERMINATION

The Northwest Iowa Local Area does not authorize any additional responsible adults outside of those mentioned in the State Policy to authorize program participation for minors. State policy states that another responsible adult may include the following:

1. A relative with whom the individual resides,
2. An adult who has been delegated custodial or administrative responsibilities in writing, either temporarily or permanently, by parents or by an appropriate agency,
3. An agency or organization representative who is in a position to know the individual's circumstances (i.e., that they could not get a parent's or guardian's signature authorizing participation), for example, a clergy person, a schoolteacher or other school official, a probation or other officer of the court or foster parent,
4. A representative of an agency which provided support services to the individual and who is aware of the individual's circumstances (i.e., that they cannot get a parent's or guardian's signature authorizing participation), for example, a social worker, a homeless shelter official, a child protective worker, a health clinic official; or
5. Other responsible adults to be appropriate to authorize the individual's participation, as defined in policy by the Local WDB.

## FINANCIAL NEEDS DETERMINATION (FND) POLICY

The Financial Needs Determination (FND) will provide documentation for participation in Occupational Skills Training (OST) and/or entrepreneurial training. In addition, the FND will be used to justify support services, including the amount of unmet need. The Financial Needs Determination developed by the State will be used for all NCIWDB Title I participants who are enrolled in Occupational Skills Training, Entrepreneurial Training or Support Services. When determining the amount of WIOA funds that will be obligated on behalf of a participant, only the Education and Related Expenses and the Education and Related Resources portion of the FND form will be utilized.

However, if a Title I participant is Trade/Dislocated Worker co-enrolled, the actual household living expenses and resources in addition to education and related expenses and resources will be used in accordance with state guidelines.

Since both expenses and resources often change, the need for financial support of training will be reviewed annually at a minimum, or when significant changes in expenses, financial aid, or resources occur.

## FOLLOW-UP

### **Adult, Dislocated Worker, and Youth Programs**

The Workforce Innovation and Opportunities Act (WIOA) follow-up services must be made available to all participants enrolled in the Adult, Dislocated Worker, and Youth programs up to the end of the 4<sup>th</sup> quarter after the exit quarter. Additional services may be available to participants beyond this period with LWDB approval. The types and duration of these services must be based on the needs of the individual. Follow-up services provide support and guidance after exit to facilitate sustained employment and educational achievement, advancement along a job and/or educational ladder, and personal development. Examples of follow-up services include:

1. Career Planning and Development
2. Educational Planning and Preparation
3. Leadership Development
4. Adult Mentoring
5. Work Related Peer Support Groups
6. Supportive Service (to meet participant employment goals)

If these services are provided, they should be documented on the participant's Individual Employment Plan (IEP). Follow-up services are not contacts or attempted contacts for the purpose of securing documentation for the case file to report a performance outcome, though all contacts or attempted contacts must be documented in case notes. Follow-up services are provided to ensure the participant is able to retain employment, achieve wage increases, and facilitate career progression. While a local area must have follow-up services available to all participants, every adult, dislocated worker, and youth will not need or want these services. It is not a requirement that local staff provide follow-up services to all participants unless these services are determined to be necessary. Program staff must document requests for follow-up services in IowaWORKS system case notes; and document all follow-up services provided as well as performance measure outcomes in IowaWORKS system.

Staff will no longer contact participants who do not want follow-up services and request that contact attempts cease. Case notes will document the participant's request and staff will refrain from making any further contact.

## **Adult and Dislocated Worker**

Follow-up services must be made available to all participants enrolled in the Adult and Dislocated Worker programs who are placed in unsubsidized employment, for up to 12 months after the first day of employment.

## **Youth**

Follow-up services are critical services provided following a youth's exit from the program to help ensure the youth is successful in employment and/or postsecondary education and training. Follow-up services may include regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise.

Follow-up services for youth also may include the following program elements:

1. Supportive Services
2. Adult Mentoring
3. Financial Literacy Education
4. Activities that help youth prepare for and transition to postsecondary education and training
5. Career Counseling and Career Exploration Services

Follow-up services must be provided to all participants for up to a minimum of 12 months unless the participant declines to receive follow-up services.

