

**Contract for a WIOA Program  
Serving Low-Income In-School Youth Age 14 –21  
in Southwest Alabama**

**Contract #: 97703880**

Made and Entered into **BY** and **BETWEEN**

The WIOA Administrative Entity

**AND**

the CONTRACTOR

**Southwest Alabama Partnership for  
Training and Employment, Inc. (SWAPTE)**  
515 Springhill Plaza Court  
Mobile, AL 36608  
hereinafter referred to by name  
or called **SWAPTE**

**Goodwill Easter Seals of the Gulf Coast, Inc.**  
2448 Gordon Smith Drive  
Mobile, AL 36617  
hereinafter referred to by name  
or called the **CONTRACTOR**

This agreement is comprised of this Signature Sheet, a Table of Contents and these five (5) Sections, each an integral part of the whole:

SECTION A - General Provisions; SECTION B – Special Provisions; SECTION C – Performance Standards; SECTION D – Budget; SECTION E – Statement of Work.

By signatures below, the parties hereto agree to comply with all terms and conditions as set forth within the whole. Changes shall be incorporated behind this sheet, as needed.

Notwithstanding the rights reserved by **SWAPTE** to unilaterally modify the amount and/or duration of this agreement for cause:

- A) The duration of this agreement shall be from the effective date of: **July 1<sup>st</sup>, 2019 until June 30<sup>th</sup>, 2020.**
- B) The total number of youth served by this contract shall not exceed **25** without prior approval.
- C) The amount paid to the **CONTRACTOR** for work performed under this agreement shall be in accordance with the Budget section herein, and in no event shall exceed a total of: **\$126,936.00.**

The parties hereto agree that validation of this agreement by the respective Signatory Officials shall be considered a complete mutual assent to each and every aspect of this agreement. The Signatory Officials also hereby certify that each possesses legal authority to contractually bind their respective entities in their capacities as signatories hereto.

BY:

**Carol Statter, Chair**  
Southwest Alabama Partnership for  
Training and Employment  
Signatory Official

BY:

**Frank Harkins, Chief Executive Officer**  
Goodwill Easter Seals of the Gulf Coast  
**CONTRACTOR** Signatory Official

BY:

**Commissioner Connie Hudson, Chair**  
**Chief Elected Officials Council**  
Southwest Alabama Partnership for  
Training and Employment  
Signatory Official

BY:

**Sydney G. Raine, President**  
Southwest Alabama Partnership for  
Training and Employment  
Signatory Official

**WIOA Service Provider Agreement  
Goodwill Easter Seals of the Gulf Coast**

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## **Section A – GENERAL PROVISIONS ASSURANCES AND CERTIFICATIONS**

The **CONTRACTOR** assures and certifies to the **SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT** that:

**#1      Compliance with Applicable Law and Regulation**

It will comply with the requirements of the Workforce Innovation and Opportunity Act of 2015 and with all applicable federal regulations as these may pertain to this agreement. The Contractor further acknowledges that it will comply with all other applicable laws, orders and codes of the Federal, State and local governments as any of these may pertain to this agreement.

**#2      Amendments to Applicable Law and Regulation**

It will comply with any amendment to law, regulation or policy promulgated subsequent to the execution of this agreement. Any source document, law, regulation, rule or the equivalent which is referred to, attached hereto, or incorporated herein by reference shall be deemed to be amended or modified as required by any law, rule or regulation enacted subsequent to the execution of this agreement.

It further acknowledges the right of Southwest Alabama Partnership for Training and Employment to issue a change to this agreement to assure that it complies with any such amendments. If the Contractor is unable to comply with any such change issued by Southwest Alabama Partnership for Training (SWAPTE) and Employment it shall notify SWAPTE of its inability to so comply within ten (10) days of its receipt of the change.

**#3      Entirety of Agreement**

The Contract Signature Sheet, General Provisions, Special Provisions, Performance Standards, Budget and the Narrative Statement-of-Work sections form this agreement. This agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral; provided, however, the warranty given by the Contractor, with respect to all representations, statements, writings and proposals, which form the basis for negotiations or considerations resulting in this agreement, shall remain valid and binding.

**#4      Legal Authority to Enter this Agreement**

It possesses the legal authority to enter this agreement; that the Contractor's governing body has, via a resolution, motion or similar official action, duly authorized its Signatory Official to bind the Contractor to the terms of this agreement and any subsequent changes thereto.

**#5      Definitions**

All terms used in this agreement shall have the meanings assigned thereto in the rules and regulations and such other Federal and State regulations, directives, policies and procedures as may be promulgated thereunder from time to time, or if not so defined, such terms shall have their ordinary meanings.

**#6 Independent Contractor**

Its entry to this agreement and performance of the work authorized hereunder does not change the independent status of the Contractor. No provision herein, or act of SWAPTE pursuant to this agreement, shall be construed as making the Contractor the agent, servant or employee of SWAPTE. Employees of the Contractor are not employees of Southwest Alabama Partnership for Training and Employment and are subject to the Contractor's supervision and control. The Contractor is solely responsible for its employee payroll and any claims arising therefrom.

**#7 Contingency**

It acknowledges and understands that all funding for its work and services under this agreement is contingent upon the continued availability of federal dollars to SWAPTE, and the continued federal authorization of activities. It understands, therefore, that this agreement is subject to change or termination due to lack of funds or a change in WIA authorization.

**# 8 Modifications to this Agreement**

It acknowledges that Southwest Alabama Partnership for Training and Employment or the Contractor may, from time to time, request modifications to various provisions of this agreement. Such modifications, which are mutually agreed upon by SWAPTE and the Contractor, must be incorporated as written modifications to this agreement and approved by all signatory authorities prior to implementation.

SWAPTE may make unilateral modifications to this agreement at any time so long as such modifications do not terminate this agreement. The Contractor shall comply with any unilateral modifications or otherwise notify the Southwest Alabama Partnership for Training and Employment in writing if it is unable to comply.

For any modification, any necessary alterations, additions or deletions to the written documents comprising the pages of this agreement shall be undertaken only by Southwest Alabama Partnership for Training and Employment.

**#9 Audits and Other Reviews**

It will comply with audit requirements for programs as promulgated by the United States Department of Labor and the Governor of Alabama, as expressed through the Alabama Department of Economic and Community Affairs (ADECA) *Audit Policy*. Pursuant to Act 94-414 of the Alabama Legislature. A copy of any **audit report** issued on the Contractor as a result of this agreement shall be forwarded by the Contractor to:

Department of Examiners of Public Accounts  
P. O. Box 302251  
Montgomery, AL 36130-2251  
**ATTN:** Audit Report Repository

**# 10 Rights of Access**

It will give the Southwest Alabama Partnership for Training and Employment, The Governor of Alabama, the Comptroller General of the United States, the United States Department of Labor (including its Office of the Inspector General), or any of their authorized representatives, the right of access to its records, personnel and premises for the purposes of examinations, inspections, audits, monitoring, investigations, evaluations or other reviews in connection with activities pursuant to this agreement.

Access to records shall include the right to make excerpts, transcripts and photocopies, as appropriate, of any books, documents, papers, computer records or other records pertaining to this agreement. Access to personnel shall include making available **Contractor** personnel and/or participants for interviews and discussions related to this agreement. Access to premises shall include authority to inspect facilities or observe activities or to obtain access to records or personnel located at the **Contractor's** home office, branch office(s), training/services site(s) or other location where the purposes of this agreement are being advanced.

#### **# 11    Termination for Convenience**

It acknowledges the right of the Southwest Alabama Partnership for Training and Employment to terminate this agreement, in whole or in part, for the convenience of SWAPTE. Southwest Alabama Partnership for Training and Employment shall provide no less than thirty (30) calendar days advance written notice to the Contractor of the effective date of such a convenience termination. In the event of such a termination SWAPTE shall be liable for payment only for work or services performed by the Contractor to the satisfaction of SWAPTE prior to the effective date of termination, provided, however, that such services were performed in accordance with the provisions and authorizations of this agreement.

The parties to this agreement may agree to a mutual termination, whole or in part, when both agree that the continuation of this agreement would not produce beneficial results commensurate with the goals and objectives of this agreement. Such termination shall be effective when agreed to in writing by both parties.

#### **# 12    Termination for Cause/Default**

Should the Contractor default in the performance of any of its obligations under this agreement, as determined by Southwest Alabama Partnership for Training and Employment, SWAPTE may at its option take any or all of the following actions:

- a) Establish a corrective action plan to be agreed to by the Contractor and complied with within the time frame(s) established within said corrective action plan;
- b) Withhold payment for invoices properly submitted to SWAPTE until such time that a determination is made by SWAPTE on the acceptability of the Contractor's corrective action plan relative to the cause/default.
- c) Seek specific performance of this agreement under any other remedy that may be available at law, in equity, or under this agreement.
- d) Terminate this agreement immediately upon receipt of written notice by the Contractor for fraud, misrepresentation, criminal acts, misappropriation of funds, compliance with law, substantial breach of contract, violation of conflict-of-interest/program integrity codes, or failure to respond to a corrective action plan.
- e) Terminate this agreement when it has determined that the Contractor has, through any cause, failed to fulfill its obligations under this agreement; failed to comply with the provisions of this agreement; or failed to comply with any law or regulations applicable to this agreement.
- f) Disqualify the Contractor from the award of contracts under future procurement actions of SWAPTE for such period and under such conditions for requalification as may be determined by SWAPTE. Southwest Alabama Partnership for Training and Employment shall provide written notice to the Contractor of any termination under this provision, specifying an effective date of termination. In the event of termination SWAPTE shall be liable for payment only for work or services performed by the

Contractor to the satisfaction of SWAPTE prior to the effective date of termination, provided, however, that such work or services were performed in accordance with the provisions and authorizations of this agreement.

