

**GREENSBORO/HIGH  
POINT/GUILFORD COUNTY**

**Local Area 42**

**Monitoring Guide**

**Revision: April 2012**

## **OVERSIGHT AND MONITORING PROCEDURES**

### **GENERAL**

The Local Area uses this Monitoring Guide to conduct oversight of both contractors and internally operated programs. Contractor reviews and major internal programmatic reviews are conducted on at least an annual basis per an established schedule and these monitoring procedures. Technical assistance is provided as needed and corrective steps are implemented when required. Each contractor is also assigned a liaison to provide technical assistance and oversight throughout the contract period.

### **FISCAL MONITORING**

The Local Area utilizes the expertise of the City of Greensboro's Internal Audit division to periodically review procedures and test transactions to ensure that expenditures are within limits and include only allowable costs. All invoices and purchase order requests are reviewed at the Local Area level through a two-step process that requires oversight and approval at both a program and fiscal management level to ensure cost allowance. Per City of Greensboro policy, certain transactions are also subject to additional review by the City's legal and/or purchasing department.

Contractor fiscal monitoring may be conducted by either Local Area monitoring staff or by the Internal Audit division, using the Fiscal Oversight Tool included below and/or additional specific monitoring instruments based on need or specific situation.

### **PROGRAMMATIC INTERNAL MONITORING**

Since the Local Area provides eligibility, assessment and case management services primarily through Local Area staff, the reports listed on the following page are completed monthly or quarterly to evaluate specific categories of service provision. These reports are completed by the Local Area Accountability Specialist per an established schedule and typically cover cumulative data for the current program year. Additional analyses of internal performance are conducted on a periodic basis as necessary, including such recurring programs or service areas as work experience, supportive services, case management, OJT, etc.

| Report  | Frequency  |
|---|------------|
| <b>Availability and Expenditure Report:</b> analyzes the funds available for each program and cumulative expenditures by major cost category – includes accruals and matches the FMIS Monthly Financial Report  | Monthly    |
| <b>Budget vs Expenses Report:</b> compares cumulative expenses to target spending objectives based on annual budget, by primary line item categories  | Monthly    |
| <b>Cost Per Participant Served Report:</b> analyzes cumulative cost per participant by program  | Monthly    |
| <b>Enrollment and Exit Report:</b> analyzes cumulative enrollments and exits by career developer or contractor showing active service levels and exit outcomes, including wages and credential attainment   | Monthly    |
| <b>Eligibility Determination Report:</b> analyzes by intake worker, the cumulative and monthly results of WIA certifications by program and by special recruitment efforts, if applicable   | Monthly    |
| <b>Assessment Summary Report:</b> analyzes cumulative and monthly assessment results by type of assessment, including numbers assessed and average results  | Monthly    |
| <b>JobLink Service Level Report:</b> reports numbers cumulative and monthly numbers served per JobLink Center   | Monthly    |
| <b>Primary Activity Report:</b> analyzes active enrollments by career developer per primary type of service being received at the time of the report  | Bi-Monthly |
| <b>Placement Outcomes Report:</b> analyzes outcomes for placement for non-trainees by occupational area and for trainees by training area and placement area at both exit and post-exit quarters  | Quarterly  |
| <b>Eligibility Compliance Review:</b> analyzes a sample of eligibility determinations for the preceding quarter for compliance [note: all certifications are reviewed by a designated staff person after completion before approval to enroll; the quarterly review is in addition to that] | Quarterly  |
| <b>WDB Strategic Plan Measures Report:</b> provides results cumulatively and by quarter for outcome measures specifically developed each year by the WDB  | Quarterly  |

## **PROGRAMMATIC CONTRACTOR MONITORING**

Contractors are monitored on at least an annual basis per an established schedule. Each service provider enters into a contract that contains three primary sections:

- A standard Boilerplate that incorporates language and assurances required by federal and state laws and regulations. That section is monitored through the use of the Boilerplate Review below.
- A Statement of Work (SOW) that contains contract requirements that are unique to a particular contractor and contract. A set of questions addressing unique aspects of a specific SOW are completed for each contract prior to monitoring.
- A Budget section that outlines line item costs to be included in the contract. A separate set of fiscal control questions are included below. Fiscal monitoring may be completed by Local Area monitoring staff or by City of Greensboro Internal Audit division staff.