Information from the youth follow-ups must be entered into the IowaWORKS system, quarterly following exit. All contacts and attempts to contact an individual for a follow-up must be entered in the system. Evidence of a minimum of 2 attempts to contact an individual not available must be documented in IowaWORKS to constitute a follow-up.

Services may be ended after a minimum of 4 unsuccessful attempts to contact the youth over the course of 90 days. Clear documentation in IowaWORKS needs to be provided in a case note. Items to include in the case note are what methods of contact were used and on what dates. If a youth participant cannot be located or contacted it needs to be clearly stated in the documentation.

## **Exceptions to this Policy**

Follow-up services may be provided beyond the 12-month period at the discretion of the LWDB. A request to continue services must be submitted to the Executive Director with justification of the extension. The types of services provided, and the duration of services must be determined based on the needs of the individual and therefore, the type and intensity of Follow-up services may differ for each participant.

## GEOGRAPHICAL PREFERENCE

The Geographical Preference for Northwest Iowa is that the participant must be a resident within the following counties: Buena Vista, Clay, Dickinson, Emmet, Kossuth, Lyon, O'Brien, Osceola, Palo Alto, and Sioux counties or within the local School District boundaries of these counties. For individuals living outside of these boundaries who request assistance from Northwest Iowa LWDA, approval must be requested/received from the LWDA of residence and documented in the data management system.

## INDIVIDUALIZED TRAINING ACCOUNTS (ITA)

Individualized Training Accounts are the standardized methodology by which a participant's training costs are funded. Limitation of funds that will be available for ITA's will be based on funds available, planned service levels and the needs of the participant. In no case will the amount of funding available from an ITA exceed \$5,000.00 in an academic year for a maximum of 2 years per participant. Total combined payments for ITA and Support Services may not exceed \$10,000.00 per fiscal year; however, may be increased in extraordinary circumstances by up to \$500.00 at the discretion of the LWDB Executive Director. All payments issued through an ITA must be warranted through the FND.

ITAs will be issued only for approved training programs, and only after career counseling has been provided by Title I staff, and case noted.

Participants will be required to apply for any available financial assistance including Pell Grants. Loans that must be repaid will not cause a decrease in Workforce Innovation Opportunity Act assistance.

A financial needs determination form will be completed on each enrollee participating in Institutional Skills Training (IST).

The Dislocated Worker program will use training costs only to determine need. The Adult and Youth programs will use training costs and standard living expenses and resources as reported by the participant in calculating the participant's financial needs.

All Trade/Dislocated Worker Dual Enrollments will require the use of actual household living expenses and resources in addition to education and related expenses and resources.

If an IST participant is living on campus, room and board will be considered a living expense and not an educational expense.

A determination of needs will be reviewed annually or more often if significant changes in expenses, financial aid or other resources occur.

## INELIGIBILITY

On the date that an individual is found ineligible to receive services, the individual will be mailed a letter stating why they are ineligible and providing them 30 days to respond to correct the ineligible status. A final determination will be made after the 30 days have expired and the individual will be mailed a letter within 5 business days stating the final determination of services.

## NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties of the local area certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, 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 37 and 38. The Parties agree to fully comply with the Iowa Civil Rights Act of 1965 as amended, Iowa Executive Order 15 (1973), as amended by Iowa Executive Order 1934 (1988).

## OCCUPATIONAL SKILLS TRAINING (OST)

Occupational Skills Training (OST) is an organized program of study from Iowa's Eligible Training Provider List (ETPL). Occupational skills training provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Youth participants who are not co-enrolled and youth participants who do not receive funds from an Individual Training Account (ITA) are not required to choose a training provider from the ETPL.

Northwest Iowa includes identification of existing and emerging in-demand industry sectors and the employment needs of employers in those industry sectors and occupations. Northwest Iowa gives priority consideration to training programs leading to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the local area.



Such training must:

1. Be outcome-oriented and focused on an occupational goal specified in the individual service strategy.
2. Be of sufficient duration to impart the skills needed to meet the occupational goal.
3. Lead to the attainment of a recognized postsecondary credential.

