

Connecting Employers to a Ready Workforce

13. A description of how the Local Board will coordinate workforce investment activities carried out under this title in the local area with the provision of adult education and literacy activities under title II in the local area, including a description of how the Board will carry out, consistent with subparagraphs (A) and (B)(i) of section 107(d)(11) and section 232, the review of local applications submitted under title II;

Through a One-Stop Delivery System MOU and resource sharing agreement, collaborative roles and responsibilities shall be identified outlining coordinated workforce development services and education and literacy activities to include leveraging of WIOA Title I funds and resources with those of Adult Education & Family Literacy (WIOA Title II). Such coordination shall include, but are not limited to the following:

- Co-location of Title I and Title II services where possible in order to reduce the cost of buildings and route more funds to direct client services.
- Supporting the educational and skill achievement of parents and family members to participate in the educational development of their children and improve economic opportunities for family. This initiative will be highlighted in WC's Two-Generation Strategy.
- Assist immigrants and English learners in improving their English and math proficiency and understanding the rights and responsibilities of citizenship.
- Assist incarcerated individuals in strengthening their knowledge and skills to promote successful re-entry into society.

Workforce development activities shall be coordinated with local area education and training providers, including the providers or sub-recipients of adult education and literacy activities under Title II and Carl Perkins (Career and Technical Education). In addition, and in order to avoid duplication of services, WC will participate in the Request for Proposals (RFP) evaluation process for WIOA Title II providers, and vice versa. The OSCC and One-Stop affiliate sites will provide opportunities for WIOA Title II provider staff to be co-located within their respective geographic offices.

In order to improve the geographical footprint and provide more access points, WC is pursuing partnerships with local government agencies that will provide no-cost facilities. This will allow us to open more One-Stop Centers and/or affiliate sites.



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14. A description of the replicated cooperative agreements (as defined in section 107(d)(11) between the Local Board or other local entities described in section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29 U.S.C 721(a)(11)(B)) and the local office of a designated State agency or designated State unit administering programs carried out under title I of such Act (29 U.S.C. 720 et seq.) (other than section 112 or part C of that title (29 U.S.C. 732, 741) and subject to section 121(f) in accordance with section 101(a)(11) of such Act (29 U.S.C. 721(a)(11)) with respect to efforts that will enhance the provision of services to individuals with disabilities and to other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination;

Individuals with disabilities shall be provided employment and training services so that they may prepare themselves for, and engage in, competitive integrated employment consistent with their unique strengths, priorities, concerns, abilities, capabilities, and interests with an informed choice. Through this comprehensive workforce development plan, individuals with disabilities will be assured to receive services they need to reach their full potential with gainful employment and training services.

WC partners with WIOA Title IV (Vocational Rehabilitation), which is already colocated at the comprehensive OSCC, in the following ways:

- Cross training of core partner staff to ensure a high level of service to people with disabilities
- Placement of people with disabilities through business engagement activities
- Representation on the WC Board, committees and advisory panels representing special populations

# 15. An identification of the entity responsible for the disbursal of grant funds described in section 107(d)(12)(B)(i)(III), as determined by the chief elected official or the Governor under section 107(d)(12)(B)(i);

WC is designated by the Governor as the administrative entity for the SNWDA. Attached to this plan is a letter dated September 14, 2015, from Governor Brian Sandoval to Clark County Commissioner Lawrence Weekly, Chair of the Chief Local Elected Officials Consortium (see Attachment D).



## 16. A description of the competitive process to be used to award the sub grants and contracts in the local area for activities carried out under this title;

WC and its sub-recipients, contractors and subcontractors are required to comply with established procedures / guidelines regarding procurement and acquisitions for goods and services. WC is also required to comply with:

- Any specific Federal and State award requirements outlined in grant agreements
- State and Local Board inter-local agreements
- Federal, State or local guidance, such as Training and Employment Guidance Letters (TEGLs) issued by the DOL, Employment and Training Administration (ETA) as they relate to funds passed through by the State
- Any programmatic or statutory Federal or State requirements, as applicable

All competitions shall be conducted in a manner that provides, to the maximum extent practical, free and open competition to all interested parties. The process used shall ensure open and impartial access for all interested minority, women owned, small business, veteran or disadvantaged owned, businesses seeking opportunities to furnish goods and/or services to WC. All solicitations for goods and services and the selection of sub-recipients shall incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, including quantities, and identification of all requirements that respondents must fulfill, and all other factors to be used in evaluating bids or proposals.

WC uses the RFP method of procurement when there is more than one prospective bidder submitting an offer, the lowest price is not necessarily the determining factor, and a cost reimbursement type contract or award will be made. The RFP must also meet the generally prescribed standards for "full and open competition". The bid evaluation factors should focus primarily on, but not exclusively, the proposal's approach, program design, innovation, coordination, and knowledge of the regulations and statutes directly related to the goods and services proposed. The RFP must contain a clear and accurate description of the technical requirements for the material, product or service to be procured. It also must contain identification of all requirements which the proposers must fulfill, and identification of all other factors to be used in evaluating the bids or proposals. WC announces new RFPs to known entities who provide such services through newspaper advertising, email blasts and by posting on its website. A bidder's conference is conducted to answer any questions prospective applicants may have. Upon receipt of submitted proposals by the due date, proposals that have passed technical review are currently sent to an experienced outside agency procured to score such proposals independently from WC. Upon receipt of the independent ranking of respondents, WC recommends an agency for award to the programs committee for approval, to the board for final approval and to the Local Elected Officials' Consortium for



ratification. Once that process is completed and a sub-recipient is selected, contract negotiations begin and are finalized with a contract.

17. A description of the local levels of performance negotiated with the Governor and chief elected official pursuant to section 116(c), to be used to measure the performance of the local area and to be used by the Local Board for measuring the performance of the local fiscal agent (where appropriate), eligible providers under subtitle B, and the One-Stop Delivery System, in the local area; (Pending numbers from State)

WC is awaiting initial local levels of performance to be provided by the State. Once they are negotiated and agreed upon by the Governor and the Chief Local Elected Official, they will be used to measure the performance of the OSDS in the local area.

# 18. A description of the actions the Local Board take toward becoming or remaining a high-performing board, consistent with the factors developed by the State Board pursuant to section 101(d)(6);

The Board will ensure effective policies are developed and maintained regarding the coordinated provision of integrated services through the local delivery system including:

- Assessing the effectiveness and continuous improvement of One-Stop Career Centers and affiliate sites
- Allocation of OSCC infrastructure costs
- Appropriate roles and contributions of entities that carry out OSDS partner programs within the local OSDS, including approaches to facilitating equitable and efficient cost allocation in the system
- Pursuing partnerships with local government agencies that will provide nocost facilities in order to route more funds towards direct client services.

WC maintains a continual Board member development program in order to keep them engaged, informed and up-to-date on all things WIOA-related. An on-going recruitment strategy is also in place to build a pool of potential Board, committee and advisory panel members. The Board, through the Executive Director will ensure board staff is well qualified and undergoes continual training and development.

WC strives to maximize the Return on Investment (ROI) of taxpayer funds and to manage resources responsibly with the highest fiscal and programmatic standards.



PEOPLE, PARTNERSHIPS, POSSIBILITIE

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19. A description of how training services under chapter 3 of subtitle B will be provided in accordance with section 134(c)(3)(G), including, if contracts for the training services will be used, how the use of such contracts will be coordinated with the use of individual training accounts under that chapter and how the Local Board will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided;

Training services are provided through the statewide ETPL and Individual Training Accounts (ITAs). Contracts for training services are currently not used in the SNWDA. They would only be used if the trainings couldn't be made available through the ETPL.

The process for training providers (including registered apprenticeships) applying for the ETPL and reporting WIOA-required performance was made more efficient in Nevada through the implementation of a new online ETPL management system. The system streamlines the application process by eliminating paper use and reducing time spent on the process. Intelligent search functions allow the customer to find trainings according to Nevada's key industry sectors, location, duration, cost, etc. Most importantly, it will display the WIOA performance measures for each training once the first year period of initial eligibility expires. This, along with planned customer ratings, will ensure informed customer choice in the selection of training.

20. A description of the process used by the Local Board, consistent with subsection (d), to provide an opportunity for public comment by representatives of business and comment by representatives of labor organizations, and input into the development of the local plan, prior to submission of the plan;

Based on and in alignment with the Unified State Plan submitted by the State to US DOL on March 3, 2016, the draft local plan is developed by WC in collaboration with its system partners and with intelligence gathered from the local elected officials, Board, committees and advisory panels. Membership includes representatives from business and labor organizations.

Weeks ahead of its release, WC publishes in local newspapers/publications a notice that the four-year local plan will soon be made available for public comment. The notice (attached to this plan) announces the beginning and end dates of 30 day comment period, where and when electronic and printed versions of the plan may be accessed, a plan summary and contact information.

Ahead of publication for public comment, an email blast is also sent out to local elected officials, Board, committees, advisory panels, program operators, NDE, DETR, DHHS and other partner agencies announcing the public comment period so that they can communicate their needs, offer perspectives, expertise and participate in the process. A draft of the entire local plan is then made available for



comment for 30 days. Once the 30 day period expires, all public comment is evaluated and when appropriate, incorporated in the plan. All public comment is included with the final submission of the plan.

The finalized plan is signed by the Chair of the Chief Local Elected Officials' Consortium and the Board Chair and then submitted to DETR.

The notice of the Four-Year Local Plan being available for public comment was published in the Las Vegas Review Journal, the Las Vegas Sun, El Tiempo, Pahrump Valley Times and the Lincoln County Record. Proof of publication is incorporated in Appendix C. The plan was posted for public comment from April 26, 2016 through May 27, 2016 on WC's website and was available for review at the administrative offices, One-Stop Career Center, and Career Center Affiliate Sites. No public comments were received.

# 21. A description of how One-Stop Centers are implementing and transitioning to an integrated, technology-enabled intake and case management information system for programs carried out under this Act and programs carried out by One-Stop partners; and

In February of 2014, DETR began working on the procurement of a new Management Information System (MIS). The project was named Statewide Automated Workforce System (SAWS) and among its goals are common interface and intake for all statewide workforce agencies including the local boards. Once the new system is selected and installed, WC's One-Stop Career Center and the affiliate sites will begin registering clients and services in SAWS.

The use of a common intake system will provide easier access, broader and higher quality skills assessment and improved career navigation for system customers. SAWS will also create a common interface between workforce agencies statewide. A common intake is a requisite for the WIOA requirement of aligning performance reporting across the core programs. SAWS will enable staff and clients to make informed, data-driven decisions with regards to education and/or workforce training programs.

#### 22. Such other information as the Governor may require.

Not applicable at this time.



July 14, 2016

Lynda Parven, Deputy Administrator
Nevada Department of Employment, Training and Rehabilitation Employment Security Division
2800 East St. Louis Ave.
Las Vegas NV 89204

**RE:** Workforce Connections Four Year Local Plan — Southern Nevada Workforce Development Area (July 1, 2016 – June 30, 2020

Dear Ms. Parven:

Thank you for reviewing Workforce Connections' local workforce development plan for the referenced period indicated. In response to your noted comments, dated July 8, 2016, we have revised our plan to read in part "... Comprehensive One-Stop Career Centers will be established in accordance with certification criteria outlined by State of Nevada."

Please find enclosed our revised plan with portions highlighted in "yellow" as indicated above. If you have any questions or need further clarification, please feel free to contact Jaime Cruz at: (702) 636-2308 or me at: (702) 636-2337.

Regards,

Ardell Galbreth Executive Director

Enclosure: Workforce Connections Local Workforce Development Plan (July 1, 2016 - June 30, 2020)

Local Elected Officials Consortium Agenda, September 13, 2016

EMPLOYMENT SECURITY DIVISION

Office of the Administrator



BRIAN SANDOVAL Governor

DON SODERBERG Director

RENEE L. OLSON Administrator

July 18, 2016

Mr. Ardell Galbreth, Executive Director Workforce Connections 6330 W Charleston Blvd., #150 Las Vegas NV 89146

#### Re: Workforce Connections Local Workforce Development Board Plan (July 1, 2016 – June 30, 2020)

Dear Mr. Galbreth:

On May 31, 2016, the Workforce Investment Support Services (WISS) unit received the Workforce Connections local plan. It was returned for one correction. A review of the final plan was conducted and the plan has met all of the elements contained in the May 3, 2016 memorandum.

As required in 20 CFR 679.550(b), the plan has been forwarded to Kristine Nelson for distribution to the Governor's Workforce Development Board's Executive Committee for their review. Approval of the plan will be on the committee's agenda for their meeting that will be scheduled in August, 2016.

If there are any questions or further assistance is needed, please do not hesitate to contact our office.

Sincerely,

Lynda Parven Deputy Administrator

cc: Don Soderberg, Director, DETR Dennis Perea, Deputy Director, DETR Renee L. Olson, Administrator, ESD Grant Nielson, Chief of WISS Commissioner Lawrence Weekly, WFC Board Local Elected Official Valerie Murzl, WFC Board Chair Jaime Cruz, Chief Strategy Officer



## **ATTACHMENT A – Assurances Checklist**

	Planning Process and Public Comment	References	WC Response
1.	⊠ The Local Board has processes and timelines, consistent with WIOA Section 108(d), to obtain input into the development of the local plan and provide the opportunity for comment by representatives of business, labor organizations, education, other key stakeholders, and the general public for a period that is no less than 30 days prior to submittal to the Governor.	WIOA Sections 108(d); proposed 20 CFR 679.550(b)	There is not policy in place for this specific item. Sec. 108(d) of WIOA – Process Part 679.550 (b) – Process [Public Comment]
2.	$\boxtimes$ The final local plan is available and accessible to the general public.	Proposed 20 CFR 679.550(b)(5)	There is not policy in place for this specific item.
3.	$\boxtimes$ The Local Board has established procedures to ensure public access (including people with disabilities) to board meetings and information regarding board activities, such as board membership and minutes.	WIOA Section 107(e); proposed 20 CFR 679.390	WC premises are compliant with ADA requirements and "public Access".
	<b>Required Policies and Procedures</b>	References	
4.	The Local Board makes publicly-available any local requirements for the public workforce system, such as policies, including policies for the use of WIOA Title I funds.	Proposed 20 CFR 679.390	WC Policies, procedures are posted on WC's website.
5.	⊠ The Local Board has established a written policy or procedure that identifies circumstances that might present conflict of interest for any local workforce investment board or entity that they represent, and provides for the resolution of conflicts.	WIOA Section 107(h)	Yes. Article II of the Workforce Connections Board By-Laws.
6.	⊠ The Local Board has fully executed copies of memoranda of understanding between the Local Board and each one-stop partner concerning the operation of the one-stop delivery system in the local area, and has provided the State with the latest versions of all memoranda of understandings.	WIOA Section 121(c); proposed 20 CFR 678.500-510	WC has produced a draft MOU, at this time the MOU draft is under the review of core mandated partners.



7.	The Local Board has written policy or procedures that ensure one- stop operator agreements are reviewed and updated no less than once every three years.	WIOA Section 121(c)(2)(v)	WC Policy Admin-010-03 "Compliance Assurance Reviews" [Monitoring and oversight of sub- recipients and the one-stop operators].
8.	The Local Board has negotiated and reached agreement on local performance measures with the local chief elected official(s) and Governor.	WIOA Sections 107(d)(9) and 116(c)(2), 20 CFR 677.210(b)	Pending State negotiations.
9.	⊠ The Local Board has procurement policies and procedures for selecting One-Stop operators, awarding contracts under WIOA Title I Adult and Dislocated Worker funding provisions, and awarding contracts for Youth service provision under WIOA Title I in accordance with applicable state and local laws, rules, and regulations, provided no conflict exists with WIOA.	WIOA Sections 121(d) and 123, 107(d)(10) proposed 20 CFR 678.600- 615 and 681.400	Yes. Under stablished "Procurement Standards" policy Admin-010-06
10.	The Local Board has procedures for identifying and determining the eligibility of training providers and their programs to receive WIOA Title I individual training accounts.	WIOA Sections 107(d)(10)(C), 122(b)(3), and 123; Proposed 20 CFR 679.370(1)- (m) and 680.400-430	Yes. WC Policy [GEN-050-06] Set forth guidance regarding the initial and subsequent eligibility process.
11.	The Local Board has written procedures for resolving grievances and complaints alleging violations of WIOA Title I regulations, grants, or other agreements under WIOA and written policies or procedures for assisting customers who express interest in filing complaints at any point of service, including, at a minimum, a requirement that all partners can identify appropriate staff contacts and refer customers to those contacts.	WIOA Section 181(c); proposed 20 CFR 683.600	Yes. Policy [GEN-050-01] set forth standards and procedures designed to ensure that all WIOA Tile I funded programs will be conducted in compliance with applicable equal opportunity and nondiscrimination established requirements.
12.	⊠ The Local Board has established at least one comprehensive, full-service one- stop center and has a written process for the local Chief Elected Official and Local Board to determine that the center conforms to the definition	WIOA Section 121(e)(2)(A); proposed 20 CFR 678.305	Pending establishment of State criteria.
13.	⊠ The Local Board has written processes or procedures and has identified standard assessment objectives and resources to support service delivery strategies at one-stop centers and, as applicable, affiliate sites, consistent with the state plan, to support items identified in noted references.	20 CFR 679.550-560	Yes, the Local Board ensures continual improvement through the implementation of policy, monitoring and procedure.



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14. ⊠ All partners in the local workforce and education system described in this plan ensure the physical, programmatic and communications accessibility of facilities, programs, services, technology and materials in one-stop centers for individuals with disabilities.	WIOA Section 188; 29 CFR parts 37.7-37.9; 20 CFR 652.8(j)	Yes. WC observes compliance with ADA standards. Self-assessment and site visits are conducted at least once per program year.
15. ⊠ The Local Board ensures that outreach is provided to populations and sub- populations who can benefit from one-stop services.	WIOA Section 188; 29 CFR 37.42	Yes, through selection of service providers.
16. ⊠ The Local Board implements universal access to programs and activities to individuals through reasonable recruitment targeting, outreach efforts, assessments, service delivery, partner development, and	WIOA Section 188; 29 CFR 37.42	Yes, through selection of service providers.
17. ⊠ The Local Board complies with the nondiscrimination provisions of Section 188, and assures that Methods of Administration developed by the Governor are implemented.	WIOA Section 188; 29 CFR 37.54(a)(1)	Yes. Policy GEN-050-01 set forth standards and procedures designed to ensure that all WIOA Tile I funded programs will be conducted in compliance with applicable equal opportunity and nondiscrimination established requirements.
<ol> <li>18.  The Local Board collects and maintains data necessary to show compliance with nondiscrimination provisions of Section 188.</li> </ol>	WIOA Section 185; 29 CFR 37.37;	Yes. Record retention is observed through implemented policies.
19. ⊠ The Local Board complies with restrictions governing the use of federal funds for political activities, the use of the one-stop environment for political activities, and the Local Board complies with the applicable certification and disclosure requirements	2 CFR Part 225 Appendix B; 2 CFR Part 230 Appendix B;	Yes. WIOA Administrative Standards [Admin-010-01] this policy provides guidance with respect to administrative standards applicable to programs funded under Title I of WIOA.
20.  ☐ The Local Board ensures that one-stop MSFW and business services staff, along with the Migrant and Seasonal Farm Worker program partner agency, will continue to provide services to agricultural employers and MSFWs that are demand-driven and consistent with DETR's mission.	WIOA Section 167	Yes.



