



Gina M. Raimondo  
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 Officer.

#### NARRATIVE

The State ensures that nondiscrimination and equal opportunity provisions of WIOA are incorporated in 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) and the 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 from DLT or GWB 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 ETPL must complete an electronic application form before receiving final approval to be added to the ETPL. The TPA 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 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, 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.

**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 WIA Section 158, "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/Attachments**

- 1. WIOA Funded Activities Assurance Language**
- 2. Sample Contract/Agreement**
- 3. LWIB Sample RFP**
- 4. ETPL Assurance Language**
- 5. DLT Language Access Policy Directives**

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

### 29 CFR PART 38.54(c)(ii)

#### PURPOSE

The Governor of the State of Rhode Island, Gina M. Raimondo, has designated Mr. Scott R. Jensen, the Director of the Department of Labor and Training, as her designee to implement the equal opportunity and nondiscrimination provisions of the Workforce Innovation and Opportunity Act of 2014. In this capacity, Director Jensen has appointed Mr. Matthew D. Weldon, Assistant Director for Administrative Services, as the State of Rhode Island's State-level Equal Opportunity (EO) Officer.

#### 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 32.28)

**Matthew D. Weldon**

Assistant Director for Administrative Services  
Department of Labor & Training  
1511 Pontiac Avenue  
Cranston, Rhode Island 02920  
[matthew.weldon@dlt.ri.gov](mailto:matthew.weldon@dlt.ri.gov)  
(401) 462-8150  
TTY via RI relay 711

##### Local Workforce Development Areas (LWDA) EO Officers

There are two (2) Local Workforce Investment Boards in Rhode Island: The Workforce Partnership of Greater Rhode Island (WPGRI) and Workforce Solutions of Providence Cranston (WSPC).

WPGRI has designated Lauren Moses as its Local EO Officer:

**Lauren Moses**

Assistant Coordinator  
Workforce Partnership of Greater RI  
RI Department of Labor & Training  
1511 Pontiac Avenue, Cranston, Rhode Island 02920  
[Lauren.Moses@dlt.ri.gov](mailto:Lauren.Moses@dlt.ri.gov)  
(401) 462-8092  
TTY via RI Relay 711

WSPC has designated Francine Lepizzera as their Local EO Officer:

**Francine Lepizzera**  
Employability Coordinator  
One Reservoir Avenue, Providence, RI 02907  
[Francine.Lepizzera@dlt.ri.gov](mailto:Francine.Lepizzera@dlt.ri.gov)  
(401) 462-8938  
(401) 462-8947  
TTY via RI Relay 711

**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.**

Mr. Weldon is the Department’s Assistant Director for Administrative Services. As part of his duties, Mr. Weldon ensures compliance with federal and state civil rights laws. He reports directly to the Executive Office and has access to the Director of the Department. His duties and responsibilities do not create a conflict of interest, or an appearance of a conflict of interest, with his responsibilities as the State-level EO Officer. 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.**

As the State-level EO Officer, Mr. Weldon 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, issuing Notices of Final Action. Mr. Weldon’s responsibilities as 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 (DLT or Department);

- 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 four One-Stop (*netWORKri*) Centers;
- Reporting directly to the Director on equal opportunity issues;
- Monitoring and investigating to ensure that recipients and sub-recipients of WIOA funds, 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;
- Oversee the development and implementation of Rhode Island's Non-Discrimination Plan

Typically, Mr. Weldon performs the duties of his position 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 four One-Stop (*netWORKri*) Centers, 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 "Equal Opportunity" tab.

As a result of the WIOA Section 188 implementing regulations that were finalized in January of 2017, revised EO posters were produced by CRC and made available for use on CRC's websites. The Department has displayed the revised poster in multiple sizes and in the Department's One-Stop locations, in areas accessible to the public and employees.

**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.**

Mr. Weldon has one staff member, dedicated full-time, to providing assistance to him in his capacity as the State-level EO Officer. Ms. Maria Ferreira, DLT Chief of Program Development, has been assigned to work

on issues pertaining to the Department's work in areas of EO and related matters. Additionally, staff from units across the department are assigned to assist the State-level EO Officer on a regular basis on such matters as performing required monitoring responsibilities.

**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 NASWA/CRC Annual Equal Opportunity Conferences. Additionally, Mr. 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.

These meetings, coupled with the relationships formed during these meetings, affords him a higher level of understanding and competency in her role as the State-level EO Officer.

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 the Assistant Director for Administrative Services for the Department. Mr. Weldon 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.

**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 EO 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 budget.

**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.**

The State-level EO Officer may 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 provides annual trainings to LWDA EO Officers and (if necessary) OSPs to ensure that LWDAs, 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/Attachments**

- 6. Governor's Designee Letter**
- 7. Director Jensen Designee Letter – State-level EO Officer**
- 8. Assistant Director for Administrative Services Classification**
- 9. Chief of Program Development Classification**
- 10. EO Officer Training**

## ELEMENT III: NOTICE AND COMMUNICATION

### 29 CFR PART 38.34-38.40

#### 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 four *netWORKri* One-Stop Career Centers, at the UI/TDI Board of Review and in the main DLT Office. Customers entering any DLT or *netWORKri* Center may view the "EO is the Law" poster, which is posted in the waiting areas of the one-stop 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, a copy is given to the customer. The Notice is posted on the DLT website, in all four NetWORKri One-Stop 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 OSP's 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 One-Stop 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 netWORKri offices 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 netWORKri offices:

- 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;
- Pocket Amplifiers allows the customer to hear what other people are saying in one-on-one conversations or small group settings;
- 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 netWORKri offices.

**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. As a result of that Conciliation Agreement, DLT was required to take a number of corrective action measures. Those measures included:

- 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, 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 and Portuguese) 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, Spanish, Portuguese 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 language line is used for situations where a LEP customer calls or shows up without notice and is in need of language access services. The language line is not used for any service that can be scheduled, such as a hearing or mock interview. For any service that can be scheduled and language assistance is needed, the Department uses a separate contracted vendor.

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 division but generally states the following:

**THIS IS AN IMPORTANT NOTICE**

This is an important notice about your appeal.

If you do not understand this notice please contact the Board of Review to speak with a Spanish interpreter. If you require the assistance of an interpreter for your hearing the Board of Review will provide an interpreter for you. It is important that you call the Board of Review at least 7 days before your hearing to request an interpreter.

The Board of Review is responsible to provide interpreter services at no cost to you. You are responsible for requesting these services in accordance with the procedure outlined in this notice.

**Spanish:**

‘Este es un aviso importante para su apelación’.

Si usted no entiende ésta noticia por favor contacte al Board of Review para hablar en Español con un intérprete. Si usted necesita de la ayuda de un intérprete para su audiencia, Board of Review le proporcionará un intérprete para usted.

Es importante que usted llame al Board of Review por lo menos 7 días antes de su audiencia para pedir un intérprete.

Board of Review tiene la responsabilidad de proporcionarle los servicios de un intérprete, sin ningún costo para usted. Usted es responsable de pedir éstos servicios, de acuerdo con los procedimientos que estan en este aviso.

**PLEASE NOTE**

Interpreters in languages other than Spanish are also available to assist claimants at hearings. Please contact the Board of Review at 401-462-9400 prior to your hearing to request an Interpreter for a language other than Spanish.

In addition to Spanish, Unemployment/Board of Review notices are available in Khmer, Hmong, Portuguese and French Creole.

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 individual's 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, a copy is placed in the individuals' folder or electronic file.

**The process the State uses to develop and communicate policy and conduct training regarding nondiscrimination and equal opportunity. (29 CRF 3.25(c), 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/Attachments**

- 11. “EO is the Law” Poster English/Spanish**
- 11a. EO Notice to Customers**
- 12. UI Documents – Spanish Language**
- 13. DLT Equal Opportunity Statement**
- 14. LEP Workgroup**
- 15. DLT LEP Plan**
- 16. Third Party Interpretation Contract**
- 17. Babel Notice**
- 18. “I Speak” Poster**

## ELEMENT IV: DATA/INFORMATION COLLECTION AND MAINTENANCE

### 29 CFR PART 38.41-38.45

#### 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 One-Stop career centers (*netWORKri*), 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 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 his 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, 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. For reporting year 2019, the Department maintains data on LEP status and language preference as required by the revised 2017 regulations.

**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/Attachments**

**19. Virtual One-Stop (VOS) Password Protected**

**20. Preferred Language Data Collection**

## 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.

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 One-Stop Career Centers, called *netWORKri*, 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. Partnering with the State Office of Diversity, Equity and Opportunity, DLT works to recruit diverse job applicants for positions within the department as well.

The Department's website ([www.dlt.ri.gov](http://www.dlt.ri.gov) – currently being updated), 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), and find out about our job training services. All services within the RI *netWORKri* offices (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, Community Based Organizations 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 ([netWORKri](#)).

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

Rhode Island's four *netWORKri* offices 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 *netWORKri* One-Stop office 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 *netWORKri* offices 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;
- 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; and
- Assistance in using the self-service component of the One-Stop Center.

The system is designed to address the diverse needs of all customers, job seekers, employers. For example, the *netWORKri* offices:

- Provide marketing materials that mention people with disabilities as one of the groups that netWORKri serves;
- 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 netWORKri auxiliary aids and services for communication, assistive technology, material in accessible formats as part of outreach materials.

In addition, netWORKri does outreach to people with disabilities through activities such as:

- Advertising in media that is aimed toward people with disabilities;
- Sending notices about netWORKri activities to community groups, organizations, associations that people with disabilities participate in;
- Consulting with community groups, organizations, associations about ways in which netWORKri can improve its outreach and services to people with disabilities;
- Off-site presentations to the general public by various netWORKri 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/Attachments**

**21. Employment Recruitment Advertisement**

**22. Community Group/One-Stop Discussions**

**23. Presentation on EO**

**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 38.69-38.85

#### PURPOSE

Demonstrate that the State and its recipients are complying with the requirements of 29 CFR PART 38.69 through 29 CFR PART 38.79 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's 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 38.76 through 29 CFF 38.79.

#### NARRATIVE

**Recipients that are required to do so (29 CFR PART 38.74) have developed and published complaint procedures.**

All recipients must provide notice of the ability to, 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 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 he or she is 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 he or she may file his or her 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 his/her 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/Attachments**

- 24. EO Complaint Procedures**
- 24a. Sample Complaint Receipt Letter**
- 25. ADR Information**
- 25a. Sample ADR Notice Language**

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

### **29 CFR PART 38.54(c)(1)(viii)**

#### **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 Officer's will monitor WIOA Title I recipients annually to make sure the recipients’ programs and activities are operating in a non-discriminatory way. To date, the Department has monitored recipients periodically, but the time requirement changed with the 2017 regulations. Annual monitoring will include:

- 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, wages.

## **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; 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/Attachments**

- 26. Sample Findings Report
- 27. Sample LWIB Policy
- 28. ODEO Information
- 29. GWB Board Composition
- 30. Monitoring Report (RESEA)

## 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 5 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, potential clients within the netWORKri 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), Rehabilitation Act of 1973, with 29 CFR Part 32 and Part 38.

### **Meet their obligation not to discriminate on the basis of disability. (29 CFR 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 ensures 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 32 and 29 CFR PART 38.14)**

In early 2017, monitoring of the one-stops was done and technical violations were noted. These violations are in the process of being corrected. Discrimination violations included failure to provide a reasonable accommodation.

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 *netWORKri* offices.

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 *netWORKri* centers, including operators and partners, will comply with Section 188 of WIOA, if applicable, applicable provisions of ADA regarding the physical and programmatic accessibility of facilities, programs and services, technology, 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 *netWORKri* 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 *netWORKri* centers will comply with the ADA by promoting inclusion, choice, accessibility. The One-Stop Operator ADA coordinator and staff will 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, 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, their implementing regulations. (29 CFR 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 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, 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 ORS partner and other partners, will work closely with LWDAs to ensure individuals with disabilities participate in the most integrated setting appropriate to each individual. *netWORKri* 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 *netWORKri* 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, 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, 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, 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.

**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 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, 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, 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 follows-up with the appropriate monitoring and issues 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.

# **Attachment 1**

Disclaimer: filling out this application does not guarantee program eligibility

## netWORKri CUSTOMER APPLICATION

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

### INDIVIDUAL INFORMATION

Last Name			First Name	MI	Date:	Last 4 Digits of Social Security #	
Residential Address		City	ST	Zip	Date of birth:		

Mailing Address if different than residential address: \_\_\_\_\_ If Mailing Address is the same as the residential address check here:

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Phone	Cell Phone	e-mail:
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Gender  Male  Female Marital Status:  Single  Single/Head of Household  Married  Widowed  Divorced

### Alternate Contact Information (If possible, list someone not living with you.)

Last Name: _____	First Name: _____	Relationship: _____	Phone: _____
Address: _____		City: _____	State: _____ Zip: _____ e- _____

Authorized to work in the U.S.:  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)

Ethnic Origin  Hispanic/Latino heritage  Not Hispanic/Latino

Race (Optional) May check more than one:  Black/African American  American Indian or Alaskan Native  
 Asian  Hawaiian Native or Pacific Islander  
 White  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  I do not wish to disclose  
If answered "yes" to Disability one of the below must be selected:  
 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)  
 No grades completed  
 Highest school grade (1-11) completed: Grade: \_\_\_\_\_  
 12<sup>th</sup> Grade Completed and did not receive diploma or equivalent  
 Certificate of attendance/completion (Disabled Individuals)  
 General Equivalency Degree (GED)  
 High School Diploma  
 College or a Technical or Vocational School –  
 1 year  2 years  3 years  
 Vocational School Certificate  
 Associates Degree  Bachelor's Degree  Masters Degree  
 Doctorate Degree  Specialized Degree

School Status  
 Not Attending Any School  
 Attending High School, Junior High, Middle or Elementary School  
 Attending an Alternative High School  
 Attending College or a Technical or Vocational School

Last School \_\_\_\_\_  
Dates: From \_\_\_\_\_ To \_\_\_\_\_

Have you been notified or are receiving a Pell Grant?  Yes  No

### 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> <input type="radio"/> Yes – served for less than or equal to 180 days <input type="radio"/> Yes, Eligible Veteran <input type="radio"/> Yes, Other Eligible Person <input type="radio"/> No		<b>Military Service</b> Entry date _____ (mm/dd/yyyy) Discharge date _____ (mm/dd/yyyy)	
		<b>Are you a Campaign Veteran?</b> <input type="radio"/> Yes <input type="radio"/> No	
<b>Branch of Service</b> <input type="radio"/> Army <input type="radio"/> Navy <input type="radio"/> Air Force <input type="radio"/> Marines <input type="radio"/> Coast Guard <input type="radio"/> Army/Air National Guard			
<b>Active in Military Reserves</b> <input type="radio"/> Yes <input type="radio"/> No		<b>Homeless Veteran:</b> <input type="radio"/> Yes <input type="radio"/> No	
<b>Type of Discharge Received</b> <input type="radio"/> Honorable <input type="radio"/> Under Honorable Conditions (General) <input type="radio"/> Under Other Than Honorable Conditions <input type="radio"/> Bad Conduct <input type="radio"/> Dishonorable <input type="radio"/> Uncharacterized <input type="radio"/> Other (Explain) _____			
<b>Disabled Veteran</b> <input type="radio"/> No <input type="radio"/> Yes, Disabled <input type="radio"/> Yes, Special Disabled (Greater Than 30%) If Yes, Indicate Disability Percentage ___ %			
<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> <input type="radio"/> Working Full Time <input type="radio"/> Working Part Time <input type="radio"/> Not Working <input type="radio"/> Never Worked <input type="radio"/> Other Explain) _____
Have you recently received a Notice of Termination of Employment or Military Separation? <input type="radio"/> Yes <input type="radio"/> No
Have you been notified of an impending layoff? <input type="radio"/> Yes <input type="radio"/> No    Projected Date of layoff: _____
Have you attended a Rapid Response Program Orientation at your former Company? <input type="radio"/> Yes <input type="radio"/> No
Will you be returning to your former job? <input type="radio"/> Yes <input type="radio"/> No    If YES, indicate Return to Work Date (mm/dd/yyyy) _____
Are you collecting Unemployment Insurance? <input type="radio"/> Yes    If not RI, indicate state _____ <input type="radio"/> No <input type="radio"/> Pending <input type="radio"/> Exhaustee
Are you currently looking for work? <input type="radio"/> Yes <input type="radio"/> No
<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> <input type="radio"/> Yes <input type="radio"/> No - If YES, Class: <input type="radio"/> Farmworker <input type="radio"/> Migrant <input type="radio"/> Migrant Farmworker
<b>Type of Qualifying Farmwork:</b> <input type="checkbox"/> Agricultural Production and Services <input type="checkbox"/> Food Processing Establishments
Do you belong to a Union? <input type="radio"/> Yes: List Union and Local _____ <input type="radio"/> No

**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  
 Class:     10 - Private Vehicle     A - Tractor Trailer     B - Straight Truck     C - Bus  
 Endorsements:     Hazardous Waste     Motorcycles     Tankers     Double/Triple Trailers  
 Restrictions:     Air Brakes     School Bus     Class A, except bus     Class A, except tractor trailer double/triples     Private/Chauffeur's

**EMPLOYMENT OBJECTIVE**

Employment Objective – What kind of job are you interested in?	Do you have experience in this job? <input type="radio"/> Yes <input type="radio"/> 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: \$ _____ <input type="radio"/> Hour <input type="radio"/> Day <input type="radio"/> Week <input type="radio"/> Month <input type="radio"/> 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		

**WORK HISTORY #2**

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

Job Title	Wage: \$ _____ <input type="radio"/> Hour <input type="radio"/> Day <input type="radio"/> Week <input type="radio"/> Month <input type="radio"/> Year	Hours Worked Per Week
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Reason for Leaving:  Lay-off  Terminated/Fired  Better Opportunity  Still Employed  Resigned/Quit  Job Ended  Retired  Other

Duties

**WORK HISTORY #3**

Employer Name	Start Date: _____ (mm/dd/yyyy)	End Date: _____ (mm/dd/yyyy)
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Address	City	State	Zip	Country
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Job Title	Wage: \$ _____ <input type="radio"/> Hour <input type="radio"/> Day <input type="radio"/> Week <input type="radio"/> Month <input type="radio"/> Year	Hours Worked Per Week
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Reason for Leaving:  Lay-off  Terminated/Fired  Better Opportunity  Still Employed  Resigned/Quit  Job Ended  Retired  Other

Duties

**PUBLIC ASSISTANCE INFORMATION**

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="radio"/> Yes <input type="radio"/> 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="radio"/> Yes <input type="radio"/> No	
SSI	<input type="radio"/> Yes <input type="radio"/> No	
SSDI	<input type="radio"/> Yes <input type="radio"/> No	
General Assistance	<input type="radio"/> Yes <input type="radio"/> No	

**FAMILY & FINANCIAL INFORMATION**

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.

Name (First & Last Name)	Relationship	Date of Birth	Source of Income	Amount (Last 26 weeks)
SELF	N/A			\$
<b>TOTAL LAST 26 WEEKS INCOME</b>				\$

**ACTIVITIES (Please Tell us why you are here today (Check all that apply))**

Job Search   
 Resume Preparation   
 Orientation   
 Workshop   
 Job Fair/Recruitment  
 Career Counseling   
 Education Information (GED, ESL, Remedial)   
 Training Information   
 Labor Market Information

**APPLICANT ASSURANCES & RIGHTS**

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. 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.

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

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

# **Attachment 2**



# 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 29CFR 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.
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- 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.

