



December 18, 2023

Rudolfo Ortiz
Audit Resolution
Division of Fraud Deterrence and Compliance Monitoring
101 E. 15th Street
Austin, TX 78778

Dear Mr. Ortiz,

The North Central Texas Council of Governments (NCTCOG) appreciates the opportunity to respond to TWC's letter dated November 20, 2023, regarding the review of the Child Care Services, Choices (employment services for Temporary Assistance for Needy Families), Employment Services, Trade Adjustment Assistance, and Workforce Innovation and Opportunity Act programs administered by Workforce Solutions of North Central Texas.

This review identified opportunities to strengthen management controls and support compliance with contract requirements. The two (2) findings noted are outlined below:

1. Prior Year Finding – Ensure Procurements are Properly Conducted

The following error was noted for the Board's procurement of Risk & Compliance Audit Services:

- No documentation of an independent estimate was provided. Standards require that an independent cost estimate be performed before receiving bids or proposals. The absence of an independent estimate may lessen the effectiveness of the required cost/price analysis in determining whether the costs/price of the bids/proposals received are reasonable.

The following errors were noted for the Board's procurement of Single Audit services:

- No documentation of an independent estimate prior to the procurement issuance was provided.
- The Request for Qualifications document is missing the evaluation criteria.
- No documentation was provided to support that bids were received timely.
- **NCTCOG Response:** The NCTCOG Purchasing Division has implemented the following controls to ensure procurement requirements are met:
 - Workforce-related procurements have been centralized utilizing the NCTCOG Purchasing Division for enhanced quality control and adherence to requirements specific to TWC. This transition began in June 2023.



- The NCTCOG Purchasing Division has developed a new Determination of Cost Reasonableness Form to meet the Independent Cost Estimate requirements. This form was implemented in FY 2022.
 - **Reference:** Attachment 1 – Determination of Cost Reasonableness Form
- A new Workforce Procurement Request Form has been developed to gather preliminary information and enhance the centralized Workforce procurement process. This form was implemented in FY 2024, beginning in October 2023.
 - **Reference:** Attachment 2 - Workforce Procurement Request Form
- A new Initial Procurement Memo template has been developed for Workforce-related procurements to document a need statement/determination of allowability, brief description of scope of work, independent estimate, and rationale for the method of procurement to be used. This form was implemented in FY 2024, beginning in October 2023.
 - **Reference:** Attachment 3 – Initial Procurement Memo
- A new Formal Procurements Checklist and Noncompetitive Procurements Checklist has been developed which align with the new Board Procurement Checklist included in the revised TWC Agency Board Agreement (ABA) dated October 11, 2023. The checklists were implemented in FY 2024, beginning in October 2023.
 - **Reference:** Attachment 4 – Formal Procurements Checklist
Attachment 5 – Noncompetitive Procurements Checklist
- A formalized training is in development and will be implemented in January 2024. The training will be provided to staff of the Workforce Development Department and will be facilitated by the NCTCOG Purchasing Division. The training will include a walkthrough of the new procurement forms noted above, as well as an overview of procurement requirements specific to TWC funding and general requirements that apply to all funding.
- NCTCOG Purchasing is dedicated to ensuring a transparent and fair procurement process. To uphold this commitment, each formal procurement issued includes outlined evaluation criteria in Section 3: Evaluation and Award. These criteria serve as a comprehensive framework for assessing proposals, ensuring a fair and thorough evaluation process.



- NCTCOG Purchasing employs the Public Purchase eProcurement service as a medium for distributing and collecting public sector procurement documents. Vendors leverage the Public Purchase submission portal to submit their technical proposals, price proposals, and any other specified documents. The vendor's submission is securely encrypted, and decryption for viewing is only feasible after the submission deadline has elapsed. This precautionary measure is implemented to maintain a fair competition environment, emphasizing transparency and adherence to established protocols.

The following attachments are saved to each procurement file:

- Public Purchase Transcription of the Public Opening
- Bid/Proposal Opening and Read Aloud Form
- Public Purchase Public Opening Attendance Report
- Microsoft TEAMS Recording of the Public Opening

2. Finding – Ensure MOUs Contain All Required Elements

The Board did not ensure its Memoranda of Understanding (MOU) agreement with the Adult Education & Literacy (AEL) partner contained all the required elements. Although quarterly meetings are held with the Workforce Subrecipient and all AEL partners to ratify the conditions of the Regional Coalition MOU, the MOU was lacking the following elements required by the WIOA Guide to Texas Workforce Systems Operations:

- The MOU was missing the beginning and end date.
- A review of the MOU agreement at least once every three years.
- **NCTCOG Response:** Workforce Solutions for North Central Texas is in the process of reviewing and revising all MOU agreements to ensure they contain all required elements set forth in the WIOA Guide to Texas Workforce System Operations (July 2023).

Specifically, as noted in the TWC monitoring review, the Adult Education Literacy (AEL) Regional Coalition MOU has been revised to address the following:

- a beginning and end date
- the requirement to review the MOU agreement at least every three years.

To ratify the conditions of the Regional Coalition MOU, Workforce Solutions for North Central Texas continues to hold quarterly meetings with the Workforce Subrecipient and all AEL partners as identified in the MOU.



Workforce Solutions for North Central Texas staff have implemented internal controls to ensure that all MOUs are developed and revised to include required elements, as directed in Section C (Memoranda of Understanding) of the WIOA Guide to Texas Workforce System Operations, July 2023 and in Appendix B: WIOA MOU Provisions Checklist. Internal controls that have now been implemented include:

- Creation of an MOU checklist to be completed when all MOUs are created, reviewed and revised.
- Revised MOU tracking spreadsheet that lists all MOUs, start and end dates, and compliance with all elements of the WIOA Guide to Texas Workforce System Operations.
- Additional level of review by the Senior Manager of Workforce Programs prior to the distribution of all MOUs for signature.

Additionally, training was conducted on December 18, 2023 by the Senior Manager of Workforce Programs and Manager of Continuous Improvement for all board staff that support the MOU creation and review process. The training will provide direction and guidance related to:

- MOU Overview
- WIOA Guide to Texas Workforce System Operations, July 2023
 - Section C - Memoranda of Understanding
 - Appendix B: WIOA Mou Provisions Checklist.
- Required MOUs
- Optional MOUs
- MOU Required Elements
 - EO Assurance
- TWC Monitoring Letter
- WSNCT Internal MOU Processes

The NCTCOG is confident the corrective actions noted above will adequately resolve TWC's concerns, will ensure proper adherence to procurement standards, and will ensure MOUs contain all required elements. NCTCOG will continue to demonstrate a commitment to following local, federal, and state guidelines and requirements.

Should you have any further questions, please do not hesitate to contact me.

Sincerely,

Phedra Redifer, Executive Director

Workforce Solutions for North Central Texas

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North Central of Texas Council of Governments(NCTCOG)

DETERMINATION OF COST OR PRICE ANALYSIS (REASONABLENESS)

Purpose: Federal regulations require documentation of cost analysis or price analysis for every procurement action at or above \$250,000 (see 2 C.F.R. § 200.323). The Determination of Cost or Price Reasonableness form is used to document the analysis showing that the offered price is fair and reasonable. The form is kept as part of the procurement file to demonstrate that the procurement process was conducted in an open and fair manner and that NCTCOG received the most advantageous price. **This form is required by the Grant Director who is responsible for grant oversight and implementation of internal controls to meet the grant requirements.**

Instructions:

1. Complete a separate Determination of Cost or Price Reasonableness form for each vendor being recommended for contract award. Complete all sections.
2. Provide a detailed discussion of your price analysis or cost analysis. A Determination of Cost or Price Reasonableness form that lacks sufficient detail cannot be approved.
3. Sign and date the form.
4. Maintain a copy on the grant file subject to retention schedules.
5. Submit completed form to the Purchasing Department prior to contract award.

An improperly completed and/or unsigned form will be returned to the Grant Director.

Prepared by: _____ Date: _____

Email: _____ Phone Number: _____

Department _____

Subject: Determination of Cost or Price Reasonableness

Good or service to be acquired: _____

Procurement #: _____

Independent Estimate Produced before Receiving Bids or Proposals: ☐ Yes (attach supporting document(s))

Vendor: _____

Amount: _____

(Attach written quotation or other information that documents the estimate of cost or price reasonableness)
(As necessary include unit costs, rates, schedules, price estimates, and budgets, etc.)

