



Daniel J. McKee  
Governor – State of Rhode Island

# Workforce Innovation and Opportunity Act

## State Nondiscrimination Plan



Rhode Island Department of Labor and Training  
Governor’s Workforce Board of Rhode Island  
Rhode Island Department of Education  
Rhode Island Department of Human Services



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## **ELEMENT I: ASSURANCES**

### **29 CFR Part 38.25-38.27**

#### **PURPOSE**

The purpose of this Non Discrimination Plan (NDP) is to provide a reasonable guarantee that the State of Rhode Island (State) will comply with all of the applicable equal opportunity and nondiscrimination provisions of Section 188 of the Workforce Innovation and Opportunity Act (WIOA); the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 (as amended); Title VI of the Civil Rights Act of 1964 (as amended); Title IX of the Education Amendments Act of 1972 (as amended); 29 CFR Part 38 and associated regulations implementing these laws.

This NDP applies to: (1) any recipient; (2) programs and activities that are part of the WIOA One-Stop delivery system and that are operated by One-Stop partners listed in this plan, to the extent that the programs and activities are being conducted as part of the One-Stop delivery system; and (3) the employment practices of a recipient and/or OSPs, as provided in 29 CFR Part 38.2.

This NDP will be renewed every two years and the State will advise the United States Department of Labor's Civil Rights Center (CRC) promptly of any updates to this plan, including, but not limited to any updates to the State-level Equal Opportunity (EO) Officer.

#### **NARRATIVE**

The State ensures that nondiscrimination and equal opportunity (EO) provisions of WIOA are incorporated into all grants, agreements, or other similar applications for federal financial assistance under WIOA. Each application for WIOA funds includes the specified assurance committing the potential sub-recipient to comply fully with the nondiscrimination and equal opportunity provisions of WIOA. The assurance is deemed incorporated, whether or not it is physically incorporated in the resulting contract or other arrangement.

All contracts and agreements entered into by the Department of Labor and Training (DLT), local workforce development boards and the state workforce development board [Governor's Workforce Board (GWB)] shall ensure that EO assurances are contained. The purpose of such assurances is to ensure that all entities receiving funding will comply with the equal opportunity and nondiscrimination provisions as prescribed in WIOA Section 188 and 29 CFR Part 38.

**Each grant applicant, each training provider seeking eligibility, includes in its application for financial assistance under Title IB of WIOA the required EO assurance. (29 CFR Part 38.25 (a) (1))**

The State requires and monitors each of the Local Workforce Development Boards (LWDBs) to include the required equal opportunity assurance in the submissions of their Local Workforce Development Plans.

State requirements focus on a workforce system that includes compliance with:

- Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, against beneficiaries on the basis of either citizenship, status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, national origin;
- Section 504 of the Rehabilitation Act of 1973 as amended which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975 as amended which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient also assures compliance with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant recipient's operation of the WIOA Title I financially assisted program or activity and to all agreements the grant recipient makes to carry out the WIOA Title I financially assisted program or activity.

**The required assurances are incorporated into each grant, cooperative agreement, contract, or other arrangement whereby Federal financial assistance under Title I of WIOA is made available. (29 CFR Part 38.20)**

The State provides funds to all approved grant applicants. Contracts provided for each recipient through the State Workforce Development Board include nondiscrimination assurances required by the Federal regulations as well as relevant state regulations, assuring each entity complies with this requirement. The required assurances are also incorporated into cooperative agreements, contracts, and MOUs. Additionally, compliance is ensured by continued monitoring where corrective action, if needed, is required.

**Each grant applicant, each training provider seeking eligibility, is able to provide programmatic and architectural accessibility for individuals with disabilities. (Subpart C of 29 CFR Part 32.28)**

Every training provider that applies to be listed on the Eligible Training Provider List (ETPL) must complete an electronic application form before receiving final approval to be added to the ETPL. The Training Provider Application electronic form indicates the training provider will comply with nondiscrimination and equal opportunity provisions of all federal and state applicable laws. As programs come up for continued eligibility, current training providers must sign this form.

The Request for Proposal (RFP) and contract language for WIOA Youth Service Providers Application indicates the provider will comply with nondiscrimination and equal opportunity provisions of all federal and state applicable laws.

The EO Officers will utilize a monitoring tool to guide them in monitoring the contracts established by the recipients for activities, trainings, and services.

Compliance results from reviews completed by the EO Officers will indicate whether the recipients, sub-recipients, service providers are meeting the programmatic and architectural accessibility guidelines. If accessibility guidelines are not met, the State requires that corrective action plans are developed, and follow-up monitoring conducted to ensure any noncompliance findings are corrected within the identified timeframes.

**Job training plans, contracts, assurances, other similar agreements entered into by recipients are both nondiscriminatory and contain the required language regarding nondiscrimination and equal opportunity. (29 CFR Part 38.25)**

The State ensures the EO Officers check job training plans, contracts, assurances, and other similar agreements entered into by the grantee and its recipients to ensure compliance with the requirement that these documents contain the required language regarding nondiscrimination and equal opportunity.

**State and local level policy issuances, or issuances from other recipients, are not discriminatory either in intent or effect. (29 CFR Part 38.54)**

The policies developed are checked by the State-level EO Officer to ensure they are not discriminatory either in intent or effect. In addition, the DLT has established an Office of Community Engagement (OCE), housed within the Executive Office. Reporting to the Director, this unit is charged with organizing, analyzing, and expanding upon the Department's efforts to bring a diversity, equity, and inclusion (DEI) lens to bear on its operations and its public-facing services. The OCE will convene stakeholder and community meetings, taking direct input to help understand historical and systemic barriers, and will partner with the Department's Data and Performance Unit to create the clearest understanding of populations served, and under-served, by the Department. The OCE will establish dashboards and performance metrics to

chart the success of implemented initiatives and will be responsible for holding the Department accountable to its goals. Included in the OCE's purview is examining state and local policies to identify any discriminatory policy barriers or consequences, intended or not, to ensure equitable access and delivery of services to all populations.

**Policies on WIOA Title I nondiscrimination and/or equal opportunity issues are developed and implemented in a timely manner.**

The State has made a concerted effort to ensure all needed nondiscrimination and/or equal opportunity policies are published as quickly as possible. The State reviews and rewrites all policies to ensure that our directives are in compliance with the federal regulations. EO Officers throughout the State have made a commitment to ensure that all recipients are in full compliance with all parts of WIOA Section 188 and the requirements of 29 CFR Part 38.

**Sample Assurance Language:**

***NONDISCRIMINATION AND EQUAL OPPORTUNITY COMPLIANCE CERTIFICATION***

*This certification is required by regulations implementing WIOA Section 188, "Nondiscrimination", as promulgated in 29 CFR Parts 31 and 32.*

*2.a. The Grantee attests that it:*

*(1) Shall not exclude any individual from participation in, deny the benefits of, subject to discrimination under, or deny employment in the administration of or in connection with any of its programs/services because of race, color, religion, sex, national origin, age, disability or political affiliation or belief.*

*(2) Shall not employ participants on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.*

*(3) Shall not discriminate, with respect to terms and conditions affecting or rights provided to participants in activities supported by funds provided under this Act, against such individuals solely because of their status as such participants.*

*(4) Shall ensure that participation in programs and activities financially assisted in whole or in part under this Act shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, other individuals authorized by the U.S. Attorney General to work in the United States.*

## **Element I: Documentation**

- 1. WIOA Assurance Language**
  - WIOA Customer Application (contains Assurance Language)
- 2. Sample Contract/Agreement(s)**
  - RJRI Agreement Template
  - RPRI Agreement Template
  - RSRI Agreement Template
- 3. LWDB Sample RFP**
  - LWDB Sample RFP - Youth
- 4. ETPL Assurance Language**
  - ETPL Assurance Language
- 5. DLT Language Access Policy**
  - Language Access Policy

## **ELEMENT II: DESIGNATION OF STATE AND LOCAL LEVEL EQUAL OPPORTUNITY OFFICERS**

### **29 CFR Part 38.28 through 38.33**

#### **PURPOSE**

The Governor of the State of Rhode Island, Daniel J. McKee, has designated Mr. Matthew D. Weldon, the Director of the Department of Labor and Training, as his designee to implement the equal opportunity and nondiscrimination provisions of the Workforce Innovation and Opportunity Act of 2014. In this capacity, Director Weldon has appointed Angelyne E. Cooper, Legal Counsel, as the State of Rhode Island's interim State-level Equal Opportunity (EO) Officer. The Department is in the process of hiring a full time State-level Equal Opportunity officer. Once that individual is hired, it will represent the first time that the Department has had an individual solely and exclusively dedicated to the Equal Opportunity officer role.

#### **DESIGNATIONS**

State-level EO Officer(s)

Each individual designated as a State-level EO Officer and each individual designated as a local level Equal Opportunity Officer, by name, position title, business address and telephone number. (29 CFR Part 32.28)

**Angelyne E. Cooper**  
Legal Counsel  
Department of Labor & Training  
1511 Pontiac Avenue  
Cranston, Rhode Island 02920  
[Angelyne.e.cooper@dlt.ri.gov](mailto:Angelyne.e.cooper@dlt.ri.gov)  
(401) 462-8881  
TTY via RI relay 711

Local Workforce Development Areas (LWDA) EO Officers

There are two (2) Local Workforce Investment areas in Rhode Island: Greater Rhode Island (GRI) and Providence Cranston (PC).

GRI has designated Talia DeVincenzis as its Local EO Officer:

**Talia DeVincenzis**  
Equal Opportunity Officer  
Greater Rhode Island Workforce Development Area  
1511 Pontiac Avenue, Building 72-2  
Cranston, RI 02920  
401-462-8209  
[Talia.DeVincenzis@dlt.ri.gov](mailto:Talia.DeVincenzis@dlt.ri.gov)

PC has designated Stephen Boyle as its Local EO Officer:

**Stephen C. Boyle**  
Executive Director  
Providence/Cranston Workforce Solutions  
One Reservoir Avenue  
Providence, RI 02907  
401-462-8902 Office  
[sboyle@Providenceri.org](mailto:sboyle@Providenceri.org)

**The level within the organization (described in such terms as the individual's authority and position relative to the top of the hierarchy) occupied by the EO Officer.**

Angelyne Cooper is the Department's Legal Counsel and serves as interim EO Officer. The Department is in the process of hiring a fulltime EO Officer. The EO Officer ensures compliance with federal and state civil rights laws and reports directly to the Executive Office and has access to the Director of the Department. The State-level EO Officer is responsible for ensuring the One-Stop Center programs that receive federal financial assistance are in compliance with the equal opportunity and nondiscrimination provisions in Section 188 of WIOA and 29 CFR Part 38. The State-level EO Officer has knowledge of WIOA, principles and practices of compliance monitoring, federal and state laws, as well as rules and regulations.

In addition, the State-level EO Officer's body of knowledge includes the workforce system policies, computerized products used in tracking, performance reports, the monitoring of systems and processes and compliance practices and techniques.

The State-level EO Officer attends all EO related trainings allowed by the State's administrative budget to maintain these competencies in order to oversee and assist in the development and implementation of the Nondiscrimination Plan under 29 CFR Part 38.54.

**The duties of the State-level EO Officer and the manner in which those duties are carried out - Describe both the State-level EO duties, responsibilities and activities associated with the implementation of 29 CFR Part 38, all other duties, responsibilities, and activities.**

The State-level EO Officer has the authority to conduct all activities relative to WIOA programs and Wagner-Peyser related complaints of discrimination. Activities include receiving complaints directly from complainants, referring complaints to the appropriate agency (i.e. Human Rights Commission), communicating either orally or in writing with complainants, investigating complaints, and issuing Notices of Final Action. The responsibilities of the State-level EO Officer include, but are not limited to:

- Serving as liaison between the Civil Rights Center (CRC) and the Rhode Island Department of Labor and Training;
- Acting as the liaison between the Department and the Local Workforce Development Areas (LWDA) in the area of equal opportunity and nondiscrimination;
- Making known equal opportunity policy as it is developed to the Workforce Development Services Division, the Director of the Department, Rhode Island's Workforce Innovation and Opportunity Act System including the Local Career Centers;
- Reporting directly to the Director on equal opportunity issues;
- Monitoring and investigating to ensure that recipients and sub-recipients of WIOA funds, and the activities of the entities receiving WIOA Title I funds, are meeting equal opportunity obligations and are in compliance with equal opportunity and nondiscrimination laws and regulations under WIOA and 29 Part 38;
- Reviewing the Department's written policies to ensure the policies are nondiscriminatory;
- Attending appropriate training to maintain competency in the role of the State-level EO Officer;
- Providing technical assistance on equal opportunity and nondiscrimination issues to all recipients of WIOA financial assistance, to DLT's Wagner-Peyser Unit, LWDA's and their staff, service providers, other One-Stop partners;
- Overseeing the development and implementation of Rhode Island's Non-Discrimination Plan.

The State-level EO Officer performs their duties in an independent manner.

**The manner in which the recipient makes the identity of the EO Officer(s) known to applicants, registrants, eligible applicants/registrants, participants, employees, applicants for employment, as well as interested members of the public.**

The State-level EO Officer's identity is made known at service provider sites, Rhode Island's three Local Career Centers, and the main DLT building through "Equal Opportunity is the Law" posters, in both English and Spanish. Posters are displayed in prominent locations such as: lobby areas, entrances, classrooms, and break rooms. The audiences reached through the prominent display of the "Equal Opportunity is the Law" poster include employees, employers seeking services, job seekers, participants, registrants, applicants, and the general public.

Additionally, individuals receive an "Equal Opportunity is the Law" notice when going through the registration process that also includes the State-level EO Officer's name and contact information. A copy is kept in the customers file, as required by the regulations. The State-

level EO Officer's name and contact information is also available directly on the Department's website under the "DLT is an equal opportunity employer/program" tab.

**The level of staff and other resources available to State and local level EO Officer(s) to ensure that WIOA Title I financially assisted programs and activities operate in a nondiscriminatory way.**

Angelyne E. Cooper, Legal Counsel for the Department of Labor and Training, serves as the State of Rhode Island's interim State-level Equal Opportunity (EO) Officer. The Department is in the process of hiring a new permanent State-level EO Officer dedicated exclusively to performing the role and functions required to administer and manage the department's mandated Equal Employment Opportunity (EEO) & Limited English Proficient (LEP) responsibilities. The department's Legal staff and the Marketing and Communications team will perform contributory functions to assist in such matters as information and outreach, review of policies and procedures, and consult on laws and regulations, among other duties.

**The State's plan for ensuring that State and local level EO Officers and their staff are sufficiently trained to maintain competency**

The Department realizes it is imperative that the State and Local EO officers maintain a high degree of proficiency in order to advise, consult and educate others on equal opportunity and nondiscrimination issues. Therefore, the Department will provide the EO officers with opportunity for training to ensure that they maintain subject expertise and competency in equal opportunity matters.

The Department anticipates that the State-level Equal Opportunity Officer will attend National Association of State Workforce Agencies (NASWA) and CRC Annual Equal Opportunity Conferences. In addition, Department Director Matthew Weldon serves as a member of the NASWA Equal Opportunity Committee which affords him the advantage of networking with WIOA Equal Opportunity Officers throughout the country sharing and gaining best practices and discussing challenges and opportunities. These meetings, coupled with the relationships formed during these meetings, affords him a higher level of understanding and competency in implementing the equal opportunity and nondiscrimination provisions of the Workforce Innovation and Opportunity Act of 2014.

To ensure that the Local EO officers are sufficiently trained, the State-level EO officer will administer training to WIOA Center staff, the EO Advisory Committee, WIOA Local EO Officers, service providers and partners. These meetings focus on the NDP and the EO Officers' responsibility in ensuring that the policies and procedures described in the NDP are followed. This includes a review of the complaint policy and Equal Opportunity and Nondiscrimination regulations of 29 CFR Part 38. Additional meetings are to be held as necessary to share relevant information. Onsite technical assistance for WIOA service providers and partners takes place as necessary. Training on the NDP, Limited English Proficient (LEP) Policy and Faith Based Initiatives is ongoing.

**The identity, by name, title, and organization, of the individual to whom each State and local level EO Officer reports on equal opportunity matters.**

The State-level EO Officer is presently Angelyne E. Cooper, Legal Counsel for the Department of Labor & Training. Angelyne Cooper reports directly to the Department Executive Office and has access to the Director of the Department, who is also the state WIOA liaison. LWDA EO Officers report to their LWDA Directors on all equal opportunity matters as well as to the State-level EO Officer. The Department is in the process of hiring a full-time Equal Opportunity officer. Once that individual is hired, it will represent the first time that the Department has had an individual solely and exclusively dedicated to the Equal Opportunity Officer role.

**A description of the professional and support staffing levels and resources provided to each State and local level EO Officer to assist him or her in ensuring compliance with WIOA Section 188 and 29 CFR Part 38.**

The State-level EO Officer's position is funded through DLT's administrative funds. There is no specific budget for EO expenditures including the ordering of posters, traveling costs for training, and the National EO conference. This also includes costs associated with the NASWA EO Committee, Train-the-trainer workshops, or any other conferences/workshops necessary to keep informed of equal opportunity/nondiscrimination updates/changes. All costs associated with the above is provided via the Department's Administrative pool, which is allocated across multiple funding streams as appropriate.

**The type and level of training each State and local level EO Officer has received and will receive to ensure that he or she is capable of fulfilling his or her responsibilities as an EO Officer.**

Angelyne Cooper currently serves in an interim role until a fulltime EO Officer is in position. Angelyne Cooper has prior experience in the role (having served as EO officer for three (3) years from 2015-2018). During that time, she attended various NASWA conferences and webinars.

Upon hire, the State-level EO Officer will attend training and seminars conducted by the Equal Employment & Opportunity Commission (EEOC), Equal Opportunity Conferences hosted by the National Association of State Workforce Agencies (NASWA), their EO Committee, the U.S. Department of Labor, webinars provided by the Civil Rights Center, National Skills Coalition, Workforce GPS and other organizations as well as Rhode Island-related training.

The State-level EO Officer will provide annual trainings to LWDA EO Officers and (if necessary) OSPs to ensure that LWDA, OSPs and other recipients understand and implement the requirements of the equal opportunity provisions of the WIOA, Section 188 and 29 CFR Part 38. The State-level EO Officer provides links to LWDA EO Officers on relevant webinars related to equal opportunity and nondiscrimination issues, policies, and training opportunities.

**The means by which the State makes public the names, position titles and telephone numbers (including TDD/TTY numbers) of State-level EO Officer and each local level EO Officer. (29 CFR Part 38.29)**

The primary dissemination of the State-level EO Officer's name and contact information is on the "Equal Opportunity Is the Law" notice/poster. The notice contains information including the State-level EO Officer by name, title, business address, e-mail address, telephone number including the TDD/TTY number.

## **Element II: Documentation**

### **6. Governor's Designee Letter**

- Governors Designee Letter

### **7. Director Weldon Designee Letter – State-level EO Officer**

- EEO Appointment Letter

### **8. Equal Opportunity Officer Classification**

- Equal Opportunity Officer Classification

## **ELEMENT III: NOTICE AND COMMUNICATION**

### **29 CFR Part 38.34 through 38.39**

#### **PURPOSE**

In Section III, the State addresses how it, its WIOA One-Stop partners, their recipients comply with the requirements of 29 CFR Part 38.29 through 38.36. The State ensures the establishment of a notice and communication system that is accessible to all registrants for WIOA funded services, applicants for employment, employees and interested members of the public, making them aware of the WIOA One-Stop's requirements to operate its programs and activities in a nondiscriminatory manner and the extent of the rights of members of these groups to file complaints of discrimination.

#### **NARRATIVE**

##### **The methods and frequency of dissemination of the notice/poster, including initial dissemination. (29 CFR Part 38.34)**

The State-level EO Officer ensures that the notices/posters provided in English and Spanish are prominently displayed in all facilities where WIOA activities are conducted, including all Local Career Centers, at the Unemployment Insurance/Temporary Disability Insurance (UI/TDI) Board of Review and in the main DLT Office. Customers entering any DLT building may view the "EO is the Law" poster, which is posted in the waiting areas of the Local Career Centers and throughout the Department.

The State-level EO Officer also ensures that registrants, applicants, participants, applicants for employment and employees are notified both electronically and through hard copy of their rights regarding equal opportunity and nondiscrimination and where to file a complaint. A copy of the EO notice is retained in the customer's file, and a copy is given to the customer. The Notice is posted on the DLT website, in all Local Career Centers and the one DLT Job Service Office. It is important to note that customers with Limited English Proficiency (LEP) receive information from DLT in their language in accordance with the Department's LEP Plan. Most documents are available and provided in Spanish without the need to have them translated or have an interpreter or a telephonic service assist the customer. Both the English and Spanish versions of the EO Notice are available on DLT's home page. For customers who are LEP and a language other than Spanish is their preferred language, the Department will provide an interpreter or telephonic interpretation, at no expense, to assist the customer.

**The means by which the notice is made available to individuals with disabilities. (29 CFR Part 38.36)**

In the instructions for posting the "Equal Opportunity Is the Law" notice/poster, the LWDA's and OSPs are instructed to read the notice/poster to anyone who requests assistance. Auxiliary aids are provided for any individual who requests assistance. Auxiliary aids or services may include qualified interpreters, note takers, transcription services, written materials, telephone handset amplifiers, telecommunications devices for deaf persons (TDDs/TTYs), videotext displays, or other effective means of making aurally delivered materials available to individuals with hearing impairments.

**The means by which the State ensures that recipients post the notice/poster. (29 CFR Part 38.37)**

The State has notified each of the WIOA One-Stop system partners in writing as required by the law under WIOA Section 188 to clearly display the "Equal Opportunity Is the Law" notice/poster in all facilities throughout the State where OSPs, UI, WIOA Title I funded activities are conducted, including Local Career Centers.

The State-level EO Officer completes on-site monitoring of a sample of at least one Center in each Local Workforce Development Area on an annual basis to ensure that the recipients have the required posters in place. Local Workforce Development Boards complete a self-evaluation of compliance with the Nondiscrimination Plan yearly. The review includes review of the required postings.

**The means by which a copy of the notice is placed in the participant's file (29 CFR Part 38.37), or where the files are maintained electronically, how the requirement of 38.31(a) is and will continue to be met.**

The State requires a permanent paper file or electronic record be maintained on all participants. All LWDA's in the State are required, at the time of orientation whether in a group setting or one on one, to include the document detailing the equal opportunity law and all other WIOA documentation in the participant's permanent paper or electronic file.

**State ensures that recruitment brochures and other materials routinely made available to the public include the statements "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities." (29 CFR Part 38.34(a))**

All brochures, pamphlets, materials published by DLT include the statement: "The Department of Labor and Training is an Equal Opportunity Employer/ Program. Auxiliary aids and services are available upon request to individuals with disabilities TTY via RI Relay 711." This statement is also included on the Department's homepage.

**Where a telephone number is included on recruitment brochures and other materials, the means by which the State ensures that the materials indicate a TDD/TTY number or provide for an equally effective means of communication with individuals with hearing impairments. (29 CFR Part 38.15)**

During compliance reviews, the State checks each of the LWDA/OSP sites for recruitment brochures and other materials ensuring that such materials provide for an equally effective means of communication with individuals with hearing and visual impairments. The State requires that all recipients provide any materials that are intended for public notification to be reviewed by either the State or LWDA EO Officers prior to the release of the material.

This ensures compliance with 29 CFR Part 38.15 is met. The State also requires that LWDA's utilize an effective telecommunications system.

**The steps taken to ensure that communications with individuals with disabilities are as effective as communications with others. (29 CFR Part 38.38)**

The Department's Workforce system has taken a proactive role in assuring physical, programmatic, and communicative accessibility for individuals with disabilities in as integrated a setting as possible. All Assistive Technology (AT) is available in the Local Career Center Resource Rooms and/or stored at the front desk. The following is a list of the various AT equipment and other assistive tools available at the Local Career Centers:

- ZoomText Magnifier/Reader is a fully integrated magnification and reading program tailored for low-vision users;
- Jaws screen reader provides speech and Braille output for the most popular computer applications;
- Magnifying screens (enlarges documents for low vision users);
- TTY text telephone assists people who are Deaf, Hard of Hearing, or Speech Impaired use the telephone to communicate, by allowing them to type messages back and forth to one another instead of talking and listening;
- Cap tel phones (Captioned Telephone) is ideal for people with some degree of hearing loss, works like any other telephone with one important addition: It displays every word the caller says throughout the conversations. Cap Tel phone users can listen to the caller, can also read the written captions in the Cap Tel's bright display window;
- Public use computers with virtual interviewing capability as well as touch screen accessibility functions;
- Nook meeting spaces for the public to meet with staff, as well as a solo nook for those with enhanced privacy needs. Nook pods were created to address the needs of neuro-divergent middle school youth with the intent of increasing accessibility and participation through design;
- Notices are posted stating adaptive equipment is available;
- Employment counselors and Veteran representatives provide case management or referrals for individuals with disabilities;

- Access to ASL Interpreters for people with hearing impairments is contracted with The Commission on The Deaf and Hard of Hearing;
- Staff is trained and available to assist with AT equipment;
- Computer access for all individuals with disabilities;
- Adjustable workstations that accommodate wheelchair users;
- Larger monitors for people with low vision;
- Utilization of Vocational Rehabilitation services through the partner being collocated in the Local Career Centers.

**The means by which program-related information is published or broadcast in the news media (e.g., youth summer employment/training programs; job fairs) and the means by which the State ensures that publications/broadcasts state that the program is an equal opportunity employer/program and that auxiliary aids and services are available upon request to individuals with disabilities. (29 CFR Part 38.38)**

As required by law under WIOA, the State requires that all recipients of WIOA Title I financially assisted programs advertise in their broadcasts or media publications that they are an equal opportunity employer/program with auxiliary aids and services available upon request for individuals with disabilities.

All brochures, pamphlets, materials published by DLT include the statement: "The Department of Labor and Training is an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities TTY via RI Relay 711." This statement is also included on the Department's homepage.

**The manner in which and the extent to which information in languages other than English is provided, the manner in which the State ensures that persons of Limited English Speaking ability have access to its programs and activities on a basis equal to that of those who are proficient in English. (29 CFR Part 38.40)**

The United States Department of Labor (USDOL) guidance regarding Title VI requirements and the prohibition against national origin discrimination requires recipients of federal financial assistance to ensure meaningful access to their programs and activities for LEP persons. Eligible LEP individuals must be able to access the full spectrum of services provided by the recipients. The purpose, as stated in the revised guidance, is "to assist recipients in fulfilling their responsibilities to provide meaningful access to LEP persons under existing law." The USDOL advises that recipients are required by Title VI to take reasonable steps to provide meaningful access to federally assisted programs and activities by LEP persons through language assistance that is reasonable, timely, effective.

In the Fall of 2013, DLT entered into a two (2) year Conciliation Agreement with USDOL CRC regarding violations concerning meaningful access to LEP UI customers.

Rhode Island continues to maintain compliance with the Conciliation Agreement, including:

- 1.) Creating a LEP Workgroup consisting of DLT employees as well as community members. Our community members include RI Legal Services, the RI Center for Justice, Progreso Latino, Fuerza Laboral, and Dorcas International. All of these organizations interact on a daily basis with the state's LEP population and so their cooperation and participation with the Workgroup is incredibly valuable;
- 2.) Providing state merit staff interpreters and bilingual state program staff (in Spanish) to provide services directly to inform and serve LEP customers and to make them aware that an interpreter will be provided free of charge for them;
- 3.) Creating LEP directives and a Department-wide LEP plan;
- 4.) Having vital documents related to DLT programs and services, including the Unemployment Insurance program, translated and;
- 5.) Having signs and posters in English and Spanish and posted in areas where members of the public can view them.

In addition to the above, DLT also contracted with a 24/7/365 days per year language line vendor to provide on-demand language access services for the Department. Every division within the Department has its own four (4) digit access code so that the vendor can notify the Department of division usage.

The Board of Review utilizes this on-demand language access service anytime a LEP customer calls with a question or to participate in a Referee or Board hearing. LEP customers are not required to request these services in advance of their hearing. We are able to obtain interpreting services, for any language, on the date of the hearing.

The Department also monitors to ensure that its respective divisions are using Babel notices when appropriate. The boilerplate language in the notice varies somewhat across divisions. A babel notice is sent with all mail from the Board of Review. The Board of Review Babel notice states the following:

## **DLT BOARD OF REVIEW**

Important! This document contains **important information** about your rights and responsibilities and/or benefits. It is critical that you understand the information in this document, and we will provide the information in your preferred language at no cost to you. Call (401) 462-9400 for assistance in the translation and understanding of the information in this document.

### **Spanish**

¡Importante! Este documento contiene **información importante** sobre sus derechos, responsabilidades y/o beneficios. Es importante que usted entienda la información en este documento. Nosotros le podemos ofrecer la información y le proporcionaremos la información en el idioma de su preferencia sin costo alguno para usted. Llame al (401) 462-9400 para pedir asistencia en traducir y entender la información en este documento.

The wording in the Babel notice is also in nine other languages including: Chinese, Vietnamese, Tagalog, Arabic, French, Haitian Creole, Portuguese, Russian, and Korean.

Effective November 2021, the Board has updated all decisions and notices. Board of Review Notice of Hearing instructions are sent to all customers in Spanish and Portuguese. Canned Referee and Board decisions and notices are now sent in English and Spanish. Appeal Rights have been updated on all decisions and indicate the following in English and Spanish:

### **APPEAL RIGHTS**

This decision will become final unless, within fifteen (15) calendar days of the mailing date on this decision, you file an appeal in writing to the Board of Review for the Department of Labor and Training. The appeal can be filed by mail, fax, or email to the Board at 41 West Road, Hazard Bldg. 74, 1<sup>st</sup> Floor, Cranston, RI 02920. Fax number: (401) 462-9401. Email: [dlt.borinfo@dlt.ri.gov](mailto:dlt.borinfo@dlt.ri.gov). Website: [www.dlt.ri.gov/bor](http://www.dlt.ri.gov/bor).

You must continue to use the TeleCert payment system on a weekly basis while pending your appeal hearing including further court proceedings if you are still totally or partially unemployed.

- Equal Opportunity Employer/Program
- Auxiliary aids and services are available upon request to individuals with disabilities.
- Hearing Impaired Voice Relay 711

## **DERECHOS DE APELAR**

Esta decisión será definitiva a menos que, dentro de los quince (15) días del calendario siguientes a la fecha de envío de esta decisión, presente una apelación por escrito ante la Junta de Revisión del Departamento de Trabajo y Capacitación. La apelación se puede presentar por correo, fax o correo electrónico a la Junta en 41 West Road, Hazard Bldg. 74, 1st Floor, Cranston, RI 02920. Número de fax: (401) 462-9401.

Usted debe continuar utilizando sistema de pago TeleCert semanal mientras espera su audiencia de su súplica incluyendo futuro procedimiento de corte, si usted todavía está totalmente o parcialmente sin trabajo.

- Programa / empleador que ofrece igualdad de oportunidades
- Las ayudas y servicios auxiliares están disponibles a pedido para personas con discapacidades.
- Relé de voz para personas con problemas de audición 711

**IMPORTANT:** You may have these documents translated or interpreted at no cost to you by contacting the Board of Review at (401) 462-9400, or by email at [dlt.borinfo@dlt.ri.gov](mailto:dlt.borinfo@dlt.ri.gov), and a representative will assist you.

**IMPORTANTE:** Puede hacer que estos documentos se traduzcan o interpreten sin costo alguno para usted comunicándose con la Junta de Revisión al (401) 462-9400, o por correo electrónico a [dlt.borinfo@dlt.ri.gov](mailto:dlt.borinfo@dlt.ri.gov), y un representante lo ayudará.

Lastly, all Department areas that interact with the public have "I Speak" posters at their desks and service areas. The posters have information in over 150 languages. If a customer walks in and needs language access services, they can find their language on the poster and then an Interpreter in that language will be provided for further service.

**The manner in which and the extent to which orientations for registrants, applicants, eligible applicants/registrants, employees, applicants for employment, members of the public include a discussion of the rights of such persons under WIOA Section 188 and 29 CFR Part 38. (29 CFR Part 38.36)**

During orientation workshops for new participants, employees, or the general public regarding a Department (or other recipient) WIOA Title I financially assisted program or activity, discussions include individuals' rights under the nondiscrimination and equal opportunity provisions of WIOA Section 188 and 29 CFR Part 38. Each individual receives a signed copy of the "Equal Opportunity is the Law" Notice, and a copy is placed in the individuals' folder and/or electronic file. For virtual meetings, either the individual or Department staff can upload the Notice into the individual's EmployRI account through the "Document Manager" function.

**The process the State uses to develop and communicate policy and conduct training regarding nondiscrimination and equal opportunity. (29 CFR Part 38.25(c) and 38.54)**

Rhode Island uses the Department of Labor and Training's website ([www.dlt.ri.gov](http://www.dlt.ri.gov)) as well as the [State Workforce Development Board website \(www.gwb.ri.gov\)](http://www.gwb.ri.gov) to share and communicate policies related to nondiscrimination and equal opportunity. Policy development is standardized across the WIOA system and Title I programs, often incorporating local input.

### **Element III: Documentation Section**

#### **9. “EO is the Law” Poster**

- EO Form - English

#### **10. “EO is the Law” Poster (Spanish)**

- EO Form - Spanish

#### **11. DLT Equal Opportunity Web Statement**

- DLT Web Equal Opportunity Statement

#### **12. LEP Workgroup**

- LEP Workgroup Members 2022

#### **13. DLT LEP Plan**

- LEP Plan – DLT
- LEP Plan – UI May 2022

#### **14. Third Party Interpretation Contract**

- Language Link – How to
- Language Link – Tips and Advice

#### **15. Babel Notice**

- Babel Notice

#### **16. “I Speak” Poster**

- ‘I Speak’ Poster

## ELEMENT IV: DATA/INFORMATION COLLECTION AND MAINTENANCE

### 29 CFR Part 38.41 through 38.45

#### PURPOSE

Address how the state and recipients are complying and will continue to comply with the requirements of 29 CFR Part 38 related to data and information collection and maintenance. The State ensures that data and information collection and maintenance systems, for all of its recipients and federal financially assisted programs are established and maintained. The systems and formats in which the records and data are kept are designed to allow the Governor and the United States Department of Labor's (DOL) Civil Rights Center to conduct statistical or other quantifiable data analyses to verify the recipient's compliance with Section 188 of WIOA.

#### NARRATIVE

**All recipients collect and maintain records on applicants, registrants, eligible applicants/registrants, participants, terminees, employees, applicants for employment. (29 CFR Part 38.41)**

The Department of Labor and Training, through each operational unit of agency, including, but not limited to the Unemployment Insurance unit and Local Career Centers, collect information during the application and eligibility processes and update as needed throughout the individual's participation in federal programs and activities. One-Stop partners are responsible for maintaining records on applicants for employment as well as entering and maintaining data in the database system. The WIOA State-level EO Officer checks the data via a desk review of the records for a recipient prior to an on-site visit to compare the paper files against the database records for data validity. Records are maintained on each claimant in the Department's Virtual One-Stop System (VOS). The collected data is available in a data warehouse where data can be queried at any time.

**Recipients record the race/ethnicity, sex, age, disability status of each applicant, registrant, eligible applicant/registrant, participant, employee, applicant for employment. (29 CFR Part 38.41)**

The Department collects and maintains information on applicants, registrants, eligible applicants/registrants, participants, terminees and applicants for employment. This information is collected through the Department's Virtual One-Stop System (VOS) and includes the race/ethnicity, sex, age, disability status of each applicant, registrant, eligible applicant/registrant, participant, terminee, applicant for employment. This information is collected during the intake process and updated as needed throughout the individual's participation in the WIOA system. All of these records are handled confidentially in accordance with the regulations.

**Recipients treat records, particularly those containing medical information, in a manner that ensures their confidentiality. (29 CFR Part 32.15; and 29 CFR Part 38.41)**

Every effort is taken to ensure the confidentiality of any and all individuals who provide any information relating to an investigation or compliance review. The State-level EO officer maintains this information in their office in a filing cabinet not readily accessible to others. Moreover, if an individual's identity must be made known, steps will be taken to ensure the individual is not retaliated against. These steps include meetings with management and supervisors to advise them of the legal ramifications of retaliation, as well as periodic visits to the individual's work area.

Further, information collected by program staff is securely stored in separate files, accessible only to those staff necessary to work on claims or files directly related to that customer.

**Recipients maintain a log of complaints filed that allege discrimination on one or more of the bases prohibited by WIOA Section 188. (29 CFR Part 38.54)**

The State-level EO Officer maintains a log of all complaints filed that allege discrimination on one or more of the bases prohibited by WIOA Section 188. The EO Log includes: the name and address of the complainant, the basis of the complaint, a description of the complaint, the date the complaint was filed, the disposition, and the date of disposition of the complaint.

**Recipients maintain such records for a period of three years. (29 CFR Part 38.43(a))**

Pursuant to 29 CFR Part 38.43, participant files are kept for a minimum of three (3) years from the close of the applicable program year, or if part of an investigation of a complaint of alleged discrimination, a minimum of three years from the completion of that investigation.

Employment related data for applicants and terminations, as well as data for employment actions such as promotions and transfers, are also maintained for a minimum of (3) three years. Applicants for employment voluntarily self-disclose their sex, ethnic and racial categories, age, if applicable, disability status. The Department maintains data on LEP status and language preference as required.

**Grant applicants and recipients notify the CRC Director of administrative enforcement actions and lawsuits brought against them that allege discrimination on one or more of the basis prohibited by WIOA Section 188. (29 CFR Part 38.42)**

The Department is required by 29 CFR Part 38.42 to promptly notify the CRC Director of administrative enforcement actions and lawsuits brought against the Department that allege discrimination on one or more of the bases prohibited by WIOA Section 188. Any sub-grants issued by the Department will require that sub-grantees notify both the CRC Director and the Department should administrative enforcement actions or lawsuits alleging discrimination as prohibited by Section 188 of WIOA be brought against them.

The Department annually conducts statistical analysis on program participation rates by race/ethnicity, sex, limited English proficiency, preferred language, age, and disability status. Participant data from various pre-determined points in the service delivery process is utilized to determine participation rates and is analyzed for significant differences. The analysis includes use of Rhode Island's Labor Market Information data, WIOA demographics, and U.S. Census Bureau data. Participation rates are analyzed using both the Two Standard Deviation Test and the 80% Rule. The analysis is utilized to determine potential areas of adverse impact which are then reported to the State-level EO Officer for additional review and action as required.

## **Element IV: Documentation**

### **17. Virtual One-Stop (VOS) Password Protected**

- VOS Data Security

### **18. Preferred Language Data Collection**

- EmployRI Language Preference

## **ELEMENT V: AFFIRMATIVE OUTREACH**

### **29 CFR Part 38.40**

#### **PURPOSE**

It is the intent of Section 5 to address how the State of Rhode Island and its recipients are complying with the requirements of 29 CFR Part 38.40 relating to the provision of affirmative outreach to programs and activities.

#### **NARRATIVE**

The State has communicated the obligation of recipients (e.g., Local Workforce Development Areas (LWDAs), One-Stop Partners (OSPs), Unemployment Insurance (UI), Wagner-Peyser (WP) and all service providers) to conduct outreach efforts in order to broaden the composition of the pool of those considered for participation or employment in their programs and activities.

In addition, a major role of the Department's new Office of Community Engagement is proactive outreach to the public, and particularly to underserved communities, regarding all services that the RI Department of Labor and Training offers, inclusive of WIOA services. The Office of Community Engagement works with community-based organizations on the most effective outreach to the public in terms of content, method, and access to ensure broad and inclusive access.

The State will ensure that recruitment of potential participants is conducted in a nondiscriminatory manner. The State uses a monitoring tool to ensure that all EO Officers are kept cognizant of their Affirmative Outreach obligations by inquiring into their process of broadening the participation in their programs. Recipients have made and will continue to make efforts to broaden the composition of those considered for participation or employment in their programs and activities, as described above.

The Department's Local Career Centers serve a diverse range of customers including individuals with a variety of educational and work backgrounds, people from diverse racial, linguistic, ethnic cultures, as well as individuals with a wide range of disabilities and support needs. An effective way of serving our customers is reinforcing the concept of an inclusive setting that welcomes and celebrates diversity.

DLT strives to bring all persons in RI who desire to work, including members of both sexes, of various racial and ethnic groups, various national origins, of various age groups, individuals with disabilities, veterans, the economically disadvantaged and public assistance recipients, into the workforce.

The Department's website ([www.dlt.ri.gov](http://www.dlt.ri.gov)), is one way the Department reaches out to all individuals interested in employment and training services in RI. Individuals can request referrals to listed job openings, obtain Labor Market Information (LMI), find out about our job training services. All services within the Local Career Centers (WIOA) are also readily available on the Department's website. WIOA services are a click away once customers access the website.

The Workforce Development Services Division is the single point of contact in Rhode Island for employment, workforce information and education and training services. Workforce Development Services oversees all programs that guide jobseekers to suitable employment and facilitates the connection between employers and qualified workers.

There is extensive collaboration with other state agencies (partners) such as Vocational Rehabilitation, the Department of Human Services, the Office of Child Support, the Department of Education, the Governor's Commission on Disabilities, local Veterans organizations, and Community Based Organizations in bringing all individuals into our offices for services.

For job seekers, the Department offers an online job board and job seeker tool kit (EmployRI), daily online posting of jobs in the region, an updated listing of approved training programs (WIOA/Training) and calendars of job seeker workshops and recruitments (BacktoWorkRI).

The Department's Business Services and Business Workforce Center can connect employers to recruitment, retention, training, and tax credit options. They can also help with employee transitions during a mass layoff situation. In addition, the website provides state, federal, and private resources coupled with links for women, minorities, veterans, the disabled.

Rhode Island's Local Career Centers are located statewide and all are accessible to individuals with disabilities. One of the most effective means of providing integrated program services is through the development of a welcoming, inclusive environment. In 1999 when Rhode Island's first Local Career Center opened, in order to comply with ADA regulations, this office building became the prototype for accessibility for individuals with disabilities.

Some highlights of architectural access in the Department and Local Career Centers include:

- Power assisted door systems. The building entrances are outfitted with electronic systems that provide easy access to services;
- Elevators located in all multi-level buildings with signage in Braille;
- Restrooms accessibility. Restrooms can accommodate wheelchairs and have signage in Braille. Signage is posted on the walls beside the entrance doors;
- Lever hardware on doors. These are in place of regular doorknobs, as they are better operated by entrants into the offices who have arthritis;
- Designated handicap parking spaces available at the front entrances at all locations;

- Buildings have either front or back entry ramps;
- Increased space in staff cubicles including 2 cubicles with wheelchair accessibility for physically divergent staff;
- A re-arrangement of the interior space so the public can access services without having to go into staff cubes ensuring increased privacy and accessibility;
- Nook meeting spaces for the public to meet with staff, as well as a solo nook for those with enhanced privacy needs. Nook pods were created to address the needs of neuro-divergent middle school youth with the intent of increasing accessibility and participation through design.
- Aisles and door jams are wheelchair accessible and;
- DLT website pages are accessible to people with disabilities.

For local workforce development areas and One-Stop Partners, technology is a key component in ensuring affirmative outreach by employing a number of strategies to include the following:

- Increased referral services;
- Provision of equal opportunities for workforce training services for both urban and non-urban areas, as well as for persons with disabilities or other barriers to communication;
- Access to services for persons of all levels of computer literacy;
- Virtual appointments with DLT staff at BacktoworkRI.com with options to select 12 different languages for the appointment as well as Google translate for the website itself;
- Public use computers with virtual interviewing capability as well as touch screen accessibility functions and software with English, Spanish, and French language accessibility; and
- Assistance in using the self-service component of the Local Career Center.

The system is designed to address the diverse needs of all customers, job seekers, employers. For example, the Local Career Centers:

- Provide marketing materials that mention people with disabilities as one of the groups that Local Career Centers serve;
- Indicate that it is an equal opportunity employer/program and that auxiliary aids and services are available upon request to individuals with disabilities in recruitment brochures and other materials. These materials also indicate the telephone number of the centers TDD/TTY or relay service and;
- Provide a list of the auxiliary aids and services for communication, assistive technology, material in accessible formats as part of outreach materials.

In addition, Local Career Centers do outreach to people with disabilities through activities such as:

- Advertising in various forms of media;
- Sending notices about activities to community groups, organizations, associations that people with disabilities participate in;
- Consulting with community groups, organizations, associations about ways in which the Department can improve its outreach and services to people with disabilities;

- Off-site presentations to the general public by various Department staff are held in locations that are fully accessible for people with disabilities and;
- Presentations to the general public include a discussion of customers' rights concerning nondiscrimination and equal opportunity.

**The State monitors and evaluates the success of recipient efforts to broaden the composition of those considered for participation and employment in their programs and activities, as described above.**

The State takes reasonable steps to ensure that policies and procedures do not deny equal access to individuals with disabilities and individuals with Limited English Proficiency (LEP). The State implements, evaluates and documents programs, activities, services to customers with LEP.

- The EO Officers are responsible for monitoring recipient programs and ensuring compliance with the affirmative outreach element of nondiscrimination and equal opportunity provisions of Section 188 of WIOA. The State continually stresses to recipients the importance of their obligation to expand the diversity of the participant pool and staffing selections.
- The State annually monitors the recipients to measure the effectiveness of their efforts to serve and employ a diverse population, including members of genders, various racial, ethnic and age groups, individuals with disabilities.
- In the selection of center locations, consideration is given to accessibility to members of the general population for all programs, services, benefits.

## **Element V: Documentation**

### **19. Affirmative Outreach Memo**

- Affirmative Outreach Memo

## **ELEMENT VI: GOVERNOR'S OVERSIGHT RESPONSIBILITIES REGARDING RECIPIENTS' RECORDKEEPING**

### **29 CFR Part 38.53**

The State ensures that recipients collect and maintain records in a manner consistent with the requirements prescribed in 29 CFR Part 38.41 and any related rules or regulations. Records are collected and maintained in accordance with the procedures contained in 29 CFR Part 38.41(a).

## ELEMENT VII: COMPLAINT PROCESSING PROCEDURES

### 29 CFR Part 38.72 and 38.73

#### PURPOSE

Demonstrate that the State and its recipients are complying with the requirements of 29 CFR Part 38.72 and 38.73 regarding complaint processing procedures. The State has revised and published procedures for processing complaints alleging discrimination by any program or activities funded under the WIOA Title I. These procedures provide the complainant with the option to file with the LWDA, the State-level EO Officer, or directly with the CRC Director, U.S. Department of Labor (DOL). LWDA and One-Stop Partner programs are required to include complaint and grievance procedures as part of their Local Plans and those procedures must comply with the requirements of 29 CFR Part 38.72 and 38.733.

#### NARRATIVE

**Recipients that are required to do so have developed and published complaint procedures.**

All recipients must provide notice of the ability to, and the process by which, a complaint may be filed. Complaints may be filed at the federal level, the state level or at the local level. The local EO Officers document each complaint filed on an Equal Opportunity Discrimination Complaint Log which is forwarded to the State-level EO Officer for review. The Discrimination Complaint Log contains the name and address of the complainant, the basis of the complaint, a description of the complaint, the date the complaint was filed, the disposition, the date of the disposition, any other pertinent information relating to the complaint. LWDA EO Officers and One-Stop partners inform the State-level EO Officer about complaint investigations and submit the Discrimination Complaint Logs on a quarterly basis. Upon request from the CRC, the State-level EO Officer will provide the Discrimination Complaint Log.

**Provide for the issuance of a written Notice of Final Action within 90 days of the date on which the complaint is filed. (29 CFR Part 38.76)**

A notice of final action will be issued to the complainant no longer than 90 days from the date of the complaint.