Notwithstanding the above, the Contractor shall not be relieved of liability for damages sustained by Southwest Alabama Partnership for Training and Employment, including costs and expenses of suit and reasonable attorney's fees, by virtue of the Contractor's breach of this agreement. SWAPTE may withhold payment for the purpose of offset until a determination is made of the amount of damages due SWAPTE.

#### **# 13     Conflict of Interest**

It will comply with regulations regarding any real or apparent Conflict of Interest in its performance under this agreement. Pursuant to regulations and other applicable administrative requirements, it further assures that it will maintain a written code of standards of conduct governing the performance of all persons engaged in the administration of this agreement.

#### **# 14     Establishment and Retention of Records**

It shall establish and maintain records of its activities pursuant to this agreement, including records regarding financial accounting, personnel, property and participant/applicant data. Such records shall be sufficient to permit preparation of required reports and to trace funds to a level of expenditure adequate to establish that funds have not been misused or misexpended in violation of applicable requirements.

It will retain all its financial, personnel and participant/applicant records--except for records of non-consumable personal property--for a period of six (6) years from the date of Mobile Work's final annual report to USDOL showing full expenditure of the program year funding allotment applicable to this agreement. It will retain any records regarding non-consumable personal property for a period of three (3) years from the date of the final disposition of said property. If any litigation, audit, investigation, claim or other action is initiated involving its records, it shall retain the records until a final resolution is established, or the six year period has elapsed, whichever is *later*.

#### **# 15     Sectarian and Political Activities**

No programs conducted pursuant to this agreement shall involve religious activities and participants shall not be employed on the construction, operation or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place of religious worship. No programs conducted pursuant to this agreement shall involve political activities and the Contractor's employees shall observe the provisions of the Hatch Act regarding partisan political activities.

#### **# 16     Reports**

It will submit all programmatic and financial reports as required by SWAPTE. It will abide by the reporting formats and schedules SWAPTE establishes. It further acknowledges the right of SWAPTE to modify reporting requirements from time to time during the life of this agreement

#### **# 17     Acceptability**

It is understood by both parties that the Southwest Alabama Partnership for Training and Employment or its designee shall: 1) be the determiner of whether the performance of the Contractor is satisfactory; 2) shall interpret all reports and decide the acceptability and/or progress of the work performed; 3) decide upon the amount, classification and quality of kinds of work to be performed and the amounts to be paid

under this agreement; 4) be the sole judge of the validity of claims, if any, made by the Contractor for payment, and that SWAPTE decisions will be final, conclusive and binding on the parties concerned.

**# 18    Program Integrity**

Its performance under this agreement shall be free from incidents of fraud, abuse or other criminal activity. Persons with knowledge or suspicion of such activities shall not be impeded or obstructed by the Contractor in reporting such activities pursuant to procedures established by the Secretary of Labor, the Governor or Southwest Alabama Partnership for Training and Employment.

**# 19    Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless SWAPTE, Inc. the Counties of Baldwin, Choctaw, Clarke, Conecuh, Escambia, Mobile, Monroe, Washington and Wilcox, and their officers, agents employees and representatives from and against liability, claims, damages, losses, costs and expenses, including but not limited to attorney's fees, for or on account of any claims, suits, or damages of any character whatsoever, which result from injuries, actual or perceived, by or to any person or property, which are attributable in whole or in part to any negligent or willful act or omission of any officer, employee, agent or representative of the Contractor.

**# 20    Disputes**

It will attempt to resolve any disputes arising from this agreement by administrative processes or by negotiations in lieu of litigation, and further assures it will continue with diligent performance under this agreement during all disputes.

In connection with any dispute, the Contractor shall be afforded an opportunity to be heard and to present evidence in support of its position. Any dispute over a question of fact not resolved through informal means as cited in the preceding paragraph shall be decided by Southwest Alabama Partnership for Training and Employment. SWAPTE will render a written decision and furnish a copy to the Contractor, who shall then continue performance under this agreement in accordance with the decision of the Southwest Alabama Partnership for Training and Employment.

Nothing within this provision shall imply that the Contractor is prevented from pursuing an appeal of any SWAPTE decision in accordance with applicable policies and procedures.

**# 21    Grievance Procedures**

It will comply with the Grievance and Complaint procedures promulgated by the Southwest Alabama Partnership for Training and Employment pursuant to the requirements of Section 181[C] of .

**# 22    Cost of Contract**

The Contractor shall only use funds provided under this agreement for expenditures as authorized and detailed in the Budget Section of this agreement. Expenditures by the Contractor in excess of the amounts authorized in the Budget and/or Terms of Payment in this agreement will not be reimbursed by Southwest Alabama Partnership for Training and Employment. Unless otherwise specifically provided for elsewhere in this agreement, no funds provided under this agreement shall be used to pay for any costs or other obligations incurred by the Contractor outside of the beginning and ending dates of this agreement.

**# 23     Cost Documentation**

It shall submit expenditure reports and requests for reimbursement in accordance with the schedules and formats as specified by Southwest Alabama Partnership for Training and Employment. It shall submit copies of such expenditure documentation as SWAPTE may require, retaining the original documents in its records.

**# 24     Repayment of Disallowed Payments**

It shall repay any payments it may receive under this agreement when any such payments are determined by audit, or any other review, to be disallowed by reason of being unlawful, unauthorized, improper or otherwise not allowable due to misexpenditure or misapplication of funds. The Contractor shall repay any such disallowed payments in accordance with policies and procedures established by the Governor or Southwest Alabama Partnership for Training and Employment. It further acknowledges that SWAPTE has the right to withhold pending payments to the Contractor in order to recoup prior disallowed payments.

**# 25     Reduction for Defective Cost of Pricing Data**

If any price, including profit or fee, negotiated in connection with this agreement, or any cost reimbursable under this agreement was increased by any significant amount because a) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate and current as certified in its Certification of Current Cost or Pricing Data, b) an actual or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate and current as certified in its Certification of Current Cost or Pricing Data, or c) any of the parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and this agreement shall be modified to reflect the reduction.

If Southwest Alabama Partnership for Training and Employment determines that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

- a) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the cost/price would not have been modified even if complete, accurate and current cost or pricing data had been submitted.
- b) Southwest Alabama Partnership for Training and Employment should have known that the cost or pricing data at issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of SWAPTE.
- c) This agreement was based upon an understanding about its total cost and there was no understanding about the cost of each item procured under this agreement.
- d) The Contractor or subcontractor did not submit a Certification of Current Cost or Pricing Data.

**# 26     Deobligation of Funds**

It acknowledges the rights of the Southwest Alabama Partnership for Training and Employment to, at any time during the life of this agreement, remove from the total funds obligated to this agreement a proportional share of such funds as SWAPTE determines will remain unexpended upon the expiration of this agreement and such funds may be reallocated to other proper purposes by Southwest Alabama Partnership for Training and Employment. Any and all funds unexpended or otherwise unearned by the Contractor at the expiration or termination of this agreement shall revert to SWAPTE.



**# 27    Suspension of Payments**

It acknowledges that payments under this agreement may be suspended or otherwise held in abeyance should there be any questioned cost, disallowed cost, audit exception or other determination of any dollar amounts owed by the Contractor to Southwest Alabama Partnership for Training and Employment or the State or Federal Government that is not resolved in a reasonable and timely fashion.

**# 28    Procurement and Property**

It shall maintain written procedures for the procurement of supplies, materials, services or equipment pursuant to the authorizations within this agreement. It assures Southwest Alabama Partnership for Training and Employment that such procedures will be consistent with requirements as established by the Department of Labor, the Governor of Alabama and Southwest Alabama Partnership for Training and Employment. It shall comply with SWAPTE specifications, as may be outlined elsewhere within this agreement, regarding any procurement of non-consumable personal property having an acquisition cost of \$500 or more per unit, and a useful life of one year or more. It shall comply with all requirements regarding all property purchased with funds with respect to property control, management, inventory, maintenance, safeguarding and disposition.

The Contractor acknowledges that title/ownership of all property purchased under this agreement with funds rests with Southwest Alabama Partnership for Training and Employment. The Contractor has custody of such property only during the life of this agreement in order to carry out the activities this agreement authorizes. Upon termination of this agreement, the Contractor shall surrender to SWAPTE all property purchased under this agreement, including unconsumed supplies and materials, in accordance with SWAPTE instructions. Southwest Alabama Partnership for Training and Employment reserves the right to take custody of any property prior to the termination of this agreement if the property is no longer needed to fulfill the purposes of this agreement, or if the Contractor has used the property for unauthorized purposes.

**# 29    Subcontracting and Assignments**

None of the work or services the Contractor is obliged to perform under this agreement shall be subcontracted to any person or entity without prior written approval from Southwest Alabama Partnership for Training and Employment. In the event of approval, the Contractor shall assure by written contract that the subcontractor is bound by the applicable terms of this agreement and assumes toward the Contractor the same obligations and responsibilities the Contractor assumes toward Southwest Alabama Partnership for Training and Employment via this agreement. No subcontract shall impair the rights of SWAPTE with respect to the work or services to be performed by the Contractor under this agreement. A copy of any subcontract shall be provided to SWAPTE.