Northwest Iowa ensures that the training program, at a minimum, adheres to the following guidelines:

1. All participants who are enrolled in OST must apply for any financial assistance for which they may qualify.
2. OST funds may only be used to pay for tuition. Books, fees, and materials for coursework, as required, may be paid for through the Educational Assistance (EST) support service.
3. All participants who are enrolled in OST must be covered by the training institution's tuition refund policy.
  - a. In the absence of a refund policy established by the training institution, the WIOA Title I service provider must negotiate a reasonable refund policy with the training site.
4. For Adults and Dislocated Workers, co-enrolled Youth or Youth who receive funds from an ITA, documentation of consumer choice in selecting both an approved training provider and program must be entered into in the data management system.

### **Attendance**

Participants are expected to maintain regular class attendance with the exception of online courses. If attendance falls below 90% of the scheduled hours, participants may be put on probation.

### **Grades**

Participants must maintain at least a "C" (2.0) GPA. If a "C" (2.0) average is not maintained, participants may be placed on probation or discontinued the next semester/quarter. A copy of participant grades is required to be placed on file at the end of each quarter or semester. No classes can be added or dropped without WIOA Title I staff approval. Students must attend class during scheduled hours. Participants cannot substitute time assigned in one class by attendance in another but can spend extra-unscheduled hours in individual study, lab classes, etc.

WIOA Title I will pay OST costs if a student must retake a class, due to having failed or withdrawn from the class, provided the original class was not subsidized by WIOA. However, if a student does retake a class and does not qualify for OST reimbursement, support services

can be provided by WIOA. WIOA will pay for retesting for example, CNA or GED tests, under Miscellaneous or Secondary Education Certification support services.

### **Progress Reports**

Twice a semester at the end of the first thirty (30) days and at mid-term-instructor(s) complete and sign a progress report or, where available, students may print a current grade report from the training institution's web site. Lack of progress could result in probation or termination. For short-term courses, such as CNA or summer sessions, timesheets will be required in lieu of progress reports.

### **Timesheets**

Participants who receive support services are required to turn in a timesheet showing attendance and progress at a minimum, every month. In addition, these participants will submit a written request for support service payments. The timesheets and the corresponding written request for payment will be submitted no later than the last day of the following month. Written requests for payments submitted later than the last day of the following month may not be paid.

## **ON-THE-JOB TRAINING (OJT)**

On-the-Job Training (OJT) is training by an employer that is provided to a paid participant while engaged in productive work to develop specific occupational skills or obtain specialized skills required by an individual employer that the participant does not already possess.

Northwest Iowa LWDB includes strategies and services that will be used in the Northwest Iowa local area to administer OJT, including other requirements as specified within this policy.

### **OJT CONTRACTS**

An OJT contract with an employer can be written for a maximum of 1040 hours. Under no circumstances can an OJT contract be written for a participant if the hours of training required for the position in which the participant is to be trained is determined to be less than 160 hours.

The number of OJT training hours for a participant must be determined using the standardized chart included in the WIOA Policy. The hours specified must be considered as a departure point for determining actual training hours. If the total number of training hours needed to successfully train a participant for the OJT position cannot be provided during the maximum contract length allowable, as many training hours as possible must be provided.

### **On-The-Job Training Credentials**

Northwest Iowa LWDA will grant a credential to a WIOA Title I participant for training completed in an on-the-job setting when the following criteria have been completed:

1. A training outline will be developed, with On-the-Job Training (OJT) employer input that identifies the specific skills the trainee will possess upon completion

of the (OJT) in a specific occupation.

2. A recognized standard (O\*Net) will be used to identify the skill sets for the specific occupation. This recognized standard will serve as the basis for tailoring the training outline to the needs of the OJT employer.
3. The OJT employer will report on the progress of the participant toward mastery of the skills identified as crucial for that occupation. Progress reports must be signed by both the employer and the participant. The initial progress report will be completed within the first 30 days; subsequent ones will be done on at least a quarterly basis. The final progress report must certify that the trainee has achieved an acceptable level of competence in the identified skill areas.
4. The LWDB will review the required skills for the occupation and the employer certification of the attainment of these skills and will issue a credential if the participant has mastered the required skills. The credential will be reflected by a document, signed by an officer of the LWDB and the Title I Director, which lists the specific skills learned by the participant.

