



Workforce Issuance

100 DCS 06.105

Policy Information

To: Chief Elected Officials
MassHire Workforce Board Chairs
MassHire Workforce Board Directors
MassHire Career Center Directors
MassHire Fiscal Officers
MassHire DCS Operations Managers

cc: WIOA State Partners

From: Alice Sweeney, Director
MassHire Department of Career Services

Date: September 14, 2020

Subject: Massachusetts COVID-19 Disaster Dislocated Worker Grant Project - **REVISED**

Purpose: To provide updated guidance to MassHire Workforce Boards, MassHire Career Center Operators, and other workforce partners regarding the MA COVID-19 Disaster Dislocated Worker Grant project.

This policy is revised to reflect updates and clarifications incorporated into the Master Agreement (Attachment H) for the COVID-19 Disaster Dislocated Worker Grant Project to include:

- On the Job Training process as it pertains to career and training services (page 4)
- Individual Training Accounts (ITAs) also under career and training services (page 4)
- On the Job Training Model as it pertains to vouchers (page 12)
- Individual Training Account Model regarding vouchering (page 13)

- Addendum A / Specific to Humanitarian Food Service Relief Temporary Employment (page 18)
- On the Job Training – Addendum B / Program Responsibilities and Process (page 26)
- Individual Training Accounts – Addendum C / Program Responsibilities and Process (page 34)

Please review and ensure all participation in the COVID-19 Disaster DWG project complies with this policy and any and all attachments and addendums that apply.

Background: The US Department of Labor (DOL) Employment and Training Administration (ETA) recently awarded \$6,993,000 to Massachusetts for a Disaster Dislocated Worker Grant (DWG) to assist in response to the COVID-19 pandemic. The funding pays for Disaster Relief Employment – temporary employment for eligible individuals in the following categories:

- Clean up and recovery efforts
- Employment related to the delivery of appropriate humanitarian assistance in the immediate aftermath of the disaster or emergency

DOL ETA has approved Massachusetts' project model to provide support the increased demand as a result of COVID-19 for temporary workers needed for emergency food distribution agencies.

At least 200 individuals will be provided temporary disaster-related employment at local food service organizations. MassHire Career Centers will assist with the recruitment of laid off food service workers who will be employed by SnapChef, the designated Employer of Record, and deployed at worksites across the Commonwealth.

The Primary Operator for the project is the MassHire Hampden County Workforce Board (MHCWB). MassHire workforce areas may participate in the project through a statewide voucher process administered by MHCWB.

Policy: The Massachusetts COVID-19 Disaster Dislocated Worker Project will be implemented for the period from April 10, 2020 through March 31, 2022. Grant funds for temporary food service employment will be accessible to all local workforce areas within which a food service organization has been selected as a worksite.

Grant funds for security personnel will be made available to all MassHire Career Centers and affiliate sites.

MassHire Workforce Boards, in consultation with local chief elected officials, must establish operating policies and procedures consistent with the guidance provided herein.

The Massachusetts COVID-19 Disaster Dislocated Worker Project, Food Service Component includes the following elements:

Worksite Application – Organizations interested in applying to be a worksite under this grant completed a worksite application. Applications were reviewed by a team and all worksites that applied were approved.

Worksite Agreement – Each approved worksite will enter into a worksite agreement with SnapChef, the designated Employer of Record for this project. The Primary Operator (MHCWB) will be the conduit to the Worksite Agreement process and will orchestrate electronic signatures (Attachment B).

Single Point of Contact Designation – Each MassHire local area must designate a primary and a backup single point of contact (SPoC) responsible for activities undertaken in conjunction with this project for the local area. MassHire local areas must also designate a SPoC responsible for the ITA/OJT component of the project. The Humanitarian Food Service Worksites also designate a SPoC for communication and SnapChef has designated SPoCs for communication regarding participant and worksite status. The MassHire SPoCs will recruit, assess for eligibility, vet candidates and refer them to SnapChef, ensure appropriate MOSES registration and worksite monitoring. (MassHire Information Issuance 100 DCS 06.103).

Eligible Participant(s) - Once identified as eligible, each participant must meet the conditions of the COVID-19 Disaster DWG Temporary Employment Eligibility Form (Attachment I). Participants are then directed to SnapChef for onboarding and matching to a position and worksite. Guidance for determining grant eligible participants is also included in Attachment E.

Master Agreement – The fiscal agent for each local area participating in this project must enter into a Master Agreement with MHCWB. The Master Agreement is the contract document that permits voucher payments to be made to the MassHire Career Center upon placement of participants into temporary employment or occupational training (ITA/OJT).

Voucher Allotment – MassHire Career Centers will be eligible for a one-time voucher payment of \$2400 for each job seeker that is:

- Placed in temporary employment by SnapChef;
- Enrolled in employment services and/or occupational training (ITA/OJT) for this project; or

- Placed in temporary employment and enrolled in employment services and/or occupational training (ITA/OJT).

These may occur concurrently, or sequentially.

Section C – Enrollment and Payment Schedule of the Master Agreement (page 11) outlines the Disaster COVID-19 voucher payment schedules under Humanitarian Food Service Relief Temporary Employment, On-the-Job Training and Individual Training Account models.

Voucher Invoices (Attachment K) are to be sent to the MHCWB for processing and payment. The MassHire Hampden County Workforce Board remits payment to the Career Center’s fiscal agent upon receipt of the voucher payment invoice. Any local area that has not executed a Master Agreement with MassHire Hampden County Workforce Board will not have access to voucher payments.

Worksite Agreement Addendum – A worksite agreement addendum (Attachment C) will be completed for each eligible individual matched with a worksite and hired by SnapChef for this project. The MassHire SPoC will be the conduit to the addendum process and will orchestrate signatures and confirm eligibility. MHCWB will verify eligibility, ensure the Worksite Agreement and Addendum(s) are fully executed and track MassHire customers that have been hired.

Monitoring – Each worksite and temporary worker (grant participant) will be subject to at least one monitoring visit (in-person or virtual) by the MassHire Career Center (Attachment D)

Support Services - For the MA COVID-19 Disaster DWG, supportive services are allowable for participants to participate in temporary employment and/or career and training services.

Support services, such as Personal Protective Equipment (e.g. masks, gloves) and job-related items (e.g. cook’s head ware) will be provided by SnapChef. Some transportation assistance may also be provided by SnapChef on a case-by-case determination.

Any other Support Services that may be necessary for the completion of a work assignment or participation in career and training services may be available to eligible participants based on funding availability and in accordance with the pertinent local area’s Support Services Policy.

These Support Services will be paid “up front” by the local area either to the individual directly or to a third-party provider in a manner consistent with the area’s local policy. The local area shall subsequently invoice the MassHire

Hampden County Workforce Board for support services reimbursement. Please refer to Attachment J for the invoice template.

Career and Training Services – As part of the MA COVID-19 Disaster DWG project, career and training services are available to dislocated workers regardless of an individual’s participation in disaster relief employment. Career and training services must be geared toward assisting participants to obtain unsubsidized, sustainable employment following the conclusion of grant-supported activities.

Local areas may provide the following services so long as they comply with the requirements for these services as described in WIOA, the relevant WIOA regulations, and [TEGL 19-16](#):

Career Services – Career services include occupational training (ITA/OJT) and job placement assistance to aid participants in finding and filling jobs in identified emerging or high demand sectors. Allowable career services are described in detail in TEGL No. 19-16.

Some examples of allowable career services include:

- Soft skills such as punctuality, personal maintenance skills, and professional conduct;
- In-depth interviewing and evaluation to identify employment barriers and development of individual employment plans; and
- Career planning (that includes a career pathway approach), job coaching, and job matching services.

Training Services and Work-Based Training Models – Allowable activities include but are not limited to:

- **ITA**: traditional classroom training funded through Individual Training Accounts (ITAs), including apprenticeship programs on the state’s Eligible Training Provider List; or
- **OJT**: connecting businesses and eligible participants to on-the-job training programs and apprenticeships to help facilitate reemployment.

Please refer to OJT Policy 100 DCS 07.101.1, located here:

<https://www.mass.gov/doc/on-the-job-training-ojt-0/download>

Note: Local Boards that elect to increase the wage reimbursement levels above 50% or up to 75% must document the factors used and the process to determine the reimbursement rate in local policy.

Career and Training services for eligible participants are available through OJT and ITA models:

100 On-the-Job Training and/or ITA contracts will be awarded on a first come first served basis to serve Eligible Participants who have participated in the Temporary Employment component pending funding availability

160 On-the-Job Training and/or ITA contracts – Regions are allocated 10 OJT/ITA slots to be accessed to serve Eligible Participants who have **not** participated in the Temporary Employment component pending funding availability. Local Area utilization will be reviewed by 12/31/20 and slots may be reallocated if not utilized by the Local Area to other areas of the Commonwealth where demand exists

See Master Agreement (Attachment H) Addendums A-C for detailed description of the Project elements associated with each training model.