**Initial, written notice to the complainant that contains an acknowledgment that the recipient has received the complaint, a notice that the complainant has the right to be represented in the complaint process. (29 CFR Part 38.72(b)(1))**

The State-level EO Officer will provide a written acknowledgment of receipt of the complaint to the complainant with notice that the complainant has the right to be represented in the complaint process, in accordance with 29 CFR Part 38.72.

**A written statement provided to the complainant, that contains a list of the issues raised in the complaint and, for each issue, a statement whether the recipient will accept the issue for investigation or reject the issue and the reasons for each rejection. (29 CFR Part 38.82)**

The EO Officer will provide written notice to all parties of the specific issues raised in the complaint; and provide a statement for each issue, either accepting the issue for investigation or rejecting the issue and the reasons for each rejection, as required by 29 CFR Part 38.82.

**A period for fact-finding or investigation of the circumstances underlying the complaint. (29 CFR Part 38.72)**

Upon receipt of a complaint or information alleging discrimination, the EO Officer will initiate a 30-day investigation or fact-finding of the circumstances underlying the complaint. This meets the requirements of 29 CFR Part 38.72.

**A period during which the recipient attempts to resolve the complaint and the methods available to resolve the complaint must include Alternative Dispute Resolution (ADR). (29 CFR Part 38.72)**

The State-level EO officer shall inform complainants of the opportunity to participate in the state level Alternative Dispute Resolution (ADR) process. If the complainant chooses to participate, the complainant shall notify the State WIOA EO Officer within five (5) days of receipt of the statement of issues. The EO Officer shall coordinate the scheduling of mediation at a location convenient to both the complainant and the respondent. Within thirty (30) days of the date the complainant chooses to participate in ADR, the mediator shall provide a copy of the final agreement or notice of failure to reach an agreement to the EO Officer.

**A written Notice of Final Action, provided to the complainant with 90 days of the date on which the complaint was filed, that contains, for each issue raised in the complaint, either a statement of the recipient's decision on the issue and an explanation of the reasons underlying the decision or a description of the way the parties resolved the issue.**

If the parties are unable to reach an agreement under ADR, the State will resume its investigation of the complaint or the complainant may file a complaint with CRC. In this instance, the State-level EO Officer shall issue a Notice of Final Action within fifty (50) days of the date the complaint is filed at the state level after utilizing the ADR process but no later than ninety (90) days after receipt of the original complaint. For each issue raised, the Notice of Final Action shall include the Department's decision on the issue and the reasons for the decision, or a description of the way the parties resolved the issue.

**Notice that the complainant has a right to file a complaint with the CRC Director, DOL, within 30 days of the date on which the Notice of Final Action issued, if they are dissatisfied with the recipient's final action on the complaint. (29 CFR Part 38.72)**

The Notice of Final Action issued by the State-level EO Office includes a statement that the complainant has the right to file a complaint with CRC within thirty (30) days of the date on which the notice of Final Action is issued if dissatisfied with the Department's final action on the complaint.

**Provide that, if the complainant is dissatisfied with the outcome of the investigation, or if there is no final resolution of the complaint within 90 days of the date the complaint is filed, the complainant is notified that they may file their complaint with the Civil Rights Center.**

If, during the 90-day period, the EO Officer issues its Notice of Final action, but the complainant is dissatisfied with the decision on the complaint, the complainant or their representative may file a complaint with the CRC Director within 30 days after the date on which the complainant receives the Notice of Final Action.

**Recipients follow the established procedures.**

Consistent with 29 CFR Part 38.69 through 29 CFR Part 38.72, the State will maintain compliance among recipients regarding the following elements:

- Initial Written Notice;
- An Acknowledgement of Receipt;
- Notice of Right to Representation;
- Issues raised in complaint;
- A period for Fact-Finding that includes ADR; and
- A Written Notice of Final Action.

Each recipient is required to comply with the Equal Opportunity and Discrimination Complaint Policy process for resolving complaints in connection with WIOA Title I programs operated by recipients. Utilizing this complaint procedure, each WIOA Title I recipient shall provide for local level processing of complaints. Recipients will be monitored to ensure they are complying with this requirement.

## **Element VII: Documentation**

### **20. Sample EO Complaint Response**

- Sample Response

### **21. ADR Information**

- ADR Process

## **ELEMENT VIII: GOVERNOR'S OVERSIGHT AND MONITORING RESPONSIBILITIES FOR STATE PROGRAMS**

### **29 CFR Part 38.51 and 38.53**

#### **PURPOSE**

Address how the State of Rhode Island monitors recipients. The State has established procedures to monitor all aspects of the recipient's compliance with the WIOA Section 188 and 29 CFR Part 38. All EO Officers monitoring reviews include a review of compliance and responsibilities that have been assigned through the State's Nondiscrimination Plan (NDP). A review of each recipient's programs and activities to determine whether discrimination is occurring is also included in the monitoring.

#### **NARRATIVE**

To ensure compliance, the State-level EO Officer and Local EO Officers, in coordination with the Department's Office of Community Engagement and the Data and Performance unit, will monitor WIOA Title I recipients annually to make sure the recipients' programs and activities are operating in a non-discriminatory way. Annual monitoring includes:

- 1.) A statistical or quantifiable analysis of the recipient's records, including demographic data such as race, ethnicity, LEP/preferred language, disability;
- 2.) An investigation into any significant differences provided by the statistical or quantifiable analysis to determine whether the differences are caused by discrimination; and
- 3.) An assessment to determine whether the recipient has met the requirements and its obligations under Section 188 of WIOA, including those obligations consistent with the Non-Discrimination Plan.

In order to ensure that WIOA Title I financially assisted programs and/or activities are operating in a nondiscriminatory manner, the State's monitoring regimen includes a desk analysis of the data and records collected by the recipient pursuant to 29 CFR Part 38.41 through 29 CFR Part 38.45. This analysis, conducted by the EO Officer should determine if any differences based upon race, ethnicity, sex, age, or disability exist and whether such differences have a practical or statistical significance.

Complying with the administrative obligations of 29 CFR Part 38 includes but is not limited to:

**Assurances. (29 CFR Part 38.25 through 38.27)**

Assurances are required to be provided by each LWDA in their Local Plan.

**Equal Opportunity Officers. (29 CFR Part 38.28 through 29 CFR Part 38.32)**

EO Officers are listed in Element One: Designation of State and local level Equal Opportunity Officers.

**Notice and communication. (29 CFR Part 38.34 through 29 CFR Part 38.39)**

“Equal Opportunity Is the Law” notices are listed in Element Two: Notice and Communication.

**Affirmative Outreach. (29 CFR Part 38.40)**

Affirmative Outreach is addressed in Element Four to ensure that recipients are required to provide equal access to their programs and activities to include various groups that are protected by these regulations.

**Data and information collection and maintenance. (29 CFR Part 38.41)**

Data and information collection and maintenance are kept in a system that allows the Governor and CRC to conduct analysis as described in Element Six: Data and Information Collection and Maintenance.

**Complaint processing procedures. (29 CFR Part 38.72)**

The State provides a nondiscrimination and equal opportunity complaint process and offers Alternate Dispute Resolution (ADR) throughout the complaint processing procedure. All sub- recipients must comply with these procedures which meet the requirements of 29 CFR Part 38.70 through 29 CFR Part 38.80.

**Conducting Equal Opportunity monitoring and evaluation, review of applicants for and recipients of WIOA Title I financial assistance (including assurance of programmatic and architectural accessibility).**

The State-level EO Officer conducts annual monitoring to ensure that recipients and trainers are in compliance with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA and 29 CFR Part 38.

### **Imposing sanctions and corrective actions for violations noted by a recipient during its monitoring reviews.**

The State-level EO Officer issues a report summarizing all non-compliance issues found. These issues are then put into a Corrective Action Plan with timelines that each local area is responsible for implementing. When implementation of a Corrective Action Plan is incomplete by the specified deadline, the state will issue appropriate sanctions based on the severity of the noncompliance issues identified in the Corrective Action Plans.

The State-level EO Officer may monitor the local areas at any time without notice. The process outlined above also applies when there is more frequent monitoring. However, the report summarizing issues of noncompliance may be communicated informally, e.g. email.

Sanctions are considered when the recipient fails to adequately implement the Corrective Action Plan by the deadlines specified in the plan. Sanctions may revoke approval of all or part of the recipient's WIOA Title I financial assistance.

### **Ensuring policy development, communication, training are implemented.**

State policies and procedures are available on the Department of Labor and Training's website ([www.dlt.ri.gov](http://www.dlt.ri.gov)) as well as the State Workforce Development Board's website ([www.gwb.ri.gov](http://www.gwb.ri.gov)). Additionally, policy distribution via email is provided to all LWDA's and workforce staff to communicate changes to policy or provide immediate information that may affect Title I programs or activities. The WIOA Policies and Procedures direct recipients of Title I funds to develop local equal opportunity and nondiscrimination policies and procedures that include requirements to ensure sub-recipient agencies meet the same obligation.

The State ensures the federal programs and activities are operating in a nondiscriminatory manner and provide equal opportunity, including but not limited to:

- Conducting analyses by race, ethnicity, sex, age and disability of program and employment activity including but not limited to rates of application, placement, termination, to determine if significant differences exist; and
- Conducting follow-up monitoring to determine the cause of any such differences, through the analysis of the records of individual and eligible registrants, applicants, employees and applicants for employment, interviews, and other appropriate techniques.

The statewide internet-based workforce data reporting system, EmployRI, allows for necessary reports to identify issues regarding equal opportunity and nondiscrimination. These reports will continue calculations based on standard deviation for each of the applicant groups with respect to services such as job referrals, referred to training, entered employment, placements, and wages. The Department's Office of Community Engagement, based on the data analyses noted above, will identify any areas of discrimination or inequity of service, will advise on programmatic or policy changes to rectify those areas, and will hold the Department of Labor and Training accountable to enacting those changes in a timely and effective manner.

**The procedure for reviewing recipients' policies and procedures, to ensure that the policies and procedures do not violate the prohibitions contained in 29 CFR Part 38.5 through 38.10.**

The EO Officer conducts a desk audit prior to on-site reviews to analyze program materials and the Local Plan to ensure no discrimination is occurring in local program policies, sub-contracts, and procedures. Plans must have the following assurances:

- 1.) The LWDA will provide a system that includes compliance with Title IV of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Title IX of the Education Act of 1972, Section 188 of WIOA and the Current Nondiscrimination Plan (NDP);
- 2.) The LWDA will describe how each access site identified in the NDP will ensure compliance with Equal Opportunity and Americans with Disabilities requirements; and
- 3.) The LWDA will provide contact information and identification of the Local, State and Federal EO Officers available in all facilities used to conduct WIOA Title I funded trainings, programs, and activities.

Recipients are required to publish their Equal Opportunity and Nondiscrimination Complaint policy statement and procedure on their website.

**The written reports prepared for each review must provide, among other things that the results of the monitoring review will be made available to the recipient(s) reviewed.**

At the conclusion of the review, the State-level EO Officer conducts an exit interview with pertinent recipient staff and the LWDA director or designee. This conference is a brief discussion of issues or discrepancies identified during the course of the monitoring review.

An EO Monitoring Review Report is written by the State-level EO Officer. The EO Monitoring Review Report is then reviewed and submitted to the State Workforce Board Executive Director for approval before being distributed to the Local EO Officer and Program Director. Copies of the EO Monitoring Review Report are provided to the Local EO Officer by the State-level EO Officer. The report identifies areas in which the LWDA is out of or could be out of compliance (discrepancies) and other areas of concern. The EO Monitoring Review Report may also make recommendations for corrective actions needed to correct deficiencies.

The Local EO Officer will maintain communication with the State-level EO Officer until all equal opportunity related discrepancies have been corrected.

**The involvement of the State and local level EO Officer(s) in conducting reviews. Where EO monitoring is carried out by individuals other than the State or local level EO Officer, the narrative should provide the names, titles, organizations of those persons.**

The State, LWDA, UI, One-Stop Partners and EO Officers are the primary reviewers; the name of the State-level EO Officer and a list of LWDA EO Officers are contained in Element One of this NDP. The State-level EO Officer reviews certain equal opportunity items as a part of the annual reviews. Any issues identified during the annual EO monitoring reviews involving equal opportunity and nondiscrimination are discussed with the State-level EO Officer to ensure compliance with applicable regulations. The State-level EO Officer conducts the review to ensure that past identified issues were appropriately addressed and resolved.

**The procedure for determining which recipients are to be reviewed, the frequency of reviews of recipients, the number of recipients to be reviewed per year.**

The State reviews each recipient annually through desk reviews and on-site reviews, unless needed more frequently to track and identify compliance issues. A review schedule is developed at the beginning of each program year identifying when each LWDA and One-Stop Partner program, is scheduled for a desk and on-site review. Each recipient is provided with a copy of the review schedule along with a copy of the desk review guides that will be utilized during the review. LWDA Directors are sent a letter by the State-level EO Officer notifying them of the review 30 days prior to the review date. In addition to these scheduled monitoring reviews, the State reserves the right to conduct monitoring with increased frequency throughout the program year.

## **Element VIII: Documentation**

### **22. Sample Monitoring/Findings Report**

- 2020 RESEA Monitoring and Corrective Action

### **23. Sample Corrective Action Plan [contained within Monitoring Report]**

- 2020 SCSEP Monitoring and Corrective Action

### **24. Sample LWDB Policy**

- Greater RI EO ND Policy
- PC EO ND Policy

### **25. ODEO Information**

- ODEO Information

### **26. SWDB Board Composition**

- GWB Board Composition

## ADDITIONAL ELEMENTS:

### **Element I: Review for Compliance with WIOA Section 188**

**Purpose:** A system for determining whether a grant applicant, if financially assisted, or a training provider, if selected as eligible under Section 188 of WIOA, is likely to conduct its WIOA Title I-financially assisted programs or activities in a nondiscriminatory way, to comply with the regulations in this part.

**Narrative:** The Rhode Island Department of Labor and Training and Governor's Workforce Board require that all grant recipients and training providers have systems in place to ensure that programs are being operated in a non-discriminatory way in accordance with the requirements of WIOA Section 188 and 29 CFR Part 38.

The State-level EO Officer reviews documents, contracts and related materials issued by training providers and grant applicants to ensure compliance. Reviews/evaluations are done via the monitoring and evaluation activities outlined in this NDP and in accordance with the policies and procedures established by the State.

Further, the State reviews the LWDAs to ensure compliance with all aspects of WIOA Section 188 and 29 CFR Part 38.

Further information is provided under Element I: Assurances (page 3 of this NDP).

## **ELEMENT II: Ensure Recipient Policy Issuances are Nondiscriminatory**

**Purpose:** States must have a system to review recipient policy issuances to ensure that they are nondiscriminatory.

**Narrative:** The State-level EO Officer performs desk reviews of recipients' and training providers' policies to ensure compliance. The State-level EO Office also reviews the LWDA's policies for compliance.

LWDA's, recipients and training providers are required to provide assurances that their operations are in compliance with WIOA Section 188 on their communications.

### **ELEMENT III: A System for Reviewing Recipients' Documents: Contracts and Agreements**

**Purpose:** The State must have a system for reviewing recipients' job training plans, contracts, assurances, other similar agreements to ensure that they are both nondiscriminatory and contain the required language regarding nondiscrimination and equal opportunity.

**Narrative:** The State requires LWDA's, recipients and training providers to provide assurances that their programs are operating in a nondiscriminatory manner. The State also requires these entities to use language on their documents, including training plans, contracts, and other agreements, that clearly expresses that they are an equal opportunity entity.

#### **ELEMENT IV: Ensuring Compliance with WIOA Section 188**

**Purpose:** The State must have procedures in place to ensure that recipients comply with the nondiscrimination and equal opportunity requirements of 29 CFR Part 38.5 regarding race, color, religion, sex (including pregnancy, childbirth, related medical conditions, transgender status, gender identity), national origin (including limited English proficiency), age, political affiliation or belief, citizenship, or participation in any WIOA Title I-financially assisted program or activity.

**Narrative:** The State ensures that recipients comply with the requirements of 29 CFR Part 38.5 through monitoring procedures employed by the State-level EO Officer. The State-level EO Officer reviews the recipients' applicable documents, to identify that the appropriate language regarding their obligation not to discriminate as prescribed in 29 CFR Part 38.5. Further, the State requires all recipients must provide information regarding participants' (or other individuals') right to file discrimination complaints.

## **ELEMENT V: Compliance with Federal Disability Nondiscrimination Laws**

**Purpose:** The State must have procedures in place to ensure that recipients comply with the requirements of applicable federal disability nondiscrimination law, including Section 504: Title II of the Americans with Disabilities Act of 1990, as amended, if applicable; WIOA Section 188, 29 CFR Part 38 with regard to individuals with disabilities.

**Narrative:** The State is committed to making all services, facilities, and information accessible for individuals with disabilities. This applies to all programs, activities, services provided by or made available to potential employees, volunteers, contractors, service providers, licensees, clients, and potential clients within the Local Career Centers. To reinforce this commitment, all recipients and service providers are required to provide written assurance in their agreements, grants, and contracts that they are committed to and will comply with the requirements of the WIOA Section 188, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and with 29 CFR Part 32 and Part 38.

### **Meet their obligation not to discriminate on the basis of disability. (29 CFR Part 32.12(a), 32.26, 38.6)**

The State-level EO Officer acts as the agency's ADA Coordinator to oversee ADA efforts, as required.

When applicable, recipients must have established policies and procedures addressing reasonable accommodations, auxiliary aids and services, effective communication; and site selection assuring accessibility. These recipients must also conduct self-evaluations which include corrective action plans, when necessary, that are developed to ensure compliance with obligations not to discriminate on the basis of disability and to provide reasonable accommodations.

In addition, when the State enters into contractual agreements with WIOA recipients, compliance with program-specific laws and regulations are specified as standard boilerplate language. This same language further specifies that sub-recipients are required to comply as well. Ongoing training and monitoring ensure that partner programs continue to meet their requirements not to discriminate. In the written contracts Terms and Conditions require all contractors meet the requirements of the ADA.

### **Provide reasonable accommodation for individuals with disabilities. (29 CFR Part 32 and 29 CFR Part 38.14)**

In early 2022, monitoring of the one-stops was completed and technical violations, such as restroom accessibility and fire alarm visibility, were noted. These violations are in the process of being corrected.

The State will conduct a full review of any Local Workforce Development Area(s) where noncompliance of equal opportunity and nondiscrimination laws and regulations is suspected. Depending upon the nature of the noncompliance, the review may be conducted in coordination

with the Local Workforce Development Area(s). The State-level EO Officer will notify the recipient in writing of deficiencies found during equal opportunity monitoring reviews. To date, there have been no formal complaints of discrimination filed against the Local Career Centers.

Recipients found to be in violation of 29 CFR Part 38 or WIOA Section 188 will have sixty (60) days to attain compliance. During that time, the entity will have thirty (30) days in which to submit a corrective action plan describing the means by which they intend to correct the violations. The corrective action plans will be provided to the State-level EO Officer and may be submitted to the State and/or Local Workforce Development Boards for review, if deemed necessary.

The State-level EO Officer will review the corrective action plan for assurance that corrective action has been implemented. If the corrective action provides assurance that the deficiency has been resolved satisfactorily, then the EO Officer will send a letter of compliance notifying the Local Workforce Development Area and advising the area that a follow up review could occur to verify the corrective action.

**Provide reasonable modification of policies, practices, procedures as required. (29 CFR Part 38.14)**

Title II of the ADA requires that programs, services, and activities of State and local governments are accessible to and usable by individuals with disabilities. The State will periodically review local policies, practices, procedures to ensure they are not intentionally or unintentionally discriminatory. If found to be discriminatory, the state will work with the LWDA on a reasonable modification or adjustment as necessary.

**Provide architectural accessibility for individuals with disabilities.**

The State-level EO Officer performs site visits to ensure a facility remains in compliance unless compliance issues require more frequent visits. The [ADA Checklist for Readily Achievable Barrier Removal](#) may be utilized as a field evaluation. Site reviews for accessibility to individuals with disabilities include wheelchair accessible entrances, signs indicating the nearest accessible entrance, designated restrooms, TTY-TDD or Relay Services. Additionally, the state recommends that all LWDA's conduct an annual facility self-assessment using the ADA Checklist for Readily Achievable Barrier Removal and inform the State-level EO officer of any potential deficiencies.

**Provide programmatic accessibility for persons with disabilities.**

The State and Local plans provide for communication and program accessibility for individuals with disabilities.

Entities within the Local Career Centers, including operators and partners, will comply with Section 188 of WIOA, if applicable, and applicable provisions of ADA regarding the physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing the needs of individuals with disabilities.

The LWDA's are committed to complying with the requirements of WIOA Section 188 and the ADA to maximize access to services for people with disabilities. Entities within Local Career Centers are required to comply with WIOA Section 188 and the ADA by implementing policies, procedures, protocols and practices for programmatic accessibility of facilities, programs and services. The Local Career Centers will comply with the ADA by promoting inclusion, choice, and accessibility. The One-Stop Operator, service providers, and staff assure that job seekers with disabilities have programmatic access to all services.

The State is committed to working with our partners to expand access to employment and training, education, and supportive service. The State will encourage and promote continued education and training on topics related to Section 188 and ADA programmatic and facility accessibility, such as utilizing the Rhode Island Office Rehabilitation Services expertise and services, along with other assistance technology.

**Provide for and adhere to a schedule to evaluate job qualifications to ensure that the qualifications do not discriminate on the basis of disability.**

State job postings for hiring at DLT are managed by the state Department of Administration's Division of Human Resource. Such postings are reviewed by the State Office of Diversity, Equity, Opportunity to ensure the requirements do not allow for discrimination. Employers utilizing the state's free online job board to enter jobs must satisfy nondiscrimination requirements.

**Limit pre-employment/employment medical inquiries to those permitted by and in accordance with WIOA Section 188, Section 504, the Americans with Disabilities Act of 1990, and their implementing regulations. (29 CFR Part 32.41)**

Pre-employment/employment medical inquiries are limited to those permitted by and in accordance with WIOA Section 188 and ADA Section 504. All questions regarding the nature and severity of any disability are generally prohibited. Any response is voluntary and does not change the scope of services available for the customer.

**Ensure the confidentiality of medical information provided by registrants, applicants, eligible applicants/registrants, participants, employees, applicants for employment. (29 CFR Part 32.41)**

The Code of Federal Regulations provides rules for the confidentiality of information collected and maintained regarding all individuals. Medical information obtained in the course of a post-offer medical examination or inquiry may be provided to and used by appropriate decision-makers involved in the hiring process in order to make employment decisions consistent with the ADA.

Staff are allowed limited access to relevant confidential information on a need-to-know basis including, supervisors and managers, first aid and safety personnel, and employers (once a conditional offer of employment has been made).

**Administer their WIOA Title I financially assisted programs and activities so that each individual with a disability participates in the most integrated setting appropriate to that individual.**

The State Workforce Development Board, the DLT, along with the state's Title IV administrator, the Office of Rehabilitation (ORS) and other partners, will work closely with LWDAs to ensure individuals with disabilities participate in the most integrated setting appropriate to each individual. Local Career Centers have equipment to accommodate individuals with physical disabilities, as well as the hearing and vision impaired, to provide universal access to all customers.

**Are able to communicate with persons with disabilities as effectively as with others. (29 CFR Part 38.9)**

ORS, the Governor's Commission on Disabilities, and other partners are working with Local Career Centers in Rhode Island to ensure effective communication with persons with disabilities by assessing an individual's needs. Assistive technology is available to allow individuals with disabilities to participate in all programs in the most integrated setting appropriate to the individual and to ensure that recipients are able to communicate with persons with disabilities as effectively as with others.

## **Element VI: Policy Communication and Training for EO Staff**

**Purpose:** States must have a system of policy communication and training to ensure that EO Officers and other members of recipients' staff that perform work duties associated with the nondiscrimination and equal opportunity provisions of WIOA or 29 CFR Part 38 can effectively carry out their duties.

**Narrative:** The State ensures that State personnel, staff of the Governor's Workforce Board, and recipients are trained appropriately to fulfil their responsibilities. Training is provided via training conferences provided by or in conjunction with the USDOL Civil Rights Center, the National Association of State Workforce Agencies (NASWA) Equal Opportunity Committee and other states and jurisdictions. Further, through RI's participation on the NASWA EO Committee, state personnel, including the State-level EO Officer, are active members in a community of practice, learning new techniques and how others are performing this work.

## **Element VII: Corrective Actions and Sanctions**

**Purpose:** States must have a procedure for obtaining prompt corrective action and/or sanctions when noncompliance with WIOA Section 188, 29 CFR Part 38 or other relevant acts, rules or regulations described in this NDP.

**Narrative:** The State has established procedures for corrective and remedial actions to be applied when there is a violation of WIOA Section 188 and/or 29 CFR Part 38 by a recipient or sub-recipient.

**The standards for corrective and remedial actions are to be applied when violations of WIOA Section 188 or 29 CFR Part 38 are found. Corrective and remedial actions must be designed to completely correct each violation. For each corrective action, a time frame should be established that sets the minimum time necessary to completely correct the violation. In the case of a finding of discrimination, the procedures must provide, where appropriate, for retroactive relief (including but not limited to back pay) and prospective relief (e.g., training, policy development and communication) to ensure that the discrimination does not recur.**

If necessary, corrective actions will be appropriate for the violation identified and designed to end the discrimination and/or redress the specific violation(s). Two different types of violations requiring corrective action are possible: technical violations and discrimination violations.

Technical violations include, but are not limited to, the failure to include required language in assurances, failing to post Equal Opportunity notices, or failure to provide alternative methods of communication. Technical violations may require a different timeframe for corrections than discrimination findings. Technical violations should be corrected as promptly as possible and will be addressed at the time of the discovery.

Technical assistance is provided to the Local Workforce Development Areas (boards, service providers, and administrative entities), based on need and may be provided at any time throughout the program year. However, the State will provide technical assistance to a Local Workforce Development Area that has failed to meet one or more of its expectations regarding equal opportunity and nondiscrimination compliance. The type of technical assistance given will be based on an assessment of the reason(s) of the violation. If the violation(s) continue after technical assistance has been provided, sanctions will be applied in accordance with appropriate federal guidelines and regulations.

Discrimination violations include, but are not limited to, findings of disparate treatment, disparate impact, and failure to provide a reasonable accommodation. Complaints of discrimination violations will be addressed promptly.

## **Standards for Corrective and Remedial Actions.**

The type of sanctions and corrective/remedial actions will be examined on a case-by-case basis and will depend on the reason for failure and the most effective way for correcting the deficiency. If through monitoring or by the filing of a discrimination complaint, the State discovers that notice is not appropriately provided because posters are not prominent in an area noticeable by potential applicants or registrants, etc., or registrant files do not have the complaint signature form, the corrective action to be taken would include ensuring that the notice is posted immediately and remains posted in the future. Where appropriate, the corrective action will include educating the individuals responsible for implementing this requirement. Technical assistance will be provided by the EO Officer or may be in coordination with the Local EO Officers, as appropriate. The training would be done on-site or at a mutually agreed upon location. Technical violations usually will not warrant the discontinuance of funds or services from the State.

The State will conduct a full review of any Local Workforce Development Area(s) where noncompliance of equal opportunity and nondiscrimination laws and regulations is suspected. Depending upon the nature of the noncompliance, the review may be conducted in coordination with the Local Workforce Development Area(s). The State EO Officer will notify the recipient in writing of deficiencies found during equal opportunity monitoring reviews, corrective action to be taken, and consequences for failure to comply.

**These actions must be designed to completely correct each violation. For each corrective action, a time frame should be established that sets the minimum time necessary to completely correct the violation. In the case of a find of discrimination, the procedures must provide, where appropriate, for retroactive relief (including but not limited to back pay) and prospective relief (e.g., training, policy development and communication) to ensure that the discrimination does not recur.**

Recipients found to be in violation of 29 CFR Part 38 or WIOA Section 188 will have sixty (60) days to attain compliance. During that time, the entity will have thirty (30) days in which to submit a corrective action plan describing the means by which they intend to correct the violations. The corrective action plans will be provided to the State EO Officer and may be submitted to the State and/or Local Workforce Development Boards for review, if deemed necessary.

The State EO Officer will review the corrective action plan for assurance that corrective action has been implemented. If the corrective action provides assurance that the deficiency has been resolved satisfactorily, then the EO Officer will send a letter of compliance notifying the Local Workforce Development Area and advising the area that a follow up review could occur to verify the corrective action.

Recipients are required to complete all corrective actions in the plan and the recipient must submit a written assurance that the discrepancies have been corrected and will not recur. The assurance will list the deficiency and corrective action as specified in the written notification, describe the corrective actions taken and the dates of those actions, state that the recipient or

sub-recipient is taking and will continue to take steps to assure that the deficiency does not recur, and certify that the assurance is signed by the highest-level official of the recipient or sub-recipient. If the discrepancies involve discrimination, a conciliation agreement is required.

Remedial actions are designed to make whole an individual or individuals who have suffered injury or loss because of unlawful discrimination. A person or persons wronged by discriminatory acts or policies must be restored to the status they would have expected had the discrimination not occurred. In a finding of discrimination, the procedures must provide, where appropriate, for retrospective relief (including, but not limited to, back pay) and prospective relief (including, but not limited to, training, policy development and communication) to ensure the discrimination does not recur.

**The procedures for follow-up monitoring to ensure that commitments to take corrective action and remedial action are fulfilled.**

When a corrective or remedial action plan is established, the EO Officer overseeing the action plan will do a desk review and/or an on-site visit, as appropriate, to ensure that the commitments of the plan are satisfied and the violation will not recur. Any instances of noncompliance will be examined as a follow-up with an on-site visit or as part of the next scheduled monitoring review of the recipient.

**Reports required from the violating recipient regarding actions to correct the violation(s).**

Recipients found to be in violation of 29 CFR Part 38 or WIOA Section 188 will have sixty (60) days to attain compliance. During that time, the entity will have thirty (30) days in which to submit a corrective action plan describing the means by which they intend to correct the violations. The corrective action plans will be provided to the State EO Officer and may be submitted to the State and/or Local Workforce Development Boards for review, if deemed necessary.

The EO Officer will conduct a follow-up to ensure that all the discrepancies and issues of noncompliance have been resolved and will close out the monitoring reviews.

**Sanction procedures to be followed where voluntary compliance cannot be achieved.**

Prior to implementing a sanction, a corrective action plan will be developed and submitted to the EO Officer. The corrective action plan included deadlines to address all issues of noncompliance identified during monitoring. Once the deadlines included in the corrective action plan have passed, the EO Officer will follow-up with the appropriate monitoring and issue a final determination.

Continued non-compliance issues will be addressed as follows:

1st level of action: A letter of demand for compliance (within 10 days) will be sent to the non-compliant entity, with copies to the appropriate manager or director of the affected agency and the Local Workforce Development Board and their administrative entity.

2nd level of action: If the deficiencies of noncompliance cannot be resolved or corrected on a voluntary basis, technical assistance will be provided.

- Technical assistance may be provided by the State or Local Workforce WIOA EO Officer or through the coordinated effort of the two officers.
- The State may request periodic reports including copies of the training rosters and written assurances. The State may conduct an onsite visit where necessary to evaluate the degree of progress made toward resolving existing noncompliance factors.

NOTE: The Local Workforce Investment Areas are made aware that follow up monitoring may occur at any time.

3rd level of action: Rhode Island's State Workforce Development Board may impose sanctions, including but not limited to disciplinary action, up to, termination of, employment (DL T staff), removal from the eligible training provider list, loss of funds to WIOA service providers and termination of contracts with service providers or other sub-recipients of WIOA funds.

Issues of noncompliance in equal opportunity and nondiscrimination requirements that cannot be resolved locally or at the State level through corrective action plans or technical assistance will be brought to the attention of the CRC.

A recipient has the right to appeal a final determination to the Director of the Civil Rights Center, U.S. Department of Labor, 200 Constitution Avenue, Northwest, Room N-4123, Washington, D.C. 20210. The appeal must be in writing and made within 30 days after the complainant receives the final determination or 90 days from the date of the filed complaint. Such an appeal, however, will not forestall the initiation of sanctions unless the Director of the CRC extends the deadline.

## **Element VIII: Supporting Documentation**

**Purpose:** States must provide supporting documentation to show that commitments made in this Nondiscrimination Plan (NDP) are being carried out.

**Narrative:** Each element of this NDP contains supporting documentation to demonstrate how the State of Rhode Island carries out its responsibilities regarding nondiscrimination and equal opportunity. Supporting documentation includes, but is not limited to: policy and procedural issuances regarding the required elements of the NDP; monitoring instruments and instructions; evidence of how nondiscrimination and equal opportunity policies have been developed and communicated in accordance with 29 CFR Part 38; information pertaining how EO training, as required per 29 CFR Parts 38.29 and 38.31, has been carried out; monitoring reports and/or follow-up actions regarding compliance and sanctions; and copies of notices made under 29 CFR Part 38.34-38.40.



# **Element I**

# **Documentation**

# netWORKri CUSTOMER APPLICATION

**PLEASE PRINT - all fields must be completed to be considered a complete application**

INDIVIDUAL INFORMATION				Date: _____	
Last Name		First Name		MI	Last 4 Digits of Social Security #
Residential Address		City		ST	Zip
Mailing Address if different than residential address: _____		If Mailing Address is the same as the residential address check here: <input type="checkbox"/>			
Address: _____		City: _____		ST: _____	Zip: _____
Primary Phone		Cell Phone		e-mail: _____	
<b>Gender</b>	Male	Female	<b>Marital Status:</b>	Single	Single/Head of Household
				Married	Widowed
				Divorced	
<b>Alternate Contact Information</b> (If possible, list someone not living with you.)					
Last Name: _____		First Name: _____		Relationship: _____	
Address: _____		City: _____		State: _____	Zip: _____
<b>Authorized to work in the U.S.:</b>					
Citizen of US or US Territory		US Permanent Resident		Alien/Refugee Lawfully Admitted to US	
If not a Citizen: Alien Registration # _____		Expiration Date _____		(mm/dd/yyyy)	
<b>Ethnic Origin</b>	Hispanic/Latino heritage		Not Hispanic/Latino		
<b>Race</b> (Optional) May check more than one:	<input type="checkbox"/> Black/African American		<input type="checkbox"/> American Indian or Alaskan Native		
	<input type="checkbox"/> Asian		<input type="checkbox"/> Hawaiian Native or Pacific Islander		
	<input type="checkbox"/> White		<input type="checkbox"/> I do not wish to disclose		
Have you registered with Selective Service?		Yes	No	Not Applicable	Exempt from Registration
Are you homeless?		Yes	No		
Have you ever been arrested or convicted of a crime?		Yes	No		
If English is not your native language or you live in a community where English is not the dominant language, do you have difficulty reading, writing, speaking or understanding English? Yes No					
Do you have a disability? (Optional)		Yes	No	If answered "yes" to Disability one of the below must be selected:	
I do not wish to disclose		Physical impairment			
		Mental impairment			
		Both a physical and mental impairment			
		I do not wish to disclose			
EDUCATION INFORMATION					
Education Level (Check your highest education level completed)			School Status		
<input type="checkbox"/> No grades completed			<input type="checkbox"/> Not Attending Any School		
<input type="checkbox"/> Highest school grade (1-11) completed: Grade: _____			<input type="checkbox"/> Attending High School, Junior High, Middle or Elementary School		
<input type="checkbox"/> 12 <sup>th</sup> Grade Completed and did not receive diploma or equivalent			<input type="checkbox"/> Attending an Alternative High School		
<input type="checkbox"/> Certificate of attendance/completion (Disabled Individuals)			<input type="checkbox"/> Attending College or a Technical or Vocational School		
<input type="checkbox"/> General Equivalency Degree (GED)			Last School _____		
<input type="checkbox"/> High School Diploma			Dates: From _____ To _____		
<input type="checkbox"/> College or a Technical or Vocational School –					
<input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years					
<input type="checkbox"/> Vocational School Certificate			Have you been notified or are receiving a Pell Grant? Yes No		
<input type="checkbox"/> Associates Degree <input type="checkbox"/> Bachelor's Degree <input type="checkbox"/> Masters Degree					
<input type="checkbox"/> Doctorate Degree <input type="checkbox"/> Specialized Degree					
MILITARY SERVICE					
Are you in the military, a veteran or the spouse of a veteran?		Yes	No	If YES, continue to answer questions 1-4	
1. Are you a Transitioning Service Member?		Yes	No		
If YES, indicate Transitioning Type:		Within 24 Months of Retirement		Within 12 Months of Discharge: Projected Discharge Date: _____	
2. Have you attended a Transition Assistance Program (TAP) Workshop within the last 3 years?		Yes	No		
3. Have you served on active duty in the armed forces and were discharged or released from such service under conditions other than dishonorable?		Yes	No		
4. Are you the spouse of a veteran who has a total service connected disability, is Missing in Action, captured in the line of duty by a hostile force, is a Prisoner of War or who died from a service connected disability?		Yes	No		

**If you answered YES to Question 2 or 3, continue to enter the information below about your (or your spouse's) military service.**

<b>Eligible Veteran Status:</b> Yes – served for less than or equal to 180 days Yes, Eligible Veteran Yes, Other Eligible Person No	<b>Military Service</b> Entry date _____ (mm/dd/yyyy) Discharge date _____ (mm/dd/yyyy)
	<b>Are you a Campaign Veteran?</b> Yes      No

<b>Branch of Service</b>	Army	Navy	Air Force	Marines	Coast Guard	Army/Air National Guard
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<b>Active in Military Reserves</b>	Yes	No	<b>Homeless Veteran:</b>	Yes	No
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<b>Type of Discharge Received</b>	Honorable	Under Honorable Conditions (General)	Under Other Than Honorable Conditions
	Bad Conduct	Dishonorable	Uncharacterized
			Other (Explain) _____

<b>Disabled Veteran</b>	No	Yes, Disabled	Yes, Special Disabled (Greater Than 30%) If Yes, Indicate Disability Percentage ____ %
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<b>Served more than 1 tour of duty:</b>	Yes	No
Tour 1 Dates: _____	Tour 2 Dates: _____	Tour 3 Dates: _____

**EMPLOYMENT INFORMATION**

<b>Current Employment Status</b>	Working Full Time	Working Part Time	Not Working	Never Worked	Other (Explain) _____
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Have you recently received a Notice of Termination of Employment or Military Separation?	Yes	No
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Have you been notified of an impending layoff?	Yes	No	Projected Date of layoff: _____
--	-----	----	---------------------------------

Have you attended a Rapid Response Program Orientation at your former Company?	Yes	No
--	-----	----

Will you be returning to your former job?	Yes	No	If YES, indicate Return to Work Date (mm/dd/yyyy) _____
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Are you collecting Unemployment Insurance?	Yes	If not RI, indicate state _____	No	Pending	Exhaustee
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Are you currently looking for work?	Yes	No
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<b>Migrant/Seasonal Worker – Have you worked on a farm or as a migrant/migrant food processor at least 25 days in the past 12 months?</b>	Yes	No - If YES, Class: Farmworker      Migrant      Migrant Farmworker
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Type of Qualifying Farmwork:	<input type="checkbox"/> Agricultural Production and Services	<input type="checkbox"/> Food Processing Establishments
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Do you belong to a Union?	Yes: List Union and Local _____	No
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**OCCUPATIONAL LICENSE(S), CERTIFICATE(S) & DRIVER'S LICENSE INFORMATION**

Occupational Certificate/License	Issuing Organization	Issue Date	State	Country

Do you have a valid Driver's License?	Yes	No - If YES, in what State? _____	Type: Regular      Commercial      Permit
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Class:	<input type="checkbox"/> 10 - Private Vehicle	<input type="checkbox"/> A - Tractor Trailer	<input type="checkbox"/> B - Straight Truck	<input type="checkbox"/> C - Bus
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Endorsements:	<input type="checkbox"/> Hazardous Waste	<input type="checkbox"/> Motorcycles	<input type="checkbox"/> Tankers	<input type="checkbox"/> Double/Triple Trailers
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Restrictions:	<input type="checkbox"/> Air Brakes	<input type="checkbox"/> School Bus	<input type="checkbox"/> Class A, except bus	<input type="checkbox"/> Class A, except tractor trailer double/triples	<input type="checkbox"/> Private/Chauffeur's
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**EMPLOYMENT OBJECTIVE**

Employment Objective – What kind of job are you interested in?	Do you have experience in this job? Yes      No
	If YES, Number of Years _____ Months _____

Desired Job Location: Within <input type="checkbox"/> 5 <input type="checkbox"/> 10 <input type="checkbox"/> 25 <input type="checkbox"/> 50 Miles of Zip Code _____ OR <input type="checkbox"/> Anywhere in RI OR Any Other State _____
---

**EMPLOYMENT HISTORY - If you have no prior employment history, please check this box**

**WORK HISTORY #1 - CURRENT OR MOST RECENT JOB**

Employer Name	Start Date: _____ (mm/dd/yyyy)	End Date: _____ (mm/dd/yyyy)
Address	City	State      Zip      Country
Job Title	Wage: \$ _____ Hour      Day      Week      Month      Year	Hours Worked Per Week

Reason for Leaving:	<input type="checkbox"/> Lay-off	<input type="checkbox"/> Terminated/Fired	<input type="checkbox"/> Better Opportunity	<input type="checkbox"/> Still Employed	<input type="checkbox"/> Resigned/Quit	<input type="checkbox"/> Job Ended	<input type="checkbox"/> Retired	<input type="checkbox"/> Other
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Duties

**WORK HISTORY #2**

Employer Name	Start Date: _____ (mm/dd/yyyy)	End Date: _____ (mm/dd/yyyy)
Address	City	State      Zip      Country

Job Title	Wage: \$ _____ Hour      Day      Week      Month      Year	Hours Worked Per Week		
Reason for Leaving: <input type="checkbox"/> Lay-off <input type="checkbox"/> Terminated/Fired <input type="checkbox"/> Better Opportunity <input type="checkbox"/> Still Employed <input type="checkbox"/> Resigned/Quit <input type="checkbox"/> Job Ended <input type="checkbox"/> Retired <input type="checkbox"/> Other				
Duties				
<b>WORK HISTORY #3</b>				
Employer Name	Start Date: _____ (mm/dd/yyyy)	End Date: _____ (mm/dd/yyyy)		
Address	City	State      Zip      Country		
Job Title	Wage: \$ _____ Hour      Day      Week      Month      Year	Hours Worked Per Week		
Reason for Leaving: <input type="checkbox"/> Lay-off <input type="checkbox"/> Terminated/Fired <input type="checkbox"/> Better Opportunity <input type="checkbox"/> Still Employed <input type="checkbox"/> Resigned/Quit <input type="checkbox"/> Job Ended <input type="checkbox"/> Retired <input type="checkbox"/> Other				
Duties				
<b>PUBLIC ASSISTANCE INFORMATION</b>				
In the last 26 weeks, have you or anyone in your household (including yourself and anyone related to you by blood, marriage or adoption) received or have been determined eligible to receive any of the following:				
TANF	<input type="checkbox"/> Yes <input type="checkbox"/> No	If receiving TANF, are you within 2 years of exhausting lifetime eligibility? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Food Stamps (SNAP)	<input type="checkbox"/> Yes <input type="checkbox"/> No			
SSI	<input type="checkbox"/> Yes <input type="checkbox"/> No			
SSDI	<input type="checkbox"/> Yes <input type="checkbox"/> No			
General Assistance	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>FAMILY &amp; FINANCIAL INFORMATION</b>				
Are you single, separated, divorced or a widowed individual who has primary responsibility for one or more dependents under the age of 18?      Yes      No				
List each person in your household, including yourself, who is related to you by blood, marriage or adoption. For each member, list the Source of Income (such as gross wages, pensions, social security, rental income or alimony) and the amount for the last 26 weeks. Do NOT include child support, unemployment, or public assistance amounts.				
<b>Name (First &amp; Last Name)</b>	<b>Relationship</b>	<b>Date of Birth</b>	<b>Source of Income</b>	<b>Amount (Last 26 weeks)</b>
SELF	N/A			\$
<b>TOTAL LAST 26 WEEKS INCOME</b>				<b>\$</b>
<b>ACTIVITIES (Please Tell us why you are here today (Check all that apply))</b>				
<input type="checkbox"/> Job Search	<input type="checkbox"/> Resume Preparation	<input type="checkbox"/> Orientation	<input type="checkbox"/> Workshop	<input type="checkbox"/> Job Fair/Recruitment
<input type="checkbox"/> Career Counseling	<input type="checkbox"/> Education Information (GED, ESL, Remedial)	<input type="checkbox"/> Training Information	<input type="checkbox"/> Labor Market Information	
<b>APPLICANT ASSURANCES &amp; RIGHTS</b>				
<p>The information on this application is true to the best of my knowledge. I realize that any false statements that I know I made may cause this application to be rejected, or if I am enrolled in a program, may result in my termination and possible prosecution. I also understand that I am not guaranteed employment or any services which the Department of Labor and Training administers. I understand that netWORKri is a partnership of agencies that provide employment and training services. This form and all my communications with netWORKri contain confidential information, and I understand that the information I provide to netWORKri may be shared with partner agencies for the purposes of employment and training services only. Any form of distribution, copying or forwarding or use of this information for other than its intended purpose is strictly prohibited and may be in violation of State and/or Federal law. I authorize release of this information to netWORKri Partner Agencies.</p> <p>If applying for Workforce Innovation and Opportunity Act (WIOA) services, I agree to allow netWORKri staff to verify any information I provided on this application to determine my eligibility for possible participation. I have read, understand, and received a copy of the Grievance Procedures outlining my right to file a written complaint regarding any aspect of the WIOA program.</p>				
I, _____, hereby certify that, to the best of my knowledge and belief, the information provided is true and that I agree to electronically sign this document.      YES      NO      DATE: _____ (mm/dd/yyyy)				

**\*\*\* FOR OFFICE USE ONLY \*\*\***

Displaced Homemaker:  Yes  No      Low Income:  Yes  No      Basic Skills Deficient:  YES  No  
Long Term Unemployed (more than 26 weeks):  Yes  No      Under Employed:  YES  No   
Meets Governors special barriers to employment  YES  No

<b>CLIENT / PROGRAM:</b>	<b>Unemployment Insurance (UI) Status</b>	<input type="checkbox"/> Wagner-Peysner
	<input type="checkbox"/> Neither Claimant nor Exhaustee	<input type="checkbox"/> Vets
	<input type="checkbox"/> Exhaustee State Issuing Benefits _____	<input type="checkbox"/> TAA
	<input type="checkbox"/> Claimant (Referred by WPRS)	<input type="checkbox"/> Adult Basic Career Services – Date of Participation _____
	<input type="checkbox"/> Claimant (Not Referred by WPRS)	<input type="checkbox"/> WIOA Adult – Date of Participation _____
	Date of Actual Qualifying Dislocation (mm/dd/yyyy) _____	<input type="checkbox"/> WIOA Dislocated Worker –Date of Participation _____
	<input type="checkbox"/> UI Pending	<input type="checkbox"/> NEG – Date of Participation _____

**Application Reviewed by:** Staff Name \_\_\_\_\_ Date: \_\_\_\_\_



# IMPLEMENTATION GRANT AWARD AGREEMENT FOR REAL JOBS RI PARTNERSHIP

**GRANTEE ID #:** \$grantee\_id\_

**GRANTOR**

\$f\_program.grantor  
\$f\_program.street\_address  
\$f\_program.city, \$f\_program.us\_state  
\$f\_program.zip\_or\_postal\_code

**GRANTEE**

\$company\_name  
\$address\_1\_and\_2\_comma\_formatted  
\$city0, \$state\_province \$zip\_or\_postal\_code0

This Real Jobs Rhode Island Program Award Agreement, hereinafter referred to as the **Agreement**, is entered into by and between the Rhode Island Department of Labor and Training hereinafter referred to as the **Grantor or Department**, and \$company\_name, hereinafter referred to as the **Grantee**, and validated by the signatures affixed below for the performance and delivery of all activities utilizing funds provided by the Grantor.