# **Attachment 3**



# WORKFORCE PARTNERSHIP OF GREATER RHODE ISLAND

## ON-THE-JOB TRAINING CONTRACT AND GENERAL PROVISIONS

**CONTRACT NO. W2018-500-07                      FUNDING SOURCE: Adult**

This Contract is entered into between Workforce Partnership of Greater Rhode Island, hereinafter called the Grantor, and [REDACTED], hereinafter called the Contractor.

a corporation     a Limited Liability Corporation     an individual employer     public/non-profit

The parties hereto agree that the Contractor shall employ [REDACTED] OJT Employee/Trainee, and perform and provide all of the on-the-job training services in accordance with the Program Information, Training Outline, General Provisions and Employer Application attached and made a part of this Contract. In consideration for the services to be provided by the Contractor for the period beginning **August 20, 2018** and ending **December 1, 2018**, the Contractor will receive a total fixed price not to exceed **\$3,770.00** and /or **520** hours; such amount to be paid pursuant to the General Provisions attached and made a part of this Contract. The Contractor certifies that:

- (1) **Post Training Employment:** Employer agrees that in good faith it intends to continue the employment of the trainee upon successful completion of this contract. Failure to do so without just cause may disallow the employer from engaging in future OJT contracts.
- (2) The OJT Employee/Trainee hired under this Contract does not possess the skills required for this position without the training agreed to be provided.
- (3) The OJT Employee/Trainee cannot begin work or training, paid or unpaid, prior to the start of this contract.

APPROVED FOR THE GRANTOR		APPROVED FOR THE CONTRACTOR	
Workforce Partnership of Greater Rhode Island		[REDACTED]	
<i>Name of Grantor</i>		<i>Name of Contractor</i>	
Nancy J. Olson	Executive Director	[REDACTED]	[REDACTED]
<i>Name</i>	<i>Title</i>	<i>Name</i>	<i>Title</i>
<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>

### PROGRAM INFORMATION

1. Contractor's Name: Contractor's Address: Telephone: Contact Person: Title:	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]		
2. Employer Federal IRS No: RI Employer ID No:	[REDACTED] [REDACTED]		
3. Number of individuals to be hired and trained under this Contract:	1		
4. Name, title, phone and signature of person (s) authorized to sign claims for reimbursement Under this Contract. (Not needed if this is same person who signed the Contract.)			
Name	Title	Phone	Signature
Same as above			
5. Contractor's NAICS Industry Code:	493110		
6. Contractor's Job Description of the Training Occupation: <i>See attached Training Outline</i>			
7. Brief Description of the Contractor's efforts to fill this position with skilled workers: <i>Listed position with www. employRI.org and attempted to recruit through netWORKri staff.</i>			
8. Is (are) the occupation (s) proposed for OJT subject to collective bargaining agreement? <div style="text-align: center;"> <input type="checkbox"/> YES      <input checked="" type="checkbox"/> NO                 </div> <p style="font-size: small;">If yes, indicate that there has been concurrence by the appropriate bargaining representative as to the OJT program and the rates of pay agreed upon. Identify the individual contracted:</p>			
Name	Title	Union Affiliation	
OJT Contract Specialist: S. Geoffrey		netWORKri Case Manager: Patrice Cavanaugh	
OJT Employee/Trainee: Sovannie M. Vith		Occupation: Warehouse Associate	
Training Hours:	520	Starting Wage Rate:	\$14.50
Reimbursement Rate:	50 %	Hourly Fixed Unit Cost:	\$7.25
OJT Cost:	\$3,770.00		

**WORKFORCE PARTNERSHIP OF GREATER RHODE ISLAND  
TRAINING OUTLINE: ON-THE-JOB-TRAINING PROGRAM**

**Company Name:** Danneker Industries, Inc.  
**Candidate Name:** Savannah Vith  
**Job Title:** Warehouse Associate

Weeks 1 – 13	Training Details	Hrs per week	Total
	<ul style="list-style-type: none"> <li>▪ <b>Receiving/Put-Away:</b> Will be trained to unload inbound shipments safely and move product to storage locations. Sort materials for purchase order and non-purchase order receipts and route to the designated location. Receives and unloads incoming materials and compares information on packing slip with purchase order to verify accuracy of shipment; may process return shipments from customers. Efficiently stack and store product in the appropriate areas. Physically putaway received products and update inventory management system using RF scanning equipment.</li> <li>▪ <b>Quality:</b> Will be trained to examine and verify incoming and outgoing material shipment contents and compare with records, such as manifests, invoices, or orders, to verify accuracy of shipment and inspect for damage. Complete visual inspection and shipping documentation. Report any quality issues or discrepancies to supervisors including damaged material and material shortages/overages. Inspects shipments for damages, defects and quantity discrepancies; records discrepancies or damages and notifies supervisor, purchasing personnel and/or others as required.</li> <li>▪ <b>Order Picking:</b> Will be trained to read customer orders, work orders, shipping orders or requisitions to determine items to be moved, gathered, distributed and/or shipped. Pull and assemble customer orders from stock and place orders on pallets or shelves, or relocate orders to a holding area or shipping department. Pull and prepare product for shipment, ensuring that the exact number and type of product is loaded and shipped. Perform picking duties in an efficient manner that meets customer service standards.</li> <li>▪ <b>Order Assembly/Kitting:</b> Will be trained to perform some kitting and/or assembly of components in accordance with customer specifications.</li> <li>▪ <b>Inventory Management:</b> Will be trained to perform all tasks in compliance with preservation and inventory control policies and procedures. Assist in physical inventories. Ensure proper stock rotation. Perform cycle counts, physical inventories as required. Keep appropriate records and reports to maintain tight inventory control and security procedures.</li> <li>▪ <b>Loading:</b> Will be trained to prepare and package material for pick-up or delivery (palletize, strapping, stretch-wrapping, etc.), seal, and label materials to prepare for shipping, ensuring all unique customer shipping requirements are met. Efficiently move product from staging and/or storage areas into trucks.</li> <li>▪ <b>Equipment:</b> Will be trained to load, unload, move, stack, and stage product and materials using a forklift or other power equipment. Use radio frequency (RF) equipment for picking, receiving, putaway, and load functions, as required. Maintain the facility's equipment and materials in a neat, clean, and orderly fashion. Operate all equipment in a safe and efficient manner following prescribed work methods.</li> <li>▪ <b>EHS &amp; Security:</b> Will be trained to maintain safe and clean work environment using 7s principles and by keeping workstations, aisles, storage locations and other warehouse areas neat and organized at all times. May be assigned facilities duties as needed (e.g. sweep, dust, mop, etc.). Assist in maintaining the security of the warehouse. Conduct operations in a manner that promotes safety. Comply with OSHA and MSDS Standards. Comply with health and safety standards for the warehouse and with all associated company, local, state, and federal guidelines. Wear the proper personal protective equipment (PPE) as required. Participate in company EHS program as required.</li> </ul>	33	429

	<ul style="list-style-type: none"> <li>▪ Will be trained to adhere to shipping and receiving policies and procedures, and maintain compliance with laws, regulations, and/or standards and complete appropriate documentation as required. Contributes to maintaining compliance to Quality Management System certifications and participates in projects and initiatives focused on driving Continual Improvement throughout the organization (i.e. Kaizen events).</li> <li>▪ Reading work instructions and standard operating procedures</li> <li>▪ Online training on Valuing Diversity in the workplace and ethics in the Workplace</li> <li>▪ Safety and Security policies &amp; procedures training</li> <li>▪ ESD, FOE and FOD training for static controlled environment</li> </ul>		
	<p><b>USE OF AND CERTIFICATION IN OPERATING MATERIAL HANDLING EQUIPMENT</b>  Will be properly trained and "certified" to routinely use standard material handling equipment such as forklift trucks, pallet jacks, ladders, portable stairs, RF Scanning guns used to for inventory and bar codes, box cutters, hand tools such as a hammer and hand saw and tape dispensers and infrequent use of standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines. This position requires the incumbent to be trained in and certified to operate warehouse material handling equipment, vehicles and tools</p>	4	52
	<p><b>SOFTWARE/HARDWARE</b>  Word Processing Software: <b>Microsoft Outlook (emails)</b>  Inventory Software: <b>Softeon WMS or Similar</b>  TimeForce Payroll Systems  Intelx Training Records and Courses Software  Paychex HR Online Systems  Quality Management System</p>	3	39
	<b>Total Hours</b>	<b>40</b>	<b>530</b>
Pay: \$14.50/ HR	<b>Total Cost = 40 hrs/wk @ \$14.50 hr = \$580.00/wk x 13 wks = \$7,540.00</b> <b>Total OJT Cost = 40 hrs/wk @ \$7.25 hr = \$290.00/wk x 13 wks = \$3,770.00</b>		

**NARRATIVE:**

The Warehouse (WH) Associate is responsible for performing routine and non-routine tasks involved in the receiving, shipping and movement of material within a warehouse or specialized environment (e.g. static controlled environment). Typical duties include loading and unloading freight, both manually and with equipment; checking for damaged goods; verifying accuracy of shipments against documented requirements; updating inventory management systems with shipment details; placing items into designated storage locations; inventory management including rotating inventory, re-packaging and performing cycle counts; picking and packing orders; kitting and order consolidation and; packaging and preparing material for shipment. The type, size, weight and quantity of material vary widely and the safe use of powered and non-powered material handling equipment in strict accordance with company policies and procedures is critical to prevent injury and damage to products.

Quality is the number one criteria for Banneker's operation and all actions must be accomplished in the most quality conscious manner while also operating in the most safe and efficient manner possible. The WH Associate must always be cognizant for damaged product, quantity discrepancies or any other noticeable deficiencies. The WH Associate will be able to perform a range of general warehousing tasks, but will primarily be assigned to one or two primary duties or customer accounts. Commitment to safety, quality, attention to detail, strong work ethic and a positive attitude are key components of this position.

The nature of this position is intricate and involves different aspects of diverse skill sets. This position requires that the individual become versed in all aspects of proper material handling of raw materials belong to government contractors and customers. The training outline provides a weekly estimate of the training that will take place based on reasonable expectations and management's familiarity with the industry. At the conclusion of the scheduled training period, the individual will have completed all aspects of the outline and will be capable of performing all aspects of warehouse, distribution, inventory management, package handling, inspection of incoming goods, access to and protection of classified information, kitting, order picking, loading and unloading trucks, customer service for customers with incoming calls.

**O'NET Job Description: 53-7062.00 – Laborers and Freight, Stock, and Material Movers, Hand**

## TASKS:

- Move freight, stock, or other materials to and from storage or production areas, loading docks, delivery vehicles, ships, or containers, by hand or using trucks, tractors, or other equipment.
- unload inbound shipments safely and move product to storage locations. Sort materials for purchase order and non-purchase order receipts and route to the designated location. Receives and unloads incoming materials and compares information on packing slip with purchase order to verify accuracy of shipment; may process return shipments from customers. Efficiently stack and store product in the appropriate areas. Physically putaway received products and update inventory management system using RF scanning equipment.
- Sort cargo before loading and unloading.
- Attach identifying tags to containers or mark them with identifying information.
- Read work orders or receive oral instructions to determine work assignments or material or equipment needs.
- Stack cargo in locations, such as transit sheds or in holds of ships as directed, using pallets or cargo boards.
- **Data base user interface and query software** — Data entry software
- **Desktop publishing software** — Microsoft Publisher
- **Enterprise resource planning ERP software**— SAP
- **Office suite software** — Microsoft Office
- **Spreadsheet software** — Microsoft Excel
- **Paychex HR Online**
- Intelx Training Software
- TimeForce Time & Attendance
  - **Static Strength** — The ability to exert maximum muscle force to lift, push, pull, or carry objects.
  - **Multilimb Coordination** — The ability to coordinate two or more limbs (for example, two arms, two legs, or one leg and one arm) while sitting, standing, or lying down. It does not involve performing the activities while the whole body is in motion.
  - **Trunk Strength** — The ability to use your abdominal and lower back muscles to support part of the body repeatedly or continuously over time without 'giving out' or fatiguing.
  - **Control Precision** — The ability to quickly and repeatedly adjust the controls of a machine or a vehicle to exact positions.
  - **Manual Dexterity** — The ability to quickly move your hand, your hand together with your arm, or your two hands to grasp, manipulate, or assemble objects.



BUILDING TOMORROW'S WORKFORCE TODAY

## On-the-Job Training Program Employer Application

### SECTION I: CONTRACTOR INFORMATION

Complete the following Employer Information.

EMPLOYER LEGAL BUSINESS NAME: <u>Banneker Industries, Inc.</u>		FEIN # <u>030161583</u>
FORMER NAME(S) UNDER WHICH EMPLOYER CONDUCTED BUSINESS:		
CONTACT PERSON: <u>J. Banerjee</u>		TITLE: <u>Talent Management Rep.</u>
EMPLOYER ADDRESS: <u>500 Great Rd., Suite 101</u>		
CITY: <u>North Smithfield</u>	STATE: RI	ZIP: <u>02896</u>
TELEPHONE: <u>(401) 234-0710</u>	EMAIL: <u>JBanerjee@banneker.com</u>	FAX: <u>(401) 334-0132</u>
TYPE OF ORGANIZATION:		
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LIMITED LIABILITY CORPORATION <input checked="" type="checkbox"/> CORPORATION		
<input checked="" type="checkbox"/> FOR PROFIT <input type="checkbox"/> NOT FOR PROFIT		

**The OJT trainee cannot begin working or training in any capacity, paid or unpaid, until an OJT agreement is finalized.**

1. How did you hear about the On-the-Job Training Program? DLT informational meetings
2. How long have you been in business in this area? 27 years
3. Is the business being sold or merging with another company? Yes  No
4. What is your chief product or service? warehousing/distribution/logistics
5. What is your NAICS Code? 493110  
Go to <http://www.census.gov/eos/www/naics/> to search for NAICS codes if you do not know.
6. How many full-time employees do you have? 55
7. Is your company involved in a current labor dispute? Yes  No
8. Does your company contribute to the Unemployment Insurance fund in RI? Yes  No
9. Are any employees being displaced or their hours reduced as a result of this proposal? Yes  No
10. Does the company presently have an employee in a layoff status who was employed in a position for which OJT training is proposed? Yes  No
11. Will this OJT program deny a present employee promotional opportunity? Yes  No
12. How many new hires do you anticipate making in the next two (2) years? 8
13. Are jobs expected to last a year or more in the normal course of business? Yes  No



## On-the-Job Training Program Employer Application

### SECTION II: OCCUPATIONAL ELIGIBILITY

1. Job Title(s) of position(s) to be filled (attach job descriptions if available) Warehouse Associate
2. Hourly rate(s) of position(s) \$ 14.50
3. Does the position(s) include benefits (including health benefits). If yes, please specify. yes-medical, dental, vision, 401k with a match, life & AD&A, LTD, EAP
4. Is the position(s) considered full time? Yes  No
5. How many hours per week is the trainee expected to work? 40
6. What are the expected shift times and days? 7:00 AM – 3:30 PM
7. Do any jobs pay based upon commissions, tips, piece work or incentives? Yes  No
8. Is the position seasonal or intermittent? Yes  No
9. Does the occupation include religious activity? Yes  No
10. Is the occupation one in which there is a current or projected demand? Yes  No
11. What licenses or entry qualifications do your workers need? forklift operator certification
12. What skills will new hires need to acquire to be fully productive? forklift certification, knowledge of warehouse management systems, order picking, kitting, cycle counting using RF scanning gun, packaging, loading and unloading trucks, moving pallets with material handling equipment, proper handling of packages in conjunction with gov't contract guidelines, quality management system & program
13. Reason for position vacancy New business/company growth
14. Please describe your company's efforts to date in filling this position. online posting with DLT (EmployRI), Indeed.com, job fairs, posting with several organization (minorities, women, veterans)
15. Do you have sufficient equipment, materials, supervisory time and expertise to provide the necessary training? Yes  No
16. Name of employee that will supervise/train the OJT employee: [REDACTED]  
[REDACTED]
  - Has this person trained other employees in this position? Yes  No
  - Has this person supervised others in the past? Yes  No



BUILDING TOMORROW'S WORKFORCE TODAY

# On-the-Job Training Program Employer Application

## SECTION III: ASSURANCES and COMPLIANCE ITEMS

1. Do you have a payroll system which records all pay checks and amounts? Yes  No
2. Can your company verify wage payments? Yes  No   
If no to either, how will wages be verified for OJT payment?
3. Please list Worker's Compensation carrier's name, your account#, and effective dates of policy.  
Seaton Mutual Insurance Policy # 00000791S7, 6/2/18-6/2/19  
Will OJT trainees be covered? Yes  No
4. Will OJT Trainee be considered an OJT "independent contractor"? Yes  No
5. Will OJT Trainee be employed by your firm during the entire training period? Yes  No
6. Are any of these jobs covered by a collective bargaining agreement? Yes  No   
If so, obtain and attach a "concurrence letter" from the union(s).
7. Are any employees currently on layoff or Workshare? Yes  No   
If so, please specify # of positions and titles, when layoff occurred and why.  
\_\_\_\_\_
8. Does your company have any outstanding civil, criminal or administrative fines owed to the State of RI? Yes  No
9. Have all required State of RI tax returns been filed, and is your company current with all State of RI tax obligations? (State of RI Employer Tax Unit Tel: 401-574-8710) Yes  No
10. Are there any outstanding wage and hour, health and safety or adverse decisions? Yes  No
11. Is your company Equal Opportunity, Affirmative Action and ADA compliant? Yes  No
12. Has your company relocated from another area in the U.S. and left any workers behind in the last 120 days? Yes  No
13. If your company has participated in the OJT program in the past, please indicate the number of early contract terminations and why.  
1 Number of OJT's  
1 Number of OJT employees retained  
100% retained.  
If the retention percentage is below 75%, what improvements are planned?

*I certify that I am an employee of the company, I am authorized to sign this OJT Employer Application, and the above information is true and correct to the best of my knowledge.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Print Name: John J. [Redacted]

Title: Client Management Rep

## GENERAL CONTRACT PROVISIONS

### 1. COMPLIANCE WITH LAWS

The Contractor agrees to comply with all applicable federal, state and local regulations, rules, laws, and policies. Such compliance shall include but not be limited to:

- (a) The Contractor shall comply with the requirements of the Workforce Innovation and Opportunity Act, as amended and with the regulations and policies promulgated therein, including any and all future revisions thereto;
- (b) The Contractor's buildings and surroundings pose no threat to the health, safety, or welfare of employees. Such buildings and surroundings, to the best knowledge of the Contractor, also meet the standards set forth in rules and regulations of the Occupational Safety and Health Administration;
- (c) The Contractor shall not enroll individuals under 18 years of age in any occupation which the U.S. Secretary of Labor has found to be particularly hazardous for persons between 16 and 18 years of age;
- (d) The Contractor shall comply with all applicable business, licensing, taxation, and insurance requirements.
- (e) The Contractor agrees to be bound by the drug-free workplace regulatory requirements that are specified in the Drug-Free Workplace Act of 1988, Public Law 100-690, Title V, Subtitle D; 41 U.S.C. Code 701 et seq.; 29 CFR Part 98, Federal Register 54 CFR 4946

### 2. EQUAL OPPORTUNITY AND NON-DISCRIMINATION

As a condition to the award of financial assistance under Title I of WIOA, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (a) The Workforce Innovation and Opportunity Act prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
- (b) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (d) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and,
- (e) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- (f) The Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIOA financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

### 3. OJT EMPLOYEE/TRAINEE INFORMATION

The Contractor agrees to furnish the OJT Employee/Trainee, upon commencement of training, with a copy of the training outline and training schedule and discuss mutual expectations.

### 4. NON-COMPETITIVENESS AGREEMENTS

The Contractor agrees that it shall not require the OJT Employee/Trainee to sign any non-competitive agreement that would limit his/her future employment in respect to any period of time and/or geographical limits.

### 5. COMPENSATION AND BENEFITS

The contractor agrees that compensation for the OJT Employee/Trainee will be at the same rates, including periodic increases, as trainees or employees who are similarly situated in occupations by the same employer and who have comparable training, experience and skills. The OJT Employee/Trainee shall also be provided with the same benefits, rights and working conditions afforded by the Contractor to other employees.

**6. INSURANCE**

The Contractor agrees that it shall procure and thereafter maintain worker's compensation, employer's liability, comprehensive general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury, liability and property damage) insurance with respect to the performance under this contract, and other such insurance as the Grantor may require with respect to the performance of this contract.