I. **This expenditure is being made under one or more of the following (check those that apply and attach supporting documentation):**

- ☐ A. Sole source(as defined under 2 CFR § 200.320(f); Ch.252 of the Tex. Local Govt. Code)
- ☐ B. Emergency procurement (as defined under CFR § 200.320(f)/ Ch.252 of the Tex. Local Govt. Code)
- ☐ C. Interlocal agreement or purchasing cooperative(2 CFR. § 200.318(e); Ch.791 of the Tex. Govt. Code)
- ☐ D. Request for Quotations for goods or services at or above \$250,000(NCTCOG has a procedure for procuring and securing quotes for items under \$50,000 and above \$3,000)
- ☐ E. Competitive Sealed Bids/Proposals or Request for Proposals for goods or services at or above \$250,000(NCTCOG has a policy of procuring goods and services valued at \$50,000 or above in accordance with Ch.252 of the Tex. Local Govt. Code)
- ☐ F. Request for Quotations or Competitive Sealed Bids/Proposals or (where the solicitation is publicly posted) where only one (1) quote/proposal is received
- ☐ G. Professional services (as defined under 2 CFR § 200.320(f) and/or Ch. 2254 of the Tex. Govt. Code)
- ☐ H. Price adjustment to Purchase Order No. _____ or Contract No. _____ and already procured under item A –G)
- ☐ I. Extension of an existing contract past its initial term. Contract extension is allowed under procurement method or contract extension must adhere to Ch. 252 of the Texas Local Government Code requirements for board approval and rationale is beneficial to NCTCOG.
- _____
- _____
- ☐ J. Other condition (specify): _____
- _____
- _____

II. **Cost or price offered or fee negotiated is considered fair and reasonable for the following reason(s), and if applicable, is supported by attached documentation and/or a detailed discussion of the cost or price analysis (select at least one applicable situation):**

- ☐ Comparison of previous NCTCOG purchase order and contract prices with current proposed price, for the same or similar items. Both the validity of the comparison and the reasonableness of the previous price(s) have been established *Attach the referenced NCTCOG purchase orders/contracts, amounts, issuance dates, and how they are similar to the current purchase.*
- ☐ Comparison with Vendor's published price lists, market prices, pricing indexes, and discount or rebate arrangements. *Attach published price list or other published pricing information used (a vendor's quotation or correspondence does not qualify as a published price list).*
- ☐ Comparison of proposed price with independent cost estimates. *Attach estimates used.*
- ☐ Comparison of proposed price with prices obtained through market research for the same or similar items. *Attach documentation of research conducted.*
- ☐ Analysis of Offeror's cost information. *Attach cost information.*
- ☐ The order is priced in accordance with existing NCTCOG Purchase Order No. _____ and/or NCTCOG Contract No. _____, which was competitively established.
- ☐ Other reason (specify): _____
- _____
- _____

CERTIFICATION:

I certify that the information provided above is true and correct to the best of my knowledge and belief. I further certify that I have determined that the costs or prices proposed are necessary, fair, and reasonable.

Full Name of Individual Preparing Form

Signature

Date

APPROVED:

Level One: Full Name of Program Manager (Grant)

Signature

Date

*Level Two: Full Name of Purchasing Representative

Signature

Date

Procurement Title: *

Department Point of Contact: *

Need Statement/Determination and Allowability *

Procurement Scope of Work: *

Estimated Budget:

(if available)

TWC Form 7100 *

Independent Cost Estimate *

Anticipated Procurement Method: *

Procurement by Noncompetitive Method *

(Requires sufficient documentation and appropriate approvals.)

Rationale for the Method of Procurement: *

Written Q&A or Pre-Proposal?

Is there a Specific Award or Contract Start Date Goal?

Buy America/Domestic Preference Requirements: *

Select▼

**Potential Bidders
List:**

Select any that apply.

- ☐ Identified one or more qualified small and minority businesses or women's business enterprises to solicit.
- ☐ Identified one or more businesses to whom notice of the procurement opportunity should be sent.

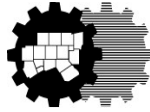
Type of Contract Anticipated: *

Select▼

Additional Comments or Notes

- ☐ Send me a copy of my responses

Submit



North Central Texas Council of Government Memorandum

To:

From:

Date:

Subject: Need Statement/Determination of Allowability/ Rationale for the method of procurement/ Independent Cost Estimate

Need Statement Considerations

Section, F.2.2 Need Determination/Justification:

A need determination might include the following actions:

- Written description of the property or service needed
- Written explanation for the need
- Identification of the end user
- Identification of the grant award(s) or program(s) for which the property or service will be used, and determination of availability of funding
- Description of how the property or service will benefit grantee operations, program activities, participants, employers, etc.
- If the request includes a “brand name” specification, identification of the specific characteristic(s) that make acquisition of the specific brand necessary, and justifying why a similar product or service won’t meet the business need
- Consideration of whether the specified property or service is like other property or services already acquired under or available to the grant award(s) that would fund the purchase, and if so, explain why an additional or duplicate purchase is needed
- Consideration of whether a one-time or recurring purchase will be needed (refer also to G.1.4 Split & Sequential Purchases)
- Determination of whether the property or service is allowable under, necessary and reasonable for the performance of, and allocable to the grant award(s) or program(s) that would be used to fund the purchase
- If approved, documented approval by authorized personnel and the date approved

Need determination will vary in complexity and be documented in a variety of ways. The extent of the analysis depends on the nature of the request. Simple, small purchases might simply require concurrence from a person having purchase approval or procurement authority, while more complex and costly procurement might require greater analysis and support.

Example: A purchase request to make a routine purchase of office supplies might include a statement to that effect or be obvious from the request that the purchase is a routine purchase, with the approver’s sign-off being adequate evidence of the grantee’s determination that the purchase is necessary. Compare that with an unusually

large purchase of copier paper made to gear up for a large print job or to take advantage of a time-limited discount that would result in a significant cost savings. The statement for the latter might include a statement that describes the reason for the unusually large purchase and why it is necessary. Again, the approver's sign-off could provide evidence that the grantee considers the purchase to be necessary.

Example: The need determination for a real property lease would be more extensive than for supplies, describing, for example, the need for the amount of space specified, the type of space, location, etc. This may include information about the use of the space, the number of customers and staff to use the space, associated parking need assumptions, specifications about public transportation options for customers, etc.

The analysis or justification need not be specifically identified as a "need determination" (though doing so may help facilitate review and audit by external oversight entities). For example, it might take the form of a purchase requisition that contains, references, or has attached to it information that provides for a complete audit trail. In other cases, it might take the form of a separately prepared need determination statement or justification with required approval shown on the face of that document or attached.

The grantee's procurement procedures will govern how the grantee processes and documents need requests and determinations. However, to provide an audit trail, the need determination for an approved request should evidence the request, reference or attach any additional information that was considered in the decision to approve or not approve the request, and provide evidence of who approved the request and when.

**Reference: 2 CFR § 200.318(d); 2 CFR § 200.403(a).*

Need Statement/Determination of Allowability

Purpose

Background

Scope of Work/Technical Specifications

Rationale for the method of procurement, including consideration of lease versus buy, and other analysis

Include a memo or other written documentation that indicates the method of procurement selected and the rationale.

The UG requires that the procurement records be sufficient to detail the history of procurement, including the rationale for the method of procurement.

Considerations include, but are not limited to:

- requirements to avoid acquisition of unnecessary or duplicative items
- consolidating or breaking out procurements to obtain a more economical purchase (but not splitting purchases to circumvent procurement thresholds)
- an analysis of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach
- eligibility to participate in cooperative contracts (keeping record of the contract, if used)
- use of federal excess and surplus property in lieu of purchasing new property whenever such use is feasible and reduces project costs
- the UG procurement standards for use of sealed bidding and competitive proposals procurement procedures.

**Reference: 2 CFR § 200.318(d), (e), (f), and (i); 2 CFR § 200.320(b).*

Rationale for the method of procurement

Procurement Methods

The chart below identifies methods of procurement specifically cited in **2 CFR 200.320**. When determining a procurement method, WSNCT/NCTCOG must use one of these methods **in accordance with NCTCOG Procurement thresholds**, provided it meets or exceeds the procurement standards in one of the methods below.

Method of Procurement	Citation	NCTCOG Policy
Micro Purchases (less than or equal to \$10,000)	2 CFR 200.320(a)(1)	Up to \$3,000
Small Purchases (less than or equal to the Simplified Acquisition Threshold of \$250,000)	See 2 CFR 200.320 (b)	\$3,001 - \$49,999
Sealed Bids	See 2 CFR 200.320(b)(1)	\$50,000 and up
Competitive Proposals	See 2 CFR 200.320(b)(2)	\$50,000 and up
Noncompetitive procurement	See 2 CFR 200.320 (c)	N/A

Selected Method & Rationale

Independent Estimate Considerations

Include for procurements that exceed the simplified acquisition threshold. Include the estimate, the date prepared, identify who prepared it, and indicate the basis used to prepare it.

The UG requires performance of a cost or price analysis in connection with every procurement action in excess of the simplified acquisition threshold, including contract modifications. As a starting point for cost or price analysis, the UG requires the procuring entity to make independent estimates before receiving bids or proposals. Refer to F.6 Independent Estimate, in the FMGC Supplement on Procurement, for additional information.