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## OJT EMPLOYER ELIGIBILITY

### Temporary Staffing Agencies

OJTs may not be written with temporary staffing agencies or employee-leasing firms for positions that will be "hired out" to other employers for probationary seasonal, temporary, or intermittent employment. The only exception is when the OJT position is with the staffing agency itself and not a position that will be "hired out."

### Referring employers

In situations where an employer refers an individual to WIOA Title I services for eligibility determination with the intent of hiring that individual under an OJT contract, the individual referred to the program may be enrolled in an OJT with the referring employer only when the following is true:

1. The referring employer has not already hired the individual.
2. An objective assessment and an IEP or ISS have been completed which support the development of an OJT with the referring employer.

### Excluded employers

Prior to re-contracting with an OJT employer, the past performance of that employer must be reviewed. An OJT contract must not be entered into with an employer who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment as regular employees with wages, benefits, and working conditions at the same level and to the same extent as similarly situated employees. OJT participants who voluntarily quit, are terminated for cause, or are released due to unforeseeable changes in business conditions need not result in termination of employer eligibility for future OJT contracts.

An employer that has been excluded from OJT contracting because of the requirement described above may again be considered for an OJT placement one year after that sanction was imposed. In this re-contracting situation, if the employer fails to retain the participant after the OJT ends, and there is no apparent cause for dismissing the employee, the employer must not receive any future OJT contracts.

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#### OJT PAYMENT AND TRAINING LENGTH

Payment of WIOA Title I funds to employers is compensation for the extraordinary costs of training participants, including costs of classroom training and compensation for costs associated with the lower productivity of such participants.

A trainer must be available at the employment site to provide training under an OJT contract. For example, a truck driving position where the driver drives alone or without immediate supervision or training would not be appropriate for OJT.

#### Payment Rate and Rate Considerations

The appropriate payment by WIOA Title I is 50 percent of the wages paid by the employer to the participant during the period of the training agreement. In limited circumstances, the reimbursement may be up to 75 percent of the wage rate of the participant when the following conditions are considered:

1. The characteristics of the participants taking into consideration whether they are individuals with barriers to employment, length of unemployment, and current skill level.
2. The size of the employer, with an emphasis on small and medium-sized businesses.
3. The quality of employer-provided training and advancement opportunities, for example of the OJT contract is for an in-demand occupation and will lead to an industry-recognized credential.

Wages are considered to be monies paid by the employer to the participant. Wages do not include tips, commissions, piece-rate based earnings or non-wage employer fringe benefits.

Payment for overtime hours and holidays is only allowable in accordance with local policies. Holidays may be used as the basis for OJT payments only if the participant actually works and receives training on the holiday.

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#### OJT WAGES AND BENEFITS

Since OJT is employment, state and federal regulations governing employment situations apply. Participants in an OJT must be compensated at the same rates, including periodic increases, as trainees or employees who are situated in similar occupations by the same employer. Wages paid must not be less than the higher of federal or state minimum wage or the prevailing rates of pay for individuals employed in similar occupations by the same employer.

Participants in an OJT must be:

1. Provided 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 job.
2. Covered by Worker's Compensation in accordance with State law.

## SUPPORT SERVICES

Support service payments may be provided, when necessary, to enable a participant to participate in a WIOA "Title I" activity or a partner activity. Support service payments can be made only when the participant is unable to obtain the service through other programs providing such services.

The American Job Center partners will work in conjunction to ensure that duplication of services does not happen for dual enrolled participants.

Maximum amount of support services provided per participant shall be based upon need as documented in the participant file. However, all support services combined will not exceed a maximum expenditure of \$3,000.00 per year per participant.

There are support cap maximums for the support services listed below. Caps are per participant per program year or per activity. Support caps can be altered with written permission of the Northwest Iowa LWDA Executive Director and documented in the data management system.

Following are the allowable types of Support Service Payments and a description of each:

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### CLOTHING (CHG)

Payments for items such as clothes and shoes that are necessary for participation in WIOA Title I activities, including interviewing, employment or work experience are allowable. Maximum expenditure for these items is \$250.00 per activity and \$500.00 maximum per enrollment.