21. ⊠ The Local Board follows confidentiality requirements for wage and education records as required by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, WIOA, and applicable Departmental regulations. Administration of Funds	WIOA Sections 116(i)(3) and 185(a)(4)(B); 20 USC 1232g; proposed 20 CFR 677.175 and 20 CFR part 603 <b>References</b>	Yes. [GEN-050-07] and [Admin-010- 04] Compliance requirements for the collection, storage and dissemination of data for programs funded under Title I of WIOA and record retention and access to record requirements.
<ul> <li>22. ⊠ The Local Board has a written policy and procedures to competitively award grants and contracts for WIOA Title I activities (or applicable federal waiver), including a process to be used to procure training services made as exceptions to the Individual Training Account process.</li> </ul>	WIOA Section 108(b)(16); proposed 20 CFR 679.560(a)(15); WIOA Section 134(c)(3)(G); proposed 20 CFR 680.300-310	Yes. Procurement/Acquisition [Admin-010-06] set forth the guidelines with respect to applicable procurement standards under the uniform administrative requirements codified at Title 2 of the Code of Federal Regulations.
23. ⊠ The Local Board has accounting systems that follow current Generally Accepted Accounting Principles (GAAP) and written fiscal-controls and fund-accounting procedures and ensures such procedures are followed to insure proper disbursement and accounting of WIOA adult, dislocated worker, and youth program and the Wagner-Peyser Act funds.	WIOA Section 108(b)(15);683.200-220, 683.300	Yes: WC Fiscal Internal Management Procedures.
<ul> <li>24.</li></ul>	WIOA Section 184(a)(3); 20 CFR 683.300, and 683.400- 410, 2CFR200.	Yes. Compliance Assurance Reviews [Admin-010-03] Set forth guidelines with respect to oversight and monitoring of sub-recipients.
25.  ☐ The Local Board has a local allowable cost and prior approval policy that includes a process for the approval of expenditures of \$5,000 or more for equipment requested by subcontractors.	,	Yes. Allowable Cost policy [FIS-020-01] Property Management [2.5] Both under review process at this time
26. ⊠ The Local Board has a written debt collection policy and procedures that conforms with state and federal requirements and a process for maintaining a permanent record of all debt collection cases that supports the decisions made and documents the actions taken with respect to debt collection, restoration, or other debt resolution activities.	WIOA Section 184(c); 20 CFR Part 652; proposed 20 CFR 683.410(a), 683.420(a), 683.750	Yes. Audit Process [Admin-010-09] Set forth standards with respect to audit requirements, audit resolution, and debt collection.



27. ⊠ The Local Board has a written policy and procedures for ensuring management and inventory of all properties obtained using WIOA funds, including property purchased with JTPA or WIA funds and transferred to WIOA.	WIOA Section 184(a)(2)(A); proposed 20 CFR 683.200 and 683.220; OMB Uniform Administrative Guidance; Generally Accepted Accounting Procedures (GAAP)	Yes. Property Management [2.5] In review process at this time.
28. ⊠ The Local Board will not use funds received under WIOA to assist, promote, or deter union organizing.	WIOA Section 181(b)(7); proposed 20 CFR 680.850	Yes. WIOA Administrative Standards [Admin-010-01] this policy provides guidance with respect to administrative standards applicable to programs funded under Title I of WIOA.
Eligibility	References	
29. ⊠ The Local Board has a written policy and procedures that ensure adequate and correct determinations of eligibility for WIOA-funded basic career services and qualifications for enrollment of adults, dislocated workers, and youth in WIOA-funded individualized career services and training services, consistent with state policy on eligibility and priority of	Proposed 20 CFR Part 680 Subparts A and B; proposed 20 CFR Part 681 Subpart A	Yes. [ADW-030-01] for the adult and dislocated worker programs. [YTH-040-01] for the YTH programs.
30. ⊠ The Local Board has a written policy and procedures for awarding	WIOA Section 134(c)(3)(G); Proposed	Yes.
Individual Training Accounts to eligible adults, dislocated workers, and youth receiving WIOA Title I training services, including dollar and/or duration limit(s), limits on the number of times an individual may modify an ITA, and how ITAs will be obligated and authorized.	20 CFR 680.300-320	[Gen-050-08] Stablishes guidelines with respect to the provisions of ITAs to participants in WIOA Title I programs.



32. ⊠ The Local Board has a written policy for priority of service at its centers and, as applicable, affiliate sites and for local workforce providers that ensures veterans and eligible spouses are identified at the point of entry, made aware of their entitlement to priority of service, and provided information on the array of employment, training and placement services and eligibility requirements for those programs or services.	Jobs for Veterans Act; Veterans' Benefits, Health Care, and Information Technology Act; 20 CFR 1010; TEGL 10-09; Veterans Program Letter 07-09	Yes. WC enforces compliance with provisions of priority of services for veterans and eligible spouses.
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## **ATTACHMENT B – State-Required Certification**

#### **Regional/Local Workforce Plan Certification**

The Local Workforce Development Board for\_\_\_\_\_\_\_ certifies that it complies with all required components of Title I of the Workforce Innovation and Opportunity Act and Wagner-Peyser Act and plan development guidelines adopted by the State Workforce Development Board. The LWDB also assures that funds will be spent in accordance with the Workforce Innovation and Opportunity Act, Wagner-Peyser Act, and their regulations, written U.S. Department of Labor guidance implementing these laws, Office of Management and Budget circulars, and all other applicable Federal and State laws and regulations.

Local Chief Elected Official(s)
Date
Local Workforce Development
Board Chair
Date



## **ATTACHMENT C – Public Comment**

Based on and in alignment with the Unified State Plan submitted by the State to US DOL on March 3, 2016, the draft local plan is developed by WC in collaboration with its system partners and with intelligence gathered from the local elected officials, Board, committees and advisory panels. Membership includes representatives from business and labor organizations.

Weeks ahead of its release, WC publishes in local newspapers/publications a notice that the four-year local plan will soon be made available for public comment. The notice (attached to this plan) announces the beginning and end dates of 30 day comment period, where and when electronic and printed versions of the plan may be accessed, a plan summary and contact information.

Ahead of publication for public comment, an email blast is also sent out to local elected officials, Board, committees, advisory panels, program operators, NDE, DETR, DHHS and other partner agencies announcing the public comment period so that they can communicate their needs, offer perspectives, expertise and participate in the process. A draft of the entire local plan is then made available for comment for 30 days. Once the 30 day period expires, all public comment is evaluated and when appropriate, incorporated in the plan. All public comment is included with the final submission of the plan.

The finalized plan is signed by the Chair of the Chief Local Elected Officials' Consortium and the Board Chair and then submitted to DETR.

The notice of the Four-Year Local Plan being available for public comment was published in the Las Vegas Review Journal, the Las Vegas Sun, El Tiempo, Pahrump Valley Times and the Lincoln County Record. Proof of publication is incorporated in this appendix. The plan was posted for public comment from April 26, 2016 through May 27, 2016 on WC's website and was available for review at the administrative offices, One-Stop Career Center, and Career Center Affiliate Sites. No public comments were received.

Local Elected Officials Consortium Agenda, September 13, 2016



#### AFFIDAVIT OF PUBLICATION

STATE OF NEVADA) COUNTY OF CLARK) SS:

> WORKFORCE CONNECTIONS **STE 150** 6330 W CHARLESTON BLVD LAS VEGAS NV 89146

22554 Account # 0000771707 Ad Number

Eileen Gallagher, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 2 edition(s) of said newspaper issued from 04/16/2016 to 04/17/2016 on the following days:

04/16/16 04 / 17 / 16

LEGAL ADVERTISEMENT REPRESEN ATIVE

Subscribed and sworn to before me on this 18th day of April, 2016

Notary

MARY A. LEE Notary Public State of Nevada No. 09-8941-1 My Appl. Exp. Nov. 13, 2016

NOTICE OF 4-YEAR LOCAL PLAN AVAILABLE FOR COMMENT

Arkforce Connections (WC making its 4-Year Local Pia aliable to receive publis mment for a 30-day period ough May 27, 2016 at prosed 4-Year Local Pia be available for public nment at WC's website:

.nvworkforceconnection s.org

aper copies will be available or public review between the purs of 8:00 A.M. and 5:00 M., Monday through Frida; WC's administrative offices cated at:

Workforce Connections 6330 West Charleston Bivd., Suite 150 Las Vegas, NV 89146 Phone: (702) 638-8750

copies will also available for put at the administrat of WC's One's Center Affiliate Si contact informat check the Syst Sys webpage

http://www:nvworkforceconn ections.org/Admin/ServicePro viderList2.php

#### Plan Summary

proposed 4-Year L reflects WC's goals egles to comply with rements of Act (WIOA). sources le Govern s res in support of s key industry The proposed 4-Yea an covers the period 1, 2016 through Jun

reparting the roposed 4-Year Local Pla re to be directed to: Arder albreth, Executive Directo or Workforce Connections a 702) 638-6750 or via email at: agalbreth@snvwc.org

PUB: April 16, 17, 2016

6330 W. Charleston Blvd, Suite 150, Las Vegas, NV 89146 Phone: (702) 638-8750 Fax: (702) 638-8774



Connecting Employers to a Ready Workforce

OOF OF PUBLICATION STATE OF NEVADA) COUNTY OF CLARK) SS: WORKFORCE CONNECTIONS Account # 22554 **STE 150** 6330 W CHARLESTON BLVD Ad Number 0000771722 LAS VEGAS NV 89146 NOTICE OF 4-YEAR LOCAL PLAN AVAILABLE FOR COMMENT Erin Dell, being 1st duly sworn, deposes and says: That she is the Legal Clerk for EI Tiempo, a weekly newspaper regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said El Tiempo in 1 edition(s) of said newspaper issued from 04/15/2016 to 04/15/2016, on the following days: 04/15/16 S.org A.M. and through E nistrativ 245, NV 89146 (702) 638-8750 viderList2.php Plan Summary ñŴ /S/\_ LEGAL ADVERTISEMENT REPRESENTATIVE Subscribed and sworn to before me on this 15th day of April, 2016 agalbreth@snvwc.org Z PUB: April 15, 2016 JANET E. MILES Notary Public State c. Nevada No. 09-8939-1 My Appt. Exp. Nov. 13, 2016

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#### AFFIDAVIT OF PUBLICATION

STATE OF NEVADA) COUNTY OF NYE) SS:

> WORKFORCE CONNECTIONS **STE 150** 6330 W CHARLESTON BLVD LAS VEGAS NV 89146

22554 Account # Ad Number

0000772254

Charlotte Uyeno, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Pahrump Valley Times, a bi-weekly newspaper regularly issued, published and circulated in the Town of Pahrump, County of Nye, State of Nevada, and that the advertisement, a true copy attached for, was published in said Pahrump Valley Times in 1 edition(s) of said newspaper issued from 04/15/2016 to 04/15/2016, on the following days:

04/15/18 Public Comment 44r local

ISI LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 15th day of April, 2016

alentarle Notary

J. D. M. KARLE NOTARY PUBLIC STATE OF NEVADA APPT, No. 14-14598-14 MY APPT. EXPIRES AUG. 19, 2018

NOTICE OF 4-YEAR LOCAL PLAN AVAILABLE FOR COMMENT Workforce Connections (WC)-is making its 4-Year Local Plan available to receive public comment for a 30-day period beginning April 26, 2016 through May 27, 2016. An electronic version of the pro-posed 4-Year Local Plan will be available for public comment at WC's website: www.nvworkforceconnections www.nvworktorceconnections .org. Paper copies will be avail-able for public review between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday at WC's administrative offices located at Workforms offices located at: Workforce Connections, 6330 West Char-leston Bivd., Suite 150, Las Ve-gas, NY 89146, Phone: (702) 638-8750. Paper copies will al-so be made available for public review at the administrative offices of WC's One-Stop Ca-reer Center Affiliate Sites. For contact information please contact information presse check the System Partners webpage on our website: http://www.nvworkforceconn ections.org/Admin/ServiceProv iderList2.php iderList2.php Plan Summary The proposed 4-Year Local Plan reflects WC's goals and strategies to comply with the requirements of the Workforce innovation and Op-portunity Act (WIOA). It aligns WC's resources with the goals of the Governor's Workforce Development Board in align-ment with the Governor's vi-Development Board in align-ment with the Governor's vi-sion for a "New Nevada". The plan ensures alignment of edu-cation, career training and workforce development serv-ices to achieve targeted objec-tives; integrating the local workforce development sys-tem in support of Nevada's key industry sectors. The pro-posed 4-Year Local Plan covers the period of July 1, 2016 through June 30, 2020. Ques-tions regarding the proposed 4-Year Local Plan are to be di-rected to: Ardeli Gabieth, Ex-ecutive Director for Workforce

ecutive Director for Workforce Connections at (702) 638-

via

org

email

8750 or at:agalbreth@sn

PUBLISH: Apr. 15, 2016.



509 Hotel Pla			-	
Boulder City,			Date	Invoice #
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Item	Description	Qty	Rate	Amount
Legal Ad	04/22/16, request for Proposals	I	26.25	26.25

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### **ATTACHMENT D – Designation Letter from the Governor**

ONE HUNDRED ONE NORTH CARSON STREET CARSON CITY, NEVADA 89701 Office: (775) 684-5670 Fax No.: (775) 684-5683



555 EAST WASHINGTON AVENUE, SUITE 5100 LAS VEGAS, NEVADA 89101 OFFICE: (702) 486-2500 FAX NO.: (702) 486-2505

## Office of the Governor

September 14, 2015

Lawrence Weekly Clark County Commissioner and Workforce Connections Local Elected Official Chair c/o Workforce Connections Council 6330 W. Charleston Blvd. #150 Las Vegas, NV 89146

Dear Commissioner Weekly,

I want to take this opportunity to applaud the achievements of the Workforce Connections Council continuing to successfully administer the provisions of the Workforce Investment Act (1998) in northern Nevada.

Pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), Title I, Chapter 2, Sec. 106(b)(2), and upon recommendation made by the Governor's Workforce Development Board, I hereby approve the initial designation of the following counties as a local workforce development area within the State of Nevada: Clark, Esmeralda, Lincoln, Nye, Boulder City, Henderson, Las Vegas, and North Las Vegas, Furthermore, I hereby approve the initial designation of Workforce Connections to serve in its current capacity as the administrative entity for the local workforce development board.

I wish you and your Council continuing success in the development and facilitation of employment and training activities in the state of Nevada.

Sincere regards, BRIAN SANDOVAL Governor

cc: Ardell Galbreath, Executive Director, Workforce Connections Don Soderberg, Director, Department of Employment, Training and Rehabilitation (DETR) Dennis A. Perea, Deputy Director, DETR Kristine Nelson, Asst. to the Director, DETR Lynn Castro, Executive Assistant, DETR (file) Renee Olson, Administrator, Employment Security Division, DETR Lynda Parven, Deputy Administrator, Employment Security Division, DETR Grant Nielson, Chief, Workforce Investment Support Services, DETR



<u>ATTACHMENT E – Workforce Connections Strategic Work</u> <u>Plan Goals Matrix</u> (Please see following pages.)

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## **Strategic Work Plan Goals Matrix**

#### Effective July 1, 2016

## Goal 1: Implement Effective Policies for Management and Oversight of the One-Stop Delivery System

Strategy	Tactic	Timeline	Measurement	Status
1.1. Effectively transition	1. Use Gantt Chart as central repository and	Jun-16	Completed items "checked	
system service delivery from	tracking for all WIOA implementation		off" on the Gantt chart.	
WIA to WIOA.	activities.			
	2. Revise, modify and/or develop Workforce	Ongoing	<ul> <li>Updates and</li> </ul>	
	Connections' policies and associated		recommendations to Board and	
	contracts to ensure WIOA compliance.		Committees quarterly.	
	3. Communicate the implementation plan	Ongoing	<ul> <li>Updates and</li> </ul>	
	and all necessary changes to necessary		recommendations to LEOs,	
	stakeholders through training and technical assistance.		Board and Ex-Com quarterly.	
	4. Evaluate implementation and transition	Ongoing	<ul> <li>Updates and</li> </ul>	
	plan for effectiveness and modify as		recommendations to Board and	
	necessary.		Committees quarterly.	
1.2. Maximize return on	1. Hire, retain and develop well qualified	Ongoing	<ul> <li>Strategic staff recruitment</li> </ul>	
nvestment and manage	staff talent and encourage ongoing		and training program.	
resources responsibly with	management and oversight training.			
the highest standards.				
	2. Lend strong technical	Ongoing	<ul> <li>Unqualified fiscal auditing</li> </ul>	
	assistance support to awarded		financial statements and less	
	programs along with		than ten noted monitoring	
	comprehensive fiscal oversight		findings identified by the State	
	and accountability for productive		of Nevada and/or U.S.	
	outcomes.		Department of Labor.	

## **Strategic Work Plan Goals Matrix**

Effective July 1, 2016

## Goal 1: Implement Effective Policies for Management and Oversight of the One-Stop Delivery System

Strategy	Tactic	Timeline	Measurement	Status
1.3. Correct any noted auditing and monitoring findings.	1. Develop and document sound corrective action measures with permanent fixes to prevent noncompliance recurrence.	Ongoing updates by WC management team	<ul> <li>Corrective action validated along with findings closure notice from auditing/ monitoring agency.</li> </ul>	
	<ol> <li>Provide technical assistance to staff and service providers and ongoing training initiatives associated with awarded programs and funding.</li> </ol>	Within 3 months of program/funding award	<ul> <li>Published training and technical assistance reports.</li> </ul>	
	<ol> <li>Modify/update policies as necessary to avoid repeat auditing and monitoring findings.</li> </ol>	Ongoing throughout each program year	<ul> <li>Quality assurance process.</li> </ul>	

Local Elected Officials Consortium Agenda, September 13, 2016 Vision: "Full Employment for All Southern Nevadans"

Mission: "Connecting Employers to a Ready Workforce"

## **Strategic Work Plan Goals Matrix**

	Goal 2: Champion Youth Education, Training and Employment				
Strategy	Tactic	Timeline	Measurement	Status	
2.1. Address the educational	1. Deliver holistic, wraparound youth	Ongoing each program	Youth Panel Meetings.		
and vocational needs of Out-	services by partnering with educators,	year	Receipt of formal		
of-school Youth.	employers and community based		presentations and inputs from		
	organizations to identify and leverage		service providers including the		
	resources.		number of youth successfully		
			served.		
	2. Target hardest-to-serve youth identified	Ongoing each program	Published Request for		
	by Programs Committee and Youth Panel.	year	Proposals and award and		
			execute contracts to		
			qualified/certified partners and		
			service providers to serve the		
			identified populations.		
2.2. Engage and connect	1. Fund workforce development programs	Ongoing each program	Publish Request for Proposals		
youth with career path and	that prepare youth for successful entry into	year	and award and execute		
employment training	employment and lifelong learning		contracts to qualified/certified		
opportunities relevant to the	opportunities in the identified industry		partners and service providers.		
identified industry sectors.	sectors.				
	2. Partner with local employers to promote	Ongoing each program	Number of youth participating		
	youth career preparedness and exposure	year	in work-based learning		
	through work-based learning opportunities.		opportunities.		
	3. Secure local public/private partners with	Ongoing each program	• Executed MOUs/contracts.		
	focus on youth education and training	year			
	opportunities leading to promising careers.				
	4. Establish a Youth One-Stop Career	Ongoing	• Executed contract with a One-		
	Center.		Stop operator.		