**Reference: 2 CFR § 200.234.*

FMGC Section F.6 Independent Estimate:

An independent estimate is the [grantee's](#) own estimate of what a needed item of property or service should cost.

As reflected in [F.6.1 Basic Standard](#), in this Publication, the UG and UGMS require that independent estimates be made before bids or proposals are received. Bid and proposals are the responses received in response to an Invitation for Bids (IFB) and Request for Proposals (RFP), respectively. Procurement by noncompetitive proposals also requires proposals. The UG and UGMS specifically associate IFBs and RFPs with procurement by sealed bids (formal advertising) and competitive proposals, respectively. As such, an independent estimate is required when using the sealed bids (formal advertising), competitive proposals, or noncompetitive proposals methods of procurement.

Note, that some degree of estimate should also occur when needed to decide whether to procure by [micro-purchase](#) procedures, small purchase procedures, or formal procedures, or any other time when needed to perform an initial budget check to verify whether adequate funds will be available for the acquisition, and to consider whether a procurement will fall within applicable procurement thresholds. However, such estimate differs from the independent estimate described in this Section, F.6 Independent Estimate.

An independent estimate is a tool to help analyze offerors proposed costs and/or prices, with the end goal to result in a reasonable contract price. In the planning stages, an independent estimate can also aid in the initial budget check to determine whether funds will be available for the acquisition. It can also assist in selection of an appropriate procurement method, such as for determining whether the [aggregate cost](#) will exceed the [micro-purchase threshold](#) or [simplified acquisition threshold](#). After receiving bids or proposals, the independent estimate serves as a benchmark for cost and/or price analysis; this is its primary purpose.

An independent estimate should not be more complex or detailed than what is necessary to accomplish its use in connection with the cost and/or price analysis, considering the grantee's familiarity with the cost or price involved. The method and degree of analysis for preparing an independent estimate may vary. For example, for repeat purchases for which the cost or price is relatively stable, the independent estimate might be based on prior purchases. On the other hand, for purchases of property or services not previously acquired, the estimate may draw from initial market research or information from industry or peer organizations. Refer to [F.4 Pre-Solicitation Market Research](#), in this Publication, for information about market research.

It is helpful for documentary purposes if the independent estimate is labeled; accordingly, however, such identification is not required.

Independent Estimate

Project Detail:

Procurement Type: <input type="checkbox"/> Materials & Supplies <input type="checkbox"/> Professional Services <input type="checkbox"/> Architecture <input type="checkbox"/> Engineering <input type="checkbox"/> Architecture & Engineering <input type="checkbox"/> Operations & Management <input type="checkbox"/> Construction <input type="checkbox"/> Facility Repair/Rehabilitation etc.) <input type="checkbox"/> Other:	Date Independent Estimate Completed: Procurement Threshold: <\$3000 <input type="checkbox"/> NCTCOG Micro Purchase \$3000-\$49,999 <input type="checkbox"/> NCTCOG Small Purchase ≥ \$50,000 (Formal Advertising Required) <input type="checkbox"/> Request For Proposals (RFP) <input type="checkbox"/> Invitations To Bid (ITB) <input type="checkbox"/> Other: _____ <input type="checkbox"/> Sole Source <input type="checkbox"/> Cooperative Contract <input type="checkbox"/> Non-Competitive Procurement Contract Type: <input type="checkbox"/> Fixed Price Contract <input type="checkbox"/> Cost Reimbursement Contract <input type="checkbox"/> Time & Material Contract <input type="checkbox"/> Labor Hour Contract	Estimated Date of Project Completion: Project funding Source: <input type="checkbox"/> Local Funding <input type="checkbox"/> State Funding <input type="checkbox"/> Federal Funds <input type="checkbox"/> Combination of Funding Sources: • <input type="checkbox"/> State: _____ • <input type="checkbox"/> Federal: _____ • <input type="checkbox"/> Other: _____ Grant Period: _____ Notes:
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Estimate has been developed as follows (check all that apply):

- ☐ Published catalog or price list (attach pertinent catalog or price list pages – copy page and attach).
- ☐ Recent prices for the same or similar item/service (identify contracts, purchase orders, sources, and any pertinent documents (i.e.: dates of awards, etc.). _____)
- ☐ In-house engineering or technical estimate (see details below).
- ☐ Other (specify) _____
- _____
- ☐ If appropriate, the estimates/prices herein have been made current by adjusting for inflation using the following Producer or Consumer Price Index: _____

Cost Estimate Details. Details for the estimated price/cost identified are shown below (complete Section A or B).

Section A

Cost of Standard Items			
Vendor/Cost Source	Product	Unit Cost (\$/ea.)	Notes

Section B

Cost of Services, Repairs, or Non-Standard Items								
Item/Task:								
Vendor/Cost Source	Materials	Other Direct Costs	Labor (rate, hours)	Labor Class	Allocated Overhead	SG &A (Operating Costs)	Profit	Total

NOTE: For complex projects or tasks, attach additional supporting documentation, as appropriate.

Estimated Budget:

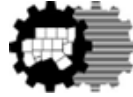
Completed By:

Signature: _____

Printed Name: _____

Title: _____

Date: _____



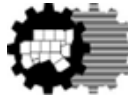
North Central Texas Council of Governments/Workforce Solutions of North Central Texas
TWC Procurement Record Checklist for Use by Boards
Formal Procurement Checklist

Solicitation Number, if applicable: [Identify the solicitation number or N/A.]						
Requisition Number: [Identify the requisition number.]						
Buyer/Contract Developer: [Identify the individual that performed the procurement.]						
Brief Description:						
TWC Requirement	Documentation	Sealed Bids	Competitive Proposals	Yes or N/A	Location	Initial & Date
1	Need statement/determination and allowability.					
2	Independent estimate.					
3	Rationale for the method of procurement, including consideration of lease versus buy, and other analysis.					
4	Finalized scoring matrix.					
5	Solicitation document. <i>Note: Must include technical requirements/specifications, and selection criteria/evaluation factors. Refer to Descriptions for more information.</i>					
6	Advertisement, if applicable.					
7	Bidders list, if any, and evidence of entities solicited.					
8	Pre-bid conference or pre-proposal conference (also known as bidders conference), if applicable.					
9	Questions received from potential respondents, if applicable.					
10	Question and answer document issued, if applicable.					

TWC Requirement	Documentation	Sealed Bids	Competitive Proposals	Yes or N/A	Location	Initial & Date
11	Solicitation amendments, if applicable.					
12	Solicitation cancellation, if applicable.					
13	Response submissions.					
14	Log of response submissions.					
15	Record of bid opening.					
16	Bid tabulation.					
17	Consider whether to repro cure, if applicable.					
18	Evaluation team members list.					
19	Evaluation committee meeting documentation.					
20	Evaluation committee member score sheets.					
21	Technical evaluation report from lead evaluator.					
22	Quality control review performed on bid tabulation/evaluation, if any.					
23	Cost and/or price analysis.					

TWC Requirement	Documentation	Sealed Bids	Competitive Proposals	Yes or N/A	Location	Initial & Date
24	Oral presentations, if applicable.					
25	Best and Final Offer (BAFO), if applicable.					
26	Negotiations, if applicable.					
27	Final selection decision. (Refer to Vendor Selection in the Descriptions.)					
28	Justification if not awarded to highest scoring respondent. <i>Record the justification in the space provided at the end of this Checklist, or use that space to reference this row of the Checklist for the location.</i>					
29	TWC Form 7100, if applicable.					
30	Notification of selection/rejection, as applicable.					
31	Selection of contract type.					
32	Pre-award review/fiscal integrity evaluation, if applicable.					
33	Bonding, as applicable.					
34	Protests and similar actions/issues, if any.					