Items such as uniforms and safety equipment are generally allowable. Purchase of required tools is allowable. Maximum expenditure for these items is \$1,200.00 per enrollment.

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### DEPENDENT CARE (DPC)

The cost of dependent care from licensed care providers or from private sources agreed upon by the participant and career planner is allowable. Dependent care payments may not be made to individuals living in the same household. Dependent care includes child or adult care. Higher rates may be allowed in special cases, including, but not limited to, care of an infant, sick child, or person with a disability. If an unemployed parent (other than the participant) of the child(ren)

resides in the home, no childcare support will be provided. DPC should only be used when the participant is not eligible for, or is pending approval of, Child Care Assistance through DHS/PROMISE JOBS.

DPC may be used to assist participants with additional study time while enrolled in post-secondary education, at a ratio not to exceed one classroom hour to additional two study hours.

A maximum of \$2.50/hour per person or the rate of the provider, whichever is less. \$40.00/day maximum per person or \$100.00/day maximum for family, meaning more than 1 dependent. Maximum expenditure is \$2,000.00 per participant per program year.

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#### EDUCATIONAL ASSISTANCE (EST)

Assistance with books, fees, school supplies, and other necessary items for students enrolled in postsecondary education classes is allowable. Maximum expenditure is \$2,000.00 per program year.

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#### EDUCATIONAL TESTING (EDT)

Assistance with educational testing required for participation in WIOA Title 1 activities is allowable. Some examples of educational testing include, but are not limited to, high school equivalency testing and vocational testing. If required for employment, the costs for licenses and application fees are allowable. Maximum expenditure is \$1,000.00 per participant per program year.

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#### FINANCIAL ASSISTANCE (FAS)

The purpose of a Financial Assistance Payment is to make a payment to a service provider or vendor on behalf of a participant. This payment is used to cover an emergency financial need of a participant that, if unmet, would prevent the participant from participating in WIOA Title I activities or maintaining employment.

FAS may not be used to pay any type of fines or penalties imposed because of failure to comply with any federal, state, or local law or statute. Maximum expenditure is \$1,000.00 per participant per program year.

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#### HEALTH CARE (HLC)

Health care assistance could be made available to participants when lack of assistance will affect their ability to obtain or maintain employment, or if it is a requirement of an educational program. This supportive service will be used only when there are no other resources available to the participant. Maximum expenditure is \$300.00 per participant per program year.

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#### MISCELLANEOUS SERVICES (MSS)

The cost of required equipment is allowed. Various fees related to education and/or employment are allowed. Must be required for their WIOA Title I sponsored program. Limit is not to exceed \$500.00 per participant per program year.

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#### NEEDS-RELATED PAYMENTS

Not allowed in Northwest Iowa LWDA.

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#### SERVICES FOR INDIVIDUALS WITH DISABILITIES (SID)

The costs of special services, supplies, equipment, and tools necessary to enable a participant with a disability to participate in an education or employment related activity is allowable. It is not an allowable use of WIOA Title I funds to make capital improvements to a training or work site for general compliance with the Americans with Disabilities Act requirements. Maximum expenditure is \$1,000.00 per participant per program year.

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#### STIPENDS (STI) - YOUTH ONLY

Northwest Iowa LWDA awards a stipend of \$50.00 per week to students meeting a minimum attendance threshold for HiSET classes.

A stipend of \$25.00 per week may be awarded to enrolled high school students with a documented full week of attendance as defined by school district policy.

Stipend payments may not be paid for more than 8 weeks total.

A stipend of \$50.00 per class may be awarded for attending and successfully completing any class directly related to the 14 youth services, including, but not limited to, leadership development, entrepreneurial skills, and financial literacy, up to a maximum of \$250.00 per program year.

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#### SUPPORTED EMPLOYMENT AND TRAINING (SET)

Supported Employment and Training payments are allowable to provide individuals requiring individualized assistance with the one-on-one instruction and with the support necessary to enable them to complete occupational skill training and to obtain and retain competitive employment.

SET may only be used in training situations that are designed to prepare the participant for continuing non-supported competitive employment.

SET may be conducted in conjunction with experiential learning activities. An example of SET use may be the hiring of a job coach to assist an individual who has been placed in competitive employment.