Tracking Participants in MOSES

MCC staff must enter data in MOSES for participants enrolled in the grant. The MOSES Tracking Guide for the COVID-19 Disaster Recovery Dislocated Worker Grant provides instructions on how to enroll and track participants (Attachment N).

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

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”

This policy guidance is subject to revision by MDCS and as additional guidance is issued from the U.S. Department of Labor.

Action

Required: MassHire Workforce Boards must ensure compliance with this guidance.

Effective: Immediately

Inquiries: Please email all questions to PolicyQA@detma.org; indicate Issuance number and description.

References: [Workforce Innovation and Opportunity Act Overview, July 22, 2014](#)
[Workforce Innovation and Opportunity Act](#)
[TEGL 12-19 – National Dislocated Worker Grants Program Guidance](#)
[WIOA Priority of Service for Jobseeker Customers - 100 DCS 08.116](#)
[Eligibility Requirements for WIOA Title I Adult and Dislocated Worker Program - 100 DCS 18.101.5](#)
COVID-19 Disaster Recovery Resources Website -
<https://www.mass.gov/service-details/covid-19-disaster-recovery-dwg>

Attachments

and Links: A – Worksite Application
B – Worksite Agreement Template
C – Worksite Agreement Addendum
D – Monitoring Form
E – Dislocated Worker Grants Disaster Recovery Guidelines
F – Q&A
G – Recovery Jobs Interest Form
H - Master Agreement – **POSTED 9/14/20**
I – COVID-19 DWG Justification/Eligibility Form
J – Support Services-cash request form
K – Voucher Invoice
L – COVID-19 Dislocated Worker Eligibility Documentation Verification Methods
M – Dislocated Worker Eligibility Verification Methods
N - MOSES Tracking Guide/COVID-19 Disaster Recovery Dislocated Worker Grant

The Contractor has appointed the following Single Point of Contact for this contract for the following models:

Check all that apply:

COVID-19 Temporary Employment On-the-Job Training Individual Training Accounts

Name: _____

Title: _____

Phone Number: _____

E-mail: _____

The Contractor has appointed the following Single Point of Contact for this contract for the following models:

Check all that apply:

COVID-19 Temporary Employment On-the-Job Training Individual Training Accounts

Name: _____

Title: _____

Phone Number: _____

E-mail: _____

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

Career Center #1 _____

Career Center #2 _____

Career Center #3 _____

This agreement consists of:

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

- A. Humanitarian Food Service Relief Temporary Employment Responsibilities and Process
- B. On the Job Training (OJT) Program Responsibilities and Process
- C. Individual Training Account (ITA) Program Responsibilities and Process

SECTION A: WORK STATEMENT

SERVICE SUMMARY

The Massachusetts Executive Office of Labor and Workforce Development (EOLWD) MassHire Department of Career Services (MDCSS) applied for Disaster DWG funding to assist local MassHire Career Centers in serving people who have lost their employment due to the COVID-19 pandemic. MDCSS has received a DWG award in the amount of \$6,993,000, with the ability to apply for additional funding, upon demonstrated fiscal and programmatic performance.

To be eligible to participate in the MA Disaster COVID-19 DWG project, individuals must meet all of the following eligibility requirements:

WIOA Title I Eligibility including:

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

COVID-19 DWG Eligibility:

1. Temporarily or permanently laid off as a consequence of the COVID-19 pandemic;
2. A dislocated worker as defined at 29 U.S.C. 3102(3)(15);
3. A long-term unemployed worker; or
4. A self-employed individual who became unemployed or significantly underemployed as a result of the COVID-19 pandemic.

Veterans' preference applies within these eligible groups.

The Massachusetts Disaster COVID-19 DWG project will include the following elements:

Voucher Component:

All MassHire Workforce Areas are eligible to receive a one-time voucher payment of \$2,400 for providing individualized eligibility determination, Disaster Relief Temporary Employment placement and/or Career and Training services including Individual Training Accounts and On-the-Job Training, and follow-up services to *Authorized eligible* enrollees. Voucher reimbursement payments will be made to the local area only for individualized career services provided by the MassHire Career Center system. The MassHire Hampden County Workforce Board (MHCWB) remits payment to the Career Center's fiscal agent upon receipt of the voucher payment invoice.

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

Humanitarian Food Service Relief Temporary Employment:

Provide humanitarian food service relief to temporarily expand the capacity to serve 200 dislocated food service workers and meet the increased demand for temporary workers needed for front line and emergency food distribution agencies as a result of COVID-19.

The MassHire Career Center network will recruit laid off food service workers to provide Disaster Relief Temporary Employment through SnapChef for deployment at approved worksites across the Commonwealth. SnapChef will hire, train (as needed) and place food service personnel at organizations approved as being in need as the Employer of Record.

Career and Training Services for eligible participants are available through the following models:

On the Job Training (OJT) - Creation or expansion of on-the-job training (OJT) programs.

Individual Training Accounts (ITA) - Accessed through the Massachusetts Eligible Training Provider List (ETPL)

Estimated training slot allocation:

- 100 On-the-Job Training and ITA contracts
 - Awarded on first come first served basis to serve Eligible Participants who **have** participated in the Temporary Employment component pending funding availability.

- 160 On-the-Job Training and ITA contracts
 - Each local Areas is allocated 10 ITA/OJT slots to be accessed to serve Eligible Participants who have **not** participated in the Temporary Employment component pending funding availability.
Local Area utilization of training slots will be reviewed by 12/31/2020; slots may be reallocated if not utilized by the Local Area and demand exists in other areas of the Commonwealth.

See Addendum A-C for a detailed description of the Project elements associated with each training model.

Support Services:

For the MA Disaster COVID-19 DWG, supportive services are allowable for participants to participate in Career and Training services. Support Services shall be available to eligible participants based on funding availability and in accordance with the pertinent local area's Support Services Policy.

Support Services will be paid "up front" by the local area either to the individual directly or to a third-party provider in a manner consistent with the area's local policy. The local area shall subsequently invoice the MassHire Hampden County Workforce Board (MHHCWB) for Support Services reimbursement.

SECTION B: TERMS AND CONDITIONS

ARTICLE I: Definitions

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

1. "Agreement" or "Contract" - This document, including all attachments, addenda, and, by reference, applicable WIOA and Commonwealth of Massachusetts regulations.
2. "Authorized Representatives" - Any person or persons (other than the Contracting Officer) authorized to act for the head of the agency.
3. "Career Center" – A MassHire Career Center located within the Workforce Development Area under the direction of Title I Fiscal Agent that has been certified by the Commonwealth of Massachusetts. For the purposes of this Contract, the contracted Fiscal Agent will ensure the Career Center(s) implicated in the contract will abide by the terms and conditions outlined herein.
4. "Contracting Officer" - The person executing this contract on behalf of the funding agency, and any other individual who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer within the limits of his/her authority. The Contracting Officer will be the only individual who can legally commit the WDA to the expenditure of funds in connection with this contract or accomplish any contract changes.
5. "Contractor" – Party engaged to render services or complete tasks for amount specified in this contract document.
6. "Employer" – A business in the private or non-profit sector.
7. "Long-Term Unemployed" – A person who has experienced unemployment 27 weeks or longer in aggregate over the past 24 months.
8. "MDCS" – MassHire Department of Career Services, which has statewide responsibility for oversight of local WIOA programs for the Governor.
9. "Modifications" - Any changes, amendments, or emendations to this contract which affect the intent, cost, quality or length of contracted services.
10. "DWG" – National Dislocated Worker Grant; a source of funding for the COVID-19 DWG Project.
11. "DISASTER RELIEF TEMPORARY EMPLOYMENT Trainee" – An individual who has been determined to be eligible to participate in and who is enrolled in Temporary Employment (DISASTER RELIEF TEMPORARY EMPLOYMENT). Trainee designation commences on the first day of Temporary Employment following intake, eligibility determination, assessment, case plan development, DISASTER RELIEF TEMPORARY EMPLOYMENT Orientation, and DISASTER RELIEF TEMPORARY EMPLOYMENT contract execution.

