

**Contract for a WIOA Program  
Serving Low-Income Out-of-School Youth Age 16–24  
in Southwest Alabama**

**Contract #: 94707450**

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**

**Dearborn YMCA**  
321 N. Warren Street  
Mobile, AL 36603

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 **40** 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: **\$285972.28.**

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:

\_\_\_\_\_  
**Colette Huff, Executive Director**  
Dearborn YMCA  
**CONTRACTOR** Signatory Official

BY:

\_\_\_\_\_  
**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  
Dearborn YMCA**

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**Connie Hudson, Chair**  
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Signatory Official

BY:

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

## **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 its 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 there under 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: **Colette Huff, Executive Director.**

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 Dearborn YMCA**

This project is designed to serve up to 40 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 40 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.

## **SECTION D – ATTACHMENT A**

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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.

## **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 for Youth Program**

**FY 2019- 2020**

Service Provider: Dearborn YMCA

Program Title: Pathway to Employment Program

<b>Line item Cost</b>	<b>Program Services (PGS)</b>	
Staff Compensation	PGS1.	\$ <u>129,724.70</u>
Staff Fringe Benefits	PGS2.	\$ <u>22,277.98</u>
Travel/Transportation	PGS3.	\$ <u>4,425.00</u>
Facility Costs	PGS4.	\$ <u>5,000.00</u>
Communications	PGS5.	\$ <u>5,000.00</u>
Supplies	PGS6.	\$ <u>6,000.00</u>
Equipment	PGS7.	\$ <u>500.00</u>
Contractual	PGS8.	\$ <u>-0-</u>
Other Direct Costs	PGS9.	\$ <u>87,047.12</u>
Indirect Costs	PGS10.	\$ <u>25,997.48</u>
<b>TOTAL COST:</b>		\$ <u>285,972.28</u>

**Pathway to Employment  
Budget Narrative  
2019-2020**

*Program Director* – will be responsible for overseeing the program and supervising the staff assigned to work in the program during the grant cycle, coordinating all components of the program, recruiting participants, monitoring delivery of support services, completing attendance reports/quarterly reports/reimbursement reports, building collaboration with other agencies, conducting ongoing assessment of services. The GED Program Director will be paid \$19.00/hr and will work 40hrs/wk for 52 weeks/yr for a total compensation of \$39,520 annually

*Vocational Counselor* - will be responsible for providing support services to the participants by providing individual/group vocational counseling. She/he will be directly responsible for developing and implementing the vocational component of the program. The Counselor will work with participants to establish short and long term goals, provide employment leads, assist with the completion of FAFSA, post-secondary education and training program applications, and help participants adjust and meet the requirements of the program. The Counselor will also be responsible for administering the career assessment and developing career plans with participants. The Vocational Counselor will devote 20% of her time to Work Based Learning to include employability/soft skills or job readiness training as allowable expenditures for work-based learning funds. The Vocational Counselor will be paid as followed: \$19.50./hr x 5 hrs/day x 171 days = \$16,672.50.

*GED Instructors (Two)* – will primarily be responsible for providing GED instruction to the participants. The GED Instructors will also be certified teachers and will be responsible for administering and analyzing the TABE assessment, planning the curriculum, providing group and individual instruction to the participants, and providing on-going assessments on participants. The instructors will be paid as followed: \$27.30 per hour for 5hrs/day x 171 days = \$23,341.50 (\$23,341.50 x 2 = \$46,683). During the absence of the GED instructors, a GED certified substitute teacher will provide instruction to the participants to include administering and analyzing the TABE assessment, planning curriculum, providing group and individual instruction to the participants, and providing on-going assessments of participants. The GED substitute teacher will be paid as followed: \$12.00 per hour on an as needed basis. The substitute will be paid from the line item allocated for GED instructors.