The length of a Supported Employment and Training contract may not exceed six months. The service provider must have an established rate for the service and charges must be in the same manner and at the same rate as other entities purchasing similar services. Maximum expenditure is \$1,000.00 per participant per program year.

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#### TRANSPORTATION (TRN)

The cost of transportation necessary to participate in WIOA Title I activities and services, including job searching and job interviews, is allowable.

Assistance can consist of per mile reimbursement, fuel purchase orders, bus and/or taxi passes and bicycle purchases (bicycle purchases only are capped at \$250.00 per participant per enrollment). Maximum expenditure for transportation services excluding purchase of bicycle is \$500.00 per participant per program year. Maximum mile reimbursement is \$0.30/mile. Daily travel reimbursements are limited to one round trip per day per activity, capped at \$30.00 per day. Maximum expenditure is \$1,000.00 per participant per program year.

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#### YOUTH INCENTIVE PAYMENTS (YIP)

Incentive payments to youth participants are allowed for recognition and achievement directly tied to training activities and experiential learning activities. Incentive payments must be: (a) Tied to the goals of the specific program; (b) Outlined in writing before the commencement of the program that may provide incentive payments; (c) Align with the local program's organizational policies; and (d) In accordance with the requirements contained in the Uniform Administrative Requirements 2 CFR 200.

#### **NORTHWEST IOWA LWDA YIPS ARE AS FOLLOWS:**

1. High school diploma attainment - \$100.00
2. HiSED attainment - \$100.00
3. Achievement of Basic Skills or Benchmark goal as identified on the ISS (per goal) - \$50.00
4. Completion of 30 hours leadership activity - \$100.00
5. Perfect attendance for subsidized or unsubsidized employment in a month - \$150.00
6. Achievement of any of the following credentials - \$150.00
  - a. Certified Nurse Aide
  - b. Pre-Apprenticeship Construction Certification (PACT)
  - c. ServeSafe
  - d. Business Applications Certification (Word, Excel, PowerPoint)
  - e. Retail Operations Certification
  - f. Certified Production Technician
7. Para Educator Certification
  - a. One or two-year diploma through post-secondary education
  - b. Production Welding
8. Employed with the same employer at the 2<sup>nd</sup> quarter after exit - \$100.00



9. Employed with the same employer at the 4<sup>th</sup> quarter after exit - \$100.00

### **Additional Assistance for Youth Policy**

Northwest Iowa LWDA identifies the following categories for Youth Needing Additional Assistance in addition to those outlined in State Policy: Father of an unborn child, youth with no work history.

### **Training Services**

On-the-Job Training Limit: Maximum of \$6,000.00 or six months depending on workers current skills and the skills required in new job.

Occupational Skills Training (OST) provides skills specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields in existing and emerging in-demand industry sectors and the employment needs of employers in those areas. All participants who are enrolled in OST must apply for any financial assistance for which they may qualify which are then applied before WIOA Title I funds. OST funds may only be used to pay for tuition. The annual cap for OST is \$3,000.00 per participant. Training Services caps can be altered with written permission of the Northwest Iowa LWDA Executive Director and documented in the data management system.

### **Work Experience (WEP), On-the-Job (OJT) Training, Transitioning Jobs (TJB)**

The Northwest Iowa LWDA program will offer work experiences, on-the-job training, and transitioning jobs for eligible populations. A work experience et al. will pay wages at the same entry level wage for that position as the placement employer pays. If this is a new position with that employer, local entry level labor market information from ONET Online will be utilized to establish a local rate of pay for this position.

No position will be paid less than \$10.10 per hour.

### **Internship (INT)**

The Northwest Iowa LWDA program will offer internships for eligible populations. An internship will pay wages at the same entry level wage for that position with as the placement employer pays. If this is a new position with that employer, local entry level labor market information from ONET Online will be utilized to establish a local rate of pay for this position.

No position will be paid less than \$11.10 per hour.

## **SUPPORTIVE SERVICES - PROCEDURES FOR REFERRAL POLICY**

LWDBs must define the procedures for referral to such services, including how such services will be funded when they are not otherwise available from other sources.