**7. DISPLACEMENT OF CURRENTLY EMPLOYED WORKERS**

The Contractor agrees that no currently employed worker shall be displaced by an OJT Employee/Trainee including a partial displacement such as a reduction in the hours, wages, or employment benefits. The Contractor also agrees that no OJT Employee/Trainee shall be placed into a position that is currently vacated by an employee who is on layoff or into a position in which the Contractor has terminated the employment of an individual with the intention of filling the position with an OJT Employee/Trainee. The Contractor further agrees that this contract does not infringe in any way upon the promotional opportunities of current employees.

**8. UNION AGREEMENTS**

The Contractor agrees that this contract shall not impair existing collective bargaining agreements. The Contractor also agrees that the OJT Employee/Trainee will not replace employees of the Contractors who are not employed because of a labor dispute. The Contractor further agrees to notify the Grantor if a labor dispute occurs during the term of this contract.

**9. MAINTENANCE OF EFFORT**

The Contractor agrees that it will continue all training efforts in existence prior to this contract and that it has not nor will not reduce the level of expenditure for training in any way as a result of this contract.

**10. TRANSFER/SUBCONTRACTING**

The Contractor shall not assign any services or training to be performed under this contract. Payments to be made under this contract will be made only to the Contractor who shall be held responsible for its terms and provisions.

**11. CONFLICT OF INTEREST**

The Contractor agrees that no officer, employee, or agent of the Contractor who exercises any function or responsibility in connection with this contract shall use his/her office or confidential information received through his/her employment or office to obtain financial gain other than that provided by law.

**12. USE OF FUNDS**

The Contractor agrees that no relative (wife, husband, son, daughter, mother, father, brother, sister, aunt, uncle, niece, nephew, cousin, in-law, step-parent, or step-child) shall be employed under this contract.

The Contractor agrees that funds provided under this contract shall not be used for lobbying activities as prohibited in 18 USC 1913.

The Contractor agrees that funds provided under this contract shall not be used to assist, promote, or deter union organizing.

The Contractor agrees that neither OJT Employee/Trainee, nor funds received under this contract, shall be used to conduct or support political activities.

The Contractor agrees that OJT Employee/Trainee is not permitted to work on the construction, operation, or maintenance of any facility that is used or to be used for sectarian instruction or as a place of religious worship.

The Contractor agrees that funds to be provided under this contract have not caused a loss of employment for any employee of the Contractor at a former location within the time period of 120 days prior to the date on which the Contractor commenced operations at a new location.

### 13. RECORDS RETENTION

The Contractor agrees to maintain and preserve all financial, OJT Employee/Trainee attendance, progress, and all payment records relating to this contract and agrees that the Secretary of Labor, the Comptroller General of the United States, the Office for Civil Rights, the Governor of the State of Rhode Island, or any of their duly authorized representatives, including the Grantor, shall have access to and the right to examine and copy any books, accounts, records, correspondence, or other pertinent documents of the Contractor involving transactions related to this contract. The Contractor agrees to retain and preserve all records for five (5) years beyond the final audit or such longer period of time as may be required by law or regulation.

### 14. MONITORING

The Grantor, or its authorized representative, may at all times have access to and the right to inspect the physical location(s) where participant activities are conducted and review participant records under this contract when necessary to assure the progress and quality of programs and to determine compliance with the contract terms.

### 15. CHANGES/MODIFICATIONS

The Grantor may at any time, by written order, make changes within the general scope of this contract. If any such change or modification causes an increase in the cost of, or time required for performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or training completion date(s), or both, and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided, however, that the Grantor if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed or modified.

The Contractor understands and agrees that the Grantor may amend this contract to conform to changes in any federal or state statute, regulation or policy which is applicable to the program funded by this contract or any modification hereto.

### 16. TERMINATION OF OJT EMPLOYEE/TRAINEE

The Contractor agrees that the OJT Employee/Trainee shall not be terminated without prior notice and reasonable opportunity for correction or improvement of performance is given. The contractor also agrees that it will immediately notify the Grantor if the OJT Employee/Trainee has an attendance and/or disciplinary problem or has demonstrated an inability to perform in accordance with the training outline contained in this contract.

The Contractor understands that termination of the OJT Employee/Trainee is subject to the grievance procedures of the Grantor.

### 17. TERMINATION OF CONTRACT

- (a) Termination for cause: If the Contractor fails to perform or act in compliance with applicable laws and regulations under this contract, or fails to perform its obligations under this contract, or fails to make sufficient progress so as to endanger performance, the Grantor may terminate the contract in whole or in part by giving twenty (20) days written notice of termination to the Contractor of said termination, specifying the reason(s) thereof;
- (b) Termination for convenience: The Grantor may terminate the contract, in whole or in part, when it is in the best interest of the Grantor. In such event, the Grantor may terminate this contract by giving twenty (20) days written notice of termination.
- (c) Termination for reduction of funding: In the event that WIOA funds, authorized for expenditure by the Grantor, are reduced by the U.S. Department of Labor or the State of Rhode Island, the Grantor reserves the right to suspend or terminate this Contract.
- (d) This contract will be terminated immediately in the event of fraud or program abuse.

### 18. DISPUTES

The Contractor agrees that unless otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Grantor, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of

the Grantor shall be final and conclusive unless within thirty (30) calendar days from the date of the Grantor's decision, the Contractor mails or otherwise furnishes to the State of Rhode Island a written appeal. The decision of the State for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Grantor's or State's decision.

**19. GRIEVANCE PROCEDURE**

The Contractor agrees to provide the OJT Employee/Trainee the right of access to the Contractor's grievance process and if covered by collective bargaining, the applicable grievance process contained herewith. The Contractor also agrees the OJT Employee/Trainee has the right after being processed through the Contractor's grievance process to appeal its ruling to the Grantor and ultimately, the State of Rhode Island. The Contractor further agrees that no penalties shall be assessed the OJT Employee/Trainee based upon the fact that said individual filed a grievance.

**20. PAYMENTS**

- (a) The Contractor shall be paid upon the submission of properly prepared invoices submitted monthly with required supporting documentation, the prices, and the time(s) stipulated herein, for services rendered and accepted. Payment will be due the Contractor only for such services as shall have been furnished and completed to the satisfaction and approval of the Grantor
- (b) The Contractor shall be paid an hourly fixed-unit cost based on the contracted reimbursement rate, as specified in this contract up to the maximum training hours allowed in this contract. Overtime hours are not eligible for reimbursement. In addition, reimbursement shall not be claimed for time in which the OJT Employee/Trainee is/are absent from training. This includes authorized paid absences such as holidays, sick days, or vacation days. In no event, shall payment exceed the contract amount.
- (c) There shall be a 90 day closeout period. A final invoice must be submitted within 90 days of the contract end date.
- (d) All funds obligated, which are unencumbered at the end of the contract, shall automatically be deobligated, unless at the discretion of the Grantor, the contract is modified to extend the service period.

**21. PROGRAM AND FISCAL DOCUMENTATION**

Documentation for all program activity expenditures and receipts must be sufficient to establish a clear audit trail from the books of account to source documents, e.g., payroll charges supported by time and attendance records. This clear audit trail also applies to program matching charges, when such match is included in the contract.

**22. INDEMNIFICATION**

The Contractor agrees to indemnify, defend and hold harmless the State of Rhode Island and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the State on account of any claim therefore, except where such indemnification is prohibited by law.

**23. RELEASE**

The Contractor agrees upon final payment of amounts due under this contract, less any credits, refunds, or rebates due the Grantor, to release and discharge the Grantor from any liabilities, obligations, and claims associated with this contract.

# **Attachment 4**

## 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>	

# **Attachment 5**

## **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 7, 2019

### **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**

Matthew Weldon, Assistant Director/State-level EO Officer, is the department's Language Access Coordinator (LAC). Mr. Weldon 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.

# **Attachment 6**



State of Rhode Island and Providence Plantations

State House  
Providence, Rhode Island 02903-1196  
401-222-2080

Gina M. Raimondo  
Governor

June 8, 2017

Scott R. Jensen  
Director  
Rhode Island Department of Labor and Training  
1511 Pontiac Avenue  
Cranston, RI 02920

Dear Director Jensen:

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 "Gina M. Raimondo". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Gina M. Raimondo  
Governor

# **Attachment 7**



RHODE ISLAND AND PROVIDENCE PLANTATIONS

**Department of Labor and Training**

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

Telephone: (401) 462-8000  
TTY: Via RI Relay 711

Gina M. Raimondo  
Governor  
Scott R. Jensen  
Director

February 22, 2019

Matthew Weldon  
Assistant Director for Administrative Services  
Department of Labor and Training  
1511 Pontiac Avenue  
Cranston, Rhode Island 02920

Dear Assistant 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. 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 her designee and appoint a State-level EO Officer. Accordingly, I hereby appoint you to serve as the State-level EO Officer for Rhode Island and you will continue to serve in your role as the EO Officer for the Department.

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,



Scott R. Jensen  
Director

# **Attachment 8**

**CLASS TITLE: ASSISTANT DIRECTOR FOR ADMINISTRATIVE SERVICES**

**Class Code: 02507100**

**Pay Grade: 43**

**EO: A**

**CLASS DEFINITION:**

**GENERAL STATEMENT OF DUTIES:** To responsible for the development and implementation of a comprehensive administrative services program; to ensure the effective and efficient achievement of departmental policies, goals and objectives; to ensure that resources are utilized in conformance with state and federal laws, rules and regulations; to serve as a liaison with various state and federal departments, local municipalities and groups on matters pertaining to the department's programs; to be responsible for special project development; and to do related work as required.

**SUPERVISION RECEIVED:** Works under the administrative direction of one or more department directors with wide latitude for the exercise of initiative and independent judgment in developing and executing agency programs and services; work is reviewed through written reports and conferences for proficiency and conformance to departmental policies, rules, regulations, provisions of law and professional standards.

**SUPERVISION EXERCISED:** Plans, coordinates, supervises and reviews, professional, technical and other staff engaged in program activities.

**ILLUSTRATIVE EXAMPLES OF WORK PERFORMED:**

To serve in a highly responsible capacity to a director or directors by relieving him/her of certain administrative tasks; to represent a director or directors in contacts with state and federal governmental agencies, local municipalities and groups on matters pertaining to the department's programs; to be responsible for special project development.

To perform responsible administrative and supervisory work assisting a director or directors in planning, coordinating, implementing and controlling a department's various administrative support programs.

To be responsible for developing and maintaining a continuous coordinated effort and liaison with and between the various divisions of the department, other state agencies, the General Assembly, congressional offices and concerned private sector enterprises.

To provide information of a professional nature to state officials, the public media or interested parties in accordance with the established policies of a director or directors;

To be responsible for assisting in the overall administration of the planning, development and implementation of operational functions; or to have the assigned responsibility for assisting in the overall administration of a program of substantially comparable complexity.

To attend meetings and conferences involving federal, state and local officials, professionals and the public; as required, to represent a department or departments at such meetings or conferences.

To apply innovative and emerging methods, technologies and management practices to the operation of the organization and/or programs.

To direct analyses of programs, services, resources and costs and benefits to increase the efficiency and effectiveness of programs.

To be responsible for the development of short and long-term goals and objectives, management plans and operating plans and to oversee their implementation and evaluation.

To assure the programs and services of the division/divisions conform with federal and state laws and other regulations and requirements, and within the overall mission and goals of the department.

To periodically consult or confer with organized labor, civic groups and intra and interagency representatives to assess and recommend changes in programs, services, goals and objectives, as required.

To administer, coordinate and direct the work of a staff engaged in a comprehensive program designed to assure external civil rights compliance in all aspects of a department's federal programs.

To provide effective and informative reports; to prepare communications and communicate regularly with departmental and program staff, and with others as required.

To do related work as required.

## **REQUIRED QUALIFICATIONS FOR APPOINTMENT:**

**KNOWLEDGES, SKILLS AND CAPACITIES:** A thorough knowledge of the principles, practices and techniques of public administration; a thorough knowledge of operations of the program or service area and the ability to utilize this knowledge in promoting effective and efficient programs and services; a working knowledge of the methods and techniques of administering and enforcing regulatory statutes; a working knowledge of the principles, practices and techniques of civil rights programs and the ability to apply this knowledge to the problems of realizing equal opportunity in a state department's federal programs, a working knowledge of federal and state laws as they relate to equal opportunity; extensive skills in writing and public speaking; the ability to establish and maintain effective working relationships with superiors, subordinates, associates, government officials, and the public; the ability to coordinate the activities of a staff engaged in providing various administrative support services; and related capacities and abilities.

## **EDUCATION AND EXPERIENCE:**

**Education:** Such as may have been gained through: possession of a Bachelor's Degree in public administration, business administration, or a closely related field; and

**Experience:** Such as may have been gained through: extensive employment in a highly responsible administrative position involving various administrative support services.

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

Class Created: July 26, 2015

# **Attachment 9**

**CLASS TITLE: CHIEF PROGRAM DEVELOPMENT**

**Class Code: 02708500**

**Pay Grade: 34A**

**EO: A**

**CLASS DEFINITION:**

**GENERAL STATEMENT OF DUTIES:** Within a state department, to be responsible for the total planning, program development and research for the various programs of the department, for the purpose of coordinating the programs within the department and with other departments and agencies, improving present programs and creating new programs to provide better services to the people of the state in the most effective and efficient manner possible; and to do related work as required.

**SUPERVISION RECEIVED:** Works under the administrative direction of the director with wide latitude for the exercise of independent judgement; work is reviewed through consultation and review of submitted reports for conformance to laws, rules, regulations and departmental policies.

**SUPERVISION EXERCISED:** As required, may supervise and review the work of a professional and clerical staff assigned to assist.

**ILLUSTRATIVE EXAMPLES OF WORK PERFORMED:**

Within a state department, to be responsible for the total planning, program development and research for the various programs of the department for the purpose of coordinating the programs within the department and with other departments and agencies, improving present programs and creating new programs to provide better services to the people of the state in the most effective and efficient manner possible.

To be responsible for the development of programs with regard to the identification of the population to be served, needs and priorities, resources available, planning and implementation of the program and evaluation.

To act as a liaison between the director and his division heads in coordinating all planning and programs, and to assist in developing their ideas for new programs or to suggest possible programs to them.

To coordinate current and proposed programs with other state departments when a program requires the cooperation of these departments.

To act as a liaison for the department with local governments and community groups in order to coordinate programs, gain their assistance or assist them in initiating, developing and implementing projects.

To be responsible for evaluation of existing programs and to develop plans for their expansion, modification or elimination in view of changing needs, the availability of state and/or federal funds and recent advances in ideas and methods.

To be responsible for following national and state legislation and interpreting their provisions with regard to their effect on the financing of departmental programs and on the development of new programs within the department.

To participate in the preparation of requests for federal grants.

To draft reports and review material for the director with regard to program development.

To do related work as required.

**REQUIRED QUALIFICATIONS FOR APPOINTMENT:**

**KNOWLEDGES, SKILLS AND CAPACITIES:** A thorough knowledge of the principles, practices and techniques of program planning and development as it relates to the implementation of a variety of

departmental programs and in terms of statewide and community needs and the ability to establish standards, policies, and administrative controls for such programs; a working knowledge of federal, state and community resources and legislation and their interrelationships, and the ability to apply such knowledge in the identification of the population to be served, needs and priorities, resources available, planning and implementation of the programs, and evaluation; the ability to act as a liaison between the director and his division heads in coordinating all planning and programs and for the department with local governments and community groups in order to coordinate programs, gain their assistance or assist them in initiating, developing and implementing projects; the ability to coordinate current and proposed programs with other state departments where their cooperation is necessary; the ability to evaluate existing programs and to develop plans for their expansion, modification, or elimination; the ability to establish and maintain effective working relationships with department officials, professional people, voluntary agencies, community representatives, other state and local agencies and the public; and related capacities and abilities.

**EDUCATION AND EXPERIENCE:**

Education: Such as may have been gained through: possession of a Master's Degree in Public Administration, Business Administration, one of the Social Sciences, or a closely related field; and

Experience: Such as may have been gained through: employment in a responsible capacity involving program development in a field of human service.

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

Class Created: September 2, 1973

Editorial Review: 3-15-2003

# **Attachment 10**



RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

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

Telephone: (401) 462-8000  
TTY: Via RI Relay 711

Gina M. Raimondo  
Governor  
Scott R. Jensen  
Director

May 7, 2019

Ms. Naomi Barry-Pérez, Director  
Civil Rights Center, U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Room N-4123  
Washington, DC 20210

Dear Director Barry-Pérez:

As the Rhode Island Department of Labor and Training's lead on equal opportunity issues, I have engaged with the National Association of State Workforce Agencies (NASWA) Equal Opportunity committee in an effort to stay current with EO requirements, trends and best practices.

In March 2019, I was appointed vice chair of the committee and very much enjoy the leadership role I play in this regard.

I have attended numerous training conferences and committee meetings since becoming involved with the committee several years ago. This includes, but is not limited to:

- December 4-8, 2017 USDOL CRC State-level EO Conference in Washington, DC
- March 29-30, 2018 NASWA EO Committee Meeting in Savannah, GA
- July 24-25, 2018 NASWA EO Committee Meeting in Minneapolis, MN
- September 18-19, 2018 NASWA EO Committee Meeting in Birmingham, AL
- March 7-8, 2019 NASWA EO Committee Meeting in National Harbor, MD

This list, while not exhaustive, represents some of the trainings I have attended on EO matters.

Regards,

Matthew D. Weldon  
Assistant Director/State-level EO Officer

# **Attachment 11**

## **WORKFORCE INNOVATION AND OPPORTUNITY ACT EQUAL OPPORTUNITY IS THE LAW**

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

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, 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.

*nefWORKri* is an equal opportunity employer/program; auxiliary aids and services available upon request.

## **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 N4123, 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, Oficial EO  
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.

# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

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## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



# RI Department of Labor and Training



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## Equal Opportunity is the Law (Spanish)

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

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title 1 of the Workforce Investment Act of 1998 (WIA), 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 a WIA Title 1 financially assisted program or activity.

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

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

### **What to do if you believe you have experienced discrimination...**

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

The recipient's Equal Opportunity Officer, Department of Labor and Training;

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

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

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with 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 CCRC 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.

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**Poster | Supplement | Brochure | Affirmative Action Plan | Methods of Administration | Limited English Proficiency Plan | Language Access Policy**

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An Official Rhode Island State website.

DLT is an equal opportunity employer/program - auxiliary aids and services available upon request. TTY via RI Relay: 711

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# La Igualdad de Oportunidades en el Empleo es

# LA LEY

## Empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales

Los solicitantes de empleo y los empleados de la mayoría de los empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales están protegidos conforme a la ley federal contra la discriminación por cualquiera de los siguientes motivos:

### **RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL**

El Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, protege a los solicitantes de empleo y a los empleados contra la discriminación en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo, debido a la raza, color, religión, sexo (incluido el embarazo) u origen nacional. La discriminación religiosa incluye el no realizar los arreglos razonables para las prácticas religiosas de un empleado, cuando tales arreglos no impongan una dificultad indebida.

### **DISCAPACIDAD**

El Título I y el Título V de la Ley de Estadounidenses con Discapacidades de 1990, y sus enmiendas, protegen a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida.

### **EDAD**

La Ley Contra la Discriminación por Edad en el Empleo de 1967, y sus enmiendas, protege a los solicitantes de empleo y a los empleados que tengan 40 años de edad o más contra la discriminación por la edad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo.

### **SEXO (SALARIOS)**

Adicionalmente a la prohibición de la discriminación por sexo estipulada en el Título VII de la Ley de Derechos Civiles, y sus enmiendas, la Ley de Igualdad Salarial de 1963, y sus enmiendas, prohíbe la discriminación por sexo en el pago de salarios a los hombres y mujeres que realicen un trabajo sustancialmente similar, en empleos que requieran iguales destrezas, esfuerzos y responsabilidades, bajo condiciones laborales similares, en el mismo establecimiento.