Local Elected Officials Consortium Agenda, September 13, 2016 Vision: "Full Employment for All Southern Nevadans"

Mission: "Connecting Employers to a Ready Workforce"

## **Strategic Work Plan Goals Matrix**

Goal 2: Champion Youth Education, Training and Employment						
Strategy	Tactic	Timeline	Measurement	Status		
skill sets, occupations, training and career pathways.		each program year	<ul> <li>Increase system youth initiatives/activities, making sure they are both engaging and local industry-relevant.</li> </ul>			
		each program year	<ul> <li>Include STEM requirements in service provider contracts with clear measurables.</li> </ul>			

## **Strategic Work Plan Goals Matrix**

#### Effective July 1, 2016

## Goal 3: Promote Quality Employment and Training Services for Adult and Dislocated Workers

Strategy	Tactic	Timeline	Measurement	Status
3.1. Leverage resources to provide more comprehensive service delivery by soliciting partnership agreements from both required and non- required partners.	1. Establish and maintain resource-sharing agreements with required and non-required One-Stop System partners.	Ongoing and throughout	• Executed MOUs.	
	<ol> <li>Facilitate system-wide dialogue for the purpose of collaborating with partners and addressing the needs of job-seekers including targeted populations.</li> </ol>		<ul> <li>One-Stop System Panel meetings.</li> <li>Special Populations Panel meetings.</li> </ul>	
3.2 Build system capacity in order to increase quality of service.	<ol> <li>Continually evaluate system requirements and implement training activities as needed for system partners.</li> </ol>	Ongoing	<ul> <li>Give quarterly updates of system-wide training activities.</li> </ul>	
	2. Through the Workforce Development Academy (WDA), continue to build capacity throughout the system.		<ul> <li>Give quarterly updates of WDA enrollments.</li> </ul>	
3.3. Transition and maintain a WIOA compliant One-Stop operator in alignment with the State Plan.	<ol> <li>Initiate a competitive procurement process and execute an contract for a One- Stop operator.</li> </ol>	Jun-15	<ul> <li>Executed contract.</li> </ul>	
	2. Execute WIOA-compliant MOUs with mandated System partners and facilitate the implementation.	Jun-15	• Executed MOUs.	
	3. Develop and implement a OSCC transition plan detailing potential barriers to an effective and timely transition to WIOA compliant operator.	Jul-15	• Executed plan.	

## **Strategic Work Plan Goals Matrix**

Goal 4: Attract, Grow and Retain Businesses				
Strategy	Tactic	Timeline	Measurement	Status
4.1. Create a workforce	1. Grow a strong network of business	Annually	At least 25 new employer	
system that champions	partners/local employers that looks to		customers per year.	
business, education, training	Workforce Connections' One-Stop Delivery		• At least 6 employers returning	
and workforce development.	System and Career Center(s) as their first		for additional services.	
	choice for employment and training		<ul> <li>Host at least 2 hiring events</li> </ul>	
	services.		with a minimum of 50 positions	
			available per event.	
			Host 2 training events with a	
			minimum of 100 attendees per	
			event.	
	2. Keep the Board informed of Business	Quarterly	Give quarterly updates of	
	Engagement activities and initiatives.		Business Engagement activities.	
			Give updates of Business	
			Engagement Panel activities (#	
			of members, # of meetings,	
			actionable items, etc.).	
4.2. Create a dynamic supply	1. Partner with local businesses	Ongoing as driven by	Number of new Compact	
of trained, skilled workers to	and training providers (colleges,	business demands	members.	
meet workforce demands of	universities, and apprenticeship		Publishing and distributing	
regional and industry sectors.	trades) to gather business		Business Intelligence Reports to	
	intelligence.		One-Stop operator and other	
			system partners.	

## **Strategic Work Plan Goals Matrix**

Goal 4: Attract, Grow and Retain Businesses				
Strategy	Tactic	Timeline	Measurement	Status
Stategy	2. Develop and coordinate training activities based on business intelligence.	Ongoing as driven by business demands	<ul> <li>Response by One-Stop operator and other service providers, including a description of actions taken/not- taken in response to Business Intelligence Reports.</li> <li>Number of new trainings added to the ETPL based on business intelligence.</li> <li>Number of participants placed in employment based on new trainings (measurement dependent on completion of new ETPL process).</li> </ul>	
<ul> <li>4.3. Align workforce</li> <li>development resources to be</li> <li>anchored by the following</li> <li>industry sectors:</li> <li>Agriculture</li> <li>Aerospace &amp; Defense</li> <li>Information Technology</li> <li>Clean Energy</li> <li>Health &amp; Medical Services</li> <li>Logistics &amp; Operations</li> <li>Manufacturing</li> <li>Mining &amp; Materials</li> <li>Tourism, Gaming &amp;</li> <li>Entertainment.</li> </ul>	1. Team up with the Economic Development agencies to support business retention and expansion in the local area.	Ongoing	• Appropriate representation on board, committees and/or panels.	

## **Strategic Work Plan Goals Matrix**

Goal 4: Attract, Grow and Retain Businesses				
Strategy	Tactic	Timeline	Measurement	Status
	2. Continue to support DETR's sector councils.	Ongoing	• Consistent attendance and participation by WC staff and board members at DETR sector councils.	
	3. Allocate resources yearly to support sector initiatives.	Ongoing	<ul> <li>Service provider contracts include resource requirement. support to industry sectors.</li> <li>Fund system-building initiatives.</li> </ul>	
	4. Develop career pathway initiatives focused on the highest growth/highest wage industry sectors in the local area.	Jun-16	• Develop specialized pathways for IT, Healthcare and Manufacturing.	
	5. Streamline board membership application and approval process to identify and document strong credentials for membership.	May/June 2015	<ul> <li>New Board members appointed to all required positions.</li> <li>Board re-certification.</li> </ul>	
4.4. Maintain a compliant, engaged, effective and efficient board.	1. Implement a recruitment strategy that builds a pool for potential board, committee and panel members.	Oct-15	<ul> <li>Recruitment strategy in place.</li> <li>Pool of ready candidates.</li> </ul>	
	2. Implement a continual Board Member development program.	Dec-15	<ul> <li>On-board orientation.</li> <li>Board member training.</li> <li>NAWB conference attendance.</li> </ul>	

## <u>ATTACHMENT F – Draft Memorandum of Understanding</u> (Please see following pages.)

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#### Southern Nevada Workforce Development Area

#### One-Stop Delivery System Memorandum of Understanding Between Workforce Connections (WC) And the One-Stop Delivery System Partners

#### I. Introduction

This Memorandum of Understanding (MOU) establishes the terms and conditions among the undersigned partners within the Southern Nevada Workforce Development Area (SNWDA) in their efforts to establish a cooperative working relationship and to define roles and responsibilities of all interested parties with respect to the implementation of a One-Stop Delivery System (OSDS or System). The SNWDA consists of the four counties of Clark, Esmeralda, Lincoln, and Nye, including the cities of Las Vegas, North Las Vegas, Henderson and Boulder City.

This MOU is consistent with the SNWDA four-year strategic compliance plan. This MOU will be reviewed and, if necessary, renegotiated after the State Unified Plan, Local Workforce Development Plan and final WIOA regulations are released.

All system partners physically located or co-located in WC's comprehensive one-stop career center or affiliated sites, and all partners who may provide services through electronic means or formalized referral processes must be parties to this MOU.

#### II. Purpose

The purpose of the OSDS is to advance the economic well-being of the SNWDA by developing and maintaining a quality workforce and by serving as the focal point for local and regional workforce development initiatives. OSDS partners entering into this MOU elect to do so in order to achieve the following directives:

- **A.** To establish cooperative and mutually beneficial partnerships between the system partners and others whose participation has been determined to be crucial to an effective OSDS.
- **B.** To ensure parties to this MOU participate in the operation of the OSDS consistent with the terms of this MOU and requirements of Sec. 121 of the Workforce Innovation and Opportunity Act (WIOA).

Page 1 of  ${\bf 23}$ 

- **C.** To coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce development services in the SNWDA.
- **D.** To establish joint processes and guidelines that will enable system partners to integrate service delivery resulting in a seamless and comprehensive array of education, training, and workforce development services within the SNWDA.
- **E.** To ensure that the needs of workers, youth and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, technology and materials available through the OSDS.

#### III. Partners

#### A. Required Partners

WIOA is the authorizing legislation for a number of key programs in the SNWDA that are essential in establishing a high-functioning OSDS to serve the needs of both employer and job seeker customers. Additionally, for individuals with multiple needs or barriers to employment, WIOA outlines several other partner programs that are required to provide access through the OSDS.

- 1. Core Required Partners:
  - a. Adult, Dislocated Worker, and Youth formula programs under Title I of WIOA
  - b. Adult Education and Family Literacy Act programs under Title II
  - c. Wagner-Peyser Employment Services programs under Title III
  - d. Rehabilitation Act programs under Title IV
- 2. Additional Required Partners:
  - a. Carl Perkins Career and Technical Education
  - b. Community Services Block Grant
  - c. Indian and Native American programs
  - d. HUD Employment and Training programs
  - e. Job Corps
  - f. Local Veterans Employment Representatives and Disabled Veterans Outreach Program
  - g. National Farmworker Jobs Program
  - h. Senior Community Service Employment Program Title V
  - i. Temporary Assistance for Needy Families
  - j. Trade Adjustment Assistance programs
  - k. Unemployment Compensation programs
  - l. YouthBuild
  - m. Second Chance Act Programs

#### B. Comprehensive One-Stop Career Center (OSCC) Operator

WC as the Local Workforce Development Board (LWDB), with the agreement of its Local Elected Officials (LEOs) and its Board, has designated, through a competitive procurement process, Arbor E&T, LLC d/b/a ResCare Workforce Services as the OSCC operator for the SNWDA. The comprehensive OSCC is located at: **6330 West Charleston Blvd.**, **Suite 190, Las Vegas, NV 89146**.

#### C. One-Stop Affiliate Sites Partners

In order to maximize access to the OSDS throughout the SNWDA, WC has established the One-Stop Affiliate Sites where programs, services and activities under WIOA are made available; however, affiliate site changes may be amended and revised as outlined in Attachment B.

#### D. Optional One-Stop Delivery System Partners

Although not required partners by WIOA, optional OSDS partners provide valuable employment, educational, training, and supportive services to customers of the OSDS and may be co-located in the OSCC or provide services through electronic means or formalized referral processes; however, optional OSDS partners may be amended and revised as outlined in Attachment C.

#### IV. Responsibilities of Workforce Connections

Pursuant to Section 107 (d) of WIOA, WC shall conduct planning and oversight of the OSDS. WC will promote and support the coordination and non-duplication of workforce development services by:

- **A.** Developing and submitting to the Governor, in partnership with the LEOs, a local plan that meets all WIOA requirements.
- **B.** Convening local workforce development system stakeholders.
- **C.** Leading efforts to engage with a diverse range of employers to:
  - 1. Promote business representation on the local board.
  - 2. Develop effective linkages with employers to support employer utilization of the local workforce development system and support local workforce development activities.
  - 3. Ensure that workforce development activities meet the needs of employers and support economic growth by enhancing communication, coordination and collaboration among employers, economic development entities, and service providers.

Page  ${\bf 3}$  of  ${\bf 23}$ 

- 4. Develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers (such as the establishment of industry and sector partnerships), that provide the skilled workforce needed by employers in the region, and that expand employment and career advancement opportunities for workforce development system participants in in-demand industry sectors or occupations.
- **D.** Leading efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment.
- **E.** Designating and certifying one-stop operators as described in Section 121(d)(2)(A) of WIOA and, when appropriate and necessary, terminating for cause the eligibility of such operators.
- **F.** Serving as fiscal agent for the One-Stop Career Center operating and infrastructure expenses.
- **G.** Coordinating activities with education and training providers in the local area, including providers of workforce development activities and providers of adult education and literacy activities under Title II of the WIOA.

## V. Responsibilities of the Department of Employment, Training and Rehabilitation (DETR)

- **A.** As the State's workforce agency, DETR's Wagner-Peyser and Unemployment Insurance programs deliver a wide array of employment services to job seekers of the OSDS including the following activities:
  - 1. Coordinating and providing basic career services, particularly labor exchange services with the provision of Unemployment Insurance (UI) claimant services;
  - 2. Administering the work search test, conducting eligibility assessments, registering UI claimants for employment services, and the provision of job finding and placement services; and
  - 3. Referring and providing application assistance to UI claimants for training and education resources and programs.
- **B.** DETR's Vocational Rehabilitation program will assess, plan, and provide services to individuals with disabilities so that they may prepare for and engage in competitive integrated employment consistent with their unique strengths, priorities, concerns, abilities, capabilities, interests, and informed choice. The program uses their expertise to ensure that individuals with disabilities get the services they need through the OSDS and play a critical role in working with employers who are interested in hiring qualified individuals with disabilities.

Page 4 of 23

#### **VI.** Responsibilities of the Department of Education (DOE)

The DOE's Adult Education and Literacy program provides the following Adult Education and Family Literacy Act services and activities to job seekers of the OSDS including the following activities that improve access to education and training opportunities, as well as employment:

- **A.** Assist adults to become literate and obtain knowledge and skills for employment and economic self-sufficiency;
- **B.** Support the educational and skill achievement of parents and family members to participate in the educational development of their children and improve economic opportunities for families;
- **C.** Assist immigrants and English learners in improving their English and math proficiency and understanding the rights and responsibilities of citizenship; and
- **D.** Assist incarcerated individuals in strengthening their knowledge and skills to promote successful re-entry into society.

#### VII. Responsibilities of the One-Stop Operator and All Partners

Parties to this MOU agree to deliver highly coordinated services that are essential for all customers. Given the complexity of the workforce development system and the wide range of services available to businesses and job seekers, it is necessary that system partners, agencies, and organizations contribute and maintain a network of robustly coordinated services across the community that are accessible at multiple points and in a seamless approach.

The following elements must be incorporated:

- **A.** Seamless customer flow between programs, whereby all information will be accessible to avoid duplication of services to the extent permitted by regulations requiring confidentiality of participant records.
- **B.** High standards for quality of service and customer experience for all individuals seeking assistance through the OSDS, which will include:
  - 1. All system partners being listed as a source for applicable referrals for services rendered to customers.
  - 2. All system partners working in a safe and professional environment.
  - 3. System customers receiving prompt and courteous service from staff.

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- 4. System partners promoting further integration of programs through joint planning at the State and local level.
- 5. System partners participating in the identification of best practices/strategies to improve coordination and integration of resources, programs and services.
- 6. System partners measuring program performance and sharing such information with the other system partners as requested.
- 7. System partners actively participating in the operation of the system consistent with the terms of this MOU and within the scope of legislative requirements governing the parties' respective programs, services, and agencies/ organizations.
- **C.** A systematic referral process in which all partners are knowledgeable of each other's appropriate contact information and point(s) of contact, and includes follow-up to ensure that customers received appropriate services and that referral outcomes can be tracked and recorded.
- **D.** Promotion of co-enrollment of participants across programs and funding streams in order to coordinate and leverage resources and facilitate the interdependence that is at the core of an integrated system.
- **E.** For WIOA funded programs, priority of services must be established at the time of eligibility determination and will not change during the participation period:
  - 1. Veterans and eligible spouses who are also included in the groups given statutory priority for WIOA adult formula funds. This means that veterans and eligible spouses who are also recipients of public assistance, are low-income individuals, or are basic skills deficient will receive first priority of services provided with WIOA adult formula funds;
  - 2. Non-covered Persons (individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA adult formula funds;
  - 3. Veterans and eligible spouses who are not\_included in WIOA's priority groups;
  - 4. Non-covered persons outside the groups given priority under WIOA.

# VIII. Integrated Service Delivery

The parties to this MOU agree to conduct the following activities:

- **A.** Provision of universal access to career services, which shall be available to individuals through the OSDS and shall, at a minimum, include access to:
  - 1. Determinations of eligibility for services under Title I of WIOA for those OSDS partners funded by WIOA.
  - 2. Outreach, intake and orientation to the information and other services available through the OSDS.

- 3. Initial assessments of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities, and supportive service needs.
- 4. Labor exchange services, including job search and placement assistance, career counseling when determined to be appropriate, provision of information on indemand sectors and non-traditional employment, and appropriate recruitment and other business services on behalf of employers.
- 5. Referrals to and coordination of activities within the OSDS and other workforce development programs.
- 6. Workforce and employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas including job vacancy listings, information on job skills necessary to obtain employment and information on local in-demand occupations and the earnings and skill requirement for such occupations.
- 7. Performance and program cost information on eligible providers of training services.
- 8. Information, in formats that are usable by and understandable to customers, regarding how the local area is performing on the local performance accountability measures.
- 9. Information, in formats that are usable by and understandable to customers, relating to the availability of supportive services in the local area and appropriate referrals to those services.
- 10. Information and assistance regarding the filing of claims for unemployment compensation including meaningful assistance by on-site properly trained staff.
- 11. Information relating to and assistance in establishing eligibility for programs of financial aid assistance and education programs.
- **B.** Provision of the career services that are applicable to their respective programs and appropriate for the customer being referred and shall include access to:
  - 1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers including diagnostic testing and assessment tools and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
  - 2. Development of an individual's employment plan, to identify the employment goals, achievement goals, and combination of services for the participant;
  - 3. Groups and/or individual counseling and mentoring;
  - 4. Career planning (case management);
  - 5. Short-term pre-vocational services including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct;
  - 6. Internships and work experiences that are linked to careers;
  - 7. Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self management skills;
  - 8. Financial literacy skills;

Page 7 of 23

9. Out-of-area job search assistance and relocation assistance; and

10. English language acquisition and integrated education and training programs.

- **C.** Provision of follow-up services must be provided as appropriate for participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment including counseling about the workplace.
- D. Training Services may be provided if partners determine, after an interview, evaluation or assessment and career planning that the individual is unlikely or unable to obtain or retain employment, is in need of training services, and has the skills and qualifications to successfully participate in the selected program of training services. Training services must be provided through an Individual Training Account and be linked to in-demand employment opportunities. Selection of training services should maximize customer choice, be linked to in-demand occupations, provide training provider performance, and coordinate funding with other sources.
- **E.** Participate in joint planning and staff/professional development opportunities.

# IX. Resource Sharing

An interim Resource Sharing Agreement effective retroactive to July 1, 2015 is outlined in Attachment A of this MOU and will continue in force until a final resource sharing agreement is developed. Each partner's payment of a portion of the operating and infrastructure costs of the OSCC is either in cash or through in-kind services methodology that must be approved by WC. This interim Resource Sharing Agreement must be amended once a final infrastructure cost plan is determined.

Partners to this MOU agree to share in the funding of operating costs of the OSDS, including payment of a portion of the infrastructure costs of the OSCC, as spelled out in WIOA Section 121(c)(2)(A)(ii), either in cash or through in-kind services methodology that must be approved by WC. WC will lead the SNWDA collaborative process required to develop a local one-stop funding mechanism which will result in a final resource sharing agreement that ensures the costs of services, operating cost, and infrastructure costs of the system will be funded by all partners based upon formula or plan. WC and OSDS partners will ensure that shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs are reflected in the final Resource Sharing Agreement.

Section 121(h) of WIOA requires that all required one-stop partners use a portion of their funds to maintain the one-stop delivery system, including payment of a portion of the infrastructure costs of one-stop centers. This requirement is based on the premise that joint funding of one-stop infrastructure is a necessary foundation for an integrated service delivery system. Specifically, partner funding of infrastructure costs is intended to: maintain the one-stop delivery system to meet the needs of the local areas; reduce

Page 8 of 23

duplication by improving program effectiveness through the sharing of services, resources, and technologies among partners; reduce overhead by streamlining and sharing financial, procurement, and facilities costs; encourage efficient use of information technology to include, when possible, the use of machine readable forms and shared management systems; ensure that costs are appropriately shared by one-stop partners by basing contributions on proportional share of use; and ensure that services provided by the OSDS partners to reduce duplication or to increase financial efficiency at the one-stop centers are allowable under the partner's program.

