

**Southern Nevada Workforce Investment Board
General Policy & Procedure
CONTRACT CLOSEOUT**

EFFECTIVE DATE: 3/1/07

NUMBER: 5.9R#1

**Supersedes SNWIB General Policies and Procedures
No. 5.9R dated 7/11/03**

Approved by the SNWIB: 2/28/07

BACKGROUND:

Federal and State regulations require that the Southern Nevada Workforce Investment Board (SNWIB) establish standards by which WIA Title I programs, implemented with funds awarded by the SNWIB to Service Providers, shall be closed out.

SNWIB shall initiate procedures for contract closeout for each Service Provider to the same extent as that of the State's contract closeout policy and procedure. The specific date of contract completion/termination will be negotiated between the SNWIB and the Service Provider and confirmed in writing to the Service Provider. This date shall then be the established closeout date whereby deadlines will be initiated. [State policies 3.3, 3.5; 29CFR95.72; §95.42, §95.50, §95.53, SNWIB Policy 2.5, 5.6]

GENERAL PROVISIONS FOR FINANCIAL CLOSEOUT

It is required by all SNWIB Service Providers that, upon completion and/or termination of their contract(s), complete and submit to the SNWIB forms C-101, C-102 and C-103 (Attachment A). The financial closeout procedures are as follows:

1. All closeout forms are due to the SNWIB no later than sixty days following the established contract completion/termination date.
2. **Closeout Budgets must be approved by the Board Executive Director and/or Deputy Executive Director or their designee prior to implementation.**
3. **The following expenditures may be considered as allowable closeout cost (*with appropriate source documentation*) during the designated closeout period:**
 - (a) **Administrative fiscal personnel expenditures directly related to the closeout process**
 - (b) **Administrative management personnel expenditures directly related to closeout of contracts**
 - (c) **Programmatic personnel costs directly related to the closeout of client files and/or transfer of clients to applicable service providers**
 - (d) **Administrative and operational costs that are incurred only during the designated closeout time period which is appropriately allocated (*administrative cost i.e., A-133 audits, record retention, operational cost i.e., rent, utilities*)**

4. **Additional fiscal contract closeout documents that must be submitted to the SNWIB prior to contract closure and/or termination include two copies with original signatures of: (1) Final WIA Financial Status Report(s), and (2) Final Request for Reimbursement.**
5. All financial records relating to the contract must be retained by the Service Provider for a minimum of three (3) years after contract completion and/or termination.

GENERAL PROVISIONS FOR PROGRAM/CLIENT RECORDS CLOSEOUT

Upon closing contracts, SNWIB Service Providers must adhere to all the provisions for record retention as stipulated in SNWIB Policy 5.6. The SNWIB Service Provider must comply with the following additional program activity and record closeout provisions:

1. The SNWIB shall establish time lines whereby all client files must be transferred to the SNWIB, and will inform the Service Provider of these deadlines in writing. To ensure a continuum of services to clients, this process may commence prior to the established contract completion/termination date.
2. Service Providers will ensure, prior to file transfer, that all client records are complete and contain information that is current, accurate and reflective of all services provided to the participant prior to the closeout timeline.
3. No new participants are to be registered and/or enrolled in any WIA Title I activities once the date of closeout has been established.
4. The SNWIB shall be responsible for assuring that the Service Provider implements the following client closeout activities (Service Provider should not proceed with these activities prior to receiving instruction from the SNWIB):
 - a. Inform appropriate clients (who have not been exited) before the Service Provider's contract completion/termination date, that they are being assigned to a new Service Provider and the new Service Provider will be contacting them within a specified date.
 - b. Inform employed Adult/Dislocated Worker clients, who have been exited from the program during the previous twelve (12) month period, that if they are in need of follow-up services, contact the SNWIB for assignment to a new Service Provider for these services.
 - c. Inform Youth clients, who have been exited from the program within the previous twelve (12) month period, of the new Service Provider that will be furnishing them a continuum of follow-up services.

GENERAL PROVISIONS FOR PROPERTY CLOSEOUT

The SNWIB is the grant recipient for WIA Title I funds and as such is also the title holder of all tangible, as SNWIB Policy No. 5.9, Contract Closeout -- Revised January 17, 2007

well as intangible, personal property, equipment, materials and/or supplies procured with these funds. Upon completion/termination of contracts between the SNWIB and its Service Providers, all WIA funded property whose unit cost **exceeds \$500.00** (or has a useful life of two (2) years or more) shall be returned to the SNWIB. (*reference SNWIB Policy 2.5 for definitions of “property”*)

It is a requirement of all SNWIB Service Providers that, upon completion/termination of their contract(s), to complete and submit to the SNWIB Form C-104 (Attachment B) no later than sixty days following the established contract completion/termination date.

Service Providers must adhere to the following property closeout procedures for all property procured with WIA funds:

1. All tangible supplies and materials that are determined by the SNWIB Property Manger to be useable and/or whose aggregate cost exceeds \$5,000.00 (five-thousand dollars) must be returned to the SNWIB within sixty (60) days after the established completion/termination date of the contract(s).
2. All tangible equipment that is determined by the SNWIB Property Manger to be useable and/or whose unit cost **exceeds \$500.00 (five hundred dollars)**, inclusive of delivery and installation costs, must be returned to the SNWIB within sixty (60) days after the established completion/termination of the contract(s).
3. All Service Providers' costs that are associated with the return of SNWIB tangible property may be delineated from the balance of the Service Provider's un-obligated budget.