



## Local Policies – Administration and Governance

### Service Provider Transition

#### Effective Date

3/4/2024

#### Purpose

This policy outlines the procedures and guidelines for the transition of Workforce Innovation and Opportunity Act (WIOA) Title I Service Provider use by Northeast Iowa Workforce Development Board (NEIWDB). This policy aims to ensure a seamless transfer of services, minimize disruption of services for active participants, and maintain compliance with federal and state regulations.

#### Policy

##### **Notification and Planning:**

The task of formulating communication content targeting partners, committee members, board members, Chief Elected Officials, stakeholders, and participants lies within the purview of the Northeast Iowa Workforce Development Board (NEIWDB). All communications aimed at active participants are required to be officially recorded within the IowaWORKS system for documentation purposes.

##### **Participant Communication:**

To ensure a smooth transition of service providers, the Northeast Iowa Workforce Development Board (NEIWDB) is committed to implementing a thorough communication plan directed towards informing participants of the impending change. This plan will not only strive to address any concerns raised by participants but also establish effective mechanisms for collecting and incorporating their valuable feedback.

Our primary objective is to minimize any potential disruption in services for active participants throughout this transition period. To uphold transparency and accountability, all communication activities will be documented in the IowaWORKS system. This approach aims to foster a collaborative and supportive environment during this transitional phase.

##### **Procurement:**

The Northeast Iowa Workforce Development Board (NEIWDB) is committed to adhering to current procurement policies outlined in local, state, and federal procurement regulations as it embarks on the process of appointing a new Service Provider. The procurement procedures will encompass the formulation of a comprehensive Request for Proposals (RFP), the establishment of meticulous evaluation criteria, and the establishment of a selection and review committee. Please reference Northeast Iowa's Procurement Policy for additional information.

##### **Transition Timeline:**

The Northeast Iowa Workforce Development Board (NEIWDB) will establish a detailed timeline outlining key milestones and deadlines throughout the transition period. These milestones are crucial events that



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mark progress in the process, ensuring a structured and organized transition. The commitment to specific deadlines further emphasizes the board's focus on efficient planning and execution. The current service provider will continue offering services until the end of the contract, and the NEIWDB aims to initiate services by the new provider seamlessly. The transition period is intricately designed to minimize disruptions for participants relying on workforce development services. Moreover, the board underscores its commitment to a smooth handover of responsibilities, signifying a clear transfer of duties, information, and resources to maintain the quality and availability of services throughout the transition.

Overall, this transition timeline is designed to uphold service continuity, meet defined milestones, and facilitate a seamless transfer of responsibilities for effective and uninterrupted workforce development service delivery.

The timeline will be shared with all parties involved in the process including but not limited to partners, local board members, Chief Elected Officials, and key stakeholders.

### **Transfer of Participant Records:**

The IowaWORKS system serves as the primary repository for participant files, ensuring accessibility, accuracy, and regular utilization. Outgoing service providers are required to guarantee the currency and completeness of all active WIOA participant files within the system. In cases where paper records related to active or exited participants are not accessible through the IowaWORKS system, they must be physically located within the designated AJC by a specified date, as determined by the LWDB.

### *Data Security and Confidentiality:*

During the transfer process of participant files, utmost attention must be given to data security and confidentiality. All outgoing service providers are obligated to implement robust measures to safeguard sensitive information. This includes but is not limited to, personal details, employment history, and any other confidential information pertaining to the participants. Encryption protocols, secure channels, and restricted access should be enforced to prevent unauthorized disclosure or data breaches.

### *File Integrity and Accuracy:*

Service providers are responsible for ensuring the integrity and accuracy of participant files within the IowaWORKS system. Regular audits and quality checks should be conducted to identify and rectify any discrepancies or inaccuracies promptly. Any updates, changes, or additions to participant information must be promptly reflected in the IowaWORKS system to maintain the reliability of the data.

### **Monitoring and Evaluation:**

The Northeast Iowa Workforce Development Board (NEIWDB) and its dedicated board staff will actively engage in the ongoing supervision and oversight of the entire transition process. Their primary focus will be to guarantee strict adherence to both federal and state regulations governing workforce development initiatives. This monitoring and evaluation function encompasses a comprehensive review of the transition's various elements, ensuring that all actions and procedures align with the stipulated legal and



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regulatory frameworks. Through this vigilant oversight, the NEIWDB aims to uphold the integrity of the transition process and foster a seamless transition that meets the required compliance standards.