### **GENÉTICA**

El Título II de la Ley contra la Discriminación por Información Genética de 2008 (GINA) protege a los solicitantes de empleo y a los empleados contra la discriminación con basada en información genética, en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. GINA también restringe la adquisición de la información genética por parte de los empleadores y limita estrictamente la divulgación de la información genética. La información genética incluye la información sobre las pruebas genéticas de los solicitantes de empleo, los empleados o sus familiares; la manifestación de enfermedades o desordenes en los familiares (historial médico familiar); y las solicitudes o recibo de servicios genéticos por los solicitantes de empleo, los empleados o sus familiares.

### **REPRESALIA**

Todas estas leyes federales prohíben a las entidades cubiertas tomar represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de discriminación o se oponga a una práctica laboral ilegal.

### **QUÉ DEBE HACER SI CONSIDERA QUE HA OCURRIDO UNA DISCRIMINACIÓN**

Hay límites estrictos de tiempo para presentar cargos de discriminación en el empleo. Para conservar la capacidad del EEOC de actuar en su nombre y para proteger su derecho de presentar una demanda privada, en caso de que en última instancia lo necesite, usted debe comunicarse con el EEOC de manera oportuna cuando sospeche de la discriminación:

La Comisión para la Igualdad de Oportunidades en el Empleo de los EE.UU. (EEOC), 1-800-669-4000 (número gratuito) o 1-800-669-6820 (número TTY gratuito para las personas con dificultades auditivas). La información de las oficinas de campo del EEOC está disponible en [www.eeoc.gov](http://www.eeoc.gov) o en la mayoría de los directorios telefónicos en la sección de Gobierno de los EE.UU. o Gobierno Federal. Puede encontrar información adicional sobre el EEOC, incluida la información sobre la presentación de cargos, en [www.eeoc.gov](http://www.eeoc.gov).

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## Empleadores que tengan contratos o subcontratos federales

Los solicitantes de empleo y los empleados de compañías con un contrato o subcontrato gubernamental federal están protegidos conforme a las leyes federales contra la discriminación por los siguientes motivos:

### **RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL**

La Orden Ejecutiva 11246, y sus enmiendas, prohíbe la discriminación en el trabajo por motivo de raza, color, religión, sexo u origen nacional, y exige la aplicación de acción afirmativa para garantizar la igualdad en las oportunidades en todos los aspectos del empleo.

### **INDIVIDUOS CON DISCAPACIDADES**

La Sección 503 de la Ley de Rehabilitación de 1973, y sus enmiendas, protege a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida. La Sección 503 también exige que los contratistas federales tomen las acciones afirmativas para emplear y ascender en el empleo a individuos calificados con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

### **VETERANOS CON MEDALLAS DEL SERVICIO DE LAS FUERZAS ARMADAS Y VETERANOS DISCAPACITADOS, SEPARADOS RECIENTEMENTE Y DE OTRO ESTATUS PROTEGIDO**

La Ley de Asistencia a la Readaptación de los Veteranos de Vietnam de 1974, y sus enmiendas, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige la acción afirmativa para emplear y ascender en el empleo a veteranos discapacitados, veteranos separados

del servicio recientemente (dentro de los tres años dados de baja del servicio activo), otros veteranos protegidos (quienes hayan prestado el servicio militar en una guerra o en una campaña o expedición para la cual se haya autorizado una insignia de campaña), y los veteranos con medallas del Servicio de las Fuerzas Armadas (veteranos quienes, mientras se encontraban en el servicio activo, participaron en una operación militar de EE.UU. para la cual se les otorgó una medalla del Servicio de las Fuerzas Armadas).

### **REPRESALIA**

Se prohíben las represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), o quien se oponga a la discriminación de conformidad con estas leyes federales.

Toda persona quien considere que un contratista ha incumplido sus obligaciones antidiscriminatorias o de acción afirmativa conforme a las autoridades antes indicadas, debe contactar de inmediato a:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (número gratuito) o (202) 693-1337 (número TTY). También puede contactar a la OFCCP por el correo electrónico [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), o llamando a una oficina distrital o regional de la OFCCP, la cual puede encontrar en la mayoría de los directorios telefónicos en la sección U.S. Government (Gobierno de los EE.UU.), Department of Labor (Departamento del Trabajo).

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## Programas o actividades que reciban asistencia financiera federal

### **RAZA, COLOR, ORIGEN NACIONAL, SEXO**

Adicionalmente a las protecciones del Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, el Título VI de la Ley de Derechos Civiles de 1964, y sus enmiendas, prohíbe la discriminación por raza, color u origen nacional en los programas o actividades que reciban asistencia financiera federal. La discriminación en el empleo está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión del empleo, o donde la discriminación laboral cause o pueda causar una discriminación en la provisión de los servicios conforme a tales programas. El Título IX de las Enmiendas en la Educación de 1972 prohíbe la discriminación en el empleo por motivo del sexo en las actividades o programas educativos que reciban asistencia financiera federal.

### **INDIVIDUOS CON DISCAPACIDADES**

La Sección 504 de la Ley de Rehabilitación de 1973, y sus enmiendas, prohíbe la discriminación en el empleo por una discapacidad, en cualquier programa o actividad que reciba asistencia financiera federal. Se prohíbe la discriminación en todos los aspectos del empleo contra las personas con discapacidades quienes, con o sin arreglos razonables, puedan realizar las funciones esenciales del trabajo.

Si usted considera que ha sido discriminado en un programa de alguna institución que reciba asistencia financiera federal, debe contactar inmediatamente a la agencia federal que proporciona dicha asistencia.



# RI Department of Labor and Training



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[Workers' Comp](#)

[Labor Market Info](#)

## **Es Contra la ley que el Recipiente Quien Recibe Asistencia Federal Discrimine por las Sigüientes Razones (English)**

**En contra de cualquier individuo en los Estados Unidos por, raza, color, religión, sexo, origen nacional, edad, incapacidad, afiliación política o credo; y**

En contra de cualquier beneficiario de programas financiados bajo El Título I de "Workforce Investment Act" del 1998 (WIA), por razón del status de ciudadanía del beneficiario como un inmigrante legalmente autorizado para trabajar en los Estados Unidos, o que participe en cualquier programa o actividad financiada por WIA Título I.

**El Recipiente, No Discriminara En Ninguna De Las Sigüientes Áreas:**

Decidiendo quien será admitido o tendrá acceso a cualquiera de los programas o actividades financiada bajo WIA, Título I; Proveyendo oportunidades o tratando a cualquier persona con relación a, algún programa o actividad; o haciendo decisiones de empleo en la administración de o en conexión con semejante programa o actividad.

### **Que Hacer Si Usted Cree Han Discriminado en su Contra...**

Si usted cree que ha sido discriminado bajo cualquier programa o actividad financiada bajo WIA, Título I, usted puede presentar una queja dentro de los primeros 180 días de la fecha cuando la alegada violación ocurrió, con:

El Oficial de Oportunidad de Igualdad (the Equal Opportunity Officer) del recipiente, Department of Labor and Training; o The Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

Si presenta su queja con el recipiente, tendrá que esperar hasta que el recipiente emita una Notificación de Acción Final por escrito, o hasta que pasen 90 días (lo primero que suceda), antes de presentar la queja al Centro de Derechos Civiles (Civil Rights Center) (CRC) (vea la dirección arriba).

Si el recipiente no le provee una Notificación de Acción Final por escrito dentro de 90 días de la fecha cuando usted presentó su queja, usted no tiene que esperar que el recipiente emita la notificación antes de presentar su queja al CRC. Sin embargo, usted deberá presentar su queja con el CRC dentro de 30 días del 90 día límite. (En otras palabras, 120 días después del día de haber presentado su queja con el recipiente). Si el recipiente le provee una Notificación de Acción Final por escrito respondiendo a su queja, pero usted no está satisfecho/a con la decisión o resolución, usted puede presentar su queja con CRC. Usted tiene que presentar su queja a CRC, dentro de 30 días de la fecha en que usted recibió Notificación de la Acción Final.

**PARA MAS INFORMACION O PARA REGISTRAR UNA QUEJA, COMUNIQUESE CON:**

**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 asegura Igualdad y Oportunidad de empleo y proveen servicios de empleo y entrenamiento. Si lo requiere, diferentes servicios (ayudantes auxiliares) están disponible para personas con incapacidades.

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**Poster | Suplimento | Brochure | Affirmative Action Plan | Methods of Administration | Limited English Proficiency Plan | Language Access Policy**

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**Labor Market Info | Temporary Disability/Caregiver | Unemployment | Workers' Comp | Workforce Development | Workforce Regulation Safety**

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An Official Rhode  
Island State website.

DLT is an equal opportunity employer/program - auxiliary aids and services available upon request. TTY via RI Relay: 711

Select Language ▼  
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5/2/19 MDF

# **Attachment 12**



# RI Department of Labor and Training



## No seas parte de fraude de seguros de desempleo.

¿Qué es el seguro de desempleo (UI)?

¿Fraude? Incluye:

- Pudiendo informar sus ganancias brutos cuando usted solicita su pagos semanales. Salario bruto total incluye, pero no son limitarse a ello, la Comisión, bono, estipendios, vacaciones, consejos y pagar horas extras. Nota: Pago de Comisión y bono deberá indicarse en la semana que usted recibe el pago, sin importar si usted está todavía empleado.
- Bajo informe tus ingresos brutos mientras trabajaba a tiempo parcial.
- Fallando en reportar que están trabajando a tiempo completo o a tiempo parcial, incluso si no le pagan por su trabajo.
- Fallando en reportar el ingreso de empleo por cuenta propia.
- Fallando en reportar que usted ha negado una oferta de trabajo.
- Fallando en reportar que estás de vacaciones o fuera del area por algún motivo e incapaz de buscar trabajo.
- Fallando de informar que usted es incapaz de trabajar debido a enfermedad o lesión.
- Solicitando pagos de UI en reclamo de otra persona.
- Retención de información o proporcionar información falsa a la interfaz de usuario. Por ejemplo: indicando que lo despidieron por falta de trabajo cuando, en realidad, fueron descargadas o voluntariamente dejó su trabajo.

**Seguro de desempleo**

**Fraude puede resultar en:**

- > Persecución criminal
- > Pago de beneficios, además de multas e intereses
- > Confiscación de bienes del estado y reembolsos de impuestos federales
- > Confiscación de premios de la lotería
- > Embargo de su salario

**Para denunciar un fraude:**

Si usted o alguien que usted conoce está reclamando beneficios de UI de desempleo fraudulentamente, por favor póngase en contacto con el Departamento de trabajo y entrenamiento de RI y la Unidad de fraude de UI:

**Teléfono :**  
**(401) 462-1522**

**Email:**  
**ui-tdi-fraud@dlt.ri.gov**



**IMPORTANTE:** Usted puede tener estos documentos traducidos o interpretados, sin costo alguno para usted, comunicándose con el Centro de Servicio de Seguro de Desempleo en el 401-243-9100 y seleccionando una de las siguientes opciones de idioma: Español, Portugués, o Hmong. Si necesita ayuda en un idioma que no está en la lista, por favor póngase en contacto 401-243-9100 y un representante le ayudará.



**RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING**

Administrative Offices: 1511 Pontiac Avenue, Cranston, RI 02920 • [www.dlt.ri.gov](http://www.dlt.ri.gov) • TTY via RI Relay 711

Empleador de igualdad de oportunidades • ayudas auxiliares y servicios están disponibles por una petición de las personas con discapacidad.

UNA MEJOR MANERA  
DE CERTIFICAR POR  
TELESERVICIO

# No Pierda Mas Tiempo – Certifique en Línea!



- Teleservicio en línea es **rápido** y está disponible 24/7!



- Únase a las miles de personas que están usando nuestra página web para certificar para sus pagos semanales!



- No se preocupe!** Cheque su cuenta de pagos en línea y verifique que su certificación ha sido processada.



- Accese el sitio de internet por computadora o **teléfono celular** a cualquier hora.

Comience! Visite: [teleserve.dlt.ri.gov](http://teleserve.dlt.ri.gov)

## Tips para Completar el Proceso Excitosamente



**Recuerde certificar a través de Teleservicio CADA SEMANA** aún cuando su reclamo esta pendiente ó su reclamo ha sido negado y esta apelando.

**Plan para cuando contactar Teleservicio: ¿Que dia es major para usted?**



Dom  Lun  Mar  Mié  Jue  Vie  Sáb

Hora: \_\_\_\_\_ Localidad: \_\_\_\_\_

Contacte a través:  Teléfono Celular  Computadora  \* Una Llamada

*\*Si va a llamar al Sistema de Teleservicio, recuerde checar las horas disponibles.  
El sitio de internet esta disponible todo el tiempo.*

Ver Reverso

# Preguntas Frecuentes

## ***Porqué no recibí pago en la primera semana de estar con Seguro de Desempleo?***

Debe servir 7 días sin pago como su semana de espera al comienzo de cualquier nuevo reclamo. Estos primeros 7 días son de Sábado a Domingo en los cuales sus ganancias son menos que su beneficio.

## ***Porqué recibí un formulario de pago?***

El Teleservicio únicamente emitirá pagos para la semana anterior. Si le deben pagos para otras semanas, tendrá que completar y retornar el "Formulario de Pagos". Este formulario no reemplaza la función de utilizar el Teleservicio.

## ***Que pasa si se me olvida utilizar el Teleservicio el Domingo?***

El sistema del Teleservicio está disponible de Domingo a Sábado y puede utilizar el Teleservicio cualquier día de la semana.

## ***Porqué la cantidad pagada de mi beneficio es menor que la cantidad indicada en mi carta de decisión de Beneficios?***

La cantidad monetaria de beneficios será menor si usted indica que le retiren impuestos, esta trabajando medio-tiempo ó tiene algun otro tipo de deducción de ingresos en su beneficio tales como subsidio de dependencia.

## ***Cuanto tiempo debo esperar antes de recibir pagos?***

Los pagos son transferidos a su cuenta de banco por medio de depósito directo ó através de una Tarjeta Electrónica (EPC) en 48 horas áviles después de certificar para su pago. Si hay algún día feriado durante la semana que está solicitando pago, su pago sera retrasado por un tiempo adicional de 24 horas áviles.

## ***Como puedo reportar mis ingresos de medio-tiempo?***

Cada vez que utiliza el Teleservicio, usted debe reportar el salario bruto que ingresó en la semana anterior de Domingo a Sábado. La cantidad total de salario bruto puede incluir, pero no está limitado a, bonos por comisión, estipéndio, pagos por vacación, *tips* ó pagos por horas extras. No necesita tener su cheque á la mano para reportar su salario bruto. Para determinar la cantidad de salario bruto ganado en la semana anterior, multiplique la tarifa que gana por hora por el numero total de horas trabajadas en la semana. Si usted recibe bonos por commisión ó algun otro tipo de bono durante la semana anterior, anade esta cantida en su calculación.

## ***Porqué hay instancias en la que el Teleservicio me indica actualizar mi status ó requiere re-abrir mi reclamo?***

Si usted ingresa \$0 de salario bruto durante la semana, es considerado "totalmente desempleado." Si trabaja medio-tiempo é ingresa salario de medio-tiempo durante la semana, es considerado "desempleado de medio tiempo." Si en alguna instancia su status cambia de desempleado de medio-tiempo á totalmente desempleado y no cambia su status denuevo a desempleado de medio-tiempo en un periodo de tres semanas, el Teleservicio le indicará contactar a un representante para re-abrir su reclamo.

## ***Que hago si se me olvida mi Número de Identifacación Personal (PIN) ó deseo cambira mi PIN?***

Por razones de seguridad, no podemos establecer un nuevo número de PIN. Tendrá que llamar al Teleservicio durante las horas de operación y escoger un número de PIN que únicamente usted sepa. Puede establecer ó cambiar su PIN accesando la pagina <https://teleserve.dlt.ri.gov/PCSelectPIN.aspx>

## ***Cuáles son los horarios de operación del centro de llamadas?***

La horas de operación son Lunes, Martes y Jueves de 8:00 a.m. a 3:00 p.m., Viernes de 9:00 a.m. a 3:00 p.m. y Miércoles: Cerrado.

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***IMPORTANTE:*** Puede tener estos documentos traducidos ó interpretatos sin costo alguno contactando el Centro de Servicio del Seguro de Desempleo ál 401-243-9100 seleccionando uno de las siguientes opciones de lenguaje : Espanol, Portugués ó Hmong. Si necesita assitencia en algún otro language, por favor contacte 401-243-9100 y un representate le atenderá.



# Los Derechos y Responsabilidades de Beneficios

## ELIGIBILIDAD EN GENERAL

El beneficio del Seguro de Desempleo (UI) es financiado a través de impuestos por empleadores. Usted no contribuye al pago de este beneficio. UI sirve a individuos que hayan ingresado salario a través de un empleador que requerido por ley, contribuye al impuesto de UI. No incluye ser empleado por contrato o contratista. Para ser elegido para UI, tiene que estar desempleado sin ninguna culpa suya O su horario de trabajo TIENE que haber sido reducido (vea "Pago Parcial" en la parte de atrás).

## SUS RESPONSABILIDADES

**Pagos Semanales:** Esta requerido solicitar pagos utilizando el sistema de pagos automatizado en línea por internet por [www.teleserve.dlt.ri.gov](http://www.teleserve.dlt.ri.gov) o por teléfono al 401-243-9600 una vez **CADA SEMANA**, de Domingo a Sábado. Si pierde una semana, el sistema de pago no funcionará y tendrá que llamar a UI al 401-243-9100. La primera semana de sus beneficios en su nuevo reclamo es considerado una semana de espera o fondo y no será pagado.

**Número de Identificación Personal (PIN):** Tendrá que utilizar el sistema de pago para establecer su PIN. Es responsable por la seguridad de su PIN y por cualquier pago autorizado utilizando este número. No dé el número a cualquier persona por ningún propósito.

**Búsqueda de Trabajo & Requerimientos para Registrarse:** Es su responsabilidad leer y entender los requerimientos de búsqueda de trabajo los cuales están incluidos en esta carta. Como se indica en los requerimientos, usted debe aplicar a 3 trabajos de tiempo completo cada semana y guardar un registro por escrito que incluya:

1. Nombre y Dirección de la compañía
2. Fecha en la que aplicó a la posición
3. Manera en la que aplicó a la posición: en persona, por correo, en línea, etc.
4. Nombre de cada posición con título específico y horario específico al cual aplicó.

Guarde todos sus registros de búsqueda de trabajo, correos de confirmación, o documentación durante el año como prueba de su búsqueda de trabajo! El Departamento puede exentarlo para su búsqueda de trabajo si tiene una fecha definitiva de regreso a trabajar dentro de las primeras 12 semanas de su último día de trabajo, este inscrito en algún curso de capacitación aprobada o sea miembro con buen status de alguna unión con sala de contratación.

El Departamento opera programas de Re-Emplojo mandatorio para ayudar a individuos a buscar trabajo. Si es seleccionado, tendrá que reportarse como dicho. Si falla en reportarse podrá causar retraso o pérdida de pagos de beneficios. Si es residente de Rhode Island o reside afuera del estado pero conmuta a Rhode Island para trabajo, deberá participar en los programas de Re-Emplojo de Rhode Island. Si no reside en Rhode Island y no está buscando trabajo en Rhode Island, tendrá que registrarse para trabajo con la oficina de desempleo del estado el cual reside dentro de los primeros 10 días de llenar su aplicación.

**Capaz y Disponible:** Es requerido estar capaz y disponible para trabajo cada día. Si se encuentra enfermo, o incapaz de trabajar, deberá notificar al departamento. También es requerido estar disponible para trabajo de tiempo completo. Si trabajo es ofrecido hoy mismo, deberá estar disponible para trabajo y empezar inmediatamente. Si en cualquier momento no puede aceptar trabajo, es su responsabilidad informar al Departamento. Si no es ciudadano americano, necesitará autorización de trabajo válida.