The Grantee agrees that it shall be in compliance with, and controlled by, the terms and language described in this Agreement.

The Grantee's performance of this Agreement shall commence on \$formula(dateformat("MMMMM d, yyyy",\$contract\_start\_date)) and shall continue through and including \$formula(dateformat("MMMMM d, yyyy",\$contract\_end\_date)).

In consideration for performance of the terms of this Agreement, the Grantee shall be entitled to receive program funds in the amounts specified in the Addendum to this Agreement (Addendum). This amount shall be paid in accordance with the terms of payment provisions set forth in this Agreement, contingent upon the issuance of an authorized Purchase Order.

**GRANTOR**

**GRANTEE**

\_\_\_\_\_  
*By*

\_\_\_\_\_  
*By*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

# GRANTEE CERTIFICATIONS

## 1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CERTIFICATION

Lower Tier Covered Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1.a. The Grantee attests that neither it, its principals, nor its partners are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency from applying for or receiving federal funds.

## 2. NONDISCRIMINATION AND EQUAL OPPORTUNITY COMPLIANCE CERTIFICATION

This certification is required by regulations implementing WIOA, "Nondiscrimination", and as promulgated in 29 CFR Parts 31 and 32.

2.a. The Grantee attests that it:

- (1) Shall not exclude any individual from participation in, deny the benefits of, subject to discrimination under, or deny employment in the administration of or in connection with any of its programs/services because of race, color, religion, sex, national origin, age, disability or political affiliation or belief.
- (2) Shall not employ participants on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- (3) Shall not discriminate, with respect to terms and conditions affecting or rights provided to participants in activities supported by funds provided under this Act, against such individuals solely because of their status as such participants.
- (4) Shall ensure that participation in programs and activities financially assisted in whole or in part under this Act shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General to work in the United States.

## 3. AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATION

3.a. The Grantee attests that it is in compliance with all applicable provisions of the Americans with Disabilities Act (ADA) and shall make any and all reasonable accommodation to provide access and equity of services to disabled persons applying to or enrolled in any program controlled by this Agreement.

## 4. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

4.a. The Grantee attests that it will provide a drug free workplace in accordance with 29 CFR Part 98 by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (2) Establishing an ongoing drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The grantee's policy of maintaining a drug-free workplace;
- (c) Any available drug counseling, rehabilitation and employee assistance programs; and
- (d) The penalties that may be imposed upon employees for drug abuse violations.

## 5. CONFLICT OF INTEREST CERTIFICATION

The Grantee attests that it and its principals are in compliance with the provisions of the Rhode Island "Conduct of Employee and Code of Ethics Law" (R.I.G.L. 36-14) as well as all applicable federal, state, and municipal ethics guidelines.

## 6. LOBBYING

The Grantee attests that it and its principals must comply with the restrictions on lobbying which are codified in the Department of Labor Regulations at 29CRF Part 93.

**The Grantee hereby certifies, by signature of its authorized representative affixed below, to all attestations identified above.**

---

*By*

---

*Date*

---

*Printed Name*

---

*Title*

**Section A**  
**General Provisions**

1. Term of Agreement.

- a) The Grantee's performance of this Agreement shall commence on \$formula(dateformat("MMMMM d, yyyy",\$contract\_start\_date)) and continue through and including \$formula(dateformat("MMMMM d, yyyy",\$contract\_end\_date)).
- b) This period of performance may be amended, extended or renewed only by duly signed written Agreement of the parties, except as otherwise noted in this Agreement.

2. Purpose.

- a) The purpose of the Real Jobs RI program is to create industry-led partnerships to address employers' workforce needs, advance the skills of Rhode Island workers, grow the State's economy, and increase sustainable employment opportunities for working families
- b) In reliance upon the representations and certifications contained in Grantee's Grant Proposal (the "**Proposal**") the Grantor has approved the award of funds to Grantee, contingent on the establishment of a Purchase Order.
- c) Grant funds are approved only for the express purpose(s) described in the 'Proposal Narrative' section of the Proposal and as described in the Addendum, and the activities described in the Addendum.
- d) Any additional grant funds awarded to Grantee during the life of this Agreement through the PITCH Process described herein are approved only for the express approved purposes(s) associated therewith and remain subject to and controlled by the terms of this Agreement.

**Section B**  
**Agreement**

**IN CONSIDERATION** of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Grantor and Grantee agree as follows:

1) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds up to the amounts set forth in the Addendum (the "**Grant**") to be used for the purposes of funding the Grantee's Proposal, including the Workforce Solution Plan, related implementation, budgets, and appendices, as amended and approved by the Department (herein collectively referred to as the "**Project**"), on file at the Department of Labor and Training.
- b) Grantee agrees to use the Grant only for the approved purposes and activities of the Project. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Real Jobs RI Solicitation for Implementation Grant Proposals.

- c) Grantee agrees that the Grant will be expended in conformity with the requirements and provisions of this Agreement, the Real Jobs RI Solicitation for Implementation Grant Proposals, the Grantee's Project on file at the Department of Labor and Training, and any approved amendments thereto, and any programmatic, financial, or other implementation policies determined by the Department.
- d) The Grantor reserves the right to amend or revise the requirements if necessary for the effective administration of the Real Jobs RI program.

2) Expenditure of Initial Grant Funds.

- a) All Grant funds shall be expended during the performance period.
- b) Grantee shall expend the Grant in accordance with the Approved Project Budget as agreed to between the parties in the Addendum. Grantee may not expend more than the amount allocated for any category in the Approved Project Budget without the prior written consent of the Grantor, except as otherwise indicated.
- c) All costs incurred by Grantee before the date of this Agreement and before approval by the Grantor of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense.
- d) If, upon completion of the Project, there are cost savings and/or unspent and unobligated disbursements, Grantee shall return any remaining Grant funds to the Department. If, upon completion of the Project, there are undisbursed funds, Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds.
- e) Grantee shall establish and maintain fiscal control of all Grant funds and shall comply with generally accepted accounting procedures (GAAP) for tracking of funds.
- f) Grantee agrees to abide by all relevant program rules and requirements for state and federal funds provided.
- g) Grantee shall be subject to financial review or audit by program monitors or other Department designees throughout the duration of the Grant Period and up to three years following the conclusion of the Grant. Monitoring will be conducted in a manner consistent with the requirements of the state or federal funding source provided.
- h) By accepting funds, the Grantee hereby agrees to repay any funds that have been determined by the Grantor to have been misspent, misapplied or otherwise not properly accounted for, and further agrees to pay any collections fees that may subsequently be imposed by the state or federal Government.

3) Expenditure of Additional Grant Funds – PITCH process

- a) By virtue of entering into this Agreement, Grantee becomes eligible to apply for additional Grant funds provided by the Grantor through the Real Jobs RI program PITCH process or any successor processor (any reference to the PITCH process hereinafter shall be deemed to include any successor process the Grantor may implement for the same purposes as the PITCH process). Any additional funds require a signed, written modification to this Agreement.

- b) Additional Grant Funds awarded through the PITCH process remain subject to and controlled by the terms and conditions of the Agreement.
  - c) Grantee shall expend Additional Grant Funds in accordance with an approved budget as agreed to between the parties, as evidenced by a signed writing. Additional Grant Funds shall be used for the express purposes(s) described in the Addendum. Grantee may not expend more than the amount allocated for any category in the Approved Budget without the prior written consent of the Grantor.
  - d) If, upon completion of the activities or project(s) described in the Addendum there are cost savings and/or unspent and unobligated disbursements, Grantee shall return any remaining Grant funds to the Grantor. If, upon completion of the activities or project(s) described in the Addendum there are undisbursed funds, Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds.
  - e) Grantee shall establish and maintain fiscal control of all Additional Grant funds and shall comply with generally accepted accounting procedures for tracking of funds.
  - f) Grantee agrees to abide by all relevant program rules and requirements for state and federal funds provided.
  - g) Grantee shall be subject to financial review or audit by program monitors or other Department designees throughout the duration of the Grant Period and up to three years following the conclusion of the Grant. Monitoring will be conducted in a manner consistent with the requirements of the state or federal funding source provided.
  - h) By accepting additional grant funds, the Grantee agrees to repay any funds that have been determined by the Department to have been misspent, misapplied or otherwise not properly accounted for, and further agrees to pay any collections fees that may subsequently be imposed by the state or federal Government.
- 4) Commencement and Completion of the Project; Inspection and Supervision; Licensing, Approval, and Compliance; Subgrantees; Changes.
- a) The parties shall develop an Award Addendum, including specific benchmarks throughout the course of the Grant Period upon execution of this Agreement (the **"Addendum"**).
  - b) Grantee shall commence the Project on the commencement date set forth on the cover of this Agreement or an alternative date to be determined between the parties (the **"Commencement Date"**).
  - c) Grantee shall complete the Project on the date set forth in the Addendum (the **"Completion Date"**), but not later than the completion date set forth on the cover of this Agreement.
  - d) The Grantor may, as it deems necessary, supervise, evaluate and provide guidance and direction to Grantee in the conduct of activities performed under this Grant. However failure of the Department to supervise, evaluate, or provide guidance and direction shall not relieve Grantee of any liability for failure to comply with the terms of the Grant award.

- e) The Department must approve in a signed writing, except where otherwise indicated, all changes to the Project, including, but not limited to, modifications to the scope of work and approved budget.
  - f) Requests for Grant extension must be submitted in writing at least ninety (90) days prior to the end of the Grant period, and are determined at the sole discretion of the Grantor.
  - g) Grantee ensures that all Partners, Training Providers, and/or Subgrantees involved in the Partnership possess and maintain any and all necessary licenses and approvals, certifications, and are in, and will remain in, compliance with all applicable State and federal laws and regulations.
  - h) Grantee shall ensure that all necessary approvals for the commencement of Project have been obtained, including all applicable certificates, permits and licenses. Grantee shall maintain all certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project throughout the duration of the Project. Grantee shall provide the Grantor access to inspect all applicable certificates, permits and licenses. Grantee shall maintain all certifications, licenses, permits, and approvals necessary to operate the Project, including by providing to the Grantor, within seven (7) days upon request, certified copies thereof. If certified copies are not available, Grantee shall, within seven (7) days of the request, inform the Grantor and make alternative arrangements for review.
- 5) Conditions Precedent to Disbursement of the Grant. The Grantor shall not disburse Grant funding until Grantee has complied with all other terms and conditions of the Grant as required by the Grantor to the Grantor's satisfaction.
- 6) Required Registration on State Eligible Training Provider List. As part of this Agreement, grantee agrees to register as an Eligible Training Provider as required to receive federal Workforce Investment and Opportunity Act funds, if such registration is determined necessary by the Grantor. If training is being provided by a third party, grantee agrees to assist the Grantor in registering said third party as an Eligible Training Provider, if such registration is determined necessary by the Grantor.
- 7) Leveraged Resources.
- a) In addition to the Grant, Grantee may: (i) be in the process of obtaining written commitments to receive other funds and in-kind contributions for the Project; (ii) have written commitments to receive other funds and in-kind contributions for the Project; or (iii) have already received other funds and in-kind contributions for the Project (collectively, "**Leveraged Resources**").
  - b) If Leveraged Resources are used, Grantee shall maintain a record of such resources by source, use and amount. Such resources may be used only for costs allowable under the terms of the Project, and any mutually agreed upon amendments thereto.
  - c) Upon request, Grantee shall provide the Grantor with information and documentation in forms acceptable to the Grantor regarding the Leveraged Resources. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Leveraged Resources. In the event the Grantor determines, in its sole discretion, that all or any portion of the Leveraged Resources are not available, are not going to be disbursed to Grantee for any reason, or that Leveraged Resources received by Grantee have not been properly expended, the Grantor may, in

its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

8) Disbursement of the Grant.

- a) The Grantor may issue guidelines for the disbursement of grant funding. Grantee agrees that disbursement will be under the terms of any issued guidelines.
- b) In addition to the foregoing, methods of funding and disbursement of the Grant will be determined by the Grantor based on the activities in the grantee's Proposal and Addenda, as amended and approved by the Grantor.

9) Participant Management and Information Security

- a) Grantee agrees to assist in the enrollment of all training participants as required by the Grantor, including obtaining participant and parent/guardian consent if under 18 to the use and disclosure of personal data and information in furtherance of the objectives and goals of the Real Jobs RI program.
- b) Grantee will provide the Grantor with timely updates and information on participants as required.
- c) Grantee will notify the Grantor of any participants that leave or otherwise discontinue training through regular program reporting.
- d) Grantee will regard electronic data and any other manually maintained records on participants as confidential in nature, to be held in trust, and will protect and cause to be protected such data against unauthorized disclosure and/or use. These data may include, but are not limited to: name, address, social security number, telephone number, age, sex, ethnic background, wage, employment, tax information, user name, logon identification numbers, password, or any other information gathered either from individuals or from other Partners that is personal or confidential in nature. The Grantor reserves the right to require the Grantee, or any funding recipient, to identify and describe its data protection plan and policies. The Grantor may, at its sole discretion, prescribe a data protection plan or system for use by the Partnership or any funding recipient.
- e) Grantee ensures that they will:
  - i) Collect personal information and data reasonably needed to accomplish legitimate purposes;
  - ii) Securely store and protect personal information and data against unauthorized access, destruction, use, modification, disclosure and loss;
  - iii) Disclose personal information and data only on a need to know basis;
  - iv) Protect the security of social security numbers and dispose of any documents containing them in an appropriate and secure manner;
  - v) Destroy personal information and data as soon as it is no longer needed or required to be maintained under state or federal law;
  - vi) Address administrative, technical, and physical safeguards;
  - vii) Notify the Grantor immediately of any unauthorized disclosure or destruction of personal or confidential information and take further steps to avoid an additional breach of security.

10) Records, Inspections, Reports and Evaluation.

a) Records:

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors or Partner Meetings if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Grantor. Grantee shall retain the Records for four (4) years following the date the Grantor approves the Final Report described in Section 9(c) below.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Grantor for inspection upon request, during the term of the Agreement and for a period of four (4) years following the date the Grantor approves the Final Report. The Grantee shall permit the Grantor to perform program monitoring, evaluation and audit activities as determined to be necessary, at the sole discretion of the Grantor throughout the Grant period and through the subsequent record retention period.
- iii) Grantee shall cause to be maintained for the Grantor's inspection the books, accounts, and records of contractors and Subgrantees in connection with the Project for four (4) years past the date of termination of the contractual relationship between the contractor and Grantee.

b) During the term of this Agreement and for a period of four (4) years following the date the Department approves the Final Report, Grantee shall permit the Grantor to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement. This provision, and the foregoing provision, shall survive the term of this Agreement.

c) Grantee agrees to comply with guidelines issued by the Grantor and submit such reports as the Grantor shall require.

d) In addition to the requirements set forth above, Grantee shall provide the Grantor with such additional records, reports, and other documentation as may be required by the Grantor.

e) Grantee agrees to cooperate with and assist with any Department-initiated evaluation or third-party evaluation commissioned by the Department, including aiding in the collection of data and/or conducting surveys or interviews among partnership members.

11) Guidelines. Grantee agrees to comply with applicable program guidelines issued by the Grantor.

12) Default and Remedies.

a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, Agreement, or certification contained in this Agreement; (ii) the failure to perform any provision of this Agreement or other obligation agreed to in relation to the Project, in the Grantor's sole determination; (iii) the expenditure of Grant funds for any use other than as provided in the Addendum; iv) the failure to commence or complete the Project by the dates set forth in the Addendum, or otherwise unsatisfactory performance or completion of the Project, in the Grantor's sole determination; (v) Grantee's bankruptcy, insolvency,

or the dissolution or liquidation of Grantee's business organization or assets; or (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Grantor's sole discretion.

- b) The Grantor shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Grantor shall have the right to withhold disbursement or terminate this Agreement by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Grantor's right to terminate this Agreement shall be immediate.
- c) In addition to the foregoing, the Grantor may terminate this contract at any time by giving written notice issued by the Grantor to the Grantee of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials and equipment shall, at the option of the Grantor, become its property.
- d) If the Grantee fails to perform in a timely and proper manner its obligations under this contract, or if the Grantee violates any of the terms, covenants and/or conditions of this contract, or fails to make sufficient progress so as to endanger performance, the Grantor may terminate this contract, in whole or in part, by giving thirty (30) day written notice of termination to the Grantee of said termination, specifying the reason(s) thereof.
- e) This contract may be terminated immediately in the event of fraud or program abuse.
- f) The Grantor may terminate this contract, in whole or in part, upon a thirty (30) day written notice of termination based upon funding availability as described herein.
- g) In the event of termination by the Grantor:
  - i) The Grantor may withhold disbursement of Grant funds. Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds.
  - ii) The Grantor may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Grantor in recovery proceedings; or
  - iii) The Grantor, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Grantor in recovery proceedings.
- h) The Parties may, in a signed writing, mutually agree to terminate this Agreement without cause. Termination of the Agreement will not release the party(ies) from any prior commitments, obligations, or transactions occurring prior to the effective date of termination or any non-cancellable obligations that may extend beyond the termination date.
- i) In addition to the rights and remedies contained in this Agreement, the Grantor at any time may proceed to protect and enforce all rights available to the Grantor by suit in

equity, action at law, or by any other appropriate proceedings, all of which shall survive the term and/or termination of this Agreement.

- j) Grantee agrees to return any remaining proceeds of the Grant to the Grantor upon termination of the Agreement, whether due to default, mutual Agreement, or completion of the Project.

13) Additional Certifications.

Grantee certifies that:

- a) Grantee has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) The acceptance of the Grant and the entering into of the Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and Agreements of Grantee.
- c) The representations, statements, and other matters contained in the Approved Proposal and any amendments thereto are and remain true and complete in all material respects.
- d) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- e) Grantee will operate this Project in compliance with State and federal laws and regulations and acknowledges that:
  - i) This Agreement may be terminated without penalty, if the grantee or any subgrantee, or contractor or any subcontractor engages in severe forms of trafficking in persons, or has procured a commercial sex act during the period of time that the grant is in effect, or uses forced labor in performance of the grant, or engages in acts that directly support or advance trafficking in persons.
  - ii) Grantees are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
  - iii) Grantees are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct activities related to the Grant.

- 14) Liability. Grantee shall hold harmless and indemnify the Grantor and the State of Rhode Island (State) from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Grantee or its Subgrantees or subcontractors under this Grant. This indemnification clause shall not be construed to mean that the Grantee shall indemnify the Grantor or the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the Department or the State or the State's employees. The Grantor and the State have no obligation to provide legal counsel or defense or to the Grantee or its Subgrantees or subcontractors in the event that a suit, claim, or action of any character is brought by any

person as a result of or relating to the Grantees performance under this Grant. The State has no obligation for the payment of any judgments or the settlement of any claims against the Grantee or its Subgrantees or subcontractors as a result of or relating to the Grantees performance under this Grant. The Grantor and State are not deemed to have waived any immunity that may exist in law, regulation or otherwise. This Section shall survive the term of this Agreement.

- 15) Indemnification. Grantee agrees that all costs incurred by the Grantor or State as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, including reasonable attorney's fees, shall be immediately, and without notice, due and payable by Grantee to the Grantor. Any assumption of liability or indemnification is not to be deemed as a waiver to any immunity that may exist in law, regulation or otherwise. Grantee's obligation to indemnify the Department shall survive the term of this Agreement.
- 16) Personnel. Personnel employed directly or indirectly by the Grantee under this Agreement, shall not be considered employees of the Grantor. The Grantee shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation, religion or physical or mental disability. The Grantee agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment. The Grantee shall ensure that a Sexual Harassment Policy is included in its personnel procedures.
- 17) Applicability to Subgrantees, Contractors, and Agents. Where performance of the Project is to be carried out by any Subgrantee, contractor, or agent of Grantee, Grantee shall make the provisions of this Agreement binding on such Subgrantee, contractor, or agent. This shall be accomplished by a written Agreement or contract between Grantee and any Subgrantee, contractor, or agent. The term "**Grantee**" as used in this Agreement, shall be interpreted to include any Subgrantee, contractor, or agent of Grantee. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement.

18) Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, may be delivered:

a) Via electronic mail to the Grantee's assigned Grant Advisor, or

b) By mail to:

Department of Labor & Training – Real Jobs RI  
1511 Pontiac Avenue  
Cranston, RI 02920  
Attn: Alyssa Alvarado

c) Communications to Grantee shall be directed to the party identified in the Proposal as the Lead Applicant.

19) Amendment. This Agreement may not be amended except by a written instrument executed by the Department and Grantee.

20) Assignment. This Agreement may not be assigned without the prior written approval of the Department.

- 21) Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral and written Agreements not otherwise incorporated into this Agreement between the parties hereto with respect to the Grant.
- 22) Governing Law. This Agreement shall be governed by, subject to, and construed according to the laws of the State of Rhode Island and Providence Plantations. The Grantee, Subgrantees, and their contractors shall comply with all applicable federal, State, and local laws.
- 23) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Grantor (the "**Effective Date**").
- 24) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Grantor to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 25) Delay Does Not Constitute Waiver. No failure or delay of the Grantor to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or Agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.
- 26) Progress of the Project. If the Project is not being completed in a manner satisfactory to the Grantor, or Grantee has violated a provision of this Agreement, prior to the Grantor declaring a default, the Grantor may require Grantee to accept additional technical assistance the Grantor feels is necessary for the Project to proceed in a manner acceptable to the Grantor.
- 27) Due Credit. Grantee shall give due credit to the Department of Labor and Training and/or the Real Jobs RI program. The Department shall be credited on all media announcements, billboards, and educational materials produced under the scope of this Grant award by the inclusion, where feasible, of the following language: "This project was funded in whole or in part through funds received from Real Jobs RI, an initiative of the Rhode Island Department of Labor and Training." or, when appropriate, "A proud partner of the Real Jobs RI program."
- 28) Waiver of Rhode Island's Access to Public Records Act. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department is required to disclose information about the Project to the Rhode Island General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. Such information that may be disclosed to any of the foregoing, including the public, may include the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application, and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. This information may be confidential under Rhode Island's **Access to Public Records Act**, Chapter 38-2 of the Rhode Island General Laws. If Grantee does not want this information made available to the above referenced parties, Grantee must attach a written objection to this Agreement.

- 29) Contingent Upon Appropriations. If the Federal and/or State government fail to appropriate funds or if funds are not otherwise made available for continued performance for any period of this Agreement, this Agreement must be cancelled automatically as of the beginning of the period for which funds were not appropriated or otherwise made available. Cancellation does not affect either the State's rights or either Party's right under any termination clause in this Agreement. The effect of cancellation of the Agreement hereunder will be to discharge both Parties and the State agencies from future performance of the Agreement, but not from their rights and obligations existing at the time of termination.
- 30) Severability. If any provision in this contract is determined to be illegal, unenforceable or void by a court of competent jurisdiction, then said provision shall be deemed severed from this contract. All other provisions of this contract shall continue in full force.



# IMPLEMENTATION GRANT AWARD AGREEMENT FOR REAL PATHWAYS RI PARTNERSHIP

**GRANTEE ID #:** \$grantee\_id\_

**GRANTOR**

**GRANTEE**

\$f\_program.grantor

\$company\_name

\$f\_program.street\_address

\$address\_1\_and\_2\_comma\_formatted

\$f\_program.city, \$f\_program.us\_state

\$f\_program.zip\_or\_postal\_code

\$city0, \$state\_province \$zip\_or\_postal\_code0

This Real Pathways Program Award Agreement, hereinafter referred to as the **Agreement** is entered into by and between the Governor’s Workforce Board of Rhode Island hereinafter referred to as the **Grantor** or **Governor’s Workforce Board**, and \$company\_name, hereinafter referred to as the **Grantee**, and validated by the signatures affixed below for the performance and delivery of all activities utilizing funds provided by the Grantor.

The Grantee agrees that it shall be in compliance with, and controlled by, the terms and language described in this Agreement.

The Grantee’s performance of this Agreement shall commence on \$formula(dateformat("MMMMM d, yyyy",\$contract\_start\_date)) and shall continue through and including \$formula(dateformat("MMMMM d, yyyy",\$contract\_end\_date)).

In consideration for performance of the terms of this Agreement, the Grantee shall be entitled to receive program funds in the amounts specified in the Addendum to this Agreement (Addendum). This amount shall be paid in accordance with the terms of payment provisions set forth in this Agreement, contingent upon the issuance of an authorized Purchase Order Number.

**GRANTOR**

**GRANTEE**

By \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# GRANTEE CERTIFICATIONS

## 1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CERTIFICATION

Lower Tier Covered Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1.a. The Grantee attests that neither it, its principals, nor its partners are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency from applying for or receiving federal funds.

## 2. NONDISCRIMINATION AND EQUAL OPPORTUNITY COMPLIANCE CERTIFICATION

This certification is required by regulations implementing WIOA, "Nondiscrimination", and as promulgated in 29 CFR Parts 31 and 32.

2.a. The Grantee attests that it:

- (1) Shall not exclude any individual from participation in, deny the benefits of, subject to discrimination under, or deny employment in the administration of or in connection with any of its programs/services because of race, color, religion, sex, national origin, age, disability or political affiliation or belief.
- (2) Shall not employ participants on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- (3) Shall not discriminate, with respect to terms and conditions affecting or rights provided to participants in activities supported by funds provided under this Act, against such individuals solely because of their status as such participants.
- (4) Shall ensure that participation in programs and activities financially assisted in whole or in part under this Act shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General to work in the United States.

## 3. AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATION

3.a. The Grantee attests that it is in compliance with all applicable provisions of the Americans with Disabilities Act (ADA) and shall make any and all reasonable accommodation to provide access and equity of services to disabled persons applying to or enrolled in any program controlled by this Agreement.

## 4. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

4.a. The Grantee attests that it will provide a drug free workplace in accordance with 29 CFR Part 98 by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (2) Establishing an ongoing drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The grantee's policy of maintaining a drug-free workplace;
- (c) Any available drug counseling, rehabilitation and employee assistance programs; and
- (d) The penalties that may be imposed upon employees for drug abuse violations.

## 5. CONFLICT OF INTEREST CERTIFICATION

The Grantee attests that it and its principals are in compliance with the provisions of the Rhode Island "Conduct of Employee and Code of Ethics Law" (R.I.G.L. 36-14) as well as all applicable federal, state, and municipal ethics guidelines.

## 6. LOBBYING

The Grantee attests that it and its principals must comply with the restrictions on lobbying which are codified in the Department of Labor Regulations at 29CRF Part 93.

**The Grantee hereby certifies, by signature of its authorized representative affixed below, to all attestations identified above.**

---

*By*

---

*Date*

---

*Printed Name*

---

*Title*

**Section A**  
**General Provisions**

1. Term of Agreement.

- a) The Grantee's performance of this Agreement shall commence on \$formula(dateformat("MMMMM d, yyyy",\$contract\_start\_date)) and continue through and including \$formula(dateformat("MMMMM d, yyyy",\$contract\_end\_date)).
- b) This period of performance may be amended, extended or renewed only by duly signed written Agreement of the parties, except as otherwise noted in this Agreement.

2. Purpose.

- a) The purpose of the Real Pathways RI program is to create community-based partnerships to address employers' workforce needs, advance the skills of Rhode Island workers, grow the State's economy, and increase sustainable employment opportunities for working families.
- b) In reliance upon the representations and certifications contained in Grantee's Grant Proposal (the "**Proposal**") the Grantor has approved the award of funds to Grantee, contingent on the establishment of a Purchase Order.
- c) Grant funds are approved only for the express purpose(s) described in the 'Proposal Narrative' section of the Proposal and as described in the Addendum, and the activities described in the Addendum.
- d) Any additional grant funds awarded to Grantee during the life of this Agreement described herein shall be only for the express approved purposes(s) associated therewith and shall be subject to and controlled by the terms of this Agreement.
- e) Any additional grant funds awarded to Grantee during the life of this Agreement through the PITCH Process described herein are approved only for the express approved purposes(s) associated therewith and remain subject to and controlled by the terms of this Agreement.

**Section B**  
**Agreement**

**IN CONSIDERATION** of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Grantor and Grantee agree as follows:

1) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Grantor agrees to provide Grantee with funds up to the amounts set forth in the Addendum (the "**Grant**") to be used for the purposes of funding the Grantee's Proposal, including the Narrative, related implementation plans, budgets, and appendices, as amended and approved by the Grantor (herein collectively referred to as the "**Project**"), on file with the Governor's Workforce Board.

- b) Grantee agrees to use the Grant only for the approved purposes and activities of the Project. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Real Pathways RI Solicitation.
- c) Grantee agrees that the Grant will be expended in conformity with the requirements and provisions of this Agreement, the Real Pathways RI Solicitation, the Grantee's Project on file with the Governor's Workforce Board, and any approved amendments thereto, and any programmatic, financial, or other implementation policies or guidelines determined or issued by the Grantor during the term of this Agreement.
- d) The Grantor reserves the right to amend or revise the requirements if necessary for the effective administration of the Real Pathways RI program.

2) Expenditure of Initial Grant Funds.

- a) All Grant funds shall be expended during the performance period.
- b) Grantee shall expend the Grant in accordance with the Approved Project Budget as agreed to between the parties in the Addendum. Grantee may not expend more than the amount allocated for any category in the Approved Project Budget without the prior written consent of the Grantor, except as otherwise indicated.
- c) All costs incurred by Grantee before the date of this Agreement and before approval by the Grantor of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense.
- d) If, upon completion of the Project, there are cost savings and/or unspent and unobligated disbursements, Grantee shall return any remaining Grant funds to the Grantor. If, upon completion of the Project, there are undisbursed funds, Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds.
- e) Grantee shall establish and maintain fiscal control of all Grant funds and shall comply with generally accepted accounting procedures (GAAP) for tracking of funds.
- f) Grantee agrees to abide by all relevant program rules and requirements for state and federal funds provided.
- g) Grantee shall be subject to financial review or audit by Program Monitors or other Governor's Workforce Board designees throughout the duration of the Grant Period and up to three years following the conclusion of the Grant. Monitoring will be conducted in a manner consistent with the requirements of the state or federal funding source provided.
- h) By accepting funds, the Grantee hereby agrees to repay any funds that have been determined by the Grantor to have been misspent, misapplied or otherwise not properly accounted for, and further agrees to pay any collections fees that may subsequently be imposed by the state or federal Government.

3) Expenditure of Additional Grant Funds – PITCH process

- a) By virtue of entering into this Agreement, Grantee becomes eligible to apply for additional Grant funds provided by the Governor's Workforce Board through the Real Pathways RI program PITCH process or any successor processor (any reference to the PITCH process hereinafter shall be deemed to include any successor process the Grantor may implement

for the same purposes as the PITCH process). Any additional funds require a signed, written modification to this Agreement.

- b) Additional Grant Funds awarded through the PITCH process remain subject to and controlled by the terms and conditions of the Agreement.
  - c) Grantee shall expend Additional Grant Funds in accordance with an approved budget as agreed to between the parties, as evidenced by a signed writing. Additional Grant Funds shall be used for the express purposes(s) described in the Addendum. Grantee may not expend more than the amount allocated for any category in the Approved Budget without the prior written consent of the Grantor.
  - d) If, upon completion of the activities or project(s) described in the Addendum there are cost savings and/or unspent and unobligated disbursements, Grantee shall return any remaining Grant funds to the Grantor. If, upon completion of the activities or project(s) described in the Addendum there are undisbursed funds, Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds.
  - e) Grantee shall establish and maintain fiscal control of all Additional Grant funds and shall comply with generally accepted accounting procedures for tracking of funds.
  - f) Grantee agrees to abide by all relevant program rules and requirements for state and federal funds provided.
  - g) Grantee shall be subject to financial review or audit by program monitors or other Governor's Workforce Board designees throughout the duration of the Grant Period and up to three years following the conclusion of the Grant. Monitoring will be conducted in a manner consistent with the requirements of the state or federal funding source provided.
  - h) By accepting additional grant funds, the Grantee agrees to repay any funds that have been determined by the Grantor to have been misspent, misapplied or otherwise not properly accounted for, and further agrees to pay any collections fees that may subsequently be imposed by the state or federal Government.
- 4) Commencement and Completion of the Project; Inspection and Supervision; Licensing, Approval, and Compliance; Subgrantees; Changes.
- a) The parties shall develop an Award Addendum, including specific benchmarks throughout the course of the Grant Period upon execution of this Agreement (the "**Addendum**").
  - b) Grantee shall commence the Project on the commencement date set forth on the cover of this Agreement or an alternative date to be determined between the parties (the "**Commencement Date**").
  - c) Grantee shall complete the Project on the date set forth in the Addendum (the "**Completion Date**"), but not later than the completion date set forth on the cover of this Agreement.
  - d) The Grantor may, as it deems necessary, supervise, evaluate and provide guidance and direction to Grantee in the conduct of activities performed under this Grant. However failure of the Grantor to supervise, evaluate, or provide guidance and direction shall not relieve Grantee of any liability for failure to comply with the terms of the Grant award.

- e) The Grantor must approve in a signed writing, except where otherwise indicated, all changes to the Project, including, but not limited to, modifications to the scope of work and approved budget.
  - f) Requests for Grant extension must be submitted in writing at least ninety (90) days prior to the end of the Grant period, and are determined at the sole discretion of the Grantor.
  - g) Grantee ensures that all Partners, Training Providers, and/or Subgrantees involved in the Partnership possess and maintain any and all necessary licenses and approvals, certifications, and are in, and will remain in, compliance with all applicable State and federal laws and regulations.
  - h) Grantee shall ensure that all necessary approvals for the commencement of Project have been obtained, including all applicable certificates, permits and licenses. Grantee shall maintain all certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project throughout the duration of the Project. Grantee shall provide the Grantor access to inspect all applicable certificates, permits and licenses. Grantee shall maintain all certifications, licenses, permits, and approvals necessary to operate the Project, including by providing to the Grantor, within seven (7) days upon request, certified copies thereof. If certified copies are not available, Grantee shall, within seven (7) days of the request, inform the Grantor and make alternative arrangements for review.
- 5) Conditions Precedent to Disbursement of the Grant. The Grantor shall not disburse Grant funding until Grantee has complied with all other terms and conditions of the Grant as required by the Grantor to the Grantor's satisfaction.
- 6) Required Registration on State Eligible Training Provider List. As part of this Agreement, grantee agrees to register as an Eligible Training Provider as required to receive federal Workforce Investment and Opportunity Act funds, if such registration is determined necessary by the Grantor. If training is being provided by a third party, grantee agrees to assist the Grantor in registering said third party as an Eligible Training Provider, if such registration is determined necessary by the Grantor.
- 7) Leveraged Resources.
- a) In addition to the Grant, Grantee may: (i) be in the process of obtaining written commitments to receive other funds and in-kind contributions for the Project; (ii) have written commitments to receive other funds and in-kind contributions for the Project; or (iii) have already received other funds and in-kind contributions for the Project (collectively, "**Leveraged Resources**").
  - b) If Leveraged Resources are used, Grantee shall maintain a record of such resources by source, use and amount. Such resources may be used only for costs allowable under the terms of the Project, and any mutually agreed upon amendments thereto.
  - c) Upon request, Grantee shall provide the Grantor with information and documentation in forms acceptable to the Grantor regarding the Leveraged Resources. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Leveraged Resources. In the event the Grantor determines, in its sole discretion, that all or any portion of the Leveraged Resources are not available, are not going to be disbursed to Grantee for any reason, or that Leveraged

Resources received by Grantee have not been properly expended, the Grantor may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

8) Disbursement of the Grant.

- a) The Governor's Workforce Board and/or the Department of Labor and Training may issue guidelines for the disbursement of grant funding. Grantee agrees that disbursement will be under the terms of any issued guidelines.
- b) In addition to the foregoing, methods of funding and disbursement of the Grant will be determined by the Grantor based on the activities in the grantee's Proposal and Addenda, as amended and approved by the Grantor.

9) Participant Management and Information Security

- a) Grantee agrees to assist in the enrollment of all training participants as required by the Grantor, including obtaining participant and parent/guardian consent if under 18 to the use and disclosure of personal data and information in furtherance of the objectives and goals of the Real Pathways RI program.
- b) Grantee will provide the Grantor with timely updates and information on participants as required.
- c) Grantee will notify the Grantor of any participants that leave or otherwise discontinue training through regular program reporting.
- d) Grantee will regard electronic data and any other manually maintained records on participants as confidential in nature, to be held in trust, and will protect and cause to be protected such data against unauthorized disclosure and/or use. These data may include, but are not limited to: name, address, social security number, telephone number, age, sex, ethnic background, wage, employment, tax information, user name, logon identification numbers, password, or any other information gathered either from individuals or from other Partners that is personal or confidential in nature. The Grantor reserves the right to require the Grantee, or any funding recipient, to identify and describe its data protection plan and policies. The Grantor may, at its sole discretion, prescribe a data protection plan or system for use by the Partnership or any funding recipient.
- e) Grantee ensures that they will:
  - i) Collect personal information and data reasonably needed to accomplish legitimate purposes;
  - ii) Securely store and protect personal information and data against unauthorized access, destruction, use, modification, disclosure and loss;
  - iii) Disclose personal information and data only on a need to know basis;
  - iv) Protect the security of social security numbers and dispose of any documents containing them in an appropriate and secure manner;
  - v) Destroy personal information and data as soon as it is no longer needed or required to be maintained under state or federal law;
  - vi) Address administrative, technical, and physical safeguards;
  - vii) Notify the Grantor immediately of any unauthorized disclosure or destruction of personal or confidential information and take further steps to avoid an additional breach of security.

10) Records, Inspections, Reports and Evaluation.

a) Records:

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors or Partner Meetings if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Grantor. Grantee shall retain the Records for four (4) years following the date the Grantor approves the Final Report described in Section 9(c) below.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Grantor for inspection upon request, during the term of the Agreement and for a period of four (4) years following the date the Grantor approves the Final Report. The Grantee shall permit the Grantor to perform program monitoring, evaluation and audit activities as determined to be necessary, at the sole discretion of the Grantor throughout the Grant period and through the subsequent record retention period.
- iii) Grantee shall cause to be maintained for the Grantor's inspection the books, accounts, and records of contractors and Subgrantees in connection with the Project for four (4) years past the date of termination of the contractual relationship between the contractor and Grantee.

b) During the term of this Agreement and for a period of four (4) years following the date the Department approves the Final Report, Grantee shall permit the Grantor to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement. This provision, and the foregoing provision, shall survive the term of this Agreement.

c) Grantee agrees to comply with guidelines issued by the Grantor and submit such reports as the Grantor shall require.

d) In addition to the requirements set forth above, Grantee shall provide the Grantor with such additional records, reports, and other documentation as may be required by the Grantor.

e) Grantee agrees to cooperate with and assist with any evaluation or third-party evaluation commissioned by the Grantor, including aiding in the collection of data and/or conducting surveys or interviews among partnership members.

11) Guidelines. Grantee agrees to comply with applicable program guidelines issued by the Grantor.

12) Default and Remedies.

a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, Agreement, or certification contained in this Agreement; (ii) the failure to perform any provision of this Agreement or other obligation agreed to in relation to the Project, in the Grantor's sole determination; (iii) the expenditure of Grant funds for any use other than as provided in the Addendum; iv) the failure to commence or complete the Project by the

dates set forth in the Addendum, or otherwise unsatisfactory performance or completion of the Project, in the Grantor's sole determination; (v) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; or (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Grantor's sole discretion.

- b) The Grantor shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Grantor shall have the right to withhold disbursement or terminate this Agreement by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Grantor's right to terminate this Agreement shall be immediate.
- c) In addition to the foregoing, the Grantor may terminate this contract at any time by giving written notice issued by the Grantor to the Grantee of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials and equipment shall, at the option of the Grantor, become its property.
- d) If the Grantee fails to perform in a timely and proper manner its obligations under this contract, or if the Grantee violates any of the terms, covenants and/or conditions of this contract, or fails to make sufficient progress so as to endanger performance, the Grantor may terminate this contract, in whole or in part, by giving thirty (30) day written notice of termination to the Grantee of said termination, specifying the reason(s) thereof.
- e) This contract may be terminated immediately in the event of fraud or program abuse.
- f) The Grantor may terminate this contract, in whole or in part, upon a thirty (30) day written notice of termination based upon funding availability as described herein.
- g) In the event of termination by the Grantor:
  - i) The Grantor may withhold disbursement of Grant funds. Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds.
  - ii) The Grantor may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Grantor in recovery proceedings; or
  - iii) The Grantor, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Grantor in recovery proceedings.
- h) The Parties may, in a signed writing, mutually agree to terminate this Agreement without cause. Termination of the Agreement will not release the party(ies) from any prior commitments, obligations, or transactions occurring prior to the effective date of termination or any non-cancellable obligations that may extend beyond the termination date.

- i) In addition to the rights and remedies contained in this Agreement, the Grantor at any time may proceed to protect and enforce all rights available to the Grantor by suit in equity, action at law, or by any other appropriate proceedings, all of which shall survive the term and/or termination of this Agreement.
- j) Grantee agrees to return any remaining proceeds of the Grant to the Grantor upon termination of the Agreement, whether due to default, mutual Agreement, or completion of the Project.

13) Additional Certifications.

Grantee certifies that:

- a) Grantee has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) The acceptance of the Grant and the entering into of the Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and Agreements of Grantee.
- c) The representations, statements, and other matters contained in the Approved Proposal and any amendments thereto are and remain true and complete in all material respects.
- d) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- e) Grantee will operate this Project in compliance with State and federal laws and regulations and acknowledges that:
  - i) This Agreement may be terminated without penalty, if the grantee or any subgrantee, or contractor or any subcontractor engages in severe forms of trafficking in persons, or has procured a commercial sex act during the period of time that the grant is in effect, or uses forced labor in performance of the grant, or engages in acts that directly support or advance trafficking in persons.
  - ii) Grantees are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
  - iii) Grantees are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct activities related to the Grant.

14) Liability. Grantee shall hold harmless and indemnify the Grantor and the State of Rhode Island (State) from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Grantee or its Subgrantees or subcontractors under this Grant. This indemnification clause shall not be construed to mean that the Grantee shall indemnify the Grantor or the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the Governor's Workforce Board or the State or the State's employees. The Governor's

Workforce Board and the State have no obligation to provide legal counsel or defense or to the Grantee or its Subgrantees or subcontractors in the event that a suit, claim, or action of any character is brought by any person as a result of or relating to the Grantees performance under this Grant. The State has no obligation for the payment of any judgments or the settlement of any claims against the Grantee or its Subgrantees or subcontractors as a result of or relating to the Grantees performance under this Grant. The Governor's Workforce Board and State are not deemed to have waived any immunity that may exist in law, regulation or otherwise. This Section shall survive the term of this Agreement.

- 15) Indemnification. Grantee agrees that all costs incurred by the Grantor or State as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, including reasonable attorney's fees, shall be immediately, and without notice, due and payable by Grantee to the Grantor. Any assumption of liability or indemnification is not to be deemed as a waiver to any immunity that may exist in law, regulation or otherwise. Grantee's obligation to indemnify the Grantor shall survive the term of this Agreement.
- 16) Personnel. Personnel employed directly or indirectly by the Grantee under this Agreement, shall not be considered employees of the Governor's Workforce Board. The Grantee shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation, religion or physical or mental disability. The Grantee agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment. The Grantee shall ensure that a Sexual Harassment Policy is included in its personnel procedures.
- 17) Applicability to Subgrantees, Contractors, and Agents. Where performance of the Project is to be carried out by any Subgrantee, contractor, or agent of Grantee, Grantee shall make the provisions of this Agreement binding on such Subgrantee, contractor, or agent. This shall be accomplished by a written Agreement or contract between Grantee and any Subgrantee, contractor, or agent. The term "**Grantee**" as used in this Agreement, shall be interpreted to include any Subgrantee, contractor, or agent of Grantee. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement.
- 18) Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, may be delivered:

  - a) Via electronic mail to the Grantee's assigned Grant Advisor or Program Director, or
  - b) By mail to:

Department of Labor and Training – Real Pathways RI  
1511 Pontiac Avenue  
Cranston, RI 02920  
Attn: Robert Kalaskowski
  - c) Communications to Grantee shall be directed to the party identified in the Proposal as the Lead Applicant.
- 19) Amendment. This Agreement may not be amended except by a written instrument executed by the Grantor and Grantee.

- 20) Assignment. This Agreement may not be assigned without the prior written approval of the Grantor.
- 21) Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral and written Agreements not otherwise incorporated into this Agreement between the parties hereto with respect to the Grant.
- 22) Governing Law. This Agreement shall be governed by, subject to, and construed according to the laws of the State of Rhode Island and Providence Plantations. The Grantee, Subgrantees, and their contractors shall comply with all applicable federal, State, and local laws.
- 23) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Grantor (the "**Effective Date**").
- 24) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Grantor to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 25) Delay Does Not Constitute Waiver. No failure or delay of the Grantor to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or Agreement of any such default or preclude the Grantor from exercising any right, power or remedy at any later time or times.
- 26) Progress of the Project. If the Project is not being completed in a manner satisfactory to the Grantor, or Grantee has violated a provision of this Agreement, prior to the Grantor declaring a default, the Grantor may require Grantee to accept additional technical assistance the Grantor feels is necessary for the Project to proceed in a manner acceptable to the Grantor.
- 27) Due Credit. Grantee shall give due credit to the Governor's Workforce Board and/or the Real Pathways RI program. The Governor's Workforce Board shall be credited on all media announcements, billboards, and educational materials produced under the scope of this Grant award by the inclusion, where feasible, of the following language: "This project was funded in whole or in part through funds received from Real Pathways RI, an initiative of the Governor's Workforce Board." or, when appropriate, "A proud partner of the Real Pathways RI program."
- 28) Waiver of Rhode Island's Access to Public Records Act. The Grantor intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Grantor is required to disclose information about the Project to the Rhode Island General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. Such information that may be disclosed to any of the foregoing, including the public, may include the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Grantor; the terms of the financial assistance; use of funds; information contained in the Application, and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. This information may be confidential under Rhode Island's

**Access to Public Records Act**, Chapter 38-2 of the Rhode Island General Laws. If Grantee does not want this information made available to the above referenced parties, Grantee must attach a written objection to this Agreement.

- 29) Contingent Upon Appropriations. If the Federal and/or State government fail to appropriate funds or if funds are not otherwise made available for continued performance for any period of this Agreement, this Agreement must be cancelled automatically as of the beginning of the period for which funds were not appropriated or otherwise made available. Cancellation does not affect either the State's rights or either Party's right under any termination clause in this Agreement. The effect of cancellation of the Agreement hereunder will be to discharge both Parties and the State agencies from future performance of the Agreement, but not from their rights and obligations existing at the time of termination.
- 30) Severability. If any provision in this contract is determined to be illegal, unenforceable or void by a court of competent jurisdiction, then said provision shall be deemed severed from this contract. All other provisions of this contract shall continue in full force.



# AWARD AGREEMENT FOR REAL SKILLS FOR YOUTH PROGRAM

GRANTEE ID #: POPULATES

**GRANTOR**

Grantor

Street Address

City,

State

Zip

**GRANTEE**

Grantee

Street Address

City,

State

Zip

This Real Skills for Youth Award Agreement, hereinafter referred to as the **Agreement**, is entered into by and between the Governor's Workforce Board of Rhode Island hereinafter referred to as the **Grantor** or **Governor's Workforce Board**, and [Grantee], hereinafter referred to as the **Grantee**, and validated by the signatures affixed below for the performance and delivery of all activities utilizing funds provided by the Grantor.

The Grantee agrees that it shall be in compliance with, and controlled by, the terms and language described in this Agreement.