### **Interim Service Provider Services:**

It is acknowledged that during the transition from the conclusion of one Title I service provider contract to the start of a new one, there may be a period where no specific service provider is assigned. To safeguard the continuous provision of Title I services and prevent any disruptions, alternative partner programs may be engaged temporarily. The NEIWDB holds the responsibility of guaranteeing the uninterrupted delivery of Title I services. To avert service interruptions, staff from other partner programs may be called upon to temporarily assume the role of Title I service providers.

In situations where the assistance of another partner program is sought, the NEIWDB will collaborate with those staff members, ensuring they undergo proper training and onboarding processes to effectively fulfill the responsibilities associated with Title I services. The NEIWDB, in conjunction with IWD, will oversee the training procedures. The NEIWDB Executive Director and board staff will take charge of disseminating comprehensive transition guidance to all involved parties, including the services provider undergoing the transition and the partner staff temporarily involved in delivering Title I services. Effective communication is pivotal to ensure alignment among all stakeholders and to guarantee the continued provision of services to customers during this transitional phase.

### **Role of Fiscal Agent During Transition:**

In order to prevent any disruptions, the Northeast Iowa Workforce Development Board may designate the Fiscal Agent to assume the responsibility of processing payments to participants and/or service providers engaged in delivering essential services to customers. These payments encompass various reimbursements, such as those associated with participant and training services, including supportive services, among others.

The authorization for this arrangement may be granted by the Finance Committee, with the final approval resting either with the Executive Committee or the full board, depending on which is achieved first. If the Fiscal Agent takes on this role, they will bear responsibility for furnishing the Finance Committee with a comprehensive ledger detailing the payments made, accompanied by the necessary documentation substantiating these payments. This proactive measure ensures financial transparency and accountability during the transitional period. The Fiscal Agent will follow all local, state, and federal policies and guidelines. A separate contract will be established in this situation.

### **Role of Employer of Record During Transition:**

In order to prevent any potential disruptions, the Northeast Iowa Workforce Development Board has the authority to assign the Employer of Record the responsibility of serving as the official employer for participants engaged in services that involve paid wages, such as Work Experience Programs (WEPs). The authorization for this arrangement may be granted by the Finance Committee, with the final approval resting either with the Executive Committee or the full board, depending on which is achieved first. The



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Employer of Record is expected to adhere diligently to all pertinent local, state, and federal policies and guidelines governing these specific circumstances. This strategic measure is implemented to ensure a smooth and uninterrupted provision of services, maintaining compliance with established regulations throughout the transition period. A separate contract will be established in this situation.

### Northeast Iowa Service Provider Transition Guidance:

For existing WIOA Title I service providers who will no longer provide services, this document provides guidance and instructions regarding the transition. This document will be provided by the Northeast Iowa Workforce Development Board with oversight by the NEIWDB Executive Director. This document aims to ensure a smooth and organized transition, minimizing disruptions to both service providers and the customers they serve, while adhering to WIOA regulations and compliance standards. It is crucial for all parties involved to follow the outlined guidelines to facilitate an effective and seamless transition process. This transition guidance may be adjusted at any time during the transition period.

Sample Service Provider Transition Guidance:

#### I. Case Files (paper/electronic access):

- a. Outgoing service providers must ensure that all active WIOA participant files are located at the designated AJC no later than *(date specified)*. QA must verify all exited files are located at the designated AJC no later than *(date specified)*.

LWDA	Current Service Provider	AJC to receive files	Contact person at AJC	Location for Required Documents
Northeast Iowa		Waterloo, Mason City, Dubuque, and Decorah	List Names of Current Operations Managers at each AJC	Be specific

- b. Outgoing service providers must ensure that all inactive WIOA participant files are located at the designated AJC no later than *(date specified)*. These files should be alphabetized, boxed neatly, and clearly marked as “inactive.” (Use table above for reference).
- c. A list of all participant files accounted for must be provided to the LWDB by *(date specified)*.
- d. All files must be in a locked room not accessible to others in the office. Location of files must be placed in the designated area mentioned above.
- e. Outgoing service providers must provide a comprehensive list in an Excel spreadsheet of all financial information relative to active participants. This includes but is not limited to – obligations, expenses, anticipated expenses which includes supportive services and needs based payments, etc. Any tracking documents or mechanisms that can provide detail needed for the next service provider to continue services with no interruption for participants. This information must include, at a minimum, - participant name, participant id number, amounts obligated, reason for obligation (OJT, OST, WEP, TRN, etc.), type of funding (Adult, DW, Youth, NDWG, etc.), anticipated date. This list must be provided no later than *(date specified)*, noon (CDT), to the LWDB. *(Spreadsheet is provided)*.
- f. Any obligations not on the above list must be directed to board staff.
- g. IowaWORKS Data/Case Management System-
  - i. All service provider staff with access to the IowaWORKS Data/Case Management System will ensure all participant files are complete and up to date by *(date specified)*, 4:30 p.m. (CDT).
  - ii. As of *(date specified)*, 4:30 p.m. (CDT), all outgoing service provider staff with access to the IowaWORKS system and related systems will have their access revoked, including LMS.