12. "Participant" – An individual who has been determined to be eligible to participate in and who is receiving services except follow-up services) authorized by WIOA Title I. Participation commences on the first day, following determination of eligibility, on which the participant began work in a Disaster Relief Temporary Employment position.
13. "Primary Operator" – The entities designated to provide operational and fiscal oversight to the MA Disaster COVID-19 Project. The Primary Operator is the MassHire Hampden County Workforce Board.
14. "Stand-in Costs" - Costs paid from non-Federal sources which a recipient proposes to substitute or Federal costs which have been disallowed as a result of an audit or other review.
15. "Subcontract" - Includes all contracts, agreements or purchases, including purchase orders entered into by the contractor with a third party to procure property or services under this contract.
16. "WIOA" - Workforce Innovation and Opportunity Act of 2014.

ARTICLE II: Contracting Officer's Representatives

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

ARTICLE III: Indemnification

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

ARTICLE IV: Certificate of Insurance

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

ARTICLE V: Availability of Funds

This Contract is contingent upon the receipt of National Dislocated Worker Grant funds from the U.S. Department of Labor and continued authorization for allowable program activities. If such funds

become unavailable for any reason or authorization for program activities is withdrawn or otherwise modified, the Primary Operator has the unilateral right and absolute discretion to terminate this Contract at any time.

ARTICLE VI: Corrective Action

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

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

ARTICLE VII: Sanctions

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

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

ARTICLE VIII: Termination of Contract

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

property or to protect individuals from injury. Such termination or suspension action shall be effective upon receipt of notice of either suspension or termination by the Contractor.

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

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

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

ARTICLE IX: Disclosure of Confidential Information

The Contractor agrees to maintain the confidentiality of any information regarding employers, Customers, DISASTER RELIEF TEMPORARY EMPLOYMENT Customers or their immediate families which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the trainee or DISASTER RELIEF TEMPORARY EMPLOYMENT Customers, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the Contract and to persons having responsibilities under the Contract, including those furnishing services to the project under subcontracts. The Contractor shall further comply with the provisions of the Fair Information Practices Act. Ch. 766 of the Acts of 1975, and with the regulations promulgated thereunder by the Executive Office of Economic Affairs.

The Contractor agrees to take reasonable steps to insure the physical security of such data under their control, including, but not limited to: fire protection (including smoke and water damage),

alarm systems, locked files, guards, or other devices reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access; access to input and output documents; and design provisions to limit use of personal data.

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

ARTICLE X: Assignment by Contractor

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

ARTICLE XI: Conflict of Interest

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

ARTICLE XII: Non-Discrimination

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

ARTICLE XIII: Monitoring

At any time during the term of this Contract, Contractor shall permit the Primary Operator and its

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

ARTICLE XIV: Modifications

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

ARTICLE XV: Debarment

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

ARTICLE XVI: Governing Law and Jurisdiction

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

ARTICLE XVII: Severability

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

SECTION C: ENROLLMENT AND PAYMENT SCHEDULE

Disaster COVID-19 DWG VOUCHER PAYMENT SCHEDULE

Funding for voucher payments is on a ***fixed fee*** basis. Payment is subject to the following conditions:

Humanitarian Food Service Relief Temporary Employment:

1. Voucher payments will be single payments per authorized MA Disaster COVID-19 DWG enrollment in the following amounts:

COVID-19 DWG Vouchers: \$2,400.00 per authorized enrollee

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

- a) Prospective Disaster Relief Temporary Employee outreach, intake, case planning, and orientation;
 - b) Eligibility Determination and Documentation (Required)
 - c) Project Enrollment and Provision of Assessment services (Required)
 - d) Disaster Relief Temporary Employee case management, reporting, monitoring, follow up services.
 - e) Support Services; and
 - f) Reporting/MOSES Tracking
2. The Contractor must submit the following documentation to the Primary Operator to be eligible to receive voucher payments;
 - a) **COVID-19 DWG Eligibility Form**
 - b) **Worksite Agreement Addendum**
 - c) **COVID-19 DWG Voucher Invoice** after participant has been determined eligible, enrolled in the program and has started working at an approved worksite

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

3. Official COVID-19 DWG enrollment occurs on the first day on which a COVID-19 DWG customer begins work as a Disaster Relief Temporary Employee. A COVID-19 DWG customer who completes the intake process, is verified as eligible, but who is not enrolled into MOSES or who has not commenced COVID-19 DWG Temporary Employment will not constitute an official enrollment. In order to constitute an approved enrollment for payment purposes, an enrollment must be authorized in advance by the Primary Operator.
4. COVID-19 DWG Voucher Invoices must indicate COVID-19 DWG Project enrollments by provision of the following detail: Trainee name, MOSES identification number, enrollment date, voucher type and voucher amount. All participant information for payment purposes will be reviewed in MOSES by the Primary Operator. Invoices should be sent to the Primary Operator contact person.

5. The Primary Operator will accept invoices for payment from the designated Single Point of Contact (SPoC). Please ensure the name of these individuals appear in the designated section of the Master Agreement.
6. The Primary Operator will make voucher payments to the Contractor no later than 30 days following receipt of a complete and accurate COVID-19 DWG invoice for authorized COVID-19 DWG Customers only, provided the SPoC has submitted the required documentation specified in #4 above. Incomplete or inaccurate invoices or other documentation will cause delays in payment and may be returned for correction. All obligations and payments are contingent upon the Primary Operator funding and receipt of funds from the MassHire Department of Career Services.

On-the-Job Training Model:

1. Voucher payments will be single payments per authorized MA Disaster COVID-19 DWG enrollment in the following amounts:

COVID-19 DWG Vouchers: \$2,400 per authorized enrollee for DWG-funded OJTs for participants who have not participated in the Temporary Employment component.

Contractor will receive voucher payment for performing the following services:

- a) Prospective OJT Trainee outreach, intake, case planning, and orientation;
 - b) OJT Employer outreach, eligibility determination, training plan development;
 - c) OJT Contract execution;
 - d) OJT case management, reporting, monitoring, follow up services.
2. The Contractor must submit the following documentation to the Primary Operator to be eligible to receive voucher payments;
 - a) **Employer Eligibility Checklist**
 - b) **OJT Eligibility Form and OJT Pre Contract Form** – to be submitted as soon as determined in order to secure slot and confirm funding availability.
 - c) **OJT Contract** within 30 days of submitting the Employer Eligibility Checklist to the Primary Operator;
 - d) **OJT Voucher Invoice** submitted with first Invoice from employer.

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

3. Official OJT enrollment occurs on the first day on which an OJT Trainee begins the training. An OJT Trainee who completes the intake process, is verified as eligible, but who is not enrolled into MOSES or who has not commenced on-the-job training will not constitute an official enrollment. In order to constitute an approved enrollment for payment purposes, an enrollment must be authorized in advance by the Primary Operator.
4. OJT Voucher Invoices must indicate COVID-19 DWG Project enrollments by provision of the following detail: OJT Trainee name, MOSES identification number, OJT course number, enrollment date, voucher type and voucher amount. All trainee information for payment purposes will be reviewed in MOSES by the Primary Operator. Invoices should be sent to the Primary Operator contact person.

5. The Primary Operator will accept invoices for payment from the designated Single Point of Contact (SPoC). Please ensure the name of these individuals appear in the designated section of the Master Agreement.
6. The Primary Operator will make voucher payments to the Contractor no later than 30 days following receipt of a complete and accurate OJT Employer Invoice for authorized OJT Trainees only, provided the Contractor has submitted the required documentation specified in #4 above. Incomplete or inaccurate invoices or other documentation will cause delays in payment and may be returned for correction. The Contractor must utilize the OJT Voucher Invoice Form provided in Mass Workforce Issuance 14-80. All obligations and payments are contingent upon the Primary Operator funding and receipt of funds from the MassHire Department of Career Services.

Individual Training Account Model:

1. Voucher payments will be single payments per authorized MA Disaster COVID-19 DWG enrollment in the following amounts:

COVID-19 DWG Vouchers: \$2,400 per authorized enrollee for DWG-funded ITAs for participants that have **not** participated in the Temporary Employment component.

Contractor will receive voucher payment for performing the following services:

- g) Prospective Trainee outreach, intake, case planning, and orientation;
 - h) Project Enrollment and Provision of Career Services
 - i) Retraining Services; and
 - j) Job development to prepare a participant for full-time employment.
2. The Contractor must submit the following documentation to the Primary Operator to be eligible to receive voucher payments;
 - d) COVID-19 NDGW Eligibility Form**
 - e) COVID-19 NDWG Individual Training Account Request Form**– to be submitted as soon as determined in order to secure slot and confirm funding availability.
 - f) COVID-19 NDWG Voucher Invoice** after ITA Contract has been executed.