The Grantee's performance of this Agreement shall commence on Effective Date and shall continue through and including End Date.

In consideration for performance of the terms of this Agreement, the Grantee shall be entitled to receive program funds in the amounts specified in the Addendum to this Agreement (Addendum). This amount shall be paid in accordance with the terms of payment provisions set forth in this Agreement, contingent upon the issuance of an authorized Purchase Order.

**GRANTOR**

**GRANTEE**

By

By

Printed Name

Printed Name

Title

Title

Date

Date

# GRANTEE CERTIFICATIONS

## 1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CERTIFICATION

Lower Tier Covered Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1.a. The Grantee attests that neither it, its principals, nor its partners are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency from applying for or receiving federal funds.

## 2. NONDISCRIMINATION AND EQUAL OPPORTUNITY COMPLIANCE CERTIFICATION

This certification is required by regulations implementing WIOA, "Nondiscrimination", and as promulgated in 29 CFR Parts 31 and 32.

2.a. The Grantee attests that it:

(1) Shall not exclude any individual from participation in, deny the benefits of, subject to discrimination under, or deny employment in the administration of or in connection with any of its programs/services because of race, color, religion, sex, national origin, age, disability or political affiliation or belief.

(2) Shall not employ participants on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.

(3) Shall not discriminate, with respect to terms and conditions affecting or rights provided to participants in activities supported by funds provided under this Act, against such individuals solely because of their status as such participants.

(4) Shall ensure that participation in programs and activities financially assisted in whole or in part under this Act shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General to work in the United States.

## 3. AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATION

3.a. The Grantee attests that it is in compliance with all applicable provisions of the Americans with Disabilities Act (ADA) and shall make any and all reasonable accommodation to provide access and equity of services to disabled persons applying to or enrolled in any program controlled by this Agreement.

## 4. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

4.a. The Grantee attests that it will provide a drug free workplace in accordance with 29 CFR Part 98 by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(2) Establishing an ongoing drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violations.

## 5. CONFLICT OF INTEREST CERTIFICATION

The Grantee attests that it and its principals are in compliance with the provisions of the Rhode Island "Conduct of Employee and Code of Ethics Law" (R.I.G.L. 36-14) as well as all applicable federal, state, and municipal ethics laws, regulations, and guidelines.

## 6. LOBBYING

The Grantee attests that it and its principals must comply with the restrictions on lobbying which are codified in the Department of Labor Regulations at 29 CFR Part 93.

**The Grantee hereby certifies, by signature of its authorized representative affixed below, to all attestations identified above.**

---

*By*

---

*Date*

---

*Printed Name*

---

*Title*

**Section A**  
**General Provisions**

1. Term of Agreement.

- a) The Grantee's performance of this Agreement shall commence on **Effective Date** and continue through and including **End Date**.
- b) This period of performance may be amended, extended or renewed only by duly signed written Agreement of the parties, except as otherwise noted in this Agreement.

2. Purpose.

- a) The purpose of the Real Skills for Youth program is to create strategic partnerships among schools, youth-serving organizations, industry, and others to develop and implement high-quality paid work-based learning experiences and career readiness programming for youth.
- b) In reliance upon the representations and certifications contained in Grantee's Grant Proposal (the "**Proposal**") the Grantor has approved the award of funds to Grantee, contingent on the establishment of a Purchase Order.
- c) Grant funds are approved only for the express purpose(s) described in the 'Proposal Narrative' section of the Proposal and as described in the Addendum, and the activities described in the Addendum.
- d) Any additional grant funds awarded to Grantee during the life of this Agreement described herein shall be only for the express approved purposes(s) associated therewith and shall be subject to and controlled by the terms of this Agreement.

**Section B**  
**Agreement**

**IN CONSIDERATION** of the above recitals, the mutual promises and the covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Grantor and Grantee agree as follows:

1) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Grantor agrees to provide Grantee with funds up to the amounts set forth in the Addendum (the "**Grant**") to be used for the purposes of funding the Grantee's Proposal, including the Narrative, related implementation plans, budgets, and appendices, as amended and approved by the Grantor (herein collectively referred to as the "**Project**"), on file with the Governor's Workforce Board.
- b) Grantee agrees to use the Grant only for the approved purposes and activities of the Project. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Real Skills for Youth Solicitation.

- c) Grantee agrees that the Grant will be expended in conformity with the requirements and provisions of this Agreement, the Real Skills for Youth Solicitation, the Grantee's Project on file with the Governor's Workforce Board, and any approved amendments thereto, and any programmatic, financial, or other implementation policies or guidelines determined or issued by the Grantor during the term of this Agreement.
- d) The Grantor reserves the right to amend or revise the requirements if necessary for the effective administration of the Real Skills for Youth program.

2) Expenditure of Initial Grant Funds.

- a) All Grant funds shall be expended during the performance period.
- b) Grantee shall expend the Grant in accordance with the Approved Project Budget as agreed to between the parties in the Addendum. Grantee may not expend more than the amount allocated for any category in the Approved Project Budget without the prior written consent of the Grantor, except as otherwise indicated.
- c) All costs incurred by Grantee before the date of this Agreement and before approval by the Grantor of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense.
- d) If, upon completion of the Project, there are cost savings and/or unspent and unobligated disbursements, Grantee shall return any remaining Grant funds to the Grantor. If, upon completion of the Project, there are undisbursed funds, Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds.
- e) Grantee shall establish and maintain fiscal control of all Grant funds and shall comply with generally accepted accounting procedures (GAAP) for tracking of funds.
- f) Grantee agrees to abide by all relevant program rules and requirements for state and federal funds provided.
- g) Grantee shall be subject to financial review or audit by program monitors or other Governor's Workforce Board designees throughout the duration of the Grant Period and up to three years following the conclusion of the Grant. Monitoring will be conducted in a manner consistent with the requirements of the state or federal funding source provided.
- h) By accepting funds, the Grantee hereby agrees to repay any funds that have been determined by the Grantor to have been misspent, misapplied or otherwise not properly accounted for, and further agrees to pay any collections fees that may subsequently be imposed by the state or federal Government.

3) Commencement and Completion of the Project; Inspection and Supervision; Licensing, Approval, and Compliance; Subgrantees; Changes.

- a) The parties shall develop an Award Addendum, including specific benchmarks throughout the course of the Grant Period upon execution of this Agreement (the "**Addendum**").
- b) Grantee shall commence the Project on the commencement date set forth on the cover of this Agreement or an alternative date to be determined between the parties (the "**Commencement Date**").

- c) Grantee shall complete the Project on the date set forth in the Addendum (the “**Completion Date**”), but not later than the completion date set forth on the cover of this Agreement.
  - d) The Grantor may, as it deems necessary, supervise, evaluate and provide guidance and direction to Grantee in the conduct of activities performed under this Grant. However failure of the Grantor to supervise, evaluate, or provide guidance and direction shall not relieve Grantee of any liability for failure to comply with the terms of the Grant award.
  - e) The Grantor must approve in a signed writing, except where otherwise indicated, all changes to the Project, including, but not limited to, modifications to the scope of work and approved budget.
  - f) Requests for Grant extension must be submitted in writing at least ninety (90) days prior to the end of the Grant period, and are determined at the sole discretion of the Grantor.
  - g) Grantee ensures that all Partners, Training Providers, and/or Subgrantees involved in the Partnership possess and maintain any and all necessary licenses and approvals, certifications, and are in, and will remain in, compliance with all applicable State and federal laws and regulations.
  - h) Grantee shall ensure that all necessary approvals for the commencement of Project have been obtained, including all applicable certificates, permits and licenses. Grantee shall maintain all certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project throughout the duration of the Project. Grantee shall provide the Grantor access to inspect all applicable certificates, permits and licenses. Grantee shall maintain all certifications, licenses, permits, and approvals necessary to operate the Project, including by providing to the Grantor, within seven (7) days upon request, certified copies thereof. If certified copies are not available, Grantee shall, within seven (7) days of the request, inform the Grantor and make alternative arrangements for review.
- 4) Conditions Precedent to Disbursement of the Grant. The Grantor shall not disburse Grant funding until Grantee has complied with all other terms and conditions of the Grant as required by the Grantor to the Grantor’s satisfaction.
- 5) Required Registration on State Eligible Training Provider List. As part of this Agreement, grantee agrees to register as an Eligible Training Provider as required to receive federal Workforce Investment and Opportunity Act funds, if such registration is determined necessary by the Grantor. If training is being provided by a third party, grantee agrees to assist the Grantor in registering said third party as an Eligible Training Provider, if such registration is determined necessary by the Grantor.
- 6) Leveraged Resources.
- a) In addition to the Grant, Grantee may: (i) be in the process of obtaining written commitments to receive other funds and in-kind contributions for the Project; (ii) have written commitments to receive other funds and in-kind contributions for the Project; or (iii) have already received other funds and in-kind contributions for the Project (collectively, “**Leveraged Resources**”).

- b) If Leveraged Resources are used, Grantee shall maintain a record of such resources by source, use and amount. Such resources may be used only for costs allowable under the terms of the Project, and any mutually agreed upon amendments thereto.
- c) Upon request, Grantee shall provide the Grantor with information and documentation in forms acceptable to the Grantor regarding the Leveraged Resources. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Leveraged Resources. In the event the Grantor determines, in its sole discretion, that all or any portion of the Leveraged Resources are not available, are not going to be disbursed to Grantee for any reason, or that Leveraged Resources received by Grantee have not been properly expended, the Grantor may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

7) Disbursement of the Grant.

- a) The Governor's Workforce Board and/or the Department of Labor and Training may issue guidelines for the disbursement of grant funding. Grantee agrees that disbursement will be under the terms of any issued guidelines.
- b) In addition to the foregoing, methods of funding and disbursement of the Grant will be determined by the Grantor based on the activities in the grantee's Proposal and Addenda, as amended and approved by the Grantor.

8) Participant Management and Information Security

- a) Grantee agrees to assist in the enrollment of all training participants as required by the Grantor, including obtaining participant and parent/guardian consent if under 18 to the use and disclosure of personal data and information in furtherance of the objectives and goals of the Real Skills for Youth program.
- b) Grantee will provide the Grantor with timely updates and information on participants as required.
- c) Grantee will notify the Grantor of any participants that leave or otherwise discontinue training through regular program reporting.
- d) Grantee will regard electronic data and any other manually maintained records on participants as confidential in nature, to be held in trust, and will protect and cause to be protected such data against unauthorized disclosure and/or use. These data may include, but are not limited to: name, address, social security number, telephone number, age, sex, ethnic background, wage, employment, tax information, user name, logon identification numbers, password, or any other information gathered either from individuals or from other Partners that is personal or confidential in nature. The Grantor reserves the right to require the Grantee, or any funding recipient, to identify and describe its data protection plan and policies. The Grantor may, at its sole discretion, prescribe a data protection plan or system for use by the Partnership or any funding recipient.
- e) Grantee ensures that they will:
  - i) Collect personal information and data reasonably needed to accomplish legitimate purposes;

- ii) Securely store and protect personal information and data against unauthorized access, destruction, use, modification, disclosure and loss;
- iii) Disclose personal information and data only on a need to know basis;
- iv) Protect the security of social security numbers and dispose of any documents containing them in an appropriate and secure manner;
- v) Destroy personal information and data as soon as it is no longer needed or required to be maintained under state or federal law;
- vi) Address administrative, technical, and physical safeguards;
- vii) Notify the Grantor immediately of any unauthorized disclosure or destruction of personal or confidential information and take further steps to avoid an additional breach of security.

9) Records, Inspections, Reports and Evaluation.

a) Records:

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors or Partner Meetings if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Grantor. Grantee shall retain the Records for four (4) years following the date the Grantor approves the Final Report described in Section 9(c) below.
  - ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Grantor for inspection upon request, during the term of the Agreement and for a period of four (4) years following the date the Grantor approves the Final Report. The Grantee shall permit the Grantor to perform program monitoring, evaluation and audit activities as determined to be necessary, at the sole discretion of the Grantor throughout the Grant period and through the subsequent record retention period.
  - iii) Grantee shall cause to be maintained for the Grantor's inspection the books, accounts, and records of contractors and Subgrantees in connection with the Project for four (4) years past the date of termination of the contractual relationship between the contractor and Grantee.
- b) During the term of this Agreement and for a period of four (4) years following the date the Department approves the Final Report, Grantee shall permit the Grantor to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement. This provision, and the foregoing provision, shall survive the term of this Agreement.
- c) Grantee agrees to comply with guidelines issued by the Grantor and submit such reports as the Grantor shall require.
- d) In addition to the requirements set forth above, Grantee shall provide the Grantor with such additional records, reports, and other documentation as may be required by the Grantor.
- e) Grantee agrees to cooperate with and assist with any evaluation or third-party evaluation commissioned by the Grantor, including aiding in the collection of data and/or conducting surveys or interviews among partnership members.

10) Guidelines. Grantee agrees to comply with applicable program guidelines issued by the Grantor.

11) Default and Remedies.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, Agreement, or certification contained in this Agreement; (ii) the failure to perform any provision of this Agreement or other obligation agreed to in relation to the Project, in the Grantor's sole determination; (iii) the expenditure of Grant funds for any use other than as provided in the Addendum; iv) the failure to commence or complete the Project by the dates set forth in the Addendum, or otherwise unsatisfactory performance or completion of the Project, in the Grantor's sole determination; (v) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; or (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Grantor's sole discretion.
- b) The Grantor shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Grantor shall have the right to withhold disbursement or terminate this Agreement by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Grantor's right to terminate this Agreement shall be immediate.
- c) In addition to the foregoing, the Grantor may terminate this contract at any time by giving written notice issued by the Grantor to the Grantee of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials and equipment shall, at the option of the Grantor, become its property.
- d) If the Grantee fails to perform in a timely and proper manner its obligations under this contract, or if the Grantee violates any of the terms, covenants and/or conditions of this contract, or fails to make sufficient progress so as to endanger performance, the Grantor may terminate this contract, in whole or in part, by giving thirty (30) day written notice of termination to the Grantee of said termination, specifying the reason(s) thereof.
- e) This contract may be terminated immediately in the event of fraud or program abuse.
- f) The Grantor may terminate this contract, in whole or in part, upon a thirty (30) day written notice of termination based upon funding availability as described herein.
- g) In the event of termination by the Grantor:
  - i) The Grantor may withhold disbursement of Grant funds. Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds.
  - ii) The Grantor may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Grantor in recovery proceedings; or

- iii) The Grantor, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Grantor in recovery proceedings.
- h) The Parties may, in a signed writing, mutually agree to terminate this Agreement without cause. Termination of the Agreement will not release the party(ies) from any prior commitments, obligations, or transactions occurring prior to the effective date of termination or any non-cancellable obligations that may extend beyond the termination date.
- i) In addition to the rights and remedies contained in this Agreement, the Grantor at any time may proceed to protect and enforce all rights available to the Grantor by suit in equity, action at law, or by any other appropriate proceedings, all of which shall survive the term and/or termination of this Agreement.
- j) Grantee agrees to return any remaining proceeds of the Grant to the Grantor upon termination of the Agreement, whether due to default, mutual Agreement, or completion of the Project.

12) Additional Certifications.

Grantee certifies that:

- a) Grantee has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) The acceptance of the Grant and the entering into of the Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and Agreements of Grantee.
- c) The representations, statements, and other matters contained in the Approved Proposal and any amendments thereto are and remain true and complete in all material respects.
- d) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- e) Grantee will operate this Project in compliance with State and federal laws and regulations and acknowledges that:
  - i) This Agreement may be terminated without penalty, if the grantee or any subgrantee, or contractor or any subcontractor engages in severe forms of trafficking in persons, or has procured a commercial sex act during the period of time that the grant is in effect, or uses forced labor in performance of the grant, or engages in acts that directly support or advance trafficking in persons.
  - ii) Grantees are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
  - iii) Grantees are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct activities related to the Grant.

13) Liability. Grantee shall hold harmless and indemnify the Grantor and the State of Rhode Island (State) from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Grantee or its Subgrantees or subcontractors under this Grant. This indemnification clause shall not be construed to mean that the Grantee shall indemnify the Grantor or the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the Governor's Workforce Board or the State or the State's employees. The Governor's Workforce Board and the State have no obligation to provide legal counsel or defense or to the Grantee or its Subgrantees or subcontractors in the event that a suit, claim, or action of any character is brought by any person as a result of or relating to the Grantees performance under this Grant. The State has no obligation for the payment of any judgments or the settlement of any claims against the Grantee or its Subgrantees or subcontractors as a result of or relating to the Grantees performance under this Grant. The Governor's Workforce Board and State are not deemed to have waived any immunity that may exist in law, regulation or otherwise. This Section shall survive the term of this Agreement.

14) Indemnification. Grantee agrees that all costs incurred by the Grantor or State as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, including reasonable attorney's fees, shall be immediately, and without notice, due and payable by Grantee to the Grantor. Any assumption of liability or indemnification is not to be deemed as a waiver to any immunity that may exist in law, regulation or otherwise. Grantee's obligation to indemnify the Grantor shall survive the term of this Agreement.

15) Personnel. Personnel employed directly or indirectly by the Grantee under this Agreement, shall not be considered employees of the Grantor. The Grantee shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation, religion or physical or mental disability. The Grantee agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment. The Grantee shall ensure that a Sexual Harassment Policy is included in its personnel procedures.

16) Applicability to Subgrantees, Contractors, and Agents. Where performance of the Project is to be carried out by any Subgrantee, contractor, or agent of Grantee, Grantee shall make the provisions of this Agreement binding on such Subgrantee, contractor, or agent. This shall be accomplished by a written Agreement or contract between Grantee and any Subgrantee, contractor, or agent. The term "**Grantee**" as used in this Agreement, shall be interpreted to include any Subgrantee, contractor, or agent of Grantee. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement.

17) Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, may be delivered:

a) Via electronic mail to the Grantee's assigned Grant Advisor, or

b) By mail to:

Department of Labor and Training – Real Skills for Youth  
1511 Pontiac Avenue  
Cranston, RI 02920  
Attn: Pauline Abetti

- c) Communications to Grantee shall be directed to the party identified in the Proposal as the Lead Applicant.
- 18) Amendment. This Agreement may not be amended except by a written instrument executed by the Grantor and Grantee.
- 19) Assignment. This Agreement may not be assigned without the prior written approval of the Grantor.
- 20) Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral and written Agreements not otherwise incorporated into this Agreement between the parties hereto with respect to the Grant.
- 21) Governing Law. This Agreement shall be governed by, subject to, and construed according to the laws of the State of Rhode Island and Providence Plantations. The Grantee, Subgrantees, and their contractors shall comply with all applicable federal, State, and local laws.
- 22) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Grantor (the “**Effective Date**”).
- 23) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Grantor to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 24) Delay Does Not Constitute Waiver. No failure or delay of the Grantor to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or Agreement of any such default or preclude the Grantor from exercising any right, power or remedy at any later time or times.
- 25) Progress of the Project. If the Project is not being completed in a manner satisfactory to the Grantor, or Grantee has violated a provision of this Agreement, prior to the Grantor declaring a default, the Grantor may require Grantee to accept additional technical assistance the Grantor feels is necessary for the Project to proceed in a manner acceptable to the Grantor.
- 26) Due Credit. Grantee shall give due credit to the Governor’s Workforce Board and/or the Real Skills for Youth program. The Governor’s Workforce Board shall be credited on all media announcements, billboards, and educational materials produced under the scope of this Grant award by the inclusion, where feasible, of the following language: “This project was funded in whole or in part through funds received from Real Skills for Youth, an initiative of the Governor’s Workforce Board.” or, when appropriate, “A proud partner of the Real Skills for Youth program.”

- 27) Waiver of Rhode Island's Access to Public Records Act. The Grantor intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Grantor is required to disclose information about the Project to the Rhode Island General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. Such information that may be disclosed to any of the foregoing, including the public, may include the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Grantor; the terms of the financial assistance; use of funds; information contained in the Application, and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. This information may be confidential under Rhode Island's **Access to Public Records Act**, Chapter 38-2 of the Rhode Island General Laws. If Grantee does not want this information made available to the above referenced parties, Grantee must attach a written objection to this Agreement.
- 28) Contingent Upon Appropriations. If the Federal and/or State government fail to appropriate funds or if funds are not otherwise made available for continued performance for any period of this Agreement, this Agreement may be cancelled automatically as of the beginning of the period for which funds were not appropriated or otherwise made available. Cancellation does not affect either the State's rights or either Party's right under any termination clause in this Agreement. The effect of cancellation of the Agreement hereunder will be to discharge both Parties and the State agencies from future performance of the Agreement, but not from their rights and obligations existing at the time of termination.
- 29) Severability. If any provision in this contract is determined to be illegal, unenforceable or void by a court of competent jurisdiction, then said provision shall be deemed severed from this contract. All other provisions of this contract shall continue in full force.

Governor's Workforce Board

**Solicitation for Grant Proposals**

**2020 WORKFORCE INVESTMENT &  
OPPORTUNITY ACT (WIOA) YOUTH  
PROGRAM**

**[RFP # WIOA 2020-01]**

Governor's Workforce Board RI  
RI Department of Labor & Training  
1511 Pontiac Avenue, Building 73  
Cranston, RI 02920

\* \* \*

Proposals must be submitted no later than  
Wednesday, March 18, 2020 at 2:00 PM

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## I. Funding Opportunity Description

The Governor's Workforce Board (GWB) is soliciting innovative WIOA youth proposals that respond to the needs of target populations and employers in today's changing economy. The purpose of this solicitation is to identify and fund organizations that will design innovative programming and comprehensive services that result in WIOA youth achieving academic and employment success. Applicants must demonstrate how they intend to transition WIOA-eligible youth residents of the Greater Rhode Island workforce area, ages 16-24 years, into post-secondary education and training or employment under the Workforce Innovation and Opportunity Act (WIOA) Title I.

Through this solicitation, approximately \$1.3 million of WIOA funds are anticipated to be available for WIOA Youth programs. The GWB reserves the right to fund the proposal components in whole or in part.

### A. Background

The GWB was established by Executive Order on September 22, 2005. It is the primary policy-making body on workforce development matters for the State of Rhode Island, with statutory responsibility and authority to plan, coordinate, fund and evaluate workforce development activities in the state as established by RI General Law, Title 42-102. The GWB consists of 21 members representing business, labor, education, community, and government who establish workforce development policy and plans and allocate state Job Development Funds (JDF). The GWB administers WIOA Youth funds for the Greater Rhode Island local area.

One of the GWB's strategic priorities is to advance a career pathway strategy to prepare youth and adults for successful futures. The GWB invests in youth and young adult workforce development through several avenues, including the Real Skills for Youth program, the PrepareRI High School and College Internship programs, the Real Pathways program, and WIOA Title II – Adult Education. The goal is that all of these investments will contribute to long-term positive outcomes in career readiness and success through the following theory of action:

Build and scale opportunities for:

- Meaningful career exposure and exploration of potential career paths and their on-ramps,
- Skill-building with an emphasis on essential and professional skills, and
- Supported work-based learning experiences that allow participants to apply learning in a real-world setting

That lead to:

- Entry into a job, job training or apprenticeship, and/or post-secondary education with opportunity for advancement and ability to earn a living wage.

### B. Workforce Innovation and Opportunity Act Overview

The Workforce Innovation and Opportunity Act of 2014 (WIOA), is designed to improve and streamline access to federally funded employment, education, training, and support service programs. The goal of WIOA is to consolidate, coordinate, and improve employment, training, literacy, and vocational programs in the United States and provide the framework for a workforce preparation system that is

flexible, responsive, customer-oriented, and locally focused. Of particular emphasis in the legislation are three key driving messages:

- A commitment to providing high quality, accessible services;
- An alignment of investments in workforce, education, and economic development;
- A youth vision that supports an integrated service delivery system.

As the Workforce Development Board for Greater Rhode Island, the GWB determines policies, priorities and providers for the local area, including the local One-Stop Center, while also working collaboratively to create a better experience for the job seekers and employers they serve.

Partnerships and collaborations are strongly encouraged, to ensure the opportunity for workforce strategies, education, training, and trauma-informed case management services for participating youth. Additionally, the inclusion of youth voice and leadership as a guiding factor in the program design is strongly encouraged and applicants should include ways in which this occurs in the program planning in their proposal.

### C. Funding Stream and Authority

This grant is being funded by the GWB pursuant to Rhode Island General Laws § 42-102-6(e)1.

The authority for the award of funding for the WIOA Youth Program is not governed by the provisions, otherwise, of Rhode Island Procurement Regulations Section 1 et seq. pursuant to Rhode Island General Laws § 37-2-13. Instead this grant is being solicited under Section 10 of the Rhode Island Procurement Regulations pursuant to Rhode Island General Laws § 37-2-13, "Expenditures that are not Procurements."

Funds for this grant may be derived from a variety of sources, which may include but are not limited to:

- 1) Governor's Set Aside pursuant to Workforce Innovation and Opportunity Act, 29 U.S.C.A. §3163(a)
- 2) Sector NEG US DOL pursuant to Workforce Innovation and Opportunity Act, 29 U.S.C.A. §3225(b) and Workforce Investment Act, 29 U.S.C.A. §2918
- 3) US DOL Incentive Grant pursuant to Workforce Investment Act, 20 U.S.C.A. §§9211, 9273

### D. Notification to Applicants

- The GWB reserves the right to amend, revise, or edit any part of this Grant Solicitation during the application period. Any amendments will be posted to the GWB website by Friday, February 28, 2020 along with Grant Solicitation questions and answers.
- Potential applicants are advised to review all sections of this Request carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in the proposal being found nonresponsive.
- Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals that depart from or materially alter the terms, requirements, or scope of work defined by this Request will be considered non-responsive.

- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content, shall be borne by the applicant. The State assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than 60 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent or designee.
- Applicants are advised that all materials submitted to the state for consideration in response to this RFP will be considered public records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.
- Interested parties are advised to visit the GWB web site ([www.gwb.ri.gov](http://www.gwb.ri.gov)) on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this Request for Proposals.
- All proposals should include the lead applicant's FEIN or Social Security number as evidenced by a W9 form, downloadable from the Division of Purchasing website: <http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf>
- In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the state until it shall have procured a certificate of authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of a successful vendor.
- DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT: No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.
- § 28-5.1-1 Declaration of policy. – (a) Equal Opportunity and Affirmative Action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at (401) 222-3090.

## II. Award Information

### A. Available Funding and Number of Awards

The number of grants awarded will be determined by the competitive process and the available funding. All awards are subject to the availability of funds and the execution of a contract that is acceptable to

both the selected respondent and the GWB. Awardees may be eligible for additional funding opportunities available only to Youth WIOA providers.

GWB strives for optimization of our allocated funding amounts by awarding larger grants to a smaller number of successful applicants who will provide the highest quality programs for participants and utilizing partnerships and referral networks.

### B. Award Duration and Timeline

The expected contract term under this solicitation will be from July 1, 2020 through June 30, 2022, provided measurable outcomes are successfully achieved, in the sole discretion of the GWB, and sufficient funds for the contract term remain available. This includes one year of program and one year of required follow-up.

GWB will have the option to renew the contract for up to two (2) additional years, through June 30, 2024. Applicants provided the opportunity to renew will need to submit an abbreviated proposal for additional funding and a description of the comprehensive vision for programming. Approval of this application will be at the sole discretion of the GWB.

Initial grant contracts will begin no earlier than July 1, 2020 and will end no later than June 20, 2022, except by written approval by both parties. Additional Funds may be authorized upon written approval, and allocations will be based on available funds and performance. Below is the proposed timeline for WIOA Youth applications.

<u>Schedule of Pertinent Dates</u>	
<b>Release of Solicitation</b>	<b>Tuesday, February 4, 2020</b>
<b>Q &amp; A deadline</b>	<b>Monday, March 9, 2020</b>
Questions about this RFP may be submitted to the GWB by email to <a href="mailto:julissa.polanco@dlt.ri.gov">julissa.polanco@dlt.ri.gov</a> . All questions and answers will be posted on the GWB website.	
<b>Proposal Due Date</b>	<b>Wednesday, March 18, 2020 at 2:00 PM</b>
<b>Grant Awards Announced</b>	<b>June 2020</b>

### C. Proposal Due Date and Time

Proposals, in the number and form set forth in Section IV, "Proposal Format and Submission Information" must be received in hand by GWB staff at the address below, time and date stamped no later than 2:00 P.M. Local Time on Wednesday, March 18, 2020, in order to be considered. If the proposal submission is mailed, it must also be received by the closing date and time. Hand delivery is preferred, and late submissions will only be considered for good cause.

RI Department of Labor & Training  
1511 Pontiac Avenue, Building 73  
Cranston, RI 02920

### III. Eligibility and General Information

#### A. Eligible Lead Applicants

The Lead Applicant serves as Fiscal Agent for the grant as well as lead contact and administrator for all grant-related activities. The Lead Applicant may be any of the following:

School, school district, community-based or non-profit agency, training or education provider, higher education institution, trade association or industry sector intermediary, municipality, private employer or organization.

The GWB is interested in awarding contracts to organizations with a track record of providing services to low-income youth in Rhode Island while maintaining high standards of program management and accountability. Preference will be given to community-based organizations that are physically located in the Greater Rhode Island area.

The GWB will give priority to proposals that incorporate partnerships and collaborations under this RFP. Partnerships focusing on a seamless integration of programs and services are strongly encouraged to ensure that there are no gaps in the continuum of programs and services. Partnerships are urged to include a broad spectrum of stakeholders, including but not limited to employers, institutions of higher education, One-Stops, adult basic education providers, and community-based organizations. To that extent, the GWB encourages applicants to partner and clearly define each partner's strengths, roles, and responsibilities under this RFP. Each applicant may apply as the lead applicant for only one proposal, but may budget funds towards the partners' services. Applicants may be members of more than one partnership under this RFP.

#### B. Participant Eligibility

All participants served with WIOA Youth funds under this procurement must meet all of the general eligibility characteristics in Table 1 and must meet the definition of Out-of-School Youth or In-School Youth, which must be documented, and that documentation maintained by the provider. **A minimum of 75% of the funds proposed and spent through this RFP must serve out-of-school youth as defined in Table 1.**

**Table 1: Youth Participant Eligibility**

<b>General Eligibility</b>	
<p>A) Resident of the Greater Rhode Island area (statewide except for Providence and Cranston); and                      B) Low-income as defined in the Section below; and                      C) Having U.S. Right to Work Documentation; and                      D) Registered for Selective Service for males 18 and older; and                      E) Out-of-school youth between the ages of 16 – 24 years old or in-school youth between the ages of 14-21 years old as defined below:</p>	
<b>Out-of-School Youth Definition</b>	<b>In-School Youth Definition</b>
<p>A) Not attending any school;                      B) Not younger than age 16 or older than age 24; <b>and</b>                      C) One or more of the following:                      a) A school drop-out.                      b) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter.                      c) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is                      i. basic skills deficient; or                      ii. an English language learner.                      d) An individual who is subject to the juvenile or adult justice system.                      e) A homeless individual, a homeless child or youth, a runaway, in foster care of has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), <b>or</b> in an out-of-home placement.                      f) An individual who is pregnant or parenting.                      g) A youth who is an individual with a disability.                      h) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment, defined by the GWB <a href="#">here</a>.</p>	<p>A) Attending school;<sup>1</sup>                      B) Not younger than age 14 or (unless an individual with a disability who is attending school under state law) older than age 21;                      C) A low-income individual; <b>and</b>                      D) One or more of the following:                      a) Basic skills deficient.                      b) An English language learner.                      c) An offender.                      d) A homeless individual, a homeless child or youth, a runaway, in foster care of has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), <b>or</b> in an out of home placement.                      e) Pregnant or parenting.                      f) A youth who is an individual with a disability.                      g) An individual who requires additional assistance to complete an educational program or to secure or hold employment, defined by the GWB <a href="#">here</a>.</p> <p><i>Taken directly from Section 129 (a)(1): Youth participant eligibility. Retrieved from: <a href="https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf">https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf</a></i></p>

<sup>1</sup> Youth attending high school equivalency (HSE) programs, including those considered to be dropout re-engagement programs, funded by the public K–12 school system that are classified by the school system as still enrolled in school are considered ISY (From [TEGL 21-16](#)).

## WIOA LOW-INCOME

WIOA defines low income as an individual who:

- 1) Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the last 6 months has received, assistance through SNAP
- 2) In a family with total income not exceeding the higher of the poverty line or 70% Lower Living Standard Income Level (see Table 1, below);
- 3) Homeless;
- 4) Receives or eligible to receive a free or reduced-price lunch;
- 5) Foster child on behalf of whom State or local government payments are made or an individual who has attained 16 years of age and left foster care for kinship guardianship or adoption
- 6) Youth with a disability whose own income meets the income requirement of clause (2) but whose family does not.
- 7) Youth living in a high-poverty area as determined by census data.

**Table 2: Determination of income level in RI for WIOA**

Family Size	1	2	3	4	5	6
Reference	Federal Poverty Level	Lower Living Standard				
Income Limit	\$12,490	\$18,432	\$25,298	\$31,229	\$36,856	\$43,099

### C. WIOA Youth Program Requirements

The following requirements apply to all youth service providers funded under WIOA. The GWB seeks proposals articulating collaborations with other partners in order to generate access to an appropriate range of services for participating youth. Proposals are expected to demonstrate capacity to fulfill all requirements, but may do so through partnerships.

#### MANDATORY PROGRAM ELEMENTS

Funded programs must be able to provide, either in-house, through collaboration with other organizations (which may or may not be a WIOA-funded provider), or through referral, access to the 14 elements of youth services required under WIOA. Applicants must demonstrate how all 14 required program elements will be made available to participating youth as needed. Additional guidance regarding the 14 elements of youth services is available in the [US Department of Labor's Training and Employment Guidance Letter No. 21-16](#).

A strong partnership is critical for this RFP to deliver the effective services that will have the greatest possible collective impact. Applicants must establish a plan that clearly identifies which organization is providing which service for program participants. Partnerships can include but are not limited to employers, higher education institutions, apprenticeship programs and other community-based organizations with expertise in serving the target population.

<b>1. Tutoring, Study Skills Training and Instruction</b>	Development of educational achievement skills that leads to the completion of the requirements for a secondary or post-secondary school diploma/credential.
<b>2. Alternative Secondary School</b>	Alternative secondary school services or drop out recovery services.
<b>3. Work Experience</b>	Work experiences meeting the GWB definition of work-based learning and work readiness training (see Appendix A).
<b>4. Occupational Skills Training</b>	An organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields.
<b>5. Education concurrently with Workforce Preparation</b>	Integrated education and training that occur concurrently and contextually with workforce preparation.
<b>6. Leadership Development</b>	Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.
<b>7. Supportive Services</b>	Services that enable youth to participate in program activities such as assistance with books, fees, transportation, and legal aid services.
<b>8. Adult Mentoring (12 months min)</b>	Participants receive adult mentoring for a period of not less than 12 months that connects to the youth's goals.
<b>9. Comprehensive Guidance and Counseling</b>	Individualized counseling which includes drug and alcohol abuse, and mental health counseling and referral to partner programs.
<b>10. Financial Literacy Education</b>	Support the ability of participants to create budgets, learn how to manage spending, credit, and debt.
<b>11. Entrepreneurial Skills Training</b>	Entrepreneurial skills training to provide the basics of starting and operating a small business.
<b>12. Labor Market Services</b>	Access to career counseling, career exploration, career awareness, and the use of labor market tools.
<b>13. Transition to Post-Secondary Education</b>	Access to job exploration counseling, work-based learning experiences, instruction in self-advocacy, work readiness training.
<b>14. Follow-up Services (12 months)</b>	Follow-up services are provided for 12 months unless the participant cannot be located or contacted.

## REQUIRED SEQUENCE OF SERVICES

Programs funded through this RFP are required to provide the following required sequence of services in order to ensure that all participants receive comprehensive and individualized services consistent with the WIOA requirements. These are further defined in Section C.VI.

- Outreach and Recruitment
- Intake and Eligibility Determination
- Assessment and Referral
- Case Management and Individual Service Strategy Development
- Access to a Range of Services
- Follow-Up Services

## D. Additional Program Priorities

### **OPPORTUNITY YOUTH**

WIOA legislation requires that, at minimum, 75% of funds serve out-of-school youth. The GWB is committed to prioritizing the unique needs of older youth, ages 16-24, who are disconnected from education and employment, and creating and updating programming to meet the needs and address the unique barriers of this population.

### **WORK-BASED LEARNING**

WIOA legislation requires that 20% of funds must be spent on work experiences. For this purpose, the GWB defines work experience as work-based learning according to the statewide definition and quality standards, including the work readiness training to successfully prepare for work experiences. See Appendix D for definitions of work-based learning and work readiness training.

High-quality work-based learning allows youth to explore career paths, apply essential skills in a real-world setting, learn work norms and culture, and build professional networks. Work-based learning should be accompanied by work readiness training and the opportunity to build essential skills through a scaffolded learning process where participants learn the skill, actively practice the skill, and reflect on the learned and applied skills through continuous coaching.

These work experience strategies must serve as a next step in career development, whether the desired outcome is employment, or enrollment in advanced training or post-secondary education.

### **CAREER PATHWAYS**

WIOA places a strong emphasis on career pathways as defined as a combination of rigorous and high-quality education, training and other services that:

- Align with the skill needs of industries in the local economy;
- Prepare individuals to be successful in a full range of secondary or postsecondary education options by providing education, training, employment and supportive services through intensive case management;
- Provide clear advancement opportunities and transitions for participating youth;
- Enable participants to attain secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
- Helps an individual enter or advance within a specific occupation or occupational cluster.

Preference will be given to programs exercising a career pathway model, with a structured sequence of activities that focus on providing participating youth with long-term career development services that lead to unsubsidized employment in industries with projected growth and the potential for wage progression. For youth, this vision is built on a theory of action that moves young people along a career pathway through meaningful career exposure and exploration of potential career paths and their on-ramps, skill-building with an emphasis on essential and professional skills, and supported work-based learning experiences that allow participants to apply learning in a real-world setting.

Programs that provide a seamless transition between components of a career pathway model that increase employability for participating youth will be prioritized. Applicants must demonstrate how

participants will advance from one level to the next in the career pathways continuum. Capacity to move clients to recognized postsecondary credentials, such as an associate degree or an industry- recognized postsecondary apprenticeship or training certificate will be a priority.

### **EMPLOYER PARTNERS**

Applicants must demonstrate strong employer or training provider partnerships. Program participants will benefit from a first-hand understanding of the requirements and expectations of employers in a given industry. Partnerships between employers and providers should be built on the premise that the proposed program will benefit employers by developing the job readiness and industry-specific employment skills of potential employees and by providing a more informed and motivated applicant pool.

Applicants must demonstrate partnership designs that offer employers the opportunity for direct interaction with individual participants and direct coordination with program staff. For example, youth may be placed in summer jobs or internships with local businesses and employers, while other employers may participate as job-shadow hosts and mentors for youth.

Applicants are encouraged to include innovative and sustainable employer partnerships, aligned to in-demand industries where appropriate, in their program design. Proposals without strong employer or training provider involvement will not be competitive. If a program does not have expertise in employer relationships, partnership with a program that does have this expertise is encouraged.

### **TRAUMA RESPONSIVE SERVICES**

Trauma-responsive services operate with an understanding and sensitivity to the vulnerabilities of trauma victims in order to avoid aggravating those vulnerabilities, ultimately increasing the chances of producing positive outcomes for children’s wellbeing. Applicants should be able to demonstrate how they will incorporate trauma responsive services into their programmatic design.

## **E. Performance Outcomes**

### **FEDERAL AND STATE PERFORMANCE MEASURES**

The applicant is required to meet or exceed federal performance indicators. Targets for these indicators are redefined annually by the federal and state governments, and providers will be held accountable for achieving performance targets outlined in the annual contract. Please note that some performance indicators are attainable while a youth is enrolled in the program, and others are attainable only after the youth is exited from the program for a specified time period.

### **STATE-NEGOTIATED YOUTH PERFORMANCE STANDARDS**

Contracts awarded through this RFP will be negotiated according to the 2020 Performance Standards currently being negotiated between the US Dept. of Labor and Training Administration and the State of RI. For reference, the 2019 Performance Standards are listed below:

<b>2019 RI WIOA YOUTH MINIMUM PERFORMANCE STANDARDS</b>	
<b>Entered Employment Rate:</b> Employed or in education or training any time in the second quarter after exit.	62%
<b>Retention Rate:</b> Employed or in education or training any time in the fourth quarter after exit.	69.4%
<b>Median Earnings:</b> Median quarterly earnings of those employed in the second quarter after exit.	Baseline
<b>Credential Rate:</b> Percent of exiters that received education or training who obtain a post-secondary credential or high school diploma or equivalent by the 4 <sup>th</sup> quarter after exit. <b>Those obtaining a high school diploma or equivalent only count toward the performance rate if they are employed or in education or training leading to a recognized post-secondary credential within the year.</b>	60.6%
<b>Measurable Skills Gain:</b> Percent of participants who, during the course of the program year, are in an education or training program and are achieving measurable skill gains, defined as documented academic or other progress.	Baseline
<b>Effectiveness in Serving Employers</b>	Baseline

**POSITIVE EXIT OUTCOMES**

There are only two acceptable positive outcomes for youth who are exited from the program: unsubsidized employment or post-secondary training or education, including apprenticeship.

The term "program exit" means a participant does not receive a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services. Once the participant exit date has been determined, all performance measures are linked to that date.

**F. Case Management Tracking**

EmployRI is a state-managed database that supports statewide employment and training operations. It is designed to integrate employment and training program services including WIOA. EmployRI provides customer tracking and enables RI to report on federal and state-mandated WIOA reporting requirements.

All grantees will be required to use EmployRI to record and track all client activities and program services. Reports generated from EmployRI will be used to determine program performance by the contractor, WSPC and the State. Therefore, knowledge of the system, accuracy of data entry and timely entry of information are critical. Grantees will be trained in use of the EmployRI system through local trainers; it is the grantee’s responsibility to ensure ongoing staff expertise and compliance.

In addition, grantees may be asked to provide additional documentation or information to evaluate performance outcomes as well as program strengths and weaknesses.

## G. Leveraged Resources

Leveraged resources are not required; however, partnerships leveraging outside resources will be considered in the evaluation and selection process.

## H. Eligible and Ineligible Expenses

All expenses requested to be paid for with Youth WIOA grant funds must be expenses of the partnership proposal and its implementation. The need for, and reasonableness, of all costs must be fully justified and detailed in the Budget Summary and Narrative Form.

Eligible expenses may include reasonable project management costs. All proposed project management expenses must be fully explained and justified in the Budget Summary and Narrative Form. GWB may limit the percentage of grant funds that may be used for project management costs. If costs are allocated or percentages of salaries or other items are identified the full expense must also be identified; i.e. the Program Manager's salary is \$75,000, and he/she will be spending 15% of their time on the grant for a total of \$11,250.

Costs that are not allowable from Youth WIOA funds may be allocated as direct support or in-kind donation of a WIOA Youth partnership member.

Additional guidance on eligible and ineligible expenses will be provided if grant is awarded.

# IV. Proposal Format and Submission Information

## A. How to Apply and Submission Requirements

Proposals must be submitted with all of the required documents. Those documents are: cover page, proposal narrative and charts, budget and budget narrative, Taxation Letter of Good Standing, a signed fiscal agent assurances form, and a copy of the lead agency's W-9 Taxation Form. Letters of intent from partners are optional should you choose to include them in your proposal. Materials should be submitted in the same order as the checklist.

The Proposal Narrative must use at least 12-point font, at least 1.5 spacing, and page numbers and be no more than 30 pages long, not counting charts, calendars, or budget. Charts may use single spacing and a 10- point font. Citations for specific data points should be included within the narrative as footnotes; no works cited page is required. The prescribed cover sheet must be the first page of the proposal.

Six (6) copies of the proposal should be submitted in hard copy, plus one electronic copy on a USB flash drive or CD. Standard size (8½" x 11") paper of regular weight should be used.

## B. Cover Page

A template page that includes important identifying and program information about the proposal. See Appendix B for a template.

## C. Proposal Narrative

Using the prompts below, describe your proposal for up to one year of programming in a clear and concise way that will be easy for a reader to understand. Separate your narrative into the following sections:

- I. **Program Summary** (Maximum 3 pages): Briefly describe your proposed program, including organizational mission, key design components, and expected programmatic delivery. Describe how your programming will move participants along a career pathway continuum to positive exit outcomes.
- II. **Agency Background and Organizational Capacity** (Maximum 3 pages): Briefly describe your agency's overall history and its previous experience in providing the specific services proposed. Discuss your agency's overall staffing and management structure, and the extent to which this adequately supports program operations and goal attainment. Discuss staff qualifications, skills, and experience working effectively with youth and implementing the proposed services. Describe the facilities that will be used including location of classes and other services, accessibility to persons with disabilities, and any and all equipment or resources that will be available to youth.
- III. **Partners** (Maximum 2 pages): Include information about your partnership, briefly describing each partner's roles and responsibilities under this RFP – indicate your partnership's positive impact on your service to target populations in the past, if applicable. In particular, discuss how you have engaged industry employer(s) and/or training providers in the development and delivery of a program design/curriculum which prepares youth for careers. Describe the nature of your employer partnerships and describe any plans to develop new partnerships or strengthen existing relationships. Letters of intent are optional.
- IV. **Statement of Need and Target Population** (Maximum 3 pages): Describe the characteristics and needs of the specific populations you intend to serve and your direct experience in serving and meeting the needs of that target population. If more than one group is targeted, provide information for each group. Include data supporting your agency's ability to achieve successful outcomes with the target group. Address how your programming will prioritize and meet the unique needs of older youth, ages 16-24, who are disconnected from education and employment.
- V. **Program Elements** (Maximum 7 pages): For each of the 14 required elements, clearly indicate the following in a clear and concise manner. Table format is encouraged.
  - The organization providing the service
  - A brief description of activities, objectives, and curriculum or resources used, as applicable
  - How you will measure successful outcomes for participants, including description of any credentials obtained
  - Whether this element is currently provided with non-WIOA funds as part of the organization's mission

For the Work Experience element in particular, describe how your programming will meet the standards of high-quality work-based learning as set forth by the GWB, and how programming will build participant work readiness skills. Describe the balance between classroom-based activities and work-based learning opportunities. Please reference the definitions and standards in Appendix D.

VI. **WIOA Required Sequence of Services** (Maximum 10 pages): These common services form a core structure for a participant's involvement in the WIOA system. For each of the steps outlined, explain how your program design will fulfill the expectations of the WIOA system and this RFP's other requirements as applicable.

a. *Outreach and Recruitment*

Discuss your plan for recruitment, including the specific target group you will recruit, and the tools and methods you will use. Discuss plans for the recruitment and enrollment of out-of-school youth. Discuss attendance, termination, and code of conduct policies, and how these are communicated to staff and participants. Describe the methods to improve participation retention and motivation, demonstrating effectiveness where possible.

b. *Intake and Eligibility Determination*

Describe the intake process, including the collection of basic information from potential clients, informing potential clients of available services in your organization or elsewhere, and determination of client suitability for program services. Describe the process of determining eligibility for WIOA funded services and which staff are responsible for this process.

c. *Assessment and Referral*

Describe how your assessment process provides an objective assessment of academic levels, work readiness/interests and occupational skills levels, service needs, and assets/strengths of each participant. Include a description of any tools or methods used to determine the following: levels of basic skills, occupational skills, work readiness skills, prior work experience, employability, interests and aptitudes, and supportive service needs. If it is determined that the program does not match the particular needs of the individual, describe how that individual is referred to more appropriate services.

d. *Case Management and Individual Service Strategy*

Describe your program's capacity to provide case management services designed to support student achievement and address barriers to education and employment participation. Describe how the Individual Service Strategy will be used to document services for each participant and to measure progress toward attaining goals. Describe how your program will incorporate trauma-informed approaches into their case management models. Describe how program staff will provide youth with ongoing

support in employment search, and/or assistance in applying for advanced training or higher education.