**Reportar sus Ganancias:** Al solicitar beneficios de UI, reporte **todos** sus ingresos brutos completos, aún cuando no haya sido pagado por su empleador en esa semana. Cuando utilice el sistema de pago, reporte las ganancias por los servicios trabajados durante la semana anterior, de Domingo and Sábado. Para calcular sus ganancias, multiplique el número total de horas trabajadas por la tarifa que gana por hora. Adicionalmente, reporte sus *tips*, bonificaciones, comisión o pagos por vacaciones cuando lo reciba. Ingresos bruto significa ingresos antes de deducciones (impuestos, 401k, etc).

Cuando llene su aplicación, esta requerido reportar pagos relacionados con indemnización, despedido, enfermedad, pension, retiro, Seguro de Discapacidad Temporal (TDI), Seguro de Cuidador Temporal (TCI), o Compensación del Trabajador. Sin embargo, si comienza a recibir cualquiera de estos pagos durante su reclamo, deberá reportarlos en el sistema de pagos.

La falla de reportar estas ganancias correctamente, es considerado **FRAUDE** de Seguro de Desempleo.

Ver Reverso

**Sobrepagos & Fraude:** Falla en proporcionar información precisa o proporcionar información sabiendo que es falsa or fraudolenta es considerada **FRAUDE** de desempleo. Este puede resultar en delito grave de persecución, encarcelamiento, record criminal, un cargo con interés del 18% MÁS 15% de penalidad. El Departamento utiliza distintas formas de checar si alguien recibiendo beneficios de desempleo está trabajando. Adicionalmente, cualquier empleador que haya trabajado en los últimos 18 meses es notificado en el momento que aplica para beneficios. Su empleador (es) nos hace saber la razón por la cual no esta trabajando con el. Cualquier pago de UI recibido sin ser eligible, será considerado sobrepago.

El Departamento podrá recuperar el sobrepago deduciendo la cantidad de su pago de beneficios de UI en el futuro, incluyendo, beneficios de otro estado. El Departamento podrá interceptuar sus ganancias de lotería, hacer posesión de su futuro salario, colocar un gravamen sobre alguna propiedad, o tomar el reembolso de su ingreso de impuestos federal y estatal.

**Pensión:** Notifique al Departamento si esta recibiendo alguna pensión ó pagos por retiro de algún empleador al cual haya trabajado de los últimos 18 meses. Pensiones que hayan sido contribuidos por usted serán deducidos de su beneficio de desempleo al 50%. Pensiones que **UNICAMENTE** su empleador haya contribuido serán deducidos de su beneficio de desempleo al 100%. El Departamento no deduce pagos por retiro de Seguro Social.

**Indemnización & Pagos por Despedido:** Notifique al Departamento si está citado para o ha recibido indemnización o pago por despedido. El número de semanas que los pagos representan seran deducidos de su reclamo comenzando del último día de trabajo hasta un máximo de 26 semanas. El Departamento pide esta información de su empleador. Proporcionando al Departamento la carta oficial de indemnización evitará retrasos innecesarios.

**Información de Contacto:** El Departamento requiere su información mas actualizada. Por favor, notifique al departamento cualquier cambio a su domicilio, correo electrónico ó número de teléfono.

**Reportarse si le Lllaman:** Puede que el Departamento le llame para una cita que haya sido programada por teléfono ó en persona con respecto a su reclamo. Deberá reportarse si le llaman. Falla en participar a cualquier cita podrá resultar en negación de beneficios.

**Impuestos:** Los pagos por desempleo son pagos con impuestos. Si prefiere que no le quiten impuestos federal y estatal, será responsable de pagarlos cuando llene su aplicación de reembolso de impuestos. Cualquier person que colecte desempleo o UI recibirá la forma 1099 detallando la cantidad total de pagos que recibió y cualquier impuesto pagado en sus ingresos. En cualquier moment puede hacer cambio a su deducción de impuestos en su reclamo.

## SUS DERECHOS

**Subsidio de Dependencia:** Puede ser elegido para beneficios adicionales si tiene hijos que dependen de usted. No tienen que residir con usted o ser reclamados el su reembolso de impuestos, pero tienen que ser biológicos, padrastro, ser adoptado legalmente o designado por la corte. Generalmente, unicamente hijos menores de 18 años califican como dependientes. Sin embargo, hijos que tienen 18 años o mayores pero medicamente son incapaces de generar ingresos de salario para mantenerse si mismos, califican. Si no solicitó o incluyó sus dependientes cuando aplicó la primera vez, puede contactar at 401-243-9100 para reconsideración.

**Pago Parcial:** Si trabaja menos de tiempo completo **Y** su ingreso bruto (antes de impuestos) es menor que su beneficio semanal (excluyendo dependientes), puede ser calificado para beneficios parciales. No es elegible para beneficios si esta trabajando tiempo completo.

**Ingresos de Otro Estado:** Si ha trabajado en mas de un estado, tiene mas de una opción para aplicar a los beneficios de desempleo. Puede combinar su salario que ingreso en Rhode Island (RI) con salarios ingresados en otros estados. Contacte cada estado en donde haya ingresado salario para determinar en donde prefiere aplicar. Contacte Rhode Island at 401-243-9100 para más información acerca de sus opciones para aplicar en Rhode Island.

**Entrenamiento:** Puede ser elegido para entrenamiento através del centro de carreras o Real Jobs RI. Puede solicitar una exención en su colegiatura para asistir a algun curso o tomar algún crédito en cualquier universidad ó colegio comunitario operado por el estado. El Departamento no tiene ningún control relacionado con elegibilidad, admisiones o asistencia para colegiatura concedida.

**Negación de Beneficios & Apelación:** Si ha sido negado beneficios, recibirá una carta escrita. Tiene el derecho de apelar cualquier decisión hecha por el departamiento dentro los primeros quince (15) dias calendarios de la fecha que aparece en la carta de decisión.

**Empleados Educacionales/Escuela:** Si ha sido negado el uso de sus ingresos por empleadores educativos entre dos (2) términos académicos o años, ó durante el periodo vacacional, puede ser elegible si tiene otro tipo de ingresos que no sean educativos y se encuentren el periodo base. Visite la página *Teacher/Education* encontrada en el sitio web del Departamento [www.dlt.ri.gov](http://www.dlt.ri.gov) para mas información.

## RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING WORK SEARCH POLICY

Individuals claiming benefits must be able and available for work and actively seeking full-time employment.

In order to meet the work search requirements an individual must:

- Make an active, independent search for suitable work.
- Keep a written record of weekly work search efforts, including: employer visits, applications, résumés, interviews, etc.
- The following information is required as part of your work search documentation:
  - Name and address of the company
  - Date you applied for work
  - Manner by which you applied for work: in person, mailed résumé, online, etc.
  - Specific position and shift for which you applied
- Provide three (3) verifiable work search contacts in each week that benefits are claimed.
- Regularly visit a netWORKri Career Center for job listings. If you visit a Career Center, you may list this as one of your work search contacts for the week.
- Post your résumé by the sixth (6<sup>th</sup>) consecutive week of collecting benefits on the RI Department of Labor and Training's EmployRI website at [www.employri.org](http://www.employri.org). Failure to post your résumé within 6 consecutive weeks will cause a delay or loss of benefits. Instructions on how to register, create, and post a résumé are found on the website at [www.employri.org/refcards/includes/pdf/individual.pdf](http://www.employri.org/refcards/includes/pdf/individual.pdf) or you can access the instructions by scanning the following QR code with your smart phone:



The Department conducts ongoing Reemployment programs that identify individuals who may need additional assistance in finding employment. If selected, the individual is required to report to a Career Center as instructed. Failure to report will cause a delay or loss of benefits.

Individuals are exempt from the work search requirements in the following circumstances:

- The individual is on a temporary layoff, with a definite and verifiable return to work date within twelve (12) weeks from the last day of work;
- The individual is in the Work Share Program or in Approved Vocational or Trade Adjustment Assistance (TAA) Training;
- The individual is a member, in good standing, of a trade union which has a Union Hiring Hall where individuals check for work and are placed in jobs by the hiring hall.

For the location and hours of operations of the nearest netWORKri office, please visit [www.networkri.org](http://www.networkri.org) or scan the following QR code with your smart phone:



**The Department of Labor and Training is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.**

IMPORTANT: You may have these documents translated or interpreted at no cost to you by contacting the Unemployment Insurance Service Center at 401-243-9100 and selecting one of the following language options: Spanish, Portuguese, Laotian, Cambodian, or Hmong. If you need assistance in a language that is not listed, please contact 401-243-9100 and a representative will assist you.

## NORMAS PARA LA BUSQUEDA DE TRABAJO

Toda aquella persona que solicite los beneficios debe de estar lista y disponible para trabajar. También debe de estar buscando trabajo activamente, y tal tiene que ser de tiempo completo.

Para determinar la disponibilidad de trabajo, la persona debe de cumplir los siguientes requisitos:

- Debe de buscar un trabajo razonablemente diseñado a su capacidad que le permita conseguir empleo pronto. Esta búsqueda debe de ser personal, activa e independiente.
- Debe de guardar una lista semanal de todos los intentos hechos para encontrar trabajo. Tales como: visitas a compañías, solicitudes y curriculums enviados, etc.
- El Departamento requiere (3) tres contactos de búsqueda de trabajo verificable en cada semana que beneficios son reclamado.
- Visitar regularmente un centro de la carrera del netWORKri para los listados de trabajo.
- Publicar su currículum en la sexta semana consecutiva (6) de la recogida de semanas de beneficios de presentar su reclamo en en el sitio del web que es del RI departamento de trabajo y entrenamiento, [www.employri.org](http://www.employri.org). Fracaso para publicar su currículum dentro de 6 semanas consecutivas causará un retraso o pérdida de beneficios. Instrucciones sobre cómo registrar, crear, y poner un currículum se encuentran en el sitio del web en [www.employri.org/refcards/includes/pdf/individual.pdf](http://www.employri.org/refcards/includes/pdf/individual.pdf) o puede acceder las instrucciones escaneando el código QR con su teléfono smart (ver reverso).

El Departamento organiza constantemente Programas que ayudan a encontrar empleo.

Estos identifican personas que puedan necesitar mayor asistencia en la búsqueda de trabajo. Si una persona es seleccionada, el individuo debe presentarse a uno de nuestros Centro de Carrera como instruido. El fracaso de hacer un informe podría causar una tardanza o la pérdida de los beneficios.

Las únicas personas que no se incluyen en estos requisitos son aquellas que:

- Estan temporalmente desempleadas; pero tienen una fecha de regresar al trabajo dentro de doce (12) semanas despues del último día de trabajo.
- Personas que participan en otros programas como: El Programa de Trabajo Compartido (Work Share), o profesional aprobado o formación de asistencia de ajuste comercial (TAA).
- O cualquier persona que sea miembro, en buen estado, de un sindicato de trabajadores reconocido (trade union), los cuales tienen un Centro de Sindicato en donde individuos buscan trabajo.

El Departamento de Labor Y Entrenamiento asegura Igualdad y Oportunidad de empleo y proveen servicios de empleo y entrenamiento. Si lo requiere, diferentes servicios (ayudantes auxiliares) están disponible para personas con incapacidades.

## APÓLICE DE PROCUR DE TRABALHO

Individuos que estejam a receber beneficos devem estar disponíveis e à procura de emprego a tempo inteiro.

A fim de demonstrar disponibilidade e busca de trabalho um indivíduo deve:

- Fazer uma procura pessoal, activa e independente que resulte num reemprego rápido e adequado.
- Manter uma lista escrita que prove o esforço semanal, incluindo: visitas a companhias, aplicações, currículos, entrevistas, etc.
- As informações seguintes são necessárias como parte da documentação de busca de trabalho:
  - nome e endereço da empresa
  - data que aplicou para o trabalho
  - modo pelo qual aplicou para o trabalho; pessoalmente, mandei currículo, on-line, etc.
  - Posição específica e o turno para o qual aplicou
- O departamento requer três 3 contatos de pesquisa de trabalho verificáveis para cada semana nas quais beneficios foram requeridos.
- Visite regularmente os centros de Orientação Profissional (netWORKkri) para anúncios de emprego. Se visitar um centro de carreira (networkri), pode usar essa visita como um de seus contatos de busca de trabalho para essa semana.
- Tem de afixar o seu currículo dentro de sexta (6) semana consecutiva no website EmployRI do Departamento de Trabalho e Treino em [www.employri.org](http://www.employri.org). Falha de afixar o seu currículo dentro das 6 semanas pode resultar em atraso ou perca de beneficio. Para obter instruções sobre como registrar, criar ou publicar um currículo encontram-se no websit [www.employri.org/refcards/includes/pdf/individual.pdf](http://www.employri.org/refcards/includes/pdf/individual.pdf) ou obtendo o código QR usando a scanner do seu telefone inteligente (ver reverso).

O Departamento administra programas contínuos de reemprego identificando assim individuos que necessitam um auxílio adicional para encontrar trabalho. Se for escolhido, tem que se apresentar num dos Centros de Orientação Profissional de acordo com as instruções. Falta de comparência pode resultar em atraso ou perca de beneficios.

Estão isentos de procurar trabalho os individuos nas seguintes circunstâncias:

- Indivíduo num desemprego temporário, com data certa de regresso ao trabalho, dentro das doze (12) semanas seguidas ao último dia de trabalho.
- Indivíduo que esteja no programa de Horas de Trabalho Reduzidas (Work Share) ou num Programa Vocacional aprovado (Approved Vocational) ou recebendo assistência e treino num ramo professional Trade Adjustment Assistance (TAA Training).
- Se o indivíduo é membro de um sindicato patronal com o seu próprio service de reemprego onde possa registrar-se para trabalhar.

Para o local e horas de operações do escritório netWORKri mais próximo, visite [www.networkri.org](http://www.networkri.org) ou através do código QR usando a scenner do seu telefone inteligente (ver reverso).

O DEPARTAMENTO DE TRABALHO E TREINO É UMA REPARTIÇÃO DO ESTADO COM AS MESMAS OPORTUNIDADES NOS SEUS PROGRAMAS E A NÍVEL PATRONAL. QUANDO SOLICITADOS, ESTÃO DESPONÍVEIS SERVIÇOS DE ASSISTÊNCIA PARA INDIVÍDUOS INCAPACITADOS.



DEPARTMENT OF LABOR AND TRAINING

TTY Via RI Relay 711

[Redacted]

SSN : [Redacted]



- 1.) ¿Tienes hijos dependientes menores de 18 años...
2.) ¿Su dirección de correo aparece correcto arriba?
3.) ¿Su número de teléfono sigue siendo la misma?
4.) Usted presentó su solicitud de seguro de desempleo...
5.) ¿Quieres impuestos retenidos de su cheque de desempleo?
6.) Para la semana(s) calendario final...
A. Ciudadanía: ¿eres un ciudadano de los Estados Unidos?
B. ¿Era capaz y disponibles para trabajar tiempo completo?
C. ¿Buscó trabajo a tiempo completo?
D. ¿Has vuelto a trabajar tiempo completo?
E. ¿Se negó cualquier trabajo que fue ofrecida a usted?
F. ¿Solicitó o recibió pago de la seguridad social...
G. ¿Solicitó o recibió compensación a los Trabajadores, TDI, pago por enfermedad o cualquier otro pago por discapacidad?
H. ¿Canó o recibió cualquier cantidad de dinero? (En caso afirmativo, complete lo siguiente)

Complete esta sección del formulario cuando usted trabaja menos de horas a tiempo completo o está empleado menos de una semana calendario completa, por favor indique el número de horas trabajadas por cada día de la semana indicado. Salario bruto antes de las deducciones de impuestos deben incluir horas extras, propinas y comisiones. Si ha recibido el pago de vacaciones o la indemnización por despido, registre el importe bruto en la sección "Salario Bruto" y anotar el tipo de pago.

Table with 9 columns: Semana, Domingo, Lunes, Martes, Miércoles, Jueves, Viernes, Sábado, Salario Bruto. Rows include dates from 1/11/15 to 1/24/15.

Empleador Dirección Teléfono Pago horario
Estoy reclamando los beneficios del Seguro de Empleo y registrarse con el Servicio de Empleo de acuerdo con las disposiciones de la Ley de Seguridad de Empleo del estado de Rhode Island. Entiendo que cualquier reclamo hecho por mí, o cualquier información proporcionada por mí que es falso, es la ley fu punible. Entiendo que mi número de Seguro Social será utilizado para el intercambio de información para verificar mi elegibilidad para compensación por desempleo, así como para otros beneficios de asistencia pública y ayudar en mi búsqueda de trabajo.

Firma del reclamante Fecha
Envíe esta forma de inmediato. Si usted tiene dependientes complete el lado 2 de este formulario.
Un Empleador/Programa con Igualdad de Oportunidades. Ayudas y servicios auxiliares disponibles a solicitud de las personas con discapacidad.

**Complete este lado solamente si usted está reclamando una prestación de dependencia:**

"Dependiente" significa a tanto un niño, incluyendo un niño adoptado o un hijastro, menores de 18 años de edad o mayores de 18 años de edad que es incapaz de ganar salarios, o un niño para quien eres un guardián y has sido nombrado legalmente por los tribunales.

Completa lo siguiente si usted reclama un subsidio de dependencia:

Nombres de lo Dependientes	Numero de Seguridad Social de los Dependientes	Fecha de Nacimiento de los Dependientes	Indicar Natural, Adoptivo, Hijastro o Guardián Legal	Si 18 Años de Edad o más Indica el Tipo de Incapacidad

A. ¿Usted personalmente proporcionar algún tipo de apoyo por estos niños? SÍ  NO

B. ¿Alguien más contribuyen al apoyo de estos niños? SÍ  NO   
 En caso afirmativo, indique el nombre de la persona, dirección y número de Seguro Social:

C. ¿Todos los niños listados viven contigo? SÍ  NO   
 Si no, lista el nombre, el número de Seguro Social y dirección de la persona con quien la persona resida:

D. ¿Usted tiene custodia legal y la posesión física de todos los niños mencionados anteriormente? SÍ  NO   
 Si no, hace una lista de los nombres de los niños para los cuales usted no tiene la custodia legal:

Anote el nombre, número de seguro social y dirección de la persona que también ha sido galardonado con la custodia legal y la posesión física:

E. ¿Es su cónyuge o cualquier otra persona que esta reclamando a estos niños en una reclamación de seguro de desempleo? SÍ  NO

En caso afirmativo, indique el nombre de la persona, dirección y número de Seguro Social que esta reclamando los niños enumerados arriba:

Devuelva este formulario a:

**Department of Labor & Training  
 P.O. Box 20340  
 Cranston, RI 02920-0943**

# **Attachment 13**

## Rehabilitation Services are Included as Part of Medical Treatment

Services may include medical, vocational, re-employment and/or treatment by spiritual means to restore a work-injured employee as near as possible to their pre-injury status. Medical restorative services may include but are not limited to medical, surgical, hospital nursing services, attendant care, chiropractic care, physical therapy, occupational therapy, medicines and psychological services, prosthesis and orthosis.

### The Robert F. Arrigan Rehabilitation Center

The Arrigan Center is a state agency that provides comprehensive physical therapy, aquatic therapy, case management, work hardening and ergonomic site visits prior to the injured worker returning to his/her job.

In addition, the Arrigan Center offers extensive psychological and vocational services for specific clients in need of such services.

### Workers' Compensation Medical Advisory Board

The Workers' Compensation Court appoints an eleven member Medical Advisory Board to address medical disputes and charges of improper or unethical conduct by medical care providers. The Board establishes medical protocols, standards of treatment for work-related injuries and illnesses, medical costs and lengths of employee disability. The Medical Advisory Board can be contacted at (401) 458-3560.