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

3. Official COVID-19 NDWG enrollment occurs on the first day on which an ITA Trainee begins the training. An ITA Trainee who completes the intake process, is verified as eligible, but who is not enrolled into MOSES or who has not commenced ITA Training will not constitute an official enrollment. In order to constitute an approved enrollment for payment purposes, an enrollment must be authorized in advance by the Primary Operator.
4. COVID-19 NDWG Voucher Invoices must indicate COVID-19 NDWG Project enrollments by provision of the following detail: Trainee name, MOSES identification number, ITA course number, enrollment date, voucher type and voucher amount. All trainee information for payment purposes will be reviewed in MOSES by the Primary Operator. Invoices should be sent to the Primary Operator contact person.

5. The Primary Operator will accept invoices for payment from the designated Single Point of Contact (SPoC). Please ensure the name of these individuals appear in the designated section of the Master Agreement.
6. The Primary Operator will make voucher payments to the Contractor no later than 30 days following receipt of a complete and accurate ITA Training provider invoice for authorized ITA Trainees only, provided the SPoC has submitted the required documentation specified in #4 above. Incomplete or inaccurate invoices or other documentation will cause delays in payment and may be returned for correction. All obligations and payments are contingent upon Primary Operator funding and receipt of funds from the Department of Career Services.

SECTION D: SUPPORT SERVICES

- *COVID-19 DWG* funds have been reserved to cover the support service needs of participants accessing employment and training services. Support Services shall be available to eligible participants based on funding availability and in accordance with the pertinent local area's Support Services Policy.
- The cost of needed Support Services will be covered through "up front" payments by the local area to either the individual directly, or to a third-party provider, depending on the specific Support Service and in a manner consistent with the area's local policy. The local area shall subsequently invoice Hampden for Support Services reimbursement.
- If local policy limits support services to a specific amount, local areas may only pay for support service up the amount established by the local policy.

COVID-19 DWG SUPPORT SERVICE PAYMENT SCHEDULE

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

1. Support Service payments will be single payments per authorized COVID-19 DWG enrollee subject to the limitations outlined above.
2. The Contractor must submit the following documentation to the Primary Operator to be eligible to receive support service payments;
 - a) **COVID-19 DWG Support Service Invoice** after participant has been determined eligible and enrolled in the program.
 - b) Documentation detailing the Support Service provided to the COVID-19 DWG Enrollee and proof of payment for the Support Service.

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

3. COVID-19 DWG Support Services Invoices must indicate COVID-19 DWG Project enrollments by provision of the following detail: COVID-19 DWG enrollee name, MOSES identification number, enrollment date, Support Service date, Amount requested and Type of Support Service. All trainee information for payment purposes will be reviewed in MOSES by the Primary Operator. Invoices should be sent to the Primary Operator contact person.

4. The Primary Operator will accept invoices for payment from the designated Single Point of Contact (SPoC). Please ensure the name of these individuals appear in the designated section of the Master Agreement.

5. The Primary Operator will make support service payments to the Contractor no later than 30 days following receipt of a complete and accurate COVID-19 DWG invoice for authorized COVID-19 DWG Customers only, provided the SPoC has submitted the required documentation specified in #3 above. Incomplete or inaccurate invoices or other documentation will cause delays in payment and may be returned for correction. All obligations and payments are contingent upon Primary Operator funding and receipt of funds from the MassHire Department of Career Services.

SECTION E: GRIEVANCE PROCEDURES

The Primary Operator and Contractor agree to adhere to the provisions specified in [MassWorkforce Issuance No. 100 MDCS 03.101.2: Unified Workforce Development System Complaint and Appeals Process \(Revised\)](#). As such, the Primary Operator and Contractor agree to establish and administer complaint procedures related to services/activities funded under Title I of the Workforce Innovation and Opportunity Act promulgated at 20CFR, Ch. V, §683.600 - §683.650. Requirements related to services/activities funded under the Wagner-Peyser Act, as Amended (Title III of the Workforce Innovation and Opportunity Act are separately promulgated at 20CFR Ch. V, §658.411. Both sets of regulations require the establishment of a local process to handle complaints brought forward by consumers of the respective program's services.

[MassWorkforce Issuance No. 100 MDCS 03.101.2](#) details the Commonwealth of Massachusetts' unified complaint system that covers the requirements of both WIOA and Wagner-Peyser. This unified process has been reviewed and approved for statewide implementation by the U.S. Department of Labor (DOL). It streamlines state and local processes (including procedures pertaining to the appeal of local determinations to the State level and, if necessary, beyond) into a single, unified complaint system.

Consistent with the regulations promulgated at 20 CFR, §679.290 and § 683.640 and also at 20CFR Ch. V, §658.411 describing complaint system requirements for all direct recipients* of WIOA Title I funds (excluding Job Corps**) and Wagner-Peyser funds (Title III), all local Workforce Area entities and WIOA service providers including all MassHire Workforce Boards, MassHire Career Centers, Fiscal Agents and service providers must establish and maintain a formal unified process for the submission and resolution of complaints initiated by either customers or other interested parties that is consistent with the guidance described, herein and detailed in Attachment A.

*Direct recipients may include state agencies, state and MassHire Workforce Boards, MassHire Career Center operators, Career Center partners, local WIOA administrative entities, their service providers, including eligible training providers and entities providing non-WIOA funds or resources to meet matching requirements or other conditions under WIOA.

Formal complaints may be submitted in accordance with MassWorkforce Issuance No. 100 MDCS 03.101.2 by an individual or group of individuals, an employer or group of employers, a staff person or persons or an interested third party acting on behalf of an individual, group of individuals, an employer or group of employers.

Under MassWorkforce Issuance No. 100 MDCS 03.101.2 each LWDB must assure that the WIOA entities [including the MassHire Workforce Board, the MassHire Career Center(s), the Title I Administrator and the Fiscal Agent]) and local partners and service providers designate an appropriate number of Complaint Officers (CO) and EO Officers (EOO) whose responsibility it is to conduct the initial review of each complaint and to determine the correct adjudicative path (Title I, Wagner-Peyser or EO) to be followed to reach a resolution.

Any provisions contained in the Workforce Innovation and Opportunity Act and the Wagner-Peyser Act, as Amended, their regulations, or other applicable laws and regulations shall apply even if not explicitly stated in MassWorkforce Issuance No. 100 MDCS 03.101.2. Neither shall any part of that policy be construed to contradict prevailing equal opportunity laws and requirements.

EQUAL OPPORTUNITY IS THE LAW

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

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, sex (wages), genetics, retaliation, political affiliation or belief. Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunities Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title-1 financially assisted program or activity.

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

Deciding who will be admitted, or have access, to any WIOA Title 1-financially assisted program or activity; Providing opportunities in, or treating any person with regard to, such program or activity; or Making employment decisions in the administration of, or in connection with, such a program or activity.

WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION

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

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

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

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

FOR INFORMATION OR TO FILE A COMPLAINT, CONTACT

Steve Trueman
Equal Opportunity Officer
MassHire Hampden County
Workforce Board
Springfield, MA 01103
(413) 755-1362

or Director
Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution Avenue NW, Room N-4123
Washington, DC 20210
(202) 219-8927

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

Auxiliary aids and services are available upon request to individuals with disabilities
Equal Opportunity Employer/ Program

WIOA COMPLAINTS/GRIEVANCES

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

Steve Trueman
MassHire Hampden County Workforce Board
1441 Main Street
Springfield, MA 01103

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

Office of the Director
MassHire Department of Career Services
19 Staniford Street, 1st Floor
Boston, MA 02114

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

Original to:
U.S Department of Labor
Employment and Training Administration
200 Constitution Ave., NW
Washington DC, 20210
Attention: ASET

Copy To:
U.S. Department of Labor
Employment and Training Administration
John F. Kennedy Federal Building, Room E-350
Boston, MA 02203

CRIMINAL COMPLAINTS

All information and complaints involving fraud, waste, abuse or criminal activity shall be reported directly and immediately to:

Original to:
Office of the Inspector General
200 Constitution Avenue, NW Room S-5506,
Washington, DC 20210
or call 1-800-347-3756.

Copy To:
Office of Internal Control and Security
Charles F. Hurley Building
19 Staniford Street, 4th Floor
Boston, MA 02114

ADDENDUM A: Humanitarian Food Service Relief Temporary Employment:

DISASTER RELIEF TEMPORARY EMPLOYMENT PROGRAM SUMMARY

All Disaster Relief Temporary Employment conducted in conjunction with the COVID-19 DWG Project must be consistent with the requirements for the **Humanitarian Food Service Relief Temporary Employment** as described in the Massachusetts **COVID-19 Disaster National Dislocated Worker Grant Project** Policy, Mass Workforce Issuance 100 MDCS 06.105.