### ***TIMEFRAMES AND SEQUENCE FOR CONTRACT MONITORING***

1. ***Notification:*** Contractor/ Local area operator will be notified at least two weeks prior to the scheduled monitoring review or as soon as practicable. Notification of the monitoring review will include identification of what subject area(s) are to be reviewed, whether participant(s), employer or staff interviews will be required, what files will be required and documentation that will be needed. Notification may be done via e-mail or by letter.
2. ***Desk Review:*** The Monitor will review contract requirements/internal policies, reports (programmatic & fiscal), correspondence between contractor/ operator and TES officials and review MIS information prior to actual visit.
3. ***Sampling:*** Random sampling and data validation techniques will be used to review records. The review may include a small percentage of records or if problems are identified a full review of all records may be warranted.
4. ***Entrance and Exit Conferences:*** A monitoring entrance conference and exit conference will be held with appropriate contractor/ local area operator for each review conducted.
5. ***Working Papers:*** The Monitor's working review papers shall be established and maintained as part of the official monitoring file.
6. ***Report:*** Upon completion of all stages of the review, the monitor shall produce a written report that includes the scope of the review, any finding(s) along with recommendations for corrective

action needed to resolve finding(s) and a response due date. The report will be approved by the Local Area Executive Director before release to the contractor.

7. **Resolution or Completion:** The monitoring review is completed or resolved if corrective action is not required.

8. **Report(s) Needing Corrective Action:** The contractor/ local area operator will have ten (10) working days from receipt of the monitoring report to respond in writing a corrective action plan. The corrective action plan shall identify what corrective action(s) has been taken to resolve the problem(s) or the estimated date problem(s) will be resolved/ corrected.

9. **Acceptance of the Corrective Action Plan:** Within ten (10) working days from receipt of the Corrective Action Plan, the monitor shall review the corrective action plan (along with any required documentation) submitted by the contractor for acceptance or rejection. The monitor will notify the contractor and all involved parties in writing of its decision to accept or reject the corrective action plan submitted. If rejected, the monitor will state the reason for rejection and what corrective action would be acceptable to resolve the problem. The contractor will have five (5) working days from receipt of rejected notification to respond in writing its position concerning the rejection of the corrective action plan submitted.

At the discretion of the Workforce Development Board Director, additional monitoring reviews may be conducted to ensure full implementation of the corrective action plan.

10. **Sanction for Non-Corrective Action :** The monitor will notify the Workforce Development Board Director and all involved parties within five (5) working days past the required response due date of a contractor's non-compliance with required corrective action plan. A resolution of the situation will be made that may include termination of the contract, legal intervention to repay questioned costs or other steps as deemed appropriate by the City of Greensboro or the WDB.

# CONTRACTOR REVIEW

Contractor Name: \_\_\_\_\_

Program Name: \_\_\_\_\_

Date of Review: \_\_\_\_\_

Contractor Representative Interviewed: \_\_\_\_\_

Date of Interview: \_\_\_\_\_

# CONTRACT BOILERPLATE REVIEW

**The Monitor will confirm compliance with each of the following areas of the contract Boilerplate during the interview and and note any discrepancies or variations from the terms. The Boilerplate for sub-recipients includes all federal and state assurances and requirements and must be signed by all contractors before services can be provided. All terms of the Boilerplate are required, but not necessarily applicable to all contractors in every case.**

1. At a minimum, GRANTEE shall submit a Monthly Financial Report to the GRANTOR no later than the 20th day of each month, reflecting expenses and other information identified in the Statement of Work (Exhibit 1) for the preceding month. The billing period may be adjusted per the Statement of Work (Exhibit 1). GRANTEE agrees to submit a final Financial Report within 20 days following expiration of the contract. All financial obligations for the contract period must be represented on the final report. Obligations not claimed on the final report may not be charged against the contract after the final reporting period.

**[Monitor should confirm by internal desk review]**

2. GRANTEE shall maintain and make available such participant and financial records as deemed necessary and in compliance with the terms of this Agreement. These records shall include back-up documentation sufficient to support financial invoices, participant counseling/contact records, and participant attendance records, where applicable. Such records shall be retained for three (3) years after final payment under this Agreement or until resolution of audit/monitoring issues and/or litigation for claims against GRANTEE, whichever is longer. GRANTEE shall make available such records at an agreed upon location in the Guilford County area.

**[Monitor should review the contractor's record retention and disposition system, including participant-specific records]**

3. All program participants must be certified for eligibility by the GRANTOR per applicable legislation unless otherwise specified in the attached narrative.