## X. Performance Accountability

#### A. Data Access

WIOA partners will utilize a common management information system (MIS) currently under development by DETR and WC. Where other OSDS partners are utilizing a different proprietary MIS, shared information and data agreements will be utilized to support access to information between the partners as allowed by authorizing law and regulations.

#### **B.** Continuous Improvement

The One-Stop Operator will assess Center operations to ensure continuous improvement to highlight the One-Stop Career Center's ability to meet customer expectations.

#### C. Monitoring by Workforce Connections

Workforce Connections will monitor annually and perform desk reviews on an as needed basis to evaluate the effectiveness of the local One-Stop Delivery System and partner services located in the One-Stop Career Center and Affiliate Sites including qualitative and quantitative program analysis of program goals, performance, success indicators, outcomes, cost efficiencies, seamless delivery, partner collaboration, and customer satisfaction.

#### **D.** Customer Satisfaction

The system partners will measure the success of the OSDS in ensuring business and jobseekers are highly satisfied with the workforce development system services and activities via customer satisfaction surveys.

#### XI. Term and Termination of this MOU

The term of this MOU shall be effective \_\_\_\_\_\_ and terminate **June 30**, **2018** and reviewed at least once during the effective term of this MOU, unless otherwise terminated by action of law or as permitted in this MOU and/or as amended.

Page 9 of 23

The Local Workforce Development Board (LWDB), with the agreement of the local elected official, may terminate this MOU upon 30 days' written notice to the Partners, or to a single Partner with or without cause. Cause includes, but is not limited to:

- A. Failure to meet required performance standards;
- B. Failure to comply with this MOU; or
- C. Failure to comply with policies and standard operating procedures as established under the authority of the LWDB.

One-Stop Delivery System Partners and WC may mutually agree in writing to extend the term of this MOU, unless sooner terminated by either party. Each MOU entered into between WC and any OSDS partner will be reviewed no less than once every three years to ensure appropriate funding and delivery of services.

### XII. Entire Memorandum of Understanding

This MOU constitutes the entire MOU between the parties hereto. This is the entire MOU between the parties and supersedes all prior MOUs between the parties concerning the subject of this MOU. If any provision of this MOU is found to be unenforceable for any reason, all remaining provisions of the MOU shall remain in full force and effect. This MOU may be amended or supplemented only in writing and signed by the parties. No waiver of any of the provisions of this MOU will be deemed, or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

## XIII. Modification and Termination of Participation

This MOU may be modified, altered, revised, extended or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all the parties. Submission of a revised MOU does not require a modification to the local plan. Any party to this MOU may terminate their participation in this MOU by giving prior written notice of at least 30 calendar days of the intent to terminate to the other parties and the LWDB.

## XIV. Confidentiality

Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received from any of the parties to the extent that such information is confidential by law or otherwise required by this MOU. OSDS partners must take the steps necessary to ensure the privacy of all Personal Identifiable Information (PII) obtained from customers and/or other individuals and to protect such information from unauthorized disclosure. System partners agree to fully comply

Page 10 of 23

WORKFORCE CONNECTIONS PEOPLE. PARTNERSHIPS. POSSIBILITIES.

with data confidentiality, and will develop procedures that will describe processes to share customer information.

## XV. Severability

If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision of this MOU unenforceable.

### XVI. Insurance

All parties agree to maintain in full force and effect during the term of this MOU and any extension thereof, commercial general liability insurance, or self-insurance, with the limits of not less than \$1,000,000 single limit coverage per occurrence for bodily injury, personal injury and property damage. Upon request of any other party, a party shall provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting party.

### XVII. Indemnification/Hold Harmless

Each party hereby agrees to indemnify, defend and hold harmless all other parties to this MOU from and against all claims, demands, damages and costs arising out of or resulting from any acts or omissions which may arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

## XVIII. Equal Employment Opportunity

Equal Employment Opportunity has been, and will continue to be, a fundamental principle of the SNWDA, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, mental or physical disability, sexual orientation, veteran status or any other characteristic protected by applicable federal, state or local law. All such discrimination is unlawful and all persons involved in the operation of the OSDS are prohibited from engaging in this type of conduct.

## XIX. Non-Discrimination

OSDS partners assure that they will fully comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.

Page 11 of 23

'794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

## XX. Veterans Priority

Parties to this MOU will comply with Veterans Priority Provisions. System partners are subject to the provisions of the "Jobs for Veterans Act" (JVA), PL 107-288 (37 USC 4216), as implemented by Title 20 of the Code of Federal Regulations Part 1010.

### XXI. Disabilities Services

Parties to this MOU will comply with Title 29 of the Code of Federal Regulations Parts 37.7 through 37.10, and will assure that the following is provided, to the extent possible, within the OSDS:

- **A.** Programs and activities are physically, as well as programmatically, accessible to individuals with disabilities.
- **B.** System partners' offices and affiliated sites shall be designed to accommodate the needs of physically and mentally handicapped individuals, as appropriate.
- **C.** Programs and activities, when viewed in their entirety, shall be accessible.

#### XXII. Dispute Resolution

Should any dispute or grievance require resolution, the steps outlined should be followed. Parties shall continue with their responsibilities under this MOU during any period of dispute or disagreement. Disputes shall be resolved in a timely manner, directly involving the One-Stop Operator and Workforce Connections, as appropriate. Should any disputes or disagreements require discussion and resolution, applicable steps as required by Workforce Connections and WIOA, and other applicable authorizing Acts and laws shall be followed.

Page 12 of 23

WORKFORCE CONNECTIONS PEOPLE. PARTNERSHIPS. POSSIBILITIES.

#### XXIII. Incorporated Documents

This Agreement incorporates the following attachments:

Attachment A:	Southern Nevada Workforce Development Area One-Stop Career Center Interim Resource Sharing Agreement Effective Retroactive to July 1, 2015
Attachment AA:	Southern Nevada Workforce Development Area One-Stop Career Center PY2015 Shared Costs – Budget and Narrative Effective Retroactive to July 1, 2015
Attachment AB:	In-kind Costs
Attachment B:	One-Stop Affiliate Sites Partners
Attachment C:	Optional One-Stop Delivery System Partners

#### XXIV. Proper Authority

The parties hereto represent and warrant that the person executing this MOU on behalf of each party has the full power and authority to enter into this MOU and that the parties are authorized by law to perform the services set forth herein.

By signing individual copies of this MOU, all parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations and guidelines relating to nondiscrimination, equal opportunity, maintenance of records and other confidential information regarding the OSDS customers.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

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Page 13 of 23

**Workforce Connections** 

Ardell Galbreth, Executive Director Date

Page 14 of 23

# Arbor E&T, LLC d/b/a ResCare Workforce Services

L. Bradley Williams, Vice President Date

Page 15 of 23

# Nevada Department of Employment, Training and Rehabilitation (DETR) Wagner-Peyser Title III

Don Soderberg, Director	Date

Page 16 of 23



# Nevada Department of Employment, Training and Rehabilitation (DETR) Vocational Rehabilitation Title IV

Don Soderberg, Director	Date

Page 17 of 23



# Nevada Department of Employment, Training and Rehabilitation (DETR) Unemployment Insurance

Don Soderberg, Director	Date

Page 18 of 23

# Nevada Department of Education Adult Education and Family Literacy Title II

Steve Canavero, Superintendent of Public Instruction	Date

Page 19 of 23

# American Association for Retired Persons (AARP) Older Americans Act, Title V (SCSEP)

red Ix, Project Manager	Date

Page 20 of 23

# Armed Forces Services Corporation Veterans Financial Coaching

Stephen Page, Senior Manager	Date

Page 21 of 23

## Attachment B

## One-Stop Affiliate Sites Partners (As of December 20, 2015)

In order to maximize access to the OSDS throughout the SNWDA, WC has established the One-Stop Affiliate Sites where programs, services and activities under WIOA are made available. The following list of One-Stop Affiliate Sites Partners may be amended and revised as WC determines it necessary to add new partner locations whose participation has been determined to be crucial to an effective OSDS:

Las Vegas Valley – North and	Las Vegas Valley – South
Adult Pre-Apprenticeship	HELP of Southern Nevada
Nevada Partners, Inc.	1640 E. Flamingo Rd., Suite 100
710 W. Lake Mead Blvd.	Las Vegas, Nevada 89119
Las Vegas, NV 89030	
Las Vegas Valley – East	Lincoln County
Academy of Human Development	Lincoln County Adult Workforce
235 N. Eastern Ave., #109	360 Lincoln St.
Las Vegas, NV 89101	Caliente, NV 89008
<b>Nye &amp; Esmeralda Counties</b> NyE Communities Coalition 1020 E. Wilson Rd. Pahrump, NV 89048	Adults with Disabilities Easter Seals Nevada 7351 W. Charleston Blvd., Suite 120 Las Vegas, NV 89146
Adults with Disabilities	Post-Release Re-Entry
Goodwill of Southern Nevada	Foundation for an Independent Tomorrow
1280 W. Cheyenne Ave.	1931 Stella Lake Dr.
North Las Vegas, NV 89030	Las Vegas, NV 89106
Veterans & Eligible Spouses	
Las Vegas Urban League	
3575 W. Cheyenne Ave., #101	
Las Vegas, NV 89032	

#### **Attachment C**

# Optional One-Stop Delivery System Partners (As of December 20, 2015)

Although not required partners by WIOA, optional OSDS partners provide valuable employment, educational, training, and supportive services to customers of the OSDS and may be co-located in the OSCC or provide services through electronic means or formalized referral processes. The following list of optional OSDS partners may be amended and revised as WC determines it necessary to add new partners whose participation has been determined to be crucial to an effective OSDS:

Armed Forces Services Corporation **Basic Community Services Clark County Social Services** College of Southern Nevada Community Services of Nevada **Desert Rose High School Financial Guidance Center** Manpower, Inc. of Southern Nevada **Moving Forward Learning Centers NV** Department of Corrections Nevada Beyond Yellow Ribbon Nevada Hospital Association Nevada State College New Growth Nevada Corporation (Community Services Agency) Professional Institute of Technology and Accounting (PITA) **Quality Investigations QI Security Services** Salvation Army Southwest Truck Driver Training The Learning Center **Three Square UNLV** Division of Educational Outreach Vegas PBS



# Southern Nevada Workforce Development Area

# One-Stop Career Center Partner Agreement Between Arbor E&T, LLC d/b/a ResCare Workforce Services and the One-Stop Career Center Partners

#### I. Purpose

The purpose of this agreement is to outline the services provided in the One-Stop Career Center (OSCC) and how each partner contributes to these services. All partners in the OSCC agree:

- A. To deliver a high-quality, consistent set of services to jobseeker and employer customers.
- B. To ensure a mix of services that allows the system to serve a diverse customer base.
- C. To coordinate services and funding to support customer access to and success in postsecondary education.
- D. To support customers progress toward economic self-sufficiency.
- E. To promote industry sector and employer-driven strategies.
- F. To maintain and consistently improve the integration of services and service providers within the OSCC and the system.
- G. To ensure high levels of accountability, cost-efficiency, and innovation to maximize resources and customer satisfaction.
- H. To adopt innovative approaches for service delivery using national best practices.
- I. To collaborate and communicate on a regular basis to review quality of service and performance.
- J. To ensure that all customers will be made aware of all the programs and services for which they may be eligible.

#### II. Responsibilities of the One-Stop Operator and Partners

#### A. Partner Responsibilities

The Workforce Innovation and Opportunity Act (WIOA) describes the OSCC as "a physical location where jobseeker and employer customers can access the programs, services and activities of all required one-stop partners." The responsibilities of the OSCC partners are:

Page 1

- 1. To provide Career Services (Basic and Individualized);
- 2. To provide workforce and labor market information; and
- 3. To provide access to training services.

## **B.** One-Stop Operator Responsibilities

Arbor E&T, LLC d/b/a ResCare Workforce Services (RWS) will provide the leadership, foundation and tools to ensure the standardization of service delivery through the OSCC. Talent Delivery is comprised of three functional areas:

- 1. **Talent Solutions for Business** this function is responsible for talent fulfillment by building business relationships, understanding business needs, communicating those needs to OSCC team, and connecting qualified candidates to employment opportunities. Where business needs cannot be met by existing career center candidates, the team shall source for candidates utilizing a variety of tools, relationships and events designed to recruit potential job candidates not currently engaged with the OSCC.
- 2. **Talent Engagement** this function is responsible for engaging customers, providing information on career center services, determining level of need, assisting with navigating self-help resources, and guiding customers to the right next service.
- Talent Development this function is responsible for providing individualized assistance, usually one-on-one that includes a comprehensive assessment, career planning, coaching through and celebrating plan achievements and leveraging other community resources.

## III. Term and Termination of this Agreement

This Agreement will be effective retroactive to July 1, 2015 and terminate June 30, 2018 and reviewed at least once during the effective term of this Agreement, unless otherwise terminated by action of law or as permitted in this Agreement and/or as amended. The Local Workforce Development Board (LWDB), with the agreement of the local elected official, may terminate this Agreement upon 30 days' written notice to the OSCC Operator and/or Partners, or to a single Partner with or without cause. Cause includes, but is not limited to:

- A. Failure to meet required performance standards;
- B. Failure to comply with this Agreement; or
- C. Failure to comply with policies and standard operating procedures as established under the authority of the LWDB.

WORKFORCE CONNECTIONS PEOPLE, PARTNERSHIPS, POSSIBILITIES.

## **IV. Entire Agreement**

This Agreement constitutes the entire agreement between the parties hereto. This is the entire agreement between the parties and supersedes all prior agreements between the parties concerning the subject of this Agreement. If any provision of this Agreement is found to be unenforceable for any reason, all remaining provisions of the Agreement shall remain in full force and effect. This Agreement may be amended or supplemented only in writing and signed by all parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

### V. Modification and Termination of Participation

This Agreement may be modified, altered, revised, extended or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all the parties. Any party to this Agreement may terminate their participation in this Agreement by giving prior written notice of at least 30 calendar days of the intent to terminate to the other parties and the LWDB.

#### VI. Dispute Resolution

Should any dispute or grievance require resolution, the steps outlined should be followed. Parties shall continue with their responsibilities under this Agreement during any period of dispute or disagreement. Disputes shall be resolved in a timely manner, directly involving the OSCC Operator and the LWDB, as appropriate. Should any disputes or disagreements require resolution, applicable steps as required by the LWDB, WIOA, and other applicable authorizing Acts and laws shall be followed.

#### **VII.** Compliance Reference Documents

All parties to this Agreement will abide by state and federal grant requirements, including, but not limited to nondiscrimination, accessibility, the federal lobbying act, state and federal debarment, in accordance with policies and guidelines developed and distributed by the Department of Labor.

The parties to this Agreement agree to comply with the following referenced documents:

- A. Workforce Innovation and Opportunity Act and any revisions or compliance requirements;
- B. Workforce Connections policies and procedures;
- C. Southern Nevada Local Workforce Development Board plan;

- D. Southern Nevada Local Workforce Development Area One-Stop Delivery System MOU;
- E. Local Resource Sharing Agreements; and
- F. Individual partner policies and procedures as they pertain to service delivery in the OSCC.

## **VIII. Incorporated Documents**

This Agreement incorporates the following attachments:

Attachment A:	Southern Nevada Workforce Development Area One-Stop Career Center Interim Resource Sharing Agreement Effective Retroactive to July 1, 2015
Attachment AA:	Southern Nevada Workforce Development Area One-Stop Career Center PY2015 Shared Costs – Budget and Narrative Effective Retroactive to July 1, 2015
Attachmont AD.	In bind Costs

Attachment AB: In-kind Costs

## IX. Proper Authority

The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has the full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

By signing individual copies of this Agreement, all parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations and guidelines relating to nondiscrimination, equal opportunity, maintenance of records and other confidential information regarding the OSDS customers.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

/// /// ///

# Arbor E&T, LLC d/b/a ResCare Workforce Services

L. Bradley Williams, Vice President

**Workforce Connections** 

Ardell Galbreth, Executive Director



# Nevada Department of Employment, Training and Rehabilitation (DETR) Wagner-Peyser Title III

Don Soderberg, Director



# Nevada Department of Employment, Training and Rehabilitation (DETR) Vocational Rehabilitation Title IV

Don Soderberg, Director



# Nevada Department of Employment, Training and Rehabilitation (DETR) Unemployment Insurance

Don Soderberg, Director

# Nevada Department of Education Adult Education and Family Literacy Title II

Steve Canavero, Superintendent of Public Instruction

# American Association for Retired Persons (AARP) Older Americans Act, Title V (SCSEP)

Fred Ix, Project Manager

Armed Forces Services Corporation Veterans Financial Coaching

Stephen Page, Senior Manager

# <u>ATTACHMENT G – Draft Resource Sharing Agreement</u> (Please see following pages.)

6330 W. Charleston Blvd, Suite 150, Las Vegas, NV 89146 Phone: (702) 638-8750 Fax: (702) 638-8774

# Southern Nevada Workforce Development Area

# One-Stop Career Center Interim Resource Sharing Agreement

## I. Introduction

This Interim Resource Sharing Agreement (RSA) is entered into pursuant to the Memorandum of Understanding (MOU) by and among Southern Nevada Workforce Development Board and the Southern Nevada One-Stop Delivery System signatory partners (OSDS Partners) and the One-stop Career Center Partner Agreement Between Arbor E&T, LLC d/b/a ResCare Workforce Services (RWS) and One-Stop Career Center Partners (OSCC Agreement). OSDS partners that have worksites established within the physical One-Stop Career Center will share operating and infrastructure costs of the One-Stop Career Center. As set forth in this agreement, specific costs to be shared will be delineated in the One-Stop Career Center Budget and Narrative in Attachment AA.

## II. Term of this Agreement

The term of this Interim Resource Sharing Agreement is effective retroactive to July 1, 2015, and will continue in force until a final resource sharing agreement is developed. Each OSCC Partner's payment of a portion of the operating and infrastructure costs of the OSCC is either in cash or through in-kind services methodology that must be approved by Workforce Connections (WC) and One-Stop Operator. This interim Resource Sharing Agreement must be amended once a final infrastructure cost plan is determined.

# III. Indirect Cost Operating Budget

The indirect cost operating budget is set forth in Attachment AA, as approved by the Southern Nevada Workforce Development Area's Local Elected Officials Consortium (LEOs) plus additional shared costs incurred by the One-Stop Career Center Operator. Any anticipated expenditure that will create an increase of 5% or more to the total indirect cost operating budget amount will require an amendment to this interim Agreement's operating budget prior to incurring the expenditure.

# IV. Indirect Cost Operating Budget Cost Allocation Method

Pursuant to the MOU and OSCC Agreement, it is agreed that each non-WIOA (Workforce Innovation and Opportunity Act) funded OSCC Partner shall pay its allocated share of indirect operational costs with cash or through in-kind services methodology that must be approved by WC and One-Stop Operator. All One-Stop Career Center allocated operating costs must be approved by the Southern Nevada Workforce Development Board's executive director. Such indirect costs are costs that have been incurred for common or joint purpose and cannot be directly attributable/identifiable to one or more One-Stop Career Center Partner.

Costs will be allocated using the seat allocation method for those OSCC Partners who have worksites established within the physical One-Stop Career Center. As such, Attachment AA shall set forth the cost allocation percentages chargeable and identified to each OSCC Partner.