Additionally, Disaster Relief Temporary Employment is limited to 12 months (or 2,080 hours)

Career Center Activities:

The Career Center will be responsible for the Disaster Relief Temporary Employment activities outlined below:

- Job seeker outreach, intake, provision of career services;
- Determination of eligibility;
- Case Plan Development
- Communication and coordination with Approved Disaster Relief Temporary Employment Worksites and Employer of record
- Worksite Addendum development and execution;
- Career Services (counseling, support services) while customer is in Disaster Relief Temporary Employment
- MOSES data entry and case management documentation;
- Monitoring;
- Reporting;
- Follow-up services.

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

Worksite Employer Eligibility:

All employers participating in the COVID-19 DWG Project must meet the eligibility requirements as per Mass Workforce Issuance 100 MDCS 06.105

PROGRAM RESPONSIBILITIES

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

1. DISASTER RELIEF TEMPORARY EMPLOYMENT Position Development

The Career Center will work with the Employer of Record and Approved Worksites to identify eligible customers for the proposed DISASTER RELIEF TEMPORARY EMPLOYMENT position.

2. DISASTER RELIEF TEMPORARY EMPLOYEE Outreach

Prospective Disaster Relief Temporary Employment Customers are identified as a potential match with the proposed Disaster Relief Temporary Employment position.

3. DISASTER RELIEF TEMPORARY EMPLOYMENT Intake

Prospective Disaster Relief Temporary Employment Customers are registered with the Career Center and in MOSES.

4. DISASTER RELIEF TEMPORARY EMPLOYMENT Eligibility

Eligibility information is obtained and verified.

5. Assessment

Prospective Disaster Relief Temporary Employment Customers are assessed for the skills, abilities, and interests.

6. Case Plan Development

A Case Plan is developed for all prospective Disaster Relief Temporary Employment Customers.

7. DISASTER RELIEF TEMPORARY EMPLOYMENT Worksite Agreement Addendum

A Disaster Relief Temporary Employment Worksite Agreement Addendum is completed by the Worksite Employer, Disaster Relief Temporary Employee and Career Center to match and secure Disaster Relief Temporary Employment position. Once finalized, and signed by all relevant parties a copy is submitted to the Primary Operator contact.

8. Support Services

Support Services shall be available to all eligible participants based on funding availability and in accordance with the local area's Support Services Policy.

9. Voucher Payment

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

10. Case Management

Disaster Relief Disaster Relief Temporary Employment Customers receive on-going case management.

11. Monitoring

Regular monitoring is conducted by the local area MassHire Career Center, the Primary Operator, and MDCSS.

12. Exits

Disaster Relief Temporary Employment customer is exited from the grant when services discontinue.

13. Reporting

Proper tracking and reporting of grant activity in MOSES is required.

14. Contract Responsibilities

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

DISASTER RELIEF TEMPORARY EMPLOYMENT

The following provides a detailed description of the Disaster Relief Temporary Employment Process for the COVID-19 DWG Project.

1. Outreach

The Primary Operator will send the Local MassHire SPoC copies of Approved Worksite locations with specific occupational detail to recruit eligible individuals for positions. Local MassHire SPoC will work with Approved Worksites and Employer of Record to identify customers for Temporary Employment positions.

Based on the proposed Disaster Relief Temporary Employment job description the Career Center will conduct outreach to identify prospective Disaster Relief Temporary Employment Customers in the Workforce Development Area who meet the employer's baseline qualifications.

2. Customer Intake and Eligibility Determination

After prospective Disaster Relief Temporary Employment Customers have been identified, the Career Center must ensure that all individuals go through an intake process to ensure that all information pertinent to COVID-19 DWG requirements is collected and every prospective Disaster Relief Temporary Employment Trainee receives relevant services. The intake process includes completion of an application or an intake registration form to capture all the necessary data elements to gauge eligibility and the direction of service provision. Career Centers will also ensure that registration in MOSES is completed for all prospective Disaster Relief Temporary Employment Customers.

Documents pertinent to COVID-19 DWG eligibility determination, citizenship or alien registration, and employment authorization (if the individual is not a U.S. citizen) will be collected by the career center following standard procedures and policies. After these documents are collected, the career center will determine Disaster Relief Temporary Employment Trainee eligibility for the COVID-19 DWG.

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

- ✓ the individual progresses through the intake process as would any other career center customer and meets all requirements for eligibility of the COVID-19 DWG;
- ✓ the completed case plan indicates training is necessary for the individual to perform the work associated with the position for which the employer has an opening to fill; and
- ✓ the employer meets all of the eligibility requirements under the COVID-19 DWG.

3. Career Services

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

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

4. Case Plan Development

The assessment process will culminate in the development of a Case Plan that shall identify the employment goal, achievement objectives, and appropriateness of Temporary Employment for the prospective DISASTER RELIEF TEMPORARY EMPLOYMENT Trainee. Review of DISASTER RELIEF TEMPORARY EMPLOYMENT Trainee’s progress in meeting the objectives of the service strategy will be documented throughout the trainee’s tenure. Labor market and occupational information will be researched or provided. If the prospective DISASTER RELIEF TEMPORARY EMPLOYMENT Trainee lacks currently marketable skills, a determination of occupational skill requirements will be made. The Case Plan should document the justification for referral of the prospective DISASTER RELIEF TEMPORARY EMPLOYMENT Trainee to Temporary Employment based on objective assessment, and analysis of work history, personal interest, and local labor market information. Career Center staff will discuss with the individual the process through which Temporary Employment and education services are obtained. The Case Plan should be updated and reviewed regularly.

5. Temporary Employee Customer Referral to Employer of Record and Onboarding Process

Once eligible participant is identified by Local area for approved worksite/specific occupation the Local area SPoC prepares:

- COVID-19 NDWG Eligibility Form

- Local MassHire SPoC directs eligible customers to the Employer of Record SPoC for the onboarding process.

Employer of Record Onboarding Process includes the following components that are all accessible online:

- ❖ Customers will be assessed for food service operation skills and knowledge for job placement at approved worksites.
 - Driver Customers will provide adequate information to employer for eligibility verification.
- ❖ Qualified employees will complete in the following onboarding process:
 - **Snapchef application** to be completed for approval
 - Personal contact information
 - Payrate to be established
 - Disclosure form – authorization for federal CORI report
 - Massachusetts Withholding M-4
 - Federal Withholding W-4
 - I-9 Employment Eligibility
 - Health Insurance Waiver
 - Employees will have the opportunity to enroll in company provided health insurance or waive due to existing coverage
 - Snapchef Sexual Harassment Policy
 - Paid Family and Medical Leave Act
 - Snapchef Meal Break Waiver
 - Snapchef Employee Handbook – reviewing Snapchef’s policies and procedures employees will need to follow.
 - ❖ Once the application has been approved, the employee will go through the following steps before going out on the job site:
 - **Orientation session** – overviewing company policies/procedures, workplace safety techniques, job placement strategies, scheduling/payroll programs.
 - **Uniforms** – chef coat, chef cap and cutting glove to be provided by Snapchef
 - **Training** – as needed based on candidate qualifications and worksite job orders.
 - **SNAPapp access** – employee will be provided access to Snapchef Web Portal and SNAPapp for following functions: (if employee is unable to access digital program, Snapchef management will coordinate with individual)
 - Review schedule (past, present and future)
 - Clock in and out of shifts
 - Contact operations
- ❖ Employee is now eligible for job placement at approved worksites.

6. Worksite Agreement Addendum

Once the Employer of Record confirms the customer has completed the onboarding process and is ready to start employment at an Approved Temporary Worksite the Local Area SPoC will complete the **Worksite Agreement Addendum with the** Worksite Employer to secure and formalize the Disaster Relief Temporary Employment position. Once finalized, and signed by all relevant parties (Worksite, Temporary Employee and Career Center) a copy is submitted to the Primary Operator.

7. Support Services:

Funds have been reserved to cover the support service needs of participants accessing Career and Training services. Support Services shall be available to eligible participants based on funding availability and in accordance with the pertinent local area's Support Services Policy.

The cost of needed Support Services will be covered through "up front" payments by the local area to either the individual directly, or to a third-party provider, depending on the specific Support Service and in a manner consistent with the area's local policy. The local area shall subsequently invoice the Primary Operator for Support Services reimbursement. If local policy limits support services to a specific amount, local areas may only pay for support service up the amount established by the local policy. Support Service payments will be single payments per authorized enrollee subject to the limitations outlined above. The Contractor must submit the following documentation to the Primary Operator to be eligible to receive support service payments;

- c) **COVID-19 NDWG Support Service Invoice** after participant has been determined eligible and enrolled in the program.
- d) Documentation detailing the Support Service provided to the COVID –19 NDWG Enrollee and proof of payment for the Support Service.