In any approved subcontracting, the Contractor shall not subcontract beyond the life of this agreement; nor shall it make any substitution of subcontracting persons or entities without additional prior approval from Southwest Alabama Partnership for Training and Employment.

The Contractor shall not assign any rights or interests in this agreement to any other party without prior approval from SWAPTE.

**# 30    Environmental and Energy Efficiency Standards**

If this agreement budget is \$100,000 or more, then the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act, Section 506 of the Clean Water Act and other applicable regulations of the Environmental Protection Agency (EPA). The Contractor shall comply with the mandatory standards and policies relating to energy efficiency as contained in the Energy Policy and Conservation Act, Public Law 94-163.

**# 31    Labor Standards**

In appropriate circumstances, it shall comply with all applicable standards, orders or regulations issued pursuant to the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Immigration Reform and Naturalization Act and the Drug Free Workplace Act. It acknowledges that SWAPTE may include elsewhere within this agreement specific provisions with respect to the aforementioned standards, orders or regulations.

**# 32    Conditions of Employment and Training**

Conditions of employment and/or training pursuant to this agreement shall be appropriate and reasonable in the light of such factors as the type of work or training, the geographical region and the proficiency of the participants.

**# 33    Safety and Health of Participants**

It will comply with standards established by the Occupational Safety and Health Act of 1970 (OSHA), as amended, to the extent that OSHA standards applicable to the working conditions of employees shall be equally applicable to the working conditions of participants. Where participants may be engaged in activities not covered under OSHA, the Contractor assures no participant shall be required or permitted to work, be trained, or receive services in buildings, or surroundings, or under conditions which are unsanitary, hazardous or dangerous to a participant's health or safety.

**# 34    Selection of Participants**

It has final responsibility for the selection of participant to be enrolled in the program funded by this agreement from among individuals certified by the Southwest Alabama Partnership for Training and Employment, or its designee, to be eligible in accord with eligibility criteria. The Contractor acknowledges that intentional noncompliance with this provision on its part will result in disallowed costs to this agreement which shall be borne by the Contractor.

**# 35    Patents, Copyrights and Rights to Data**

It acknowledges and understands that matters regarding the rights to any inventions and materials generated under this agreement are subject to the requirements of the Office of Management and Budget, the Department of Labor and the patent and copyright laws of the United States.

Subject to the above cited requirements, the Contractor further acknowledges that any and all products or materials generated pursuant to this agreement (whether in the form of reports, analyses, interviews, raw data, records, research findings, camera products, working papers or other items) are the property of SWAPTE and shall not be used by any other entity for any other purpose(s) unless authorized in writing by SWAPTE. Upon demand by the Southwest Alabama Partnership for Training and Employment, the Contractor shall convey title and possession of all aforementioned items to SWAPTE.

Unless otherwise provided for herein, if any copyrightable material is developed pursuant to this agreement, the author or Contractor is free to copyright the material. However, it shall be understood that SWAPTE and/or the Department of Labor shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish and/or otherwise use, and authorize others to use, the material for Government purposes.

**# 36    Debarment and Suspension**

It certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, declared ineligible, voluntarily excluded or otherwise excluded from participation in this transaction by an act of any Federal Department or Agency. It further assures that it will comply with applicable provisions of the Debarment and Suspension regulations issued pursuant to the President's Executive Order # 12549, as amended, in connection with any subcontract(s) that may be authorized under this agreement.

**# 37    Lobbying Activities**

It will comply with applicable requirements concerning lobbying activities, in that federal WIOA funds shall not be used to lobby a Federal Department or Agency or the Congress. Further, that if the Contractor uses funds other than federal WIO funds to pursue any lobbying activities in connection with this agreement it shall disclose such activities to the Southwest Alabama Partnership for Training and Employment in accordance with applicable WIOA disclosure requirements.

**# 38    Nondiscrimination and Equal Opportunity**

It will fully comply with the nondiscrimination and equal opportunity provisions applicable to this - funded agreement; including but not limited to: Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; the Americans With Disabilities Act of 1990, as amended; Equal Employment Opportunity requirements pursuant to the President's Executive Order 11246, as amended; and all other regulations implementing the laws cited within this paragraph. The Contractor acknowledges that the United States has the right to seek judicial enforcement of this assurance.

**# 39    Funds Not to Supplant Other Funds**

The funds authorized under this agreement shall be used only to pay for activities and services that are in addition to those which would otherwise be available in the area in the absence of funding.

**# 40    Beneficiaries of Expenditures Under This Agreement**

Funds provided under this agreement shall only be expended by the Contractor in order to provide benefits to participants being trained and/or otherwise receiving services *only during the specified life of this agreement*. No funds authorized herein shall be expended to purchase goods or services intended for consumption or delivery after the termination/completion date of this agreement.

**# 41    Acknowledgment of Funding Source**

With respect to any public statements or other publicity which may occur, it shall acknowledge that its activities pursuant to this agreement are made possible by federal funding. The Contractor further agrees that the manner and form of such acknowledgment(s) may be specified by the Department of Labor, the Governor of Alabama or SWAPTE, and it shall abide by any such specifications.

# 42    **Insurance**

It will follow its normal insurance procedures, except as otherwise indicated by administrative requirements promulgated pursuant to law and regulation. It acknowledges that, unless otherwise provided for elsewhere within this agreement, it will assure that participants are covered by Worker's Compensation or other equivalent medical and accident insurance.

# 43    **Conduct of Business**

The Contractor shall obtain and maintain in force and effect during the term of this agreement any and all licenses, accreditations and approvals required by any duly authorized regulatory authority for the conduct of the services to be provided under this agreement.

# 44    **Venue**

Both the Contractor and SWAPTE agree that any legal action brought as a result of alleged breach of contract shall be brought in Mobile County in the State of Alabama.

# 45    **Warranty**

The Contractor warrants to SWAPTE that all representations, statements, writing and proposals which form the basis for negotiations and considerations resulting in this agreement are true and correct to the Contractor's best knowledge and belief.

# 46    **Representation**

By executing this agreement, the Contractor represents that it has read and understood the provisions contained herein.

# 47    **Successors**

The Contractor and the Southwest Alabama Partnership for Training and Employment each binds itself, its successors and legal representatives to the other party hereto with respect to all covenants, provisions, agreements and obligations contained within this agreement.

## **Section B...SPECIAL PROVISIONS**

The parties hereto agree to abide by the following SPECIAL PROVISIONS:

1. Reporting Requirements:

Pursuant to items #1, #10 & #16 of the General Provisions, the **CONTRACTOR** shall comply with administrative standards and reporting requirements as outlined within the pages of this agreement.

2. Grievance Procedures:

Pursuant to item #21 of the General Provisions, the **CONTRACTOR** shall observe and comply with the WIOA Grievance Procedures promulgated by **SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT**, and included within this section.

3. Authorized Representative:

Pursuant to item #8 of the General Provisions, the **CONTRACTOR** represents that its authorized representative is: **Danyale Davis, Director of Workforce Development.**

4. Renewal/Extension Options:

**SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT** reserves the right to extend/renew its initial contract for services for up to 12 additional months. The **CONTRACTOR** acknowledges that the decision to extend/renew services will be based on **SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT** determination of:

- The availability of WIOA funds
- The continued need for the particular service
- Satisfactory performance by the service provider during the initial period
- Negotiation of a satisfactory budget for the renewal/extension period

5. Pre-agreement Costs:

Any costs incurred by the **CONTRACTOR** associated with the planning and development of this Youth Project, which may be incurred prior to the effective date of this agreement, are hereby deemed to be unallowable.

**Southwest Alabama Partnership for Training and Employment (SWAPTE)  
Workforce Innovation and Opportunity Act (WIOA)  
GRIEVANCE PROCEDURES**

**SCOPE and PURPOSE.....**

These procedures are established for resolving complaints and grievances arising in connection with programs operated by Southwest Alabama Partnership for Training and Employment and its sub-contractors. Any Southwest Alabama Partnership for Training and Employment applicant, participant, employee, applicant for employment, subcontractor or other interested person may utilize these procedures.

These procedures are not applicable to criminal complaints or to WIOA staff complaints related to terms and conditions of employment. All information and complaints of fraud, abuse, or criminal activity (criminal complaints) shall be reported in accordance with the Governor's Incident Report Procedures. Sub-contractor staff complaints related to terms and conditions of employment shall be resolved in accordance with the sub-contractor's personnel grievance procedures.

**GENERAL PROVISIONS.....**

**I. WHERE TO FILE**

Complaints, except those alleging discrimination, must be filed with SWAPTE within one year of the alleged act at the following address:

Southwest Alabama Partnership for Training and Employment  
515 Springhill Plaza Court  
Mobile, AL 36608

Discrimination complaints must be filed with either the Department of Labor Civil Rights Center or the Workforce Development Division EO Officer, at the address in Section V, within 180 days of the alleged violation, unless the time for filing is extended by the Secretary of Labor for good cause shown.

Complaints by SWAPTE participants, which relate to terms and conditions of employment, shall be filed initially with the employer. The Southwest Alabama Partnership for Training and Employment upon request shall review decisions rendered by the employer regarding the Southwest Alabama Partnership for Training and Employment participant. In the absence of an employer's grievance procedures, the Southwest Alabama Partnership for Training and Employment participant may file the complaint with Southwest Alabama Partnership for Training and Employment at the address in Section I.

Complaints alleging labor standards violations may be filed with Southwest Alabama Partnership for Training and Employment at the address in Section I, or as an alternative, may be submitted to a binding arbitration procedure, if a collective bargaining agreement covering the parties to the grievance so provides.