*Office Manager* – will be responsible for providing quality customer service to clients and visitors via phone and in person; maintaining client, department, and community resource directories; purchasing program supplies and maintaining proper records; scheduling appointments with prospective clients and visitors; assisting with planning monthly field trips, student orientation, program calendar; assisting with the administration of the TABE test, completing contact hour report, and timesheets as needed; copying, delivering and picking-up paperwork at assigned locations; assisting with formulating reports, gathering data and maintaining client files; assisting with recruitment, completing the initial intake and enrollment process with participants; assisting with referrals, and

monitoring attendance of participants. The Office Manager will be paid \$10.00 per hour and will work 25 hours per week for 52 weeks (\$13,000 annually).

*The CEO* – will be responsible for training the GED Program Director, assessing program effectiveness and compliance, assisting with meetings & orientation, interacting with participants and developing a rapport, reviewing and approving requisitions, reports, timesheets and contracts. The CEO will devote approximately ten (10) hours of her time per month to the responsibilities of this role. This position will pay \$35.54 per hour x 10 hours per month for a total of \$355.40 per month x 12 months for a total \$4,264.80 annually.

*Administrative Assistant* – will be responsible for ordering supplies, generating accounts receivable reports and requisitions, providing minor computer support, copying, filing, and maintaining reimbursement reports and other program related documentation as needed. The Administrative Assistant will be paid \$17.78 per hour and will work approximately 5 hours per month for 12 months for a total \$1,066.80 annually.

*Director of Business & Finance* – will be responsible for completing monthly reimbursement reports, maintaining receipts, requisitions, entering information in Quickbooks, making deposits, and ensuring funds are being used in compliance with grant guidelines. The Director of Business & Finance will be paid \$22.60 per hour and will work approximately 15 hours per month for 12 months for a total of \$4,068.00 annually.

*Maintenance Staff* - will be responsible for cleaning and maintaining the facilities used by the program. The Maintenance Staff will be paid \$9.27 per hour and will work approximately 40 hours per month for a period of 12 months for a total of \$4,449.60 annually.

**Total Staff Compensation: \$129,724.70**

**Staff Fringe Benefits** – consist of unemployment compensation at a rate of 2.6% on the first eight thousand dollars of each employee's income ( $\$45,849.20 \times 2.6\% = \$1,192.08$ ), and Federal taxes at a rate 7.65% ( $\$129,724.70 \times 7.65\% = \$9,923.94$ ) on the personnel listed above. The total amount budgeted for unemployment compensation and federal taxes is **\$11,116.02**.

Funds in the amount of **\$6,549.36** have been allocated for the employer paid portion of health insurance.

The amount budgeted to cover a portion of the employees' group life insurance is seventy two dollars and twenty four cents (**\$72.24**).

Workman's Compensation – 1.5% of the payroll expense will be allocated to workman's compensation ( $129,724.70 \times 1.5\% = \$1,945.87$ ).

Payroll Administrative Fee – 2.% of the payroll expense will allocated for the cost of processing payroll ( $2.\% \times 129,724.70 = \$2,594.49$ ).

**Total Staff Fringe Benefits is \$22,277.98**

**Travel/Transportation** – The staff members working directly with the program will be provided mileage reimbursement at the federal rate for the use of their personal vehicles when conducting program related business. The total amount budgeted for employee local travel will be \$1500. The amount allocated for employee travel expenses related to training is 2,175.00 (\$94/night for lodging + \$51/ day for meals & incidentals/day x 5 employees for 3 nights). Additional funds in the amount of \$750 has been allocated for airfare and lodging for the Director to attend the National Conference. The total amount allocated for **travel is \$4,425.**

**Facility Costs** – will consist of pest control service in the amount of \$262.20 (\$21.82/mo x 12 mos), general liability & property Insurance is \$390.17 per month x 12 months = \$4,682.04. The total amount allocated for **facility costs is \$5,000.**

**Communications** – consists of postage, radio advertisement, print advertisement and promotional items related to the program. Also, Comcast \$11.22 per month; CPC \$25.00 per month; Micro Comm at 130.62 per month and ATT at .60 per month. The total allocated for **communication is \$5,000.**