# V. Invoicing and Payments

For all partners who have worksites established within the physical One-Stop Career Center, it is agreed that on behalf of the Southern Nevada Workforce Development Area Local Elected Officials Consortium, Workforce Connections and Arbor E&T, LLC d/b/a ResCare Workforce Services will invoice OSCC Partners for all direct, indirect and/or shared operational costs that are due the Southern Nevada Workforce Development Area. Payment is to be made to Workforce Connections within 30 days of receipt of invoice. Appropriate credits and debits will be applied to the Workforce Innovation and Opportunity Act (WIOA) cost share accounts when adjustments are necessary.

All payment is to be made to:

Workforce Connections Financial Department 6330 W. Charleston Blvd., Suite #150 Las Vegas, Nevada 89146

## VI. Development of a Final Resource Sharing Agreement

All OSDS Partners to the MOU agree to share in the funding of operating costs of the OSDS, including payment of a portion of the infrastructure costs of the OSCC, as spelled out in WIOA Section 121(c)(2)(A)(ii), either in cash or through in-kind services methodology that must be approved by WC. WC will lead the SNWDA

collaborative process required to develop a local one-stop funding mechanism which will result in a final resource sharing agreement that ensures the costs of services, operating costs, and infrastructure costs of the system will be funded by all partners based upon formula or plan. WC and OSDS partners will ensure that shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs are reflected in the final Resource Sharing Agreement.

Section 121(h) of WIOA requires that all required one-stop partners use a portion of their funds to maintain the one-stop delivery system, including payment of a portion of the infrastructure costs of one-stop centers. This requirement is based on the premise that joint funding of one-stop infrastructure is a necessary foundation for an integrated service delivery system. Specifically, partner funding of infrastructure costs is intended to:

- A. Maintain the one-stop delivery system to meet the needs of the local areas;
- B. Reduce duplication by improving program effectiveness through the sharing of services, resources, and technologies among partners;
- C. Reduce overhead by streamlining and sharing financial, procurement, and facilities costs;
- D. Encourage efficient use of information technology to include, when possible, the use of machine readable forms and shared management systems;
- E. Ensure that costs are appropriately shared by one-stop partners by basing contributions on proportional share of use; and
- F. Ensure that services provided by the OSDS partners to reduce duplication or to increase financial efficiency at the one-stop centers are allowable under the partner's program.

## VII. Incorporated Documents

This Agreement incorporates the following attachments:

Attachment AA:	Southern Nevada Workforce Development Area
	One-Stop Career Center
	PY2015 Shared Costs – Budget and Narrative
	Effective Retroactive to July 1, 2015

Attachment AB: In-kind Costs

#### **VIII. Proper Authority**

The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has the full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

By signing individual copies of this Agreement, all parties agree that the provisions contained herein are subject to all applicable Federal, State and local laws, regulations and guidelines relating to nondiscrimination, equal opportunity, maintenance of records and other confidential information regarding the OSDS customers.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.



# Arbor E&T, LLC d/b/a ResCare Workforce Services

L. Bradley Williams, Vice President Date

**Workforce Connections** 

Ardell Galbreth, Executive Director	Date



### Nevada Department of Employment, Training and Rehabilitation (DETR) Wagner-Peyser Title III

Don Soderberg, Director	Date



### Nevada Department of Employment, Training and Rehabilitation (DETR) Vocational Rehabilitation Title IV

Don Soderberg, Director	Date



### Nevada Department of Employment, Training and Rehabilitation (DETR) Unemployment Insurance

Don Soderberg, Director	Date

### Nevada Department of Education Adult Education and Family Literacy Title II

Steve Canavero, Superintendent of Public Instruction	Date

### American Association for Retired Persons (AARP) Older Americans Act, Title V (SCSEP)

Fred Ix, Project Manager	Date

### Armed Forces Services Corporation (AFSC) Financial Coaching Program

Stephen Page, Senior Manager	Date

#### Attachment AA

#### Southern Nevada Workforce Development Area One-Stop Career Center PY2015 Shared Costs - Budget and Narrative Effective Retroactive to July 1, 2015

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	ystems Communications		25,500			25,500
	raining, and Seminars - Staff		3.000			3.000
	ravel and Mileage - Staff		2.000			2.000
7060 Ut	0		30,000			30,000
7065 Te	elephone		2,700			2,700
	acility Rent/Lease		146,000			146,000
	acilities Repairs and Maintena	ance	100,025			100,025
	dmin Support Contracts		6,000			6,000
	rogram Support Contracts		20,000			20,000
	rogram Support Contracts - IT	/Web				,
	on-Board Meetings and Outre		1,800			1,800
	oard Meetings and Travel		.,			-
	isurance		12,900			12,900
	mployee Fringe Benefits		18,613		35,262	53,875
	mployer Payroll Taxes		1,595		00,202	1,595
	ayroll Services and Bank Fee	s	950			950
	quipment - Operating Leases		45,500			45,500
	apital - Equipment and Furnitu	Ire	7,750			7,750
	epreciation		140,000			140,000
	trategic Initiative - WIA		125,000			125,000
	Subtotal One-Stop Career C	Center	781,512		203,175	984,687

	One-Stop Partner Cost	39	-	\$ 25,248
		Total		
One-Stop Benefit Calculation	Seats	Count	%	Total
One-Stop Operator - WIOA A/DW (Core)	25	25	64%	631,210
Business Engagement - WIOA A/DW (Core)	5	5	13%	126,242
DETR - Voc Rehab and Wagner-Peyser (Core)	6	6	15%	151,490
DETR - Unemployment Insurance (Required)	1	1	3%	25,248
AARP, Division of Aging Services (Required)	1	1	3%	25,248
Armed Forces Service Corporation (Other)	1	1	3%	25,248
,	39 0	39	100%	984,687

Summary			
Workforce Connections	757,452	76.92%	
DETR	176,739	17.95%	
AARP	25,248	2.56%	
Other - AFSC	25,248	2.56%	
Total	984,687	100.00%	

### Southern Nevada Workforce Development Area

### One-Stop Career Center PY2015 Shared Costs – Budget Narrative

Shared costs are defined as those actual costs related to full operation of the LWDB's One-Stop Career Center including infrastructure costs in which all WIOA required partners receive benefit. Shared costs are borne by all required partners that deliver program services throughout the LWDB's One Stop Delivery System and/or through the One Stop Career Center; partners do not have to be co-located. These costs may include the following:

**6500 - Salaries: \$229,092 –** Allocated costs for Workforce Connections and One-Stop Career Center Operator administrative and program staff salaries.

Workforce Connections \$ 53,179 (includes portions of IT, Facility, Finance, and Executive Staff)

One-Stop Operator \$167,913 (includes 3 Full-time Talent Engagement Specialists, 10% of Project Director, 10% of Office Manager and 25% of Project Accountant)

**7000 - Accounting and Auditing: \$5,000 –** Allocated costs for the A-133 audit as well as extended accounting, financial consulting, and technical support.

A-133 Audit \$ 5,000

- **7025 Dues and Subscriptions: \$1,000** Allocated costs for memberships in trade and technical associations that benefit Workforce Connections' outreach and oversight initiatives. They offer valuable key contacts for workforce/economic development and technical information support.
- **7030 Postage and Delivery: \$6,000** Allocated costs for postage and mail delivery including such activities as routine postage, courier delivery service, and Federal Express delivery.
- **7035 Printing and Reproduction: \$4,500** Ancillary copying and printing costs associated with the One-Stop Career Center daily operations.
- **7040 Office Supplies: \$22,500** Allocated costs for various office supplies needed for daily operations.

**Systems Communications: \$25,500** – Allocated costs for support systems such as data backup, T-1 computer lines, and web hosting for internal e-mail support.

Broadband/Cable	\$12,500
Queuing Systems	\$11,000
Telephone System	\$ 1,500

- Training and Seminars (Staff): \$3,000 Allocated costs for local and out-of-town staff training and seminars for both local and out-of-town locations for fiscal and programs.
- **Travel and Mileage (Staff): \$2,000** Allocated costs for local mileage and out-of-town staff travel for grant related matters, State and USDOL sponsored training and conferences.
- Utilities: **\$30,000** Allocated costs for utilities.

NV Energy Power	\$23,500
Southwest Gas	\$ 3,500

**Telephone: \$2,700** – Allocated costs for all activities related to telephone services including local and long distance phone charges and wireless communication.

Long Distance

\$ 2,200

**Rent (Offices): \$146,000** – Allocated costs for Workforce Connections' office space for staff in support of the Board's administrative and programmatic functions.

Charleston Festival \$146,000

**Facilities Maintenance: \$100,025** – Allocated costs for equipment, security and facility repairs and maintenance.

Security Services	\$6	5,000
Janitorial Services	\$1	7,000
Facility Repairs	\$	6,000
Facility Supplies	\$	3,500
Security Access Card	\$	1,500
Pest Control	\$	500
Shredding	\$	500

Admin Support Contracts: \$6,000 – Allocated costs for administrative support agreements, HR consultant and temporary staffing with focus on administrative, fiscal, and personnel management.

**7085A Program Support Contracts: \$20,000** – Allocated costs for program support training agreements.

Web Development \$20,000

- **7090** Non-Board Meetings and Outreach: \$1,800 Allocated costs for business and employer outreach initiatives to attract businesses and establish partnerships for workforce development and employer services.
- **7100 Insurance: \$12,900** Allocated costs for One-Stop Career Center anticipated liability insurance costs for general business liability and auto.
- **7100-7120 Employee Fringe Benefits: \$53,875** Allocated costs for employee benefits including medical, dental, life insurance, and Public Employees Retirement System (PERS) contributions. A rate of 35% of the total salaries is used to calculate the fringe benefits for Workforce Connections staff and 21% for One-Stop Operator staff.
- **7125 Employer Payroll Taxes: \$1,595** Allocated costs for employer payroll taxes which are calculated at 3% of total salaries.
- **7130-7135 Bank/Payroll Services: \$950** Allocated costs for various banking services which include wire transfers, ACH payments, and payroll services.
- **7200** Equipment Operating Leases: \$45,500 Allocated costs for existing leases on copiers and postage meter equipment as well as any rental equipment needed in daily operations.

Canon Copiers \$45,000

**8500 Capital – Equipment and Furniture: \$7,750 –** Allocated costs for equipment and furniture including computers, servers, and furniture for administrative and programmatic support staff.

3-year Computer and \$7,000 Server Replacement

- **GASB Depreciation: \$140,000** Depreciation is the method for allocating the cost of fixed assets including Tenant Improvements for the One-Stop Career Center to periods benefitting from asset use.
- **8900 Strategic Initiatives: \$125,000** These funds are available to be allocated for future workforce initiatives approved by the Board and to ensure adequate funding in the first quarter of the next program year.

### Appendix AB

### **In-kind Costs**

While it is understood that offsite and onsite Partners are responsible for shared costs since they derive a benefit from One-Stop Career Center (OSCC) services, it is sometimes necessary and permissible to offset the cash payment of those costs with inkind costs. This document provides guidelines for in-kind costs and some examples of those that may or may not be included to assist each partner in identifying their own inkind resources. Examples are not intended to be comprehensive and each partner's inkind resources and costs will be reviewed individually and are subject to approval.

In-kind costs must be shared goods and/or services that benefit multiple partners such as infrastructure costs, intake costs, resource room costs, business services, workshops, etc. Shared costs must be proportionally distributed to those programs that benefit.

### **In-kind Request Process**

A partner's request to pay a portion of the shared operating and infrastructure costs of the OSCC through in-kind methodology including examples of in-kind goods, services and/or activities <u>must be requested in writing at least once each program year and approved in advance</u> by the One-Stop Operator and Workforce Connections (WC). In-kind resources may be submitted for review and approval anytime during the program year with 30 days advanced notice prior to requested date of utilization. The approved amount based on the method of calculation of market value is an estimate; actual in-kind costs will be documented as a portion of the monthly payment due for shared costs.

### **Documentation of Actual In-kind Costs**

The partner must provide adequate source documentation to support OSCC/WC approved actual in-kind costs used to offset a portion of the required monthly invoice payment. Source documentation includes, but is not limited to, invoices; proof of payment; time sheets for paid employees or third party volunteers; and/or proof of receipt of goods or services by the OSCC. In-kind costs are limited to actual offsetting shared costs incurred during the same program year (July 1 through June 30).

### **Determining the Market Value of In-kind Costs**

Following are examples of in-kind calculations of the market value of in-kind costs. Each approved in-kind partner request will include a determination of method of calculation (§ 200.306/§ 200.434).

**Paid Staff** – When a partner furnishes the services of an employee for approved in-kind services (such as career services and mobile-one stop or rapid response events), these services must be valued at the employee's regular rate of pay plus an amount of fringe benefits that is reasonable, necessary, allocable, and otherwise allowable, and indirect costs at either the organization's approved federally negotiated indirect cost rate or 10% de minimis rate (§ 200.414) provided these services employ the same skill(s) for which the employee is normally paid.

**Professional Services Volunteers** – Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled labor may be counted as cost sharing if the service is integral and necessary to the OSCC shared cost budget. Rates for third-party volunteer services must be consistent with those paid for similar work by the OSCC. Paid fringe benefits that are reasonable, necessary, allocable, and otherwise allowable may be included in the valuation.

**Unpaid Volunteers** – Unpaid volunteers providing on-site services such as assistance in the resource room or intake or off-site services is valued at \$19.81 per hour for Nevada (reported for 2014 at independentsectors.org).

**Paid Volunteers** – When a third-party organization furnishes the services of an employee, these services must be valued at the employee's regular rate of pay plus an amount of fringe benefits that is reasonable, necessary, allocable, and otherwise allowable, and indirect costs at either the third-party organization's approved federally negotiated indirect cost rate or 10% de minimis rate (§ 200.414) provided these services employ the same skill(s) for which the employee is normally paid.

**Goods and Equipment** – Donated property from partners or third parties may include such items as equipment, office supplies, or workshop and classroom supplies. The value assessed to donated property must not exceed the fair market value of the property at the time of the donation.

### In-kind Costs are Necessary, Reasonable, Allowable, and Allocable

The partner accepts all responsibility for ensuring the use of in-kind costs to offset shared costs is not prohibited by the partner's governing statute or regulations and meets all federal, state, and local guidelines.

**In-kind Costs must be Necessary and Reasonable** – A partner may request approval to use in-kind costs to offset a portion of monthly shared costs which are ordinary and necessary goods or services for the operation of and provision of shared services in the OSCC and typically are included in the OSCC shared budget. These goods or services would have been purchased or procured by the OSCC if not contributed in-kind by a partner or third-party. The market value of the in-kind cost must be reasonable and will be determined based on market prices for

comparable goods or services for the geographic area and other considerations of § 200.404.

- **In-kind Costs must be Allowable** In-kind costs may be used only as resources to pay for the partner's portion of shared costs if their use is not prohibited by the agency's governing statute or regulations. Allowable costs must meet the following general criteria: (a) be reasonable for the performance of the OSCC and be allocable; (b)conform to any limitations or exclusions set forth in 2 CFR Part 200 principles or in the grant award as to types or amount of cost items; (c) be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization; (d) be accorded consistent treatment; (e) be determined in accordance with generally accepted accounting principles (GAAP); (f) not be included as a cost or used to meet cost sharing or matching requirements of any other federally financed program in either the current or a prior period; and (g) be adequately documented (§ 200.403).
- **In-kind Costs must be Allocable** In-kind costs are allocable when they clearly benefit multiple partners and/or programs of the OSCC. In order to be allocable to shared costs, in-kind costs must be treated consistently with like costs, incurred specifically for multiple programs and be distributed in reasonable proportion based on the resource sharing agreement (TAG Manual Part I).

### **Examples of In-kind Costs**

In-kind goods, services and activity costs may include, but are not limited to:

- Provision of necessary job preparation workshops for potential, systematically/formally referred, and/or enrolled participants of the OSCC;
- Staff assistance providing career services such as in the resource room or intake;
- Referrals to the One-Stop Career Center (services provided to existing or future participants of the OSCC);
- Information and orientation presentations regarding one-stop delivery system services for potential, systematically/formally referred, and/or enrolled participants of the OSCC;
- Active participation in the planning and execution of job fairs;
- Mobile one-stop event participation and/or Rapid Response events;
- Software (OSOS/SAWS, web-based, WorkKeys, Woofound Self-Assessment);
- Volunteers (whether or not a cost is incurred);
- Providing and/or occupying work space and providing services at a seated partner location; or
- Other goods, services and activities that contribute to the delivery of high quality integrated workforce services that promote efficiency, non-duplication and holistic service approaches.

In-kind costs <u>may not</u> include:

- WIOA Required Partner services (WIOA Section 121(b)(1));
- Program income that is earned at the OSCC through a shared cost (i.e., room rental fees) must be distributed to all partner organizations (TAG Manual Part I);
- Passive attendance at training courses, meetings, seminars, etc. (i.e., attendance with no input, as a member of the audience or group); or
- Provision of publicly available, free of charge expertise, data, reports, software, curriculum or materials.

State of Nevada Department of Employment, Training and Rehabilitation Employment Security Division Workforce Investment Support Services

March 21, 2016

### **MEMORANDUM**

	John Thurman, CEO, Nevadaworks Ardell Galbreth, Executive Director, workforceCONNECTIONS
FROM:	Karlene Johnson, ESD Program Specialist III
SUBJECT:	Local Plans

Workforce Innovation and Opportunity Act of 2014 (WIOA) requires the development of four-year plans, and for these plans to be revisited/revised after the first two years. WIOA regulations direct Local Workforce Development Boards (LWBD) to submit their local plans to DETR for review and approval. The plans are due to Workforce Investment Support Services no later than May 31, 2016. Please submit your draft to the State for approval and after State approval the final plans that have been signed by the Chief Elected Officials electronically in both Word (.doc) and Adobe (.pdf) format to Grant Nielson <u>ghnielson@nvdetr.org</u> and Karlene Johnson at <u>kfjohnson@nvdetr.org</u>.

This memorandum provides local areas with goals to be considered in the development of their local plans. It also provide an assurances checklist tool (Attachment A) to assist local areas to ensure that their plans are complete and in accordance with federal guidance. Attachments B and C provide a state required certification section and public comment section that are to be included in the submitted plan.

### 2016-20 Local Integrated Workforce Plan Goals

- A. Articulate a vision for the local area's workforce development system.
- B. Develop goals, objectives, and strategies to increase skill levels, employment, earnings, customer satisfaction and return on workforce development investments.
- C. Develop a blueprint to utilize the area's strategic workforce assets to meet the requirements of the changing economy.
- D. Create a planning process, managed by LWDBs, that assures meaningful opportunities for business, labor,

local chief elected officials, program operators, Nevada JobConnect (NJC), partner agencies, and others to communicate their needs, offer perspectives and expertise, and participate in the process. The review and comment process for developing the local workforce plan is transparent and dynamic, with opportunities for interested parties to comment as the plan is developed.

- E. Create a plan that is focused on the unique needs and resources of the local area and is consistent with Nevada's 2016-2020 Unified State Plan submitted to Department of Labor on March 3, 2016.
- F. Broadly share goals, objectives, and strategies that:
  - Represent the priorities of the LWDB and its partners.
  - Reflect stakeholder input.
  - Offer guidance and propose approaches that benefit customers of the workforce development system (employers, jobseekers, workers, students, and out-of- school youth).
  - Are supported by current and specific economic and demographic data and needs assessment.
  - Take into account existing workforce development programs and services.
  - Are informed by program performance.
- G. Describe the local area's WIOA Title I operational plans.
- H. Document WIOA Title I compliance through the use of an assurances checklist.