*e. Access to a Range of Services*

Summarize how your program is able to provide, either in-house, through collaboration, or through referral mechanisms, access to each of the 14 WIOA service elements including how the program will support participants in achieving skills gain (this section need not repeat information from Section IV). Identify any other services available to participants in addition to the 14 elements. Describe how program staff will determine the appropriate services for each participant and how participants will access those services.

*f. Follow-Up Services*

Describe how your program proposes to provide at least 12 months of follow-up services to participants completing program services as well as participants who may have dropped out of the program but need additional services. Programs are encouraged to consider the needs and barriers of the program’s target population in determining the appropriate levels and types of follow-up services.

VII. **Planned Outcomes** (Maximum 2 pages): Provide a description of your organization’s track record in the services you are proposing. Include size of service population and any performance outcomes, including alternative education, post-secondary education/training credential achievement, work-based learning placements, and/or job placement and retention.

Provide anticipated outcomes for services described by completing the Proposed Outcomes Form below. Describe how you will evaluate the effectiveness of your program, and partner commitments to provide data needed to evaluate program effectiveness.

**Planned Enrollments**

<b>Youth Service Plan July 1, 2020 – June 30, 2021</b>	<b>In-School</b>	<b>Out of School</b>	<b>Total</b>
<b>Total New Enrollments</b>			
Dropouts (not attending secondary school; no diploma or GED)			
Have H.S. Diploma or GED and low income and basic-skill deficient			
<b>Barriers*</b>			
Court Involved			
Homeless			
Foster Youth			
Youth with Disabilities			

(including learning disabilities)			
Communities of Color			
Pregnant or Parenting			
<b>Priority of Service</b>			
Veteran or Veteran Spouse			

**Planned Outcomes**

<b>Youth Service Plan July 1, 2020 – June 30, 2021</b>	<b>In-School</b>	<b>Out of School</b>	<b>Total</b>
<b>Total Received Diploma/Credential**</b>			
High School Diploma			
High School Equivalent (HSE)			
Associates/Bachelor’s Degree			
Other Credential			
<b>Total Work Experience***</b>			
Subsidized Summer Employment/WBL			
Other Subsidized Employment/WBL			
<b>Total Exits</b>			
Exits with Diplomas/ Credentials**			
Exit into Qualified Apprenticeship			
Exit into Post-Secondary Ed.			
Placement into Unsubsidized Employment (UE) or Military			

\*This category does not need to total. Some youth will fall into more than one category.

\*\*Common measure definition of diploma/credential.

\*\*\*May include a Work Experience/WBL using non-WIOA funding.

**D. Program Cost and Budget**

All funding is subject to board approval and grantee performance. Applicants should propose a budget for the program year (July 1, 2020 - June 30, 2021) and follow-up year (July 1, 2021 – June 30, 2022). The proposed budget should include a brief description of each budget item and what role the item will play in the execution of the grant. See Appendix C for the budget template.

**E. Additional Attachments**

The GWB will not review any additional documentation, except for what is outlined below:

- **Taxation Letter of Good Standing:** The lead applicant must submit a current Letter of Good Standing from the state Division of Taxation. If this letter is not available in time for proposal

submission, the applicant may submit proof of request. More information can be viewed at: <http://www.tax.ri.gov/Tax%20Website/TAX/Letters%20of%20Good%20Standing/index.php>.

- **Fiscal Agent Assurances Form:** See Appendix E for the required form. This form is signed by the Lead Applicant to affirm that they will comply with all applicable regulations, policies, guidelines, and requirements of the GWB and the State of Rhode Island and have the fiscal capacity to administer the grant.
- **Copy of Lead Applicant W-9 Taxation Form:** Downloadable from Division of Purchasing Website: <http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf>
- **Letter(s) of Intent (optional):** These letters should show that the member is an active partner, understands and embraces their role, and is committed to the partnership. 'Form' letters are discouraged.

## V. Grant Evaluation and Selection

### A. Grant Award Evaluation Process

GWB staff will perform an initial screening of applications to ensure that submission requirements were met, and all required sections were included.

An Evaluation Committee will score applications. The committee will be composed of representatives from GWB, Department of Labor and Training, Rhode Island Department of Education, and other State agencies, among others. Evaluators will consider the following:

- I. **Program Summary**
  - Does the summary clearly state the organizational mission, key design components, and expected programmatic delivery of the proposal?
  - Does the summary succinctly and effectively describe how programming will move participants along a career pathway continuum to positive exit outcomes?
- II. **Agency Background and Organizational Capacity** (Maximum 3 pages):
  - Does the proposal include a clear description of the applicant's history and experience in providing the services proposed?
  - Is there a sufficient explanation of staffing and management structures, and the extent to which these structures support program operations and goal attainment, with particular reference to staff qualifications, skills, and experience working effectively with youth?
  - Does the proposal include a description of facilities to be used, with explanation of accessibility?
- III. **Partners** (Maximum 2 pages):
  - Does the proposal identify the members of the applicant partnership and their roles in the project?
  - If applicable, is there an explanation of the partnership's positive impact relative to the target populations in the past?

- IV. **Statement of Need and Target Population** (Maximum 3 pages):
- Does the proposal describe the characteristics and needs of the specific populations to be served?
  - Does the proposal explain the applicant's direct experience in serving and meeting the needs of that target population?
  - Does the proposal address how programming will prioritize and meet the unique needs of older youth, ages 16-24, who are disconnected from education and employment?
- V. **Program Elements** (Maximum 7 pages):
- Does the proposal clearly and concisely indicate the following for each of the 14 required elements:
    - The organization providing the service;
    - A brief description of activities, objectives, and curriculum or resources used, as applicable;
    - How the applicant will measure successful outcomes for participants, including description of any credentials obtained; and
    - Whether the element is currently provided with non-WIOA funds as part of the organization's mission?
  - For the Work Experience element in particular, is there a description of how programming will meet the standards of high-quality work-based learning as set forth by the GWB, and how programming will build participant work readiness skills?
- VI. **WIOA Required Sequence of Services** (Maximum 10 pages):
- *Outreach and Recruitment*
    - Does the proposal effectively describe a plan for recruitment, including the specific target group to be recruited, and the tools and methods to be used?
    - Does the proposal describe plans for the recruitment and enrollment of out-of-school youth?
    - Does the proposal discuss attendance, termination, and code of conduct policies, and how these are communicated to staff and participants?
    - Does the proposal describe methods to improve participation retention and motivation, demonstrating effectiveness where possible?
  - *Intake and Eligibility Determination*
    - Does the proposal adequately describe the intake process, including the collection of basic information from potential clients, and inform potential clients of available services in the applicant's organization or elsewhere, and explain determination of client suitability for program services?
    - Does the proposal explain the process of determining eligibility for WIOA funded services and which staff are responsible for this process?

- *Assessment and Referral*
  - Does the proposal clearly describe how the applicant’s assessment process provides an objective assessment of academic levels, work readiness/interests and occupational skills levels, service needs, and assets/strengths of each participant?
  - Is there a complete description of any tools or methods used to determine the following: levels of basic skills, occupational skills, work readiness skills, prior work experience, employability, interests and aptitudes, and supportive service needs?
  
- *Case Management and Individual Service Strategy*
  - Does the proposal adequately describe the applicant’s capacity to provide case management services designed to support student achievement and address barriers to education and employment participation?
  - Is there a clear explanation of how the Individual Service Strategy will be used to document services for each participant and to measure progress toward attaining goals?
  - Is there an explanation of how the program will incorporate trauma-informed approaches into their case management models?
  - Does the proposal effectively describe how program staff will provide youth with ongoing support in employment search, and/or assistance in applying for advanced training or higher education?
  
- *Access to a Range of Services*
  - Is there a summary of the program’s ability to provide, either in-house, through collaboration, or through referral mechanisms, access to each of the 14 WIOA service elements including how the program will support participants in achieving skills gain?
  - If applicable, does the proposal adequately identify any other services available to participants in addition to the 14 elements?
  - Does the proposal clearly describe how program staff will determine the appropriate services for each participant and how participants will access those services?
  
- *Follow-Up Services*
  - Does the proposal contain a description of how the program proposes to provide at least 12 months of follow-up services to participants completing program services as well as participants who may have dropped out of the program but need additional services?
  - Is there an explanation of how the needs and barriers of the program’s target population are considered in determining the appropriate levels and types of follow-up services?

VII. **Planned Outcomes** (Maximum 2 pages):

- Does the proposal effectively describe of the organization’s track record in the services proposed?
- Is there an explanation of the size of service population and any performance outcomes, including alternative education, post-secondary education/training credential achievement, work-based learning placements, and/or job placement and retention?
- Does the proposal include an adequately completed Proposed Outcomes Form?
- Does the proposal effectively describe how the effectiveness of program will be evaluated?
- Does the application clearly enunciate commitment by all partners to provide data needed to evaluate program effectiveness?

Proposals will be scored based upon the following criteria:

<b>Proposal Section</b>	<b>Possible Points</b>
Proposal Summary	5
Agency Background and Organizational Capacity	10
Partners	10
Statement of Need and Target Population	5
Program Elements	30
WIOA Required Sequence of Services	20
Planned Outcomes	10
Program Cost and Budget	10
<b>TOTAL POINTS</b>	<b>100</b>

B. **Grant Award Selection Process**

If necessary, oral presentation of the proposal may be required to clarify content in the proposed plan.

Final approval for each grant awarded shall be determined by the Executive Director of the GWB, based on the recommendations of the Evaluation Committee and considering other factors such as: funding availability, geographic distribution, types of activities, and age range served. If a proposal is focused on a geographic location, target population, or type of activity for which no other proposals have been received, that proposal may be prioritized over proposals focused on an activity/location/target population for which multiple proposals have been received, even if the latter receives a higher evaluation score than the former, provided the proposal is deemed otherwise adequate in meeting the responsibilities and expectations of this program.

VI. **Grant Administration and Reporting**

A. **Negotiation and Post-Award Procedure**

Finalists should be prepared to submit a copy of the lead agency’s most recent audit and/or audited financial statement (Pell-eligible institutions are exempt).

- All governmental and non-profit organizations must follow the audit requirements of Federal OMB circular A-133 ([www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2011](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2011))
- Commercial organizations that expend \$500,000 or more in federal funds must have either an organization-wide audit conducted in accordance with OMB circular A-133 or a program-specific financial and compliance audit. Those entities that expend \$500,000 or more in federal funds may include audit costs to the grants on a pro-rated basis.

The GWB reserves the right to negotiate with proposers on costs and deliverables in order to contract with the proposer who best meets the Board's needs. Upon completion of the negotiation, a final contract will be drafted and signed, laying out and finalizing the partnership's scope of work, budget, payment terms, performance metrics, and reporting requirements. If a contract for any reason cannot be negotiated, another proposer may be selected. No activities may begin until the Award Agreement is completed and signed by all parties, unless approved by GWB in writing.

The GWB will host a mandatory Grantee Orientation and awardees will have access to ongoing technical assistance sessions.

There may be site visits and/or programmatic and fiscal audits during and after the grant period.

## B. Fiscal and Programmatic Oversight

Grant advisors will be closely engaged with all Youth WIOA partnerships that receive funding, providing plan-specific support and technical assistance. This support includes but is not limited to site visits and meetings between Lead Applicants, partners, and staff responsible for implementing activities; reporting and performance tracking. Grant advisors will work with partnerships to highlight accomplishments of programs and may implement technical assistance plans for outcomes that are not reached.

Fiscal oversight may consist of submission of expenditure reports, request for proof of expenditures, periodic on-site fiscal monitoring, and/or an audit of Real Skills funds expended by the Lead Applicant and its Sub-grantees and any vendors.

Program management personnel will conduct periodic site visits to monitor the following:

- Compliance with regulations, policies, and contracts;
- Operations in accordance with the proposal and the contract;
- Achievement of objectives in accordance with the proposal and the contract;
- Integrity of administrative and data systems;
- Quality of service evaluation through observation and informal interviews; and
- Need for technical assistance or corrective action.

These monitoring activities may take the form of administrative record reviews, interviews of staff and/or participants, and general observations of the facilities and operations. Applicants must demonstrate the capacity to perform administrative responsibilities including: maintaining records of participant eligibility, attendance and progress; tracking participation; and submitting program reports and invoices in a timely manner.

## C. Payment Options

Payment to partnerships will be disbursed according to a schedule negotiated between GWB and the Lead Applicant and may be conditioned upon meeting program requirements. This could include meeting negotiated performance metrics.

Invoices will not be paid unless expense reports are submitted correctly, with all of the appropriate supporting documentation.

Applicants should have the financial capacity to pay the costs up front and receive reimbursement upon submission of invoices and other required materials. The reimbursement timeline will be determined and finalized during the contract negotiation.

#### D. Participant Data and Reporting Requirements

Data regarding participant performance achievements, skill gains, and work experience placements must be kept current and submitted through the EmployRI system. Providers funded under this RFP will also attend a monthly meeting with GWB staff.

As grantees will necessarily collect personal information from participants as well as other potentially confidential or proprietary information from employer partners, it is expected that grantees will regard electronic data and other manually maintained records on individual persons, employers, and others as confidential, to be held in trust, and will protect data against unauthorized disclosure and/or use.

#### E. Performance Metrics

Partnership-specific metrics will be developed during the Award Agreement negotiation to capture the unique features and proposed goals of each partnership. These unique performance metrics will allow the GWB to track the partnership's progress, collaborate with the partnership and other stakeholders to encourage open lines of communication, enhance accountability, improve results, and adjust program delivery and policy.

**Funding may be tied to the achievement of performance metrics.**

#### F. Right to Revoke Funding, Audit and Suspend Funds

The GWB reserves the right to revoke Grant funding from the recipient entity of any grant and require the return of unspent funds if the goals and timelines consistent with the approved Award Agreement are not met.

The GWB also reserves the right to request access to perform an audit of partnership activities. Audits can be part of regular monitoring or in response to an emergent concern, including but not limited to outside inquiries or even "whistleblower" complaints. In order to meet its fiduciary responsibility for public funds, GWB reserves the right to suspend payment of any part of a Real Skills RI grant.

## VII. Appendices

## Appendix A: Proposal Checklist

This checklist is intended to assist the applicant in making sure the required documents are present. The proposal must have the required document in the order that they appear in the checklist and may not include any additional documentation.

Document	Requirements	Document Included
<b>Cover Page</b>	See Appendix B for Required Fields	<input type="checkbox"/>
<b>Proposal Narrative and Charts</b>	See section IV.C for required content	<input type="checkbox"/>
<b>Budget and Narrative</b>	See Appendix C for required downloadable template	<input type="checkbox"/>
<b>Taxation Letter of Good Standing</b>	Lead Applicant must submit a current Letter of Good Standing from the state Division of Taxation. More information can be viewed: <a href="http://www.tax.ri.gov/Tax%20Website/TAX/Letters%20of%20Good%20Standing/index.php">http://www.tax.ri.gov/Tax%20Website/TAX/Letters%20of%20Good%20Standing/index.php</a>	<input type="checkbox"/>
<b>Fiscal Agent Assurances Form</b>	See Appendix E for the required form	<input type="checkbox"/>
<b>Copy of Lead Applicant W-9 Taxation Form</b>	Downloadable from Division of Purchasing Website: <a href="http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf">http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf</a>	<input type="checkbox"/>
<b>Letters of Intent from Partners (optional)</b>		<input type="checkbox"/>

## Appendix B: Cover Page Template

<b>Lead Applicant Organization Name:</b>	<b>Lead Applicant Organization Address:</b>	<b>Lead Applicant Organization Tax ID:</b>
<b>Lead Contact Person:</b>	<b>Lead Contact Telephone:</b> (   )   -	<b>Lead Contact E-Mail Address:</b>

Youth Service Plan July 1, 2020 – June 30, 2021	In-School	Out of School	Total
<b>ENROLLMENTS</b>			
<b>Total New Enrollments</b>			
<b>OUTCOMES</b>			
<b>Total Received Diploma/Credential</b>			
<b>Total Work Experiences</b>			
<b>Total Exits</b>			

<b>TOTAL REQUEST</b>	<b>\$0.00</b>	<b>LEVERAGED</b>	<b>\$0.00</b>
<b>PROGRAM YEAR</b>	<b>\$0.00</b>		
<b>FOLLOW-UP YEAR</b>	<b>\$0.00</b>	<b>IN-KIND</b>	<b>\$0.00</b>
<b>IN-SCHOOL YOUTH</b>	<b>\$0.00</b>		
<b>OUT-OF-SCHOOL YOUTH</b>	<b>\$0.00</b>		

<b>TOTAL FUNDS COMBINED REQUEST-LEVERAGED-IN-KIND</b>	<b>\$0.00</b>
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List of Partners:

## Appendix C: Budget Template

Download budget template from GWB website: <https://gwb.ri.gov/wp-content/uploads/2020/02/GWB-Budget-Template-Youth-WIOA-RFP.xls>.

## Appendix D: Work Readiness and Work-Based Learning

### Work Readiness Training

Work readiness training should be experiential, interactive, based on authentic challenges and workplace conditions and allow youth to practice applying specific skills, which requires experienced facilitators. Youth participants should actively practice these skills during the initial training (such as through role plays) and throughout the duration of the program.

It is recommended that work readiness training be scheduled incrementally if implemented during the first week of programming or scaffolded throughout the entirety of the summer program in conjunction with other activities. Work readiness training will be less effective if exclusively taught in a short time period (ex. in one 6-hour session). Work readiness training should include a scaffolded learning process where participants learn the skill, actively practice the skill, and reflect on the learned and applied skills through continuous coaching.

The following must be included in all work readiness training:

- i. Resume Development: learn how to and build a resume
- ii. Job Search: learn how to search for and apply for jobs in a variety of ways
- iii. Interview Skills: learn and practice skills required for a professional interview
- iv. Email Etiquette: learn and practice the components of a professional email
- v. Financial Literacy: budgeting, credit and debt, how to open and manage a bank account, financial goal setting, etc.
- vi. Health, safety, and rights on the job including sexual harassment
- vii. Essential Skills: learn and practice how the skills below apply to the workplace
  - Collaboration and teamwork: Works effectively within and contribute to teams, learns from and works collaboratively with others, shows adaptiveness and flexibility, and effectively negotiates conflict.
  - Communication: Listens actively and articulates and presents information clearly and effectively in written, visual, and verbal forms.
  - Critical thinking and problem solving: Distills and analyzes information, makes judgements based on evidence, and uses data and information to solve problems.
  - Initiative and self-management: Works independently as needed, monitors and prioritizes own time and tasks, takes initiative to solve problems as appropriate, and employs persistence to take tasks to completion.
  - Professionalism: Follows and can articulate workplace norms such as punctuality, appropriate workplace communication and interactions, and professional dress.

As part of the GWB's effort to measure essential skills growth during these programs, youth participants and their employer supervisors/teachers/mentors may be required to respond to an online work-based learning survey at the conclusion of programming. Grantees may be asked to plan for, facilitate, and communicate this process to participants and other survey responders.

## Work-Based Learning

### Definitions and Activities

Work-based learning is defined as youth engaging in real-life work experiences where they can apply and develop their academic, technical, and essential skills. Youth should be matched with age- and skill-appropriate opportunities, aligned to work readiness level and youth interests, so that no youth goes to a workplace or work-based learning experience unprepared to succeed. Work-based learning activities may fall into the following categories:

- i. *Internship*: A position for a student or trainee to work in a business or organization to gain work experience.
- ii. *Apprenticeship*: Highly-formal job training experience that involves studying with a master of the trade on the job.
- iii. *Service-learning*: A program or project which combines community service with an outside organization with a structured opportunity for reflection about that service, emphasizing the connections between service experiences and academic learning.
- iv. *School-based enterprise*: Students produce and sell goods or services and learn about business skills and entrepreneurship. This may be part of an entrepreneurship course, and a business professional may serve as a mentor and advisor for the enterprise. (Note: while named “school-based enterprises,” it is noted that activities need not occur within a school setting)
- v. *Industry project*: Individual, group, or class-wide projects in which students address a real-world, industry-focused question or problem with the guidance of industry professionals.

### Standards of Quality

High-quality work-based learning as defined by the GWB should be:

- *Rigorous*: Skill-based and tied to measurable outcomes. The experience should allow a student to gain measurable skills, whether those be essential skills or hard technical skills. The entire activity, including corresponding classroom time, should encompass a **minimum of 80 hours**.
- *Relevant*: Connected to a student’s interests, as indicated in the student’s [Individualized Learning Plan \(ILP\)](#) and to the real world of work. Projects and tasks should mirror those that exist in a real workplace and should align to in-demand industries in Rhode Island.
- *Reflective*: Engages the student in reflection and analysis throughout and after the experience, including guided self-reflection (ex. through the ILP process) and meaningful evaluations from the industry professionals. In this process, students should connect the work-based learning experience to their academic work as well as future professional and educational goals.
- *Interactive*: Providing multiple and extended opportunities for students to interact with industry professionals, whether as supervisors, mentors, advisors, or collaborators.
- *Integrated*: Connected with the student’s school-based curriculum. A work-based learning is a practical application of academic and/or technical learning and should allow the student to practice the theory learned in the classroom in a real-world setting.

Detailed expectations and responsibilities for internships, service-learning, school-based enterprises, and industry projects are included in the [GWB’s Work-Based Learning Guidance](#).

### **All work-based learning experiences must:**

- Be targeted to youth ages 14-24.
- Be safe and properly supervised, observe and comply with applicable safety and health standards, and as applicable, observe [Workers Compensation](#) regulations and the Child Labor Laws of [Rhode Island](#) and the [Federal Government](#). Additional legal guidance is provided in the [GWB's Work-Based Learning Guidance](#) document. A minimum of 80 hours over a minimum of 5 weeks.
- Provide financial compensation and/or academic credit (high school or college credit):
  - For work experiences at a business or organization worksite (i.e. internships), youth must be paid [hourly minimum wage](#) according to RI State Law (note exceptions for full-time students under 19 and 14 and 15 year-olds).
  - For classroom-based activities, youth may be paid hourly minimum wage or via stipend or be granted academic credit.
  - Classroom time to prepare and orient youth for work-based learning activities may be unpaid or paid through incentive payments like gift cards.
  - Real Skills partnerships will need to provide W-2s to all participating youth receiving wages, and other required tax paperwork as applicable.
  - Applicants may include youth wages up to 120 hours in their budgets, however it is encouraged to leverage funds to cover some of the wage costs.
- Be properly Documented:
  - The Lead Applicant or other designated program partner must properly maintain participant records, including enrollment forms, parental consent forms, timesheets and payroll.
  - As applicable, one of the partners must be responsible for being the employer of record and paying wages and/or stipends to youth, determining employment eligibility, managing payroll, and ensuring proper liability coverage.
  - Participants must be trained on paperwork requirements to receive wages, as applicable.

### **Employer Responsibilities at a Worksite**

In a work-based learning experience where youth participants are placed at a worksite (for example, an internship), the employer must:

- Agree to maintain records and prepare reports on the participant as prescribed by the Lead Applicant or program partner;
- Observe and comply with applicable safety and health standards, and Workers Compensation and the Child Labor Laws of Rhode Island and the Federal Government;
- Maintain sufficient general liability insurance for tort claims protection;
- Ensure that the experiences shall not reduce current employees' work hours, displace current employees or create a lay-off of current employees, replace the work of employees who have experienced layoffs, impair existing contract or collective bargaining agreements, and/or infringe upon the promotional opportunities of current employees;
- Ensure that the experiences are intended to increase work readiness skills of participants and not impact the profit margin of a for-profit company;
- Allow the Lead Applicant or program provider and/or duly authorized representatives to visit the premises to observe work place conditions, observe work place activities, and follow up with the participant; and
- Agree to sign a worksite agreement outlining the expectations of the participant's workplan and supervisory schedule, and evaluations as required by the Lead Applicant or other program partner.

## Appendix E: Fiscal Agent Assurances

The Lead Applicant hereby affirms and certifies that it will comply with all applicable regulations, policies, guidelines, and requirements of the Rhode Island Governor's Workforce Board (GWB) and the State of Rhode Island and Providence Plantations as they relate to the application, acceptance, and use of Real Skills for Youth funding in this project. The Lead Applicant further affirms and certifies that:

1. It possesses legal authority to apply for the grant, i.e., an official act of the Lead Applicant's governing body has been duly adopted or passed, authorizing filing of the application, including all understandings and assurances contained therein and directing and authorizing the person identified as the official representative of the Lead Applicant and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
3. It will expend funds to supplement new and/or existing programs and not use these funds to supplant non-grant funds.
4. It will participate in any statewide assessment program or other evaluation program as required by GWB.
5. It will give GWB, or an authorized representative, the right of access to, and the right to examine all records, books, papers, or documents related to the grant.
6. It will assure that monthly status reports will be submitted to GWB, as required.
7. It will comply with all requirements imposed by GWB concerning special requirements of law and other administrative requirements.

The Lead Applicant further acknowledges that it will serve as fiscal agent and will perform all financial management duties of the grant and accept responsibility for the proper use of grant funds. As Fiscal Agent, Lead Applicant is responsible for maintaining separate records of disbursements made on the Applicant's behalf and disbursing those funds in accordance with the restrictions related to the grant.

The Fiscal Agent takes full responsibility for managing and documenting grant expenditures, as well as submitting financial reports for the grant. The Fiscal Agent is responsible for receiving and safeguarding grant funds. Furthermore, the Fiscal Agent is legally obligated to:

- maintain separate records of disbursements related to the grant;
- keep receipts for at least three years following closing of the grant;
- make financial records available to the State of Rhode Island and its representatives upon request;
- disburse funds in accordance with the purpose of the grant application; and,
- file the final financial report at the conclusion of the grant.

**Organization Name:** \_\_\_\_\_ **Federal Tax ID Number:** \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative of Lead Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Typed or Printed)

# WORKFORCE INNOVATION AND OPPORTUNITY ACT ELIGIBLE TRAINING PROVIDER AGREEMENT

AGREEMENT#:	6050-	EFFECTIVE DATE:	5/1/19
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This agreement (“Agreement”) is entered into by the Workforce Partnership of Greater Rhode Island (a Local Workforce Development Board (“LWDB”)), Workforce Solutions of Providence/Cranston (a Local Workforce Development Board (“LWDB”)), the Rhode Island Department of Labor and Training (“DLT”), and

\_\_\_\_\_ (hereinafter called the “Training Provider”), which is:

<input type="checkbox"/>	a statutory education agency	<input type="checkbox"/>	a private-for-profit training entity
<input type="checkbox"/>	a private non-profit training entity	<input type="checkbox"/>	a public non-profit training entity

This Agreement establishes the Training Provider as an approved training provider for WIOA-eligible clients authorized by DLT. The Training Provider agrees to provide the training as detailed in the information the Training Provider submitted within its Eligible Training Provider List (ETPL) application form. The information contained in that application is, hereby, incorporated into this Agreement by reference. This Agreement contains Workforce Innovation and Opportunity Act Acknowledgements, General Provisions, Addendum 1: Provider General Information and Approved Program List, and the Training Provider’s refund policy.

In consideration for the services to be provided and for purposes of enrollment and reimbursement, the Agreement period shall be effective from 05/01/2019 until 04/30/2021, unless suspended or terminated by DLT or terminated by the Training Provider where eligible.

The Training Provider will be reimbursed by the appropriate LWDB for tuition, supplies, books, tools and equipment required and necessary for successful completion of said training. This will be based upon the current tuition price identified for the approved ETPL program as published on the State list maintained by DLT. Reimbursement by the appropriate LWDB will be based upon written authorization provided for each participant on an individual basis. The cost of the training provided to WIOA participants may not exceed the cost charged or otherwise allocated to any other student in the program.

**Payment Authorization:** The Training Provider must receive a formal approval in writing from the appropriate LWDB for each WIOA eligible participant prior to receiving any WIOA funds related to that participant. Participants are not to begin a program without such approval. If such a program of training is commenced without such prior approval, WIOA payment/reimbursement may be denied for those participants.

**Withdrawals/Refunds:** The Training Provider shall abide by the refund policy submitted with the Training Provider’s ETPL application. This policy is, hereby, made part of this Agreement. Any refunds which result from the participant exiting, terminating, or otherwise ceasing participation in the course will be reimbursed directly to the LWDB who paid the Training Provider rather than to the participant, within thirty (30) days of the exit, termination, or other separation. Any funding which is applied to the cost of this program that comes from a source other

than the participant will reduce, dollar for dollar, the LWDB obligation. Any such reductions will be returned directly to the LWDB within thirty (30) days of receipt of the other funding.

**Restitution of Funds:** Without limiting any other contractual, or other, remedies available for breach of this Agreement, the Training Provider agrees to provide full financial restitution to the LWDB for any costs incurred by the Training Provider and paid by the LWDB which are not allowable under the regulations, rules, standards, policies, and procedures of the federal government or state government, or under the terms of this Agreement.

**Non-Duplication of Payment:** The Training Provider agrees that the participants will not be charged or otherwise asked to pay for any items or services provided for under this Agreement. The Training Provider understands that a violation of this provision may be grounds for termination of this Agreement, at the LWDB's discretion. See sections titled "Suspension" and "Termination," below, for further information.

Federal regulations require participants to enroll in an approved training program with WIOA funds while an application for Pell Grant funds is pending. If the Pell Grant application is approved or other training funds are provided, the portion of WIOA funds provided for tuition, books and related fees must be reimbursed directly to the LWDB by the Training Provider.

**HEA Title IV Awards and Other Types of Financial Aid:** The Training Provider agrees that the Financial Aid Officer will inform the LWDB staff of the amounts and disposition of any HEA, Title IV awards and other types of financial aid (excluding loans) to each participant awarded after the enrollment of the participant.

**Debarment:** The Training Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

**Subcontracts:** The Training Provider agrees that all training must be provided by the Training Provider and cannot be subcontracted or assigned.

**Participant Referral and Recruitment:** The Training Provider may include statements about training in its advertisements or recruitment efforts; however, such advertisement must include a disclaimer stating that Workforce Innovation and Opportunity Act funded training may be provided only to individuals who qualify for the program and only if funds are available. The Training Provider also understands that potential participants, who are recruited and referred by the Training Provider to the LWDB for eligibility determination, will be exposed to the full array of training available to them and may select other training.

**Confidential Information Disclosure:** The Training Provider shall maintain the confidentiality of any information regarding participants or their immediate families which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Such information shall be divulged only as necessary for purposes related to the performance of the Agreement and to persons having responsibilities under the Agreement. The Training Provider further shall comply with the provisions of the Fair Information Practices Act, Chapter 776 of the Acts of 1975.

**Entrance Requirements:** The participants must meet all of the usual entrance requirements of the Training Provider.

**Certification of Participants:** The Training Provider shall provide the participant, upon successful completion of the program, a certificate similar to that provided all other graduates of the program. Standards for “Successful Completion” are to be determined prior to a participant enrolling or entering a training program. The Training Provider must send copies of diplomas/certifications or any other credential to the netWORKri counselor identified on the participant’s referral form immediately upon availability not to exceed thirty (30) days of the program’s completion.

The Training Provider is responsible to notify the netWORKri counselor of any change in the status of the participant’s attendance within one week of the change.

The Training Provider also recognizes its responsibility to promptly inform the LWDB of any developments, which might hinder a participant’s successful completion of training.

**Job Placement Assistance:** The Training Provider shall provide the participant with job placement assistance.

**Termination of Participants:** Termination of participants shall not require the LWDB’s approval. The Training Provider’s rights to properly discipline, suspend, or discharge participants shall be in accordance with the Training Provider's written established rules and regulations, which shall be maintained by the provider and will be provided upon request by the participant, a LWDB, or the Department of Labor and Training.

**Disciplinary Actions:** The Training Provider shall notify the netWORKri referral counselor if any anticipated or immediate disciplinary actions are to be initiated for participants.

**Participant Grievances:** The Training Provider shall notify the netWORKri referral counselor immediately if the participant files a grievance against the Training Provider for any reason.

**Outcomes:** The Training Provider shall track performance of all students in each approved program as well as WIOA participants. Annually, DLT will collect program data for all approved programs and the Training Provider is required to submit, at a minimum, the below information for all students:

- The percentage of all program participants who are in unsubsidized employment during the second quarter after exit from the program;
- The percentage of all program participants who are in unsubsidized employment during the fourth quarter after exit from the program;
- The median earnings of all program participants who are in unsubsidized employment during the second quarter after exit from the program; and
- The percentage of program participants who obtain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent (subject to indicators relating to credential in WIOA sec 116(b)(2)(iii)).

These data elements shall be self-reported by the Training Provider to DLT through a data transfer mechanism to be established by DLT. DLT reserves the right to inspect, monitor, or otherwise audit the information provided to ensure it is accurate and that the methodology to collect, compile, and report this information is reasonable, secure, and effective.

In addition, during the period of July 1, 2018 through and including June 30, 2020, the Training Provider shall collect and report the following for all WIOA payment/reimbursement eligible students or programs in which such students have enrolled:

- Social security numbers of all students enrolled in an approved training program;
- Training start dates;
- Enrollment status at time of reporting;
- Training end dates; and
- Credential obtainment.

Information transmitted or accessible through the EmployRI system will be deemed submitted.

After the above described period, these reporting requirements will become mandatory for all students unless otherwise indicated in a signed writing by DLT.

DLT will notify the Training Provider of the required due dates for performance data. Training Providers failing to provide outcome data or those Training Providers not achieving positive employment outcomes will be entered into a corrective action plan which will include technical assistance. Training Providers who do not show adequate progress in response to the corrective action plan may be suspended or removed from the list as indicated in the Suspension Provision within this Agreement.

**Record Keeping:** The Training Provider shall furnish the LWDB with progress reports for each participant. Detailed and accurate records shall include all information relevant to the required performance indicators such as attendance, counseling, fiscal, etc. that may be required under this Agreement, and shall submit all reports in a complete and timely manner. Individual participant's records must be maintained for outcome data validation purposes. The Training Provider may be liable for any disallowed costs which results from discrepancies discovered in monitoring visits/reviews or audits by the LWDB, DLT, the U.S. Department of Labor, or any of their authorized representatives.

### **Inspection/Records Retention:**

- The Training Provider agrees that the LWDB, DLT, the US Department of Labor, General Accounting Office, Office of Inspector General and any other offices with jurisdiction, or any of their duly authorized representatives shall, until an audit is concluded, have the right to examine any pertinent records of the Training Provider. This includes the right to interview participants of the Training Provider with respect to transactions related to this Agreement and the right to enter onto the premises of the Training Provider at all reasonable times in order to have access to such records and participants. Without limiting DLT other legal remedies, in the event that the Training Provider fails to comply with the provision; the parties agree that DLT and US Department of Labor may obtain specific performance of this clause through the courts of Rhode Island.

- The Training Provider shall retain all records pertaining to this Agreement for a period of at least seven (7) years from the date the participant completes or exits the program. If any litigation or audit is begun or a claim is instituted involving certain records, the Training Provider shall retain the records until DLT provides written notice that the litigation or audit is resolved.
- The Training Provider shall allow DLT and LWDB to perform on-site visits for the purpose of interviewing participants and examining pertinent records and transactions of such participants.

**Compliance with WIOA, Federal, State and Local Laws, Regulation and Policies:** The Training Provider shall comply fully with all applicable rules, regulations, policies, guidelines, and requirements, including but not limited to all applicable federal and state laws. DLT reserves the right to make changes or modifications as necessary due to changes in federal law or regulation. In the event that a Training Provider has applied to the Office of the Postsecondary Commissioner (OPC) for approval or exemption as a proprietary school or other OPC-regulated status and has received a preliminary or other pre-approval status, revocation, reversal, or redetermination of such status may be grounds for Termination of the Provider's eligibility to receive WIOA funds.

**EEO/Non Discrimination:** The Training Provider shall comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act; including the non-traditional Employment for Women Act of 1991; Section 5001(a)(1)(5)(J)(iii) of Title IV of the Social Security Act, as amended by the Balanced Budget Act of 1997; title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; the Genetic Information Nondiscrimination Act (GINA) of 2008; and with all applicable requirements imposed by or pursuant to regulations implementing those laws.

**Premises:** All premises used by participants must be accessible to persons with disabilities in accordance with Americans with Disabilities Act regulations.

**Insurance:** The Training Provider shall procure and thereafter maintain such insurance coverage as may be required by any federal or state applicable laws and/or DLT for the protection of participants, and for the protection of the Training Provider from claims arising out of the operation of this Agreement. Proof of insurance shall be maintained by the Training Provider and produced for inspection when requested.

**Indemnification:** The Training Provider shall indemnify and hold harmless DLT and LWDB and the State of Rhode Island and their officers and agents from all any and all claims, demands, suits, and compromise, including attorneys' fees, relating to:

- Bodily injury, including but not limited to death to persons, and /or damage to the property of anyone, caused or alleged to be caused by any negligent act or omission of the Training Provider, or anyone directly employed by the Training Provider.
- Any act, omission, or neglect of the Training Provider and its employees, including volunteers or temporary employees, and independent contractors.

**Amendment:** This Agreement incorporates the requirements of the application submitted by the Training Provider. Any change, alteration, deletion or addition to the terms set forth in this Agreement must be by written amendment executed by the Training Provider and DLT, except

where otherwise authorized or required by relevant federal or state law or regulation or this Agreement.

**Suspension:** DLT reserves the right to temporarily suspend this Agreement in whole or in part if it is determined by DLT that the Training Provider is failing to substantially comply with the quality of service, or specified completion schedule of its duties under this Agreement, is under investigation for non-compliance with any state or federal law, or is failing to comply with the provisions and terms of this Agreement until such time it can be determined that it has no impact under WIOA. This is to permit the Training Provider a reasonable time period to rectify any such failure.

**Termination:** If DLT determines a Training Provider has substantially violated any requirement under the Workforce Innovation and Opportunity Act or any terms of this Agreement, or has intentionally supplied inaccurate information, the Training Provider's eligibility to receive WIOA funds for a minimum of two years may be terminated pursuant to WIOA section 122(f)(1) and the Training Provider may be removed from the list. Any failure to comply with any provision or term of this Agreement may constitute a substantial violation thereof. The termination becomes effective immediately upon receipt by the Training Provider of a written notice of such termination. Termination shall not relieve the Training Provider of ultimate liability for any funds later determined to be disallowed. All WIOA funded participants still enrolled shall be allowed to complete their program.

**Appeal:** Following issuance of a denial of eligibility, determination of suspension or termination of eligibility the Training Provider will have 30 days in which to submit an appeal to the Governor's Workforce Board. Within 30 days of the receipt of the appeal, the Training Provider will be notified of the date, time, and place where a due process hearing will be conducted. After that hearing a decision will be issued within 30 days. All appeals must be forwarded, in writing, to the following address:

Rhode Island Department of Labor and Training  
Governor's Workforce Board RI  
1511 Pontiac Avenue, Building 72-2  
Cranston, RI 02920

**All eligible training providers must adhere and comply with all following assurances, administrative requirements and submit all applicable certifications.**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT ASSURANCES**

1. The Training Provider assures that it will comply with the confidentiality requirements of WIOA §116(i)(3).
2. No funds received under the Workforce Innovation and Opportunity Act will be used to assist, promote, or deter union organizing. WIOA (§181(b)(7))
3. The Training Provider will comply with the nondiscrimination provisions of Section 188, and its implementing regulations at 29 CFR part 38(§188 and §102(E)(ii)).
4. The Training Provider will collect and maintain data necessary to show compliance with the Nondiscrimination provisions of WIOA §188, as provided in the regulations.
5. Training Providers who are in receipt of assistance from the workforce investment system or from the workforce investment system partners shall comply with the Architectural Barriers Act of 1968, Sections 503 and 5.
6. The Training Provider attests that it is in compliance with all applicable provisions of the Americans with Disabilities Act (ADA) and shall make any and all reasonable accommodations to provide access and equity of services to disabled persons applying to or enrolled in any program controlled by this Agreement.

**GENERAL ADMINISTRATIVE REQUIREMENTS**

- 29 CFR Part 97 – Uniform Administrative Requirements for State and Local Governments
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Yellow Book – Government Auditing Standards for Non-profit Organization

**ASSURANCES AND CERTIFICATIONS**

- SF 242 B – Assurances for Non-Construction Programs [This Assurance must be signed and submitted to RIDLT]
- 29 CFR Part 31, 32 – Non-discrimination and Equal Opportunity Assurance (and regulation)
- 29 CFR Part 93 – Certification Regarding Lobbying (and regulation)
- OMB Circular A-129 (Rev) Certificate of Non-Delinquency
- 29 CFR Part 98 – Certification Regarding Drug Free Workplace
- 29 CFR Part 98, Section 98.510 – Certification Regarding Debarment, Suspension

**Signatures:** The Signature below must be that of an individual with the authority to enter into legally binding agreements on behalf of all applicable parties. By Signing this Agreement, I, as a representative of the Training Provider, understand and agree to comply with any and all requirements spelled out in this Agreement as well as the application that was submitted by the Provider to RIDLT and any/all State and Federal ETPL Provisions.

<b>Date:</b>	
<b>Provider Name:</b>	
<b>Print Representatives Name:</b>	
<b>Representatives Title:</b>	
<b>Signature of Representative:</b>	

<b>Date:</b>	
<b>Grantor:</b>	Workforce Partnership of Greater Rhode Island
<b>Print Representatives Name:</b>	Nancy Olson
<b>Representatives Title:</b>	Executive Director
<b>Signature of Representative:</b>	

<b>Date:</b>	
<b>Grantor:</b>	Workforce Solutions of Providence/Cranston
<b>Print Representatives Name:</b>	Brian Hull
<b>Representatives Title:</b>	Director of Economic Opportunity
<b>Signature of Representative:</b>	

<b>Date:</b>	
<b>Grantor:</b>	Rhode Island Department of Labor and Training
<b>Print Representatives Name:</b>	Sarah Blusiewicz
<b>Representatives Title:</b>	Assistant Director of Workforce Development Services Division
<b>Signature of Representative:</b>	

## **DLT Policy Notice: 13-1**

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**SUBJECT: Language Access Policy (revised)**

**PURPOSE:** To implement new policy for language access services for non-English speaking customers and customers with Limited English Proficiency

**Date Issued:** November 15, 2013

**Revision Date:** May 24, 2022

### **Background**

The United States Department of Labor (USDOL) guidance regarding persons with Limited English Proficiency requires recipients of federal financial assistance to ensure meaningful access to their programs and activities by persons with Limited English Proficiency (LEP) pursuant to Title VI of the Civil rights act of 1964, its implementing regulations, and Section 188 of the Workforce Investment Act of 1998. The guidance does not create new legal requirements or change existing requirements. It clarifies what the law already requires with respect to ensuring that information and services are accessible to LEP persons. Eligible LEP persons must be able to access the full spectrum of services provided by the recipients (Department of Labor and Training). The purpose, as stated in the revised guidance, is “to assist recipients in fulfilling their responsibilities to provide meaningful access to LEP persons under existing law.” The USDOL advises that recipients are required by Title VI to take reasonable steps to provide meaningful access to federally assisted programs and activities by LEP persons through language assistance that is reasonable, timely and effective.

### **Policy Statement**

It is the policy of the Department of Labor and Training (DLT) to provide meaningful access to all programs and services offered by the department to non-English speakers and LEP persons. Each division within DLT shall take reasonable steps to ensure access to non-English speakers and LEP persons to their division’s programs, services and activities. To ensure equal access, each division shall:

- Conduct a needs assessment
- Determine capacity for providing services
- Determine which documents are vital
- Translate vital documents into languages other than English
- Ensure access to oral language assistance/translators
- Develop written procedures for serving non-English speakers and LEP persons
- Notice customers as to the availability of services in languages other than English
- Monitor customer access to language assistance

### **Purpose and Authority**

The purpose of this policy is to provide guidelines consistent with Title VI of the Civil Rights Act of 1964, its implementing regulations, and Section 188 of the Workforce Investment Act of 1998 for DLT personnel to follow when working with or providing services to non-English speakers and LEP persons.

## **Definitions**

Customer – Any applicant, claimant or recipient of services provided by the Department of Labor and training, including non-English speakers and LEP persons.

Department – Rhode Island Department of Labor and Training

Language Access Services – Any oral or written translation necessary for non-English speaking/LEP customers.

Limited English Proficient Person – Any person that cannot read, speak or understand the English language at a level that permits effective interaction with the department.

Translation – The rendering of the written text of one language into an equivalent written text of another language while retaining the same meaning.

Vital Document – A document, either written or electronic, that contains information critical for accessing services.

## **Language Access Coordinator**

Angelyne Cooper, Legal Counsel/Interim State-level EO Officer, is the department's Language Access Coordinator (LAC). Mrs. Cooper serves as DLT's point of contact for all language access related matters.

## **Standards**

1. General Statement – DLT staff shall provide services to all customers, including non-English speakers and LEP persons, in a manner that ensures that the customer has meaningful access to department programs and activities.
2. Division/Program Area Procedures – Each division/program area shall work with the LAC to develop appropriate written procedures regarding access to language services for their customers. Procedures shall address the provision of language services, identification of language needs, notification of available language services, staff training on language service provision and monitoring access to language services. All plans must be submitted to the LAC for review to ensure compliance with all applicable policies and laws.
3. Compliance/Responsibilities – The Assistant Director for each division/program area at DLT is responsible to ensure that the services offered by their division are in compliance with this policy. Divisions shall assign a point of contact for EO/LEP matters that will work to ensure that ongoing information needs are met and compliance matters are addressed in a timely manner.
4. Needs and Capacity Assessment – Each division of DLT shall, on a regular schedule, determine the need for language access services within their division. In order to effectively serve non-English speaking and LEP customers, DLT's divisions shall determine:

- a. The number or proportion of non-English/LEP customers served
- b. The nature and importance of the program/activity
- c. The available resources for addressing language access services

Needs/capacity assessments must be reviewed and approved by the LAC.

5. Oral Language Assistance – Each division of DLT shall provide oral language assistance to customers either face-to-face or via telephone. Divisional written procedures serve as a guide for staff to access such services. Oral language assistance shall be provided free of charge to the customer. Services shall be provided in a timely and effective manner.
  - In the event that a customer requests assistance in a language other than a language DLT personnel are certified by the State of RI – Human Resources Division to interpret, DLT shall contract with a service to provide qualified and appropriate language services that accommodate the customer in question.
6. Translation of Written Materials – Each division shall ensure that all vital documents pertaining to their program area are available in languages other than English. Vital documents shall be translated into languages determined to be used significantly by the customers of their respective divisions. Vital documents may be translated either by state certified interpreters or a state approved translation contractor.
7. Monitoring – Each division shall develop procedures regarding monitoring the accessibility of language services in their program area. Additionally, divisions shall utilize a monitoring tool that has been approved by the LAC. Monitoring shall focus on reviewing the language access practices, materials and policies utilized by the division. Monitoring may also include desk reviews with personnel and interviews with customers to evaluate how practices are being implemented for quality assurance purposes.
8. Training – All DLT personnel that interact with customers will be trained on DLT’s practices and their division’s procedures for providing appropriate language access services. Training will occur on a regular schedule.
9. Complaints – The LAC (EO Compliance Officer) shall receive complaints and conduct investigations in accordance with the policies set forth in the department’s Methods of Administration (MOA). This procedure will be located on the department’s website.

### **Effective Date**

This policy is effective as of the issuance date.