If an election is made to have labor standards violations processed under binding arbitration provisions, the complainant shall choose binding arbitration before, and in lieu of filing the complaint with Southwest Alabama Partnership for Training and Employment. Binding arbitration may not be elected for a complaint that has been processed or is currently being processed under SWAPTE grievance procedures. Binding arbitration decisions are not review-able by the Secretary of Labor.

## II. COMPLAINT FORM

Any person wishing to utilize the SWAPTE grievance procedures may do so by contacting Southwest Alabama Partnership for Training and Employment Executive Secretary at 432-0909 Extension 121. A complaint form will be made available for completion. Southwest Alabama Partnership for Training and Employment will accept written complaints which shall include the complainant's (1) name, address and telephone number; (2) name and address of the person/agency against whom/which the complaint is filed; (3) brief statement of the complaint including specific violations of WIOA if known; and (4) signature and date.

## III. REVIEW PROCESS

Upon receipt by SWAPTE of a written complaint, a review will be done to ascertain the facts and attempt informal resolution. If informal resolution fails, the complainant will be provided:

- A. A hearing within sixty (60) days of the complaint;
- B. Written notice of the date, time and place of the hearing;
- C. An opportunity to present evidence;
- D. A written decision within sixty (60) days of filing the complaint; and
- E. Notice of appeal rights.

## IV. APPEALS

If either party to this complaint receives an unsatisfactory decision or no decision is issued by Southwest Alabama Partnership for Training and Employment within sixty (60) days of filing the complaint either party may appeal to the Director, Workforce Development Division, Alabama Department of Economic & Community Affairs, 401 Adams Avenue, P. O. Box 5690, Montgomery, Alabama 36103-5690. The appeal for review shall be in writing and shall be filed within ten (10) days of an unsatisfactory decision or fifteen (15) days from the date a decision should have been rendered.

## V. FOR COMPLAINTS OF DISCRIMINATION BASED ON RACE, COLOR, NATIONAL ORIGIN, DISABILITY, SEX, AGE, RELIGION, POLITICAL BELIEFS, AND FOR BENEFICIARIES ONLY, CITIZENSHIP, OR SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT PARTICIPATION

Complainant may obtain a Complaint Form from SWAPTE and submit it within 180 days of the alleged violation or submit a letter to either of the following addresses:

Director  
U.S. Department of Labor  
Civil Rights Center  
200 Constitution Avenue N.W.,  
Room N-4123  
Washington, D.C. 20210

Or

EO Officer  
Alabama Department of Commerce  
Workforce Development Division  
401 Adams Avenue  
P.O. Box 304106  
Montgomery, Alabama 36130-4106

## VI. RECORD KEEPING

A complaint log and files shall be maintained by SWAPTE which will include:

- A. The name and address of the aggrieved or complainant.
- B. A brief statement of the alleged violation.
- C. Date filed
- D. Brief statement of the decision with the date of the final decision.

The log and file shall be maintained for a period of not less than three (3) years. Information on complaints and all actions taken shall be kept confidential except as is necessary to ensure a fair determination.

## VII. PROHIBITION AGAINST RETALIATION

It shall be the policy of SWAPTE that no person who files a complaint, institutes or causes to be instituted any proceeding, or testifies in any investigation under or related to WIOA shall be discharged, discriminated against, or denied any benefits because of such complaint. This policy is applicable to all SWAPTE sub-contractors.

## XI. CORRECTIVE ACTIONS AND SANCTIONS.....

Where a monitoring review or complaint investigation results in a finding of non-compliance with the nondiscrimination and equal opportunity provisions of WIOA, SWAPTE shall require the sub-recipient to take appropriate corrective actions within a specified time frame to secure compliance. Such actions will include, but not be limited to:

- A. Actions to end and/or redress the violation;
- B. Actions to provide those benefits and/or services that were determined to be discriminatorily denied including, but not limited to, enrollment, reinstatement and/or monetary relief, as appropriate; and
- C. Actions to take any other remedial or affirmative action deemed appropriate to ensure equal opportunity.

If a sub-recipient fails to take corrective actions as directed, a hearing will be scheduled for the sub-recipient to show cause why funding should not be terminated. The hearing will be conducted in accordance with established WIOA Grievance Procedures.



## REPORTING REQUIREMENTS Pursuant to Special Provision #1

The **CONTRACTOR** hereby agrees that it will comply with the following administrative standards and reporting requirements as these may pertain to this agreement:

- 1) All applicable Governor's Employment and Training Directives (GETD) that may be promulgated through the offices of the Workforce Development Division (WDD) of the Alabama Department of Commerce.
- 2) The Alabama Technical Assistance Guide for Workforce Innovation and Opportunity Act
- 3) The Statewide WIOA Fiscal Procedures Manual
- 4) The Statewide WIOA Procurement Standards
- 5) The Statewide WIOA Glossary of Terms
- 6) OTHER(S):

Further, in instances where, from time to time, any of the above cited standards may be changed during the life of this agreement by its issuing authority(ies) through revisions or supersessions, the **CONTRACTOR** agrees that it shall comply with any and all such changes as they may pertain to this agreement.

The **CONTRACTOR** agrees that it shall comply with reporting formats, policies, procedures, and schedules promulgated by the **Southwest Alabama Partnership for Training and Employment** pertaining to:

- a) WIOA Applicant/Participant Information and Reporting
- b) WIOA Financial Management Information and Reporting
- c) WIOA Program/Project Management Information and Reporting

The **CONTRACTOR** further acknowledges the right of the **Southwest Alabama Partnership for Training and Employment** to, from time to time, promulgate revised and/or additional reporting standards, and agrees to comply with any such revised or added reporting standards.

**Performance Schedule – Service to Participants**  
**Goodwill Easter Seals of the Gulf Coast**

This project is designed to serve up to 25 WIOA eligible Youth participants in accordance with the *Target* and *Entry* criteria included in the Statement of Work section of this agreement.

Enrollments into this project shall not exceed 25 without explicit prior approval from the Southwest Alabama Partnership for Training and Employment.

Enrollment and eligibility determination of participants will begin on or about July 1st, 2019. See the detail provided in the statement of work section of this contract for program schedule. No program activity will occur after June 30, 2020.

## Performance Goals 2019-2020

The **CONTRACTOR** and **Southwest Alabama Partnership for Training and Employment** agree that the following goals and objectives for WIOA Youth outcomes constitute the minimum acceptable performance standards for the success of this activity:

### **WIOA YOUTH COMMON MEASURES:**

Employment Rate 2 <sup>nd</sup> Qtr. after Exit	58.7%
Employment Rate 4th Qtr. after Exit	67%
Credential Attainment within 4 Quarters after exit	39.3%

The **CONTRACTOR** agrees to comply with guidelines provided for outcome measurement and data collection relating to these Performance Levels in compliance with the Performance Accountability System, and to provide documentation consistent with these guidelines to **Southwest Alabama Partnership for Training and Employment** as requested.

The **CONTRACTOR** acknowledges that changes to these outcomes may occur during the contract period. In the event such changes are required, Southwest Alabama Partnership for Training and Employment will provide the revised goals to the **CONTRACTOR** via a contract modification. At that time the **CONTRACTOR** will be allowed to revise their implementation plan if needed to enhance the probability for success.

## OBLIGATION TO PERFORM

The parties hereto agree that this SECTION C establishes certain Performance Standards for the **CONTRACTOR's** activities pursuant to its work to be performed under this agreement. Specifically, this section contains schedules, goals and objectives related to the **CONTRACTOR's** provision of services(s) to Applicants/Participants in this WIOA program/project, and the **CONTRACTOR's** achievement of certain expected outcomes, at specified levels, with regard to WIOA Applicant/Participants it shall serve pursuant to this agreement.

Pursuant to item #17 of the General Provisions, the **CONTRACTOR** acknowledges and agrees that its performance in a manner satisfactory to the **Southwest Alabama Partnership for Training and Employment (SWAPTE)** is essential to the continued life of this agreement. The **CONTRACTOR** assures that it shall perform with due diligence to uphold and adhere to the expressed terms and conditions within this agreement.

The **CONTRACTOR** acknowledges and understands that, during the life of this agreement, **SWAPTE** may at some point(s) in time deem the **CONTRACTOR's** performance to be unsatisfactory due to circumstances, which include, but may not be limited to:

- a) **CONTRACTOR's** failure to adhere to performance schedules within established parameters or to achieve established performance outcomes, goals, and objectives.
- b) **CONTRACTOR's** failure to perform according to the terms and conditions as expressed within this agreement, either technical or financial or both.

In the event of a determination of unsatisfactory performance by the **Southwest Alabama Partnership for Training and Employment**, the parties hereto acknowledge that **SWAPTE** may act in its own best interests to seek corrective actions(s) from the **CONTRACTOR** and/or limit the damages that may be sustained by the **Southwest Alabama Partnership for Training and Employment** as a result of the **CONTRACTOR's** unsatisfactory performance. Such acts by **SWAPTE** include, but may not be limited to:

- 1) Requiring the **CONTRACTOR** to develop and implement specific corrective action(s) within specified time frames.
- 2) Withholding of payments to the **CONTRACTOR** until progress toward satisfactory performance is evident.
- 3) Requiring additional reporting, prior approvals, or designating the **CONTRACTOR** as "high risk".
- 4) Disallowing inappropriate and/or unauthorized claims for payment from the **CONTRACTOR**.
- 5) Deobligation of funds from the budget of this agreement.
- 6) Issuing a unilateral change order(s) to this agreement.
- 7) Issuing a Stop Work order.
- 8) Terminating this agreement.