## Contact Information

For more information about this or other workers' compensation topics, please contact the Education Unit at:  
(401) 462-8100-press 1  
Monday through Friday  
8:30 AM to 4 PM  
Email: [dlt.wcedcunit@dlt.ri.gov](mailto:dlt.wcedcunit@dlt.ri.gov)

Dr. John E. Donley Rehabilitation Center  
Phone: (401) 243-1200  
Website: [www.dlt.ri.gov/Donley](http://www.dlt.ri.gov/Donley)

Medical Advisory Board  
Phone: (401) 458-3460  
Website: [www.courts.ri.gov/Courts/workerscompensationcourt/MedicalAdvisoryBoard](http://www.courts.ri.gov/Courts/workerscompensationcourt/MedicalAdvisoryBoard)



Equal Opportunity Employer/Program – Auxiliary aids and services are available upon request to individuals with disabilities.  
TTY via RI Relay 711 Rev. 10/18

**LT** RI Department of Labor and Training  
Workers' Compensation Division  
Education Unit

## Medical Services and Treatment



*A guide for individuals seeking  
services and treatment for a  
work-related injury or illness*

RI Department of Labor and Training  
**Workers' Compensation - Education Unit**  
PO Box 20190, Cranston, RI 02920-0942  
[www.dlt.ri.gov/wc](http://www.dlt.ri.gov/wc)

The Rhode Island Workers' Compensation system is a form of no-fault insurance designed to provide assistance to injured employees for medical expenses and lost wages. It applies to businesses with one or more employees unless otherwise exempt by law.

Rhode Island General Law Section 28-33-8 of the Workers' Compensation Act deals with medical treatment and examinations following a work-related injury or illness. Here are the most commonly asked questions about this section of the law.

### **What are my responsibilities if I have a work-related injury or illness?**

You must report the injury or illness to your employer immediately or as soon as you are aware that your injury or illness may be work-related. You should also get immediate medical care.

### **Can I go to my own doctor?**

You may choose your first medical care provider. Following a reported injury, your employer may offer (and you may accept) treatment at an emergency room or by a doctor suggested by your employer. This may allow you to be treated quickly without waiting to be examined elsewhere. You will still have the right to see a doctor of your choice, initially.



### **What happens if I go to an emergency room following an injury?**

If you first go to an emergency room or see a company doctor (a doctor under contract with your employer or

his/her insurance company), this visit will not count as your first choice. You are then still free to choose another doctor. However, should you return to that facility or doctor for further treatment, that may become your choice.

### **What if I wanted to change doctors?**

Once you choose your first doctor for treatment, if you decide later to switch to another doctor, you may have to get approval first. If your employer or his/her insurer has an approved Preferred Provider Network (PPN) list on file with the Medical Advisory Board, you must choose your next medical care provider from this list. Your employer is required to either give you the PPN list or tell you where the list is available for you to see.

If your choice of doctor is not listed in the network, you must get approval from either the insurer involved or your employer if he/she is self-insured. You must get this approval before seeking treatment from that doctor. If you do not, you may have to pay the bill. (However, if you need the services of a specialty not listed in the PPN, you are then free to choose that medical care provider.)

### **Can my doctor refer me to another doctor?**

Your initial doctor may refer you to any qualified specialist for consultation, assessment, or specific treatment, without prior approval. If an injured employee is treating with an out-of-state medical service provider, the RI Workers' Compensation Court considers that medical service provider to be bound by the provisions of the RI Workers' Compensation Act.

### **Who is considered a physician?**

Under the law, a "physician" means a medical doctor, surgeon, dentist, chiropractor, licensed psychologist, osteopath, podiatrist, and optometrist. The term "doctor" also means any of these professionals.



### **What if I need surgery?**

Major surgery will not be paid for unless your physician gets permission from your employer or the insurer. If denied, permission must be given by the Workers' Compensation Court.

### **Are eye glasses or dentures covered?**

All medical, optical, dental and surgical appliances required to cure or relieve the employee from the effects of the injury (eye glasses, dentures, braces and supports, artificial limbs, crutches and similar appliances) are covered. Hearing aids or other amplification devices are **not** covered.

### **Will I have to undergo examinations by the insurance company's doctor?**

If requested by the insurance company, or by your employer, if self-insured, you may be scheduled for an examination by a doctor provided and paid for by the insurance company or your employer. You will be sent a full, exact signed copy of the report. The insurer may request that you have these exams at reasonable times during your disability. If the insurer or your employer requests the exam, then they shall pay or reimburse you for reasonable travel costs.

***This brochure is not intended to be a full and complete description of law and is not a substitute for legal advice.***

# **Attachment 14**

# LEP Workgroup

5/6/2019

Name	Title	Division/ Agency
Matthew Weldon	Asst. Director/State-level EO Officer	RI DLT, Executive Office
Sarah Blusiewicz	Assistant Director for Workforce Development Services	RI DLT/WIOA
Nora Crowley	Interim Executive Director	Governor's Workforce Board
Robert Kalaskowski	Chief of Policy and Planning	Governor's Workforce Board
Angelika Pellegrino	Communications Director	RI DLT
Maria Ferreira	Chief of Program Development	RI DLT
Katherine Catanzaro	Administrator	Income Support
Jessica Videria	Chief of Operations	Unemployment Ins.
Christopher Fierro	Chair	UI Board of Review
Raymond Maccarone	Chief Referee	UI Board of Review
Vincent Rossi	Coordinator	Workforce Development Services
Susan Biagioni	Veterans Services Coordinator	Workforce Development Services
Julie Tamuleviz	Chief Investigator	Workers' Compensation
David Rodrigues	Administrator	Workforce Regulation and Safety
Scott Greco	Chief of Labor and Training Operations	Workforce Development Services
Ray Pepin	Administrator	Temporary Disability Insurance
Michael White, Jr.	Staff Attorney	Legal Division
Mario Bueno	Executive Director	Progreso Latino
Kathleen Cloutier	Executive Director	Dorcas International Institute
Veronika Kot	Staff Attorney	RI Legal Services
Raul Figueroa	Community Organizer	Fuerza Laboral

# **Attachment 15**

**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

Action Item	Timeframe/ Completion	Party Responsible	Party Accountable
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

# **Attachment 16**



## Interpreters and Translators, Inc.

### QUICK REFERENCE GUIDE for RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

#### UNEMPLOYMENT INSURANCE AND TEMPORARY DISABILITY INSURANCE

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##### RECEIVING A CALL FROM A LIMITED ENGLISH-PROFICIENT INDIVIDUAL:

Use Conference Hold to place the limited English speaker on hold.

DIAL: Your assigned toll-free number: 1-866-866-1869

SELECT: Your language by pressing 1 for Spanish, 2 for all other languages and speak the name of language you need at the prompt. You may press 0 for assistance if you do not know the language.

ENTER: Your 4-digit access number on your telephone keypad or tell the representative your 4-digit number.

- Your 4-digit access number is: 1 0 8 5

You will be connected to an interpreter who will provide his/her name and ID number. Summarize what you wish to accomplish and give any special instructions. Then add the limited English speaker to the line.

NOTE: If you are asked for a Client ID please provide **527283**

Say "End of Call" to the Interpreter when the call is completed.

**NOTE:** When placing a call to a limited English speaker have the interpreter on the line and then call your limited English speaker. If you need assistance placing a call to a limited English speaker, inform the interpreter at the beginning of the call.

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##### IMPORTANT TIPS:

UNKNOWN LANGUAGE-If you do not know what language to request, our representative will help you.

WORKING WITH AN INTERPRETER-Give the Interpreter specific questions to relay. Group your thoughts or questions to help conversation flow quickly.

LENGTH OF CALL-Expect interpreted comments to run a bit longer than English phrases. Interpreters convey meaning-for-meaning, not word-for-word. Concepts familiar to English speakers often require explanation or elaboration in other languages and cultures.

INTERPRETER IDENTIFICATION-Our interpreters identify themselves by their first name and number only. For reasons of confidentiality, they do not divulge either their full names or phone number.

DEMONSTRATION LINE-To hear a recorded demonstration of over-the-phone interpretation call our demonstration line at 1-800-996-8808

DOCUMENT TRANSLATION- We also provide written translation services, for more information please contact Interpreters & Translators, Inc. at 1-800-648-0686.

CUSTOMER SERVICE-To provide feedback, commend an Interpreter, or report any service concerns, call Customer Service at 1-800-648-0686.

# **Attachment 17**

**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

**LƯU 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 pagsasaling-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 Ntawv ntawm 401-462-940 tsawg kawg xya hnub ua ntej hnub 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.

# **Attachment 18**

**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 မြန်မာ ဝို ဝိုတောင် ဝိုတယ်

**C**

**Cambodian**  
ខ្ញុំនិយាយភាសាខ្មែរ  
**Cantonese**  
我講廣東話 (Traditional)  
我讲广东话 (Simplified)  
**Catalan**  
I parlo català  
**Croatian**  
Govorim hrvatski  
**Czech**  
Mluvíím česky

**D**

**Danish**  
Jeg taler dansk  
**Dari**  
من دری حرف می زنم  
**Dutch**  
Ik spreek het Nederlands

**E**

**Estonian**  
Ma räägin eesti keelt

**F**

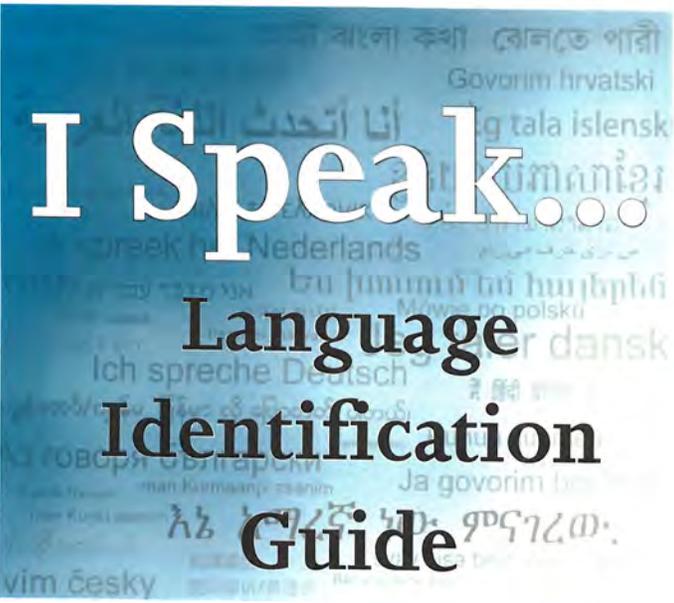
**Finnish**  
Puhun suomea  
**French**  
Je parle français

**G**

**German**  
Ich spreche Deutsch  
**Greek**  
Μιλώ τα ελληνικά  
**Gujarati**  
હું ગુજરાતી બોલુ 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**  
ຂ້ອຍປາກົວພາສາລາວ  
**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 srpski  
**Sign Language (American)**



**Slovak**  
Hovorím 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 nso Yorubá

**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

I Speak is provided by the Department of Homeland Security Office for Civil Rights and Civil Liberties (CRCL). Other resources are available at [www.lep.gov](http://www.lep.gov). Special thanks to the Department of Justice Bureau of Justice Assistance and the Ohio Office of Criminal Justice Services for inspiration and permission to use their I Speak guide. Permission may be required for the use of Ohio Office of Criminal Justice Services information other than as included in this booklet.

# **Attachment 19**

**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.

# **Attachment 20**

## 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  Yes  No language other than English?

\* 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?

# **Attachment 21**

## RECRUITMENT PLAN

Budget for Outreach  
Minority Media

### ASSISTANT COORDINATOR OF EMPLOYMENT TRAINING PROGRAMS DLT

Media Type	Name	Cost
Newspapers - Online	Providence En Espanol	
Newspapers - Print	Acontecer Latino	
Newspapers - Print	African Star Newspaper	
Newspapers - Print	KhmerPost USA	
Newspapers - Print +Online	Providence America	
Radio	Latina100.3	



**State of Rhode Island**  
**STATE EMPLOYMENT OPPORTUNITIES**

The State of Rhode Island has the following opportunities available.

**ASSISTANT COORDINATOR OF EMPLOYMENT AND TRAINING PROGRAMS at DLT**

**GENERAL STATEMENT OF DUTIES:** To assist in the coordination of statewide special purpose employment and training programs; to plan, develop, implement and evaluate specific employment service programs; and perform related work as required.

**REQUIRED QUALIFICATIONS FOR APPOINTMENT:**

**EDUCATION:** Graduation from a college of recognized standing with a specialization in business, public or , including or supplemented by courses in social work, health care administration, business or public administration personnel management, or a closely related field; **and**

**EXPERIENCE:** employment in a position which has provided specialized knowledge of employment and training programs, staff training, service program development, and office computer systems;

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

**TO APPLY:**

- Please visit the APPLY RI Website at: [www.apply.ri.gov](http://www.apply.ri.gov)
- A complete job description for the above state positions can be found at: [www.hr.ri.gov](http://www.hr.ri.gov)

The State of Rhode Island is an Equal Opportunity Employer

# **Attachment 22**

## Excerpt from RI DEI Grant 2019 QTR 1 Report

### **Outreach activities:**

DEI Project Lead participates in a wide range of outreach activities to assure that persons from minority backgrounds and from potentially underserved populations have information about RI DLT DEI program. Such outreach activities also support an open and consumer-friendly process for applying for services. Outreach activities are on-going and involve a wide range of organizations, including: correctional facilities, homeless shelters, workforce development service providers, special education personnel, families of youth with disabilities, disability mentors, transition councils, employment and career fairs, mental health centers, community developmental disability organizations, conferences for persons with head injury, autism, and blindness or visual impairments, faith-based organizations, the Veteran's Administration, substance abuse treatment programs, RI Disability Law Center and disability navigators with the state workforce development system.

DEI Project Lead maintains an active presence on numerous councils and committees, including:

- The Statewide Independent Living Council
- The Governor's Commission on Disabilities
- State Rehabilitation Council
- The Office of Child Support

This involvement facilitates the provision of information about RI's DEI program services to other disability service organizations, and often results in additional outreach activities or specific referrals.

Integrated service teams within the RI DEI encourages collaborative planning with consumers of other public assistance programs such as Temporary Assistance to Needy Families, Food Stamps, Children and Family Services, and Child Support Enforcement.

The DEI Statewide Committee continues to reach out to individual employers focusing on ways to position our expertise in the workforce as resources for the local business community. **Networking strategies include:**

- Participating in business-to-business groups focused on disability employment
- Joining employer-focused groups, including state or local Chambers of Commerce or human resources (HR) organizations (such as Society for Human Resource Management (SHRM)).

- Reaching out to Centers for Independent Living (CILs) to discuss ways to collaborate to better serve people with disabilities both during pre-employment and once on the job
- Ensuring inclusion in the Disability and Veterans Community

### **Partnership with Apprenticeship RI:**

Through DLT's partnership with Apprenticeship RI, RI is working to help employers build new apprenticeship programs in a variety of industries including healthcare, information technology, marine trades and manufacturing, with the goal of doubling the number of workers trained through apprenticeship within 5 years.

Registered Apprenticeship is a proven model of job preparation that combines paid on-the-job learning with related instruction to progressively increase workers' skill levels and wages.

This partnership is an *employer-driven model* that provides an effective way for employers to recruit, train and retain highly skilled workers. As an “earn and learn” strategy, Registered Apprenticeship offers job seekers immediate employment that offers advancement along a career path and a nationally-recognized credential.

RI is deepening connections between apprentices and higher education, working to create new paths through apprenticeship to earning a college degree.

Last year, Rhode Island saw a 10.6% increase in employment for RI'ers with disabilities—the single biggest percentage point increase of any state.

The Office of Apprenticeship is responsible for

- ▶ Registering apprenticeship programs that meet federal and state requirements
- ▶ Protecting the safety and welfare of apprentices
- ▶ Assuring the programs provide high-quality training and on-the-job mentoring
- ▶ Assuring the programs produce skilled and competent workers
- ▶ Issuing nationally-recognized and portable credentials to apprentices
- ▶ Promoting the development of new apprenticeship programs

Project Lead continues to train staff on capacity building through partnerships with employment for all individuals with disabilities. Training continues on a statewide

level to DEI staff and RI provider agency staff on strategies to break-down barriers that impede pathways to competitive integrated employment outcomes for I/DD and how service oriented consultation can create demand for job seekers with disabilities by identifying ways to add value to employers' operations can create hidden, customized job opportunities for individuals not able to easily apply for "off the shelf" jobs with a focus on ways to increase competitive integrated employment opportunities for individuals with intellectual or developmental disabilities (I/DD) or other individuals with significant disabilities:

**CAPACITY-BUILDING STRATEGIES:**

The partnership between RI DLT and VR continues to grow stronger than ever. RI's VR biggest challenge has been to maintain the continued delivery of high-quality services with a reduction of available federal funding. This reduction of funding continues to result in the closure of all categories in the VR program, and the implementation of a wait list for services. There has been an increase in the number of individuals on the wait list being referred to RI's AJCs and the DEI program for employment services. As this collaboration continues, those providing direct services are experiencing changing roles as they support individuals with disabilities to find employment. As streamlining takes place, the consumers who traditionally received support from VR are now getting support services from RI's AJC. The manner in which services are provided range from a guided approach to a higher level of self-direction from the job seeker.

# **Attachment 23**



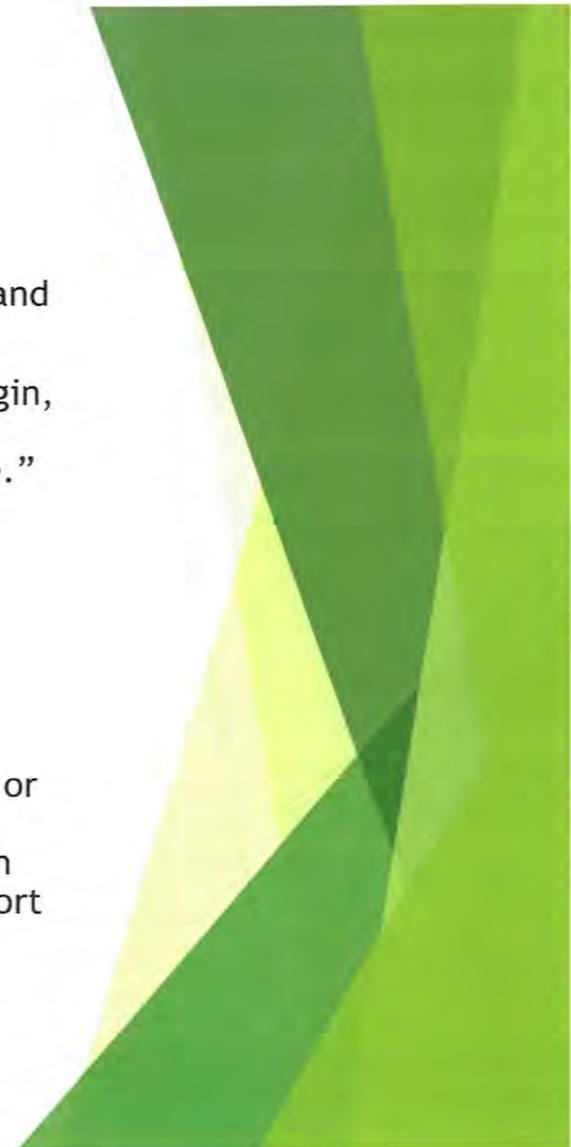
# Understanding Title VI and the Prohibition against National Origin Discrimination

# Objectives

- Provide background of Title VI and national origin discrimination
- Discuss changing demographics, both nationally and locally, and its impact on national origin discrimination
- Provide a real, agency example illustrating the significance of Title VI compliance
- Discuss the intersectionality of R.I.G.L. § 36-4-50.1 and national origin discrimination
- Leave diversity liaison's with knowledge and resources to create procedures and practices for interacting with limited English proficient members of the public

## History of Title VI

- Prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance
- “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. § 2000d.
- Civil Rights Act of 1964 was the response to increased pressure on the Federal Government to combat racial discrimination.
- In announcing his support, President Kennedy stated that,  
  
“simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination. Direct discrimination by Federal, State, or local governments is prohibited by the Constitution. But indirect discrimination, through the use of Federal funds, is just as invidious; and it should not be necessary to resort to the courts to prevent each individual violation.” H.R. Misc. Doc. No. 124, 88<sup>th</sup> Cong., 1<sup>st</sup> Sess. 3, 12 (1963).