**[Monitor should confirm by MIS desk review unless contractor is required to complete eligibility themselves]**

4. GRANTEE agrees to monitor its program through review of data, observation of operations, and examination of records in order to ensure compliance with the applicable legislation and regulations, and the terms of the contract.

**[Monitor to ask specific questions about how monitoring is conducted by the contractor]**

5. Auditing - GRANTEE agrees that financial records reporting grant funded activities shall be either:
  - a. audited by a Certified Public Accountant or the Office of the State Auditor (for North Carolina state agencies) and a copy of the audit submitted to the GRANTOR within 90 days of the GRANTEE's fiscal year-end or per the Office of State Auditor schedule. Financial statements shall be prepared under the accrual basis which is Generally Accepted Accounting Principles (GAAP). Any Management Letters issued with these financials shall be submitted to the GRANTOR within 90 days of the GRANTEE's fiscal year-end or per the Office of State Auditor schedule. If no Management Letters are issued, a letter from the auditing firm shall be submitted to the GRANTOR on the firm's letterhead stating that no Management Letters were issued, OR
  - b. In lieu of an external audit, that a Profit & Loss Statement, a Balance Sheet and a copy of the most recent Federal Tax Return be submitted to the GRANTOR within 90 days of the GRANTEE's fiscal year-end reflecting financial status at year-end and that a Profit & Loss Statement and Balance Sheet be submitted at the mid-point of this contract term to reflect financial status at that time.

**[Monitor should obtain appropriate documents if not already received]**

6. Bonding - GRANTEE shall provide and assure that no official, agent, or employee shall receive or disburse funds under the terms of this Agreement unless such official, agent, or employee is covered by fidelity insurance in an amount consistent with sound fiscal practice. Coverage shall, at a minimum, be at least equal to the highest, monthly request(s) for payment submitted by GRANTEE. Evidence of fidelity bonding shall be made available upon request by the GRANTOR.

**(Monitor should ask for appropriate assurance and/or actual documents]**

7. Insurance – GRANTEE shall have responsibility to ensure that adequate insurance is in force during the entire term of this agreement to cover all activities in which it is involved with reference to services identified in this agreement. In no instance shall the provisions for insurance be deemed to be a release or limitation of waiver of any claims against GRANTEE for liability

incurred hereunder.

**(Monitor should ask for appropriate assurance and/or actual documents)**

8. Independent Agent - The delivery of services by GRANTEE as described herein shall be done by GRANTEE as an independent agent. The GRANTOR shall not be liable for damages or losses arising out of the performance of this contract.

**(Monitor should ask for appropriate assurance)**

9. Acknowledgment of Funding Source - GRANTEE shall give credit to the GRANTOR as the project funding source in all oral presentations, written documents, publicity and advertisements regarding any activities that ensue from this Agreement. Media coverage for activities authorized under grant funds shall have prior approval of the GRANTOR.

**(Monitor should ask for appropriate assurance)**

10. Redress of Complaints - GRANTEE shall establish an internal grievance procedure to address complaints of applicants, participants and staff. The internal grievance process shall be in accordance with the provisions of the applicable grant law, regulations, and/or guidelines issued by the US Department of Labor, the State of North Carolina, the GRANTOR, or its respective agents. Applicants, participants, and grant-funded staff must be made aware of proper procedures to follow, should a grievance arise. Complaints/grievances filed by an applicant or participant at GRANTEE level must be reported in writing to the GRANTOR within twenty-four (24) hours of submittal to GRANTEE.

**[Monitor should ensure that contractor has a written procedure and determine whether any grievances have been filed with the contractor]**

11. Assignment – GRANTEE may not assign this agreement to a third party. Ensures that no funds described in Section 129 or Section 134(a) of the Workforce Investment Act (WIA) are used to develop or implement education curricula for school systems in the state. Section 129(b)(4)/Section 134(a)

**(Monitor should ask for appropriate assurance)**

12. Certifies that funding for activities that involve sectarian activities have been prohibited in accordance with Section 667.266 and Section 188(a) (3).

**(Monitor should ask for appropriate assurance)**



13. Certifies that procedures to prohibit the displacement of current workers, the impairment of existing contracts for services or collective bargaining agreements, the replacement of laid-off workers and the infringement on promotional opportunities of current workers. Section 181(b) (2) (3).

**(Monitor should ask for appropriate assurance]**

14. Certifies that working participants are covered by workmen's compensation or other insurance. Section 181(b) (4)/667.274. Certifies that provisions have been made that all individuals in programs shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working in similar length of time and doing the same type of work. Section 181(b) (5), 667.272.