## **PARTICIPANT REFERRAL AND SELECTION**

The **CONTRACTOR** acknowledges that the WIOA participants it is to serve will come into this project in accordance with these guidelines.

- A. The **CONTRACTOR** is responsible for outreach and recruitment to identify WIOA Youth Program eligible individuals appropriate for this project in accordance with its Target and Entry criteria in the manner explained in the statement of work. It will work closely with **Southwest Alabama Partnership for Training and Employment** staff in this endeavor.
- B. The **CONTRACTOR** acknowledges that **Southwest Alabama Partnership for Training and Employment** is the eligibility determination services provider for this program. The **CONTRACTOR** assures that it will cooperate in good faith with **Southwest Alabama Partnership for Training and Employment** staff with regard to the scheduling of eligibility determination and certification appointments for the individuals the **CONTRACTOR** selects for this project.
- C. The **CONTRACTOR** is responsible for the conduct of an appropriate Assessment of each project participant and the development of an appropriate Individual Service Strategy for each project Participant. Assessments and Service Strategies must be conducted and formatted in accordance with applicable WIOA requirements.
- D. The **CONTRACTOR** has the final responsibility for providing the training and services authorized in this agreement's Statement on Work and for assuring successful participant outcomes pursuant to the Performance Standards in this agreement.

## TERMS OF PAYMENT

The parties agree to the following:

A. Pursuant to the Payment Methodology on the Budget Summary page, in consideration for the work to be performed by the **Contractor, Southwest Alabama Partnership for Training and Employment** will reimburse the **Contractor** the lesser of:

- 1) The actual cost of delivering this program in accordance with the expenditure authorizations in each line item and cost category within this Budget; ...OR...
- 2) The maximum dollar amount that has been authorized for the delivery of this budget program in accordance with the line items and cost categories within this Budget.

The **Contractor** understands and acknowledges that it may receive the full amount authorized within this budget only if it reports fully expending all funds authorized under every line item and cost category for the delivery of this program.

The **Contractor** shall only be reimbursed for expenditures that are:

- authorized under the terms of this agreement;
- necessary and reasonable to carry out the program;
- allowable costs in accord with WIOA guidelines
- allocated to the appropriate WIOA cost category based upon benefits received, and;
- established in accordance with Generally Accepted Accounting Principles.

The expenditures and activities of the **Contractor** pursuant to this agreement shall be subject to detailed financial and compliance audit and /or other review or oversight as provided for in the General and Special Provisions. Accordingly, the **Contractor** acknowledges and agrees that it shall repay to the **Southwest Alabama Partnership for Training and Employment** any reimbursement(s) that it receives hereunder that may subsequently be cited as disallowed costs by an audit and or other review or oversight.

During the life of this agreement the **Contractor** shall adhere to the individual budget line item maximums authorized within this section. Expenditure reports and requests for reimbursement from the **Contractor** that indicate any over expenditure(s) of any line item will not be processed by the **Southwest Alabama Partnership for Training and Employment** but instead will be returned to the **Contractor** with instructions that the **Contractor** must request a budget amendment in accordance with the *Changes to Contract* clause in the General Provisions. Over expenditures of up to 10% total during a contract period in non-salary line items will be allowed without prior approval. In the event such an overage is incurred, a letter should be sent to the **Southwest Alabama Partnership for Training and Employment** indicating the line item that the **Contractor** is reducing to offset such an overage.

To allow for some budget flexibility following the termination/completion of this agreement, the **Contractor's** final Expenditure Report and Request for Reimbursement may indicate expenditures in excess of authorized maximums of some individual budget line items within a given cost category *provided* these excesses are *offset* by corresponding under expenditures in other individual budget line items *within the same cost category*.

This flexibility is limited to an allowable over expenditure of **no more than ten (10%) percent** of the amount authorized in any line item. Cost Category maximums may only be waived with written approval by Southwest Alabama Partnership for Training and Employment. Unexpended funds in one WIOA cost category must be available within the original budget to offset over expenditure in any other WIOA cost category.

The **Contractor** shall establish and maintain documentary evidence of costs incurred under this agreement in accordance with applicable WIOA administrative and financial standards as referenced in the General and Special Provisions. Such evidence includes but may not be limited to: canceled checks, bank statements, purchase orders, material receipts, invoices, vouchers, leases, subcontracts, payroll records, records of accounts payable and receivable, ledgers, journals, other books of accounts and other evidence of costs incurred.

The **Contractor**, is required to submit facsimile copies of its documentary evidence of costs incurred to the **Southwest Alabama Partnership for Training and Employment** as an attachment to its expenditure Reports and Requests for Reimbursement. The **Contractor** should refer to Section D, Attachment A for further details regarding documentation of costs.

The **Contractor** shall submit Expenditure Reports and Requests for Reimbursement on at least a monthly basis in accordance with schedules and report/request formats as stipulated by the **Southwest Alabama Partnership for Training and Employment** pursuant to applicable WIOA administrative and financial standards.

Unless otherwise authorized in writing by the **Southwest Alabama Partnership for Training and Employment** the **Contractor** shall submit its FINAL Expenditure Report and Request for Reimbursement, along with any other required contract closeout documents to the **Southwest Alabama Partnership for Training and Employment** no later than thirty (30) calendar days following the termination/completion date of this agreement. The final submission must be accompanied by a check payable to the **Southwest Alabama Partnership for Training and Employment** for the full amount of any WIOA funds that may have been received by the **Contractor** but for which there have been no authorized expenditures reported.

## **SECTION D – ATTACHMENT A**

### **Personnel**

1. Salaries must be accompanied by a signed time sheet. Allocated expenses for staff members must include a signed timesheet indicating the hours worked. We also must be provided with the individual's total salary, not just the amount charged under WIOA. We will not approve wage reimbursement requests unless accompanied by a signed time sheet indicating the number of hours spent on WIOA activities, regardless of whether or not the position is funded 100% by WIOA.
2. Payroll services - space utilization is not appropriate method for applying cost of the payroll, fringes or fees.

### **Travel**

1. This category should be reserved for staff travel line item reporting. Participant travel costs should be budgeted with "Other direct costs" and listed as "Participant Supportive Services."
2. Requisition for travel reimbursement must show destination and purpose of the trip. It should indicate locations of start and end location. (Some individuals may be leaving from their homes and that could potentially add 40-50 miles to the trip - remember, we are documenting for the purpose of explaining to someone what occurred in the past. When an auditor or monitor picks this up a year from now, they should be able to see the story of what occurred - "paper trail" - should not be relying on individual's to remember this at a later date or expect the auditor to guess).

### **Facility Costs**

1. Copy of Lease must be provided
2. Cost allocation plan must be provided if you do not have an indirect cost rate.

### **Other Direct Costs**

1. For childcare, a sign in/out log must be provided if requesting reimbursement for childcare expenses.
2. Bus Passes should be billed as "Other Direct Costs- Participant Support"; you will need to provide a log with the signatures of participants who were issued passes.
3. GED tests cannot be billed in advance. You must submit documentation that substantiates that the individual took the test in order for the expense to be submitted for reimbursement.



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3. GED tests cannot be billed in advance. You must submit documentation that substantiates that the individual took the test in order for the expense to be submitted for reimbursement.

## **SECTION D – ATTACHMENT A**

4. If a field trip is taken, the trip details must be provided. Movie costs are viewed as entertainment costs by DOL and deemed unallowable.
5. If it is an incentive, you must provide an incentive log that shows what the individual accomplished to earn the incentive. Internships should not be billed under “Staff Salaries”. They should be billed as “Internships” under “Other Direct Costs” (include wage and tax data cumulative).

### **Contractual**

1. What Procurement process used? Is there anything to document? I.e. copy of surveys or responses or evaluation report? Should have something to substantiate activity.
2. For all consultant or contractors being reimbursed under WIOA, we must have a copy of the consultant’s contract, reports, etc. An invoice from the consultant will no longer be sufficient

### **Office Supplies**

1. If calendars, computers, tablets, printers are ordered, we must know to whom the items were assigned.
2. Office supplies utilized for participants must be separated from operation supplies when cash requests are submitted. All participant cost should be listed under “Other Direct Costs”.
3. We will no longer be approving the reimbursement of supply invoices dated after April 30.

### **Internal Procedures**

1. All invoice receipts should be approved for payment by the supervisor and the date paid, check number and amount paid should be visible on the documentation.
2. We will not reimburse for late fees. If you submit an invoice with a “past” due notice including a prior amount being unpaid, we must be provided with documentation that the invoice has been paid.
3. Requests for reimbursements must be received on a monthly basis.
4. Audit reports must be provided to Mobile Works on an annual basis.