TWC Requirement	Documentation	Sealed Bids	Competitive Proposals	Yes or N/A	Location	Initial & Date
35	Conflict of interest forms/disclosures. Non-disclosure agreements.					
37	Compliance with 2 CFR § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, if applicable.					
38	Compliance with applicable Buy America/domestic preference requirements.					
39	Compliance with requirements for procurement of recovered materials, if applicable.					
40	Verification that the selected vendor is not debarred or suspended.					
41	Approval(s).					
42	Executed contract.					
43	Other relevant information necessary to detail the history of the procurement.					
Remarks (if any):						
Procurement Signature:						
I verify that this procurement was performed in compliance with the procurement standards and requirements in the Office of Management and Budget's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," codified at 2 CFR Part 200, and its implementing regulations; Texas Workforce Commission (TWC) rules; TWC's "Financial Manual for Grants and Contracts," including the FMGC Supplement on Procurement; all other applicable federal, state, and grant requirements; and our organization's written procurement policies and procedures.						
Signature						
Printed Name						
Title/ Date						



North Central Texas Council of Governments/Workforce Solutions of North Central Texas
TWC Procurement Record Checklist for Use by Boards
Noncompetitive Procurement Checklist

Solicitation Number, if applicable: [Identify the solicitation number or N/A.]						
Requisition Number: [Identify the requisition number.]						
Buyer/Contract Developer: [Identify the individual that performed the procurement.]						
Brief Description:						
TWC Requirement	Documentation	Sealed Bids	Competitive Proposals	Yes or N/A	Location	Initial & Date
1	Need statement/determination and allowability.					
2	Justification for noncompetitive procurement.					
3	Solicitation documentation, if applicable.					
4	Cost and/or price analysis.					
5	Evaluation and selection. (Refer to Vendor Selection in the Descriptions.)					
6	Protests and similar actions/issues, if any.					
7	Conflict of interest forms/disclosures. Non-disclosure agreements.					
8	Compliance with 2 CFR § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, if applicable.					
9	Compliance with applicable Buy America/domestic preference requirements, if applicable.					
10	Compliance with requirements for procurement of recovered materials, if applicable.					
11	Verification that the selected vendor is not debarred or suspended.					
12	Approval(s).					
13	Executed contract.					
14	Other relevant information necessary to detail the history of the procurement.					
Remarks (if any):						
Procurement Signature:						
I verify that this procurement was performed in compliance with the procurement standards and requirements in the Office of Management and Budget's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," codified at 2 CFR Part 200, and its implementing regulations; Texas Workforce Commission (TWC) rules; TWC's "Financial Manual for Grants and Contracts," including the FMGC Supplement on Procurement; all other applicable federal, state, and grant requirements; and our organization's written procurement policies and procedures.						
Signature						
Printed Name						
Title						
Date						

MEMORANDUM OF UNDERSTANDING
By and Between
The North Central Texas Workforce Development Board
and
Adult Education and Literacy
REGIONAL COALITION

The North Central Texas Council of Governments (NCTCOG) is the Administrative Entity and Grant Recipient/Fiscal Agent for the North Central Texas Workforce Development Board. The following Memorandum of Understanding (“Agreement”) sets forth the terms of agreement between the North Central Texas Workforce Development Board, dba Workforce Solutions for North Central Texas, hereinafter referred to as WSNCT, and the following **Adult Education and Literacy (AEL) programs** within the WSNCT board area with regard to implementation of Adult Education & Literacy, National Literacy Act and literacy programs under the enactment of the Workforce Innovation and Opportunity Act (WIOA).

Participating AEL Partners:

Denton Independent School District (ISD)
Grayson College
Navarro College
Paris Junior College
Weatherford Independent School District (ISD)

All parties under this Agreement are authorized to enter into this nonfinancial agreement in consideration of an exchange of services between the entities.

I. Purpose of Agreement

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities in alignment with the U. S. Department of Labor’s Workforce Innovation and Opportunity Act (WIOA) and other citing authorities.

The WIOA’s purpose is to build a better aligned workforce system with a holistic approach to Title I occupational education programs and Title II Adult Basic Education programs. Under WIOA, one-stop partners are directed to enter into a memorandum of understanding with required Adult Education and Literacy partners insofar as it relates to planning and implementation of individual and mutual duties, obligations, and responsibilities.

II. Duration of Agreement

This Agreement will commence on the **1st day of July 2023** and shall remain in full force for a minimum of 3 years, **June 30, 2026**. This agreement may be extended upon review of terms and conditions to ensure appropriate funding and delivery of services if all parties are in agreement. The Agreement may be canceled by one or more partners upon a thirty (30) day written notice, except where the cancellation is for cause, i.e. a material and significant breach of any of the provisions of this Agreement, and therefore may be canceled upon delivery of written notice to the other parties.

III. Adult Education & Literacy (AEL) Programs

The AEL Regional Coalition (i.e. hereafter referred to as the “Regional Coalition”) is to ensure integration of services within the WSNCT board area; address shared transitional issues, concerns and needs; share information and best practices; and explore systems and services for continuous improvement in order to close strategic and operational gaps. The Regional

Coalition has the authority and the responsibility to carry out the following functions:

- Develop strategies for system improvements;
- Oversee, analyze, and adjust strategy implementation;
- Share best practices to assist programs achievements and promote continuous improvement; and
- Track and support the achievement of state, federal and/or local performance goals and targets.

IV. Workforce Solutions for North Central Texas (WSNCT)

WSNCT provides employment-related services to employers and job seekers in Collin, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise counties. Employers benefit from job-matching services, labor market information, access to training grants, and other services. Job Seekers access job leads, career information, assistance with training, support services, or childcare, and other workforce services. Additional information on WSNCT services can be located on their website at: <https://www.dfwjobs.com>.

V. General Provisions

It is understood by the parties that each should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

VI. Responsibilities of the Parties Under Agreement

In consideration of the mutual aims and desires of the parties to this Agreement and in recognition of the public benefit to be derived from effective implementation of the programs involved, the partners of this Regional Coalition agree that services provided by each partner are designated and set forth in the following relative roles and responsibilities as it relates to the planning and implementation of the AEL programs within the WSNCT board area, both federally funded and non-federally funded. Service Providers include all parties under this agreement.

A. Actions of All Partners:

- Designate an authorized representative of their organization empowered to carry out the functions of the Regional Coalition.
- Provide support to the Regional Coalition in the planning, development and implementation of strategic goals and operational plans.
- Promote county and statewide visibility of the Regional Coalition.
- Represent the Regional Coalition to employers, businesses and local organizations.
- Represent the Regional Coalition to elected and appointed governmental officials on a local, state and national level.
- Develop and abide by locally established communication protocol, which utilizes the specified points of contact and will best serve the interests of all partners.
- Coordinate information, resources, activities and services between AEL and Workforce partners for the benefit of mutual customers.
- Share TABE scores and provide joint staff training on administering the TABE.
- Explore and establish innovative and effective solutions to the problems faced by mutual customers/students.

- Secure all customer/student specific information and all confidential information shared between partners so that it will remain protected and confidential.
- Facilitate the services needed at one central location to expedite the intake process, reduce duplication of effort and eliminate unnecessary redundancy.
- Advocate with TWC and other stakeholders to ensure policies are reflective of and responsive to the needs of North Central Texas residents and the partners of the Regional Coalition.
- Commit to ensure quality customer service and customer-centered focus.
- Provide advisement to assist customers in identifying appropriate career program(s) and career pathways based on assessment and entrance requirements.
- Coordinate referrals of potential participants for One-Stop and educational services.
- Provide ongoing referrals, communication, including, but not limited to, programmatic eligibility, career pathway identification, and assessment documentation pertaining to mutual customers.
 - Both parties will ensure that customer consent forms are maintained on file to be used for referral and information-sharing purposes.
- Provide qualified staff to educate each entity's staff on programmatic and eligibility information on an as needed basis.
- Provide programmatic informational materials, including posters, flyers, and brochures to be displayed at both agencies.
- Ensure access to services for mutual customers, including workers, youth, job seekers, and individuals with barriers to employment, including individuals with disabilities, as follows:
 - Ensure access and priority for services for all individuals with barriers to employment, including accessibility by ensuring buildings and technology is accessible to all customers.
 - Ensure customer data and PII information is secure.
 - Commit to comply with confidentiality provisions of each respective agency.
 - Promote nondiscrimination and equal opportunity by ensuring services are available and provided in a fair, non-biased manner.
 - Promote capacity building and professional development for all staff to raise awareness in dealing with customer service provided to individuals with disabilities and barriers to employment.

B. Adult Education and Literacy (AEL) Providers shall:

- Function as both Grant Recipients and Fiscal Agents (administrative entities) providing management and oversight of TWC awarded AEL funds and will serve for the duration of the grant award period.
- Perform all services and activities required to fully comply with TWC-AEL contract performance requirements and all contract terms and conditions.
- Communicate with TWC's designated AEL Lead Program Specialist for day-to-day administrative concerns, monitoring, technical assistance, professional development, reporting, and ensuring workforce area coverage as defined in Texas Labor Code, Section 805, Subchapter C, §805.42.
- Develop and implement planned strategies for accelerated learning, improved transitions to employment or post-secondary education, and expanded capacity.
- Provide direct AEL services on a coordinated basis within the workforce area in accordance with the application for funding—Career Pathways Employability Skills.
- Accept WSNCT referrals of job seekers to determine eligibility for AEL program services and deliver services to eligible customers.

- Encourage long-term employability and increased wages through referral to the Workforce Center programs.
- Complete and submit all financial reports to TWC per AEL grant contract requirements.