**(Monitor should ask for appropriate assurance]**

15. Certifies that provisions have been made to ensure that no funds are being used to assist, promote, or deter union organizing. Section 181(b) (7).

**(Monitor should ask for appropriate assurance]**

16. Certifies that provisions have been made that all individuals in programs be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. Section 181(a) (In no event shall the rate be less than the applicable State or local minimum wage law.).

**(Monitor should ask for appropriate assurance]**

17. Certifies that provisions have been made to prohibit the use of funds to encourage or induce relocation of a business. No funds provided under this title shall be used or proposed for use to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is in the United States. Section 181(d) (1).

**(Monitor should ask for appropriate assurance]**

18. Certifies that provisions have been made to prohibit the use of funds for customized or skill training and related activities after the relocation of a business until after 120 days. Section 181(d) (2).

**(Monitor should ask for appropriate assurance]**

19. Certifies that provisions have been made to prohibit the use of funds for employment- generating activities, economic development activities and similar activities that are not directly related to training for eligible individuals; and no funds may be used for foreign travel. Section 181(e).

**(Monitor should ask for appropriate assurance]**

20. Certifies that provisions been made that allow for the testing and sanctioning of participants for the use of controlled substances. Section 181(f).

**(Monitor should ask for appropriate assurance]**

21. Certifies that provisions been made to prohibit any discrimination based on: (a) age, disability, race, color, national origin, or sex; (b) participation in a program or activities that receive funds under this title; (c) certain non-citizens. Section 188(a).

**(Monitor should ask for appropriate assurance]**

22. Certifies that provisions have been made to ensure that funds are not used to duplicate services available in the area. Section 195(2).

**(Monitor should ask for appropriate assurance]**

23. Certifies that provisions have been made to ensure that participants are not being charged fees for placement or referral. Section 195(5).

**(Monitor should ask for appropriate assurance]**

24. Certifies that provisions have been made to ensure that no financial assistance is provided to any program that involves political activities. Section 195(b).

**(Monitor should ask for appropriate assurance]**

25. Certifies that the contractor will abide by the WIA Act, regulations, and applicable business licensing, taxation and insurance requirements. Certifies that the contractor has provisions regarding modification of the contract, the handling of disputes, and termination, including termination for convenience of the government.

**(Monitor should ask for appropriate assurance]**

26. Has the legal authority to apply for Federal Assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

**(Monitor should ask for appropriate assurance]**

27. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**(Monitor should ask for appropriate assurance]**

28. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4783) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

**(Monitor should ask for appropriate assurance]**

29. Will 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. '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.

**(Monitor should ask for appropriate assurance]**

30. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**(Monitor should ask for appropriate assurance]**

31. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations."

Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**(Monitor should ask for appropriate assurance]**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 19160-19211). The Instructions for Certification are an integral part of the certification.

The prospective recipient of Federal assistance funds certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**(Monitor should ask for appropriate assurance)**

32. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The GRANTEE certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(Monitor should ask for appropriate assurance)**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS. The GRANTEE certifies that it will or will continue to provide a drug-free workplace by:1.

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

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

A. The dangers of drug abuse in the workplace;

B. The grantee's policy of maintaining a drug-free workplace;

C. Any available drug counseling, rehabilitation, and employee assistance programs; and

D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:

A. Abide by the terms of the statement; and

B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

4. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4)(B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;

5. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (B), with respect to any employee who is so convicted:

A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local Health, law enforcement, or other appropriate agency;

6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

**(Monitor should ask for appropriate assurance]**

43. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop delivery system (See 29 CFR 37.2).

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

(1) Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, 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 WIA Title I B 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.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I B financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title IB financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

**(Monitor should ask for appropriate assurance]**

---

# ON-THE-JOB TRAINING SPECIFIC QUESTIONS

This instrument is used for general reviews of contracted or internal OJT programs. Individual OJT contracts/training plans are monitored through the use of the state-mandated form.