# **Element II**

# **Documentation**



STATE OF RHODE ISLAND  
**OFFICE OF GOVERNOR DANIEL J. MCKEE**

May 31, 2022

Mr. Matthew D. Weldon, Director  
Rhode Island Department of Labor and Training  
1511 Pontiac Avenue  
Cranston, RI 02920

**RE: Rhode Island State-Level Equal Opportunity Officer Designation**

Dear Director Weldon:

Pursuant to Title 29, Code of Federal Regulations (CFR), Section 38.28, the Governor is required to designate an individual as a State-level Equal Opportunity (EO) Officer. The State-level EO Officer reports directly to the Governor and is responsible for State program compliance with the equal opportunity and nondiscrimination requirements of the Workforce Innovation and Opportunity Act (WIOA) and implementing regulations, 29 CFR 38.

As Governor, I hereby authorize you to act as my designee and appoint an EO Officer for the State of Rhode Island.

I trust you will select someone with the knowledge and ability to soundly perform the duties required of the State-level EO Officer. Additionally, please know that I am prepared and ready to provide the State-level EO Officer with the resources necessary to carry out their duties and fulfill the equal opportunity responsibilities statutorily required.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel J. McKee", is written over the word "Sincerely,".

Daniel J. McKee  
Governor

STATE OF RHODE ISLAND



**Department of Labor and Training**

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone: (401) 462-8000

TDD: R.I. Relay 711

Daniel J. McKee  
Governor

Matthew D. Weldon  
Director

June 8, 2022

Ms. Angelyne E. Cooper, Esq.  
Legal Counsel  
Rhode Island Department of Labor and Training  
1511 Pontiac Avenue  
Cranston, RI 02920

Dear Attorney Cooper:

Pursuant to Title 29, Code of Federal Regulations (CFR), Section 38.28, the Governor is required to designate an individual as a State-level Equal Opportunity (EO) Officer. The State-level EO Officer reports directly to the Governor and is responsible for State program compliance with the equal opportunity and nondiscrimination requirements of the Workforce Innovation and Opportunity Act (WIOA) and implementing regulations, 29 CFR 38. In addition, 29 CFR 38.28 requires that all recipients of WIOA Title I financial assistance, which includes the Department of Labor and Training, designate an EO Officer who is a senior level employee and who reports directly to the individual with the highest level of authority for the entity.

I have been authorized by the Governor to serve as his designee and appoint a State-level EO Officer. Accordingly, I hereby appoint you to serve as the Interim State-level EO Officer for Rhode Island and you will serve in that role until a permanent EO Officer is appointed.

As the Department's EO Coordinator, I know you are aptly qualified for this position and that you will serve the State and the Department well. Please know that the Department is prepared and ready to provide you with the resources you need to carry out these important duties and to fulfill the equal opportunity responsibilities statutorily required.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Weldon'.

Matthew D. Weldon  
Director

**CLASS TITLE: EQUAL OPPORTUNITY OFFICER**

**Class Code: 02730200**  
**Pay Grade: 23A**  
**EO: B**

**CLASS DEFINITION:**

**GENERAL STATEMENT OF DUTIES:** To act as a liaison in assisting state agencies in a program designed to assure equal opportunity and affirmative action.

**SUPERVISION RECEIVED:** Works under the general supervision of a superior with wide latitude for the exercise of independent judgement; work is reviewed for results attained and for conformance to laws, rules and regulations.

**SUPERVISION EXERCISED:** Usually none.

**ILLUSTRATIVE EXAMPLES OF WORK PERFORMED:**

To act as a liaison in assisting state agencies in a program designed to assure equal opportunity and affirmative action.

To continuously make contact with the agency's Employee Relations Officer to discuss the goals of equal opportunity and to develop awareness towards affirmative action.

To provide counseling for employees or applicants who believe they have been discriminated against because of race, color, religion, sex, age, national origin, sexual orientation, or handicap, and to investigate those complaints as directed.

To act as an advisor to the agency's Equal Opportunity Advisory Committee and assist in the preparation of the Affirmative Action Plan.

To audit Affirmative Action Plans to determine if the equal opportunity goals are being met.

To be responsible for following federal and state legislation acts, interpreting their provisions concerning equal opportunity programs and enforcement.

To conduct an Exit Interview Program for all employees terminating from state service.

To evaluate the Equal Opportunity and Affirmative Action programs of all companies doing business with the state, and in the state, when requested.

To monitor the state's contract compliance program and provide compliance reviews as directed.

To participate in the development and implementation of programs for training, education, job redesign and career counseling to assure opportunities for the upward mobility of employees.

To act as an advisor to department directors and other supervisory personnel as to the aims and requirements of the equal opportunity program.

To do related work as required.

**REQUIRED QUALIFICATIONS FOR APPOINTMENT:**

**KNOWLEDGES, SKILLS AND CAPACITIES:** A working knowledge of the principles, practices, and techniques of equal opportunity work and the ability to apply this knowledge to the problems of realizing equal opportunity; a working knowledge of the causes and effects of discriminatory practices against women and minorities; a familiarity with the state personnel system with regard to hiring, training, and promoting; a familiarity with federal and state laws as they relate to equal opportunity; a familiarity with the organizational structure of state government; the ability to devise programs designed to assure equal opportunity; the ability to maintain effective working relationships with officials, workers and with women and minority groups; and related capacities and abilities.

**EDUCATION AND EXPERIENCE:**

Education: Such as may have been gained through: graduation from a college of recognized standing;  
and

Experience: Such as may have been gained through: employment in a responsible capacity in one of the following fields: counseling persons with problems concerning discrimination or rehabilitation, personnel work, work with deprived or minority groups, social work, or a closely related field.

Or, any combination of education and experience that shall be substantially equivalent to the above education and experience.

Class Revised: February 1, 1998

Editorial Review: 3/15/03

# **Element III**

# **Documentation**

# EQUAL OPPORTUNITY IS THE LAW

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I—financially assisted program or activity.

The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIOA Title I—financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

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

## WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION

If you think that you have been subjected to discrimination under a WIOA Title I—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);

**Angelyne E. Cooper, Legal Counsel**  
**Rhode Island Department of Labor and Training**  
**1511 Pontiac Avenue, Cranston, RI 02920**  
[angelyne.e.cooper@dlt.ri.gov](mailto:angelyne.e.cooper@dlt.ri.gov) | 401-462-8881

or

**Director, Civil Rights Center (CRC), U.S. Department of Labor**  
**200 Constitution Avenue NW, Room N-4123, Washington, DC 20210**  
or electronically as directed on the CRC website at [www.dol.gov/crc](http://www.dol.gov/crc).

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 may file a complaint with CRC before receiving that Notice. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

# LA IGUALDAD DE OPORTUNIDAD ES LA LEY

La ley prohíbe que este beneficiario de asistencia financiera federal discrimine por los siguientes motivos: contra cualquier individuo en los Estados Unidos por su raza, color, religión, sexo (incluyendo el embarazo, el parto y las condiciones médicas relacionadas, y los estereotipos sexuales, el estatus transgénero y la identidad de género), origen nacional (incluyendo el dominio limitado del inglés), edad, discapacidad, afiliación o creencia política, o contra cualquier beneficiario, solicitante de trabajo o participante en programas de capacitación que reciben apoyo financiero bajo el Título I de la ley de Innovación y Oportunidad en la Fuerza Laboral (WIOA, por sus siglas en inglés), debido a su ciudadanía, o por su participación en un programa o actividad que recibe asistencia financiera bajo el Título I de WIOA.

El beneficiario no deberá discriminar en los siguientes áreas: decidiendo quién será permitido de participar, o tendrá acceso a cualquier programa o actividad que recibe apoyo financiero bajo el Título I de WIOA; proporcionando oportunidades en, o tratar a cualquier persona con respecto a un programa o actividad semejante; o tomar decisiones de empleo en la administración de, o en conexión a un programa o actividad semejante.

Los beneficiarios de asistencia financiera federal deben tomar medidas razonables para garantizar que las comunicaciones con las personas con discapacidades sean tan efectivas como las comunicaciones con los demás. Esto significa que, a petición y sin costo alguno para el individuo, los recipientes están obligados a proporcionar ayuda auxiliar y servicios para individuos con discapacidades calificados.

## QUE DEBE HACER SI CREE QUE HA SIDO DISCRIMINADO

Si usted piensa que ha sido discriminado en un programa o actividad que recibe apoyo financiero bajo el Título I de WIOA, usted puede presentar una queja no más de 180 días después de la fecha en que ocurrió la presunta violación, ya sea con: El oficial de igualdad de oportunidad del recipiente (o la persona que el recipiente haya designado para este propósito);

**Angelyne E. Cooper, Legal Counsel**  
**Rhode Island Department of Labor and Training**  
**1511 Pontiac Avenue, Cranston, RI 02920**  
[angelyne.e.cooper@dlt.ri.gov](mailto:angelyne.e.cooper@dlt.ri.gov) | 401-462-8881

O:

**Director, Civil Rights Center (CRC), U.S. Department of Labor**  
**200 Constitution Avenue NW, Room N-4123, Washington, DC 20210**  
o electrónicamente como indica el sitio web del CRC [www.dol.gov/crc](http://www.dol.gov/crc).

Si usted presenta una queja con el recipiente, usted debe esperar hasta que el recipiente emita una decisión final escrita o que pasen por lo menos 90 días (lo que ocurra primero), antes de presentar una queja con el Centro de Derechos Civiles (CRC, por sus siglas en inglés) a la dirección mencionada previamente. Si el beneficiario no le entrega una decisión final escrita dentro de 90 días después de la fecha en que presento su queja, usted puede presentar su queja con el CRC antes que reciba la decisión final. Sin embargo, es necesario presentar su queja con el CRC dentro de 30 días después de la fecha límite de 90 días (en otras palabras, dentro de 120 días después de la fecha en que presento la queja con el recipiente). Si el recipiente emite una decisión final escrita, pero usted no está satisfecho con el resultado o resolución, usted puede presentar una queja con el CRC. Usted debe presentar su queja con el CRC dentro de 30 días después que reciba la decisión final escrita.

- About Us
- Annual Reports
- Program Funding
- Contact Us
- Language Access Resources
- Press Releases
- Laws, Rules, and Regulations

# Equal Opportunity is the Law

## It is against the law for a recipient of Federal financial assistance to discriminate on the following bases:

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

## The Federal financial recipient providing services must not discriminate against customers in any of the following areas:

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

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

## What To Do If You Believe You Have Experienced Discrimination

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

Angelyne E. Cooper  
Legal Counsel  
Rhode Island Department of Labor and Training  
1511 Pontiac Avenue  
Cranston, RI 02920  
✉ [angelyne.e.cooper@dlt.ri.gov](mailto:angelyne.e.cooper@dlt.ri.gov)  
☎ [401-462-8881](tel:401-462-8881) (phone)  
401-462-8884 (fax)

Hi! I'm Hope the UI Help Bot, the Department of Labor and Training's virtual assistant. I'm here to answer any questions about your unemployment insurance and other DLT programs. Click on the anchor to get started!



**Limited English Proficiency (LEP) Advisory Workgroup  
2022 Members**

<b>Name</b>	<b>Organization</b>	<b>Title/Division</b>
Sam Cramer	Center for Justice	Attorney
Jennifer Wood	Center for Justice	Executive Director
Kannyka Pouk	Center for Southeast Asians	Director of Programs
Channavy Chhay	Center for Southeast Asians	Executive Director
Elena Taborda	Dorcas International Institute of RI	Career & Academic Pathways Lead
Kathy Cloutier	Dorcas International Institute of RI	Executive Director
Linda Katz	Economic Progress Institute	Executive Director
Heiny Maldonado	Fuerza Laboral	Executive Director
Morris Akinfolarin	Oasis International, African Center of RI	Founder
Mario Bueno	Progreso Latino	Executive Director
Omar Bah	Refugee Dream Center	Executive Director
Carol Gibson	RI Department of Labor and Training	Board of Review
Cheryl Burrell	RI Department of Labor and Training	Chief of Equity and Equal Opportunity
Sarah Blusiewicz	RI Department of Labor and Training	Chief Operating Officer
Margaux Fontaine	RI Department of Labor and Training	Communications
Matt Weldon	RI Department of Labor and Training	Department Director
Talia DeVincenzis	RI Department of Labor and Training	Governor's Workforce Board
Angelyne Cooper	RI Department of Labor and Training	Legal
Sean Fontes	RI Department of Labor and Training	Legal
Pauline Abetti	RI Department of Labor and Training	Office of Community Engagement
Ray Pepin	RI Department of Labor and Training	TDI/TCI
Dyana Bogan	RI Department of Labor and Training	Unemployment Insurance
Kathy Catanzaro	RI Department of Labor and Training	Unemployment Insurance
Scott Greco	RI Department of Labor and Training	Unemployment Insurance
Jessica Johnson	RI Department of Labor and Training	Unemployment Insurance
Sandra Miller-Becton	RI Department of Labor and Training	Unemployment Insurance
Matt Carey	RI Department of Labor and Training	Worker's Compensation
Kathy McElroy	RI Department of Labor and Training	Worker's Compensation
Cindy Salvas	RI Department of Labor and Training	Worker's Compensation
Gretchen DeFazio	RI Department of Labor and Training	Worker's Compensation
Maria Carlucci	RI Department of Labor and Training	Workforce Development
David Rodrigues	RI Department of Labor and Training	Workforce Regulation and Safety
Joseph Degan	RI Department of Labor and Training	Workforce Regulation and Safety
Veronica Kot	RI Legal Services	Staff Attorney

# Department of Labor and Training Limited English Proficiency (LEP) Plan

May 7, 2019

## PURPOSE

The purpose of this Limited English Proficiency (LEP) plan is to clearly delineate how the department's Language Access Policy Directives (DLT Policy 13-1) are to be implemented. The following procedures will be addressed in this document:

- Identification of persons responsible for implementation of a division's LEP policy work
- How divisions will identify and assess LEP needs
- Timeframes, objectives and benchmarks
- Identify funding necessary to fulfill objectives
- Provide meaningful notice of available services
- Procedures for staff training
- Ensuring quality and accurate translations/interpretations
- Monitoring for compliance with the policy/plan
- Collaboration with partners

## LANGUAGE ACCESS COORDINATOR

Mr. Matthew D. Weldon  
Assistant Director/State-level EO Officer  
Department of Labor and Training  
1511 Pontiac Avenue  
Cranston, Rhode Island 02920  
(401) 462-8150 / [matthew.weldon@dlt.ri.gov](mailto:matthew.weldon@dlt.ri.gov)

## LEP WORKGROUP

The department established the LEP Workgroup in December 2013. This group consists of representatives from each division at the department that provides customer service to the public, representatives of the DLT Executive/Legal Offices, the department's Language Access Coordinator and representatives of community groups that have experience and expertise in working with foreign language speaking populations.

In an effort to ensure that community input is sought and provided regarding the department's language access services, the department will engage at least two community-based groups from diverse backgrounds as members of the LEP Workgroup. Outreach efforts for obtaining input from new or additional groups will be discussed by the LEP Workgroup.

The LEP Workgroup will meet at least biannually to review materials, practices, the Language Access Policy Directives and this LEP Plan.

## DIVISIONAL RESPONSIBILITIES

The department's Language Access Policy Directives require the divisions of the department to perform prescribed functions to ensure that the department's goal of providing meaningful access to all customers is fulfilled. The following table identifies the persons responsible for ensuring that all required functions are performed from each applicable division:

<b>Income Support</b> Unemployment Insurance/ Temporary Disability Insurance	<b>Fern Casimiro, Assistant Director</b> Jessica Videira, EO/LEP Coordinator for UI Raymond Pepin, EO/LEP Coordinator for TDI
<b>Workforce Development Services</b>	<b>Sarah Blusiewicz, Assistant Director</b> Ketty Gil, EO/LEP Coordinator
<b>Workers' Compensation</b>	<b>Matthew Carey, Assistant Director</b> Gretchen DeFazio, EO/LEP Coordinator Cindy Salvas, EO/LEP Coordinator
<b>Workforce Regulation &amp; Safety</b>	<b>Joseph Degnan, Assistant Director</b> David Rodrigues, EO/LEP Coordinator
<b>UI/TDI Board of Review</b>	<b>Raymond Maccarone, Chief Referee</b> Carol Gibson, EO/LEP Coordinator
<b>Labor Market Information</b>	<b>Donna Murray, Assistant Director</b> Lisa Dutilly, EO/LEP Coordinator

Each of the persons identified above has assigned an EO/LEP Coordinator from their division to work with the department's Language Access Coordinator. Additionally, they may assign staff to assist in performing the necessary steps to fulfill their divisional responsibilities; the Assistant Directors/Chief Referee will be responsible for ensuring that the requirements have been met.

Each division shall:

- Assign an EO/LEP Coordinator
- Conduct a needs assessment
- Determine capacity for providing services
- Determine which documents are vital
- Translate vital documents into languages other than English
- Ensure access to oral language assistance/translators
- Develop written procedures for serving non-English speakers and LEP persons
- Notify customers as to the availability of services in languages other than English
- Monitor customer access to language assistance

## NEEDS ASSESSMENT

In order to determine if the department is providing meaningful access to all services for persons with Limited English Proficiency (LEP), a needs assessment shall be conducted. The department will determine the need for services based on information obtained via two methods:

1. Each division will review their work unit's past experience regarding providing language access services. This review will require divisions to compile an inventory of requests for services their division has received in the last 12 months. If this information is not available divisions will poll their

customer service/front line staff to gauge their opinion on the perceived need for services in a particular language. Additionally, the review will capture the number of customers served in a particular language by the division. This information will provide a baseline for expected levels of service/need.

2. The Labor Market Information (LMI) division will conduct a review of Rhode Island's population demographics in order to determine the languages that are most frequently utilized by the state population. The division will review data provided by the U.S. Census Bureau to make this determination. U.S. census information will be considered reliable for this purpose.

If the review conducted by the LMI division reveals that a new language is significantly used in Rhode Island the LMI division shall report that information to the Language Access Coordinator. The Language Access Coordinator will subsequently issue a policy notification to each division at DLT that interacts with public customers to make them aware of the need to expand their language access services for that particular language.

## **PROCEDURES**

Each public-facing division at DLT shall develop written procedures for serving non-English speaking and LEP customers. The department's Language Access Coordinator must review and approve all plans before implementation. Plans should address:

## **EFFECTIVE COMMUNICATION**

In order to provide meaningful access to all services that DLT offers, the department must ensure that it communicates effectively with the public. When working with LEP customers, it is imperative that they have a full understanding of the information being discussed. To provide effective communications, DLT will translate all vital documents into the languages most frequently used by customers and provide interpreters for in-person and telephone interactions with those customers.

## **WRITTEN TRANSLATIONS**

Vital documents are documents, either written or electronic, that contain information critical for accessing services. Each division of the department shall develop criteria to determine which documents regularly utilized by that division are considered to be vital.

Vital documents shall be provided in the languages most frequently used by DLT customers. In order to ensure that translations are both accurate and effective they will either be performed by state personnel that have been certified by the RI Division of Human Resources to translate materials in that particular language or DLT staff will procure the services of a professional language translation service. Approved vendors providing these services are available on the state's Master Price Agreement (MPA). Division EO/LEP Coordinators shall request from Assistant Directors that staff perform the service or work with their division's procurement liaison to obtain these services in accordance with all applicable RI purchasing rules. Once the translation service has been provided, divisions shall work with the Division of Information Technology (DoIT) to program the information into all necessary databases/IT programs so that the translated form will be available electronically and distributed to LEP customers. Additionally, divisions shall work with DLT's Marketing and Communications unit to ensure that the translated documents are available on the department's website.

In addition to translating necessary forms and correspondence, DLT shall translate all vital information posted to the department’s website. Each division that has information posted on the department’s website will utilize the same criteria to identify vital documents as well as specific web materials to be translated. The Marketing and Communications unit will collaborate with the division’s EO/LEP Coordinator to perform the necessary functions required to post this information on the department’s website.

**ORAL LANGUAGE SERVICES**

To ensure that DLT customers have meaningful access to services, DLT employs interpreters for in-person interactions and telephone services. Based on need, department divisions have state personnel that have been certified by the RI Department of Administration, Division of Human Services, as foreign language interpreters. Should a division require interpreter services for a language other than one in which they employ an interpreter, the division shall obtain the services via a professional interpreter service that is duly qualified to provide services in the necessary language. Additionally, should those services not be readily available, divisions may utilize services provided via telephone. Division EO/LEP Coordinators shall work with their division’s procurement liaison to obtain these services in accordance with all applicable RI purchasing rules.

**Current Services**

Division	Language	State Personnel		Contracted Services	
		Interpreter	Translator	Interpreter	Translator
Income Support	Spanish	x	x	x	x
	Portuguese	x			x
	Cambodian	x			x
	Laotian	x			x
	Hmong	x			x
UI/TDI Board of Review	Spanish	x			x
	Portuguese			x	x
Workforce Development Services	Spanish	x	x		x
	Portuguese			x	x
Workers’ Compensation	Spanish	x	x		x
	Portuguese			x	x
Workforce Regulation/ Safety	Spanish	x	x		x
	Portuguese			x	x

**NOTICE OF AVAILABLE SERVICES**

To fulfill DLT’s mission of providing meaningful access to all services for persons with Limited English Proficiency, the department must provide notice to the public of all available language access services. To accomplish this, the divisional EO/LEP Coordinators will:

- Work with the Marketing and Communications unit to draft the copy for the notice and design the document

- Procure necessary translation services utilizing approved MPA vendors
- Post the notices to the DLT website
- Post the notices in each of the DLT public service offices/areas

## **LEP FLYER**

The Marketing and Communications unit will develop an LEP flyer to be publicly posted and made available for all DLT customers. The flyer will be available in the languages that are most significantly used by DLT customers.

## **FUNDING FOR LANGUAGE ACCESS SERVICES**

The department's divisions are funded either via federal grants, restricted receipt accounts or general revenue appropriations. Each division has resources available in their budget to provide the language access services described in this plan. Funds are budgeted at the previous year's level of service and with flexibility should additional services be needed.

## **STAFF TRAINING**

The Language Access Coordinator is responsible for developing a training guide on the department's language access services. This guide will be reviewed by the LEP Workgroup before utilization.

The Language Access Coordinator will conduct training with divisional EO/LEP Coordinators that will cover the following:

- General information about working with non-English speaking or LEP customers
- LEP customer rights
- DLT's Language Access Policy Directives
- DLT's responsibilities to provide services

In order to ensure that all department staff that interacts with the public receives the appropriate training, the Language Access Coordinator will assist divisional EO/LEP Coordinators in developing division-specific training guides. Divisional EO/LEP Coordinators will be responsible for training the managers in their divisions. Managers will train their staff utilizing the divisional training guide.

All training will be conducted utilizing training guides that have been approved by the Language Access Coordinator. Additionally, divisional EO/LEP Coordinators shall track all training conducted in their division and report that information to the Language Access Coordinator.

## **MONITORING/EVALUATION**

The department will formally evaluate this LEP Plan biannually, in January and July. This evaluation will be conducted by the LEP Workgroup. The process will entail a thorough review of:

- Updated information from LMI regarding new population demographics and new significant languages used by Rhode Island residents
- All processes to evaluate their effectiveness in providing language access services to non-English speaking or LEP customers
- Training protocols

On an ongoing basis, division EO/LEP Coordinators are responsible for regular review of the plan and the language access services provided to customers of their division. It is the responsibility of each division’s assistant director to ensure that their division continues to adhere to the department’s Language Access Policy Directives and this plan. Formal changes to the plan must be coordinated with the department’s Language Access Coordinator and will be reviewed by the LEP Workgroup before implementation.

Periodic monitoring will be conducted by the State Workforce Investment Office to ensure that the procedures in this plan are being adhered to and that services are readily available as required.

**TIMEFRAMES/OBJECTIVES**

**Income Support Division**

Unemployment Insurance/Temporary Disability Insurance

Fern Casimiro, Assistant Director

<b>Action Item</b>	<b>Timeframe/ Completion</b>	<b>Party Responsible</b>	<b>Party Accountable</b>
Assign EO/LEP Coordinator	January 2014 Completed Reviewed Annually	Asst. Dir.	Asst. Director
Conduct needs assessment	March 2014 Completed Reviewed Annually	EO/LEP Coord.	Asst. Director
Develop written procedures	July 2014 Completed Reviewed Annually	EO/LEP Coord.	Asst. Director
Determine vital documents	July 2014 Completed Reviewed Annually	EO/LEP Coord.	Asst. Director
Translate vital documents into Spanish and Portuguese	ongoing	EO/LEP Coord.	Asst. Director
Notify customers of availability of language services	ongoing	EO/LEP Coord.	Asst. Director
Staff training	ongoing	EO/LEP Coord.	Asst. Director
Monitor for ongoing compliance/changes in service requests		EO/LEP Coord.	Asst. Director
		WFDS	Asst. Director

**UI/TDI Board of Review**

Raymond Maccarone, Chief Referee

<b>Action Item</b>	<b>Timeframe/ Completion</b>	<b>Party Responsible</b>	<b>Party Accountable</b>
Assign EO/LEP Coordinator	January 2014 Reviewed Annually	Chief Referee	Chief Referee
Conduct needs assessment		EO/LEP Coord.	Chief Referee
Develop written procedures		EO/LEP Coord.	Chief Referee
Determine vital documents		EO/LEP Coord.	Chief Referee
Translate vital documents into Spanish and Portuguese	ongoing	EO/LEP Coord.	Chief Referee
Notify customers of availability of language services	ongoing	EO/LEP Coord.	Chief Referee
Staff training		EO/LEP Coord.	Chief Referee
Monitor for ongoing compliance/changes in service requests		EO/LEP Coord.	Chief Referee
		WFDS	Asst. Director

**Workforce Development Services Division**

Sarah Blusiewicz, Assistant Director

<b>Action Item</b>	<b>Timeframe/ Completion</b>	<b>Party Responsible</b>	<b>Party Accountable</b>
Assign EO/LEP Coordinator	January 2014 completed Reviewed Annually	Asst. Dir.	Asst. Director
Conduct needs assessment	Feb. 2014 Completed Reviewed Annually	EO/LEP Coord.	Asst. Director
Develop written procedures	July 2014 Completed Reviewed Annually	EO/LEP Coord.	Asst. Director
Determine vital documents	July 2014 Completed Reviewed Annually	EO/LEP Coord.	Asst. Director
Translate vital documents into Spanish and Portuguese	ongoing	EO/LEP Coord.	Asst. Director
Notify customers of availability of language services	ongoing	EO/LEP Coord.	Asst. Director
Staff training	ongoing	EO/LEP Coord.	Asst. Director
Monitor for ongoing compliance/changes in service requests		EO/LEP Coord.	Asst. Director
		WFDS	Asst. Director

**Workers' Compensation Division**

Matthew Carey, Assistant Director

<b>Action Item</b>	<b>Timeframe/ Completion</b>	<b>Party Responsible</b>	<b>Party Accountable</b>
Assign EO/LEP Coordinator	January 2014 Reviewed Annually	Asst. Dir.	Asst. Director
Conduct needs assessment		EO/LEP Coord.	Asst. Director
Develop written procedures		EO/LEP Coord.	Asst. Director
Determine vital documents		EO/LEP Coord.	Asst. Director
Translate vital documents into Spanish and Portuguese		EO/LEP Coord.	Asst. Director
Notify customers of availability of language services		EO/LEP Coord.	Asst. Director
Staff training		EO/LEP Coord.	Asst. Director
Monitor for ongoing compliance/changes in service requests		EO/LEP Coord.	Asst. Director
		WFDS	Asst. Director

**Workforce Regulation and Safety Division**

Joseph Degnan, Assistant Director

<b>Action Item</b>	<b>Timeframe/ Completion</b>	<b>Party Responsible</b>	<b>Party Accountable</b>
Assign EO/LEP Coordinator	January 2014 Reviewed Annually	Asst. Dir.	Asst. Director
Conduct needs assessment	ongoing	EO/LEP Coord.	Asst. Director
Develop written procedures	ongoing	EO/LEP Coord.	Asst. Director
Determine vital documents	ongoing	EO/LEP Coord.	Asst. Director
Translate vital documents into Spanish and Portuguese	ongoing	EO/LEP Coord.	Asst. Director
Notify customers of availability of language services	ongoing	EO/LEP Coord.	Asst. Director
Staff training	ongoing	EO/LEP Coord.	Asst. Director
Monitor for ongoing compliance/changes in service requests	ongoing	EO/LEP Coord.	Asst. Director
		WFDS	Asst. Director

## Marketing and Communications Unit

<b>Action Item</b>	<b>Timeframe/ Completion</b>	<b>Party Responsible</b>	<b>Party Accountable</b>
Assign EO/LEP Coordinator	January 2014 Reviewed Annually	LAC	LAC
Work with divisions/units to draft written procedures	ongoing	EO/LEP Coord.	LAC
Post notice of language services online	ongoing	EO/LEP Coord.	LAC
Develop LEP Flyer	ongoing	EO/LEP Coord.	LAC
Develop posters re: - notice of language services - LEP flyer	ongoing	EO/LEP Coord.	LAC

## **Providing Unemployment Insurance (UI) to Limited English Proficient (LEP) Customers**

The purpose of this plan is to ensure UI customers meaningful access to services, programs and activities, for all LEP customers.

A Limited English Proficiency (LEP) person is someone who cannot speak, read, write, or understand the English language at a level that allows him/her to interact effectively with Agency staff. **A customer maintains the right to self-identify as LEP.**

The plan below identifies the number of LEP customers that are likely to be served by the Unemployment Insurance Service Center (UISC), as well as the procedure that should be followed when an LEP customer contacts the UISC. This plan will ensure LEP customers meaningful access to the UI program when contacting the UISC by phone, online, or when scheduled for a hearing with the Central Adjudication Unit.

This plan also outlines all UI documents that are mailed to customers and identifies the UI documents that are considered to be vital. Any document that is identified as being a vital UI document will be provided to customers in English or Spanish depending on the customer's needs. In addition, all UI documents will be updated to include the tagline below as follows:

**IMPORTANT!** This document contains important information about your rights, responsibilities, and/or benefits. It is critical that you understand the information in this document. We will provide this information in your preferred language at no cost to you. Call 401-243-9100 for assistance in the translation and understanding of this document.

## Needs Assessment

An assessment of the Unemployment Insurance claim load was completed to determine the number of LEP customers likely to be served. Based on the claim statistics the Unemployment Insurance Service Center will provide oral interpretation and written translation services for Spanish speaking customers. In addition, we will ensure meaningful access to the UI program for all LEP customers.

The following data represents all customers paid week-ending 8/28/21 and whether they selected a language preference of Spanish or English.

<b>Claim Statistics for Customers Paid Week-Ending 8/28/21</b>		
<b>Language</b>	<b>Number of Claims</b>	<b>Percentage of Claims</b>
English	109,075	94.1%
Spanish	6,798	5.9%
<b>Total</b>	<b>115,873</b>	

The following data represents all claims filed in 2020 and whether the customer selected a language preference of English or Spanish.

<b>Claim Statistics for 2020</b>		
<b>Language</b>	<b>Number of Claims</b>	<b>Percentage of Claims</b>
English	177,959	95.9%
Spanish	7,685	4.1%
<b>Total</b>	<b>185,644</b>	

This following data represents the language queue selected by the customer when contacting the Call Center in 2020. The customer had the option of speaking with an English, Spanish, or Portuguese interpreter. Please note the Portuguese queue was shut down in August of 2020 due to limited staffing resources and minimal incoming calls. Staff were directed to use the language line for any necessary translations.

<b>Call Center Phone Calls in 2020</b>		
<b>Language Queue</b>	<b>Number of Calls</b>	<b>Percentage of Calls</b>
ENGLISH	127,758	84.8%
SPANISH	21,897	14.5%
PORTUGUESE	1008	0.7%
<b>TOTALS</b>	<b>150,663</b>	

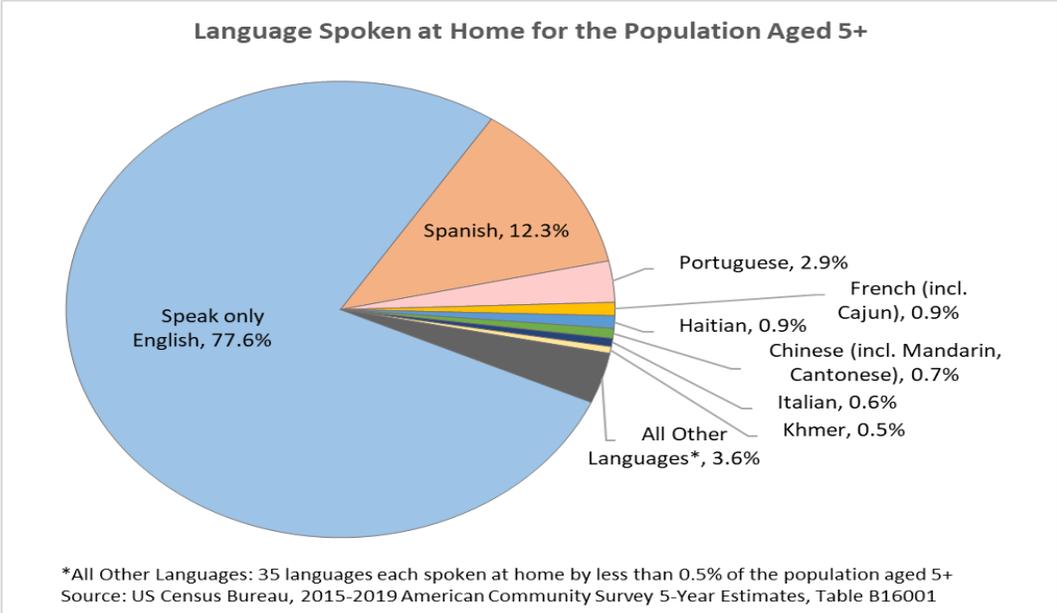
\*\*Note: the data listed above for “Call Center phone calls in 2020” is provided by the Avaya CMS program and is only an estimate, as the number of calls received by the department is based on the number of staff assigned to each queue.

The following data represents the languages for which we requested interpreting services and the number of times we requested the service in 2020.

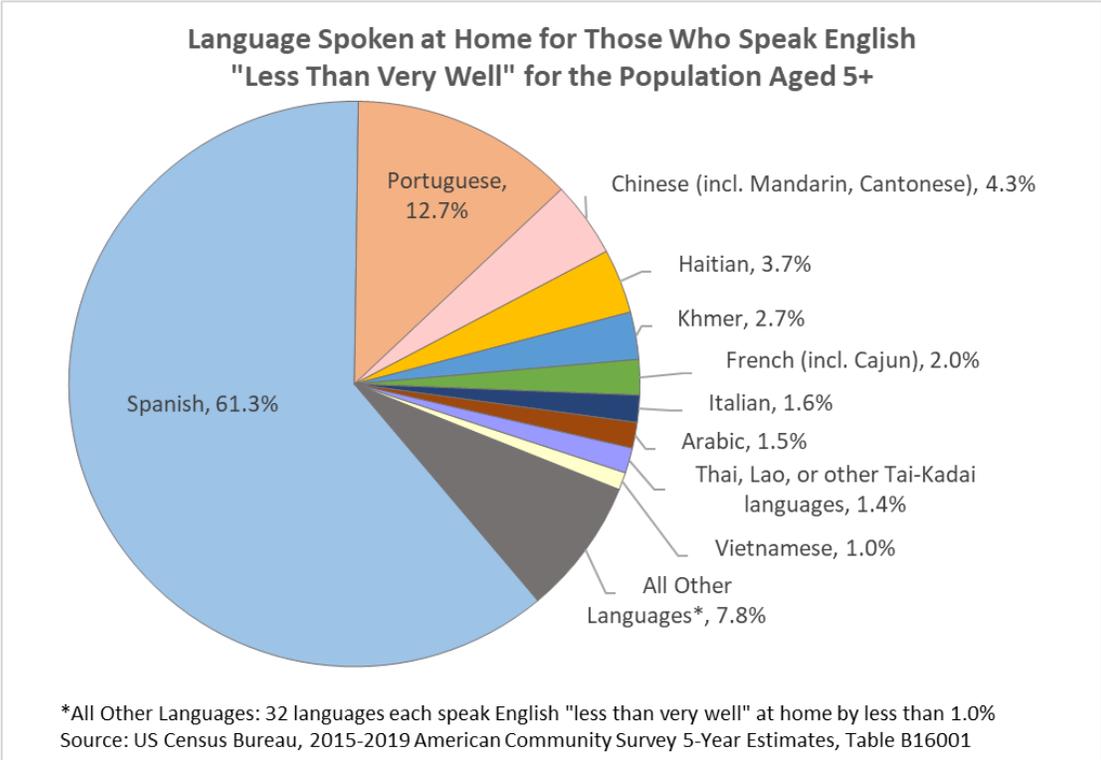
<b>Interpreting Services languages 2020</b>	
Mandarin	20
Vietnamese	5
Cambodian/Khmer	3
Haitian Creole	3
Laotian	3
Cantonese	2
Italian	2
Russian	2
Somali	2
Albanian	1
Farsi	1
French	1
Nepali	1
Romanian	1
Tigrinya	1
Urdu	1
<b>Total</b>	<b>49</b>

The data below is a representation of the languages spoken at home and is provided by the U.S. Census Data according to the 2015-2019 five-year American Community Survey (ACS) estimates.

The following chart displays the languages spoken at home of individuals in Rhode Island that are five years or older.



The following is the percentage of Rhode Islanders five years or older who spoke English less than “very well”. Please note that this also includes individuals that do not speak any English.



As of August 2021, the Unemployment Insurance Service Center has 11 interpreters. Please see the chart below:

### **Interpreters as of May 2022**

<b>Spanish Translators</b>
Maria Farias (Overpayment)
Marcela Bernard (CC)
Jose Tavarez (CC)
Emelda Benitez (CC)
Karen Ramirez (CC)
Estela Fleurant (CC)
Marisol Garcia (Adjudication)
John Guzman (Adjudication)

### **LEP Customers Contacting the Department by Phone**

Customers contacting the Call Center at 401-243-9100, 401-243-9600 and/or 401-415-6772 are provided with a language option of English or Spanish. If the customer selects Spanish, the automated messages will be provided in Spanish.

Customers are advised that they may certify for their weekly payment, validate their identity or speak to a UI specialist. These options may be selected in the following manner:

- ◆ Certify for weekly payment: Press 1
- ◆ Validate your identity: Press 2
- ◆ Speak to a UI specialist: Press 3

#### **Certify for weekly payment:**

Customers that select to certify for a weekly payment have the option of using the system in English or Spanish.

If an interviewer receives a call from an LEP customer stating that he/she cannot access the Telecert payment system because he/she does not speak English or Spanish, the interviewer will follow the attached "SWIS-LEP Customers".

#### **Validate your identity:**

Customers that select to validate their identity have the option of using the system in English or Spanish.

If an interviewer receives a call from an LEP customer stating that he/she cannot validate their identity because he/she does not speak English or Spanish, the interviewer will follow the attached "SWIS-LEP Customers".

#### **Speak to a UI specialist:**

Customers that select to speak to a UI specialist have the option of speaking to a representative in one of the languages listed below:

- ◆ English: Press 1
- ◆ Spanish: Press 2

Depending on the language line selected customers will automatically be transferred to an English or Spanish speaking representative.

Call Center representatives will follow the department's LEP procedure, if customers need assistance in another language. See attached "[SWIS-LEP Customers](#)".

### **LEP Customers Contacting the Department Online**

LEP customers contacting the Department online have the option of filing a claim in English or Spanish. Customers may also read their Benefit Rights online and use the Telecert payment system online in English or Spanish.

At this time, the online application is only available in English and Spanish, customers that speak another language are advised to contact the Call Center at 401-243-9100.

For additional information on UI documents that are mailed to customers that file a claim online, please see the section "[UI Vital Documents](#)" listed below.

### **LEP Customers Scheduled for an Adjudication Hearing**

LEP customers that are scheduled for adjudication hearings have the option of a Spanish or Portuguese hearing.

Adjudicators will follow the department's LEP procedure, if customers need assistance in another language. See attached "[SWIS-LEP Customers](#)".

### **UI Documents**

Once a claim is filed customers receive two initial mailings. Customers may receive additional mailings, if they are scheduled for an adjudication hearing, receiving a manual payment form, and/or selected for the profiling program (RESEA). Please see the attached "[UI Vital Documents](#)".

**The following are additional services available in English and Spanish:**

- Telecert payment system by phone and online
- General information webpage online (provided in any language through Google translate)
- Frequently asked questions online (provided in any language through Google translate)
- Benefit Rights online
- Work Search Requirements online

**Attachments:**

1. [Memo-Limited English Proficiency LEP 2021](#)
2. [SWIS-LEP Customers](#)
3. [UI Vital Documents](#)

## Language Link

Staff must use **Language Link** for interpreting services.

- If claimant **states** they need a Spanish or Portuguese interpreter:
  - please reach out to your direct manager, a DLT interpreter will contact the claimant back to assist.
  - If they do not state their language, call Language Link
  
- If staff are unable to determine the caller's language:
  - Do not try to guess the language
  - Advise the claimant to please hold while you get an interpreter on the line
  - Call Language Link: (**refer to the Telephonic How to Access Services document**)
    - After entering the account # **28963**, select **option 9**
    - You will advise the call center representative that you are unable to determine what language the caller is speaking and they will speak with the claimant to determine which interpreter they need.

## How to Access Over the Phone Interpretation Services

**Step 1:** Call 1-888-338-7394

**Step 2:** Enter Account Number **28963**, followed by # sign

**Step 3:** Select whether a 3<sup>rd</sup> party call is needed

- If a 3<sup>rd</sup> party call is selected, you will be prompted to enter and confirm the domestic phone number that will be used to reach the 3<sup>rd</sup> party.

**Step 4:** Select Language by Entering the Corresponding Number

- If the language you need is not listed in the options, Enter “9” for all other languages
- If you need to speak with a customer service rep. prior to being connected with the interpreter, Enter “9”

**Step 5:** Follow Additional Prompts (if applicable)

### IVR FAQs:

#### **What if I do not know my Account number?**

In order to obtain interpretation services, an account number is required. If you do not know your account number please contact your account manager or Language Link’s Client Relations team at 855-579-2704.

#### **What is a third party call?**

A third party call is when you need Language Link to call the LEP client and then bridge the call together with you and the interpreter.

#### **I need another language other than the ones listed. How do I get my interpreter on the line?**

**Press 9** for other languages and let the CSR know which language you require and they will connect you. If the language is unknown, you may reference the “Point to your Language” visual for help with most requested languages or ask a representative for assistance.

#### **What number should I call if my toll-free interpretation line isn’t working?**

Language Link understands that some telephone providers do not allow customers to access toll free lines. Because we want to ensure our customers have access to interpretation services, we assign backup local numbers for customers that may fall into this category. If you are unable to access the toll-free interpretation line assigned to your account, you may access interpretation services by dialing the backup number **360-314-0728**. Please note, you may incur long distance charges from your telephone provider when accessing the backup local number.

Please contact our Client Relations Team if you have any further questions:

Email: [ClientRelations@Language.Link](mailto:ClientRelations@Language.Link)

Toll Free: 1-855-579-2704



## TIPS & ADVICE



### YOUR ROLE

**WE ACCOMMODATE THREE-WAY INTERPRETATION CALLS.** At the beginning of the call tell the call center agent the name and phone number of the third party call to be connected.

**IMMEDIATELY INTRODUCE YOURSELF** to the limited-English proficient (LEP) client and explain your reason for calling.

**ALWAYS SPEAK IN FIRST PERSON.** For example, say, “Do you have a fever?” rather than “Ask her if she has a fever please.”

**TELEPHONE INTERPRETATION IS CONSECUTIVE INTERPRETATION.** After you speak one-two sentences or finish a thought, pause to give the interpreter enough time to interpret each statement in the respective language.

**CONTROL THE CONVERSATION.** The interpreter is only there to interpret. You are responsible for making sure the LEP client receives the same service as an English-speaking client.

**ASK THE INTERPRETER AND THE LEP CLIENT QUESTIONS** to ensure they understand what you want to communicate.

**BE PREPARED TO EXPLAIN SOME THINGS IN MORE DETAIL FOR THE INTERPRETER.** Some terminology and concepts may not have an equivalent in the target language.

**AVOID ASKING THE INTERPRETER FOR HIS/HER OPINION** about the situation being interpreted.

**PROVIDE FEEDBACK ABOUT YOUR INTERPRETATION SERVICES.** We want to know about your interpretation experience. To that end, your feedback is critical.

### YOUR INTERPRETER'S ROLE

**YOUR INTERPRETER SHOULD INTRODUCE THEMSELVES** using a first name and ID number. They are not required to provide a last name.

**YOUR INTERPRETER WILL PROVIDE A BRIEF INTRODUCTORY** on how to utilize their services, to you and your LEP (limited English proficiency) client.

**YOUR INTERPRETER SHOULD NOT HAVE A SIDE CONVERSATION** with you or the client. He or she must relay everything that is said back to you or to your client. This includes any advice the client may ask of the interpreter.

**YOUR INTERPRETER SHOULD NOT DISCUSS ANYTHING UNRELATED** to the telephone interpretation assignment.



+1 800.208.2620

701 NE 136<sup>th</sup> Ave. Suite 200 Vancouver, WA 98684  
sales@language.link | www.language.link

**IMPORTANT!** This document contains important information about your rights, responsibilities and/or benefits. It is critical that you understand the information in this document, and we will provide the information in your preferred language at no cost to you. Call **(401) 462-9400** for assistance in the translation and understanding of the information in this document.

### Spanish

¡**IMPORTANTE!** Este documento contiene información importante sobre sus derechos, responsabilidades y/o beneficios. Es importante que usted entienda la información en este documento. Nosotros le podemos ofrecer la información en el idioma de su preferencia sin costo alguno para usted. Llame al **(401) 462-9400** para pedir asistencia en traducir y entender la información en este documento.

### Chinese - Traditional

重要須知！本文件包含重要資訊，事關您的權利、責任，和／或福利。請您務必理解本文件所含資訊，而我們也將使用您偏好的語言，無償為您提供資訊。請致電 **(401) 462-9400** 洽詢翻譯及理解本文件資訊方面的協助。

### Vietnamese

**LUU Ý QUAN TRỌNG!** Tài liệu này chứa thông tin quan trọng về quyền hạn, trách nhiệm và/hoặc quyền lợi của quý vị. Việc hiểu rõ thông tin trong tài liệu này là rất quan trọng, và chúng tôi sẽ cung cấp miễn phí cho quý vị thông tin này bằng ngôn ngữ mà quý vị ưa dùng. **Hãy gọi (401) 462-9400** để được hỗ trợ về việc thông dịch và hiểu thông tin trong tài liệu này.

### Tagalog

**MAHALAGA!** Naglalaman ang dokumentong ito ng mahalagang impormasyon tungkol sa iyong mga karapatan, responsibilidad at/o benepisyo. Napakahalaga na nauunawaan mo ang impormasyong nakapaloob sa dokumentong ito, at ibibigay namin nang libre ang impormasyon sa pinili mong wika. **Tumawag sa (401) 462-9400** upang humingi ng tulong sa pagsasalang-wika at pag-unawa sa impormasyong nasa dokumentong ito.

### French

**IMPORTANT!** Le présent document contient des informations importantes sur vos droits, vos responsabilités et/ou vos avantages. Il est essentiel que vous compreniez les informations figurant dans ce document, et nous vous fournirons gratuitement les informations dans la langue de votre choix. **Appelez au (401) 462-9400** pour obtenir de l'aide pour la traduction et la compréhension des informations contenues dans le présent document.

### Haitian Creole

**ENPÒTAN!** Dokiman sa a gen enfòmasyon enpòtan ladan konsènan dwa, responsablite ak/oswa avantaj ou yo. Li ap vrèman enpòtan pou ou konprann enfòmasyon yo ki nan dokiman sa a, epi n ap ba ou enfòmasyon sa yo nan lang ou prefere a gratis. **Rele (401) 462-9400** pou jwenn asistans pou tradui ak pou konprann enfòmasyon ki nan dokiman sa a.