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

The Primary Operator will accept invoices for payment from the designated Single Point of Contact (SPoC). Please ensure the name of these individuals appear in the designated section of the Master Agreement.

The Primary Operator will make support service payments to the Contractor no later than 30 days following receipt of a complete and accurate COVID-19 NDWG invoice for authorized and eligible NDWG Customers only, provided the SPoC has submitted the required documentation above. Incomplete or inaccurate invoices or other documentation will cause delays in payment and may be returned for correction. All obligations and payments are contingent upon Primary Operator funding and receipt of funds from the Department of Career Services.

8. Voucher Payment

If the contracted Workforce Development Area is eligible to receive voucher payments per MassWorkforce Issuance 100 MDCS 06.105, the Primary Operator will submit the payment to the Career Center's fiscal agent upon receipt of the voucher payment invoice. All workforce areas are eligible to receive voucher payments for Disaster Relief temporary employment related individualized career services provided by the local One-Stop Career Center system in relation to preparing, recruiting, preparing, job matching, monitoring and following up on the services under the COVID-19 humanitarian food service relief temporary employment grant. The primary operator will submit the payment to the Career Center's fiscal agent upon receipt of the first the Local Area Voucher Invoice for \$2,400.00 per enrolled and employed customer with a copy of the Worksite Agreement Addendum confirming the customer start date of employment and a copy of the first weeks timesheets/payroll.

Any local area that has not executed a Master Agreement with the Primary Operator (MHHCWB) will forfeit access to voucher payments described above. No voucher payments will be issued prior to execution of a Master Agreement. Incomplete or inaccurate invoices may be returned to the local area for correction.

9. Career Development Services (Subsequent to Disaster Relief Temporary Employment)

Once an Disaster Relief Temporary Employment assignment has been completed, Career Centers are responsible for COVID-19 NDWG career development services including::

- 1) Prepare and coordinate comprehensive employment plans, such as service strategies, for Disaster Relief Temporary Employment Customers to ensure access to the necessary training and supportive services
- 2) Provide job and career counseling during program participation and after job placement, if necessary

Case management includes the in-depth provision of career counseling (i.e. skill reviews, vocational exploration, interest assessment, labor market review) in order to develop the case plan to help individuals reach employment goals. For Customers in the COVID-19 DWG, on-going counseling support will be provided to assist them to overcome barriers to successful DISASTER RELIEF TEMPORARY EMPLOYMENT completion and to reach the goals set forth in their case plans.

Case notes for each customer must be documented, detailed and updated in MOSES. Case notes document services, customer contact and issues, and trainee progress toward achieving the employment objectives in the Case Plan. Contact should be maintained with all Customers at a minimum of every thirty (30) days, and that contact should be posted in MOSES. Case Plan and corresponding MOSES documentation must occur on an ongoing basis and include documentation of completion of activities.

10. Monitoring

Career Centers will be responsible for regular compliance and progress reviews to be conducted by the designated local area entity and also in accordance with the schedule and terms of the executed Disaster Relief Temporary Employment Worksite Agreements. At a minimum, two reviews, including one on-site visit, will be conducted during the term of the Worksite Agreement period to review the employer's compliance and other contractual stipulations. The review will also include discussions with temporary employee to determine or identify issues in need of resolution. Any identified issues should be mediated as part of the onsite review process. Reports generated from the reviews will be kept on file and in MOSES.

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

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

11. Exits

Following completion of activities funded through this contract, and 90 days of no services (excluding follow-up services), Customers will be exited from the COVID-19 DWG. This will begin the follow-up period described above.

Regardless of the type of activity for a trainee, the only positive outcome for a Dislocated Worker trainee is placement into a job. All entered employments must be documented on the MOSES system. When a trainee obtains a job placement, his/her COVID-19 DWG case should be closed. The MOSES automatic exit feature will exit the trainee from the system.

In addition, the contracted Career Center should strive for a placement rate of 88% of all exiters from the COVID-19 DWG.

12. Reporting

The Career Center will be required to maintain an electronic record of Disaster Relief Temporary Employment Customers, activities and results in the MOSES computer data system, following procedures established by the MDCSS and the management of the MOSES system. Information in the MOSES system will encompass eligibility determination, career services delivery, enrollment, case management and tracking of all participants enrolled in the COVID-19 DWG. Up-to-date information will provide enrollment and termination data for the Primary Operator and the Career Center itself. Information must be entered in a timely and efficient manner, and all hard copy records must also be kept in a timely, efficient and organized manner. The data collected by the Career Center will be used to document performance results for the COVID-19 DWG, for the pertinent Career Center, and for all service providers utilized by Customers.

13. Contract Responsibilities

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

the laws and regulations regarding:

- a. M.G.L. c151B
- b. Title VI (VII) of the Civil Rights Act of 1974, P.L. 88 - 352
- c. The Workforce Innovation and Opportunity Act

- 3) The Contractor agrees to abide by the policy requirements of this contract, and understands that if the MDCSS implements new policies, they will be transitioned to all parties cited in this contract.

ADDENDUM B: ON-THE-JOB TRAINING

ON-THE-JOB TRAINING PROGRAM SUMMARY

All On-the-Job Training conducted in conjunction with the COVID-19 DWG Project must be consistent with the requirements for the On-the-Job (OJT) training as described in the Massachusetts On-the-Job Training Policy, MassWorkforce Issuance 100 MDCS 07.101.1.

OJT Trainee Services

This COVID-19 DWG Project will provide core and intensive services to prepare Eligible Participants for re-entry into the labor market. In order to become re-employed with minimal loss in wages, these Eligible Participants will need some or all of the following services:

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

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

Career Center Activities

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

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

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

OJT Employer Eligibility

All employers participating in the COVID-19 DWG Project must meet the eligibility requirements as per Mass Workforce Issuance 100 MDCS 07.101.1

PROGRAM RESPONSIBILITIES

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

1. Employer Outreach and Eligibility Determination

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

2. Voucher Payment Reservation

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

3. OJT Position Development

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

4. OJT Trainee Outreach

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

5. OJT Trainee Intake

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

6. Career Services

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

7. Assessment

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

8. Case Plan Development

A Case Plan is developed for all prospective OJT Trainees.

9. OJT Training Plan Development

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

10. Support Services

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

11. OJT Pre-Contract Form

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

12. OJT Contract Development and Execution

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

13. Employer Reimbursement

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

14. Voucher Payment

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

15. Case Management

OJT Trainees receive on-going case management.

16. Monitoring

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

17. Job Development/Placement

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

18. Exits

OJT Trainee is exited from the grant when services discontinue.

19. Reporting

Proper tracking and reporting of grant activity is required.

20. Contract Responsibilities

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

ON-THE-JOB TRAINING (OJT) PROCESS
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The following provides a detailed description of the On-the-Job Training Process for the COVID-19 DWG Project.

1. Employer Outreach and Eligibility Determination

The OJT process begins with outreach to employers. Career Center BSRs, or other designated staff, will outreach to local area employers to raise awareness and to cultivate interest in the COVID-19 DWG. Local areas are encouraged to partner with community-based organizations (CBOs), business organizations and economic development entities to identify interested employers and/or prospective OJT Trainees.

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

Employer Eligibility Checklist should still be completed and kept on file for future reference in the event that denial of eligibility is appealed.

2. OJT Position Development

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

3. OJT Trainee Outreach

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

4. OJT Trainee Intake

After prospective OJT Trainees have been identified, the Career Center must ensure that all individuals go through an intake process to ensure that all information pertinent to COVID-19 DWG requirements is collected and every prospective OJT Trainee receives relevant services. The intake process includes completion of an application or an intake registration form to capture all the necessary data elements to gauge eligibility and the direction of service provision. Career Centers will also ensure that registration in MOSES is completed for all prospective OJT Trainees.

Documents pertinent to COVID-19 DWG eligibility determination, citizenship or alien registration, and employment authorization (if the individual is not a U.S. citizen) will be collected by the career center following standard procedures and policies. After these documents are collected, the career center will determine OJT Trainee eligibility for the COVID-19 DWG.

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

- ✓ the individual progresses through the intake process as would any other career center customer and meets all requirements for eligibility of the COVID-19 DWG;
- ✓ the completed case plan indicates training is necessary for the individual to perform the work associated with the position for which the employer has an opening to fill;
- ✓ the employer meets all of the eligibility requirements under the COVID-19 DWG and;
- ✓ the employer provides assurance that the individual has not previously been employed by the employer in the same or similar position.