1. Does the staff provide OJT, Customized Training (*i.e. IWP or local grant programs*)?  
Yes \_\_\_\_\_ No \_\_\_\_\_
  
2. Does the staff ensure that OJT contracts are not entered into with Employers who have exhibited a pattern of failing to provide OJT training participants with long-continued, long-term employment as regular employees with wages and employment benefits and working conditions?  
Yes \_\_\_\_\_ No \_\_\_\_\_
  
3. Is a detailed occupationally specific Individual Employment Plan (IEP) developed for each participant?  
Yes \_\_\_\_\_ No \_\_\_\_\_
  
4. Does the OJT Training Plan include the following elements?
  - a. A training outline? Yes \_\_\_\_\_ No \_\_\_\_\_
  - b. A statement of the method and amount of employer reimbursement?  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - c. A starting wage, maximum training hours and the training period covered (*i.e. begin/end date*)? Yes \_\_\_\_\_ No \_\_\_\_\_
  - d. Are all four signatures included as part of the training plan (*i.e. supervisor, human resources, business services and trainee*)? Yes \_\_\_\_\_ No \_\_\_\_\_
  - e. Identification of the trainer(s)/supervisor? Yes \_\_\_\_\_ No \_\_\_\_\_
  
  - f. Training plan reflect > 360 training hours? Yes \_\_\_\_\_ No \_\_\_\_\_
  
5. Are any OJT plans negotiated with any business with an occupational area that falls below SVP Level 2 (160 hours)?  
Yes \_\_\_\_\_ No \_\_\_\_\_
  
6. Is the average number of weekly hours between 30 – 40 hours?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
(*If not, what is the actual average number of weekly work hours? \_\_\_\_\_*)

7. Does the start date of employment correspond to the contract start date?  
Yes \_\_\_\_\_ No \_\_\_\_\_
8. Does the OJT participant's time and attendance correspond to OJT invoices?  
Yes \_\_\_\_\_ No \_\_\_\_\_
9. OJT participants receive an hourly wage of no less than \$\_\_\_\_\_ in this program.
11. What is the average hourly wage rate for OJT contracts to date? \$\_\_\_\_\_
12. Are the following items maintained in the OJT files?
- OJT Contract (including training plan/outline) Yes \_\_\_\_\_ No \_\_\_\_\_
- Individual Employment Plan Yes \_\_\_\_\_ No \_\_\_\_\_
- OJT review/evaluation reports Yes \_\_\_\_\_ No \_\_\_\_\_
- Invoices/time sheets Yes \_\_\_\_\_ No \_\_\_\_\_
- Job description Yes \_\_\_\_\_ No \_\_\_\_\_
- Narrative Justification (skills gap) Yes \_\_\_\_\_ No \_\_\_\_\_
13. How many active OJTs are currently in place? \_\_\_\_\_
14. What percentage of OJT contracts are Dislocated Worker vs. Adults?
- Dislocated Workers \_\_\_\_\_
- Adults \_\_\_\_\_
15. Has any of the OJT employers opened or expanded operations during the last 120 days?  
Yes \_\_\_\_\_ No \_\_\_\_\_
16. Has any of the OJT employers recently relocated to the area?  
Yes \_\_\_\_\_ No \_\_\_\_\_ *(Note: An OJT may not occur until 120 days after relocation.)*
- If yes, has a pre-award review been completed to verify that the employer which is new or expanding is not, in fact, relocating employment from another area?  
Yes \_\_\_\_\_ No \_\_\_\_\_

17. Is any employee/former employee currently on layoff from the same, or substantially equivalent position as one being filled by a WIA participant?

Yes \_\_\_\_\_ No \_\_\_\_\_

18. If the position being filled by OJT was previously occupied, what is the reason for the vacancy? \_\_\_\_\_



## FISCAL OVERSIGHT TOOL

1. Review the FMIS financial data, including overall expenditures, cost category limitations, and cash draw downs for all funds, etc.

Do they reconcile with the Local Area expenditure reports?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Are financial transactions recorded in more than one accounting system or in one or more subsidiary systems and a central system?

Yes \_\_\_\_\_ No \_\_\_\_\_

*(If yes, how often are subsidiary systems reconciled with the central system?)*

3. Are journal entries reviewed and approved by the Financial Manager?

Yes \_\_\_\_\_ No \_\_\_\_\_

## BOOKKEEPING

Select a sample of financial transactions for the period reviewed. Make sure all significant categories are included, e.g. payrolls, vendor payments, and payments to contractors.

4. Does the entity maintain complete documentation of financial transactions, including obligating funds, expenditures, cash receipts and disbursements?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Do financial records appear accurate, current, complete, well organized and free from excessive adjustments?