## SECTION D – ATTACHMENT A

The following methods should be utilized when charging costs to WIOA:

Elements of Cost	Valuation Method
<b>Salaries and wages</b>	Actual hours worked
Fringes	Actual amount applicable to employee
<b>Contractual</b>	Actual usage
<b>Other Direct Costs</b>	Actual usage
Incentives, Stipends	Actual usage
GED Tests	Actual usage
Bus Passes/Gas Vouchers	Actual usage
<b>Travel</b>	Actual usage-separate staff travel from participants
<b>Contracts-program related</b>	Actual usage-must provide contract and deliverables
<b>Supplies</b>	Actual usage-Separate operations from participants
<b>Communications</b>	Actual usage
Equipment rental	Actual usage
Copy Use	Actual usage
Computer repairs and maintenance	Actual Usage-Only applicable to computers used by WIOA activities
Phone	Actual usage
<b>Facility Costs</b>	Allocated-WIOA Program space square footage divided by total building square footage
Rent	Allocated, however; You cannot charge rent to the WIOA program if you own the building. You are only allowed to charge allocated depreciation expense based on square footage. If you are in a rent free building, you cannot charge rent to WIOA. We must have a current copy of the lease on file.
Pest Control	Actual Usage-Only applicable to space utilized by WIOA
Security	Actual Usage-Only applicable to space used by WIOA activities
Utilities	Allocated based on square footage

NOTE: Types of costs mentioned in this attachment can only be charged if they were part of your approved budget.

### Proposed LINE ITEM Budget

Goodwill Easter Seals of the Gulf Coast, Inc  
Career Awareness and Preparation Program

<u>Line Item Cost</u>	<u>Amount</u>
<b>1 Staff Compensation</b>	<b>\$ 69,292</b>
Program Manager Staff (2 FTE)	\$ 69,292
<b>2 Staff Fringe Benefits</b>	<b>\$ 22,921</b>
Program Manager Staff (2 FTE)	\$ 22,921
<b>3 Travel/Transportation</b>	<b>\$ 3,600</b>
Local travel for program staff – Average \$150 /mth X 2FTE	\$ 3,600
<b>4 Facility Costs Allocation</b>	<b>\$ 3,975</b>
Occupancy	\$ 1,050
Copier Rental	\$ 2,925
<b>5 Communications</b>	<b>\$ 1,928</b>
Telephone/Internet	\$ 1,928
<b>6 Supplies</b>	<b>\$ 2,800</b>
Smart Work Ethic Curriculum (\$1300 per class of 10 X 3)	\$ 2,200
Office Supplies /Miscellaneous program supplies	\$ 600
<b>7 Equipment</b>	<b>\$ -</b>
NA	\$ -
<b>8 Contractual</b>	<b>\$ 1,300</b>
Fee for Leadership Development Seminars	\$ 1,000
Occupational Training Fees	\$ 300
<b>9 Other Direct Costs</b>	<b>\$ 21,120</b>
Incentives for Credential Attainment (\$75 X 20 participants)	\$ 1,500
Incentives for EFL gains (\$25 X 15 X 2)	\$ 500
Incentives for Employment (\$75 X 20 participants)	\$ 1,500
Fees for Driver's Licenses, Food Handler's Permit, Background Cks.	\$ 500
Fees for GED Exam, WorkKeys	\$ 1,000
800 hrs participant wages shared among 20 part. at 7.85/hr w/fringes	\$ 9,420
Fees for Career Pathway Training Courses/Exams	\$ 500
Stipends for monthly program participation (\$40 x 20 x 4 mths)	\$ 3,200
Stipends for Smart Work Ethics & Leadership Development	\$ 2,000
Incentives for Follow-up (\$50 X 20)	\$ 1,000
<b>Total</b>	<b>\$ 126,936</b>
Average Cost per Participant	\$ 5,077

## **Goodwill Easterseals Youth Employment Program Budget Narrative**

### **Line # 1 Staff Compensation**

Salaries to support the personnel designated to this project include 2 FTE Program Managers (\$69,292 annually); GES will contribute significant staff to support the educational and employment services to eligible youth through the Adult Education program, Career Pathway Training classes, Computer Instruction and financial literacy instruction as an agency match to the project. **A total of \$69,292 is requested from the grant funds for personnel costs.**

### **Line # 2 Staff Fringe Benefits**

Included in this category are the current costs for FICA, Workers Compensation, Unemployment Compensation, Healthcare premiums and Retirement for staff assigned to the project (described in Line 1). **A total of \$22,921 is requested for fringes and benefit costs associated with the staff designated to the project.**

### **Line # 3 Travel/Transportation**

The program managers will be involved in case management, instruction, job training and development activities for the project. A total of \$5520 is requested to cover the cost of staff travel (average of \$150 per month for 2FTE staff) GES reimburses mileage at a rate of .48c per mile. **The total travel cost estimated for the project is \$3,600.**

### **Line # 4 Facility Costs**

Staff assigned to the project will work from the Gordon Smith Community Center and the Spanish Fort Community Center. A portion of occupancy costs based on allocation of space is designated to the delivery of the YEP project. Included in the allocated facility costs are rent, utilities and copier lease. **A total of \$3,975 is requested for facility costs.**

### **Line # 5 Communications**

\$1,928 is requested for costs associated with phone and internet services for staff designated to the project.

### **Line # 6 Supplies**

GES is requesting \$2,200 (\$110 per participant) for employment-related instructional materials (Smart Work Ethics Curriculum for 20 participants). \$600 is requested to cover the cost of office supplies and miscellaneous program materials. **A total of \$2,800 is being requested to cover the costs for participant supplies for the project.**

### **Line # 7 Equipment**

No requests for equipment

### **Line # 8 Contractual**

**Goodwill Easterseals of the Gulf Coast**  
**In-School Youth Program**  
**PROGRAM NARRATIVE**

**I. SUMMARY**

Goodwill Easterseals of the Gulf Coast (GES) proposes to serve a minimum of 25 in-school youth, aged 17-21 during the 12 month funding period (July 1, 2019 through June 30, 2020) through the **Career Awareness and Preparation Program (CAPP)**. 20 youth will be served in Mobile County and 5 youth participants will be served in Baldwin County. The organization has been successfully serving out-of school WIOA eligible youth since 2008 through the YES (Youth Excelling for Success) program and will apply a similar model by focusing on opportunities which help youth complete their high school education, assisting them to enter the workforce, and supporting them to maintain employment while developing a realistic career path leading to self-sufficiency. Steps to reaching these long term goals will focus on academic instruction designed to remediate basic skills, prepare for postsecondary education, obtain industry recognized certifications and credentials and other job readiness skills training to prepare these young adults for sustainable employment.

A key difference for this program, however, will be in the target population served. This program will pull from two separate most-in-need demographics, eligible youth with Autism Spectrum Disorder (ASD) and youth in foster care. Both populations are under-served and will benefit from the intensive services offered by this program. **CAPP** will guide participants through remedial education, career exploration, skills acquisition and workforce experiences, in order to prepare them to be successful in securing long-term sustainable employment.

Program participants will benefit from the following core service areas:

- **Education:** Instructional options will include both individualized after-school and Saturday tutoring opportunities with trained volunteers and/or small group classroom sessions provided by Goodwill Easterseals staff. In addition, GES participates in and supports Alabama's Non-Traditional High School Diploma Option (HSO) program, an alternative to the GED. This high school credit completion program is designed for students who have completed all of the required credits for graduation but failed the Alabama High School Graduation Exam (AHSGE), or students who have dropped out of the traditional high school setting.

**Employment and Skills Training:** **CAPP** will utilize a variety of Career Assessment tools to identify interests, aptitudes and abilities that will be used to create a realistic career path and to outline requisites to pursue that path. Participants who will benefit will also be tested in

In addition to the above eligibility criteria, participants will either have Autism Spectrum Disorder (ASD) and/or be part of the foster care system. Both populations have disadvantages over typical youth in terms of career success and long-term self-sufficiency.

According to the Office of Disability Employment Policy (ODEP), youth and adults on the autism spectrum experience substantial challenges to attaining competitive integrated employment opportunities that match their interests and abilities. They experience substantial unemployment and underemployment in addition to barriers to completing postsecondary education and training opportunities due to atypical language and communication, social interaction, motor coordination and sensory processing.

Young people who experience foster care lag behind their general population peers when it comes to graduating from high school or getting a job. In a report by the Annie E. Cassie Foundation, among all foster youth who participated in a federally funded transition service in 2015, just 23% received education support or employment assistance.

Both of these populations need intensive services and support in order to address the many barriers they face. Through small group and one-on-one activities **CAPP** services are designed to provide the extra support needed to help students navigate the steps needed to graduate and pursue a sustainable career.

#### Recruitment Activities

GES has reached out to referral partners who have committed to supporting **CAPP** by making referrals and by connecting with other agencies and institutions who serve these populations including the state Vocational Rehabilitation agency, the Department of Human Resources who oversees the state foster care system, schools and residential group homes. The following recruitment strategies will be utilized.

##### *A. Enrollment of youth with ASD (anticipated enrollment 17)*

Activities: Through our long-standing partnership with the Alabama Department of Rehabilitation Services (ADRS), transition counselors in Mobile and Baldwin counties will identify students on the spectrum who would benefit from this program. GES would reach out to families and schedule individual intake/information sessions.

GES also provides direct employment preparation services to approximately fifteen high schools in Mobile and Baldwin counties. We will connect with teachers and counselors to identify students who may not be served by ADRS.

keep a young person in-school and engaged in a formal learning and/or training setting. Strategies will include, but are not limited to, tutoring, literacy development, active learning experiences, after-school opportunities, and individualized instruction.

- **Employability Services** consisting of career and job market exploration, work readiness preparation, credentialing courses, job shadowing, paid work experience, and job placement.
- **Enhanced and Supplemental Support Services** to become "Career Ready" include essential skills instruction, leadership development opportunities, financial literacy, preparation for transition to post-secondary education, referrals to support services, and follow up and retention services.