5. Career Services

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

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

6. Assessment

All eligible and appropriate customers of the COVID-19 DWG will receive a full objective assessment. As defined by the WIOA regulations, an objective assessment will include an assessment of the skill levels and service needs of each customer, which shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for non-traditional jobs), and supportive service needs. Skill assessments must be administered using a standardized and publicly available assessment instrument. Assessment records must be documented on the OJT Justification Form and kept in the customer’s file. Skill assessment tools may include one of the following instruments:

- Work Keys
- The Self-Directed Search (SDS)
- Career One Stop Skills Profiler
- O*NET
- MASS CIS

The assessment process may include an informal assessment and is based on one-on-one interactions between the customer and the career center staff. The ability of a customer to complete an intake document, to follow instructions in the orientation and during the intake process, and to articulate expectations and needs all become part of the informal assessment.

7. Case Plan Development

The assessment process will culminate in the development of a Case Plan that shall identify the employment goal, achievement objectives, and appropriateness of on-the-job training for the prospective OJT Trainee. Review of OJT Trainee’s progress in meeting the objectives of the service strategy will be documented throughout the trainee’s tenure. Labor market and occupational information will be researched or provided. If the prospective OJT Trainee lacks currently marketable skills, a determination of occupational skill requirements will be made. The Case Plan should document the justification for referral of the prospective OJT Trainee to on-the-job training based on objective assessment, and analysis of work history, personal interest, and local labor market information. Career Center staff will discuss with the individual the process through which on-the-job training and education services are obtained. The Case Plan should be updated and reviewed regularly.

8. OJT Training Plan Development

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

trainees to the employer for interview and may also facilitate any screening or assessment procedures required by the employer. In the case when a Career Center cannot match an OJT position with an eligible prospective OJT Trainee, the Career Center must notify the employer and keep the Employer Eligibility Checklist on file.

Once an eligible OJT Trainee has been matched to a proposed OJT position, the Career Center will work with the employer to develop a training plan that must reflect the meshing of the prospective Trainee skills assessment(s) and an analysis of job performance requirements. The Training Plan must specify skill gaps, job performance requirements that can be benchmarked against external data, and training duration. The Training Plan must be individualized to reflect individual differences. Skill development and training length should correspond to the Specific Vocational Preparation (SVP) and Job Zone found on O*NET (<http://online.onetcenter.org/>).

9. OJT Pre-Contract Form

Once the training plan outline is complete, and the eligible OJT trainee has been selected by the employer, the SPoC will send the Primary Operator an OJT Pre-Contract form that identifies the cost of the OJT contract to determine whether there are sufficient COVID-19 DWG funds to pay for the training. The Primary Operator will respond to the OJT Pre-Contract Form within five (5) business days with a determination as to whether the funds are in place, and provide authorization for the Career Center to develop an OJT Contract. At this time, a voucher slot is reserved for the Career Center in connection with the OJT Contract.

10. OJT Contract Development and Execution

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

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

After the OJT Contract has been duly executed, the Career Center will enroll the OJT Trainee in the COVID-19 DWG in MOSES following MDCS OJT MOSES data entry guidelines.

11. Employer Reimbursement

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

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

12. Voucher Payment

If the contracted Workforce Development Area is eligible to receive voucher payments per MassWorkforce Issuance 100 MDCS 06.105, the Primary Operator will submit the payment to the Career Center's fiscal agent upon receipt of the voucher payment invoice.

13. Career Development Services

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

- 1) Prepare and coordinate comprehensive employment plans, such as service strategies, for OJT Trainees to ensure access to the necessary training and supportive services
- 2) Provide job and career counseling during program participation and after job placement, if necessary

Case management includes the in-depth provision of career counseling (i.e. skill reviews, vocational exploration, interest assessment, labor market review) in order to develop the case plan to help individuals reach employment goals. For trainees in the COVID-19 DWG, on-going counseling support will be provided to assist them to overcome barriers to successful OJT completion and to reach the goals set forth in their case plans.

Case notes for each customer must be documented, detailed and updated in MOSES. Case notes document services, customer contact and issues, and trainee progress toward achieving the employment objectives in the Case Plan. Contact should be maintained with all trainees at a minimum of every thirty (30) days, and that contact should be posted in MOSES. Case Plan and corresponding MOSES documentation must occur on an ongoing basis and include documentation of completion of activities.

14. Monitoring

Career Centers will be responsible for regular compliance and progress reviews to be conducted by the designated local area entity and also in accordance with the schedule and terms of the executed OJT contract. At a minimum, two reviews, including one on-site visit (or virtual), will be conducted during the term of the COVID 19 DWG contract period to review the employer's compliance with the training plan and other contractual stipulations. The review will also include discussions with both the employer and trainee to determine the trainee's progress and to identify issues in need of resolution. Any identified issues should be mediated as part of the onsite review process. Reports generated from the reviews will be kept on file and in MOSES.

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

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

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

15. Job Development/Placement

Successful OJT completion will result in a full-time, unsubsidized employment. It is the responsibility of the Career Center to contact the employer to verify entered employment. The Career Center will also be responsible for documenting retention in employment at 180 days after the trainee's termination (exit) from the COVID-19 DWG program. All retention and follow-up must be entered into the MOSES data system.

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

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

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

16. Exits

Following completion of activities funded through this contract, and 90 days of no services (excluding follow-up services), trainees will be exited from the COVID-19 DWG. This will begin the follow-up period described above.

Regardless of the type of activity for a trainee, the only positive outcome for a Dislocated Worker trainee is placement into a job. All entered employments must be documented on the MOSES system. When a trainee obtains a job placement, his/her COVID-19 DWG case should be closed. The MOSES automatic exit feature will exit the trainee from the system.

In addition, the contracted Career Center should strive for a placement rate of 88% of all exiters from the COVID-19 DWG.

17. Reporting

The Career Center will be required to maintain an electronic record of OJT Trainees, activities and results in the MOSES computer data system, following procedures established by the MDCS and the management of the MOSES system. Information in the MOSES system will encompass eligibility determination, career services delivery, enrollment, case management and tracking of all participants enrolled in the COVID-19 DWG. Up-to-date information will provide enrollment and termination data for the Primary Operator and the Career Center itself. Information must be entered in a timely and efficient manner, and all hard copy records must also be kept in a timely, efficient and organized manner. The data collected by the Career Center will be used to document performance results for the COVID-19 DWG, for the pertinent Career Center, and for all service providers utilized by trainees.

18. Contract Responsibilities

- 1) The Contractor will comply with any Primary Operator requests for statistical, financial, or programmatic reports. Payment and future funding will depend on the submission and approval of all reports.
- 2) All programs, services and activities conducted under this contract will be in compliance with the laws and regulations regarding:
 - a. M.G.L. c151B
 - b. Title VI (VII) of the Civil Rights Act of 1974, P.L. 88 - 352
 - c. The Workforce Innovation and Opportunity Act
- 3) The Contractor agrees to abide by the policy requirements of this contract, and understands that if the MDCS implements new policies, they will be transitioned to all parties cited in this contract.

ADDENDUM C: Individual Training Accounts (ITA)

INDIVIDUAL TRAINING ACCOUNTS (ITA) PROGRAM SUMMARY

10 Individual Training Accounts will be made available to the Workforce Area.

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

1. Customer is eligible as determined according to COVID-19 DWG Policy promulgated by the MDCS.
2. Only customers accessing Training funded through the COVID-19 DWG are to be enrolled.

Following intake, eligibility determination and enrollment into an ITA training program, the customer will be enrolled into the grant. Career and Training services are provided to all enrollees and may include (but are not limited to):

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

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

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

Outreach and Recruitment

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

Intake

The intake process ensures that all information pertinent to grant requirements is collected and appointments to meet with a Counselor are arranged for every applicant. The goal of the COVID-19 DWG is to transfer customers quickly from initial point of contact to available project services.

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

The intake process is as follows:

1. A local application or an intake registration in MOSES is completed for the interested former employee. Project staff will ensure all necessary data is recorded. Documents pertinent to eligibility determination, citizenship or alien registration, and employment authorization (if the individual is not a U.S. citizen) will be collected.
2. Once the customer has been confirmed as eligible by the local Career Center, staff will enter the customer information into the statewide MOSES database. Eligibility and related information will also be designated in MOSES.

Eligibility Process

The contracted Career Center is responsible for the determination of eligibility under the COVID-19 NDWG Grant. The contracted Career Center must collect all requisite documentation for all eligible Dislocated Workers in the COVID-19 DWG, following standard procedures in directives from the MDCSS. The Career Center must, upon identifying a potential COVID-19 DWG participant, contact the Primary Operator to authorize enrollment once eligibility is completed. No participants can be enrolled in the COVID-19 DWG without this authorization.