C. Workforce Solutions for North Central Texas (WSNCT) shall:

- Function as the Regional Coalition Lead Organization and will serve for the duration of the Texas Workforce Commission (TWC) funded AEL grant award period.
- Plan and facilitate all regularly scheduled Regional Coalition meetings.
- Provide administrative and management functions for the Regional Coalition.
- Act as a convener of and a neutral broker for the Regional Coalition and will not operate TWC-AEL funded programs.
- Coordinate workforce services, activities, information and resources with Grant Recipients and Fiscal Agents that implement the AEL programs funded by TWC.
- Provide job opportunities through Work-In-Texas (WIT) and training assistance from local workforce center staff.
 - **“Work-In-Texas”**– Texas Workforce Commission’s State Job Matching System; www.workintexas.com
- Develop and secure work agreements with businesses and organizations to deliver high quality education and training. (e.g. OJT, Subsidized Employment, Work Experience agreements).
- Designate staff from local Workforce Centers to participate on local advisory councils and attend regular meetings within their county.
- Make presentations on services and/or conduct various training workshops at AEL provider sites and/or AEL provider staff meetings, etc.
- Support the region’s career pathways for increased collaboration between education and workforce development programs.
- Support the development of the region’s workforce pipeline for key industry sectors by collaborating with the career pathway systems.
- Provide data to partners to enhance and support the career pathway system.
- Provide labor market information and resources to assist in developing course offerings and curriculum.
- Coordinate employer services and the use of the on-line job matching system for both employers and job seekers.
- Provide needed programmatic and support services for eligible customers, including childcare funding to support families in employment and training activities. Access to and additional information on services can be found at the following locations:
 - **Child Care Services:** <https://dfwjobs.com/child-care/child-care-parents>
 - **Job Seekers Services:** [Find a Career | Workforce Solutions for North Central Texas \(dfwjobs.com\)](http://Find a Career | Workforce Solutions for North Central Texas (dfwjobs.com))
 - **Tuition Assistance** offered to qualified WIOA Dislocated Workers, Adults, and Youth through Targeted Occupations with sufficient demand to offer a reasonable expectation of employment at a living wage. [Services for Adults | Workforce Solutions for North Central Texas | Workforce Solutions for North Central Texas \(dfwjobs.com\)](http://Services for Adults | Workforce Solutions for North Central Texas | Workforce Solutions for North Central Texas (dfwjobs.com))
 - **Employer Services:** <https://dfwjobs.com/services>
- Ensure referrals are made to AEL providers via locally developed referral form or other mutually agreed upon means of communication for those individuals seeking AEL services.

- Provide assistance to employers and job seekers at the following WSNCT locations:

Collin County: Plano Workforce Center 1101 Resource Dr., Suite 100 Plano, TX 75074 469-229-0088 Email: planoworkforce@dfwjobs.com McKinney Workforce Center 291 Eldorado Parkway McKinney, TX 75069 972-542-3381 Email: mckinneyworkforce@dfwjobs.com	Denton & Wise Counties: Denton Workforce Center 5800 I-35 N, Suite #100 Denton, TX 76207 940-382-6712 Email: dentonworkfofce@dfwjobs.com Alliance Opportunity Center 2421 Westport Parkway Suite #200 Fort Worth, TX 7177 Email: employers@dfwjobs.com
Ellis County: Waxahachie Workforce Center 1712 W. Hwy. 287 Business Waxahachie, TX 75165 972-937-8114 Email: waxahachieworkforce@dfwjobs.com	Erath County: Stephenville Workforce Center 2165 W. South Loop Stephenville, TX 76401 254-965-5100 Email: stephenvilleworkforce@dfwjobs.com
Hood & Somervell Counties: Granbury Workforce Center 1030 E. U.S. Hwy 377 Suite #202 Granbury, TX 76048 Email: ganburyworkforce@dfwjobs.com	Hunt County: Greenville Workforce Center 2500 Stonewall St., Suite #201 Greenville, TX 75401 903-454-9350 Email: greenvilleworkforce@dfwjobs.com
Johnson County: Cleburne Workforce Center 202 Hyde Park, Suite 200 Cleburne, TX 76099 817-641-6201 Email: cleburneworkforce@dfwjobs.com	Kaufman & Rockwall Counties: Terrelle Workforce Center 109 Tejas Drive, Suite #300 Terrell, TX 75160 972-563-7271 Email: terrellworkforce@dfwjobs.com
Navarro County: Corsicana Workforce Center 720 North Beaton Street Corsicana, TX 75110 903-874-8276 Email: corsicanaworkforce@dfwjobs.com	Palo Pinto & Parker Counties: Emerging Technologies Building Weatherford Workforce Center 225 College Park Drive Weatherford, TX 76086 817-594-0049 Email: weatherfordworkforce@dfwjobs.com

VII. Allocation of Costs

The parties named herein assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a supplemental Agreement, shall any party be obligated to pay or reimburse any expense incurred by another party under this Agreement. Further, the Parties agree to develop and

implement a mutually agreeable Infrastructure Funding Agreement (IFA) for applicable facility use fees associated with co-location within WSNCT Workforce Centers.

VIII. Confidentiality

Both parties shall secure the confidentiality of records and agree and acknowledge that all information provided to them by the other party is confidential by law and will only be used for the purposes set forth in this agreement.

IX. Other Provisions or Agreements

Any alterations, additions, or deletions to the terms of this agreement which are required by changes in the state law, federal law, or by regulations are automatically incorporated in this agreement without written amendment and shall become effective on the date designated by such law or regulation. The agreement may be amended at any time in writing and by mutual consent of the parties.

If an AEL Grant Recipient/Fiscal Agent of the Regional Coalition withdraws from the coalition, the AEL Grant Recipient/Fiscal Agent must ensure that a letter of intent to withdraw is provided to the Regional Coalition Lead Organization and the TWC-AEL Contract Manager. The AEL Grant Recipient/Fiscal Agent must coordinate with remaining Regional Coalition partners to develop an alternative proposal for service delivery within their service area and submit it to the Regional Coalition Lead Organization and the TWC- AEL Contract Manager.

If the Regional Coalition Lead Organization withdraws from the coalition or from its role as the Lead Organization, then the Regional Coalition Lead Organization must ensure that a letter of intent to withdraw is provided to the AEL Partners and TWC Contract Manager. The resigning Lead Organization must coordinate with remaining coalition partners to identify an alternative Lead Organization of the coalition and submit it to the TWC Contract Manager.

X. Equal Opportunity and Non-Discrimination and Disabilities Provision

Both WSNCT and AEL partners agree to abide by the Equal Opportunity and Non-Discrimination provisions of the following laws:

- WIOA Title I, Section 188 – Nondiscrimination
- Titles VI and VII of the Civil Rights Act of 1964, as amended;
- The Rehabilitation Act of 1973 § § 503, 504, and 508, 29 U.S.C. § § 793, 794, and 794d, as amended;
- Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;
- The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;
- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended; and
- The Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501 et seq.
- Other Federal and State required accessibility and non-discrimination requirements.

XI. Grievance Procedure

The parties to this Agreement agree to the extent possible, and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation. This Agreement shall be governed by the laws of the State of Texas.

APPROVED:

The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.

Denton ISD

Jamie Wilson

Dr. Jaime Wilson
Superintendent

Nov 1, 2023

Date

Grayson College

Carolyn Kasdorf

Carolyn Kasdorf
Vice President for Business Services

Nov 2, 2023

Date

Navarro College

Dr. Kevin G. Fegan

Dr. Kevin G. Fegan
District President

Nov 2, 2023

Date

Paris Junior College

Pamela Anglin

Dr. Pamela Anglin
President

Nov 8, 2023

Date

Weatherford ISD

Marie Hernandez

Marie Hernandez
Assistant Superintendent of Academic Services

Nov 14, 2023

Date

North Central Texas Workforce Board

David F. Bristol

David F. Bristol
Board Chair

Nov 15, 2023

Date

Signature: 
Jamie Wilson (Nov 1, 2023 15:38 CDT)
Email: jwilson@dentonisd.org

Signature: Dr. Kevin G. Fegan
Dr. Kevin G. Fegan (Nov 2, 2023 15:11 CDT)
Email: kevin.fegan@navarrocollege.edu

Signature: Marie Hernandez
Email: mhernandez@weatherfordisd.com

Signature: Carolyn Kasdorf
Carolyn Kasdorf (Nov 2, 2023 12:29 CDT)
Email: kasdorfc@grayson.edu

Signature: Pamela Anglin
Pamela Anglin (Nov 8, 2023 17:38 CST)
Email: panglin@parisjc.edu

Signature: David F. Bristol
David F. Bristol (Nov 15, 2023 08:02 CST)
Email: dbristol@employeesolutions.com











WIOA MOU-AEL Regional Coalition_2023-26_for signature

Final Audit Report

2023-11-15

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By:	Mary Ford (mford@dfwjobs.com)
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2023-11-14 - 5:34:14 PM GMT

 Email viewed by dbristol@employeesolutions.com

2023-11-15 - 2:01:21 PM GMT- IP address: 47.209.88.237

 Signer dbristol@employeesolutions.com entered name at signing as David F. Bristol

2023-11-15 - 2:02:37 PM GMT- IP address: 47.209.88.237

 Document e-signed by David F. Bristol (dbristol@employeesolutions.com)

Signature Date: 2023-11-15 - 2:02:39 PM GMT - Time Source: server- IP address: 47.209.88.237

 Agreement completed.