# What Constitutes Federal Financial Assistance?

- Clearest example is award or grant of money, but can be non-monetary
  - Use or rent of Federal land/property below market value
  - Federal training
  - Subsidies

Examples (provided by DOJ's Title VI Legal Manual):

A police department has a branch office located in a housing project built, subsidized, and operated with HUD fund. The police department is not charged rent. The police department is receiving Federal financial assistance and is subject to Title VI.

Military veterans are enrolled at a private, religious university and receive payments from the Federal government to pay for their tuition. The payments are made directly to the veterans, but the university is nonetheless receiving Federal financial assistance (indirectly).

## Definition of Recipient

- “any State, political subdivision of any State, or instrumentality of any State or political subdivision, any public or private agency, institution, or organization, or other entity, or any individual, in any State, to whom Federal financial assistance is extended, directly or through another recipient, for any program, including any successor, assign, or transferee thereof.” 28 C.F.R. § 42.102(f)
- An incredibly broad definition
  - Public or private entity
  - Can be more than one
  - Direct or indirect recipient
  - Contractors and agents



# National Origin Discrimination and Limited English Proficiency

- Lau v. Nichols, 414 U.S. 563 (1974) is the pivotal case
  - Chinese speaking students challenged a San Francisco school district policy of offering education only in English
  - United States Supreme Court held that the failure to provide services in languages other than English could amount to national origin discrimination where the failure to provide language services resulted in a significant number of LEP beneficiaries from the same language minority unable to access the intended benefits of the federally assisted program or activity.
  - “[i]t seems obvious that the Chinese-speaking minority receive fewer benefits than the English-speaking majority from respondents’ school system which denies them a meaningful opportunity to participate in the educational program - all earmarks of the discrimination banned by [the Title VI implementing regulations].”

## National Origin Discrimination and Limited English Proficiency, Cont.

- Holding in Lau is applicable to any federally assisted program or activity providing services to the public
- Executive Order 13166 reaffirmed and clarified obligations to LEP individuals
  - “The Federal Government is committed to improving the accessibility of . . . services to eligible [limited English proficiency] persons . . . Each Federal agency shall . . . work to ensure that recipients of Federal financial assistance (recipients) provide meaningful access to their LEP applicants . . . [R]ecipients must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons . . . . “ Executive Order 13166, 65 Fed. Reg. 50121 (August 16, 2000).

# What are a Recipient's Obligations regarding LEP individuals?

- No single uniform rule of compliance
- Instead, recipients must address the specific language needs of those they serve
- Reasonableness is the guiding principle
- 4 factor analysis
  - The number or proportion of LEP persons in the eligible service population
  - The frequency with which LEP individuals come in contact with the program
  - The importance of the service provided by the program and
  - The resources available to the recipient



# Population and Language Trends

- Nationally, according to US Census Bureau:
  - There is a net gain of 1 person every 16 seconds
  - 1 international migrant every 33 seconds
  - 3<sup>rd</sup> most populous country at 324 million plus
  - <https://www.census.gov/popclock/>
- Regarding languages, most spoken language other than English is Spanish
  - [http://www.slate.com/articles/arts/culturebox/2014/05/language\\_map\\_what\\_s\\_the\\_most\\_popular\\_language\\_in\\_your\\_state.html](http://www.slate.com/articles/arts/culturebox/2014/05/language_map_what_s_the_most_popular_language_in_your_state.html)
- In Rhode Island, according to 2015 Census information:
  - Population of approximately 1 million
  - 14.4 % Hispanic or Latino - largest minority demographic
  - <https://www.census.gov/quickfacts/table/PST045215/44>



# Putting It All Together - A Real-Life Example of National Origin Discrimination Based on LEP Service Needs

- Corrective Action Required
  - Within 30 days of Agreement, develop and submit to CRC for approval, Language Access Policy Directives setting forth standards, operating principles, guidelines regarding the delivery of language services
  - Establish a LEP working group responsible for overseeing the development and implementation of DLT's LEP Plan. The group will include DLT employees and community members representing the interest of the language minority population.
  - Within 60 days of the Agreement, develop and submit to CRC for approval, DLT's LEP Plan. The Plan details how DLT will take/is taking reasonable steps to provide language access services or information in languages other than English.
  - Submit progress reports every 6 months documenting DLT's efforts regarding language access requirements

# Putting It All Together - A Real-Life Example of National Origin Discrimination Based on LEP Service Needs

- Key Components of the LEP Plan
  - Identify individuals responsible for implementation
  - Identify LEP communities
  - Provide a description of the timeframe and objectives for work being done
  - Provide notice of language access services
  - Train staff on policies and procedures
  - Ensure accurate translations and interpretations
  - Collaboration with LEP communities and other stakeholders
  - Identify any funding or procurement issues and ways to address them

## Status of DLT's LEP Efforts

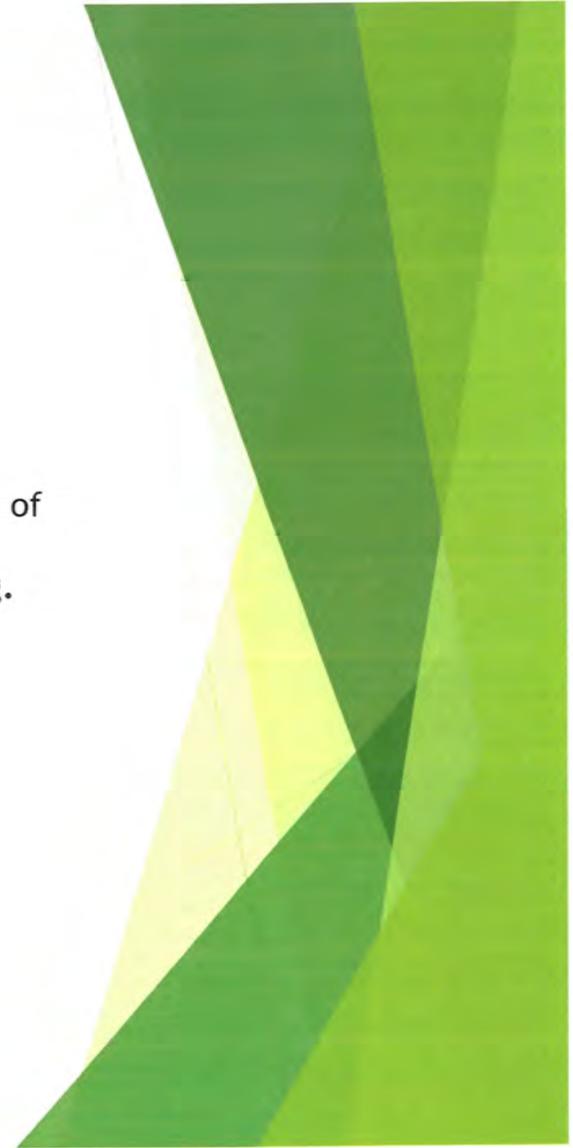
- Great improvement, but not perfect
  - On demand, 24/7/365 language line vendor
  - Rely on MPA for translators and interpreters for services that can be scheduled (hearings, meetings, etc.)
  - LEP Workgroup community members are involved and offer useful feedback
  - “I Speak” Language card in over 150 languages
  - Using certified vendor on language assessment panel before individuals are hired for Interpreter positions
- Recent complaint regarding language access services in Haitian Creole

## R.I.G.L. § 36-4-50.1 and LEP

- A specific RI statute designed to address LEP needs that most DL's are probably unaware of!
- The personnel administrator in consultation with the equal employment opportunity administrator within the department of administration shall identify classes of positions within state government in which there exists a need for a particular linguistic background or skill. Service oriented departments of state, including, but not limited to, Rhode Island state police, labor and training, corrections, children, youth, and families, courts, human services, and transportation shall identify those positions that will best serve persons utilizing the services of the departments and notify the personnel administrator of those positions. Based on recognition by the aforementioned administrators that a need for employees with a specific linguistic background or skill exists in order to serve the client population, the personnel administrator is authorized during the initial hiring process to certify names from other than the top six names on a certified list as required by § 36-4-26. The personnel administrator shall promulgate rules and regulations under the administrative procedures act to carry out the provisions of this section; furthermore, it is the legislative intent of the general assembly that the rules and regulations shall be promulgated with due regard to the linguistic background of the population to be served, to the specific requirements of this section, to other relevant provisions of this chapter, and to the terms of existing collective bargaining agreements.

# Where to Start for Your Agency?

- Address your agencies specific language access needs
- Keep in mind reasonableness standard and meaningful access
- <https://www.epa.gov/ejscreen>
  - A web-based mapping tool that provides easy access to demographic information of a selected geographic area. It can be used to plan outreach, enhance geographically based initiatives, community awareness efforts, and grant writing.



## Additional Resources

- **DOJ Video: Breaking down the barriers: translating LEP policy into practice**  
<https://www.justice.gov/crt/videos>
- **DOJ Video: Overcoming Language Barriers**  
<https://www.justice.gov/crt/video/overcoming-language-barriers-creating-language-access-policies>
- **LEP Maps** <https://www.lep.gov/maps/>
- **LEP + Title VI videos** <https://www.lep.gov/video/video.html>
- **Interpretation and Translation**  
[https://www.lep.gov/interp\\_translation/trans\\_interpret.html](https://www.lep.gov/interp_translation/trans_interpret.html)
- **Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency”** <https://www.lep.gov/13166/eo13166.html>
- **RI DMV: “Settlement reached in civil rights complaint against RI DMV for refusing to accommodate LEP”** <http://www.riaclu.org/news/post/settlement-reached-in-civil-rights-complaint-against-ri-dmv-for-refusing-to>
- **DOJ Title VI Legal Manual** <https://www.justice.gov/crt/fcs/T6manual5>



# Angelyne E. Cooper

Legal Counsel/EO Officer

RI Department of Labor and Training

401-462-8897

[Angelyne.cooper@dlt.ri.gov](mailto:Angelyne.cooper@dlt.ri.gov)



# **Attachment 24**



RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

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

Telephone: (401) 462-8000  
TTY: Via RI Relay 711

Gina M. Raimondo  
Governor  
Scott R. Jensen  
Director

[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.

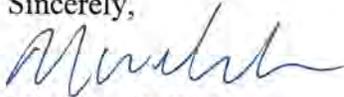
Issue # 4 – Denied Access to State and Federal Additional Benefits by DLT employees

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



## Equal Opportunity is the Law (Spanish)

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

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title 1 of the Workforce Investment Act of 1998 (WIA), 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 a WIA Title 1 financially assisted program or activity.

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

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

### What to do if you believe you have experienced discrimination...

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

The recipient's Equal Opportunity Officer, Department of Labor and Training;

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

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

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with 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 CRC complaint within 30 days of the date on which you received the Notice of Final Action.

### FOR INFORMATION OR TO FILE A COMPLAINT, CONTACT:

#### 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.

[Poster](#) | [Supplement](#) | [Brochure](#) | [Affirmative Action Plan](#) | [Methods of Administration](#) | [Limited English Proficiency Plan](#) | [Language Access Policy](#)

[Labor Market Info](#) | [Temporary Disability/Caregiver](#) | [Unemployment](#) | [Workers' Comp](#) | [Workforce Development](#) | [Workforce Regulation Safety](#)

[RI.gov](#) | [R.I. Government Agencies](#) | [Privacy Policy](#) |



An Official Rhode Island State website. DLT is an equal opportunity employer/program - auxiliary aids and services available upon request. TTY via RI Relay: 711

Select Language   
 Powered by Google Translate

# **Attachment 25**



RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

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

Telephone: (401) 462-8000  
TTY: Via RI Relay 711

Giina M. Raimondo  
Governor  
Scott R. Jensen  
Director



Re: Discrimination Complaint – ADA

Dear [REDACTED]

As noted in the letter sent to you on [REDACTED], the Department of Labor and Training has received your complaint. Please know that we take all complaints very seriously - we are currently reviewing the matter and you will hear from us within 90 days of the date that the complaint was filed.

During this process you have certain rights that I would like to make you aware of.

1. You have a right to be represented by legal counsel (at your expense).
2. You have a right to present evidence to support your claim.
3. You have a right to question those that may present evidence in this matter.
4. You have the right to file a complaint with the Civil Rights Center should you not be satisfied with the agency's decision regarding this matter.

Please contact me should you have any questions.

Sincerely,

Matthew D. Weldon  
EO Officer

## **ADR Process/Procedures**

### **ADR Process**

The EO officer shall inform complainants of the opportunity to participate in the state level ADR process. If the complainant chooses to participate, the complainant shall notify the State WIA Equal Opportunity Officer within five (5) days of receipt of the statement of issues. The State WIA Equal Opportunity 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 State WIA Equal Opportunity Officer.

### **Process if parties fail to reach an agreement under ADR**

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 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 of Labor and Training's decision on the issue and the reasons for the decision or a description of the way the parties resolved the issue. The Notice of Final Action must also include 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 of Labor and Training's final action on the complaint.

### **Breach of ADR Agreement**

If an agreement is reached under ADR but is breached, the party to an agreement reached under the ADR procedure may file a complaint with CRC following the process outlined in 29 CFR 37.76 ( c)(2).

The State Workforce Investment Act's Equal Opportunity Officer, James White, has taken the lead in the development of Rhode Island's Method Of Administration and as such is responsible for developing, implementing, updating and maintaining the Discrimination Complaint Processing Policy and Procedures and assures compliance with 29 CFR Part 37.

The EO officer's name is on the "Equal Opportunity is the Law" notices (posters and signature sheets) and is the initial contact for all WIA Title I complaints.

The EO officer also receives and processes WIA and Wagner-Peyser external complaints from participants/registrants, employees of DLT and the Local Workforce Investment Areas service providers and the public that are making a complaint of discrimination.

Workforce Investment Act Title IIB funding recipients, including the Local Workforce Investment Areas' Administrative entity and WIA Service Providers, and employers, including private-for-profit employers of Workforce Investment Act participants are

required to have complaint procedures in place. In order to meet the complaint processing requirements in the Workforce Investment Act Equal Opportunity and Nondiscrimination Regulations at 29 CFR Part 37.77 recipients of Workforce Investment Act funds including Local Workforce Investment Areas service providers must adopt this complaint procedure alleging violations of any prohibited factor under the equal opportunity and nondiscrimination provisions of the Workforce Investment Act. Adoption of these elements should be noted in personnel handbooks.

### **Mediation as an Alternative Dispute Resolution Process**

The Department of Labor and Training has been designated by the Governor of Rhode Island as the agency to comply with Section 188 of the workforce Investment Act (WIA) and its implementing regulations. In carrying out these duties the Department of Labor and Training conducts both compliance reviews and discrimination complaint investigations.

Mediation is an informal process that is offered as an alternative to the traditional investigative or litigation process. Mediation is a voluntary, strictly confidential, non-adversarial dispute resolution process or conference that allows people who have a dispute to come together to talk and decide for themselves how to end their dispute. The sessions are not tape-recorded or transcribed. Notes taken during the mediation are discarded. Mediation gives the parties the opportunity to discuss the issues raised in the allegation(s), clear up the misunderstandings, determine the underlying interests or concerns, find agreements and to reach a resolution. The decision to mediate is completely voluntary for the complainant. The mediator does not take sides or make decisions for people, but assists the parties in agreeing on a mutually acceptable resolution.

**Mediation Election Form**

I have read the information on the role of the State of Rhode Island's Department of Labor and Training in the equal opportunity and complaint resolution process under the Workforce Investment Act (WIA) including, the offer of Mediation as an alternative to the formal complaint investigation procedure.

Based on the information provided to me, I have voluntarily and freely made the following election with regard to Mediation.

\_\_\_\_\_ **Yes**, I elect to avail myself of the mediation option of complaint resolution. I agree to participate in the mediation efforts led by the Department of Labor and Training's EO Officer and to attempt to settle the issues in dispute between the respondent and me.

\_\_\_\_\_ **No**, I elect not to use mediation as an alternative method of dispute resolution, and request that the formal complaint investigative process begin as soon as this form is received by the Equal Opportunity Officer.

**Please complete the above and return it within five (5) days to:**

Matthew Weldon, EO Officer  
Department of Labor and Training  
1511 Pontiac Avenue  
Cranston, RI 02920

\_\_\_\_\_  
Complainant Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# **Attachment 26**

**Final Monitoring Review Report**

**Senior Community Service Employment Program**

**Monitoring Report for PY 2017 & 2018**



**Issued: March 27, 2019**

**By**

**Rhode Island Department of Labor and Training**

**Division of Workforce Development Services**

**Integrity and Compliance Unit**

The Integrity and Compliance Monitoring Unit (ICU) conducted a statewide participant file review of [REDACTED] based on program year 2017 & 2018. The review consisted of reviewing four files from the RIDLT host agency.

The purpose of the [REDACTED] File Review was to:

- 1.) Determine whether [REDACTED] staff is administering the [REDACTED] program in accordance with the Wagner- Peysers Regulation and 20 CFR 641
- 2.) Provide technical assistance to help [REDACTED] [REDACTED] staff better serve [REDACTED] claimants,
- 3.) Identify effective policies and procedures

This report is outlined as follows:

- Findings
- Areas of Concerns
- Observations per File

#### **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)

#### **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)

## FINDINGS

### **Finding #1: Failure to Provide Informational Materials Relating to Age Discrimination**

*Per Age Discrimination Act of 1975 42 U.S.C. Sections 6101-6107*

It is the purpose of this chapter to prohibit discrimination based on age for programs or activities receiving Federal financial assistance

**Criteria: Per § 641.827 (2) (c)**

*What general nondiscrimination requirements apply to the use of SCSEP funds?*

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.

**Required Action:** [REDACTED] management must ensure either The [REDACTED] Participant & Host Agency Handbook (Rev 2/2018) includes the OAA Section SEC. 623. [Section 4] on age discrimination and the participant should be provided with Age Discrimination material.

This Finding is **RESOLVED. (3/22/19)** Per management, starting Calendar Year 2019, all participants are now receiving the Age Discrimination Fact Sheet.

## PROGRAMMATIC AREAS OF CONCERN

### Area of Concern #1: Incomplete Case Notes

**Recommendation:** Case notes should reflect if the participant was offered and/ or referred to other partners and/or programs within the One-Stop. Case notes should also reflect if the participant declined to enroll in such programs or services. This will ensure the participant is abreast of all opportunities available.

### Areas of Concern #2: Blank Job Sear Forms in Files

All four [REDACTED] files reviewed were found to have blank job search forms and case notes did not explain reason why requirement was not met.

Per [REDACTED] Handbook Revised 2/2018, “The following activity is required:

‘Applying to at least two jobs per week and submitting the work search monthly to your [REDACTED] Counselor (specific job search requirements will be agreed upon during the development of the IEP)’

**Recommendation:** The specific job search requirements should be defined in the State’s [REDACTED] Handbook. Although a job search is not a federal requirement for [REDACTED], it is recommended that job forms are complete and recorded in the files or uploaded to EmployRI. It should be notated when the job search is to begin, for how long and the seeking occupation. This task will ensure that all three parties (participant, host agency and counselor) are aware the participants interest and may be able to provide further assistance such as referrals and recommendations.

**Grantee Response: (3/22/19)** Per management, job searches are only required after the participant has gained the necessary skills to seek and maintained employment. It typically takes on average 4 to 6 months for most participants to be job ready.

### **Area of Concern #3: Incomplete Individual Employment Plan (IEP)**

The IEP lacks a descriptive strategy that includes action steps and timeframe. Also, it is unclear how and when the Host Agency Supervisor receives a copy of the IEP.

In EmployRI, IEP reads “Employment- Customer’s goal is to establish long-term full-time employment by participating in the [REDACTED] training.”

Per the [REDACTED] Participant and Host Agency Handbook, it reads:

#### **INDIVIDUAL EMPLOYMENT PLAN (IEP)**

“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 [REDACTED] 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.”

**Recommendation:** The IEP should include the above information in the participant’s file and should require the host agency site supervisor, participant, and counselor to sign it. At that time all three parties will receive a copy for the participant’s IEP. For example, when reviewing best practices, Massachusetts has a detailed IEP form which includes the following: the overall objective, a minimum of three goals, action steps, training provider, start & end date, completion and a comment section.