Orientation

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

Enrollment & Data Documentation

Eligibility for the COVID-19 DWG

1. In the customer file, open the "Eligibility" screen and move "COVID-19 DWG" over to the eligibility column;
2. Return to the "Basic" screen, click on the "Career Center" button, which will bring up a list of programs specific to Career Centers;
3. Scroll down to "COVID-19 DWG" and click "Apply;"
Click on "Okay."

The customer is now enrolled in the COVID-19 DWG. Ongoing services to each customer should be documented and data entered into MOSES in a timely fashion, according to regularly prescribed procedures.

Assessment

All eligible appropriate customers of the COVID-19 NDWG Grant will receive a full objective assessment. As defined by the WIOA regulations, a comprehensive and specialized assessment of the skill levels and service needs of Adult/Dislocated Workers, may include:

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

- (i) Diagnostic testing and use of other assessment tools; and
- (ii) In-depth interviewing and evaluation to identify employment barriers and appropriate goals.

An assessment of the skill levels and service needs of each customer, which shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for non-traditional jobs), and supportive service needs.

Informal assessment is based on one-on-one interactions between the customer and the staff of the project. The ability of a customer to complete an intake document, to follow instructions in the orientation and during the intake process, and to articulate expectations and needs all become part of the informal assessment. Formal assessment instruments will be administered as necessary. Assessment instruments may include the following:

Educational Testing:

- Test of Adult Basic Education
- The Job Corps Reading/Screening Test
- The BEST Test
- The WRAT (Math test)
- Work Keys

Aptitude, Interest, and Skills Assessments:

- O*Net Assessment Tools
- The Harrington-O'Shea
- The Bennett Mechanical Test
- The Myers-Briggs

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

Career Plan Development/Service Planning

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

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

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

Occupational Training

The following provides an outline of the ITA process for the statewide COVID-19 DWG. It follows an individual Career Center Case Manager's determination that a customer is appropriate for training:

- 1) With assistance from the Case Manager, the participant selects a training program from the list of those programs approved for ITA vouchers.
- 2) Career Center Case Manager provides the selected vendor with the customer's assessment information and coordinates the vendor approval of customer's participation. (Customer is encouraged to visit the vendor for site review and vendor assessment).
- 3) ITA Single Point of Contact (SPoC) e-mails to the selected vendor the COVID-19 DWG Individual Training Account Request Form after completing the top section of the form.
- 4) Selected Vendor completes vendor section of COVID-19 DWG ITA Request Form, documenting the program, agreed upon start and end date, the cost of the program. When completed, the vendor prints the document.
- 5) Vendor representative signs on form, indicating acceptance of customer into program, and returns it to the ITA SPoC. (May be returned to the SPoC by customer, mail, or fax).
- 6) ITA SPoC completes the Career Center section, identifying the customer as an eligible enrollee, along with the MOSES vendor ID number and course ID number, and signs off on the Request Form.
- 7) ITA SPoC gives the form and appropriate back up to the Career Center Manager for review and approval. (This process is internally decided upon by each Career Center.) Manager reviews document(s) and, upon approval, signs the ITA Request Form.
- 8) ITA SPoC forwards the ITA Request Form and the ITA Justification Form by email to the MHHWCW for processing.

A typical submittal to MHHWCW would include:

- COVID-19 DWG ITA Request form
 - COVID-19 DWG Eligibility Form
- 9) The MHHWCW staff reviews the information, reviews the MOSES database to confirm information (provider ID, course ID, etc.), checks for available slots, checks for funding availability, notes funding obligation in Hampden County system, and forwards a training

obligation letter to the training vendor with a copy to the SPoC.

- 10) The MHCWB staff calculates invoice dates and amounts based on training start and end dates and generates a contract. The contract is completed and activated by the authorized MHCWB signature at the bottom of the contract. One original contract is sent to the training vendor and one to the MHCWB Fiscal Department.
- 11) Training vendor must receive a training obligation letter with authorized signature prior to student start.
- 12) Student starts the program and meets the course retention requirements.
- 13) The vendor invoices the MHCWB according to the payment schedule provided on the contract.

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

Training Services Provided through ITAs

Training services to be provided by ITAs will include:

- a. Training courses on the Massachusetts Eligible Training Provider List

Service Content of ITAs

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

Accessing Other Funding Sources

Career Center staff should be trained to ensure that the federal education and training funding available to participants is the funding of last resort. It is a requirement that the customer applies for any possible financial aid prior to requesting funding through the COVID-19 DWG.

Statewide Approved Training Vendors

The MassHire Department of Career Services, in co-ordination with the Workforce Development Boards of Massachusetts, has developed a statewide list of approved training vendors for WIOA funding. Each year, vendors are required to complete a standardized application form and submit supporting materials. Local WDBs review the requests and designate vendors and programs for funding approval and the approvals are posted in the statewide MOSES database. For the statewide

COVID-19 DWG, ITA vouchers can be used to fund programs that are listed as “ITA Approved” in MOSES for any region.

Career Development Services

Case management services, as defined by WIOA regulations, mean the "provision of a client-centered approach in the delivery of services, designed to:

- 1) Prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to the necessary training and supportive services, using, where feasible, computer-based technologies; and
- 2) Provide job and career counseling during program participation and after job placement.”

Case management includes the in-depth provision of career counseling (i.e. skill reviews, vocational exploration, interest assessment, labor market review) in order to develop the case plan to help individuals reach employment goals.

For enrollees in the COVID-19 DWG, on-going counseling support will be provided to assist them to overcome barriers to successful program completion and to reach the goals set forth in their case plans. Case management also includes assisting customers with accessing job-placement assistance through their local Career Centers. Information will be provided regarding all re-employment services at the Centers, including transition workshops, résumé creation, professional skills, or other project offerings.

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

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

Job-Search Services

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

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

Résumé Development Topics:

- Résumé Development
- Résumé Critique
- Résumés that Sell

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

Basic Computer Skills
Internet Job Search
Interview Preparation
Job-Search Strategies
Job-Search Networking Group
LinkedIn

Industry Specific Topics:

Hidden Job Market
Introduction to Starting One's Own Business

A full array of Career Center services, such as the sharing of job leads, employer connections, all job postings, and the use of the resource room should be available to all the participants. COVID-19 DWG customers must not be charged for any workshop costs.

Job Development/Placement

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

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

The contracted Career Center will also be responsible for documenting retention in employment at 180 days after the enrollee's termination (exit) from the COVID-19 DWG. All retention and follow-up must be entered into the MOSES data system.

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

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

Exits

Following completion of activities funded through this contract, and 90 days of no services (excluding follow-up services), trainees will be exited from the COVID-19 DWG. This will begin the follow-up period described above.

Regardless of the type of activity for a trainee, the only positive outcome for a Dislocated Worker trainee is placement into a job. All entered employments must be documented on the MOSES system. When a trainee obtains a job placement, his/her COVID-19 DWG case should be closed. The MOSES automatic exit feature will exit the trainee from the system. In addition, the contracted Career Center should strive for a placement rate of 88% of all exiters from the COVID-19 DWG

REPORTING REQUIREMENTS

The contracted Career Center will be required to maintain an electronic record of participants, activities and results in the MOSES computer data system, following procedures established by MDCS and the management of the MOSES system. Information in the MOSES system will encompass eligibility determination, career development services delivery, enrollment, case management and tracking of all WIOA Title I Dislocated Workers who are participants in the COVID-19 DWG. Up-to-date information will provide enrollment and termination data for the MHCWB and the contracted Career Center itself. Information must be entered in a timely and efficient manner, and all hard copy records must also be kept in a timely, efficient and organized manner. The data collected by the contracted Career Center will be used to document performance results for the COVID-19 DWG, for the pertinent Career Center, and for all service providers utilized by enrollees.

MONITORING

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

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

For any site monitoring the MHCWB will provide a minimum of two (2) weeks' notice to the Career Center of the monitoring visit.

CONTRACT RESPONSIBILITIES

- 1) The Contractor will comply with any Primary Operator requests for statistical, financial, or programmatic reports. Payment and future funding will depend on the submission and approval of all reports.
- 2) All programs, services and activities conducted under this contract will be in compliance with the laws and regulations regarding:
 - a. M.G.L. c151B
 - d. Title VI (VII) of the Civil Rights Act of 1974, P.L. 88 - 352
 - e. Workforce Innovation and Opportunity Act of 2014
- 3) The Contractor agrees to abide by the policy requirements of this contract, and understands that if the MDCS implements new policies, they will be transitioned to all parties cited in this contract.