### **Education Assessments**

The Test of Adult Basic Education (TABE) will be utilized to establish a baseline of academic achievement and to identify areas needing remediation. The TABE will be administered upon entry and thereafter, as required by SWAPTE to capture and report EFL gains. In addition, report cards will be reviewed to identify specific subject areas that the student is at risk of failing. Tutoring and homework assistance will be provided in those subject areas

### **Vocational Assessments**

Since the emphasis of **CAPP** is on employment and commitment to a long-term vocational goal, it is vital that Vocational Assessments and Career Awareness tools be used to assist participants in choosing a realistic career pathway that is based upon the individual's interests, abilities, aptitudes, and preferences. Evidence shows that better retention and income gains are achieved when people are more highly satisfied with their career choice.

The *O\*NET Interest Inventory* will be administered to all new participants during the intake process. This empowering career assessment is a self evaluation of strengths, abilities, and interests. Results are helpful in determining practical careers for particular skill/interest sets, as well as setting a starting point for career exploration. The *CareerScope® Assessment* will be utilized to provide more in depth career exploration and development through interactive computer/internet-based searches. CareerScope® identifies the user's attraction to careers as they relate to the U.S. Department of Labor's Interest Areas and measures aptitudes that are most critical for today's high growth and high replacement occupations. CareerScope's® comprehensive report provides career recommendations that align with the participant's interests and aptitudes.

Job availability, labor market trends, and occupational outlook will also be researched and analyzed for prospective career choices. Vocational exploration activities will also include virtual career exploration,



These plans are designed to empower the participant and introduce them to the process of getting to know who they are and what they want for their future. This experience becomes a powerful tool in helping the participant take ownership of the direction for their individual program. Plans are reviewed and updated on a scheduled as well as changing-need basis, ensuring that appropriate types and levels of services are provided most effectively for maximum service impact.

Following the assessment and plan development stage, the **WIOA Youth Program Elements** will be made available by Goodwill Easterseals and implemented as described below:

1. **Tutoring, Study Skills Training, Instruction, and Dropout Prevention** activities that lead to completion of a high school diploma or recognized equivalent
  - After-school homework assistance/tutoring will be offered at nearby GES community Centers on specific days of the week during the school year. For example, students attending schools in the northern part of the county will attend classes, if needed, on a specific weekday at the Gordon Smith Community Center. After school classes will be available for those attending a school in the middle part of the county at the Azalea Road Community Center on another day of the week. Those attending school in west Mobile will attend classes at the Schillinger Road Community Center while those in Baldwin County can access classes at the Spanish Fort Community Center. Individual and small group classes may also be offered on Saturdays depending upon enrollment levels.
  - Students will bring homework assignments and textbooks so that remediation can be provided by staff and volunteer tutors.
  - In cases where students do not have transportation, bus passes and gas assistance will be provided.
2. **Alternative Secondary School and Dropout Recovery Services** assist youth who have struggled in traditional secondary education or who have dropped out of school
  - GES participates in and supports Alabama's Non-Traditional High School Diploma Option (HSO) program, which is an alternative to the GED. This high school credit completion program is designed for students who have completed all of the required credits for graduation but failed the Alabama High School Graduation Exam (AHSGE), or students who have dropped out of the traditional high school setting.
3. **Paid and Unpaid Work Experience** in a structured learning experience in a workplace and provides opportunities for career exploration and skill development.

shared with the program participants as available training opportunities. In addition, GES has the following service lines readily available within the agency as Job Site experiences:

- Mobile County Recycling Center
- Warehouse Operations
- Child Development Centers
- Young Adult Day Program
- Office/Clerical Assistance
- E-Commerce On-line Sales
- Facility Maintenance and Grounds Care
- Document Destruction
- Packaging and Assembly
- Retail Stores

These enterprises will be excellent opportunities for youth to experience working as part of team and learning new skills and responsibilities which can later be applied to more permanent work settings. Training supervisors will also serve as mentors and provide participants with another source of guidance, encouragement, feedback and support.

- Occupational Training Opportunities: GES will provide linkages between academic and occupational learning through community and technical educational institutions, colleges and universities. When short-term occupational skills training opportunities are located that would be of benefit to the participant, grant funds may be used to finance this training as payer of last resort. Occupational training will be in high-growth industries whenever possible including healthcare, hospitality, construction, retail, information technology and manufacturing. Bishop State and Coastal Community Colleges have a variety of occupational training programs that are relative to the Gulf Coast workforce demands. **CAPP** staff will individually assist each participant in selecting the program that best fits their needs based on enrollment requirements, program length, and projected costs vs. earnings benefits.
- The Career Pathway program offered by Goodwill Easterseals provides in-house options for obtaining industry-recognized certificates through short durational training in order to take immediate advantage of our area's workforce opportunities. The pathways are selected based on regional job availability, potential for career advancement, and the positive wage impact projected for our participants' lives. The following certification pathways are currently available:
  - Forklift Operation Training: Those with this National Safety Council certification will be prepared to work in the growing Mobile manufacturing and construction industries. The program can be completed with approximately 20 -28 hours of instruction and practical experience. Each monthly class session has been filled to capacity (12 seats) since inception in July 2017.

5. **Supportive Services** enable an individual to participate in WIOA activities

- The design of **CAPP** includes several activities intended to develop the ancillary skills among participants that lead to increased opportunity for a successful, productive and fulfilling future in the workplace. These critical, supplemental supports help prepare youth to be truly “Career Ready” and include leadership development, essential skill learning and acquisition, financial literacy, digital literacy, assistance to enroll in post-secondary schools, and follow up and retention services. Youth will have on-going opportunities throughout the program year to participate in these activities based on their interests, need and motivation to grow, develop and learn beyond academics.
- Essential skills development using *Smart Work Ethics*® training is a new learning strategy to help participants, particularly young adults, move beyond the revolving door of entry level jobs. It focuses on behaviors helping participants obtain and maintain a steady job. Many employers avoid hiring from this group because of their lack of discipline on the job and poor interpersonal skills that result in job abandonment. The training prepares participants behaviorally for long-term goals rather than simply giving them tips on finding a job. *Smart Work Ethics*® focuses on social and interpersonal skills and brings about self-examination. It also equips students with the skills needed to deal with their own emotions as well as different personalities and situations they will encounter in the workforce. The training is highly interactive and uses a multi-sensory approach. A summary of the eight modules and the 18 session topics of the Smart Work Ethics curriculum is detailed in the chart below. The complete course can be completed in approximately twenty hours of instruction and can be adapted to be offered in multiple sessions ranging from one hour to four hours per session.

MODULE	TOPIC	MODULE	TOPIC
1: Smart Communications	Introduction and Understanding Smart Colors thru Group Activities	4: Interpersonal Communication	Giving and Following Directions
1: Smart Communications	Understanding Smart Colors thru each colors' strengths and stressors	5: Cognitive Skills	Problem Solving, Choices, Creative Thinking and Initiative
2: Attitude/ Work Ethic	Identifying Cause of Attitude, Choosing and Changing Your Attitude	6: Organizational Skills	Goal Setting
2: Attitude/ Work Ethic	Core Principles of Work Ethic	6: Organizational Skills	Time Management
2: Attitude/ Work Ethic	Digital Footprint: Beware of social media	6: Organizational Skills	Do It, Toss It, Delegate Process
3: Power of Your Image	How and What Appearance Communicates / Understanding Dress Codes	7: Personal Life Skills	Emotional Intelligence
3: Power of Your Image	Hygiene and Grooming Standards	7: Personal Life Skills	Impulse Control and Stress Management

- Financial Literacy Education will be provided to **CAPP** through small group basic money management workshops held throughout the program year and through contextualized instruction in the classroom. GES will utilize the *Money Smart for Young Adults* curriculum in providing basic money management lessons designed for individuals and families. The small workshops will assist **CAPP** participants in creating budgets, opening bank accounts, day to day money management, and setting financial goals. The workshops will also alert participants to possible money traps such as payday lenders, rapid refund loans and check cashing services. Financial experts from banking institutions will also provide assistance in classroom instruction and resources that provide real-life solutions.
9. **Postsecondary Preparation and Transition Activities** help youth prepare for and transition to postsecondary education and training.
- Information obtained from O\*NET and CareerScope© assessments, as well as academic skill levels will help individual participants consider practical postsecondary possibilities as an option in the career planning process. Throughout the program year, counseling will be provided as postsecondary goals are added or reevaluated on the Individual Service Strategy plan. Staff will coordinate college/career presentations and meet with **CAPP** participants individually to track career pathway progress and to provide continued guidance. Goodwill Easterseals will host “College Days” and “Career Days” to give local colleges and businesses opportunities to share training programs and job opportunities. Campus visits will also be arranged as “field trip” experiences for the youth interested in pursuing a post-secondary degree.
  - GES will work with Financial Aid contacts at both Bishop State Community College and Coastal State Community College to ensure college bound participants are guided through the FAFSA process. The staff Career Coach will continue to provide guidance and assistance throughout the application and enrollment process.

**Follow-up** will help ensure that participants are progressing properly towards their career goals by supporting youth in maintaining their connections to the workplace, post-secondary education or job training programs. Once a placement has been made, program staff will meet with the participant and/or the employer regularly for the purpose of monitoring the placement. Together, the team will identify any issues likely to impede success and retention and develop solutions for overcoming those. Goodwill Easterseals conducts formal job retention follow-up at 30, 60, and 90 days, and 6 month and 1 year intervals. A similar approach will be used for post-secondary follow up. Follow-up with participants will continue for one year after program exit.