### Portuguese

**IMPORTANTE!** Este documento contém informações importantes sobre os seus direitos, responsabilidades e/ou benefícios. É essencial que compreenda as informações constantes neste documento, as quais disponibilizaremos, gratuitamente, na língua à sua escolha. **Contacte o número (401) 462-9400** para solicitar ajuda para traduzir e compreender as informações contidas neste documento.

### Russian

**ВАЖНО!** В настоящем документе содержится важная информация о ваших правах, обязанностях и/или преимуществах. Крайне важно, чтобы вы поняли информацию, содержащуюся в данном документе, а мы бесплатно предоставим вам эту информацию на выбранном вами языке. **Позвоните по телефону (401) 462-9400** для получения помощи в переводе и понимании информации, содержащейся в данном документе.

### Korean

**중요!** 본 문서는 귀하의 권리, 책임 및/또는 이익에 관한 중요한 정보를 포함하고 있습니다. 귀하가 본 문서에 있는 정보를 이해하는 것은 대단히 중요하며, 귀하가 원하는 언어로 정보를 제공받으실 수 있습니다. **(401) 462-9400** 로 전화하여 본 문서에 있는 정보의 번역 및 이해를 위해 도움받으시길 바랍니다.

**KHMER**

"មានអ្នកបកប្រែភាសាខ្មែរ សម្រាប់សវនាការរបស់អ្នក។

សូមទាក់ទងគណៈកម្មការពិនិត្យឡើងវិញតាមលេខ 401-462-9400

ដែលមានរយៈពេលយ៉ាងតិចប្រាំពីរថ្ងៃ មុនកាលបរិច្ឆេទសវនាការរបស់អ្នក ដើម្បីរៀបរកអ្នកបកប្រែភាសា។

គ្មានការគិតថ្លៃ ឬការកំណត់តម្លៃអ្នកឡើយ សម្រាប់អ្នកបកប្រែភាសានេះ។"

**HMONG**

"Muaj cov neeg txhais lus hauv Hmoob rau qhov tshuaj xyuas koj rooj plaub. Tiv toj rau Pab Pawg Kuaj Xyuas Ntaub Ntawm 401-462-940 tsawg kawg xya hnuv ua ntej hnuv teem caij hais koj rooj plaub txhawm rau teem tus neeg txhais lus.

Tsis muaj qhov sau nqi lossis sau nyiaj ntawm koj rau qhov pab txhais lus no."

**PORTUGUESE**

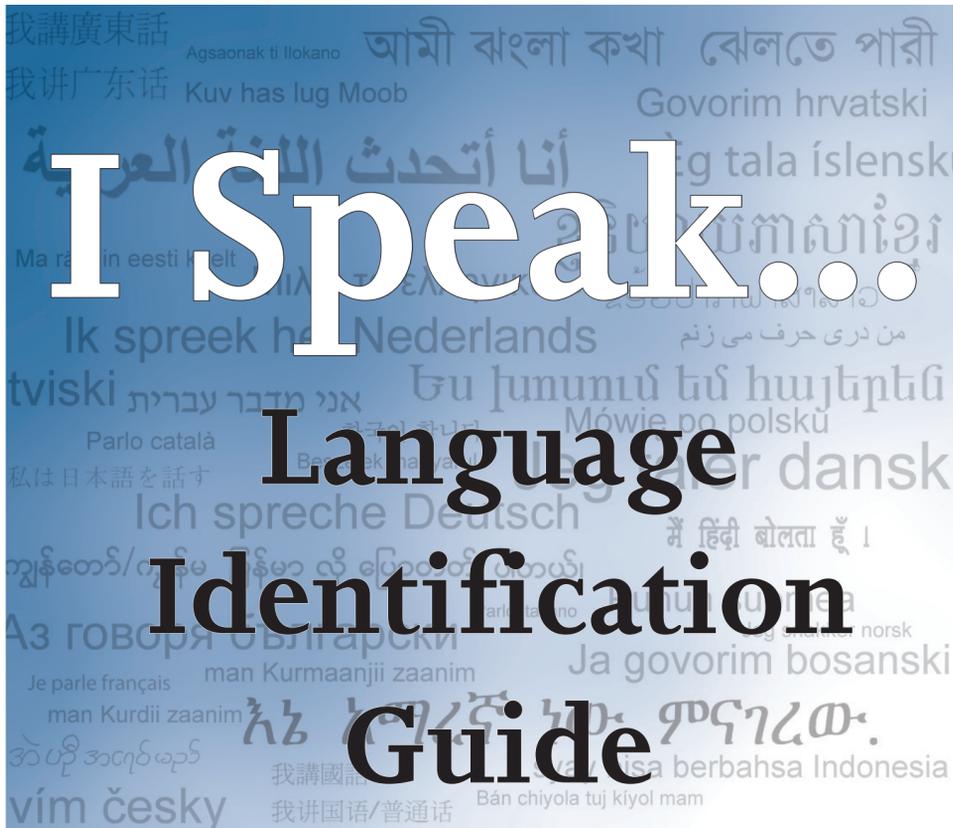
"Estão disponíveis intérpretes de Português para a sua audiência. Contacte o Board of Review (Conselho de Avaliação) através do número de telefone 401-462-9400 pelo menos sete dias antes da data da sua audiência para agendar os serviços de um intérprete.

Este intérprete é-lhe atribuído de forma gratuita."

**FRENCH CREOLE**

"Gen entèprèt ki disponib an kreyòl pou odyans ou an. Kontakte Komisyon Evalyasyon an (the Board of Review) nan 401-462-9400 pou piti sèt jou anvan odyans ou an pou ka pwograme yon randevou avèk yon entèprèt. Ou pa p peye anyen pou entèprèt sa a."

There are interpreters available for your hearing in languages other than listed above. These interpreters are available free of charge. Please contact the Board of Review at 401-462-9400 at least seven to ten days prior to your hearing for further information.



- A**
- Amharic**  
አኒ የምናገረው አማርኛ ነው።
- Arabic**  
انا اتكلم العربية
- Armenian**  
Ես խոսում եմ հայերեն
- B**
- Bengali**  
আমি বাংলা বলতে পারি
- Bosnian**  
Ja govorim bosanski
- Bulgarian**  
Аз говоря български
- Burmese**  
ကျွန်တော်/ကျွန်မ မြန်မာလို ပြောတတ်ပါတယ်
- C**
- Cambodian**  
ខ្ញុំនិយាយភាសាខ្មែរ
- Cantonese**  
我講廣東話 (Traditional)  
我讲广东话 (Simplified)
- Catalan**  
I parlo català
- Croatian**  
Govorim hrvatski
- Czech**  
Mluvím česky
- D**
- Danish**  
Jeg taler dansk
- Dari**  
من دری حرف می زنم
- Dutch**  
Ik spreek het Nederlands
- E**
- Estonian**  
Ma räägin eesti keelt
- F**
- Finnish**  
Puhun suomea
- French**  
Je parle français
- G**
- German**  
Ich spreche Deutsch
- Greek**  
Μιλώ τα ελληνικά
- Gujarati**  
હું ગુજરાતી બોલું છું
- H**
- Haitian Creole**  
M pale kreyòl ayisyen
- Hebrew**  
אני מדבר עברית
- Hindi**  
मैं हिंदी बोलता हूँ।
- Hmong**  
Kuv hais lus Hmoob
- Hungarian**  
Beszélék magyarul

- I**
- Icelandic**  
Ég tala íslensku
- Indonesian**  
Saya berbicara bahasa Indonesia
- Ilocano**  
Agsaonak ti Ilocano
- Italian**  
Parlo italiano
- J**
- Japanese**  
私は日本語を話す
- K**
- Korean**  
한국어 합니다
- Kurdish**  
min azanim Ba Kurdi Qsa bkam
- Kurmanci**  
as zanim eb kurmanji baxvim
- L**
- Laotian**  
ຂອບປາກພາສາລາວ
- Latvian**  
Es runāju latviski
- Lithuanian**  
Aš kalbu lietuviškai

- M**
- Mandarin**  
我講國語 (Traditional)  
我讲国语/普通话 (Simplified)
- Mongolian**  
би монгол хэл ярьдаг
- N**
- Norwegian**  
Jeg snakker norsk
- P**
- Persian**  
من فارسی صحبت می کنم.
- Polish**  
Mówię po polsku
- Portuguese**  
Eu falo português do Brasil (for Brazil)  
Eu falo português de Portugal (for Portugal)
- Punjabi**  
ਮੈਂ ਪੰਜਾਬੀ ਬੋਲਦਾ ਹਾਂ।

- R**
- Romanian**  
Vorbesc românește
- Russian**  
Я говорю по-русски
- S**
- Serbian**  
Ja govorim српски
- Sign Language (American)**  
  
I, ME SIGN, SIGN LANGUAGE
- Slovak**  
Hovori slovenská
- Slovenian**  
Govorim slovensko
- Somali**  
Waxaan ku hadlaa af-Soomaali
- Spanish**  
Yo hablo español
- Swahili**  
Ninaongea Kiswahili
- Swedish**  
Jag talar svenska
- T**
- Tagalog**  
Marunong akong mag-Tagalog
- Tamil**  
நான் தமிழ் பேசுகிறேன்
- Thai**  
พูดภาษาไทย
- Turkish**  
Türkçe konuşurum
- U**
- Ukrainian**  
Я розмовляю українською мовою
- Urdu**  
میں اردو بولتا ہوں
- V**
- Vietnamese**  
Tôi nói tiếng Việt
- W**
- Welsh**  
Dwi'n siarad Cymraeg
- X**
- Xhosa**  
Ndithetha isiXhosa
- Y**
- Yiddish**  
איך רעד יידיש
- Yoruba**  
Mo ńsọ Yorùbá
- Z**
- Zulu**  
Ngiyasikhuluma isiZulu

Human trafficking is a form of modern-day slavery and involves the use of force, fraud, or coercion to exploit men, women or children and subject them into some type of labor or commercial sex act. Any minor exploited for commercial sex is a victim of human trafficking, even if not induced by force, fraud, or coercion.

Trafficking victims can be any age, race, gender, or nationality. Victims can find themselves in a foreign country and may not speak the language.

Report human trafficking to the U.S. Department of Homeland Security (DHS) Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) Tip line at 1-866-347-2423 or online at [www.ice.gov/tips](http://www.ice.gov/tips). The HSI Tip line is available 24/7 with language capability in over 300 languages and dialects. If calling from outside the United States, please call the non-toll free worldwide number of 802-872-6199."

To get help from the National Human Trafficking Resource Center (NHTRC) call 1-888-373-7888 or text HELP or INFO to BeFree (233733). The NHTRC is a national, toll-free hotline available to answer calls from anywhere in the country, 24 hours a day, 7 days a week, every day of the year with language capability in over 170 languages. The NHTRC is not a law enforcement or immigration authority and is operated by a nongovernmental organization funded by the federal government.

To get digital copies of this poster or "I Speak" booklet, visit [www.dhs.gov/blue-campaign](http://www.dhs.gov/blue-campaign) or contact the DHS Blue Campaign at [BlueCampaign@hq.dhs.gov](mailto:BlueCampaign@hq.dhs.gov).



[www.dhs.gov/blue-campaign](http://www.dhs.gov/blue-campaign)  
Email: [BlueCampaign@hq.dhs.gov](mailto:BlueCampaign@hq.dhs.gov)  
Report suspicious activity to  
1-866-347-2423

# **Element IV**

# **Documentation**

**Statement on EmployRI/VOS Data Security:**

VOS utilizes user-type-level logins (individual (customer), employer, training provider, staff) to ensure users have access to only the data required for their role based on account-type. VOS staff-level accounts can be created and activated only by System-Administrators and must be requested by the individual's supervisor in order to ensure there is a business need for access. All staff-account level users must submit a completed, signed User Confidentiality Agreement prior to an account being activated for them. Each account is created with a unique Username and each user must select a password that meets strict-system enforced criteria to ensure the use of strong passwords by each user. Additionally, VOS utilizes Privilege Groups to assign access levels based on job classification, location, and programmatic responsibilities. Individual-level account access privileges are additionally customizable by account to allow users access only to data necessary for the performance of their work.

## EmployRI/Virtual One-Stop (VOS)

### Language Preference Selection

In order to comply with Section 188 of the Workforce Innovation and Opportunity Act (WIOA) and 29 CFR § 38, additional data collection options have been added to the EmployRI account registration screen. A question, titled **Language** has been added in the Ethnic Origin portion of the registration screen below the checkboxes for Race (see screenshot below).

### Ethnic Origin

\* Are you of Hispanic or Latino heritage?  Yes  No  I do not wish to answer.

\* Race - Please check all that apply:

- African American/Black
- American Indian/Alaskan Native
- Asian
- Hawaiian/Other Pacific Islander
- White
- I do not wish to answer.

**Language**

Do you primarily speak a language other than English?  Yes  No

<< Back      Next >

The **Language** question is not required, however, when “YES” is selected as an answer to the question, four (4) additional questions will appear and they will require answers in order to continue with the registration process. Below is a screenshot of the additional questions that appear when “YES” is selected for, “Do you primarily speak a language other than English?”

## Language

Do you primarily speak a language other than English?  Yes  No

\* What is that language?

None Selected ▼

\* How well do you speak that language?

None Selected ▼

\* Do you require English language assistance?

Yes  No

\* How well do you speak English?

None Selected

<< Back

Next >>

The options listed in each of the dropdowns for the questions above are:

What is that language?:

American Sign Language

Amharic

Apache

Arabic

Bengali

Chinese

French

German

Greek

Haitian Creole

Hindi

Hopi

Italian

Japanese

Korean

Latin

Malay

Navajo

Persian

Polish

Portuguese

Pueblo

Russian

Spanish

Tagalog

Tewa

Thai

Tiwa

Towa

Turkish

Urdu

Vietnamese

Yiddish

Zuni

How well do you speak that language?:

Very Well

Well

Not Well

Not at All

How well do you speak English?:

Fluently

I speak and understand English well enough to communicate

I require an interpreter

## Spanish Language Option

\* ¿Es usted de origen Hispano o Latino?  Sí  No  No deseo responder.

\* Raza - Por favor, marque todas las que correspondan:

- Asiático
- Blanco
- Hawaiano u Otro Isleño del Pacífico
- Indio Americano/Nativo de Alaska
- Africano Americano
- No deseo responder.

### Idioma

¿Habla usted principalmente un idioma distinto del Inglés?  Sí  No

\* ¿Cuál es ese idioma?

\* ¿Qué tan bien usted habla ese idioma?

\* ¿Usted requiere ayuda con el idioma Inglés?  Sí  No

\* ¿Que tan bien habla el Inglés?

# **Element V**

# **Documentation**

## Memo

**TO:** Executive Offices, RI Department of Labor and Training  
**FROM:** Office of Community Engagement, RI Department of Labor and Training  
**SUBJECT:** Affirmative Outreach Strategy  
**DATE:** May 27, 2022

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The Office of Community Engagement (OCE) within the RI Department of Labor and Training (RI DLT) is tasked with proactive and affirmative outreach to the public to ensure broad and equitable participation in all services that the RI DLT offers, including WIOA services. In particular, the OCE will focus affirmative outreach to low-income communities, communities of color, protected classes, and other underserved communities identified by low participation rates in these services.

Methods of affirmative outreach may be tailored for different communities, for example in language, medium, and content. The OCE will work with local community-based organizations who serve and represent these communities to ensure the most effective and inclusive outreach and resulting access to services. This research may include extended conversations with these local organizations as well as constituent focus groups and surveys.

A sample of community-based organizations to contact is listed below:

Amos House	Jonnycake Center
Anchor Recovery	Justice Assistance/CORES
Better Lives RI	Man Up
Black Lives Matter	Martin Luther King Jr Center
BVCAP- Blackstone Valley	Nonviolence Institute
CAPP- Providence	Oasis International, African Center of RI
CCAP- Cranston	Office of Rehab Services
Center for Health and Justice Transformation	Open Doors
Center for Southeast Asians	Papitto Opportunity Connection
Center for Women and Enterprise	Progreso Latino
City of Central Falls	Providence Center
Clinica Esperanza	Reentry Campus Program
College Unbound	Refugee Dream Center
Community Care Alliance	RI Indian Council
DARE	RI Interfaith Coalition
Diocese of Providence	RI Serves
Dorcas Institute	RI Works
Easterseals	Skills for RI Future
EBCAP- East Bay	Tri-County Community Action
Fellowship Health Resources	United Way
Foster Forward	Westbay Community Action
Genesis Center	Westerly Education Center
George Wiley Center	Year Up RI
Groundwork RI	Youth Pride
Institute for Labor Studies and Research	YouthBuild

# **Element VII**

# **Documentation**

[REDACTED]

[REDACTED]

Re: Discrimination Complaint – ADA

Dear [REDACTED]:

Your email correspondence to the department, dated [REDACTED], asserted that you were discriminated against by department personnel and that as a result of this discrimination you were filing an official complaint. Your complaint was specifically filed against the following individuals:

[REDACTED]

Your complaint asserts the following issues:

Issue # 1 – Denied Access to State and Federal Additional Benefits – WIA

Your complaint asserts that you were denied access to state and federal additional benefits under the WIA program. Specifically, you stated that [REDACTED] denied access to you through a series of communications sent via email and discussions you had via the telephone.

**Status** – This complaint is currently being investigated. You will hear back from me by [REDACTED] regarding this issue.

Issue # 2 – Denied Access to State and Federal Additional Benefits – Unemployment Insurance & Additional Benefits under State Unemployment

Your complaint asserts that you were denied access to Unemployment Insurance and additional benefits under state unemployment. Specifically, you state that [REDACTED]

denied access to you through a series of communications sent via email and via the telephone.

**Status** – This complaint is currently being investigated. You will hear back from me by [REDACTED] regarding this issue.

Issue # 3 – Denied ADA Accommodations for Access to DOL and Access to Benefits

Upon review of your complaint there is no evidence to suggest that you were denied ADA accommodations during your interactions with the department. You have not provided any information regarding specific incidents to support this assertion. Your complaint does not identify the accommodations you were seeking and allegedly denied.

**Status** – This complaint is rejected and will not be pursued further. I will, however, take into consideration any additional information that you may provide to support this claim and may reopen the investigation based on such information.

Issue # 4 – Denied Access to State and Federal Additional Benefits by DLT employees

Your complaint asserts that you were denied access to state and federal additional benefits by DLT employees [REDACTED].

**Status** – This complaint is rejected and will not be pursued further. Your complaint does not offer any information to support this claim. Neither [REDACTED] nor [REDACTED] were substantively mentioned in your complaint and there is no evidence to suggest that they denied you access to benefits or services. Should you wish to submit further information to support your claim it will be reviewed and your complaint may be reconsidered.

As a complainant, you have the right to choose to participate in the Alternative Dispute Process (ADR) rather than pursue the investigation at this time. I have attached information about the ADR process for your review. Should you wish to engage in the ADR process you must contact me within 5 days of the receipt of this letter. Please review the attached information and advise as to whether you wish to take part in the ADR process.

Sincerely,

Matthew D. Weldon  
EO Officer

## **ALTERNATIVE DISPUTE RESOLUTION / MEDIATION PROCEDURES WORKFORCE INNOVATION AND OPPORTUNITY ACT**

Discrimination complaints filed under the Workforce Innovation and Opportunity Act (WIOA) of 2014 shall include the option of Alternative Dispute Resolution (ADR) or mediation services as an alternative to resolve complaints. The ADR process involves the intervention of a neutral and impartial third party to help the parties clarify issues, identify underlying causes, and arrive at an agreed-upon resolution. The process is designed to resolve the dispute before parties get involved in the formal complaint process.

1. Discrimination complaints submitted under the Workforce Innovation and Opportunity Act must be filed within 180 days of the alleged discrimination. All requests for ADR under WIOA will be processed through the State Equal Opportunity (EO) Office.
2. The EO Officer will provide complainant rights under applicable federal and state statutes and guidelines, including the mediation process. The EO Officer also provides the mediation information to the complainant, notifies the respondent, and obtains necessary signature(s) to begin the process. The complainant must return the Mediation Election form to the State EO Office indicating his/her choice of whether to use mediation within five (5) days.
3. The EO Officer will notify the ADR mediator of complainant's wish to use the mediation process and forward to the mediator the complainant's Mediation Election form.
4. After reviewing the background material pertinent to the complaint, the ADR session will begin no later than 15 calendar days after the mediator is assigned the matter. *The mediation process will not exceed 30 days, including case preparation, 2-day mediation session, preparation and distribution of settlement agreement.* The 30-day time limit commences upon receipt of the Mediation Election form by the mediator.
5. The ADR mediator then notifies all parties, in writing, of the date, time and location for the mediation. In most instances, mediation sessions will be held in the complainant's city of residence or employment and *will not exceed two (2) days.* Respondents will be advised that only those persons with the authority to approve/disapprove settlement provisions will be permitted to attend mediation sessions, unless agreed upon by parties to the complaint.
6. At the beginning of the mediation session, the mediator will discuss the ground rules of the process: no interrupting while others speak; no name-calling; no threatening behavior; no electronic record of the session; parties are to treat everyone with respect and courtesy. At any time during the session, the mediator may remind parties of the ground rules in order to maintain order.
7. If parties are represented, they shall be advised that the parties are expected to speak on their own behalf. If representatives wish to confer with or advise the parties, they may do so during break time or during conferences when the parties are separated.
8. Parties will be advised that the mediator may determine that a separate conference or "caucus" will help the process. The caucus is useful in instances where tempers flare or when parties reach an impasse and need to confer privately with the mediator in order to continue.
9. Starting with the complainant, both parties will have the opportunity to give an opening statement to explain their positions without interruption from the other party. Parties will be limited to 15 minutes for opening statements. The mediator will advise both parties that they will have an opportunity to respond to all areas of disagreement. Parties will also be advised that they may take notes if they wish to do so.
10. Some parties are uncomfortable with being direct in describing his/her complaint. In these cases, the mediator will ask open-ended questions that require a full explanation and promote discussion.

11. After both parties have issued their opening statements, the mediator will recap the identified issues or concerns of both parties and ask for verification of the facts contained in the opening statements.
12. The mediator will ask direct questions, if necessary, and encourage the parties to begin to talk directly to one another in a non-threatening manner. The mediator will intervene only if there appears to be an imbalance of power between the two parties or if the atmosphere is becoming hostile.
13. The mediator will point-out similar goals of the parties where possible. Parties will identify possible solutions or alternative solutions. The mediator may make suggestions to the parties to stimulate creative resolutions.
14. No party to the mediation will be coerced or forced into an agreement. All must enter into the settlement voluntarily.
15. If it appears no settlement can be reached, parties will be advised that the complaint will be turned over to the State EO Officer for initiation of the formal complaint process. Parties will be reminded at this time that they may not retaliate against each other based on the mediation or for filing the complaint, and that neither party may talk about the contents of the mediation session. The mediator will issue a written notice outlining the facts or circumstances relevant to the attempt to settle the matter. The Notice will be issued with fifteen (15) calendar days from the conclusion of the mediation session.
16. If the parties agree to a settlement, they will be asked by the mediator to assist in putting the resolution into writing. The mediator will describe the settlement of the issues and the future responsibilities of each party. Settlement agreements must be specific, *NOT* general or vague. Parties will be reminded that the process is confidential, and the terms of the agreement must also be confidential.
17. The mediator will prepare and issue the settlement agreement within fifteen (15) calendar days from the date of the resolution. The written settlement agreement shall describe the settlement of the issues and future responsibilities of both parties. The agreement will also outline the complainant's right to file a complaint with the Department of Labor, Civil Rights Center (CRC) should the agreement be breached. The settlement agreement must be signed by the complainant and respondent and their representatives, the mediator, and the State EO Officer.
18. The State EO Officer will review the settlement agreement on behalf of the State Workforce Development Board and will receive the original agreement from the mediator once it is finalized. The mediator will provide copies of the settlement agreement to the complainant and respondent.
19. The State EO Officer will monitor the results of the settlement agreement to determine if the parties are complying with the terms and conducts follow-up with the complainant. The State EO Officer maintains each complainant case file.

**MEDIATION ELECTION FORM**

\_\_\_\_\_

Complainant

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Contact Telephone Number

\_\_\_\_\_

Facility/Organization (Respondent)

I have been advised that I have the option to take my complaint through the Alternative Dispute Resolution (ADR) process to attempt a resolution for my claim(s) of discrimination. Based on the information provided to me, I can select only one (1) of the following two (2) options listed below to continue the processing of my complaint of discrimination.

\_\_\_\_\_ Continue with the discrimination complaint process.  
(initials)

OR

\_\_\_\_\_ Participate in WorkForce West Virginia's Alternative  
(initials) Dispute Resolution process.

\_\_\_\_\_

Signature of Complainant/Representative    Date

# **Element VIII**

# **Documentation**



## **Program Monitoring Report**

### **REEMPLOYMENT SERVICES AND ELIGIBILITY ASSESSMENT (RESEA)**

**Calendar Year 2020**  
(File selection: January 1, 2020 - March 13, 2020)



**Issued: February 15, 2020**  
**by**  
**Rhode Island Department of Labor and Training**  
**Division of Workforce Development Services**  
**Integrity and Compliance Unit**

## Grantee Award Information:

Grantee:	Rhode Island Department of Labor and Training ("RIDLT")
Address:	1511 Pontiac Avenue, Cranston, RI 02920
Program Manager:	Jason Bliss-Wohlers, Coordinator, RIDLT
Contract Amount:	\$1,511,154
Period of Performance:	January 1, 2020 – December 31, 2020
Type of Program:	Reemployment Services and Eligibility Assessment Program (RESEA)

## Monitoring Process

Monitoring Conducted By	Lauren Moses, Assistant Coordinator Sharon Geoffrey, Chief of Labor and Training Operations Jennifer Dalomba, Sr. Employment & Training Monitoring and Evaluation Specialist
Monitoring Dates:	October/November 2020
# Participant Slots	8,000
# Participants Files Reviewed:	Twenty-Eight (28)

## Program Description

Per a Memorandum of Understanding between RI DLT Workforce Development Services (WDS) and Unemployment Insurance (UI), RESEA services are available at four (4) netWORKri offices located in Providence, West Warwick, Woonsocket, and Wakefield. WDS utilizes 8.5 FTE's to administer the RESEA program.

WDS selects UI claimants identified at first payment as RESEA potential candidates. Those most likely to exhaust UI benefits who may benefit from intensive reemployment services are provided meaningful and customized services to assist in obtaining employment more quickly.

During an Initial Appointment, netWORKri staff conducts an individual orientation. Services include a review of work search activities, individualized labor market information and a detailed overview of the program and its requirements and consequences of failing to comply with mandatory participation. Staff conducts UI eligibility reviews and makes referrals to adjudication as necessary. Participants are enrolled in Wagner-Peyser and a reemployment plan is developed that includes work search activities, accessing American Job Center (AJC) partner services, reemployment services and possible referral to training. A 30-Day Follow-up appointment was scheduled. Staff was responsible for providing assistance with job matches at the Initial Appointment and 30-Day Follow-up appointments.

Due to the COVID-19 pandemic, on March 17, 2020, non-essential State offices were closed to the public, in-person RESEA appointments ceased, and the UI work search requirement was suspended during the COVID-19 Pandemic State of Emergency.

Effective week ending August 29, 2020, RIDLT WDS is piloting a virtual RESEA service model. The pilot includes transitioning from services normally provided in person to be conducted via one-on-one video conferencing (or by telephone) with documents submitted electronically.

The Integrity and Compliance Unit (ICU) conducted an RESEA Calendar Year 2020 Remote Program Monitoring of randomly selected participant files for services provided between January 1, 2020 and March 15, 2020 prior to office closure to the public.

The purposes of the review are to:

- Ensure alignment with the vision of the Workforce Innovation and Opportunity Act (WIOA);
- Ensure the establishment of RESEA as an entry point to other workforce system partners;
- Determine whether RESEA staff is administering the RESEA program in accordance with the Federal requirements and the Wagner- Peyser Act;
- Review quality of program services;
- Determine whether the program is operating in conformance with the Memorandum of Understanding;
- Provide technical assistance to help RIDLT RESEA staff better serve participants;
- Identify effective policies and procedures; and
- Is likely to meet performance outcomes.

### **Public Laws**

- Wagner-Peyser Act
- Workforce Innovation and Opportunity Act
- 29 CFR § 38.41 Collection and maintenance of equal opportunity data and other information.

### **Federal Regulations**

- UIPL 07-19: Fiscal Year (FY) 2019 Funding Allotments and Operating Guidance for Unemployment Insurance (UI) Reemployment Services and Eligibility Assessment (RESEA) Grants: January 11, 2019
- TEGL 09-19: Fiscal Year (FY) 2020 Funding Allotments and Operating Guidance for Unemployment Insurance (UI) Reemployment Services and Eligibility Assessments (RESEA) Grants: January 30, 2020
- UIPL No. 08-20: Fiscal Year (FY) 2020 Funding Allotments and Operating Guidance for Unemployment Insurance (UI) Reemployment Services and Eligibility Assessments (RESEA) Grants: January 30, 2020

### **Workforce Development Services (WDS) Policies:**

- WDS Memorandum Series 19-05: RESEA Program Process, Enrollment in Wagner-Peyser Career Services, & UI Feedback Loop Process and Survey Monitoring Process  
RESEA Unemployment Insurance Feedback Loop Process, November 8, 2019
- WDS Memorandum Series: 20-09 Suspending the RESEA UI Feedback Loop: Waiver of Work Search Requirement, August 24, 2020
- WDS Memorandum Series 20-08: Virtual Delivery of the Reemployment Services and Eligibility Assessment Program, September 1, 2020

### **Participant File Review**

#### **State ID 559052**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process
- No case note indicating WIOA or other AJC services could benefit participant in job search due to disclosed barriers
- Referral Questionnaire includes confidential medical diagnosis
- No case note indicating if participant is Trade eligible
- Missing case note to document reminder of UI regulations and continuing a documented work search
- No work search in file

#### **State ID 160477**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process
- Case note for 30-Day Follow-Up Appointment does not detail services provided.
- Work search incomplete
- No case note to document a work search review took place.

#### **State ID 560961**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process

#### **State ID 456247**

- Participant Initial RESEA was on 02/13/2020. His State ID expired 02/11/2020. Staff accepted the expired ID and did not enter a case note why or obtain a second form of ID
- Case note for Initial RESEA appointment does not document SRIF web site demo and application process

#### **State ID 305404**

- Referral form is incomplete missing name and SSN
- Case note for Initial RESEA appointment does not document SRIF web site demo and application process
- Case note for 30-Day Follow-Up Appointment does not detail services provided

**State ID 385034**

- Referral form is incomplete missing name and SSN.
- Case note for Initial RESEA appointment does not document SRIF web site demo and application process

**State ID 354233**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process

**State ID 364215**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process

**State ID 558422**

No Findings. It is noted that this participant was registered with SRIF

**State ID 503410**

No Findings. It is noted that this file includes reference to SRIF

**State ID 335994**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process
- Case note states 30-Day Follow-up appointment was scheduled for 4/2/2020. No follow-up until 6/17/2020 case note which states exempt due to COVID-19
- AS400 is also missing a case note on this Follow-Up exemption

**State ID194787**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process
- Case note for 30-Day Follow-Up Appointment does not detail services provided
- Incomplete work search: includes only 2 weeks. Form not complete: top portion incomplete, employer information incomplete, results left blank

**State ID 559274**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process
- Case note for 30-Day Follow-Up Appointment does not detail services provided

**State ID 559163**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process
- LMI case note lacks detail regarding occupation that was researched
- Case note for 30-Day Follow-up lacks detail. It does not state where participant returned to work/wage information

**State ID 558284**

- Work search incomplete. Employer, address and phone number not complete
- Case note for Initial RESEA appointment does not document SRIF web site demo and application process
- Case note indicates participant returned to work and RTW letter was received but not in document manager

**State ID 71300**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process
- Case notes for 30-Day Follow-up appointment not detailed. No evidence of a referral to WIOA services or other AJC Partner Services. No evidence of a reminder to the participant of UI regulations about continuing a documented work search

**State ID 328704**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process
- Participant returned to work but no evidence of a return to work letter

**State ID 557983**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process
- Case note for Initial RESEA appointment indicates participant is compliant with his Initial RESEA, but the participant indicates on his ERP he does not have a valid driver's license. Case note needed regarding alternate transportation to prove participant is able and available for full-time work

**State ID 399906**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process
- Case notes for 30-Day Follow-up appointment are vague. Lack of evidence services provided including of the referral to other services as well as the reminder of UI regulations and a continued documented search

**State ID 318595**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process

**State ID 558867**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process

**State ID: 385852**

No findings

**State ID 560414**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process
- AS400 is missing the case notes indicating the participant was exempt due to COVID-19

**State ID 558457**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process
- Case note for 30-day follow up appointment does not detail services provided including referral to WIOA Title I-B services or other AJC Partner Services, reminder participant of UI regulations about continuing a documented work search and work search review

**State ID 453305**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process

**State ID 558773**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process
- Work search incomplete. Includes weeks 1 and 2 only

**State ID 557945**

- Case note states participant was NC/NS for Initial Assessment appointment on 1/22/2020 but no case note to explain why, whether it would be rescheduled and/or status
- Case note for Initial RESEA appointment does not document SRIF web site demo and application process.
- Case notes for 30-Day Follow-up appointment is not detailed and does not document services provided
- Work search incomplete – includes weeks 1 and 2 only

**State ID 559685**

- Case note for Initial RESEA appointment does not document SRIF web site demo and application process
- Case notes for 30-Day Follow-up appointment is not detailed and does not document services provided
- Work search incomplete. Includes 4 weeks only

## Summary of RESEA Participant Monitoring Telephone Interviews January 1, 2020 – March 14, 2020

The ICU conducted one-hundred seventy-five (175) telephone interviews with randomly selected RESEA participants who received services at netWORKri One-Stop Career Centers to obtain feedback on Initial and 30-Day Follow-up appointments. Weekly reports were submitted to Program Management. Below is a list of the number of contacts per week for the eleven (11) week period reported:

Week #	Week Ending	# of Calls
1	01/04/2020	14
2	01/11/2020	11
3	01/18/2020	14
4	01/25/2020	13
5	02/01/2020	14
6	02/08/2020	11
7	02/15/2020	21
8	02/22/2020	18
9	02/29/2020	19
10	03/07/2020	19
11	03/14/2020	21
	Total	175

Per WDS Memorandum Series 19-05: RESEA Program Process, Enrollment in Wagner-Peyser Career Services, & UI Feedback Loop Process and Survey Monitoring Process, the following issues were identified:

Participants frequently stated they did not receive the following mandatory services to assist in their job search:

- Complete netWORKri Career Center Orientation Tour
- Discussion of One-Stop AJC partner services
- Discussion of Skills for RI's Future information including a demonstration on how to apply to positions using the SRIF website. If there is a job that matches the participant's skills, staff must assist the participant with applying for the job.
- Provision of Labor Market Information (LMI)
- Work search review at 30-Day Follow-up appointment

The issues raised in the monitoring telephone interviews are similar to previously stated file findings.

In general, participants stated staff was professional and helpful and feel more confident in job searches after their appointments.

Many of the Initial RESEA appointments were two (2) hours long with the 30-day Follow-up appointment lasting forty-five (45) minutes. These are the average timeframes to perform an eligibility review, provide Labor Market Information (LMI), review an Individual Employment Plan (IEP), provide information and access to netWORKri services and referrals, and deliver all the required RESEA services.

## **SUMMARY OF FINDINGS**

Of the twenty-eight (28) files reviewed, three (3) files had no findings.

Initial RESEA Appointments indicated better case management notes than 30-Day Follow-Up appointments. In general, case notes for Initial Appointments documented service provision with the exception of a demonstration of the Skills for Rhode Island's Future (SRIF) web site.

Many files lacked detailed case notes for the 30-Day Follow-Up Appointment with minimal reference to work search reviews with participants. Case notes in EmployRI must be also documented in Remarks in the AS400.

Incomplete or missing work searches and RESEA mandatory forms were also an issue.

## **FINDINGS:**

### **Equal Opportunity Employment (EEO)**

29 CFR §38.41- Collection and maintenance of Equal Opportunity data and other information

One (1) participant file, State ID 559052, included a medical diagnosis in which the participant disclosed a medical condition on the Referral Questionnaire.

### **Corrective Action:**

Redact portion of the Referral Questionnaire in which participant disclosed a medical diagnosis and provide copy. Enter case note to document. Forms stating medical diagnoses should be routinely segregated from participant files (possibly placed in a folder on the manager's common drive for limited access). To be EEO compliant, participant files must not include a medical diagnosis, nor should a diagnosis be disclosed in case notes.

### **WDS Response 3/8/2021:**

The Division's review of the audited file reveals that on one line of the Referral Questionnaire, the customer did disclose a medical condition. For purposes of this audit, the file, which is normally stored in a locked file in the local office, was uploaded into the EmployRI Document Management System (DMS). This upload potentially exposes this confidential information to individuals who do not have a legitimate business purpose for accessing it. The storage of this confidential information in the DMS without the appropriate security permission being in place violate the spirit of 29 CFR § 38.41.

In order to properly address this finding, the Division has deleted the document from DMS. Because this file was only uploaded to DMS for purposes of the ICU audit, it will not be restored to the system. The only remaining copy of this document will be the original forms which are maintained within the locked files in the Providence office. As an additional step, a formal policy will be drafted outlining the requirements of 29 CFR § 38.41 which will be distributed to all staff. It is anticipated that this new policy will be distributed by the end of the first quarter of CY 2021.

**ICU Determination 03/12/2021:**

While the ICU acknowledges the documents were uploaded for purposes of this monitoring engagement, it is the recommendation that all program documents are stored in EmployRI as a standard practice. It is also acknowledged that WDS is in the process of identifying the correct protocol for EEO data with Geographic Solutions and EmployRI.

This issue and policy will be reviewed at the next program monitoring for compliance.  
This Finding is RESOLVED.

**AREAS OF CONCERN:****Area of Concern #1: Initial Appointment: Provision of Mandatory Services**

WDS Policy 19-05 RESEA Program Process, Enrollment in Wagner-Peyser Career Services, & UI Feedback Loop Process and Survey Monitoring Process

WDS Memorandum Series: 20-08: Virtual Delivery of the Reemployment Services and Eligibility Assessment Program

Per Policy 19-05, a mandatory service during the Initial Appointment requires staff to demonstrate how to apply for positions using the Skills for Rhode Island's Future (SRIF) web site. If a job matches the participant's skills, staff must provide assistance applying for the job.

Only two (2) of the files reviewed included a case note to document the provision of the mandatory service of Skills for RI's Future (SRIF) web site demonstration and application process. It appears that most of the Initial Appointment case notes may have been copied from a template; however, the template does not reference the provision of this mandatory service.

Two (2) files had case notes in EmployRI for the Initial and Follow-Up Appointments but no Remarks were entered in the AS400 to document the mandatory 30-Day Follow-Up appointment.

Per Policy 20-08 issued 09/01/2020, WDS is piloting a virtual service model for the RESEA. If the technology exists, the full array of services must be provided.

**WDS Response 3/8/2021:**

This area of concern highlights several instances where RESEA case files did not demonstrate the appropriate documentation of mandatory services as required by Department policy. In order to address these deficiencies and prevent further insufficient case documentation moving forward, the policy outlining the operational procedures for RESEA appointments will be updated to incorporate virtual services and, when complete, the policy will be redistributed to staff. In addition, the Division will conduct refresher training with staff to highlight the policy updates and remind the staff of program requirements. It is anticipated that the revised policy will be issued, and training complete prior to the end of the first quarter of CY 2021.

**ICU Response 03/12/2021:**

The ICU acknowledges WDS Response to this Area of Concern. This will be reviewed at the next monitoring engagement.

**Area of Concern #2: 30-Day Follow-up Appointment: Provision of Mandatory Services**

WDS Memorandum Series: 20-09: Waiver of Work Search Requirement

WDS Memorandum Series: 20-08: Virtual Delivery of the Reemployment Services and Eligibility Assessment Program

WDS Memorandum Series 19-05 RESEA Program Process, Enrollment in Wagner-Peyser Career Services, & UI Feedback Loop Process and Survey Monitoring Process

UIPL 7-19 and UIPL 8-20

WDS Policy 19-05 outlines the provision of mandatory services during the 30-day Follow-up Appointment. The most frequent services omitted and/or not documented were:

- Work search reviews
- Referral to WIOA Title I-B or other AJC partner services
- A reminder of UI regulations about continuing a documented work search.

The participant files reviewed were during the time frame where in-person RESEA services were provided. Since that time, the pilot virtual service delivery is now governed by:

1. WDS Policy 20-09 which waives the work search requirement during the Pandemic State of Emergency, and
2. WDS Policy 20-08 which does not require 30-Day Follow-up Appointments.

Therefore, no action is necessary until full RESEA services resume (post COVID-19 Pandemic).

**WDS Response 3/8/2021:**

This area of concern highlights several instances where RESEA Follow-Up appointments did not demonstrate the appropriate documentation of mandatory services as required by Department policy. This area of concern is moot, however, moving forward, the Division will continue the plan developed in the PY 2020 grant plan to eliminate the in person follow up appointment as services return to normal following the COVID-19 Pandemic. The 30 Follow-Up appointment will be replaced by the remote submission of a work search log and ERP form which will be reviewed by staff and any documents deemed deficient resulting in an eligibility issue being communicated with the Unemployment Insurance Division.

Given the Division's plan to eliminate the Follow-Up appointment, actions to correct this area of concern are unnecessary.

**ICU Response 03/12/2021:**

The ICU acknowledges WDS Response to this Area of Concern.

## **RECOMMENDATIONS:**

### **Recommendation #1 Participant File Review**

Institute a procedure for One-Stop Managers to review a sample of participant files to ensure all documents are accurately completed and case notes outline discussion of service provision.

### **Recommendation #2. EmployRI Document Manager**

To create uniformity across WDS programs, it is recommended that all participant file documents be uploaded to the EmployRI Document Manager. This requirement should be incorporated into policy.

### **Noted Practice:**

Case notes document staff routinely contact RESEA participants by placing a reminder telephone call two (2) days prior to their scheduled mandatory Initial Appointment. This practice contributes to the lower rate of no call/no show appointments.

## **WDS Response 3/8/2021:**

### **Additional Areas of Improvement:**

**Continuous Monitoring:** The Division has implemented a program of continuous monitoring which includes a random weekly review of completed RESEA appointments. The staff assigned to RESEA report out on the completed appointments for the week. Management staff then review a sample of these completed appointments for completeness of case activities and case notes. Any case which lacks the minimum required documentation or misses any RESEA elements is reported back out to the local office manager for review and action.

**Virtual Career Center (VCC):** The Department has launched the Virtual Career Center which allows staff a tool that all can use to interface with customers virtually. The VCC is in its infancy, however, it provides almost limitless possibilities for virtual services in the future. While there are some anticipated growing pains with the VCC, as there are with any new technology, the prospect of this new application will benefit the Division for years to come.

## **ICU Response 03/12/2021:**

The ICU acknowledges the two additional areas of improvement. Both areas will lead to a more streamlined program and improve staff efficiency.



**Program Monitoring Report**  
**Senior Community Service Employment Program**  
**(SCSEP)**

**Program Year 2020**



**Issued: July 7, 2021**

**By**  
**Rhode Island Department of Labor and Training**  
**Division of Workforce Development Services**  
**Integrity and Compliance Unit**

**Grantee Award Information:**

Grantee:	Rhode Island Department of Labor and Training (RIDLT)
Address:	1511 Pontiac Avenue, Cranston, RI 02920
Program Manager:	Sherri Carello, Coordinator Anthony Ward-Smith, Acting Chief of Labor and Training Operations
Federal Award ID No. (FAIN):	AD-35193-20-60-A-44
Contract Amount:	\$430,720.00
Period of Performance:	July 1, 2020 – June 30, 2021
Type of Program:	Senior Community Services Employment Program (SCSEP)

**Monitoring Process:**

Monitoring Conducted By	Maria Pilon, Senior Employment & Training Monitoring and Evaluation Specialist
Monitoring Date:	April 15-29, 2021
# Participant Slots	Twenty-Eight (28)
# Participants Active	Twenty-Five (25)
# Participants Files Reviewed:	Five (5)

**Program Description**

SCSEP staff is located at the RIDLT main office in Cranston and at Providence netWORKri. The RIDLT is a partner at netWORKri offices in West Warwick and Woonsocket to promote SCSEP in order to enroll a diverse array of older individuals in-person and on-line.

The RIDLT maintains a Memorandum of Understanding (MOU) with The WorkPlace for payroll administration including disbursements, tax reporting and workers compensation insurance for SCSEP participants. The MOU is effective through June 30, 2021 based on availability of funds. RI DLT issued a Request for Proposals (RFP) for services after June 30, 2021.

Priority is given to the State's veteran population over the age of 55 in accordance with 20 CFR Part 1010, many of whom have barriers to employment. Staff reaches out to eligible veterans when open positions are available.

Enrollment data and services are entered into the SPARQ system and EmployRI. IEP's are updated every 6 months or more frequently based upon need. The RIDLT maintains a list of host agencies that provide training for participants.

Upon initial assessment, participants are co-enrolled in Wagner-Peyser and may also be enrolled in other partner programs. netWORKri counselors work with participants to find a suitable Host Agency (HA) and formally enroll them into the program when a Community Service Assignment (CSA) is made.

Per RI DLT WDS Memorandum Series 21-03 SCSEP Sick Leave Policy, participants continue to be paid during the COVID-19 pandemic.

The Integrity and Compliance Unit (ICU) recognizes that the COVID-19 pandemic has had an unprecedented impact on the provision of SCSEP services. The ICU and RIDLT must work in partnership to ensure compliance with grant requirements.

Due to the COVID-19 pandemic, ICU is unable to travel to Host Agencies for on-site monitoring.

The ICU conducted a remote PY2020 SCSEP participant file review. The review consisted of five (5) participant files.

The purposes of the review are to:

- Determine whether SCSEP staff is administering the SCSEP program in accordance with Federal requirements, Wagner-Peyser Regulations and 20 CFR 641;
- Review quality of program services;
- Determine whether the program is operating in conformance with the grant agreement and Statement of Work;
- Provide technical assistance to help RIDLT SCSEP staff better serve SCSEP participants;
- Identify effective policies and procedures; and
- Is likely to meet performance outcomes.