2023-11-15 - 2:02:39 PM GMT



Adobe Acrobat Sign

AMENDMENT 1
MEMORANDUM OF UNDERSTANDING
By and Between
North Central Texas Workforce Board
and
Adult Education and Literacy
REGIONAL COALITION

Section 1 Parties to the MOU Amendment

The parties hereto do hereby contract and agree to modify and amend the original MOU Agreement effective July 1, 2023, made and entered into by and between the North Central Texas Workforce Board (NCTWB), dba Workforce Solutions for North Central Texas (WSNCT), and the following **Adult Education and Literacy (AEL)** providers that constitutes the **AEL Regional Coalition** within the WSNCT board area with regard to implementation of Adult Education & Literacy, National Literacy Act and literacy programs under the enactment of the Workforce Innovation and Opportunity Act (WIOA).

Participating AEL Providers:

Denton Independent School District (ISD)
Grayson College
Navarro College
Paris Junior College
Weatherford Independent School District (ISD)

Section 2 Modification to the MOU Agreement

The NCTWB and the above identified AEL Providers of the Regional Coalition have agreed and by the execution of this MOU Agreement Amendment are bound to the mutual obligations, performance and accomplishment of the modifications hereinafter set forth:

- **Revises Section X: Equal Opportunity and Non-Discrimination and Disabilities Provision to include the newly required Non-Discrimination and Equal Opportunity provisions under the Workforce Innovation and Opportunity Act (WIOA) as Addendum One to the original MOU Agreement as attached.**

Section 3 Continuing Force of Original MOU Agreement

The NCTWB and the above identified AEL Providers of the Regional Coalition contract and agree that all of the terms and provisions of the original MOU Agreement not explicitly modified and amended by the execution of this MOU Agreement Amendment shall remain in full force and effect and shall continue to govern. Nothing in this Amendment shall be construed as authorizing the NCTWB and the above identified AEL Providers of the Regional Coalition to violate any federal, state or local laws or regulations as they may pertain to the original contract.

ADDENDUM ONE

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

(A) Section 188 of the Workforce Innovation and Opportunity Act (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, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

(B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

(C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant 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 applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

Approved and Accepted on behalf of the AEL Provider of the Regional Coalition:

Denton ISD

Jamie Wilson

Dr. Jaime Wilson
Superintendent

Dec 5, 2023

Date

Grayson College

Carolyn Kasdorf

Carolyn Kasdorf
Vice President for Business Services

Dec 6, 2023

Date

Navarro College

Dr. Kevin G. Fegan

Dr. Kevin G. Fegan
District President

Dec 6, 2023

Date

Paris Junior College

Dr. Pamela Anglin
President

Date

Weatherford ISD

Marie Hernandez
Assistant Superintendent of Academic Services

Date

Approved and Accepted on behalf of the North Central Texas Workforce Board:

David Bristol

David F. Bristol
Board Chair

Dec 12, 2023

Date

Signature:


Janel Wilson (Dec 5, 2023 15:30 CST)

Email: jwilson@dentonisd.org

Signature:


Carolyn Kasdorf (Dec 6, 2023 08:39 CST)

Email: kasdorfc@grayson.edu

Signature:


Dr. Kevin G. Fegan (Dec 6, 2023 08:40 CST)

Email: kevin.fegan@navarrocollege.edu

Signature:

Email: panglin@parisjc.edu

Signature:

Email: mhernandez@weatherfordisd.com

Signature:

David F. Bristol

Email: david@trinitycaptivegroup.com

WIOA MOU-AEL Regional Coalition 2023-26_Amendment 1_DISD, Grayson, Navarro

Final Audit Report

2023-12-12

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By:	Mary Ford (mford@dfwjobs.com)
Status:	Signed
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AMENDMENT 1
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By and Between
North Central Texas Workforce Board
and
Adult Education and Literacy
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Grayson College
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Weatherford Independent School District (ISD)

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- **Revises Section X: Equal Opportunity and Non-Discrimination and Disabilities Provision to include the newly required Non-Discrimination and Equal Opportunity provisions under the Workforce Innovation and Opportunity Act (WIOA) as Addendum One to the original MOU Agreement as attached.**

Section 3 Continuing Force of Original MOU Agreement

The NCTWB and the above identified AEL Providers of the Regional Coalition contract and agree that all of the terms and provisions of the original MOU Agreement not explicitly modified and amended by the execution of this MOU Agreement Amendment shall remain in full force and effect and shall continue to govern. Nothing in this Amendment shall be construed as authorizing the NCTWB and the above identified AEL Providers of the Regional Coalition to violate any federal, state or local laws or regulations as they may pertain to the original contract.

ADDENDUM ONE

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- (A) Section 188 of the Workforce Innovation and Opportunity Act (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, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- (B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- (C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant 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 applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

Approved and Accepted on behalf of the AEL Provider of the Regional Coalition:

Denton ISD

Dr. Jaime Wilson
Superintendent

Date

Grayson College

Carolyn Kasdorf
Vice President for Business Services

Date

Navarro College

Dr. Kevin G. Fegan
District President

Date

Paris Junior College

Pamela Anglin

Digitally signed by Pamela Anglin
DN: cn=Pamela Anglin, o=Paris Junior College,
ou=President's Office, email=panglin@parisjc.edu, c=US
Date: 2023.12.08 16:33:25 -0600

Pamela Anglin

Dr. Pamela Anglin
President

12/6/2023

Date

Weatherford ISD

Marie Hernandez

Marie Hernandez
Assistant Superintendent of Academic Services

Dec 11, 2023

Date

Approved and Accepted on behalf of the North Central Texas Workforce Board:

David Bristol

David F. Bristol
Board Chair

Dec 12, 2023

Date

Signature:

Email: jwilson@dentonisd.org

Signature:

Email: kasdorfc@grayson.edu

Signature:

Email: kevin.fegan@navarrocollege.edu

Signature:

Email: panglin@parisjc.edu

Signature: *Marie Hernandez*

Email: mhernandez@weatherfordisd.com

Signature: *David F. Bristol*

Email: david@trinitycaptivegroup.com










WIOA MOU-AEL Regional Coalition 2023-26_Amendment 1_SIGNED by Paris JC 12 06 23

Final Audit Report

2023-12-12

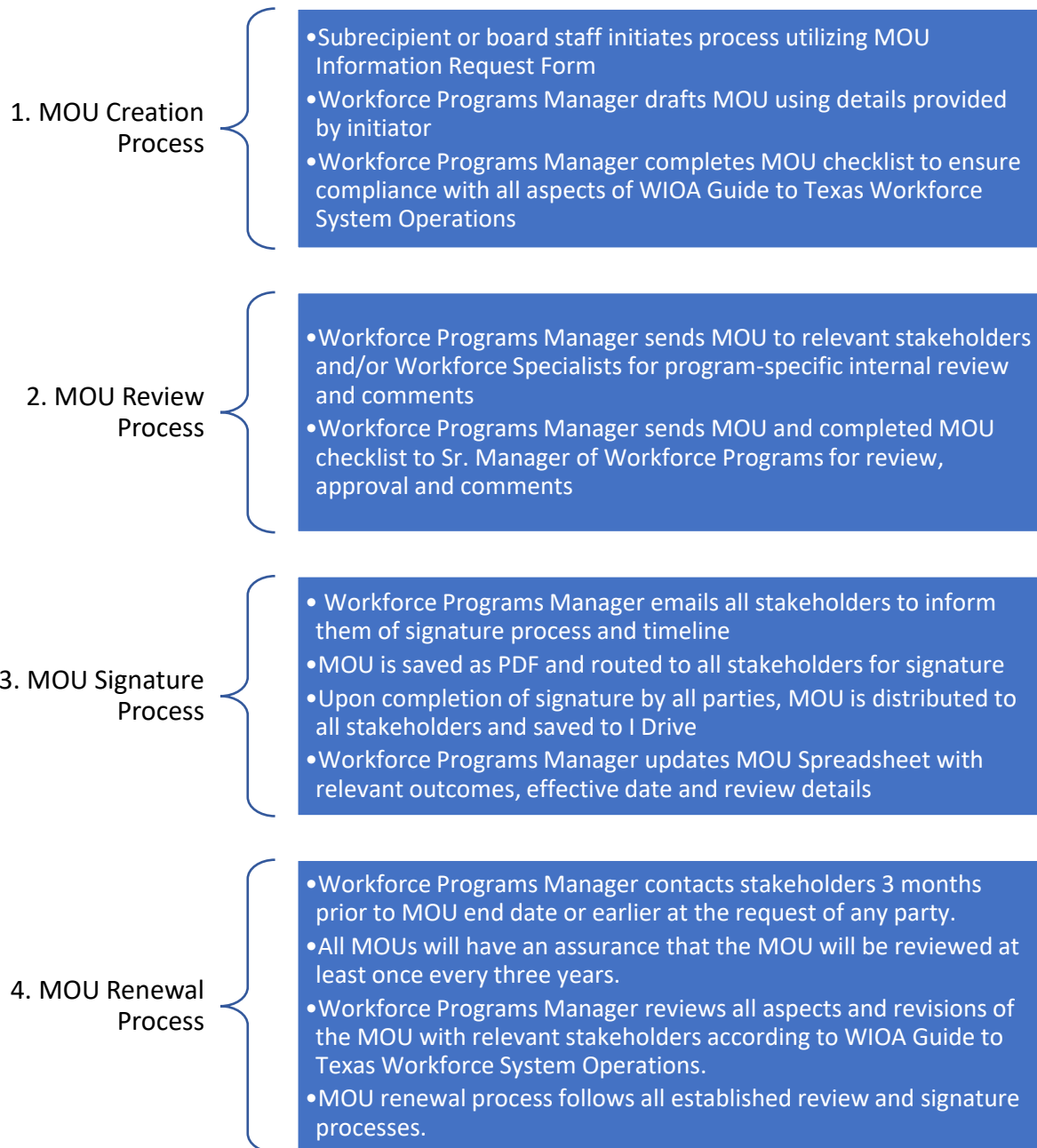
Created:	2023-12-11
By:	Mary Ford (mford@dfwjobs.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7Xi6icQnPS8iiTCzX77vx8D9Ftuh7GvQ