**Supplies** (Books, Training) - consist of books, instructional supplies, office supplies, desktop supplies, (i.e. paper, pens, pencils, software, calculators, rulers, ink cartridges, office furniture and accessories, etc.). The total amount budgeted for **supplies is \$6,000.**

**Equipment** – Funds in the amount of **41.67 for 12 months** for copier expense. The total allocated for equipment is **\$500.**

**Other Direct Cost** - The amount budgeted for 16 weeks of child care services for participants' dependents between ages six (6) weeks to four (4) years of age at \$90.00 - \$101.00 per week. Services may be provided by Dearborn YMCA or another approved childcare provider in order to allow participants to attend class, work, or other program related services (**\$6,000 - Daycare**)

Stipends in the amount of \$10.00/day will be provided to participants based on their daily attendance. Each participant will receive stipends for a period of 12 weeks for a maximum of \$480.00/participant. (**\$19,200.00 – Stipends**)

The program is expecting forty (40) students to take the GED exam at Bishop State Community College or Goodwill Easter Seals. The expected cost for 2019-2020 testing is \$120.00 per person. The program will pay the GED testing fee for those participants and the total amount budgeted for this expense, including possible retests will be \$4,800 (\$30 GED test x 40 students = \$1,200 x 4 subjects = \$4,800) and (GED Retake test is 40 students x \$10 = \$400 x 4 subjects = \$1,600). The amount allocated for TABE online and GED Ready tests is \$1,665. Also, the program will pay a fee of \$70.00 for the first 25 participants who attain their GED to participate in the Bishop State Community College Commencement Exercises (Graduation) for a total of \$1,750.00. (**\$10,000 - tests & graduation fees**)



The participants will be given gift cards as incentives valued up to \$300 for goal achievements which will include the attainment of their EFL, perfect attendance, referrals resulting in enrollment, attainment of an NCRC and other notable achievements (\$25); attainment of a nationally recognized occupational skills certificate [CNA, CMA, EKG, Phlebotomy, Welding, Culinary Arts, Microsoft Office, Microsoft Digital Literacy, CDL, NCCER (\$50)] GED (\$25 for each subject passed), employment or entering post-secondary education (\$50) and maintaining employment/enrollment in the six months following their exit from the program (\$50). Gift cards (**\$7,000 incentives**).

Dearborn YMCA and partnering agencies will provide a twelve week internship opportunity for seven (7) program participants whose attendance, goal achievement and employability skills warrant such an opportunity. Their rate of pay will be eight dollars (\$8.00) for twenty (20) hours per week. Their wages will be paid with WIOA funds. The total amount allotted for internships will be thirteen thousand four hundred & forty four dollars ( $\$8.00 \times 20 \text{ hrs} \times 12 \text{ wks} \times 7 \text{ students} = \textbf{\$13,440.00 internships}$ ). The internships activities preparing youth for employment such as communication skills, attitude, teamwork, problem solving and critical thinking are charged to the Work-Based Learning fund source at a rate of 20%.

An unemployment compensation rate of 2.6% on the first eight thousand dollars of each intern's income ( $\$13,440 \times 2.6\% = \$349.44$ ), and Federal taxes at a rate 7.65% ( $\$13,440 \times 7.65\% = \$1,028.16$ ) on the personnel listed above. 1.5% of the interns payroll expense will be allocated to workman's compensation ( $\$13,440 \times 1.5\% = \$201.60$ ) and 2.6% of the Pathway to Employment payroll will allocated for the cost of processing payroll ( $\$13,440 \times 1.5\% = \$201.60$ ) **Total fringes for internships are \$1,848.**

Funds in the amount of **\$1000.00** have been allocated for **support services** and emergencies that students experience that may present barriers to success such as emergency housing, assistance securing identification, counseling, eye exams, etc.

If van rental is required for transportation, the cost of rental is \$170/day. The amount of **\$2,500** is being allocated for **van rental**.

Funds in the amount of **\$8,700.00** has allocated for participants' enrollment and expenses related to nationally recognized occupational skills training.

The current cost for monthly student bus passes is \$20.00 per pass. **\$ 1,600.00** will be allocated for **bus passes**.