Attachment A -	2016-2020 Loc	cal Workforce Plan	Assurances
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[	Planning Process and Public Comment	References
	<ol> <li>The local board has processes and timelines, consistent with WIOA Section 108(d), to obtain input into the development of the local plan and provide the opportunity for comment by representatives of business, labor organizations, education, other key stakeholders, and the general public for a period that is no less than 30 days.</li> </ol>	WIOA Sections 108(d); proposed 20 CFR 679.550(b)
	<ol> <li>The final local plan is available and accessible to the general public.</li> <li>The local board has established procedures to ensure public access (including people with disabilities) to board meetings and information regarding board activities, such as board membership and minutes.</li> </ol>	Proposed 20 CFR 679.550(b)(5) WIOA Section 107(e); proposed 20 CFR 679.390 and 679.550
	<b>Required Policies and Procedures</b>	References
	4. The local board makes publicly-available any local requirements for the public workforce system, such as policies, including policies for the use of WIOA Title I funds.	Proposed 20 CFR 679.390
	5. The local board has established a written policy or procedure that identifies circumstances that might present conflict of interest for any local workforce investment board or entity that they represent, and provides for the resolution of conflicts.	WIOA Section 107(h); proposed 20 CFR 679.410(a)-(c)
	6. The local board has copies of memoranda of understanding between the local board and each one-stop partner concerning the operation of the one-stop delivery system in the local area, and has provided the State with the latest versions of its memoranda of understanding.	WIOA Section 121(c); proposed 20 CFR 678.500-510
	7. The local board has written policy or procedures that ensure one-stop operator agreements are reviewed and updated no less than once every three years.	WIOA Section 121(c)(v)
	8. The local board has negotiated and reached agreement on local performance measures with the local chief elected official(s) and Governor.	WIOA Sections 107(d)(9) and 116(c); proposed 20 CFR 679.390(k) and 677.210(b)
	9. The local board has procurement policies and procedures for selecting One-Stop operators, awarding contracts under WIOA Title I Adult and Dislocated Worker funding provisions, and awarding contracts for Youth service provision under WIOA Title I in accordance with applicable state and local laws, rules, and regulations, provided no conflict exists with WIOA.	WIOA Sections 121(d) and 123; proposed 20 CFR 678.600-615 and 681.400
	10. The local board has procedures for identifying and determining the eligibility of training providers and their programs to receive WIOA Title I individual training accounts.	WIOA Sections 107(d)(10), 122(b)(3), and 123; Proposed 20 CFR 679.370(1)- (m) and 680.410-430
	11. The local board has written procedures for resolving grievances and complaints alleging violations of WIOA Title I regulations, grants, or other agreements under WIOA and written policies or procedures for assisting customers who express interest in filing complaints at any point of service, including, at a minimum, a requirement that all partners can identify appropriate staff contacts and refer customers to those contacts.	WIOA Section 181(c); proposed 20 CFR 683.600
	12. The local board has established at least one comprehensive, full-service one- stop center and has a written process for the local Chief Elected Official and local board to determine that the center conforms to the definition therein.	WIOA Section 121(e)(2)(A); proposed 20 CFR 678.305

Department of Employment, Training and Rehabilitation Employment Security Division Workforce Investment Support Services Page 3 of 7

13. The local board has written processes or procedures and has identified standard assessment objectives and resources to support service delivery strategies at one-stop centers and, as applicable, affiliate sites.	20 CFR 679.560
14. All partners in the local workforce and education system described in this plan ensure the physical, programmatic and communications accessibility of facilities, programs, services, technology and materials in one-stop centers for individuals with disabilities.	WIOA Section 188; 29 CFR parts 37.7-37.9; 20 CFR 652.8(j)
15. The local board ensures that outreach is provided to populations and sub- populations who can benefit from one-stop services.	WIOA Section 188; 29 CFR 37.42
16. The local board implements universal access to programs and activities to individuals through reasonable recruitment targeting, outreach efforts, assessments, service delivery, partner development, and numeric goals.	WIOA Section 188; 29 CFR 37.42
17. The local board complies with the nondiscrimination provisions of Section 188, and assures that Methods of Administration were developed and implemented.	WIOA Section 188; 29 CFR 37.54(a)(1)
18. The local board collects and maintains data necessary to show compliance with nondiscrimination provisions of Section 188.	WIOA Section 185; 29 CFR 37.37;
19. The local board complies with restrictions governing the use of federal funds for political activities, the use of the one-stop environment for political activities, and the local board complies with the applicable certification and disclosure requirements	2 CFR Part 225 Appendix B; 2 CFR Part 230 Appendix B; 48 CFR 31.205- 22; RCW 42.52.180; TEGL 2-12; 29 CFR Part 93.100
20. The local board ensures that one-stop MSFW and business services staff, along with the Migrant and Seasonal Farm Worker program partner agency, will continue to provide services to agricultural employers and MSFWs that are demand-driven and consistent with DETR's mission.	WIOA Section 167
21. The local board follows confidentiality requirements for wage and education records as required by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, WIOA, and applicable Departmental regulations.	WIOA Sections 116(i)(3) and 185(a)(4); 20 USC 1232g; proposed 20 CFR 677.175 and 20 CFR part 603
Administration of Funds	References
22. The local board has a written policy and procedures to competitively award grants and contracts for WIOA Title I activities (or applicable federal waiver), including a process to be used to procure training services made as exceptions to the Individual Training Account process.	WIOA Section 108(b)(16); proposed 20 CFR 679.560(a)(15); WIOA Section 134(c)(3)(G); proposed 20 CFR 680.300-310
23. The local board has accounting systems that follow current Generally Accepted Accounting Principles (GAAP) and written fiscal-controls and fund-accounting procedures and ensures such procedures are followed to insure proper disbursement and accounting of WIOA adult, dislocated worker, and youth program and the Wagner-Peyser Act funds.	WIOA Section 108(b)(15)
24. The local board ensures compliance with the uniform administrative requirements under WIOA through annual, on-site monitoring of each local sub-recipient.	WIOA Section 184(a)(3); proposed 20 CFR 683.200, 683.300, and 683.400- 410

25. The local board has a local allowable cost and prior approval policy that includes a process for the approval of expenditures of \$5,000 or more for equipment requested by subcontractors.	2 CFR 200.314; 200.453
26. The local board has a written debt collection policy and procedures that conforms with state and federal requirements and a process for maintaining a permanent record of all debt collection cases that supports the decisions made and documents the actions taken with respect to debt collection, restoration, or other debt resolution activities.	WIOA Section 184(c); 20 CFR Part 652; proposed 20 CFR 683.410(a), 683.420(a), 683.750
27. The local board has a written policy and procedures for ensuring management and inventory of all properties obtained using WIOA funds, including property purchased with JTPA or WIA funds and transferred to WIOA.	WIOA Section 184(a)(2)(A); proposed 20 CFR 683.200 and 683.220; OMB Uniform Administrative Guidance; Generally Accepted Accounting Procedures (GAAP)
28. The local board will not use funds received under WIOA to assist, promote, or deter union organizing.	WIOA Section 181(b)(7); proposed 20 CFR 680.850
Eligibility	References
29. The local board has a written policy and procedures that ensure adequate and correct determinations of eligibility for WIOA-funded basic career services and qualifications for enrollment of adults, dislocated workers, and youth in WIOA-funded individualized career services and training services, consistent with state policy on eligibility and priority of service.	Proposed 20 CFR Part 680 Subparts A and B; proposed 20 CFR Part 681 Subpart A
30. The local board has a written policy and procedures for awarding Individual Training Accounts to eligible adults, dislocated workers, and youth receiving WIOA Title I training services, including dollar and/or duration limit(s), limits on the number of times an individual may modify an ITA, and how ITAs will be obligated and authorized.	WIOA Section 134(c)(3)(G); Proposed 20 CFR 680.300-320
31. The local board has a written policy and procedures that establish internal controls, documentation requirements, and leveraging and coordination of other community resources when providing supportive services and, as applicable, needs-related payments to eligible adult, dislocated workers, and youth enrolled in WIOA Title I programs.	WIOA Sections 129(c)(2)(G) and 134(d)(2); proposed 20 CFR 680.900- 970; proposed 20 CFR 681.570;
32. The local board has a written policy for priority of service at its centers and, as applicable, affiliate sites and for local workforce providers that ensures veterans and eligible spouses are identified at the point of entry, made aware of their entitlement to priority of service, and provided information on the array of employment,	Jobs for Veterans Act; Veterans' Benefits, Health Care, and Information Technology Act; 20 CFR 1010; TEGL 10-09; Veterans Program Letter 07-09

### Attachment B

### **Regional/Local Workforce Plan Certification**

This section of the Local Workforce Plan serves as the LWDB's certification that it complies with all required components of Title I of the Workforce Innovation and Opportunity Act and Wagner-Peyser Act and must be signed by authorized officials.

Please customize this signature page to accommodate your CLEO structure (i.e., local areas that require more than one local chief elected official signature).

The Local Workforce Development Board for \_\_\_\_\_\_ certifies that it complies with all required components of Title I of the Workforce Innovation and Opportunity Act and Wagner-Peyser Act and plan development guidelines adopted by the State Workforce Development Board. The LWDB also assures that funds will be spent in accordance with the Workforce Innovation and Opportunity Act, Wagner-Peyser Act, and their regulations, written U.S. Department of Labor guidance implementing these laws, Office of Management and Budget circulars, and all other applicable federal and state laws and regulations.

Local Chief Elected Official(s)

Date

Local Workforce Development Board Chair

Date

Department of Employment, Training and Rehabilitation Employment Security Division Workforce Investment Support Services Page 6 of 7

### Attachment C

### **Public Comment**

Describe the Council's public review and comment process. The description should specify the public comment duration and the various methods used to seek input (e.g., web-posts, newspapers, e-mail, web-posting, events/forums and plan development workgroups. Also include any comments that represent points of disagreement with the plan.

### Agenda item 13. <u>INFORMATION</u>:

Sub Recipient Contracts List for Agenda Items 14-18



### Local Workforce Development Board Workforce Connections Sub-Recipient Contracts

Agondo Itom	Sub recipient (Contractor		Amount	Term	
Agenda Item	Sub-recipient/Contractor	Funding Source	Amount	Start Date	End Date
14	The Salvation Army	Youth/Adult/DW	\$360,000*	October 1, 2016	June 30, 2018
Works did not me	ntract for Youth/Adult OSAS in Mesquite, NV. First RFP proposals fail at the 75% qualification. Although Salvation Army scored 75.2%, past p commending procuring Salvation Army for the Mesquite OSAS and wi	performance was a co	oncern. However, d	ue to sole sou	
15	ResCare Workforce Services	Youth/Adult/DW	\$360,000*	October 1, 2016	June 30, 2018
RFP proposals, on	e Source contract for Youth/Adult OSAS in Boulder City/Laughlin, NV ly one RFP was submitted by Trailways Mental Health and it did not n Sole Source awardee for the Youth/Adult OSAS – Boulder City/Laughl	neet the 75% qualific			
16	Nevada Partners, Inc.	Adult/DW	\$400,000*	October 1, 2015	December 31, 2016
	cost extension request. Nevada Partners, Inc. is requesting a no-cost e ild Nevada Pre-Apprenticeship Program.	extension through De	ecember 31, 2016 fo	r continuatio	on of
17	Nevada Partners. Inc.	Youth	\$650,000*	October 1, 2015	December 31, 2016
	cost extension request. Nevada Partners, Inc. is requesting a no-cost e e-Entry Youth Program.	extension through De	ecember 31, 2016 fo	r continuatic	n of
18	St. Jude's Ranch for Children	Youth	\$210,000*	July 1, 2015	December 31, 2016

Amount not to exceed

Workforce Connections is an equal opportunity employer/program 6330 West Charleston Blvd Suite 150 Las Vegas Nevada 89146 Phone: (702) 638-8750 Fax: (702) 638-8774

### Agenda item 14. <u>DISCUSSION AND POSSIBLE ACTION</u>:

Accept Board's recommendation to award and execute a contract with The Salvation Army to deliver WIOA services in Mesquite, Nevada. Upon approval, The Salvation Army will deliver WIOA services to adults and dislocated workers in an amount not to exceed \$180,000 and WIOA youth services in an amount not to exceed \$180,000. The total award amount shall not exceed \$360,000 for the first twelve (12) months. The contract period shall be October 1, 2016 through June 30, 2018.



# **REQUEST FOR PROPOSAL**

## **Mesquite Adult/Youth One-Stop Affiliate Site**

# Workforce Innovation and Opportunity Act

### Published April 22, 2016

Adult CFDA#: 17.258 Dislocated Worker CFDA#: 17.278 Youth CFDA#: 17.259

## Submission Deadline May 12, 2016 @ 2:00 PM Late submissions will not be accepted.

Workforce Connections is an Equal Opportunity Employer/Program.

Auxiliary aids and services are available upon request for individuals with disabilities. Nevada Relay 711 or (800) 326-6868

Workforce Connections' hours of operation are Monday - Friday, 8:00 AM to 5:00 PM.

Page 1 of 32

### **TABLE OF CONTENTS**

Calendar of Events
Section 1 RFP Introduction4
Section 2 Proposal Review and Evaluation Process
Section 3 Overview
Section 4 Required Proposal Content15
Section 5 Program Description16
Section 6 Scoring Elements: Organizational Capacity and Past Performance
Section 7 Scoring Elements: Program Narrative25
Section 8 Fiscal Elements
Section 9 Fiscal Narrative and Budget

### Request for Proposal Timeline (\*All dates are subject to change) (All times noted in this RFP are Pacific Time)

Request for Proposal (RFP) Release	April 22, 2016
Mandatory Bidders' Conference	
Workforce Connections 6330 W. Charleston Blvd., Suite 150 Las Vegas, NV 89146	April 28, 2016 @ 2:00 PM
Statement of Qualifications (SOQ) Due	May 4, 2016 by 2:00 PM
Notification(s) of SOQ Approval	No later than May 6, 2016
Last day to submit RFP Questions	May 6, 2016 by 5:00 PM
Proposals Due	May 12, 2016 by 2:00 PM
Public Proposal Opening	May 12, 2016 @ 2:30 PM
Evaluation of Proposals and Panel Interviews	May 13, 2016 through May 27, 2016
Recommendation(s) Presented for Approval	June 15, 2016 – Programs June 28, 2016 – Board
Negotiations	June 28-30, 2016
Program Commences	July 1, 2016

### **SECTION 1 RFP INTRODUCTION**

### **1.1 Solicitation**

The purpose of this solicitation is to select a sub-awardee who will deliver career and training services to eligible adults, dislocated workers and youth under the Workforce Innovation and Opportunity Act of 2014 (WIOA). The goal is to receive a wide variety of high quality innovative proposals that "connect employers to a ready workforce" and meet the needs of the Southern Nevada Workforce Development Area. Respondents are invited to submit a proposal for the following:

Target Population:	Adults, Dislocated Workers and Youth (80% Out-
	of-School and 20% In-School)
Geographic Area:	Mesquite, Nevada and surrounding areas in the
	Southern Nevada Workforce Development Area.
Start Date:	July 1, 2016
End Date:	June 30, 2018
Type of Sub-Award:	Cost-Reimbursement Sub-Award
<b>Option to Extend (if applicable):</b>	Two-year initial term with the option to extend up
	to two additional one-year terms.
Estimated Total Adult and	An amount not to exceed \$180,000 in incremental
<b>Dislocated Worker Funding</b>	funding for the first twelve (12) month period.
Available for this RFP:	
Estimated Total Youth Funding	An amount not to exceed \$180,000 in incremental
Available for this RFP:	funding for the first twelve (12) month period.
Estimated Total Funding	An amount not to exceed \$360,000 in incremental
Available for this RFP:	funding for the first twelve (12) month period.
Estimated Number of Sub-	One (1) Sub-Awardee for all Funding Streams
Awards:	

WC is soliciting proposals from qualified organizations to direct federal Department of Labor (DOL) WIOA Title I funds towards career and training services using evidence-based practices. Eligible respondents may include:

- For profit organizations;
- Non-profit organizations;
- Faith-based organizations;
- Community-based organizations;
- Public agencies; and/or
- A collaboration of these organizations.

WC encourages the participation of respondents who are certified as small businesses, minorityowned firms, and women's business enterprises. WC is committed to Equal Opportunity in its procurement process.

A consortium, joint venture, or collaboration of organizations with complementary skills and experience is permitted to respond to this RFP, however, the proposal must clearly demonstrate that <u>all contractual responsibility rests solely with one legal entity serving as the fiscal agent</u>. The fiscal agent must retain documentation, such as meeting minutes and preliminary budgets, regarding the consortium that documents the partnership(s). This documentation will be used to establish a partner relationship for procurement purposes.

Organizations that have not previously been awarded a Workforce Investment Act (WIA) or WIOA sub-award but have managed other federal, state, or local funds to deliver a similar program design, population served, and have participated in a collaborative service delivery approach are encouraged to apply.

This RFP contains the requirements that respondents must meet in order to submit a responsive proposal. A responsive proposal is one that complies with all format and content requirements and amendments of the RFP. This RFP provides information regarding eligibility and the format requirements in which proposals must be submitted.

Successful respondents will serve as sub-awardees of WIOA funds administered by DOL, Nevada Department of Employment Training and Rehabilitation (DETR) and WC.

### **1.2 Mandatory Bidders Conference**

Organizations that intend to submit proposals must attend a mandatory bidder's conference in order for their proposals to be considered. The bidder's conference will convene at the following date, time and location:

Date:	April 28, 2016
Time:	2:00 PM
Location:	Workforce Connections
	6330 W. Charleston Blvd., Suite 150
	Las Vegas, NV 89146

The RFP process will be explained during this conference. Questions and answers from the bidder's conference will be posted on WC's website, <u>www.nvworkforceconnections.org</u>.

### **1.3 RFP Questions**

To ensure a fair and objective evaluation, questions related to the RFP that arise after the mandatory bidder's conference must be submitted via e-mail.

Written questions will be accepted via the email provided below through the following date:

Date:	May 6, 2016
Time:	5:00 PM
Email:	MesquiteRFP@snvwc.org

Questions that are received after the deadline will not be answered. The respondent must include the RFP title in the email subject line (e.g., "*Mesquite RFP*"). Written responses to questions received by WC will be posted on the website only. It is the respondent's responsibility to check the website on a regular basis for updated information and written responses to all questions submitted.

**PLEASE NOTE:** With the exception of the Mandatory Bidders Conference, oral questions will **NOT** be accepted.

Only the responses on the website are considered clarifications to the instructions contained in this RFP. In the event that responses modify any of the terms, conditions, or provisions of this RFP, documentation will be given via a subsequent amendment to the RFP.

### No other sources of responses or clarification are considered valid.

### 1.4 Addenda to this RFP

At the discretion of WC, if it becomes necessary to revise any part of this RFP, an addendum will be posted on WC's website, <u>www.nvworkforceconnections.org</u>.

Respondents are responsible for checking the website frequently to remain informed about the procurement process, receive addenda to the RFP, read responses to questions, and remain updated on other information that may affect this RFP.

Each respondent, upon receiving notification by WC via a published addendum, must insert the information indicated in the RFP package. Failure to acknowledge any addenda will result in disqualification and rejection of the proposal.