### **Public Laws**

- Older American Act of 1965 (2016 amendments)
- Workforce Innovation and Opportunity Act (2014)
- Age Discrimination Act (1975)
- Age Discrimination in Employment Act (1967)
- Americans With Disabilities Act (1990)
- Jobs for Veterans Act (2002)
- Equal Employment Opportunity (EEO)
- Wagner- Peyser Act
- 20 CFR 641 Provisions Governing the SCSEP

### **Federal Regulations**

- SCSEP Performance Accountability Final Rule (2018)
- SCSEP Final Rule (2010)
- SCSEP Additional Indicator on Volunteer Work Final Rule (2012)
- Workforce Innovation and Opportunity Act Final Rules (2016)
- TEGL 12-06: Revised Income Inclusions and Exclusions and Procedures for Determining SCSEP Eligibility
- TEGL 11-18: 2019 Poverty Guidelines for SCSEP Grants
- TEGL 17-17: PY18 Planning Instructions and Allotments for SCSEP for State, Territorial and National Grantees
- TEGL 18-18: PY19 Planning Instructions and Allotments for SCSEP for State, Territorial and National Grantees
- TEGL 39-11: Guidance on Handling and Protection of Personally Identifiable Information (PII)
- TEGL 22-19: Program Year (PY) 2020 Planning Instructions and Allotments for Senior Community Service Employment Program (SCSEP) State, Territory, and National Grantees; and Implementation of SCSEP Provisions of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
- USDOL Covid-19 Frequently asked questions:  
<https://www.dol.gov/agencies/eta/coronavirus#SCSEP>
- Senior Community Service Employment Program (SCSEP) Programmatic Assurances Program Year 2020 Attachment IV

## **RI DLT Policies**

- RI DLT SCSEP Participant and Host Agency Handbook (Rev 2/2018)
- WDS Memorandum Series 20-03 SCSEP Program Policy
- WDS Memorandum Series 21-03 SCSEP Sick Leave Policy

## **Participant File Review:**

### **State ID 637234**

#### **EmployRI**

- Wagner-Peyser Application and Participation date is 10/01/2020. Activity Code # 102 Initial Assessment Actual Begin date is 10/01/2020. Paper application, CSA form, initial assessment, and case notes indicate start date was 09/30/2020
- Late data entry: all case notes entered April 2021
- No evidence in case notes that participant was informed of the duration limit extension
- Alternate contact information not entered in EmployRI

#### **Documentation**

- IEP: Missing Long-Term Employment Goal; Initial Training Objectives section incomplete: missing start date and next review date
- IEP Progress Update: missing Initial Training Objective and New Training Goals
- CSA Form: missing FEIN, Date of Safety Consultation, Participant's weekly schedule and type of training received indicates specialized training (should be general training)
- SCSEP Participation Orientation: Grievance procedure box not checked
- Time sheet week ending 10/02/2020 indicates participant paid under sick pay policy starting 09/30/2020 and participant paid 20 hours; signed by manager 09/25/2020; however; participation date is 10/01/2020. Participant overpaid
- Based on barriers identified in the assessment and IEP, there is no evidence an attempt was made to connect participant with agencies that can provide supportive services to help improve quality of life. Both the assessment and IEP indicate the participant is homeless

### **State ID 68594**

#### **EmployRI**

- EmployRI Application and Participation date is 11/25/2020. Activity Code # 102 Initial Assessment Actual Begin date is 11/25/2020. Case notes indicate initial assessment was conducted by phone on 11/11/2020 and participant was enrolled 11/16/2020
- Late data entry: Case note for services 11/16/2020 entered 04/13/2021
- No evidence in case notes that participant was informed of the duration limit extension
- Alternate contact information not entered in EmployRI

#### **Documentation**

- IEP: Missing Long-Term Employment Goal; Resources to Overcome the Barrier and Initial Training Objectives section blank
- CSA form missing FEIN, HA type, participant's weekly schedule and training duties
- CSA form signed by SCSEP counselor as the HA representative. CSA forms should be signed by Program Manager as HA Representative and SCSEP counselor should sign as SCSEP Designee
- Documents not on file: no evidence of SCSEP Participant orientation or Host agency orientation provided

- CSA start date is 11/25/2020. Time sheet missing w/e 12/05/2020. Time sheets begin w/e 12/07/2020
- Based on barriers identified in the assessment and IEP, there is no evidence an attempt was made to connect participant with agencies that can provide supportive services to help improve quality of life. Both the assessment and IEP indicate the participant is homeless.

**State ID 637177**

**EmployRI**

- Activity Code #102 Initial Assessment Actual Begin Date 09/30/2021 entered in EmployRI. No corresponding case note to indicate an initial assessment was conducted
- No evidence in case notes that the participant was informed of the duration limit extension
- Late data entry: Case note for services 09/30/2020 entered 03/31/2021

**Documentation**

- Family Income worksheet 6-month income calculation incorrect
- IEP: Missing Resources to Overcome Barrier; Next Review Date
- IEP Update: Missing Long-Term Employment Goal; New Training Goals section blank
- CSA Form: Missing Date of Safety Consultation, FEIN, Form indicates Specialized Training. Should be general training
- Case note and CSA form indicate participant training start date was 09/29/2020. CSA form was not signed until 04/14/2021

**State ID 303845**

**EmployRI**

- No evidence in case notes that the participant was informed of the duration limit extension
- Late data entry: Case note for services provided 11/2020 & 12/2020 entered 03/31/2021

**Documentation**

- CSA form incomplete: Missing emergency contact, FEIN, weekly schedule, answer to volunteer question, CSA code form SPARQ, Participant's Job Code from SPARQ, CSA assignment title, type of training and participating duties
- Host Agency Agreement: SCSEP counselor signed under HA Supervisor, not signed by RI DLT SCSEP Designee
- IEP: Missing Long-Term Employment Goal, Resources to Overcome Barrier; Initial Training Objectives section blank
- Family Income Worksheet calculations incorrect
- Missing Forms: Participant Orientation and Host Agency Orientation

## **State ID 225939**

### **EmployRI**

- Activity Code #102 Initial Assessment Actual Begin date is 11/06/2020. Case notes indicate initial assessment conducted and enrolled in program 11/05/2020
- No evidence in case notes that the participant was informed of the duration limit extension
- Late data entry: Case note for services provided 11/2020 entered 03/31/2021
- Case notes state the participant has a 9<sup>th</sup> grade education, has not worked since 2004 and is considered to have low employment prospects. There is no evidence or suggestions for additional services were made to overcome barriers

### **Documentation**

- CSA form incomplete: Missing emergency contact, FEIN, and weekly schedule
- HA signatures on the participant's timesheets signed by different people. CSA form indicates supervisor is Meko Lincoln. Time sheet for w/e 01/08/2021 and 01/15/2021 not signed by participant's supervisor. According to SCSEP Participant and Host Agency Handbook, HA must: "immediately notify RIDLT of a change of the participant's host agency supervisor"
- Discrepancy with CSA start date: timesheet for week ending 11/14/2020 indicates participant began work on 11/9/2020, EmployRI participation and application date is 11/06/2020, while case notes and the CSA form indicated the participant began training on 11/7/2020. Participant start date unclear. Is time sheet for week ending 11/7/2020 missing?

## **FINDINGS:**

### **Finding #1. Participant Files, Documentation and EmployRI Data**

TEGL 18-18: PY19 Planning Instructions and Allotments for SCSEP for State, Territorial and National Grantees

WDS Memorandum Series 20-03 SCSEP Program Policy

Participant files below are missing documentation, contain incomplete forms, and income verification calculations are incorrect. Some forms lacked required signatures and verification documents.

State ID: 637234      State ID: 68594      State ID: 637177      State ID: 303845

EmployRI data in the files below contains one or more of the following:

- Late data entry: Case notes entered several months after start of the participant's host agency start date
- Documentation of the participant's application, participation and Activity Code dates do not align with date of the actual service provision
- Participant's emergency contact information not entered

State ID: 637234      State ID: 68594      State ID: 225939

**Corrective Action:** Correct previously mentioned discrepancies in above files (where possible). Review the participant files for accuracy. Ensure documentation is collected and completed. Management must review files in accordance with WDS Memorandum Series: 20-03 SCSEP Program Policy.

The WDS Response to ICU PY2020 Monitoring Report Finding #1 Participant Files and Documentation issued February 11, 2021, stated:

All SCSEP files have been reviewed and corrected where applicable. The SCSEP Assistant Coordinator will monitor all new participant files within three weeks of being enrolled into the program to ensure proper signatures, documentation, case notes and activity codes are entered.

Per WDS Memorandum Series 20-03 SCSEP Program Policy, management must review participant files within three (3) weeks of enrollment. Management must institute a procedure for ensuring compliance and establish a method of documentation to verify management review took place in accordance with policy. For example, the completion of a checklist of required forms and actions, uploaded to EmployRI, may assist in smooth program administration.

WDS must notify ICU the method identified to ensure the management review occurs on an ongoing basis.

**Grantee Response 08/06/2021:**

All SCSEP files that were monitored in this report have been reviewed and corrected where possible. Late entries and missing information were due to the lockdown of the state and the utilization of staff to assist with Pandemic Unemployment Issues.

RIDLT SCSEP disputes the issue of income verification calculations being incorrect as there are several ways to calculate income for these participants and the formula that we have been using has been in place since RIDLT has become the grantee. This issue will continue to be reviewed with the monitoring team

The SCSEP Coordinator, or other assigned staff, will utilize the Referrals spreadsheet to track the management review of participant files within three weeks of enrollment.

**ICU Determination 09/02/2021:**

Technical assistance was provided by the ICU to WDS on 08/31/2021. WDS will respond accordingly within thirty (30) days.

**Finding #2. Lack of Provision of SCSEP Orientation**

20 CFR § 641.535 through § 641.565

**Criteria:**

When individuals are selected for participation in the SCSEP, the grantee or sub-recipient is responsible for: (1) Providing orientation to the SCSEP, including information on project goals and objectives, community service assignments, training opportunities, available supportive services, the availability of a free physical examination, participant rights and responsibilities, and permitted and prohibited political activities.

Three (3) of the five (5) participant files reviewed lacked evidence of provision of an orientation to the SCSEP with the participant and host agency.

State ID: 637234 (incomplete and late)

State ID: 68594

State ID: 303845

**Corrective Action:** Review above participant files to ensure an orientation with the participant and host agency took place and both parties received the SCSEP Participant and Host Agency Handbook.

Ensure SCSEP Participant Host Agency Orientation Form is signed and dated. Management must review files in accordance with WDS Memorandum Series: 20-03 SCSEP. This element must be included in the Corrective Action procedure for ensuring compliance in Finding #1.

**Grantee Response 08/06/2021:**

The SCSEP files that were monitored in this report were for participants that were enrolled during the pandemic lockdown. These participants were placed on sick pay making DLT their “proxy” host agency and therefore an orientation with the participant and host agency was unable to take place.

Orientation for the participant to the SCSEP program took place in a virtual capacity with documents being exchanged through email, fax or mail. When these participants can be placed in a permanent host agency the orientation will take place and be documented according to the policy.

The SCSEP Coordinator, or other assigned staff, will utilize the Referrals spreadsheet to track the management review of participant files within three weeks of enrollment

**ICU Determination 09/02/2021:**

Technical assistance was provided by the ICU to WDS on 08/31/2021. WDS will respond accordingly within thirty (30) days.

**Finding # 3. Initial Assessment and Individual Employment Plan (IEP)**

20 CFR 641.535(a) (3)

TEGL 18-18: PY19 Planning Instructions and Allotments for SCSEP for State, Territorial and National Grantees

WDS Memorandum Series 20-03 SCSEP Program Policy

20 CFR 641.535(a) (3)

Criteria:

The purpose of the IEP is to document a strategy that will assist participants in achieving their employment goals. The IEP records the participant’s job goals, specific action steps, and estimated time frames for achieving those goals. IEP development is a joint effort between RIDLT counselors and participants. The IEP is also shared with the training site supervisor to ensure that the supervisor is part of the team helping the participant to achieve his/her goals.

Criteria:

“Using the information gathered during the initial assessment to develop an IEP that includes an appropriate employment goal for each participant...”

WIOA sec. 134(c) (2) (A) (xii) (II)

WDS Policy 20-03:

“During 1st appointment:

a. Register in EmployRI (if not done already)

b. Enroll in Wagner-Peyser (WP) by completing an initial assessment – add 102 activity code to create the WP participation”

Older Worker Bulletin 04-04,

“Quality training must have a foundation of a good assessment followed by the development of a service strategy which is documented on the Individual Employment Plan (IEP)”.

In four (4) out of five (5) files, Individual Employment Plans lacked a descriptive strategy and time frame. There is no evidence of how and when the IEP was shared with the Host Agency.

In one (1) participant file, (State ID 637177) Activity Code #102 was entered in Wagner-Peyser on 09/30/2020; however, case notes do not indicate any detail of an initial assessment.

**Corrective Action:**

Per WDS Policy, an initial assessment must be completed during the first appointment.

Per the SCSEP Participant and Host Agency Handbook, IEP’s must provide a descriptive training strategy and include documented long-term goal, action steps, training provider, start / end date and documentation confirming the Host Agency Supervisor received a copy of the IEP.

If a participant is being paid under WDS Memorandum Series 21-03 SCSEP Sick Leave, it should be documented on the IEP and in case notes.

Ensure management reviews files in accordance with WDS Memorandum Series: 20-03 SCSEP Policy. This element must be included in the Corrective Action procedure for ensuring compliance in Finding #1.

**Grantee Response 08/06/2021:**

The SCSEP files that were monitored in this report were for participants that were enrolled during the pandemic lockdown. These participants were placed on sick pay making DLT their “proxy” host agency therefore the development of the IEP was kept generic as to not state activities that were not going to be accomplished considering the situation.

The SCSEP Sick Leave Policy was not released until February 24, 2021 which is why it was not documented in the IEP and/or case notes

As Host Agencies being to open and run at full capacity, the SCSEP participants that have been enrolled under DLT will be placed in a new host agency. At that time the IEP will be updated with specific employment goals that the participant can achieve.

**ICU Determination 09/02/2021:**

Technical assistance was provided by the ICU to WDS on 08/31/2021. WDS will respond accordingly within thirty (30) days.

#### **Finding #4. Lack of Age Discrimination Documentation**

20 CFR 641.827 (2)(c)

WDS Memorandum Series 20-03 SCSEP Program Policy

##### **Criteria:**

Recipients must ensure that participants are provided informational materials relating to age discrimination and/or their rights under the Age Discrimination in Employment Act of 1975 that are distributed to recipients by the Department as required by § 503(b)(3) of the OAA.

The Age Discrimination Act of 1975 42 U.S.C. Sections 6101-6107 states “It is the purpose of this chapter to prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance.”

WDS Series 20-03 SCSEP Program Policy:

“...Once HA has been secured, participants start date is determined. PI meets participant at HA on the start date to complete the SCSEP documentation as follows:

- a. Physical Exam Waiver
- b. Authorization to Release Information
- c. Distribute SCSEP Handbook & Age Discrimination Handout...”

All five (5) participant files lack documentation of the provision of informational materials relating to age discrimination and/or rights under the Age Discrimination in Employment Act of 1975.

**Corrective Action:** RIDLT SCSEP management must ensure either the SCSEP Participant & Host Agency Handbook (Rev 2/2018) includes the OAA Section Sec. 623. [Section 4] on age discrimination or the participant must be provided with Age Discrimination material and document it was provided to the participant.

This element must be included in the Corrective Action procedure for ensuring compliance in Finding #1.

##### **Grantee Response 08/06/2021:**

RIDLT SCSEP disputes this as a finding as it is not a policy requirement to “document” that the participant has received this; The policy states that the document be “distributed” to the participant during the “meet and greet” along with the SCSEP Handbook.

The distribution of the handbook and age discrimination fact sheet is policy and it is followed with each new enrollment

##### **ICU Determination 09/02/2021:**

Technical assistance was provided by the ICU to WDS on 08/31/2021. WDS will respond accordingly within thirty (30) days.

#### **Finding #5. Lack of Notification of Individual Duration Limit Extension**

TEGL 22-19 Program Year (PY) 2020 Planning Instructions and Allotments for Senior Community Service Employment Program (SCSEP) State, Territory, and National Grantees; and Implementation of SCSEP Provisions of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act)

**Criteria:**

Training and Employment Guidance Letter (TEGL) 22-19, "Implementation of SCSEP Provisions of the CARES Act – All Grantees," outlined specific administrative flexibilities to help SCSEP grantees respond to the effects of the COVID-19 public health emergency. In particular, the TEGL extended the individual durational limit by 12 months for all individuals participating in SCSEP projects as of March 1, 2020, and for those individuals who enrolled as SCSEP participants between March 1, 2020, and August 31, 2020. Participants cannot collect wages at the same time as paid sick leave.

**USDOL Covid-19 Frequently asked questions**

<https://www.dol.gov/agencies/eta/coronavirus#SCSEP>

Given the continuing impact of the COVID-19 public health emergency, this response extends the individual durational limit by 12 months for all SCSEP participants who enroll during the six-month enrollment period from September 1, 2020, through February 28, 2021. We do not require grantees to submit any documentation to implement this provision. We have updated the SCSEP performance and reporting system so that the change is effective retroactive to September 1, 2020, as described above.

**Senior Community Service Employment Program (SCSEP) Programmatic Assurances Program Year 2020 Attachment IV**

- **Maximum Individual Participant Duration - 48 Months**  
Allow participants to participate in the program no longer than 48 months (whether or not consecutively), unless your approved policy allows for an extension and the participant meets the extension criteria, and except as extended as allowed under the SCSEP provisions of the CARES Act.
- Notify participants of your policy pertaining to the maximum duration requirement, including the possibility of an extension if applicable, at the time of enrollment and each year thereafter, and whenever ETA has approved a change of policy.

All (5) five participant files do not contain evidence that participants were informed of the individual durational limit extension.

**Corrective Action:** RIDLT must ensure SCSEP participants enrolled between March 1, 2020 through February 28, 2021 are notified that the individual duration limit is extended by twelve (12) months. Provide evidence of notification and update EmployRI case notes accordingly.

This element must be included in the Corrective Action procedure for ensuring compliance in Finding #1.

**Grantee Response 08/06/2021:**

RIDLT SCSEP disputes this as a finding as it is not a policy requirement to "document" that the participant was notified of this information. The guidance from US DOL states, in part, that they do not require any documentation from the grantee to implement this provision and that notification to the participant on the maximum duration requirement and any possible limit extension happen at the time of enrollment and each year thereafter.

Durational limits are discussed with participants during the "meet and greet" with the host agency and information on this is also included in the handbook. Any addendums to this that happen after enrollment will be discussed with the participant at their yearly recertification

**ICU Determination 09/02/2021:**

Technical assistance was provided by the ICU to WDS on 08/31/2021. WDS will respond accordingly within thirty (30) days.

**Finding #6. Host Agency Agreement and Worksite Agreement**

RI DLT SCSEP Participant and Host Agency Handbook

TEGL 18-18: PY19 Planning Instructions and Allotments for SCSEP for State, Territorial and National Grantees

**Criteria:**

The training site is a federal, local or state agency or a 501(c)(3) non-profit organization that provides training in job skills specified in the participant's IEP. Each training site must complete a host agency agreement that specifies the responsibilities of the agency and RIDLT. The host agency agreement describes how the two organizations will work together to support the goals and objectives of the SCSEP participant.

Four (4) of the five (5) participant files reviewed are assigned to RIDLT as the Host Agency in janitorial positions and are receiving sick pay under WDS Memorandum Series 21-03 SCSEP Sick Leave Policy. No Host Agency agreement is on file. While it is acknowledged the COVID-19 pandemic has created extraordinary circumstances and RIDLT is acting at the Host Agency, this must be documented.

One (1) participant is in training at The Amos House. The Amos House Work Site Agreement expired on June 30, 2020.

**Corrective Action:** To resolve this Finding, WDS must submit a Host Agency Agreement or written document authorizing RIDLT to act as the Host Agency.

Submit Amos House Worksite Agreement.

Management must review agreements/contracts to ensure Host Agency and Worksite Agreements are valid and on file.

This element must be included in the Corrective Action procedure for ensuring compliance in Finding #1.

**Grantee Response 08/06/2021:**

RIDLT SCSEP disputes this as a finding. Due to the COVID-19 pandemic RIDLT was granted permission from US DOL to enroll participants into the program and place them on sick pay with the RI DLT being the "proxy" host agency. As such RIDLT did not complete a host agency agreement as it was not providing any elements of the program to the participants.

The Amos House host agency agreement has been updated

**ICU Determination 09/02/2021:**

Technical assistance was provided by the ICU to WDS on 08/31/2021. WDS will respond accordingly within thirty (30) days.

## **Finding #7. Inaccurate Timesheet Data**

RI DLT SCSEP Participant and Host Agency Handbook

**Criteria:** RI DLT SCSEP Participant and Host Agency Handbook

Submitting timesheets on time requires a partnership between the participant and the training site supervisor. The participant accurately records the time during the pay period and submits the timesheet after the last hour served. The training site supervisor then reviews, approves, and emails it in before the deadline so that RIDLT can process the timesheet and issue the payment on time. Timesheets that are not completed accurately, signed by the participant and host agency supervisor, or submitted by the submission deadline may result in late payment or the pay being delayed until the next pay period.

Timesheets submitted were inaccurately reported for the following:

- The recorded # of hours the participant was in training,
- HA supervisor's signatures (two different HA signatures),
- Missing timesheets and according to the time sheet the participant compensated in excess of 5 hours

State ID: 637234

State ID: 68594

State ID: 225939

**Corrective Action:** Review the above State ID's and correct the issues, if possible.

RIDLT SCSEP program management must ensure timesheets submitted by the HA supervisor are accurately reported and include the participant's designated supervisor's signature that is on file.

This element must be included in the procedure for ensuring compliance in Finding #1.

### **Grantee Response 08/06/2021:**

All issues with time sheets have been corrected where possible.

HA supervisor's signatures in some agencies due to the pandemic were different. The SCSEP coordinator is informed of this upon submission of the time sheets on a bi-weekly basis and provides the approval since these are usually limited circumstance. If a permanent change is made to a HA supervisor, then that information will be changed in the reporting system.

SCSEP Coordinator reviews all timesheets for accuracy, records them in the payroll tracker spreadsheet, and submits to the payroll agency for payment.

All hours are then entered into SPARQ quarterly.

### **ICU Determination 09/02/2021:**

The ICU reviewed time sheets for the above 3 State ID's

State ID: 637234: Time sheet week ending 10/02/2020 indicates participant paid under sick pay policy starting 09/30/2020 and participant paid 20 hours; signed by manager 09/25/2020; however; participation date is 10/01/2020. Participant overpaid.

Status: Time sheet no longer in common drive and no explanation of reason for removal in the above Response.

State ID 68594: CSA start date is 11/25/2020. Time sheet missing w/e 12/05/2020. Time sheets begin w/e 12/07/2020.

Status: Timesheet still not on file and no explanation in Response to indicate why. Unable to determine if it is missing or if the participant did not start on 11/25/2020.

State ID 225939: confirm correction made

### **Areas of Concern:**

#### **Area of Concern #1. Federal Funding Disclosure Requirements: Stevens Amendment**

The Stevens Amendment, Public law 100.463, Section 8136, requires federal grant recipients to include funding information on all publications related to projects that use federal funds, including statements, press releases, signs at construction sites, requests for proposals, bid solicitations, and other documents that describe projects or programs funded in whole or in part with federal money. Sub-grantees can put a link on marketing material and websites that directs users to the Division of Rehab Services, SCSEP webpage, which will have this information on hand.

The information must state clearly:

- 1) The percentage of total costs of the program or project which will be financed with Federal money;
- 2) The dollar amount of Federal funds for the project or program; and
- 3) The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

SCSEP marketing materials must be updated to include Federal Funding Disclosure information.

#### **Area of Concern #2. Referral to One-Stop Partner Services**

20 CFR §641.210, RIDLT SCSEP Participant and Host Agency Handbook

##### **Criteria:**

Per 20 CFR §641.210: What services, in addition to the applicable career services, must SCSEP grantees and sub-recipients provide through the One-Stop delivery system?

In addition to providing career services, as defined at 20 CFR 678.430, SCSEP grantees and sub-recipients must make arrangements through the One-Stop delivery system to provide eligible and ineligible individuals with referrals to WIOA career and training services and access to other activities and programs carried out by other One-Stop partners.

RIDLT SCSEP Participant and Host Agency Handbook:

Based on needs identified in the assessment and IEP, RIDLT makes every effort to put participants in contact with other agencies that can provide supportive services to help improve the quality of life and get or retain employment. When other resources are not available, RIDLT may cover the cost of supportive services if funds are available and requirements are met.

Two (2) participants' (State ID 637234 and State ID 68594) Initial Assessment and Individual Employment Plan indicate the participant is homeless, an ex-offender and lack transportation.

There is no evidence an attempt was made connect the participant with One-Stop partners or other agencies that can provide supportive services to help improve quality of life.

At a minimum, participants should be provided with the Governor's Workforce Board RI 211 Comprehensive Desk Guide. Case notes should reflect referrals to One-Stop partner programs. If the participant declines partner services, this should be documented in case notes. If appropriate, explore possibility of co-enrolling participants in WIOA for career services, training and supportive services.

## **Recommendations:**

### **Recommendation #1. Case Note Templates**

Utilize case note templates to ensure all information discussed between the counselor and the participant is documented at the time of the meeting.

### **Recommendation #2. Temporary Procedures for the Provision of Remote Services**

Create a temporary intake procedure to outline steps taken to assist the participant via phone and/or via US email to ensure case notes, application and participation dates and activities align with the WDS 20-03 policy and RI DLT SCSEP Participant and Host Agency Handbook.

# Local Workforce Development Board Notice: L04-01

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**TO:** WORKFORCE DEVELOPMENT PARTNERS

**FROM:** Governor's Workforce Board acting as Local Board for the Greater Rhode Island Area Pursuant to Authority Granted by the US Secretary of Labor

**SUBJECT:** WIOA Procedure for Filing Grievances/Complaints and Nondiscrimination Policy

**DATE:** Effective: March 18, 2021



**Purpose:**

To provide guidance and instruction to One-Stop Operator for the Greater Rhode Island American Job Centers (AJC) and all One-Stop Partners regarding the Procedure for Filing Grievances/Complaints regarding the Workforce Innovation and Opportunity Act (WIOA).

**Reference:** Workforce Innovation and Opportunity Act (WIOA) of 2014, section 181(c); WIOA Labor Only Final Rule, Subpart F – Grievance Procedures, Complaints, and State Appeals Processes §683.600-610

**Policy:**

One-Stop counselors will provide WIOA participants with the Procedures for Filing Grievances/Complaints/WIOA Program Grievance Form during their first meeting. The WIOA counselor must explain the Grievance form to the participant and enter a case note stating the form was explained and given to the participant.

Attachment:

WIOA Program Grievance Form

**Inquiries:**

Questions concerning this issuance may be directed by phone or by email at:

Governor's Workforce Board RI  
Department of Labor and Training  
1511 Pontiac Avenue, Building 72-3  
Cranston, Rhode Island 02920  
(401) 462-8860 Phone (401) 462-8865 Fax  
[www.dlt.ri.gov](http://www.dlt.ri.gov) | [www.qwb.ri.gov](http://www.qwb.ri.gov)

# **GREATER RHODE ISLAND WORKFORCE DEVELOPMENT AREA**

## **Procedures for Filing Grievances/Complaints regarding the Workforce Innovation and Opportunity Act (WIOA)**

Applicants and participants of the WIOA program, including applicants for employment, and employees, have the right to enter into the grievance process to resolve disputes. Complaints and grievances from participants and other interested parties affected by the local Workforce Development System, including One-Stop partners and service providers may file a complaint/grievance. Individuals in grievance investigations are protected from retaliation and are permitted to have translators, interpreters, readers and/or a representative of their choice during the grievance process. Per Section 181 of the Workforce Innovation and Opportunity Act (WIOA), the Workforce Board for the Greater Rhode Island Workforce Development Area provides the following procedure outlined below for registering complaints/grievances:

**Complaints/grievances must be filed in writing within one (1) year after the alleged violation took place.** A decision must be made within 60 days from the date the complaint/grievance is filed.

Complaints/grievances filed with Workforce Board for the Greater Rhode Island Workforce Development Area will be acknowledged within 5 business days. The Board will schedule an informal hearing within 15 business days with the complainant/grievant and representative when applicable to attempt to resolve the matter. The Board's Executive Director will issue a written decision within 30 days. Grievant/complainants who do not receive a decision from the Board within 30 days or who receive an adverse decision may file an appeal at the State level.

1. Grievances/complaints must be filed within one year of the alleged violation.
2. Grievances/complaints must be in writing and shall contain the following information:
  - a. The full name, telephone number and address of the person making the complaint;
  - b. A description of your grievance/complaint
  - c. The regulations or policy violated, if known;
  - d. The date(s) of the alleged unfair act(s); and
  - e. The name(s) and address(es) of any other(s) involved in the situation.
3. The grievance/complaint must be submitted to the following individual:

Executive Director, Greater Rhode Island Workforce Development Area  
1511 Pontiac Avenue, Building 72-2  
Cranston, Rhode Island 02920

4. The Executive Director will receive the complaint, investigate and render a decision within 30 days of the filing of the complaint.
5. If you are not satisfied with the decision you receive from the Executive Director and you wish to file an appeal at the State level, you must do so within 10 days. You must send the written appeal to the following individual:

Rhode Island State WIOA Liaison Officer  
Rhode Island Department of Labor and Training  
1511 Pontiac Avenue, Building 73  
Cranston, Rhode Island 02920

Upon receiving a local complaint/grievance that has been filed or appeal to the state level, the WIOA Liaison, on behalf of the Governor, will review the case and issue a decision within 30 calendar days after the appeal was filed. The State must issue a decision within 60 days from the date you originally filed your grievance/complaint.

6. Complaints/grievances alleging that the WIOA Liaison, on behalf of the Governor has not been issued a decision within 60 days after a complaint is filed or the party to such decision received an adverse decision may file an appeal to the Secretary of Labor: Secretary, ASET, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. The Secretary of Labor will render a final decision within 120 days of the date of the original grievance/complaint.

**Discrimination Cases**

Grievances and complaints alleging violations under WIOA Section 188 and 29 CFR Part §37 may be filed with the Workforce Board of the Greater Rhode Island Workforce Development Area with the Equal Opportunity (EO) Officer, at the State level with the Chief of Equity and Equal Opportunity or with the USDOL Civil Rights Center, Director. Complaints or grievances may be filed when the grievant/complainant believes it to be discrimination related to: disability; age; race; color; religion; sex (sexual identity, sexual expression, sex stereotyping, pregnancy); national origin; political belief or affiliation; and against any beneficiary of programs financially assisted under Title VI of the 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-I financially assisted program/activity.

**Discrimination complaints must be filed within 180 days from the date the violation occurred.** The complaint must be investigated and a final decision issued within 90 days from the date the complaint was filed.

**Fraud Cases**

Complaints involving criminal fraud, waste, abuse or other criminal activity may be reported immediately through the Department's Incident Reporting System to the DOL Office of Inspector General, Office of Investigations, Room S5514, 200 Constitution Avenue N.W., Washington, D.C. 20210, or to the corresponding Regional Inspector General for Investigations, with a copy simultaneously provided to the Employment and Training Administration. The Hotline number is 1-800-347-3756.

Program	Agency
Workforce Development Board, Equal Opportunity Officer	<p>Talia DeVincenzis            Equal Opportunity Officer            Greater Rhode Island Workforce Development Area            1511 Pontiac Avenue, Building 72-2            Cranston, RI 02920            401-462-8209 <a href="mailto:Talia.DeVincenzis@dlt.ri.gov">Talia.DeVincenzis@dlt.ri.gov</a></p> <p>Cheryl Burrell            Chief of Equity and Equal Opportunity            RI Department of Labor and Training            1511 Pontiac Avenue, Building 72-3            Cranston, RI 02920            401-462-8870 <a href="mailto:Cheryl.Burrell@dlt.ri.gov">Cheryl.Burrell@dlt.ri.gov</a></p>
<b>You also have the right to file a formal complaint with a Federal Agency</b>	
US Department of Labor	<p>Director, Civil Rights Center            ATTENTION: Office of External Enforcement            U.S. Department of Labor            200 Constitution Avenue, N.W., Room N-4123            Washington, DC 20210            Faxed to (202) 693-6505            Emailed to: <a href="mailto:CRCEXternalComplaints@dol.gov">CRCEXternalComplaints@dol.gov</a></p>
Formal Discrimination Complaint about any program	<p>Coordination and Review Section - NWB            Civil Rights Division            U.S. Department of Justice            950 Pennsylvania Avenue, NW            Washington, D.C. 20530            888-848-5306 - English and Spanish (ingles y Española)            202-307-2222 (voice)            202-307-2678 (TDD)            Title VI Hotline:            1-888-TITLE-06 (1-888-848-5306) (Voice / TDD)</p> <p>Disability Complaints:            U.S. Department of Justice Civil Rights Division            950 Pennsylvania Avenue, NW            Disability Rights Section -NYAV Washington, DC 20530            800-514-0301 (voice)            800-514-0383 (TTY) (also in Spanish)</p>

**COMPLAINT AND GRIEVANCE PROCEDURES POLICY AND GUIDANCE**

Applicable Funding Streams:    Adult        Dislocated Workers        Youth

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***DISTRIBUTION***

WSPC Staff    AJC Partners        AJC Operator        Sub-Recipients

***PURPOSE***

This policy establishes procedures that govern the receipt, handling and resolution of non-criminal grievances or complaints made in connection with WIOA Title 1 grant programs and activities conducted in the Providence/Cranston Workforce Development Area. The Providence/Cranston Workforce Development Board, local recipients of WIOA funds, and contracted and sub-contracted providers of WIOA services shall abide by the procedures set forth below in processing such complaints.

***REFERENCES***

WIOA Section 181(c), 20 Code of Federal Regulations (CFR.) Paragraph 683.600 and 683.610;  
WIOA Section 188, 29 CFR Part 38

***POLICY***

**I. GENERAL PRINCIPLES AND REQUIREMENTS**

WIOA Regulation 683.600 requires the Providence/Cranston Workforce Development Board (PCWDB) to:

- i. Develop procedures that provide for a process for dealing with grievances and complaints from participants and other interested parties affected by the local workforce development system, including one-stop (AJC) partners and service providers;
- ii. Provide for an opportunity for an informal resolution and a hearing to be completed within sixty (60) days of the filing of the grievance or complaint;
- iii. Develop a process which allows an individual alleging a labor standards violation to submit the grievance to a binding arbitration procedure, if a collective bargaining agreement covering the parties to the grievance so provides; and,

- iv. Provide an opportunity for a local level appeal to a State entity when: (1) no decision is reached within sixty (60) days; or, (2) either party is dissatisfied with the local hearing decision.

## 2. LOCAL GRIEVANCE PROCEDURES

- i. All customers of the Providence/Cranston AJC will be given a written explanation of the procedures for filing grievance/complaints regarding any aspect of the WIOA program. This information is contained on a single-page form that the applicant is required to sign and date (Reference Attachment). These procedures state all grievances/complaints must be filed within one year of the alleged violation and must be in writing detailing the specific grievance. The written grievance/complaint must be submitted to:

Executive Director  
Workforce Solutions of Providence/Cranston  
Providence/Cranston American Job Center  
One Reservoir Avenue  
Providence, RI 02907

- ii. The written grievance/complaint must include the following information:
- The name, address, business and home telephone number of the individual filing the grievance/complaint;
  - A description of the grievance/complaint;
  - The regulation or policies violated, if known;
  - The date (s) of the alleged unfair act (s); and,
  - The name (s) and address (es) of any other (s) involved in the situation.
- iii. There will be an opportunity for an informal resolution and a hearing to be completed within sixty (60) days of the filing of the grievance/complaint. A written decision regarding the grievance/complaint will be issued by the Executive Director of Workforce Solutions of Providence/Cranston within this sixty (60) day period.
- iv. A binding arbitration procedure, and/or collective bargaining agreement through an objective third party may be sought in situations where an individual alleging labor standard violation seeks remedy to their grievance/complaint beyond the WIOA system formal grievance/complaint procedure.
- v. If no decision is reached following the preceding procedures within sixty (60) calendar days, or the complainant is dissatisfied with the decision, the complainant may, within ten (10) days, appeal the decision. The appeal must be sent to:

Rhode Island State Workforce Board  
Rhode Island Department of Labor and Training

1511 Pontiac Avenue, Building 73  
Cranston, RI 02920

- vi. The appeal must contain:
- The name, address, business and telephone number of the complainant;
  - A copy of the written, formal complaint, describing the grievance/complaint submitted to the Providence/Cranston Workforce Development Area;
  - The regulations or policies violated, if known;
  - A transcript or recording of the hearing proceedings; and,
  - A copy of the written decision of the Providence/Cranston Workforce Development Area.
- vii. The authorized designee of the State Workforce Board will issue a decision within sixty (60) calendar days of receipt of the appeal. The final decision will be provided to the complainant and the Providence/Cranston Workforce Development Area.
- viii. If a decision has not been issued by the State Workforce Board within the sixty (60) days or a decision has been reached and the complainant is dissatisfied an appeal may be taken to the Secretary of Labor at the following address:

Secretary of Labor  
U.S. Department of Labor  
200 Constitution Avenue, NW  
Washington, D.C. 20210

The Secretary of Labor will render a decision within 120 days of receiving the appeal.

### **3. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

Grievances and complaints alleging violations under WIOA Section 188 and 29 CFR Part 38 may be filed with:

- i. The Equal Employment Officer of the Providence/Cranston AJC located at One Reservoir Avenue, Providence, RI 02907;
- ii. The State of Rhode Island Equal Opportunity Officer located at 1511 Pontiac Avenue, Cranston, RI 02920; or,
- iii. The Director, Civil Right Center, ATTENTION: Office of External Enforcement, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N-4123, Washington, DC 20210. Civil Right Center Director.

Grievances and complaints may be filed when the grievant/complainant believes it to be discrimination related to: disability; age; race; color; religion; sex (sexual identity, sexual expression, sex stereotyping, pregnancy); national origin; political belief or affiliation; and against any beneficiary of programs financially assisted under WIOA or 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-I financially assisted program/activity.

Discrimination complaints must be filed within one hundred eighty (180) days from the date the violation occurred. The grievance/complaint must be investigated and a final decision issued within ninety (90) days from the date the grievance/complaint was filed.

#### **4. FRAUD**

Complaints involving criminal fraud, waste, abuse or other criminal activity may be reported immediately through the U.S. Department of Labor's Incident Reporting System. The address is: U.S. Department of Labor Office of Inspector General Office of Investigations, Room S5514, 200 Constitution Avenue NW, Washington, D.C. 20210, or to the corresponding Regional Inspector General for Investigations, with a copy simultaneously provided to the Employment and Training Administration. The Hotline number is 1-800-347-3756.

## **ATTACHMENTS**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
EQUAL OPPORTUNITY IS THE LAW**

**It is against the law for an entity who is a recipient of Federal financial assistance to discriminate on the following bases:**

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, genetic information, political affiliation or belief and for beneficiaries only, citizenship or his or her participation in a WIOA Title I 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 I 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, you may file a complaint within 180 days from the date of the alleged violation with either:

- 1.) **The recipient's Equal Opportunity Officer, Department of Labor and Training, or**
- 2.) **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 CRC.

However, you must file your CRC complaint within 30 days of the 90 day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your complaint within 30 days of the date on which you received the Notice of Final Action.

**FOR INFORMATION, OR TO FILE A COMPLAINT, CONTACT:**

Matthew Weldon, EO Officer  
Department of Labor and Training  
1511 Pontiac Avenue  
Cranston, R.I. 02920  
Phone: (401) 462-8150 TTY via RI Relay 711

The Department of Labor and Training is an Equal Opportunity Employer/Program.  
Auxiliary aids and services are available upon request to individuals with disabilities.

**I certify that I have been furnished a copy of the "Equal Opportunity is the Law" Notice, and the Notice has been discussed with me.**

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SIGNATURE

DATE

**LA ACTA DE OPORTUNIDAD E INNOVACIÓN EN MANO DE OBRAS  
IGUALDAD DE OPORTUNIDAD ES LA LEY**

**Es en contra la ley que esta agencia estatal y recipiente de asistencia financiera federal discrimine por las siguientes razones:**

En contra cualquier individuo en los Estados Unidos, basado raza, color, religión, sexo, origen nacional, edad, discapacidad, información genética, afiliación política o creencias y únicamente para los beneficiarios, ciudadanía o participación de él o ella en programa asistido financieramente por WIOA Título I o actividad.

**El recipiente no deberá discriminar en ninguna de las siguientes áreas:**

Al decidir quién será admitido, o tendrá acceso a cualquier programa asistido financieramente por WIOA Título I o actividad;

Pro viendo oportunidades en, o en el tratamiento de cualquier persona con respecto a, tal programa o actividad; o

Tomando decisiones de empleo en la administración de, o en relación a tal programa o actividad.

### **QUÉ HACER SI USTED CREE QUE HA EXPERIENSADO DISCRIMINACIÓN**

Si usted cree que ha sido sujeto a discriminación, usted puede presentar una queja dentro 180 días a partir de la fecha de la supuesta violación, ya sea con:

- 1.) Con el Oficial de Igualdad de Oportunidades de los recipientes, Departamento de Trabajo y Entrenamientos, o
- 2.) Director, Centro de Derechos Civiles (CRC), Departamento de Trabajo de EE.UU., 200 Constitution Avenue NW, Oficina N-4123, Washington, DC 20210.

Si presenta su queja con el recipiente, debe esperar hasta que el destinatario expida una Notificación de Acción Final, o hasta que hayan pasado 90 días (lo que ocurra primero), antes de presentar con el Centro de Derechos Civiles (vea la dirección arriba).

Si el recipiente no le provee una Notificación de Acción Final dentro de los 90 días siguientes a la fecha en que usted presentó su queja, usted no tiene que esperar que el recipiente entregue la notificación antes de presentar una queja ante el CRC.

Sin embargo, usted debe presentar su CRC queja dentro de 30 días del plazo de 90 días (en otras palabras, 120 días después del día en que usted presentó su queja con el recipiente).

Si el recipiente le da un Aviso de acción final de su queja, pero usted está di satisfecho con la decisión o resolución, usted puede presentar una queja con CRC. Debe presentar su queja dentro de los 30 días siguientes a la fecha en que recibió el aviso de acción final.

### **PARA INFORMACIÓN, O PARA PRESENTAR UNA QUEJA, CONTACTO:**

Matthew Weldon, EO Officer  
Departamento de Trabajo y Entrenamientos  
1511 Pontiac Avenue  
Cranston, R. I. 02920  
Teléfono: (401) 462-8150 TTY a través de RI Relay 711

El Departamento de Trabajo y Entrenamientos es un Empleador/Programa de Igualdad de Oportunidades.  
Las ayudas y servicios auxiliares están disponibles a pedido de personas con discapacidad.

Yo Certifico que se me ha proporcionado una copia del Aviso "Igualdad de Oportunidad es la Ley", y la Notificación ha sido discutido conmigo.

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SIGNATURE

DATE

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**

You are applying to participate in the Workforce Innovation and Opportunity Act (WIOA), a federally funded program. You are guaranteed the right to file a complaint regarding any aspect of the WIOA program. Further, no one may penalize you in any way for exercising your right to file such complaint. You must follow the procedures described below if you feel you are being denied your rights.

**PROCEDURES FOR FILING GRIEVANCE/COMPLAINTS ABOUT WIOA PROGRAMS**

1. All grievances/complaints must be filled one within one year of the alleged violation.
2. A written complaint detailing the specific grievance must first be prepared and submitted to the following individual:

Executive Director  
Workforce Solutions of Providence/Cranston  
Providence/Cranston American Job Center  
One Reservoir Avenue  
Providence, RI 02907

The written complaint must include the following information:

- a) Your name, address, business and home telephone numbers;
  - b) A description of your grievance/complaint;
  - c) The regulations and policies violated, if known;
  - d) The date(s) of alleged unfair act(s); and
  - e) The name(s) and address(es) of any other(s) involved in the situation.
3. The Executive Director will issue a decision within 30 (thirty) days of the filing of the complaint.
  4. If you are not satisfied with the decision and you wish to file an appeal, you must do so within 10 (ten) days. You must send the written appeal to the following individual:

Rhode Island State WIOA Liaison Officer  
Rhode Island Department of Labor and Training  
1511 Pontiac Avenue, Building 73  
Cranston, Rhode Island 02920

The State Liaison Officer or his/her authorized designee will issue a decision within sixty (60) days from the date you originally filed your grievance/complaint.

5. If you are still not satisfied, you may then file a final appeal with the Secretary of Labor at the following address:

Secretary of Labor  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The Secretary of Labor will render a decision within 120 days of receiving the appeal.

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SIGNATURE

DATE



State of Rhode Island  
Division of Equity, Diversity, & Inclusion  
Department of Administration

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## About the Office

The Office of Diversity, Equity and Opportunity (ODEO) is a division within the Department of Administration that was created in the summer of 2014 as a result of the State's implementation of Executive Order 13-05, entitled: Promotion of Diversity, Equal Opportunity and Minority Business Enterprises in Rhode Island. This executive order required the Director of the Department of Administration (Department) to review all divisions and offices within the Department charged with facilitating equal opportunity employment and MBEs, including, but not limited to, the Division of Human Resources, the State Equal Opportunity Office, the Human Resources Outreach and Diversity Office, the Division of Purchases, and the MBE Program, and make recommendations to the Governor to improve collaboration between these offices and all executive departments to ensure these programs are more effective. As a result of a collaborative effort amongst these divisions, as well as other divisions within the Department of Administration, several recommendations were submitted to the Governor, one of which was the creation of the ODEO.

The ODEO oversees operations within the State Equal Opportunity Office, the Human Resources Outreach & Diversity Office, the Minority Business Enterprise Compliance Office, and the newly created Supplier Diversity Office.

*We are committed to being the team that shifts the culture toward greater diversity, equity and inclusion in Rhode Island State government employment and procurement.*

## Vision

To create and support a diverse and inclusive state government culture that values and reflects the changing demographics of Rhode Island by advancing equitable and fair opportunities for all Rhode Island Citizens to be employed by and/or do business with the State of Rhode Island.

## Major Goals

To ensure that the state government workforce reflects the demographics of our state's labor force, with an emphasis on increasing the representation of people of color in the higher level management positions.

To improve the culture within state government to be more equitable, inclusive, and engaging for all employees, as well as to improve the quality of service to our customers and clients.

To increase opportunities for minority and women-owned business enterprises, disadvantaged business enterprises, veteran business enterprises, as well as disability business enterprises, to participate in our state's procurement activities.

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**Title 42**  
**State Affairs and Government**  
**Chapter 102**  
**Governor's Workforce Board Rhode Island**

**R.I. Gen. Laws § 42-102-2**

**§ 42-102-2. Composition of workforce board.**

(a) The workforce board shall be composed of twenty-three (23) members; one of whom shall be the secretary of commerce, who shall be vice-chair; one of whom shall be the director of the department of labor and training; one of whom shall be the commissioner of education; one of whom shall be a representative of a public institution of higher education in Rhode Island; one of whom shall be a representative of the office of rehabilitation services, a division of the department of human services; and eighteen (18) public members, twelve (12) of whom shall be representatives from the employer community, in a manner that is representative of employers of different sizes and sectors, including the nonprofit sector, provided that two (2) of the representatives from the employer community shall be the chairs of Rhode Island's local workforce investment boards, or their designees, appointed from among the employer community members of the local workforce investment boards; four (4) of whom shall be representatives of organized labor; and two (2) members shall be representatives of community-based organizations that provide or promote workforce development service; appointed by the governor with the advice and consent of the senate. The eighteen (18) public members shall be appointed in a manner that reflects the geographic diversity of the state, and at least five (5) of whom shall be women; at least four (4) of whom shall be from minority communities; and at least one of whom shall be a person with disabilities. The governor shall appoint a chairperson from among the twelve (12) representatives of the employer community.

(b) The board may establish an executive committee composed of members appointed by the chair. The board may delegate to the executive committee any powers of the board except those powers that are required by law to be exercised by the board. The chair may also appoint ad hoc committees, workgroups, or task forces to assist the board as appropriate.

(c) Members serving as of the effective date of this act on the state workforce investment board established pursuant to Executive Order No. 05-18 ordered on September 22, 2005, shall continue to serve their terms of office as members of the governor's workforce board established under this chapter.

**History of Section.**

P.L. 1992, ch. 133, art. 68, § 4; P.L. 1998, ch. 387, § 1; P.L. 2001, ch. 180, § 122; P.L. 2004, ch. 369, § 2; P.L. 2004, ch. 388, § 2; P.L. 2013, ch. 489, § 4; P.L. 2013, ch. 492, § 4; P.L. 2014, ch. 500, § 4; P.L. 2014, ch. 528, § 61; P.L. 2014, ch. 551, § 4; P.L. 2016, ch. 50, § 1; P.L. 2016, ch. 54, § 1.