The Pathway to Employment Program staff will participate in professional training opportunities and conferences that will aid them in effectively serving at-risk populations, in the field of adult education and preparing them for the GED. Five thousand dollars (**\$5,000.00**) will be allocated for expense incurred for **professional training and conferences**.

Funds in the amount of **\$2,000** will be allocated for **computer hardware, maintenance, and support.**

**Waste Disposal** -- The amount budgeted for waste disposal is **\$500.**

**Teaching Supplies** -- consists of Plato subscription & licenses, Acuplacer by Edmentum, testing skills materials, and other items that will be used to teach the GED and Vocational Counseling sessions. The amount budgeted for teaching supplies is **\$7,000.00.**

Funds in the amount of **\$500.00** will be allotted for **educational and cultural field trips.**

Funds in the amount of seven hundred fifty-nine dollars and twelve cents (**\$759.12**) for Director's & officers employment practice liability insurance.

Total of **\$87,047.12** has been allocated for other direct costs.

**Indirect Costs (10%) - \$25,997.48**

## **I. Summary**

The Dearborn YMCA proposes to continue an exciting and innovative program that addresses out-of-school youth between the ages of 16-24 years in Mobile County through its Pathway to Employment Program. Participating youth will also meet one of more of the following criteria:

- A school drop-out
- A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter.
- A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is (a) basic skills deficient or (b) English language learner.
- An individual who is subject to the juvenile or adult justice system
- A homeless individual, a runaway, in foster care or has aged out of the foster care system or a child eligible for assistance under section 477 of the Social Security Act or in an out-of-home placement
- An individual who is pregnant or parenting
- A youth who is an individual with a disability
- A low-income individual who requires additional assistance to enter or complete an education program or to secure or hold employment.

The Pathway to Employment Program provides services that are designed to help them in overcoming many barriers to employment and achieving career success. These services include tutoring and study skills training, alternative secondary school offerings, internships, educational services, vocational/career planning services, leadership development opportunities, adult mentoring, and counseling. Linkages are in place to ensure that participants gain educational opportunities, occupational learning, preparation for employment and a direct interfacing with potential employers. Participants are also offered other support services such as childcare services, transportation assistance, meals, stipends, field trips, and other incentives/rewards.

The Dearborn YMCA is requesting \$278,595.79 from SWAPTE for the Dearborn YMCA's Pathway to Employment Program. Funding from SWAPTE has allowed us to add an essential and primary educational component, enabling us to continue our mission of providing critically needed services for the underserved in our community.

The program which the Dearborn YMCA proposes is multifaceted, comprehensive and innovative. All services offered within this program are focused on the needs of youth in our community. The program will take place at the Dearborn YMCA, 321 N. Warren Street, Mobile, AL 36603.

As a result of the program, participants will gain a solid cognitive, developmental and experiential foundation for future life and work. The participants will be better prepared to enroll in post-secondary education, choose a career path, successfully enter the workforce and make the transition to adulthood. Following are the anticipated outcomes for the 40 youth who are expected to complete the Program:

- 53% Employment Rate at the 2<sup>nd</sup> Quarter after Exit
- 64% Employment Rate at the 4<sup>th</sup> Quarter after Exit
- 52.7% Credential Attainment within 4 Quarters after Exit

## **II. Target**

### **1. How many youth will you serve?**

The Dearborn YMCA Pathway to Employment program plans to serve 40 youth between the ages of 16 and 24.

### **2. What linkages, partnerships or existing collaborations do you have or plan to initiate to achieve full enrollment?**

The program will use existing linkages as the basis for achieving full enrollment. Partners and referral sources for this program include: Bishop State Community College, Austal, Ingall's Shipbuilding, Mobile Housing Board, Mobile TEEN Center, Dumas Wesley Community Center, Lifelines Counseling Services, Mobile County DHR, former students, local churches, the court system, Mobile County Public School System, Mobile County Health Department, Dearborn YMCA members, Salvation Army, Saint Mary's Home, Willmer Hall, Behavior Intervention Services, AltaPointe Health Systems, other local businesses, and the community at large.