#### II. Records retention:



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Subrecipient shall retain all records pertinent to this Agreement, including financial, statistical, property, participant (including intake and placement information), and supporting documentation. Subrecipient agrees to retain all its records, books, papers, or documents related to this agreement for a period of not less than five (5) years after the expiration of this agreement. The aforementioned records will be retained beyond five (5) years if any litigation, audit, finding of a questioned cost (either an independent, State or Federal audit) is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until otherwise instructed by the Fiscal Agent or LWDB.

### III. **Local and State Monitoring:**

- a. The LWDB recognizes the importance of addressing outstanding monitoring findings to ensure the integrity and effectiveness of the WIOA Title I program for current and future participants. We are fully committed to resolving these issues transparently and collaboratively during this transition period.
- b. Any pending monitoring reports require a response by the specified date detailed within the report. Acknowledging the contract's termination, the LWDB recognizes that a Corrective Action Plan cannot be formulated and enforced, given the impending conclusion of the contract. The LWDB is committed to offering assistance in crafting the necessary language for addressing these matters.
- c. The LWDB expects that the Title I service provider will furnish the necessary updated documentation to address and resolve any findings highlighted in the monitoring reports.
- d. Any questioned costs must be resolved and will follow Section 9 of the contract (referenced below).

It is agreed and understood by and between the parties that any funds expended by SUBRECIPIENT in violation of said standards, principles, policies, or the provisions of this Agreement or WIOA are disallowable. In the event that such disallowable expenditures are deemed to have been reimbursed, LWDB/Fiscal Agent shall upon written notification to SUBRECIPIENT request adjustment or repayment of such disallowed expenditures. SUBRECIPIENT shall make such adjustment or repayment within thirty (30) days from receipt of said notification. Funds declared to be provided for ineligible participants or ineligible services to participants will be returned to the Fiscal Agent/LWDB within thirty (30) days of determination and request for payment. The Fiscal Agent may withhold any payments to the SUBRECIPIENT for the purposes of set-off until such time as any disallowed cost is repaid.

### IV. **Grant Close Out:**

Subrecipient shall submit a Final Closeout Report no later than forty-five (45) days after the end of grant or Agreement period, in such form as designated by the LWDB and/or Iowa Workforce Development (IWD). The LWDB/IWD shall not be liable for any costs which have not been billed to the LWDB within forty-five (45) days after the agreement period has expired. The Fiscal Agent/LWDB agrees to provide subrecipient with the final closeout reporting format within sixty (60) days of the date the report is due. The LWDB may withhold reimbursement for the final monthly expenditure report until the Final Closeout Report is submitted, and all outstanding services are performed.

- a. The Fiscal Agent/LWDB may withhold reimbursement until all invoices have been reconciled and are accurate with all supporting documentation provided.
- b. The Finance Committee must give final approval before invoices are reimbursed.

### V. **Leases:**

- a. IWD Premises will review and address sub-leases per location.

### VI. **Property/ equipment:**

All property and equipment purchased for the administration of this Agreement or transferred to Subrecipient belongs to the LWDB and shall continue to be the property of the LWDB when the agreement terminates and shall not be used for any purpose other than to provide the services covered under this agreement unless it has the express written consent of the LWDB. The purchase of any such property shall be included in Subrecipient's monthly report. Upon termination of this agreement or at the end of the agreement period the Subrecipient shall either return to the LWDB within thirty (30) days, all property furnished to the Subrecipient or property which was purchased with funds under WIOA or request in writing approval from the LWDB to dispose of said property.