**Grantee Response: (3/22/19)** Starting CY 2019, all participants are now receiving a revised IEP. This document includes a long-term goal, part time, full time, host agency, barriers, resources to overcome the barriers, training objectives, start date and review dates, participant’s and counselor’s signature.



4. [REDACTED]

**Areas of Concern:**

The CSA form was incomplete.

Missing Job Duties, Training Duties, CSA Code, and CSA Participant's Job Code (SPARQ)

The following activities 102, 205, and 203 in EmployRI were recorded on the same day the participant was terminated. Per CSA Form, the participant started on 6/8/18 yet the case notes and timesheet indicate 6/11/18. The participant was terminated on 8/2/18.

Per [REDACTED] participant handbook, the initial assessments should be completed after eligibility determinations and before a community service assignment. A case note should indicate the reason as to why the activity was recorded on a later date.

The participant's job title is not listed. Participant was hired as a Program Aide. There is no record of a job description/job duties in EmployRI or in her file. This job description should be aligned with the participant's IEP and goals.

The participant's file was missing a 'Folder Checklist' of the required documentation.

# **Attachment 27**



## Workforce Partnership of Greater Rhode Island

1511 Pontiac Avenue  
Cranston, Rhode Island 02920  
(401) 462-8730 · [www.griworkforce.com](http://www.griworkforce.com)

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### **Local Workforce Development Board Notice: PY17-07 – Change 1**

**Date:** November 13, 2018

**To:** Greater Rhode Island Local Workforce Development Board Area

**From:** Nancy J. Olson, Executive Director  
Steven H. Kitchin, Chairman

**Re:** WIOA Program Policy: Procedure for Filing Grievances/Complaints

**Purpose:**

To provide guidance and instruction to One-Stop Operator for the WPGRI American Job Center (AJC) and all One-Stop Partners regarding the Procedure for Filing Grievances/Complaints regarding the Workforce Innovation and Opportunity Act (WIOA).

**Effective Date:** This policy is effective immediately.

**Reference:** RI WIN15-16; PY18-05: Required Forms and Participant File Organization

**Background:**

This policy provides changes to PY17-07 Procedure for Filing Grievances/Complaints

**Policy:**

One-Stop counselors will provide WIOA participants with the WPGRI 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 related to this policy may be directed to:

Nancy Olson, Executive Director, WPGRI [Nancy.Olson@dlt.ri.gov](mailto:Nancy.Olson@dlt.ri.gov) 401-462-8862

*The Workforce Partnership of Greater Rhode Island serves as the Local Workforce Development Board (LWDB) for thirty-seven of the state's thirty-nine communities (excluding Providence and Cranston). The organization's mission is to provide strategic leadership to meet the current and future human resource needs of Rhode Island's employers and to ensure a well-trained, self-sufficient and adaptable workforce. If you have questions or concerns regarding this policy, please contact Nancy Olson, Executive Director, at (401) 462-8862.*



## WORKFORCE PARTNERSHIP OF GREATER RHODE ISLAND

### 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), WPGRI 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 WPGRI, will be acknowledged within 5 business days. WPGRI will schedule an informal hearing within 15 business days with the complainant/grievant and representative when applicable to attempt to resolve the matter. WPGRI's Executive Director will issue a written decision within 30 days. Grievant/complainants who do not receive a decision from WPGRI 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, Workforce Partnership of Greater Rhode Island  
1511 Pontiac Avenue, Building 72-1  
Cranston, Rhode Island 02920
  4. The WPGI 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 WPGRI 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 at the Workforce Partnership of Greater Rhode Island with the Equal Opportunity (EO) Officer, at the State level with the EO Officer or with the DOL 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>Lauren Moses, Equal Opportunity Officer                      Workforce Partnership of Greater Rhode Island                      1511 Pontiac Avenue, Building 72-1                      Cranston, RI 02920                      401-462-8092 Lauren.Moses@dlt.ri.gov</p> <p>Matthew Weldon, Equal Opportunity Officer                      RI Department of Labor and Training                      1511 Pontiac Avenue, Building 73-2                      Cranston, RI 02920                      401-462-8150 Matthew.Weldon@dlt.ri.gov</p>
<p>You also have the right to file a formal complaint with a Federal Agency</p>	
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>

# **Attachment 28**

## 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, as well as disability business enterprises, to participate in our state's procurement activities.

# **Attachment 29**

# TITLE 42

## State Affairs and Government

### CHAPTER 42-102

#### Governor's Workforce Board Rhode Island

##### SECTION 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.)

# **Attachment 30**

**Final Monitoring Review Report  
Of  
RESEA Program Engagement  
CY 2017 & CY 2018**



**Issued: July 16, 2018**

**By**

**Rhode Island Department of Labor and Training  
Division of Workforce Development Services  
Integrity and Compliance Unit**

## 2017-2018 Final RESEA Monitoring Report

The Integrity and Compliance Monitoring Unit (ICU) conducted a statewide programmatic review of RESEA based on calendar year 2017 and calendar year 2018 throughout the month of May and June 2018. The review consisted of:

- Onsite Monitoring of all four American Job Centers respectively:
  - 1.) Woonsocket netWORKri.
  - 2.) Providence netWORKri
  - 3.) West Warwick netWORKri
  - 4.) Wakefield netWORKri
  
- Observing 2018 RESEA Initial Appointments and Follow-up Appointments
- A Documentation Review of 2018 file records
- A Documentation Review of 2017 file records
- Monitoring the RESEA staff responsibilities
- Monitoring RESEA policies and procedures

The purpose of the RESEA Statewide Program Review was to:

- 1.) Determine whether RIDLT RESEA staff is administering the RESEA program in accordance with the UI and Wagner- Peyser Regulations,
- 2.) Provide technical assistance to help RIDLT RESEA staff better serve RESEA claimants,
- 3.) Identify effective policies and procedures

This report is outlined as follows:

- The Initial RESEA programmatic findings and areas of concern observed in May 2018,
- The Follow-Up RESEA programmatic findings and areas of concern observed in May 2018 in all the American Job Centers (AJCs),
- Individual Observations per American Job Center (AJC)

**INITIAL RESEA: PROGRAMMATIC FINDINGS FOR ALL AMERICAN JOB CENTERS:**

**Finding #1: Limited English Proficient (LEP) claimants do not receive all required RESEA services including translation and interpretation services at their time of the appointment.**

**Criteria:** *Per Advisory: Unemployment Insurance Program Letter (UIPL) No. 3-17, page 4, "States are strongly encouraged to take actions that will increase the number of completed RESEAs such as:*

- *Providing translated call-in letters and other RESEA related documentation to assist limited English proficient claimants understand program requirements and benefits.*

**Required Action:** RESEA related documentation to assist Limited English proficient claimants must be translated to ensure claimants understand and comply with program requirements. Examples would include the PowerPoint presentation and the customer's RESEA orientation folder.

The current UI mandatory letter advising that RESEA program participation is mandatory should be revised to include if the claimant requires interpretation services to please contact the netWORKri ahead of time. Currently the UI letter states, "If you require an interpreter, please bring one with you to this orientation."

RIDLT RESEA management must ensure RESEA staff provide an interpreter for claimants that are not English proficient during the Initial and Follow-up services.

***netWORKri offices with Finding #1: Woonsocket, Providence***

**Finding #2: Lack of Information to AJC Services**

**Criteria:** *Per Advisory: Unemployment Insurance Program Letter (UIPL) No. 3-17, page 7,*

**Required RESEA Services.** *Each RESEA must include the following minimum components to serve the needs of the claimant:*

- *UI eligibility assessment and referral to adjudication, as appropriate, if an issue or potential issue(s) is identified;*
- *Requirement for the claimant to report to an AJC;*
- ***Orientation to AJC services;***
- *The provision of labor market and career information that addresses the claimant's specific needs;*
- *Registration with the state's job bank;*
- *Enrollment in Wagner-Peyser-funded Employment Services;*
- *Development or revision of an individual re-employment plan that includes work search activities, accessing services provided through an AJC or using self-service tools, and/or approved training to which the claimant acknowledges agreement; and*
- *Provision of at least one additional career service, such as:*
  - *Referrals and coordination with other workforce activities, including the*

- WIOA Dislocated Worker Program;*
- o *Labor Exchange, including information about in-demand industries and occupations and/or job search assistance;*
- o *Information about the availability of supportive services;*
- o *Information and assistance with financial aid resources outside of those provided by WIOA;*
- o *Financial literacy services; and*
- o *Career readiness activities, including assistance with resume writing and/or interviewing.*

**Required Action:** RESEA management must revise orientation materials to include information about all the AJC partners/services and ensure staff provide the information to participants. Although the PowerPoint contains some information, RESEA staff must orient the customer. Providing this orientation of all AJC partners and services will integrate the RESEA program with WIOA and Wagner-Peysner-funded activities.

***netWORKri offices with Finding #2: Providence & Wakefield***

**Finding #3: Lack of Occupation Specific Mock Interviews at the appointments.**

**Criteria:** Per Advisory: *Unemployment Insurance Program Letter No. 3-17 (UIPL)*, “A Required RESEA Service must include the following component to serve the needs of the claimant:

- *Provision of at least one additional career service, such as:*
  - o *Referrals and coordination with other workforce activities, including the WIOA Dislocated Worker Program;*
  - o *Labor Exchange, including information about in-demand industries and occupations and/or job search assistance;*
  - o *Information about the availability of supportive services;*
  - o *Information and assistance with financial aid resources outside of those provided by WIOA;*
  - o *Financial literacy services; and*
  - o ***Career readiness activities, including assistance with resume writing and/or interviewing.***

*Per RESEA Process 2017, management indicated mock interviews to be a requirement in their policy and procedures.*

**Required Action:** RESEA managers must ensure counselors offer occupation specific mock interviews during the Initial RESEA orientation. RESEA staff should just not be printing the interview questions to take home for practice, but also be providing a conversational exercise to resemble a real interview as closely as possible.

***netWORKri offices with Finding #3: Woonsocket, Providence, West Warwick, Wakefield***

**Finding #4: Occupation Specific Job Matches were not provided to the claimant at the Initial orientation.**

**Criteria:** *Effective as of 2017 Memorandum of Understanding (MOU) #11, “WD staff will provide staff-assisted job matches at both initial orientation and thirty-day follow-up.”*

*Also, per RESEA Process 2017, management indicated occupation specific job matches to be a requirement in their policy and procedures.*

**Required Action:** RIDLT RESEA staff must provide a customized job match to the claimant for re-employment services during the Initial RESEA appointment.

*netWORKri offices with Finding #4: Woonsocket, Providence, West Warwick, Wakefield*

**Finding #5: Although resume critiques are briefly offered, the intent of the required service lacks a standardized policy and procedure that includes the federal requirement of resume writing assistance.**

**Criteria:** *Per Advisory: Unemployment Insurance Program Letter (UIPL) No. 3-17, page 7,*

**Required RESEA Services.** *Each RESEA must include the following minimum components to serve the needs of the claimant:*

- *UI eligibility assessment and referral to adjudication, as appropriate, if an issue or potential issue(s) is identified;*
- *Requirement for the claimant to report to an AJC;*
- *Orientation to AJC services;*
- *The provision of labor market and career information that addresses the claimant's specific needs;*
- *Registration with the state's job bank;*
- *Enrollment in Wagner-Peyser-funded Employment Services;*
- *Development or revision of an individual re-employment plan that includes work search activities, accessing services provided through an AJC or using self-service tools, and/or approved training to which the claimant acknowledges agreement; and*
- *Provision of at least one additional career service, such as:*
  - *Referrals and coordination with other workforce activities, including the WIOA Dislocated Worker Program;*
  - *Labor Exchange, including information about in-demand industries and occupations and/or job search assistance;*
  - *Information about the availability of supportive services;*
  - *Information and assistance with financial aid resources outside of those provided by WIOA;*
  - *Financial literacy services; and*
  - ***Career readiness activities, including assistance with resume writing and/or interviewing.***

**Required Action:** RIDLT RESEA management must implement a new and effective policy and procedure addressing resume writing to meet the federal requirement. When RESEA staff meet

with claimants who have never created a resume, RESEA staff should have a standardized procedure to provide participants with additional service during the orientation, such as resume writing. Emailing templates or preparing a resume after the initial orientation does not ensure the claimant will have a resume available to start searching for work to comply with their 30-day work search.

*netWORKri offices with Finding#5: Woonsocket, Providence, West Warwick, Wakefield*

**Finding #6: Individualized Employment Plans (IEPs) were not created during the Initial RESEA.**

**Criteria:** *Effective as of RESEA Process 2017, management indicated individual employment plans were a requirement.*

**Required Action:** RIDLT RESEA management must ensure RESEA staff develops an Individual Employment Plan (IEP) as outlined in their RESEA process for all RESEA claimants during the initial orientation.

*netWORKri offices with Finding #6: West Warwick*

**PROGRAMMATIC AREAS OF CONCERN FOR ALL AMERICAN JOB CENTERS:**

**Areas of Concern 1:**

The Initial RESEA should have an appropriate and welcoming introduction before customers are assisted one-on-one. Currently, RESEA claimants wait in the resource area with a waiting time of 15-20 minutes with no RESEA staff acknowledging they are waiting.

**Areas of Concern 2:**

The majority of the Labor Market Information is derived from the O'Net Online. Claimants should also be able to learn how to research information about their current occupation using the State's MIS System, EmployRI.

**Areas of Concern 3:**

Currently, all policy changes and/or revisions to the RESEA program are disseminated to all RESEA staff via a memo. Some AJC managers and RESEA staff allege meeting information is not received in the event of an absence. RESEA management should ensure all information is communicated to all levels of staff.

**Areas of Concern 4:**

The length of the appointment time of the Initial RESEAs is an area of concern. Every netWORKri has a different delivery mode and delivery timing in their initial orientation. If RESEA staff are unavailable, the timing and delivery will also vary, resulting in inconsistent services.

ON-SITE MONITORING OBSERVATIONS PER INDIVIDUAL AMERICAN JOB CENTER  
(AJC)

WOONSOCKET netWORKri

**Area of Concern 1:**

- EmployRI case notes are not individualized to tell the claimant's whole story. For example, participants do not receive all the required information that is entered into the initial orientation case note template, and yet case note templates were selected.

**Area of Concern 2:**

- No Evidence of a UI Fraud Flyer in the Initial Orientation Folder. Management indicated UI Fraud Flyers should be included in the orientation folders.

**Area of Concern 3:**

- The RESEA Job Search Report Sample is not required by program policy. Management indicated that the RESEA Job Search Report Sample should be included in the orientation folder.

**Area of Concern 4:**

- The Initial Orientation Material needs to be presented in a way that allows the claimants to ask questions. A lot of information is presented and claimants need to fully understand the services and requirements. Individuals should be allowed to log into their accounts in the resource room, so that they can get the "hands-on" experience, i.e. work on resumes, the virtual recruiter, and their personal and skills assessments profile.

PROVIDENCE netWORKri

**Area of Concern 1:**

- EmployRI case notes are not individualized to tell the claimant's whole story. For example, participants do not receive all the required information that is entered into the initial orientation case note template, and yet case note templates were selected.

**Area of Concern 2:**

- No evidence of a RESEA Job Search Report Sample. Management indicated that the RESEA Job Search Report Sample should be included in the orientation folder. It was indicated during the meeting and process for 2017 that a sample should be include in the program procedures. RESEA staff should include a sample of a job search to avoid incomplete job searches.

**Area of Concern 3:**

- The Initial Orientation Material needs to be presented in a way that allows the claimants to ask questions. A lot of information is presented and claimants need to fully understand the services and requirements. Individuals should be allowed to log into their accounts in the resource room, so that they can get the "hands-on" experience, i.e. work on resumes, the virtual recruiter, and their personal and skills assessments profile.

WEST WARWICK netWORKri

**Area of Concern 1:**

- One counselor is not providing all the required services.

**Area of Concern 2:**

Resume Critiques between the counselor and the claimants were not conducted during the appointment. Counselor offered to assist with the resumes after the appointments.

WAKEFIELD netWORKri

**Area of Concern 1:**

- Staff absenteeism is affecting program delivery. Participants are not receiving all the required RESEA services. A new policy and procedure should be developed to ensure RESEA staff coverage is met at the Wakefield office. The new policy should specify the new staff coverage plan.

**Area of Concern 2:**

- EmployRI case notes are not individualized to tell the claimant's full story. For example, participants sometimes do not receive all the required services that is entered into the initial orientation case note template since they have appointments scheduled every half hour and yet the case notes will still be copied with no changes.

**Area of Concern 3:**

- Due to the EmployRI system being down on 5/31/18, the following services were not provided to all RESEA claimants scheduled to come in on that day: Labor Market Information (LMI), A Job Match, Resume Services, An Occupation Specific Mock Interview, and case notes. RESEA management should implement a new policy and procedure to address specific next steps to take when the State's MIS is down.

**FOLLOW UP: PROGRAMMATIC FINDINGS FOR ALL AMERICAN JOB CENTERS:**

**Finding #1: Lack of resume writing at the RESEA Follow-Up with the claimant when the claimant had an incomplete resume. The follow-up appointment mostly consisted of a brief critique.**

**Criteria:** *Per Advisory: Unemployment Insurance Program Letter (UIPL) No. 3-17, page 7,*

**Required RESEA Services.** *Each RESEA must include the following minimum components to serve the needs of the claimant:*

- *UI eligibility assessment and referral to adjudication, as appropriate, if an issue or potential issue(s) is identified;*
- *Requirement for the claimant to report to an AJC;*
- *Orientation to AJC services;*
- *The provision of labor market and career information that addresses the claimant's specific needs;*
- *Registration with the state's job bank;*
- *Enrollment in Wagner-Peyser-funded Employment Services;*
- *Development or revision of an individual re-employment plan that includes work search activities, accessing services provided through an AJC or using self-service tools, and/or approved training to which the claimant acknowledges agreement; and*
- *Provision of at least one additional career service, such as:*
  - *Referrals and coordination with other workforce activities, including the WIOA Dislocated Worker Program;*
  - *Labor Exchange, including information about in-demand industries and occupations and/or job search assistance;*
  - *Information about the availability of supportive services;*
  - *Information and assistance with financial aid resources outside of those provided by WIOA;*
  - *Financial literacy services; and*
  - ***Career readiness activities, including assistance with resume writing and/or interviewing.***

**Required Action:** RIDLT RESEA management must ensure program policies and procedures are followed during the follow-up appointment. All RESEA participants must have a complete resume before the conclusion of the program.

***netWORKri offices with Finding#1: Woonsocket, Providence, West Warwick, Wakefield***

**Finding #2: Occupation Specific Job Matches were not provided to the claimant at the Follow-Up appointment.**

**Criteria:** *Effective as of 2017 Memorandum of Understanding (MOU) #11, “WD staff will provide staff-assisted job matches at both initial orientation and thirty-day follow-up.”*

*Also, per RESEA Process 2017, Management indicated occupation specific job matches to be a requirement in their policy and procedures.*

**Required Action:** RESEA staff must provide a customized job match to the claimant.

*netWORKri offices with Finding #3: Woonsocket, Providence, West Warwick, Wakefield*

**PROGRAMMATIC AREAS OF CONCERN FOR ALL AMERICAN JOB CENTERS:**

**Area of Concern 1:**

The 30-day job search is occasionally incomplete. Therefore, since some are incomplete, and the counselor is not catching this, detection notices are not being sent. For example: The title of the position, the pay rate of the position and the contact person for the position is missing.

**Area of Concern 2:**

The length of the appointment time of the Follow-Up RESEA is an area of concern. Every netWORKri and counselor has a different delivery mode and delivery timing in their follow-up. In Woonsocket, an RESEA Follow-Up can be a half hour assessment yet in the other offices, it may be a fifteen-minute appointment. Claimants that have not entered employment will need job search assistance at this appointment. Therefore, fifteen (15) minutes does not seem to be enough time to assist an individual in finding a job.