Yes \_\_\_\_\_ No \_\_\_\_\_

6. In your judgment, is the entity in compliance with the financial record requirements?

Yes \_\_\_\_\_ No \_\_\_\_\_

7. List the documents reviewed: (list by topic, e.g., payroll, procurement, financial reporting, etc.)

## BUDGETING

8. Does the entity prepare a budget or plan for the use of funds for the term of the grant?  
Yes \_\_\_\_\_ No \_\_\_\_\_
9. What action is taken by the entity when large variances between planned and actual costs occur?
10. Is each budget year approved by the authorized official prior to expending funds?  
Yes \_\_\_\_\_ No \_\_\_\_\_

## FINANCIAL MANAGEMENT

11. Determine which financial records the agency maintains:
- |                            |                                |
|----------------------------|--------------------------------|
| _____ Detail Budget Report | _____ Revenue Account Records  |
| _____ Payroll Register     | _____ Account Activity Listing |
| _____ Check Register       | _____ Purchases (Credit Card)  |
| _____ Other: _____         |                                |
12. Are the records sufficient to prepare reports and trace funds including integration with the parent agency such as the county, city or council of government?  
Yes \_\_\_\_\_ No \_\_\_\_\_
13. Is the agency submitting accurate and timely monthly reports?  
Yes \_\_\_\_\_ No \_\_\_\_\_

## CASH MANAGEMENT

14. Does the subrecipient have a system for monitoring receipts, disbursements and balances of funds on a daily basis?  
Yes \_\_\_\_\_ No \_\_\_\_\_
15. If cash draw downs by the sub-recipient are made well in advance of disbursement requirements, what is the rationale?
16. Briefly describe the cash management procedures:

## INTERNAL CONTROLS

17. What controls are in place for preparing Purchase Orders, Pay Vouchers or Receiving Reports or other forms of disbursement?

18. Who on the contractor staff has signing authority for other financial documents?

---

19. Do these individuals have access to accounting records?

Yes \_\_\_\_\_ No \_\_\_\_\_

*(How many signatures are required on each financial document in Question 19?) \_\_\_\_\_*

20. What controls are in place to ensure that all disbursements are recorded in the accounting system?

21. Does the individual authorized to sign checks or otherwise make disbursements also have the authority to negotiate contracts?

Yes \_\_\_\_\_ No \_\_\_\_\_

*(If yes, this is an inadequate separation of duties. It is recommended that these responsibilities be separated).*

## CONTRACTOR / SUBCONTRACTOR CONTROLS

22. Review the methods used for control and monitoring of contractor/subcontractor expenditures to ensure the following:

- a. Contract/subcontract amounts are not exceeded.
- b. Expenditure goals/limitations by Agency will be met.
- c. Travel is properly documented and is reasonable and necessary.

## PROCUREMENT

23. Do the policies and procedures require that all procurement transactions be conducted in a manner providing full and open competition?  
Yes \_\_\_\_\_ No \_\_\_\_\_
24. Do the policies and procedures require written justification for all sole source procurement actions?  
Yes \_\_\_\_\_ No \_\_\_\_\_
25. Are procurement transactions between local boards and units of state or local governments conducted on a cost reimbursement basis only?  
Yes \_\_\_\_\_ No \_\_\_\_\_
26. Were any issues of non-compliance with code of conduct requirements found during this review?  
Yes \_\_\_\_\_ No \_\_\_\_\_

## COMPETITIVE PROPOSAL

27. Does the entity have written standards for competitive proposals?  
Yes \_\_\_\_\_ No \_\_\_\_\_
28. Do the procedures serve to ensure full and open competition?  
Yes \_\_\_\_\_ No \_\_\_\_\_
29. Does the entity have a documented methodology for technical evaluation?  
Yes \_\_\_\_\_ No \_\_\_\_\_
30. If Request for Proposals (RFP) are utilized, is there a method to announce them in a publication with general circulation in the competitive area?  
Yes \_\_\_\_\_ No \_\_\_\_\_
31. Is there a method of cost / price analysis of all proposals to be undertaken?  
Yes \_\_\_\_\_ No \_\_\_\_\_
32. Will a determination of demonstrated performance be undertaken prior to the award?  
Yes \_\_\_\_\_ No \_\_\_\_\_

39. For such contracts, describe the sources of information used to arrive at the final determination?

**SOLE SOURCE**

40. Does the entity have written standards for non-competitive sole source procurements?

Yes \_\_\_\_\_ No \_\_\_\_\_

41. Does the entity have a documented methodology for technical evaluations of proposals that are awarded non-competitively?

Yes \_\_\_\_\_ No \_\_\_\_\_

42. In your opinion, is the sole source process being used appropriately?

Yes \_\_\_\_\_ No \_\_\_\_\_

*If no, please explain.*