"WIOA MOU-AEL Regional Coalition 2023-26_Amendment 1_SIGNED by Paris JC 12 06 23" History

-  Document digitally presigned by Pamela Anglin (panglin@parisjc.edu)
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WSNCT MOU Process Map

Rev. 12/08/2023



** This process map is subject to change as requirements are updated, roles are refined, and contract life cycle management efforts are implemented.*

WSNCT MOU Tracking Spreadsheet

*Note: All MOUs will undergo an internal review process during FY2024, regardless of review date to ensure TWC compliance.

Partner	MOU Type	MOU Purpose & Desired Outcomes	WIOA Required MOU (Y/N)	Effective Date	End Date	Review Date	Term
AARP (SCSEP)	SCSEP	Senior Community Service Employment Program (SCSEP) - Hosting Agency offers earn & learn	Y	10/1/2023	6/30/2026	4/1/2026	3 years
AEL - Regional Coalition	AEL	The AEL Regional Coalition ensures integration of services within the WSNCT region: addresses shared	Y	7/1/2023	6/30/2026	1/30/2026	3 years
Bridgeport Correctional Center (BCC) (Prison Release Program)		Cooperative efforts to provide services (e.g. employment assistance programs, career	N	3/9/2023	3/8/2026	9/9/2025	3 years
City House, Inc. - Plano		Cooperative efforts to provide workforce services to youth and/or their families requiring program	N	10/26/2022	10/25/2025	4/25/2025	3 years
CitySquare-OCOK-WSTC-WSNCT		Collaborative partnership between WSNCT, WS Tarrant, CitySquare and OCOK to further the	N	9/1/2021	8/31/2026	3/1/2024	3 years
CitySquare-TRAC-DFPS PAL-WSNCT		Collaborative partnership between WSNCT, WS Tarrant, CitySquare and OCOK to further the	N	9/1/2021	8/31/2026	3/1/2024	3 years
Combined Arms		Veterans Referral System--a collaborative effort among service organizations to improve the quality	N	2/1/2021	1/31/2024	10/1/2023	3 years
Community Services, Inc.		Coordinate efforts to increase the quality/availability of services to people in need of	N	6/17/2022	6/16/2024	1/16/2024	2 years
COMPASSION Corsicana (Workfare)	Workfare	Established Workfare job sites for SNAP E&T ABAWD's to improve employability through unpaid	N	3/14/2023	9/30/2024	3/30/2024	1.5 years
Denton County Friends of Family (DCFF) Domestic Violence Transitional Housing Assistance Program		Coordinate efforts to increase the quality/availability of services to people in need of	N	5/17/2023	12/31/2024	6/31/2024	1.5 years
Equus Workforce Solutions (ABAWD Workfare)	Workfare	Established Workfare job sites for SNAP E&T ABAWD's to improve employability through unpaid	N	9/29/2023	9/30/2024	3/30/2024	1 years
Freedom House (Domestic Violence)		Coordinate efforts to increase the quality/availability of services to people in need of	N	3/1/2003	3/1/2024	9/1/2023	3 years
Goodwill Ind. Greenville-Hunt (ABAWD Workfare)	Workfare	Established Workfare job sites for SNAP E&T ABAWD's to improve employability through unpaid	N	10/11/2023	10/5/2024	6/5/2024	1 year
GoodWill Ind. McKinney-Collin (ABAWD Workfare)	Workfare	Established Workfare job sites for SNAP E&T ABAWD's to improve employability through unpaid	N	10/20/2023	10/5/2024	6/5/2024	1 year
GoodWill Ind. Ft. Worth		Coordination, provision and referral to services for mutual customers residing in Denton and Parker	N	1/1/2020	12/31/2023	6/31/2023	3 years
Guardian Opportunities (Prison Release Program--Erath, Johnson, PaloPinto, Parker & Wise Counties)		Cooperative efforts to provide services (e.g. employment assistance programs, career	N	2/1/2023	1/31/2026	10/1/2025	3 years
Hamilton Valley Management, Inc (Leuty Ave Apts)		Coordination, provision and referral to services for mutual customers residing in Denton and Parker	N	8/17/2022	8/16/2025	2/16/2025	3 years
Habitat for Humanity-Plano (Workfare)	Workfare	Established Workfare job sites for SNAP E&T ABAWD's to improve employability through unpaid	N	10/25/2023	9/30/2025	3/30/2025	2 years
Health & Human Services Commission (HHSC - Integrated Case Management)		Coordinated Case Management for specific customer base.	N	9/1/2019	9/31/2025	3/1/2022	3 years
Heavens's Attic (Workfare)	Workfare	Established Workfare job sites for SNAP E&T ABAWD's to improve employability through unpaid	N	10/24/2023	9/30/2025	3/30/2025	2 years
Helping Hands of Ennis (Workfare)	Workfare	Established Workfare job sites for SNAP E&T ABAWD's to improve employability through unpaid	N	2/21/2023	9/30/2023	3/30/2023	1.5 years
The Hope's Door (Domestic Violence)		Coordinate efforts to increase the quality/availability of services to people in need of	N	3/1/2003	2/28/2024	8/28/2023	3 years

Hope, Inc. (Domestic Violence)		Coordinate efforts to increase the quality/availability of services to people in need of	N	3/14/2003	3/13/2024	9/13/2023	3 years
Legal Services of North Texas (Domestic Violence)		Coordinate efforts to increase the quality/availability of services to people in need of	N	4/1/2003	3/31/2024	9/30/2023	3 years
Motivation Education & Training (MET) SCSEP - IFA	SCSEP	Senior Community Service Employment Program (SCSEP) - Hosting Agency offers earn & learn	Y	7/1/2023	6/30/2024	12/30/2023	1 year
Navarro College AEL	AEL		N	2/1/2017	5/23/2023	11/23/2022	3 years
North Central Texas College		Coordinated effort between entities in the implementation of workforce development	N	6/18/1999	6/17/2024	12/17/2023	3 years
North TX Job Corps		Coordinated effort between entities in the implementation of workforce development	N	3/1/2003	2/28/2024	10/28/2023	3 years
Office of Attorney General (NonCustodial Parent Choice Program)		Coordination, provision and referral to services for Noncustodial Parents of children receiving TANF	N	1/1/2022	9/30/2024	3/30/2024	3 years
Office of the Governor (Economic Development & Tourism)		Participate, individually and together in economic development initiatives and activities that benefit	N	9/1/2017	8/31/2024	2/28/2024	3 years
Our Daily Bread - Denton (Workfare)	Workfare	Established Workfare job sites for SNAP E&T ABAWD's to improve employability through unpaid	N	4/28/2023	12/31/2024	6/31/2024	1 year
Parker County Juvenile Probation Department			N	1/10/2023	10/30/2024	6/30/2024	1 year
Paris Jr. College (AEL)	AEL		N	7/1/2014	6/30/2024	12/30/2023	3 years
Salvation Army (Workfare)	Workfare	Established Workfare job sites for SNAP E&T ABAWD's to improve employability through unpaid	N	6/2/2023	9/30/2024	3/30/2024	1.5 years
Senior Texans Employment Program (STEP)	SCSEP	Senior Community Service Employment Program (SCSEP) - Hosting Agency offers earn & learn	Y	9/1/2004	8/31/2024	2/28/2024	3 years
SER (SCSEP) - Ellis County (IFA)	SCSEP	Senior Community Service Employment Program (SCSEP) - Hosting Agency offers earn & learn	Y	7/1/2017	7/1/2024	1/31/2024	3 years
Texas Dept. Family and Protective Services (PAL Program) DFPS-CitySquare-TRAC			N	9/1/2021	8/31/2026	3/30/2024	3 years
Texas Native Health (Urban Inter-Tribal Center of Texas)		Coordination, provision and referral to services to aide Native American Indians, Alaska Natives, and	N	10/31/2022	10/30/2025	4/30/2025	3 years
Texas Veterans Commission (TVC)	TVC		Y	10/1/2022	9/30/2025	3/30/2025	3 years
TEXO Foundation (Middle Skills Program-grant)	Middle Skills	Middle Skills Program provides training and certifications for middle skill	N	6/21/2023	6/20/2026	12/20/2025	3 years
Unity Recovery (Justice involved customers w/additions)		Cooperative efforts to provide services (e.g. employment assistance programs, career	N	5/1/2023	4/30/2024	10/30/2023	1 year
Weatherford College (Middle Skills Program-grant)	Middle Skills	Middle Skills Program provides training and certifications for middle skill	N	7/5/2023	7/4/2026	1/4/2026	3 years
Women In Need		Coordinate efforts to increase the quality/availability of services to people in need of	N	3/1/2003	2/28/2024	10/28/2023	3 years
Wise County Domestic Violence Task Force		Coordinate efforts to increase the quality/availability of services to people in need of	N	4/1/2003	3/30/2024	9/30/2023	3 years