### **3. What other special criteria/circumstances are required to enter this program?**

There are no other criteria/circumstances by which participants are eligible to enroll in the Pathway to Employment Program other than those stipulated by WIOA.

### **4. What Specific Recruiting and Enrollment Strategies will you use to assure that your program serves the number of youth intended to benefit?**

The program administrators continue to employ the following strategies, which have proven to be effective in the past to reach, recruit, and select those young men and women who are most in need of the services offered:

Community newspapers and radio stations, using both community service announcements and advertisements

- Community agencies (such as the Mobile Housing Board, Mobile Community Action Agency, and local social service agencies and public and privately-run homeless shelters) to identify potential program participants who are currently in or have dropped out of social service programs
- Court officers and probation officers who can identify participants who have recently been discharged from youth correctional institutions or city or state prisons
- Local religious institutions and their affiliated youth group

- Local agencies that work with physically disabled clients or those recovering from alcohol or other substance abuse problems who might be able to utilize the services of the program
- High school guidance counselors and social workers, who could identify those students who are at-risk of dropping out of school, have very recently dropped out of school, or have been expelled from school
- Local beauty salons, barber shops, and nail shops
- Community office of local political leaders, ranging from district leaders, to members of the City Council, State Legislature, or Congress
- Individuals who refer themselves or others

All recruitment efforts are conducted without consideration of a participant's race, ethnicity, sex, disability, or sexual orientation, and a statement to this effect will accompany all public service announcements, advertisements, and locally-placed flyers or posters.

As part of the effort to recruit and retain 40 participants, the program offers child care services to participants with dependent children; vocational counseling and work readiness training; transportation assistance; stipends; incentives/awards for goal achievement; and other support services, in an effort to help to alleviate obstacles to goal achievement, active participation in the program, and ultimate success.

**5. Discuss in this section, specific strategies that clearly describe how you will assure that your program serves the number of youth intended to benefit.**

Efforts have been made to strengthen recruitment strategies over the past year to more effectively market the program and to ensure that participants are consistently available for participation. In addition, the program administrators have and will continue to work closely with partnering agencies, and will promote the program quarterly through radio advertisements. They will strategically place literature promoting the program throughout the community, and will also advertise the program's successes via the organization's website, facebook, newspaper articles, and other media outlets. Regular participation in job fairs and other events that cater to the target population will provide additional opportunities to promote services.

### **III. Design**

**1. Will the program perform assessments directly or use assessments done by others?**

The program will perform assessments directly with the participants prior to their acceptance into the program and on an ongoing basis. Participants will be assessed using both manual and on-line computer services using the Test for Adult Basic Education (TABE). Formal assessments of educational progress such as TABE post-tests, Plato Courseware, the GED Ready, Career One Stop are performed on an on-going and as needed basis.

2. Describe in detail the scoring method for each assessment tool you will use and clearly describe the pre and post test strategy and schedule you will use to document successful outcomes. You must describe the degree of change from pre to post test that you will require to establish a successful skill attainment.

### TABE (Test of Adult Basic Education)

The TABE is used with Pathway to Employment participants to determine each individual's educational functional levels and benchmarks for success. This assessment tool is a norm-referenced test designed to measure achievement of basic skills commonly found in adult basic education curricula, and taught in instructional programs. The content areas measured are reading, language, mathematics, and spelling. The content stresses the integration and application of specific skills in a context that is meaningful to adults.

The assessment levels extend downward to include beginning reading skills, and upward to include many objectives in all content areas that are measured in the GED tests and taught at the high school level and beyond. The levels of the TABE test are listed below along with the related target grade ranges:

TABE LEVEL	GRADE RANGE , TABE 9 & 10
L (Limited literacy)	0 - 1.9
E (Easy)	2.0 - 3.9
M (Medium)	4.0 - 5.9
D (Difficult)	6.0 - 8.9
A (Advanced)	9.0 -12.9

There are two subtest categories for Level L and they are pre-reading skills and reading skills. These categories and the related subtests have been designed to accommodate and assess adults with the lowest level of reading skills to beginning readers. The test is administered orally or read by the examinee, if appropriate.