### **1.5 Ex-Parte Communication**

It is the policy of WC to prohibit ex-parte communication with any board member (Local Elected Officials, Programs Committee, Budget & Finance Committee, etc.), WC staff, consultants or other persons serving as an evaluator during the procurement process. Respondents that directly contact board members or evaluators risk elimination of their proposals from further consideration.

Any communication by telephone, email, letter, face-to-face conversation, or other off-the-record contact is strictly prohibited. Any discovered ex-parte communication will be provided to WC's Executive Director for review and appropriate action. Respondents who improperly influence the proposal review and evaluation process in any way will be subject to disqualification.

**NOTE:** Under no circumstances may an individual who is an evaluator collaborate and/or communicate with any respondent. Evaluators will be asked to sign the "Conflict of Interest Certification for Request for Proposal" stating they have not communicated or collaborated with any respondent.

### 1.6 Right to Cancel

WC reserves the right to delay, amend, reissue, or cancel, all or any part of this RFP at any time without prior notice. WC also reserves the right to modify the RFP process and timeline as deemed necessary.

This RFP does not commit WC to accept any proposal, nor is WC responsible for any costs incurred by the respondent in the preparation of responses to this RFP. WC reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal, and to award the sub-award in whole or in part as is deemed to be in the best interest of WC. WC reserves the right to negotiate with any respondent after proposals are reviewed, if such action is deemed to be in the best interest of WC.

### 1.7 Termination due to Non-Availability of Funds

When funds are not appropriated or otherwise made available by WC to support continuation of this RFP or any sub-award(s) therein, they shall be cancelled as of the effective date set forth in the termination notice. The sub-awardee shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not yet recovered under this sub-award.

### **1.8 Protests**

Any respondent who has a protest in connection with this request shall have the right to submit, in writing, their protest to WC. Untimely protests will not be considered. The written protest must be submitted to:

Ardell Galbreth, Executive Director Workforce Connections 6330 W. Charleston Blvd., Suite 150 Las Vegas, NV 89146

The protest must be in a format as outlined in WC's Procurement Grievance policy 5.07. This policy is located at: <u>www.nvworkforceconnections.org</u>.

Failure by the respondent to request clarification of any inadequacy, omission, or conflict will not relieve the respondent of this responsibility. The signing of Form 4 – Proposal Affirmation, Certification, and Conflict of Interest will be considered as implicitly denoting that the respondent has a thorough comprehension of the full intent and scope of this RFP.

### 1.9 Statement of Qualifications (SOQ)

WC will require a Statement of Qualifications (SOQ) to establish an organization's qualifications to bid for WIOA funds. The SOQ determines an organization's legal, administrative, and fiscal capacity to meet local, state, and federal government requirements. The SOQ allows the organization to be eligible to respond to this RFP and to be awarded a sub-award with WC. Organizations that have had an SOQ approved prior to January 1, 2016 must re-submit an updated SOQ in order to be eligible to compete. All respondents will be notified in writing regarding approval to the email address that submitted the SOQ. **One (1) electronic SOQ file in PDF format for each respondent must be submitted via email and is due no later than:** 

Due Date:	May 4, 2016
Time:	2:00 PM
Location:	SOQ@snvwc.org
Notification Date:	No later than May 6, 2016

If multiple SOQs are submitted from the same entity, only the last SOQ submission received prior to the deadline will be reviewed.

Detailed information and the necessary forms will be available for download from WC's website at <u>www.nvworkforceconnections.org</u>. Please email any questions regarding the SOQ template to: <u>SOQ@snvwc.org</u>.

### **1.10 Submittal of Proposals**

All proposals shall be time-stamped by WC upon receipt. Please provide <u>one (1) electronic PDF</u> <u>copy submitted on a USB flash drive with the name of the organization clearly labeled on the</u> <u>USB flash drive</u>. Each respondent's USB flash drive will be inspected at the technical review to ensure a PDF file is found on the device submitted. <u>Proposals will not be accepted via facsimile</u> <u>or email.</u>

Each respondent is required to submit their proposal in a format that is easy to read and understand. The respondent must avoid repetitious material. Each proposal should clearly demonstrate the respondent's ability to effectively manage and operate a program under WIOA and provide the services requested. <u>All proposals must delivered on or before:</u>

Date:	May 12, 2016
Time:	2:00 PM
Location:	Workforce Connections
	6330 W. Charleston Blvd., Suite 150
	Las Vegas, NV 89146

All USB flash drives must be submitted in a <u>sealed</u> envelope and plainly marked, "<u>Request for</u> <u>**Proposal**</u>", with the RFP title and the name and address of the respondent clearly marked on the outside in the upper left hand corner of the sealed envelope.

If a respondent sends their proposal via U.S. Postal Service, UPS, or any other type of delivery service, the respondent is responsible for requesting proof of delivery date and time from their chosen carrier.

Respondents who wish to amend a proposal previously submitted must re-submit the entire proposal prior to the deadline noted in this RFP. In the event that multiple proposals are submitted by the same entity, only the last RFP submission received prior to the deadline will be reviewed.

### Proposals received after the denoted closing date and time will not be considered.

### **1.11 Proposal Preparation Costs**

The entire cost for the preparation of a proposal, and any related costs shall be borne by the respondent.

### 1.12 Assurances

Each application for financial assistance under Title I of WIOA, as defined in Title 29 of the Code of Federal Regulations Part 38, must include the following assurances:

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

- 1. Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), 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;
- 2. Title VI of the Civil Rights act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- 3. Section 504 of the rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- 5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- 6. The grant respondent also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant respondent's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant respondent makes to carry out the WIOA Title I financially assisted program or activity. The grant respondent understands that the United States has the right to seek judicial enforcement of this assurance.

The assurance is considered incorporated by operation of law in the grant, cooperative agreement, contract or other arrangement whereby Federal financial assistance under Title I of WIOA is made available, 29 CFR Subpart B §38.25 (a)(2).

### SECTION 2 PROPOSAL REVIEW AND EVALUATION PROCESS

### 2.1 Public Proposal Opening

All proposals submitted will remain sealed until the public proposal opening which will be held on:

Date:	May 12, 2016
Time:	2:30 PM
Location:	Workforce Connections
	6330 W. Charleston Blvd., Suite 150
	Las Vegas, NV 89146

### 2.2 Technical Review

All proposals submitted will first undergo a technical review using **Attachment A – Technical Review Requirements**. Organizations that submit proposals that do not pass the technical review will be notified no later than:

### Notification Date: May 20, 2016

### **2.3 Selection Process**

The proposal review and evaluation process will be conducted utilizing a fair and objective process that adheres to WC's Procurement Policy and all other applicable state and federal regulations.

All proposals that pass the technical review will be evaluated by impartial evaluators and scored using a scoring rubric. Proposals receiving an overall rating of at least 75% of the total available points will be considered as qualified to receive an award. Proposals determined to be most advantageous to the Local Area per the discretion of WC's Executive Director as well as overall costs and other factors may be considered in this assessment. Priority may be given to those proposals that offer the most promising approaches to meeting the needs of the target population identified in this RFP.

WC may select a proposal based on the initial information received; however, WC reserves the right to request additional data, conduct panel interviews, and conduct site visits. WC staff will schedule the time and location for panel interviews and site visits, if applicable. The objectives of the panel interviews and site visits are to address areas of proposals that may need additional clarification and/or to ensure that the respondent has the requisite ability, capacity, etc.

# **NOTE:** Handouts, promotional materials, videos, overheads, etc., are not permitted at panel interviews.

Respondents will also be evaluated on their demonstrated ability to provide services for the targeted population as indicated in this RFP as well as:

- The successful submission, review and approval of a Statement of Qualifications (SOQ);
- The ability to meet the minimum eligibility requirements associated with the technical review process. Ineligible proposers will be informed in writing;
- Their participation in a panel interview if deemed applicable by WC. The results of the panel interview will be considered when determining final funding recommendations; and
- Their participation in pre-award interviews, site inspections, and/or telephone conferences if deemed appropriate by WC.

# If the results of any review indicate, in the opinion of WC, that the proposed sub-awardee may not be able to fulfill sub-award expectations, WC reserves the right not to enter into a sub-award agreement with the organization, regardless of the ranking and/or approval of the respondent's proposal.

**Note:** Any bids may be rejected if it is determined to be in the best interest of the Local Area.

# 2.4 Award Process

Each respondent submitting a proposal will be notified in writing of WC's decision concerning their proposal. Formal notification to award sub-awards and the actual execution of a sub-award are subject to the following conditions:

- Approval by the Programs Committee, WC Board and ratification by the Local Elected Officials (LEOs);
- Receipt of WIOA funds from federal and state administering agencies; and
- Continued availability of WIOA funds.

WC will require the sub-awardee to participate in negotiations and modify their proposals based on the outcome of those negotiations. WC may decide not to fund part, or all, of a proposal even though it is found to be in the competitive range if in the opinion of WC the services proposed are not needed, the goals of the proposal do not align with goals of WC, or the costs are higher than WC finds reasonable in relation to the overall funds available.

WC reserves the right to modify or alter the requirements and standards as set forth in this RFP based on program requirements mandated by state or federal agencies. In such instances, WC will not be held liable for provisions in the RFP package that become invalid.

Additional funds received by WC may be used to expand existing sub-awards or to fund competitively rated proposals not initially funded under this RFP. These decisions shall be at the discretion of WC.

Respondents are encouraged to utilize evidence-based, promising practices, best practices and/or research in developing the program designs. The activities and services described in the proposals can be provided through a lead agency or through partnerships.

# **SECTION 3 OVERVIEW**

# **3.1 Workforce Innovation and Opportunity Act**

On July 22, 2014 President Barack Obama signed into law the Workforce Innovation and Opportunity Act (WIOA). WIOA is designed to improve and streamline access to federally funded employment, education, training, and support services. Congress passed the WIOA by a wide bipartisan majority and it is the first legislative reform in 15 years of the public workforce system.

Every year the key programs forming the pillars of WIOA help tens of millions of job seekers and workers to connect to good jobs and acquire the skills and credentials needed to obtain them. The enactment of WIOA provides opportunity for reforms to ensure the One-Stop Delivery System (also known as the American Job Center System) is job-driven, responding to the needs of employers and preparing workers for jobs that are available now and in the future.

WIOA supersedes WIA and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. In general, WIOA takes effect on July 1, 2015, the first full program year after enactment, unless otherwise noted. DOL will issue further guidance on the timeframes for implementation of these changes and proposed regulations reflecting the changes in WIOA soon after enactment.

The terms and conditions of this RFP may change based on WIOA legislation. Sub-awardees will be expected to remain informed on WIOA regulations and requirements.

For more information on WIOA and specific information on the seven WIOA job-driven elements found in Training and Employment Guidance Letter (TEGL) 3-14, please visit <u>http://www.doleta.gov/wioa/</u>.

Page 13 of 32

#### **3.2 Roles and Responsibilities of WC**

Roles and responsibilities of WC include:

- Oversee and evaluate the management and operations of all programs funded by WC;
- Allocate and award funds;
- Monitor sub-awardee performance, quality of service, cost effectiveness, and report on performance to the Board;
- Develop and provide technical assistance to sub-awardee staff including providing standardized forms;
- Inform sub-awardees of federal and state policies, procedures, and rules that may impact the operations of the program(s), and give assistance as needed to implement them accordingly;
- Maintain local Management Information System (MIS);
- Ensure compliance with all rules, regulations, and procedures issued by all funding sources; and
- Process payments for selected training expenditures including all occupational skills training, on-the-job training, incumbent worker training and customized training payments.

# 3.3 One-Stop Affiliate Site Responsibilities

In ensuing years the sub-awardee may be required to operate as a One-Stop Affiliate Site. Roles and responsibilities of the sub-awardee may include but are not limited to:

- Providing all required WIOA services to participants including meeting minimum enrollment benchmarks for at-risk populations (e.g., participants with disabilities, exoffenders, veterans, foster youth, etc.);
- Utilizing of standardized forms provided by WC (e.g., initial assessment, objective assessment, individual employment plan, individual service strategy, individual training account (ITA), on-the-job training (OJT) contract, worksite agreement, budget, invoice, etc.);
- Being branded as a One-Stop Affiliate Site;
- Conducting all services at the One-Stop Affiliate Site as described in the proposal. Any requests to provide services outside of the One-Stop Affiliate Site location must be approved by WC;
- Accommodating WIOA mandated partners at the One-Stop Affiliate Site(s) with a cost sharing agreement, as needed and upon request by WC;
- Ensuring proper certifications for staff that may be required for any assessment tools;
- Coordinating services with mandatory partners in collaboration with the One-Stop Operator;

- Documenting participant services and activities in WC's Management Information System (MIS); and
- Managing fiscal responsibilities.

# 3.4 Responsibility Revisions

The roles and responsibilities of WC and the One-Stop Affiliate Sites may be refined and changed as:

- Federal and State law or requirements are enacted and implemented covering the workforce development system;
- Regulations and procedures are developed or changed by DOL;
- WC's governing boards adopt local direction and procedures; and
- WC develops and coordinates mandatory strategic initiatives for the local workforce development area (e.g., Business Engagement activities, Mobile One-Stop, Workforce Development Academy, etc.).

# SECTION 4 REQUIRED PROPOSAL CONTENT

The proposal shall clearly demonstrate the respondent's ability to provide the requested services. A responsive proposal is one that complies with the format and content requirements of the RFP. The RFP provides information regarding the format in which proposals must be submitted, the requirements that must be met to be eligible for consideration, the respondents' responsibilities, and the documents to be included.

In order to simplify the review process and obtain the maximum degree of comparison the proposal **<u>must</u>** be organized as follows:

Title Page	Form 1 – RFP Title Page	
Table of Contents	Form 2 – Table of Contents	
<b>Executive Summary</b>	One (1) page summary that must include an organizational	
	overview related to workforce development and qualifications.	
<b>Proposal Narrative</b>	Demonstrated Ability, Program Narrative, and Fiscal	
	Narrative. The total cannot exceed twenty-five (25) pages	
	(excluding the executive summary, required attachments,	
	and budget forms). Tables and graphs are not allowed in	
	this section. Label each section and applicable subsection with	
	the section number and title.	
Budget Forms	Form 3a – Adult Budget Template	
	Form 3b – Youth Budget Template	

Memorandums of	Include MOUs detailing partner roles, responsibilities, and	
Understanding	resources provided. (This does not count toward the 25 page	
(MOU)	narrative limit.)	
Resumes/Job	Include resumes or job descriptions of all staff, funded in whole	
<b>Descriptions for</b>	or in-part, for this project. (This does not count toward the 25	
Program Staff	page narrative limit.)	
Signature Sheet	Form 4 – Proposal Affirmation, Certification, and Conflict	
	of Interest	

#### **Proposal Format Requirements:**

Font	12 Point – Times New Roman	
Pages	Single-Sided	
Margins	One (1) Inch – This applies to <u>ALL</u> margins.	
Spacing	Double-Spaced	
Footer	The name of the organization submitting the proposal and the page number on each page.	

# **SECTION 5 PROGRAM DESCRIPTION**

# 5.1 Statement of Need

WC is soliciting proposals to fund a Youth, Adult and Dislocated Worker One-Stop Affiliate Site in Mesquite, Nevada. The local One-Stop Affiliate Site will allow greater accessibility for residents to be provided WIOA employment and training services and increase the geographic footprint of the Southern Nevada Local Workforce Development Board (Workforce Connections).

In July 2015, Foote Consulting Group, LLC (FCG) undertook a labor analysis for the Mesquite area. The primary objective of the analysis was aiming to understand the regional workforce issues therein. Amongst key labor force issues discovered, the availability of skilled workers and the training of the local workforce, were of utmost importance. As noted in the study, new and expanding businesses generally consider potential areas with an above average to good quality workforce. The overall rating for the Mesquite labor market was labeled "Good" (7.46 on a 0-10 scale) when considering such factors as, turnover, absenteeism, attitudes, trainability, basic skills, communication, alcohol/drugs, and productivity. With the exception of basic skills, which rated "average" (5.5), all other factors were rated "Good" or Very Good".

Accordingly, Foote Consulting Group, LLC (FCG) proposed the following recommendations to address Mesquite workforce education and skills/training needs:

- Developing a workforce, education, business roundtable;
- Joining and attending meetings of the local Society of Human Resource Management (SHRM) Chapter in Las Vegas;
- Having all local workforce agencies and educational programs jointly utilizing a uniform assessment tool (e.g., Work Keys);
- Developing solutions for finding skilled workers;
- Encouraging the training of unskilled warehouse workers;
- Helping local employers and prospects to attract skilled workers;
- Getting training/retraining program information to the local area workers looking to change jobs or re-enter the workforce; and
- Conducting future analysis into the skill needs of local target industries and planning for this training.

In order to address Mesquite's noted labor force needs related to the availability of skilled workers and the training of the local workforce, the proposer should take the study's findings and corresponding recommendations into consideration.

# **5.2 Targeted Geographic Area**

This project must provide WIOA services to eligible adults, dislocated workers and youth participants residing in Mesquite, Nevada, and surrounding areas in the Southern Nevada Workforce Development Area.

# **5.3 WIOA Programmatic Elements**

The following details WIOA or local process requirements related to direct service delivery and operational oversight of WC funded programs. WC provides technical assistance and training on these elements to sub-awardees and their staff prior to sub-award execution and on an on-going basis.

**Required Programmatic Elements:** Refer to the policies on WC's website (www.nvworkforceconnections.org) regarding WIOA required programmatic elements.

**Outreach and Communications:** The sub-awardee must work to inform the greater community of services, resources and programs funded by WC. Activities will include:

- **Community Outreach**: The sub-awardee shall establish and maintain key community relationships to ensure that their funded programs are known by the general public. These relationships include, but are not limited to, media representatives, elected officials, training providers, professional associations and community organizations.
- **Specific Population Outreach:** The sub-awardee will be required to do outreach to the following special populations to ensure workforce development services are provided to individuals facing significant barriers to employment and training:
  - o Veterans
  - Individuals with Disabilities Youth & Adults
  - Re-Entry Populations Youth & Adults
  - Foster Youth
- **Online Presence**: The sub-awardee shall be visible and proactive with an online presence through an updated website and appropriate social media. The tagline "Funded by Workforce Connections" should appear on any and all communications for any WC funded programs.
- **Special Events**: The sub-awardee shall view special events as a viable strategy for increasing the recognition of the services, programs and resources funded by WC, especially with regional employers. Special events may include, but are not limited to, graduation ceremonies for training participants, open houses, press conferences, media tours, career panels and job fairs.
- Priority of Service to Veterans and Eligible Spouses: WIOA programs are required to implement Veterans' Priority of Service because they are the delivery point for a significant percentage of qualified job and training programs and services. Projects must be conducted in accordance with the Veterans' Priority Provisions of the "Jobs for Veterans' Act," Public Law 107-288. The Training and Employment Guidance Letter 10-09, November 10, 2009, provides general guidance regarding the implementation of the Veterans' priority and how this priority will affect current business practices. Respondents must be familiar with Veterans Benefits Title 38, US Code (U.S.C.), Section 101 (2).

WC provides technical assistance and training on the following elements to the sub-awardees and their staff prior to the sub-award execution and on an on-going basis:

**Youth Program Elements:** The program must provide services to youth in accordance with the fourteen (14) WIOA youth program elements noted in **Attachment B – WIOA Youth Program Elements.** 

**Timely & Accurate Data Entry:** The sub-awardee will be required to utilize the Management Information System (MIS) selected by WC. This includes the entry of individual participant data such as eligibility, demographics, enrollment, activities, case notes and outcomes. <u>Sub-awardees</u>

will be required to enter all participant data within eight (8) business days from the date of the service into WC's MIS. WC will provide training on this system upon approval of funding and will conduct ongoing monitoring to evaluate the sub-awardee's use of the MIS.