All attempts to find other supportive service funding and the reasons for needing WIOA funding must be documented in the IowaWORKS system. Potential sources for other funding may include state-funded sources, PELL Grants or Trade Adjustment Assistance (TAA).

## TITLE IB OVERSIGHT AND MONITORING

### LOCAL MONITORING AND OVERSIGHT POLICY

#### **Purpose**

The purpose of this policy is to provide guidance and establish the Northwest Iowa Workforce Development Board's (NWIWDB) standards regarding local oversight and monitoring of Workforce Innovation and Opportunity Act (WIOA) Title I programs, including Adult, Dislocated Worker and Youth. With guidance in accordance with Iowa Workforce Development ePolicy, this policy is intended to ensure that NWIWDB and its designated Fiscal Agent, One-Stop Operator and WIOA Title I Service Provider operate programs and provide integrated service delivery efficiently and effectively in compliance with all applicable laws, regulations, uniform administrative requirements, and State and locally established policies.

#### **Oversight Process**

The roles and functions of the LWDB, Board staff, and fiscal agents in their oversight and monitoring processes. Monitoring and oversight will be conducted to measure compliance with WIOA regulations and policies. Monitoring will include a comprehensive examination of compliance issues cited in prior reviews and the determination of corrective measures taken to address and resolve those issues.

The Northwest Iowa Local Workforce Development Board and the Chief Elected Officials (CEOs) are responsible, in partnership, for oversight of all programs as the designated grantee. A monitoring report will be submitted annually to the Northwest Iowa Local Workforce Development Board and CEOs for review and possible actions. All problems must be resolved by prompt and appropriate corrective action (20 CFR 683.420(a)).

The entity, and the title of the individual, who shall be responsible for monitoring each program activity. The Northwest Iowa Local Workforce Development Board Executive Director and/or board support members will coordinate and/or execute monitoring of the contracted service providers, the one-stop operator and United States Department of Labor funded programs in the local area.

Through the LWDB staff, the board will conduct on-site reviews of policies, plans, and procedures governing all segments of program activities and operations at least once during the program year. Monitoring activities will analyze compliance with federal, state, and local administrative and financial requirements, policies, and procedures, and measure the

performance goals for level of achievement. Monitoring activities may be conducted by independent entities to avoid any potential conflict of interest.

### **Responsible Representatives**

1. The board executive director and board staff will perform the programmatic monitoring of the subrecipients, or designee, along with oversight of the fiscal agent.
2. The fiscal agent staff will be responsible for the oversight and monitoring of the service provider fiscal operations.

Oversight may include, but is not limited to:

1. Administration and Governance
2. Workforce Development Program Delivery
3. Fiscal Management
4. Performance and Reporting Management
5. Additional review areas, as applicable

Reports will be provided to the members of the NWIWDB and to the entity monitored.

A random sample of at least 10% of participant files will be reviewed to determine compliance with required federal, state, and local laws, policies, plans and procedures.

Full file and/or desktop reviews and monitoring documents will be utilized throughout the program year to allow reviewers and contractors flexibility in methodology to ensure a continuous improvement process can be maintained while providing technical assistance and training in a timely manner. Monitoring shall be conducted at least once during the program year.

A pre-award financial review or on-site post-award monitoring of contract service providers shall be conducted no later than 120 calendar days after the award of the contract. Pre-award financial reviews and on-site post-award monitoring of contract service providers shall be conducted according to state policy.

A variety of monitoring methods will be utilized. These may include questionnaires and/or interviews with customers, employers, One-Stop Operator, and Job Center staff. Monitoring reviews may include on-site visits to subsidized employer worksites as required, desktop reviews, as well as hard copy file reviews of participant and employer records. This will include comprehensive examination of compliance issues cited in prior federal, state, and local reviews.

Written monitoring reports shall be provided to the contractor after the completion of the review. As required by WIOA, when problems are identified, prompt and appropriate corrective

action will be taken. A corrective action plan will be put in place and monitored by the board and/or board support on a regular basis to ensure that no further technical assistance is required.