MOU CHECKLIST

MOU Partner _____

Required MOU ☐ Optional MOU ☐

Reviewed by _____

Checklist Review Date _____

Checklist developed from the WIOA Guide to Texas Workforce System Operations, Texas Workforce Commission (July 2023).

MOU Element	Yes	No	Notes
Technical Provisions WIOA §121(c)(2)(A)(v)			
Description of the MOU			
Effective Date			
End Date			
Procedure for amending the MOU during its duration			
Assurance that the MOU will be reviewed to ensure appropriate funding and delivery of services (and if substantial changes have occurred, will be renewed) at least once every three-year period			
Process for review of the MOU			
Process for revision of the MOU if substantial amendments are required because of the review			
Process for terminating the MOU			
Signature - Designated Board			
Signature – Workforce partner representative			
Signature - CEO			
Service Delivery Coordination (WIOA) §121(c)(2)(A)(i)			
Identify each workforce partner included in the MOU			
Describe each workforce partner's responsibilities			
Describe the local workforce system design			
Identify and describe the local workforce system's customers			
Identify the workforce system's services, including career services applicable to workforce partners			
Costs and/or Funding WIOA §121(c)(2)(A)(ii)			
Process by which the local workforce system will fund the provision of services and general operating costs to ensure a stable and equitable funding stream for ongoing workforce system operations, including sufficient funding of infrastructure costs			
Identify the period of time in which the infrastructure funding agreement is effective, which may be a different time period from the MOU's duration			
Identify all partners participating in infrastructure funding agreement			
Identify an infrastructure and shared services budget that will be periodically reconciled against actual costs incurred and adjusted accordingly			
Describe how shared operating and infrastructure costs will be funded by partners			

WORKFORCE SOLUTIONS FOR NORTH CENTRAL TEXAS

Identify the cash and in-kind contributions used to fund shared operating costs			
Describe the steps the Boards, chief elected officials (CEOs), and partners use to reach a consensus, or provide an assurance that the Board, CEOs, and partners followed applicable infrastructure funding guidance			
Describe the process to be used between partners to resolve issues during the MOU's duration when consensus cannot be reached			
Describe the process for periodic review and modification			
Workforce Partner Referrals WIOA §121(c)(2)(A)(iii)			
Methods used for referring individuals between Workforce Solutions Offices and workforce partners for appropriate services and activities			
Description of the workforce system's referral process between workforce partners			
Description of the commitment to ensure quality customer service and a customer-centered focus			
Identification of how the local workforce system will provide direct access to workforce partners through real-time technology.			
Serving Individuals with Barriers to Employment WIOA §121(c)(2)(A)(iv)			
Description of the methods used to ensure the needs of workers, youth, individuals with disabilities, and individuals with barriers to employment are addressed when providing necessary and appropriate access to the services in the Workforce Solutions offices, including access to technology and materials.			
Describe how the local workforce system will ensure access to and priority for services is ensured for all individuals who have barriers to employment, including accessibility to buildings and technology			
Describe the commitment by partners to work together to share data			
Describe the measures and internal control applied to ensure security			
Describe the commitment to comply with confidentiality provisions of respective statutes for partners			
Describe how the system will provide measures to promote nondiscrimination and equal opportunity			
Describe grievance procedures			
Include a commitment that partners will comply with the Americans with Disabilities Act Amendments Act of 2008			
Provide assurances that workforce partners will provide Workforce Solutions Offices staff with the professional development necessary to strengthen their ability to serve individuals who have barriers to employment, including individuals with disabilities			
Other Elements			
EO Assurance – Non-Discrimination and Equal Opportunity Statement			
General Provisions			

WSNCT MOU Training Meeting

Monday, December 18, 2023 11:00 AM

	MEETING INFORMATION
Invitees:	Kirsten Jakowitsch, Debbie Reyna, Dana Buckholt Mary Ford, Annie Thompson, Vickie Nickson
Location:	Teams

DISCUSSION TOPICS	PRESENTER
1. MOU Overview	Kirsten Jakowitsch
2. WIOA Guide to Texas Workforce System Operations, July 2023 <ul style="list-style-type: none">• Section C - Memoranda of Understanding• Appendix B - WIOA MOU Provisions Checklist	Kirsten Jakowitsch
3. Required MOUs	Kirsten Jakowitsch
4. Optional MOUs	Kirsten Jakowitsch
5. MOU Required Elements <ul style="list-style-type: none">• EO Assurance	Kirsten Jakowitsch Debbie Reyna
6. TWC Monitoring Letter	Kirsten Jakowitsch
7. WSNCT Internal MOU Processes	Kirsten Jakowitsch
6. Other	Workforce Programs Team
7. Questions	Workforce Programs Team

ACTION ITEMS	ASSIGNED TO	TIMELINE
<input type="checkbox"/>		

Attendance Log

1. Summary

Meeting title	MOU Training
Attended participants	7
Start time	12/18/23, 10:55:49 AM
End time	12/18/23, 11:39:38 AM
Meeting duration	43m 48s
Average attendance time	40m 27s

2. Participants

Name	First Join	Last Leave	In-Meeting Dura	Email	Participant ID (UPN)	Role
Kirsten Jakowitsch	12/18/23, 11:00	12/18/23, 11:39	39m 11s	KJakowitsch@dfwjobs.com	KJakowitsch@dfwjobs.com	Organizer
Teresa Wilson	12/18/23, 10:56	12/18/23, 11:39	43m 27s	TWilson@nctcog.org	TWilson@dfwjobs.com	Presenter
Annie Thompson	12/18/23, 10:56	12/18/23, 11:39	43m 13s	athompson@dfwjobs.com	athompson@dfwjobs.com	Presenter
Debra Reyna	12/18/23, 10:57	12/18/23, 11:39	42m 15s	DReyna@dfwjobs.com	DReyna@dfwjobs.com	Presenter
Vickie Nicksion	12/18/23, 10:58	12/18/23, 11:39	40m 48s	VNicksion@dfwjobs.com	VNicksion@dfwjobs.com	Presenter
Dana Buckholt	12/18/23, 11:00	12/18/23, 11:36	36m 6s	DBuckholt@dfwjobs.com	DBuckholt@dfwjobs.com	Presenter
Mary Ford	12/18/23, 11:01	12/18/23, 11:39	38m 7s	MFord@dfwjobs.com	mford@dfwjobs.com	Presenter

3. In-Meeting Activities

Name	Join Time	Leave Time	Duration	Email	Role
Kirsten Jakowitsch	12/18/23, 11:00	12/18/23, 11:39	39m 11s	KJakowitsch@dfwjobs.com	Organizer
Teresa Wilson	12/18/23, 10:56	12/18/23, 11:39	43m 27s	TWilson@nctcog.org	Presenter
Annie Thompson	12/18/23, 10:56	12/18/23, 11:39	43m 13s	athompson@dfwjobs.com	Presenter
Debra Reyna	12/18/23, 10:57	12/18/23, 11:39	42m 15s	DReyna@dfwjobs.com	Presenter
Vickie Nicksion	12/18/23, 10:58	12/18/23, 11:39	40m 48s	VNicksion@dfwjobs.com	Presenter
Dana Buckholt	12/18/23, 11:00	12/18/23, 11:36	36m 6s	DBuckholt@dfwjobs.com	Presenter
Mary Ford	12/18/23, 11:01	12/18/23, 11:39	38m 7s	MFord@dfwjobs.com	Presenter