The Pre-Reading Skills section measures word analysis skills: matching printed letters, the ability to recognize letters when stated orally, and the ability to identify words with the same beginning, middle, or ending sounds. The Reading Skills section measures beginning reading skills: recognizing signs and symbols, recognizing the meaning of common words, understanding the

context of a sentence in order to choose the correct word to fit the context, matching pictures and phrases, and demonstrating understanding of short passages.

Levels E, M, D, and A of the TABE relate to Reading, Mathematics Computation, Applied Mathematics, Language, and Spelling. The Reading test measures the basic reading skills of adults and their ability to construct meaning from a variety of life skills and prose selections. Vocabulary is measured as a part of the reading process.

Mathematics Computation provides an appropriate representation of the core computational skills necessary to any successful mathematics program. The test measures the examinee's understanding of the operations of addition, subtraction, multiplication, and division of whole numbers, decimals, and fractions. The Applied Mathematics section assesses mathematical literacy (i.e., the ability to apply a wide range of basic mathematical skills, methods, and concepts to tasks such as budgeting, planning, designing, predicting results, and interpreting data), as well as routine task such as comparison shopping, tax computation, household measurements, cooking, estimating quantities, and making computations that involve time, distance and weight.

Language is used in the test to build the communication skills necessary to function effectively both on the job and in daily life. The focus in adult education programs is on general writing competency. The tool assesses skills in the areas of usage, mechanics, sentence formation, and paragraph development. The Spelling component is designed to assess the spelling skills adults need to be effective in their written communication. In the workplace, correct spelling is critically important.

A pre-test will is administered to all new participants to gauge their skill level prior to participation in the program. Based on the grade level of each participant at the time of admission, specialized instruction is provided to assist them in reaching the desired skill level. Once a participant completes a particular section in a subject, he or she is re-tested to measure the progress in that section before moving to another section in that subject area. Once the participant has achieved scores indicating that that have improved by one educational functioning level, it is considered a successful skill attainment, and he or she can move to another level.

### Career One Stop

Pathway to Employment's Vocational Component of its program uses Career One Stop, a source for career exploration, training and jobs as a part of performing individualized career interest assessments on its participants. Career One Stop is sponsored by the U.S. Department of Labor and is a proud partner of the American Job Center Network. The direct link to the assessment used is:

<https://www.careeronestop.org/getmyfuture/toolkit/interest-assessment.aspx>

The U.S. Department of Labor Employment and Training Administration (ETA), in coordination with the Department of Education, has established the American Job Center network, a unifying name and brand that identifies online and in-person workforce development services as part of a single network.

### **3. Will the program develop service strategies or use those developed by others?**

The program currently uses and will continue to use previously developed service strategies that have proven to be successful in the program. Participants receive services in a combination of group and individual sessions to maximize their level of success in the program.

### **4. How will it provide required linkages?**

The program has established partnerships with local businesses and agencies such as the Alabama Career Center, Austal, Ingall's Shipbuilding, Family Dollar, Dollar General Stores, Church's Chicken, Bishop State Community College, Faulkner University, the City of Mobile, Counseling Services, Mobile County DHR, local churches, the court system, Mobile County Public School System, Franklin Primary Health Center, Mobile County Health Department, Salvation Army, Saint Mary's Home, Wilmer Hall, Behavior Intervention Services, AltaPointe Health Systems, City of Prichard, and SAAD's. Participants are referred to these agencies for employment & post-secondary education opportunities, training and support services. Written referral forms are used to document the linkage.

## **IV. Services**

### **1. Discuss the services/activities your program will provide, based upon the WIOA Program Elements.**

The Dearborn YMCA Pathway to Employment Program provides comprehensive services to participants that relate to all of the WIOA Youth Program Elements. A summary of services provided within each element is listed below.