### **Oversight Methods**

NWIWDB may utilize any of the following methods of monitoring oversight

1. Random sampling
2. Risk assessment
3. Desk review
4. On-site visit
5. Questionnaires and interviews of customers, employers, One-Stop Operators
6. Customer satisfaction survey
7. Other necessary methods, as applicable

The NWIWDB will submit the annual approved monitoring report and resolutions to IWD for review at the time of issuance. NWIWDB will electronically submit new or updated documents, and monitoring reports and resolutions to: [WIOAgovernance@iwd.iowa.gov](mailto:WIOAgovernance@iwd.iowa.gov).

All contracts shall be monitored by the NWIWDB Executive Director and Board staff and/or fiscal agent for each program, at least annually for all WIOA related grants.

The LWDB monitoring schedule and sample size will be in accordance with federal and state policies. Contractors will be notified of the intended dates and scheduled monitoring at least two weeks prior whenever possible.

The LWDB reserves the right to conduct unscheduled monitoring in conjunction with or in response to investigations of misfeasance and/or malfeasance or previous monitoring findings.

### **Financial Monitoring**

The entity selected by the Northwest Iowa Chief Elected Officials (CEOs) to serve as the fiscal agent for the Northwest Iowa Local Workforce Development Board is responsible for the following functions:

1. Receive funds
2. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget circulars, the Workforce Innovation and Opportunity Act and the corresponding Federal Regulations and State policies
3. Respond to audit financial findings
4. Maintain proper accounting records and adequate documentation
5. Prepare financial reports

6. Provide technical assistance to subrecipients regarding fiscal issues
7. Provide an annual audit report to the LWDB and CEOs
8. Provide documentation to the LWDB, CEOs and executive director to the board as requested

It shall be the responsibility of the Fiscal Agent to conduct an annual financial monitoring of the NWIWDB contracted WIOA Title I Service Provider and One-Stop Operator. The Fiscal Agent will conduct oversight activities of financial systems, cost limitations and expenditures to ensure that grant funds and other assets are adequately safeguarded, and fund use is in compliance with OMB Circulars, Federal regulations, state and local policy requirements. Such fiscal oversight activities used to determine contract service provider compliance include, but are not limited to the monitoring, evaluation, and auditing of one or more of the following:

General Requirement examples:

1. Administrative procedures
2. Procurement
3. Program income and reporting
4. Property accountability and safeguarding Record retention

Fiscal Controls and Accounting examples:

1. Audits
2. Cash disbursement compliance and documentation
3. Cash management practices
4. Closeout
5. Cost allocation plans and processes
6. Disallowed costs
7. Financial management systems
8. Internal controls
9. Generally Accepted Accounting Principles (GAAP) adherence
10. Payroll administration
11. Planning and budget methodologies
12. Reporting

Oversight examples:

1. Insurance coverage and risk exposure
2. Oversight functions
3. Policies

The Fiscal agent will develop its monitoring process including any tools, scheduling, and resolution processes. The Fiscal Agent will submit a report of fiscal monitoring to the Board including any funds recovered due to disallowed costs. When disallowed costs are found, the service provider is responsible for reimbursing the fiscal agent 100% of costs associated with the participant (service provider staff time not included). During the annual review, the Fiscal Agent will also monitor Service Provider's adherence to their contract. The Fiscal Agent will conduct a 120-day review of new Service Providers, or any Service Provider identified that may have a high risk of potential deficiencies.

The highest-ranking individual of the entity performing the monitoring activities will be responsible for ensuring corrective actions are taken when problems or issues are found. Corrective actions will be resolved within 20 business days, or a date agreed upon by the parties involved. Subsequent monitoring may be conducted, at the direction of the board, as needed to determine if a corrective action has been completed.

### **Process for Addressing Monitoring Disagreements**

Should the sub-recipient disagree with any findings from the monitors, the sub-recipient has the right to submit a formal request in writing for a review to the LWDB executive director, along with justification and documentation in support of their request. The executive director will provide a written response within 10 business days of the date the request was submitted. If a satisfactory decision cannot be agreed upon, the sub-recipient has the right to file a grievance with the Executive Committee. The Executive Committee will perform a review of all documentation and ask any clarifying questions and provide the LWDB's final decision on the issue within 20 business days of the sub-recipient's formal request.