



CATTARAUGUS-ALLEGANY WORKFORCE INVESTMENT BOARD, INC.

TO: All Contract Providers

SUBJECT: Policy for Unsatisfactory Contractors

ISSUANCE DATE: November 1, 2013

EFFECTIVE DATE: November 1, 2013

EXPIRATION DATE: None

Purpose

To issue policy to address unsatisfactory services by contractors and the procedure for implementing corrective action.

Background

The WIB is responsible to ensure that each contractor provides quality services to customers. As part of its Oversight and Monitoring responsibilities, the WIB may need to pursue action when a contractor provides less than quality services that may affect performance measures and does not implement corrective action.

Policy

The WIB will monitor each Contractor's performance by reviewing monthly data from OSOS and quarterly narrative reports to examine and determine compliance with contract requirements. A copy of this policy and procedure will be provided to the Contractor prior to the start of a contract. In keeping with the WIB's responsibility for quality assurance, the WIB reserves the right to review all administrative, managerial, and statistical reports; telecommunications services; publicity materials; and forms/documentation related to the services provided.

In the case of unsatisfactory performance by a Contractor, the WIB shall adhere to the following:

- 1) When a review indicates defective performance, the WIB will document the occurrence and request a Performance Evaluation Meeting with the Contractor to provide a written outline of the observed deficiencies. The WIB may, at its discretion, allow the Contractor an opportunity to remediate the unsatisfactory work by developing a corrective action plan. The plan must be completed to the WIB's satisfaction within 5 days of the meeting. The corrective action must be implemented within 10 days.
- 2) The Contractor will be required to meet with the WIB whether by telephone or at a designated location on at least a weekly basis during the first month after the

implementation of a Corrective Action Plan. Meetings will be held as often as necessary thereafter at the discretion of the WIB. However, a meeting will be held whenever a contract discrepancy report is issued.

- 3) The WIB will record and share the minutes of these meetings, and the Contractor will, within three (3) business days, identify any areas wherein he/she does not agree by providing a written response to the WIB. A mutual good faith effort will be made to resolve all problems identified.
- 4) A second instance of observed unsatisfactory performance may result in the WIB, at its discretion, withholding payment for unsatisfactory work and require the Contractor 3 days to provide a written response as to the reason for the second instance.
- 5) Upon a third observation of unsatisfactory performance, the WIB can terminate the Contract with 15 days written notice.
- 6) Contractors who have found to be unsatisfactory are prohibited from applying for future WIB contracts for at least 3 years from the date of the termination.

After a 3-year suspension, the Contractor may again apply for contracts for services with the WIB. As the Contractor is solely responsible for quality control of services that it provides, the Contractor must have in place a quality control program that shall include, but not be limited to, the following: a monitoring system covering all the services provided under the Contract; either on a scheduled or unscheduled basis; the methods to be used; frequency of monitoring and inspection; the format and content of records and reports to be generated; and the title(s) of the individual(s) who will perform the monitoring and inspection.

It shall include, but is not limited to:

- 1) the method for identifying and preventing deficiencies in the quality of services performed before the level of performance can become unsatisfactory;
- 2) the administrative procedures to be followed for reporting to the person responsible for Contract services; and for responding to operational problems or complaints concerning work performance, qualifications, or other complaints about Contractor personnel; and
- 3) preparation of summary of on-site records of all inspections conducted by the Contractor and the corrective action(s) taken. This documentation shall be available to the WIB at all times during the term of the contract.