**Education/Experience Requirement:** At a minimum, all staff funded by this project including program managers, career coaches, job developers, etc., must have at least an associate's degree in social work, psychology, education or a related field. Equivalent work experience and/or an industry recognized credential may be substituted for education. Any staff that lacks the necessary education/experience must have a plan on how they are working towards the required education/experience/credential.

**Professional Development Requirements:** WC is requiring that all One-Stop Affiliate Sites implement a WIOA Professional Development Training Plan for all direct staff. All direct staff must complete a minimum of thirty (30) hours each program year of facilitated learning opportunities including formal coursework, continuing education credit (CEUs), conferences, modules, workshops, webinars, and online learning classes.

All training and learning opportunities must align with the staff's current position, with an aim to increase effectiveness and improve results in WIOA programming. WC may also mandate professional development opportunities throughout the program year that may be counted towards the required number of hours.

# **5.4 Required Performance Measures**

The respondent must demonstrate in their project narrative how their programs will be able to help all enrolled clients meet the following long-term mandatory DOL performance accountability standards known as Common Measures. See **Attachment C – Department of Labor (DOL) Performance Measures** for detailed information on the required outcomes set forth for WIOA.

All required performance measures are subject to change at any time and WC may implement additional measures due to regulations or local need.

# 5.5 System Partnerships & Programs

WIOA lists several types of populations that are to be targeted for employment and training services. Accordingly, partnerships are an effective strategy for serving these required populations. These include, but are not limited to, the following populations facing barriers to employment: public assistance recipients; displaced homemakers; low-income individuals; individuals with disabilities, including youth; ex-offenders; homeless; long-term unemployed; older individuals; individuals; individuals who are English language learners; individuals who have low levels of literacy; foster

youth; parenting or pregnant youth; and/or other populations facing barriers to employment and/or education.

Specifically, sub-awardees will be required to do specific outreach to special populations facing significant barriers to employment and training. These include veterans, youth & adult re-entry populations, youth and adults with disabilities, and foster youth.

It is not expected that any single organization can provide effective and efficient services to all aforementioned populations. As such, system partnerships will be required for purposes of outreach, recruitment, leveraging resources, continuity of services, etc.

As a WIOA Title I adult, dislocated worker and youth core program, the One-Stop Affiliate Site sub-awardee will be <u>required</u> to be a party to any partnerships, formal or informal, that WC establishes with the following:

- The following WIOA Core One-Stop Partner Programs:
  - Title II Adult Education and Family Literacy;
  - Title III Employment Service (Wagner-Peyser); and/or
  - Title IV Vocational Rehabilitation.
- Any of the following System Partners targeting respective populations:
  - Department of Veterans Affairs;
  - Department of Corrections;
  - Department of Juvenile Justice;
  - Department of Family Services; and/or
  - Department of Health & Human Services.
- Any of the WIOA Service Delivery Partners/Programs, such as:
  - Career & Technical Education;
  - Community Services Block Grant;
  - Indian & Native American Programs;
  - Housing & Urban Development Employment & Training Programs;
  - o Job Corps;
  - Local Veterans' Employment Representatives (LVER)/ Disabled Veterans' Outreach Program (DVOP);
  - Senior Community Service Employment Program (SCSEP);
  - Second Chance Act;
  - TANF Employment & Training Programs;

- Trade Adjustment Assistance;
- Unemployment Insurance; and/or
- YouthBuild.

#### **5.6 Subject Matter Expertise**

In order to ensure the utmost quality of services, One-Stop Affiliate Sites will be required to have staff with subject matter expertise in providing employment and training services to the following WIOA special populations:

- Veterans;
- Individuals with Disabilities Youth & Adults;
- Re-Entry Populations Youth & Adults; and
- Foster Youth.

The following should be taken into consideration when staffing the One-Stop Affiliate Site with the required subject matter expertise:

- Specialization (i.e., with specific population);
- Educational background (e.g., degrees, certifications, credentials, etc.); and/or
- Experiential background (e.g., work experience, history, etc.).

Staff with subject matter expertise at One-Stop Affiliate Site will:

- Promote the participation of respective populations in employment and training programs;
- Provide and coordinate the provision of services to respective populations, including career counseling, assessments, identifying training and employment opportunities, recognizing additional services;
- Monitor job listings opportunities for respective populations;
- Establish employer outreach-strategies and eventual working partnerships with employers that hire the respective populations;
- Monitor complaints from respective populations; and
- Cooperate with respective system partners to identify and aid in work-specific needs and services to improve employability of respective populations.

#### 5.7 Career Coach

For the purposes of this RFP, a Career Coach is an individual that has expertise in career development, career counseling techniques, administration and interpretation of assessments, career information resources, etc. Career Coaches were formerly known as Case Managers under

Page 21 of 32

WIA. Career Coaches must be able to explain the employment and training services as related to adult, dislocated worker, and youth populations, including particular populations noted above.

Career Coaches at the One-Stop Affiliate Site will provide assistance to adults, dislocated workers and youth by, but not limited to, the following:

- Assisting with educational and occupational choices;
- Assessing interests, abilities, and aptitudes;
- Evaluating educational and occupational backgrounds;
- Addressing educational and/or occupational skills gaps;
- Advising about occupational training and/or educational programs needed for particular careers;
- Addressing barriers related to employability (e.g., soft skills, technical skills, social skills, behavioral skills, etc.);
- Locating resources and sources of career information;
- Identifying training and employment opportunities; and
- Recognizing any needs for additional services.

The following should be taken into consideration when staffing the One-Stop Affiliate Site with Career Coaches:

- Educational background (e.g., degrees, certifications, credentials, etc.); and/or
- Experiential background (e.g., work experience, history, etc.).

# **5.8 Job Developers**

For the purposes of this RFP, a Job Developer is an individual that has expertise in creating job opportunities for adults, dislocated workers, and youth by researching, identifying, and soliciting possible sources of employment. Job Developers must be able to explain the process and practices for gainful employment as related to adults, dislocated workers, and youth including special populations noted in this RFP.

Respondents are required to budget for a minimum of one part-time job developer whose activities shall be dedicated exclusively to engaging industry and coordinating work related activities for program participants.

Job Developers at One-Stop Affiliate Site will provide assistance to adults, dislocated workers, and youth including but not limited to the following:

- Meet with career coaches to identify job-ready candidates and/or to provide status reports regarding participant's job search progress and follow up on employed participant for job retention;
- Assess the participant's current ability and skill level in order to properly determine job readiness;
- Provide direct job matching of current openings to participants;
- Offer qualified job candidates the opportunity to interview for posted jobs;
- Promote and develop employment and on-the-job training opportunities for participants;
- Engage with potential employers to secure internships, job shadow opportunities, apprenticeships, work experiences, and unsubsidized job placements for program participants while also explaining benefits and employment support services provided to employers including addressing each employer's special needs;
- Assist participants with job search skills, such as resume writing, interviewing, networking, etc.;
- Perform career counseling and help job seekers make appropriate career decisions;
- Contact participants via telephone, email and/or correspondence to follow-up on their job searching activities;
- Match participants with labor market demand;
- Plan, coordinate, conduct job fairs and on-site recruitment events;
- Provide One-Stop Affiliate Site participants with information on upcoming job fairs, job leads and other sources that will assist them in their search for employment; and
- Regularly interface with WC's Business Engagement Specialist Team (BEST) for job placement with BEST employers, participate in BEST job fairs and pre-screening days and/or other recruitment activities.

The following should be taken into consideration when staffing the One-Stop Affiliate Site with a Job Developer:

- Educational background (e.g., degrees, certifications, credentials, etc.);
- Experiential background (e.g., work experience, history, sales experience, 2-5 years' experience dealing with individuals and facilitating groups of harder to employ clients facing multiple barriers to employment, etc.); and/or
- Familiarity with return-to-work strategies, life-skills, employment training and counseling.

# SECTION 6 SCORING ELEMENTS: ORGANIZATIONAL CAPACITY AND PAST PERFORMANCE – 30% of Total Score

All respondents must respond to the following questions and instructions. Questions must be answered in concrete language, using quantifiable measurements whenever possible, and be specific about the role of each collaborator. All narrative responses must be limited to a maximum of <u>twenty-five (25) pages total</u> (excluding required attachments).

#### 6.1 Demonstrated Ability

- Describe your organization's past experience in administering WIA/WIOA programs and any experience in other employment and training programs, state or federally funded programs, or other workforce support programs. Include the name of program, amount of funding, location, type, and scope of the programs and services, and the role of your agency as it relates to program operations. Demonstrate and provide examples of how you were performance-driven, flexible, innovative, and creative in the delivery of services.
- Describe your organization's experience in serving diverse participants including, but not necessarily limited to: economically disadvantaged individuals with little or no work experience, individuals with low educational attainment or low literacy proficiencies, veterans, individuals with disabilities, those with limited English ability, minorities, exoffenders, dislocated workers or those who may have experience and skills but have not worked for an extended period. Discuss with performance numbers your success with these or similar populations.
- Describe your organization's experience (numbers annually achieved) with job development and job placement. Discuss business services you have delivered and how these built relationships with employer partners. Describe your organization's strategy and achievements in retaining placements in their employment. Give the timeframe of these programs and percentage of successful retentions.
- Describe how you have collaborated and executed a project with multiple stakeholders. Include the distinct roles of each partner and the steps taken to achieve positive outcomes.

# 6.2 Panel Interview

All respondents will be required to address questions from a panel consisting of subject matter experts in providing workforce development services, including serving at-risk populations (e.g., individuals with disabilities, ex-offenders, veterans and foster youth).

#### SECTION 7 SCORING ELEMENTS: PROGRAM NARRATIVE - 50% of Total Score

All respondents must respond to the following questions and instructions. Questions must be answered in concrete language, using quantifiable measurements whenever possible, and be specific about the role of each collaborator. All narrative responses must be limited to a maximum of <u>twenty-five (25) pages total</u> (excluding required attachments).

# 7.1 Approach

- Describe how your program design will provide comprehensive programmatic services for participants. Include the progression from enrollment through exit to follow-up including all service options.
- Discuss how you will ensure that those participants receive services that appropriately address their barriers and result in positive outcomes.
- Describe your program's unique and innovative approaches to workforce development program design and leveraging partner resources that will benefit the workforce development area.
- Describe your plan to access the services of the required core partners and other recommended partners. Please attach letters of support and/or memorandums of understanding (MOUs) detailing partner roles, responsibilities, and resources provided. (Letters of support and MOUs do not count as part of the 25 page narrative.)

# 7.2 Program Staffing and Case Management Strategy

- Discuss your program staffing structure from program manager to front line staff, including career coaches and job developers. Describe the roles of each position and the education/experience that existing staff members have in administering projects of similar size and scope. Include resumes or job descriptions of all staff, funded in whole or in-part, for this project.
- Discuss how subject matter expertise will be provided to serve special populations and your organization's strategy to best serve those participants.
- Discuss the anticipated case load that career coaches funded by this project, in whole or inpart, will have.
- Discuss your strategy to reduce staff turnover.
- Describe how you will ensure that front-line program staff have sufficient time and support to provide the highest quality programmatic services.
- Describe your strategy to ensure that staff will meet the professional development requirements specified in this RFP.

# 7.3 Outreach, Eligibility and Assessment

• Describe your outreach and recruitment methods for adults, dislocated workers and youth participants as well as special populations including: adults and youth with disabilities, exoffenders, veterans, and foster youth. Clearly specify how many adults, dislocated workers, and youth participants you plan to serve.

For each special population listed below, specify the percentage of the combined adult and dislocated worker enrollments that will be served:

- Adults with Disabilities;
- Re-Entry Adults; and
- o Veterans.

For each special population listed below, specify the percentage of youth enrollments that will be served:

- Youth with Disabilities;
- o Re-Entry Youth; and
- Foster Care Youth.
- Describe your intake process including eligibility determination and how WIOA required eligibility documents will be obtained.
- Discuss how assessments will be structured to identify academic, employability and occupational interests, aptitudes and skill levels, personal development, and supportive service needs. Assessments for each program participant are mandatory, and necessary to construct a proper IES/ISS. At a minimum, each program participant must take the two-minute Woofound Career Mapping Assessment Tool provided to WIOA sub-awardees at no cost by WC. Special exceptions will be allowed for participants with special circumstances (e.g. already has job offer, etc.). Respondents will be allowed to use any other supplementary assessments in addition to Woofound.

# 7.4 Adult and Dislocated Workers - Individual Employment Plan (IEP)

- Describe your strategy for developing the IEP for adults and dislocated workers. Describe how you will address barriers to employment, set unique, specific, and realistic objectives, and prepare participants for work by developing and improving work readiness skills.
- Describe detailed strategies for training adult and dislocated worker participants to ensure positive outcomes. Consider any related supportive services (transportation, childcare, work cards, etc.). Describe how these will be leveraged through other community resources or provided through this project.
- Describe how adult and dislocated worker participants will progress through the program design and describe an effective method for ensuring participants remain engaged and committed to accomplishing the goals and objectives outlined in the IEP.

- Describe how your program will help participants build sustainable STEM-driven career pathways in the nine (9) industry sectors as designated by the Governor of Nevada that focus on long-term career goals and upward mobility and not just short-term employment needs.
- Describe what tools or activities will you utilize (e.g., seminars, workshops, on-line career and industry-sector focused research) to expose program participants to long-term sustainable career goals.

# 7.5 Youth - Individual Service Strategy (ISS)

- Describe your strategy for developing the ISS for all youth participants. Describe how you will address barriers to education and employment, set unique, specific, and realistic objectives, and prepare participants for post-secondary education, vocational training, and/or employment by developing and improving academic and/or work readiness skills.
- Describe how youth participants will progress through the program design and describe an effective method for ensuring participants remain engaged and committed to accomplishing the goals and objectives outlined in the ISS.
- Describe detailed strategies for training youth participants to ensure positive outcomes. Consider any related supportive services (transportation, childcare, work cards, etc.,) and describe how these will be leveraged through other community resources or provided through this project.
- Describe how your program will help participants build sustainable STEM-driven career pathways in the nine (9) industry sectors as designated by the Governor of Nevada that focus on long-term career goals and upward mobility and not just short-term employment needs.
- Describe what tools or activities you will utilize (e.g., seminars, workshops, on-line career and industry-sector focused research) to expose program participants to long-term sustainable career goals.

# 7.6 Training and Development Activities

- Describe your approach towards offering a wide range of training services to participants, such as occupational skills training and on-the-job training, which will result in positive outcomes. Describe how your proposed education/training programs will lead to jobs with livable wages.
- Describe your approach towards offering a wide range of work-based learning activities, such as apprenticeships, internships and work experiences to appropriate participants. Discuss how you will identify which participants are appropriate for these activities. Describe how you will ensure that at least 30% of expenditures will be for work-based learning activities, including work experience, on-the-job training and pre-apprenticeship activities.
- Describe how you plan to incorporate mentoring for program participants.

- Describe leadership development opportunities, including community service and peercentered activities encouraging responsibility, and other positive social and civic behaviors for youth participants.
- Describe what evidence-based Science, Technology, Engineering and Math (STEM) activities, workshops and trainings you will implement into your program design that will:
  - Expose participants to the importance of STEM skills in the job market
  - Expose participants to STEM occupations/skill-sets in Nevada's Key Industry Sectors.
  - o Achieve the training, education, employment goals listed in the IEP/ISS
  - Integrate STEM-related activities into a work experience, paid or unpaid internship, occupational skills training, on-the-job training
  - Identify the number and type of STEM-focused activities/resources to be implemented, as well as the expected outcomes.

Based on total enrollment, identify the percentage of participants that will receive STEMfocused employment and training services. The sub-awardee will be required to have demonstrable internal staff capacity to successfully integrate STEM-focus into their program design.

• Describe how you will determine the appropriateness of activities for each program participant (e.g., what activities will further their career pathway) and what will be the developmental flow.

# 7.7 Performance Management

- Describe what methods the project will employ to manage performance as a participant progresses through the program from enrollment, employment placement and retention.
- Describe your approach to job placement and how the job developer will be used to identify employment and work-based learning opportunities for program participants. Specifically describe how the job developer will engage industries that will hire special populations.
- Describe your internal quality assurance method to monitor performance including participant file review, data validation, customer service survey, required performance goals.
- Describe your exit strategy to ensure participants will achieve required performance measures.
- Describe how you will identify, develop and maintain relationships with employers and other partners, which will result in positive outcomes for employment and retention, especially for special populations.

#### 7.8 Follow-Up Strategies

- Discuss your follow-up services for a minimum of 12 months after the participants exit from the program and include how mentoring will be incorporated during the follow-up period.
- Discuss how you will ensure that participants remain on their targeted career path after exiting from the program.

# **SECTION 8 FISCAL ELEMENTS**

# 8.1 Budget and Budget Narrative

Each respondent is required to submit <u>two</u> project budgets using Form 3a – Adult Budget Template and Form 3b – Youth Budget Template.

Each budget template has a summary page and 11 budget detail pages that require line item detail, for a total of 12 pages. There are lines identified at the bottom of each budget detail page for a narrative, and each line item is required to have a concise narrative description justifying the charges. Each budget detail section should not exceed one page including the narrative. Any separate budget narratives submitted will not be reviewed.

There are detailed instructions contained in each budget template as Excel comments that are revealed by hovering with a mouse over the red triangles. The budget summary page is locked and auto-populates based on information entered on the budget detail pages. All charges are to be rounded to the nearest whole dollar.

On the budget summary page identify the name and contact information for the staff person who may be contacted for any questions regarding your budget submission.

# 8.2 Budget Period and Amount

The Total Project Expenses of this line-item budget must be less than or equal to the estimated total funding available for this RFP for the initial funding period:

Initial Funding Start Date:	July 1, 2016
Initial Funding End Date:	June 30, 2017
Initial Funding Period:	Twelve (12) months
Estimated Total Adult and	An amount not to exceed \$180,000 in
Dislocated Worker Funding	incremental funding for the first twelve
Available for this RFP:	(12) month period.
Estimated Total Youth	An amount not to exceed \$180,000 in
Funding Available for this	incremental funding for the first twelve
RFP:	(12) month period.
Anticipated Total Funding	An amount not to exceed \$360,000 in
Range per Sub-Award:	incremental funding for the first twelve
	(12) month period.
Estimated Number of Sub-	One (1) Sub-Awardee for all Funding
Awards:	Streams

# **8.3 Budget Requirements**

For the adult budget (**Form 3a**), training (budget tab A.) <u>must</u> comprise at least 40% of the Total Project Expenses.

For the youth budget (Form 3b), work experience, on-the-job training, and pre-apprenticeship activities <u>must</u> compromise at least 30% of the Total Project Expenses.

Respondents are required to budget for a minimum of one part-time job developer whose activities shall be dedicated exclusively to engaging industry and coordinating work related activities for program participants. The job developer may be shared between the adult and youth budgets as long as the total time dedicated to job development functions meets the minimum requirement.

Each budget has formulas built into the summary page that will flag an error message if any of the above requirements are not met.

# 8.4 Required Match

In lieu of a percentage match requirement, <u>WC will not reimburse for any rent, depreciation</u>, <u>or building usage expenditures</u>. Any expenditure projected for the project should be reported as matching resources.

# 8.5 Training Expenditures

WC will process all payments for the following participant expenditures: occupational skills training, on-the-job training, customized training and incumbent worker training. The sub-awardee will be required to submit documentation to WC in order for payments to be processed. All liability

Page **30** of **32**