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The Subrecipient agrees to maintain careful accountability of all WIOA purchased non-expendable property (property with a life expectancy of one year or more and a unit cost of \$500.00 or more) and to maintain an inventory of all properties acquired with WIOA funds, to be inventoried annually. Acquisition of non-expendable property with a unit cost of \$1,500.00 or more must be approved by the LWDB, prior to the purchase. Additionally, equipment with an original acquisition cost of \$50.00 and up that also has a serial number should be kept on the inventory software. Examples of which equipment that may include are PC's, terminals, laptops, printers, servers, control units, hubs, modems, routers, external tape backup units, convenience bases, external CD ROM drives, external hard drives, scanners, etc. Any disposal of WIOA property must be according to applicable federal, state, and local disposal procedures. Any revenues derived from the sale of property purchased with WIOA funds must be used in WIOA service delivery for the program(s) which funded the original purchase.

OMB Circular 2 CFR 200.313

- a. Any equipment purchased with WIOA funds that is still operable belongs to the program and must be surrendered by the outgoing provider.
- b. Each outgoing service provider must supply an inventory list to the LWDB by *(date specified)*, which identifies equipment to be surrendered, location of equipment as well as any necessary passwords and login information.
- c. All equipment must be delivered to the designated AJC (if not already located at an AJC) no later than *(date specified)* at 4:30 p.m. (CDT). Use table located on page one to determine appropriate AJC location.

### VII. **Audit:**

The Subrecipient shall, at any time and as often as the Fiscal Agent, LWDB, Chief Elected Officials (CEOs), State of Iowa, the Comptroller General of the United States and/or any of their duly authorized representatives may deem necessary, make available for examination all its records and data that pertain to work performed under this Agreement for the purpose of making audits, examinations, excerpts, transcriptions, and photocopies. Access includes any books, documents, papers, or records, including computer records, of any contractor or subcontractor, which are directly pertinent to charges made under this Agreement. Rights shall also include timely and reasonable access to personnel for the purpose of making audits, examinations, excerpts, transcriptions, interviews, and discussions related to such documents. The Fiscal Agent or LWDB, where practical, will provide Subrecipient with a minimum 72-hour notice for regularly scheduled audit or inspection and a 24-hours' notice of any emergency audit or inspection.

### VIII. **Creative Common License:**

Intellectual Property- Upon acceptance of LWDB/IWD of any intellectual property created as part of Subrecipient or subcontractor performance of this Agreement, that property shall become the exclusive property of LWDB/IWD, free from any claim, lien or interest in the intellectual property, and Subrecipient or subcontractor shall not have any right to disclose or use any portion of an intellectual property created and delivered pursuant to this Agreement. This Agreement shall cover works made for hire and LWDB/IWD shall have exclusive right to reproduce, modify, distribute, display, perform, or license the works. Where federal funds are involved, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant and (b) any rights of copyright to which a grantee, sub-recipients or a contractor purchase ownership with grant support, as set forth in Federal Register-OMB 2 CFR Chapter II, Part 200 (OMNI Circular).

### IX. **Referrals**

- a. Referrals being made directly to Title I should still be met with by Career Planners and eligibility should be completed.
- b. Co-enrollment to other partners should be utilized in order to leverage additional resources and support for participants. Collaborative efforts can enhance the range of services available without solely relying on Title I funding. Diversifying funding streams can help expand the resources available for participant support.
- c. The referrals that are coming in outside of the referral process already in place should be tracked with a spreadsheet and updated and shared with board staff weekly (every Friday) until the contract end date. Spreadsheet is provided with required information.



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- X. **Communication to Wagner-Peyser Staff Assisting During the Transition (if utilized)**
  - a. The LWDB requires that current Title I staff members plan to communicate with the Wagner Peyser staff located at the AJC that have been assigned to assist current participants beyond *(date specified)*.
  - b. Please complete the Participant Overview spreadsheet and share directly with the LWDB no later than *(date specified)* or last date of employment whatever comes first.
  - c. Wagner Peyser staff assigned to assist are as follows:
    - i. Decorah-
    - ii. Dubuque-
    - iii. Mason City-
    - iv. Waterloo-
- XI. **Communication to existing participants:**
  - a. Outgoing providers must communicate in writing (email is acceptable) to each active participant as well as participants receiving follow-up services regarding the transition of services providers.
    - i. Email language will be provided by board staff to be sent to all active participants including those that are in follow-up. The email must come from the Career Planner and cc: Title I Director. A copy of the email should be case noted in the IowaWORKS system. The Career Planner should be responsible for documenting in the IowaWORKS system. The email should be sent out and documented no later than *(date specified)*.
    - ii. Regular communication will be consistently delivered throughout the transition period. All pertinent information will be disseminated exclusively by the Northeast Iowa Workforce Development Board (NEIWDB).

### Procedures

Describe the intent and objective of this policy.