Participants whose program is active (no gap in service) are **exited** after they have stopped receiving staff-assisted services for 90 days and are not in need of further staff-assisted services. The exit date reflects the last date the participant received a service.

Acceptable **documentation** will be provided to the Career Center and, depending on the participant's achievement, will include a copy of one of the following: High School Diploma, GED certificate, GED test scores, Credential certificate, wage earnings statement, and transcript/report card. All required documentation and case notes will be kept in the participant file.

In addition to these mandated WIOA performance outcomes, Goodwill Easterseals has set some additional performance measures for youth:

**Table 3: CAPP Additional Performance Standards**

<b>Performance Indicator</b>	<b>Performance Standard</b>	<b>Measurement Tool</b>
Improvement in Work Readiness behaviors as evidenced by ability to communicate strengths during an interview, ability to identify different temperaments on the job, knowledge of appropriate dress for an interview/workplace	75%	Smart Work Ethics course completion certificate and survey
Successful completion of at least 40 hours of Career Exploration/ Job Shadowing/Paid Work Experience.	85%	Attendance logs, checklists, surveys
Successful completion of at least 1 Leadership Development and/or Community Service activity	75%	Attendance logs, checklists, surveys
Participants will indicate satisfaction in CAPP.	90%	Satisfaction Surveys; Feedback Forms

Tracking and measuring outcomes is done through on-going contact with the participant and **CAPP** team service providers (instructors, program manager, occupational skill training instructors, work site supervisor, employer, etc). Proper documentation is kept in the participant's folder and may include a contact form (completed by the program manager after meeting with the participant), feedback forms provided by service providers, and certificates/wage earning statements. Since performance measures are not determined until after the participant has exited the program, a follow-up interview is conducted after exit either face-to-face, by phone, or through the mail and information is collected from the participant. Monthly follow up services are tracked on the ISS and outcome documentation is submitted to the Career Center and kept in the participant's folder.

## **VI. FORMAT**

**CAPP** is highly individualized and most activities are designed around the specific needs of each participant. Explanations of service availability and delivery have been described in detail throughout the proposal. Essentially, each enrolled participant is expected to attend service sessions as outlined

## **VIII. LOCATION**

The primary location for delivery of **CAPP** in Mobile will be the Goodwill Easterseals Community Center located at 2440 Gordon Smith Drive. The Baldwin County project will hub from the Goodwill Easterseals Community Center in Spanish Fort near the Eastern Shore Center. These spacious, professionally - furnished and well-equipped service sites can accommodate both small and larger group meetings and include multi-station computer labs with power point presentation availability. After school tutoring and homework assistance will also be available at the GES Community Center on Azalea Road and at the Schillinger Community Center. In addition to these locations, program staff will readily meet with youth and their parents/guardians/mentors at other convenient and accessible locations throughout Mobile and Baldwin County. Finally, the agency can provide the youth transportation to specific community-based program activities as needed.

## **IX. NONDUPLICATION**

GES contracts with agencies, such as Alabama Community College System, Alabama Department of Rehabilitation Services (ADRS) and Alabama Department of Human Resources to provide eligibility restricted services, or groups of services, and offers other employment and educational services to individuals independent of a referral or funding source. However, it does not provide the scope of these individualized, intensive, comprehensive services in any of its current delivery systems. **CAPP** makes available to participants an entire array of services allowing them to move through a continuum of needs driven activities with the support of highly interactive and involved Program Managers. Through this current program model, youth with the most limited opportunities for career success can achieve highly desirable outcomes for their futures.

## **X. EXPERIENCE**

Goodwill Easterseals (GES) is a 501(c)3 agency providing tools and supports to improve the lives of people along the Gulf Coast living with disability, poverty, lack of education or job skills, or other barriers to success. Through our mission focused work we provide more than 26 different types of solutions such as job skills training, job placement assistance, educational advancement, early childhood education, and the specialized assistance families need to deal with disability in themselves or a family member through recreation, respite, parenting classes, medical assistance, and more. Services focus on the unique needs of the communities served which include eight counties in Alabama and four counties in Florida.

While providing services as separate agencies since the 1950's Goodwill Industries of the Gulf Coast and Easterseals of Mobile merged together in 1999 creating Goodwill Easterseals of the Gulf Coast. Using a "whole family" approach, GES's mission of *"Empowering People through Encouragement, Education and Employment"* focuses on providing services and linkages that help families to become

Clarke and Choctaw counties. Services provided have included College Preparation, Career Exploration, Job Readiness/Soft Skills, Paid Work Experience, Self Advocacy, Workplace Tours, College Tours and Financial Education.

A project through Goodwill Industries International funded by the Department of Juvenile Justice, *GoodGuides™* served 110 at risk youth annually from 2010 – 2017 in Mobile and Baldwin counties as well as in Escambia and Okaloosa counties in Florida. A mentoring program, *GoodGuides™* was successful in preventing dropout rates by connecting with community agencies, employers and volunteer mentors in order to keep youth engaged and on the right track.

GES also provides two *High School High Tech Programs* funded by the Able Trust and the Florida Division of Vocational Rehabilitation. This model prepares students for careers after high school, especially in high demand technical fields by providing training and education leading to industry-recognized credentials. What makes this program unique from other High School High Tech programs is that services are provided and two residential Juvenile Justice facilities in Escambia and Okaloosa counties in Florida so that when students are able to return home, they do so with skills which will increase their chances for gaining employment and/or furthering their education.

Through these programs and others, GES has developed expertise which we share across all of our programs. We have also developed relationships with partner agencies, schools and employers and have become a viable part of the community we serve. These collaborations and experiences have not only made our programs better, they have also widened resources available to our participants.

Goodwill Easterseals is the largest private, not-for-profit provider of adult education services in the region. Our strength, and most unique quality is in serving students who need a more accessible, individualized, supportive and flexible approach to programming. Agency staff has strong experience in employment service provision, case management, vocational assessments, job training, placement and follow-up services for individuals with significant barriers to employment.

Administrative support staff for the agency includes a financial administrator, accountants, bookkeepers, and IT specialist, as well as marketing, community resource, and volunteer managers.

The agency holds an accreditation by The Commission for the Accreditation of Rehabilitation Facilities (CARF), is licensed by the Alabama Community College System and Pearson VUE as approved/certified GED Test Center, and the Department of Human Resources (Child-care centers).

## **Certification Regarding a Drug Free Workplace**

Pursuant to the Drug-Free Workplace Act of 1988 the Proposer/Contractor does hereby certify to Southwest Alabama Partnership for Training and Employment that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the proposer's/contractor'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 proposer's/contractor's policy on 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 work under its proposal/contract with Southwest Alabama Partnership for Training and Employment 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 proposal/contract, 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;
- 5) Notifying the Southwest Alabama Partnership for Training and Employment in writing, within ten calendar days after receiving notice under paragraph 4 b., above, from an employee or otherwise receiving actual notice of such conviction;
- 6) Taking one of the following actions, within thirty calendar days of receiving notice under paragraph 4 b., above, 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 applicable law; 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;
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1) through 6), above, at the site(s) for performance of work in connection with the applicable proposal/contract.

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Name/Title of Authorized Representative

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Organization

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Signature

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Date



**CERTIFICATION REGARDING LOBBYING ACTIVITIES**  
Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) 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 of Congress, and 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.
- (2) 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.
- (3) 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, and 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.

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Name/Title of Authorized Representative

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Organization

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Signature

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Date

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal Assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.

6. The prospective recipient of Federal Assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**End of Instructions**

**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, Participants' Responsibilities. The regulations were published as Part VII of the 26 May 1988 Federal Register (pages 19160 -- 19211).

BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS, WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION.

- (1) The prospective recipient of Federal Assistance funds certifies, by submission of this proposal, 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.
- (2) 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.

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Name/Title of Authorized Representative

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Organization

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Signature

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Date

**Instructions for Certification**  
Items One (1) through Nine (9)

1. By signing and submitting this proposal, the prospective recipient of Federal Assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal Assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal Assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal Assistance funds learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**REQUEST FOR Dun & Bradstreet (D&B)  
D-U-N-S Number**

When awarding subcontracts to area providers, we are required to obtain the "DUNS Number" for any agreements funded with WIOA funds. The number has to also be registered with Central Contractor Registration on their web site at <http://www.ccr.gov>.

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit number, for each physical location of your business.

D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants.

You may request your D-U-N-S Number via the Web. If one does not exist for your business location, it can be created within 1 business day.

You may also request your D-U-N-S Number by phone. U.S. and U.S. Virgin Islands: 1-866-705-5711 and Alaska and Puerto Rico: 1-800-234-3867 (Select Option 2, then Option 1)

If you do not have a DUNS Number for your business location, please go to <http://www.ccr.gov>, which includes a link to D&B in order to secure the number, which will then need to be registered by you as noted above.

Contractor Name / Address:

DUNS Number:

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**Certification:** I hereby certify that the above DUNS Number is for our business location and it has been registered at <http://www.ccr.gov> and will remain current during the term of this award (2 CFR Part 176.50 (c)).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Date

**REQUEST FOR Dun & Bradstreet (D&B)  
D-U-N-S Number**

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If you do not have a DUNS Number for your business location, please go to <http://www.ccr.gov>, which includes a link to D&B in order to secure the number, which will then need to be registered by you as noted above.

Contractor Name / Address:

DUNS Number:

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**Certification:** I hereby certify that the above DUNS Number is for our business location and it has been registered at <http://www.ccr.gov> and will remain current during the term of this award (2 CFR Part 176.50 (c)).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Date