### **2. What/Which elements will be provided by your program with WIOA funds?**

The elements that will be implemented with the WIOA funds as a part of the program consist of Educational (#1, #2), Employment (#3), Leadership (#4), Mentoring (#6, #9), Support Services (#5, #7, #8 – referrals to other agencies)

### **3. What activities/services will be provided within each element?**

Careful thought was given to the activities that were and will continue to be implemented under each element in an effort to ensure that the program is meeting the goals and objectives as outlined



in the grant application. As a result, the following activities have been implemented under each element, and will continue to be offered.

**Education:**

*1. Tutoring, study skills training, and instruction leading to secondary school completion, including dropout prevention strategies*

Two instructors were employed to work with each participant to obtain his/her GED, or to improve educational skills to the appropriate level, as needed. These instructors were employed with funding from SWAPTE and will continue in these positions if funding is awarded in 2018. An assessment is conducted with each participant using the TABE (Test of Adult Basic Education) Assessment Tool. This assessment tool measures the level at which the participant is functioning in any given subject area (math, reading, language, science, social studies), and test results inform the certified teachers regarding which subjects and at what level, at which the participant should begin during class time. After the participant completes each section in that particular subject, he or she is tested again to gauge the amount of progress made, and to determine if he or she can move to the next level. Access to GED computer software is used in conjunction with classroom instruction to increase the participants' success in improving basic skills and obtaining a GED. GED Classes are offered Monday - Thursday from 9:00 a.m. - 1:00 p.m. at the Dearborn YMCA.

The GED Ready© is an online test that has the same look and feel as the real GED® test but is half the length. Test-takers get firsthand experience answering computer-based test questions written and developed by the test's creators. Their test scores allow instructors and participants to decide if the participant is prepared to test, identify areas of strength and weakness, and immediately work on improvements. GED Ready© will be synced to publisher books and courses to help instructors create targeted study plans for each participant. When someone finishes GED Ready©, they'll receive specific guidance on what to study in the publishers' test prep materials.

Plato Courseware provides courses in a wide range of core subjects, electives, world languages, honors, and Advanced Placement® offerings. Courses consist of integrated assessments; including exemptive pretests that allow learners to forgo content they have already mastered. Instructors will then work with participants on the concepts that need additional work to ensure concept mastery.

*2. Alternative secondary school offerings*

For participants exhibiting the propensity to succeed in alternative secondary school, Pathway to Employment will offer enrollment in the James Madison High School, a regionally accredited online high school with accreditation from the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI). SACS CASI is dedicated to advancing excellence in education worldwide through accreditation, research and professional services. SACS CASI accredits over 13,000 schools and school systems throughout the United States and overseas and is an accreditation division of AdvancED.

By incorporating the following learning and career outcomes into its programs, James Madison High School ensures that graduates are prepared to succeed in a variety of professional, civic, and personal settings.

**Effective Communication -**

Graduates will demonstrate competence in written communication skills.

**Critical Thinking-**

Graduates will demonstrate critical thinking and quantitative analysis skills.

**Professional and Life Skills-**

Graduates will demonstrate competent professional and life skills that include responsibility and self-motivation.

**Qualifications for Advancement –**

Graduates will have the knowledge and credentials to apply for jobs, change careers, advance in their current workplace, or to pursue post-secondary or college education are referred to other agencies offering those services.

**Employment Elements:**

*3. Paid and unpaid work experiences that have as a component academic and occupational education.*

The Pathway to Employment Program has established partnerships with local businesses for the purpose of referring students seeking employment opportunities.

Additionally, the Dearborn Y.M.C.A. and/or partnering agencies provide a twelve week internship opportunity for five (5) program participants whose attendance, goal achievement, and employability skills warrant such an opportunity. These students work twenty hours a week over the twelve week period. Wages are currently paid with WIOA funds.

The program has established partnerships with Bishop State Community College, Ingall's, Austal, and the Alabama Career Center. Participants are referred to these organizations and businesses for training in various occupational fields.

For those participants who desire to pursue further training, education, or employment, assistance is provided in securing the educational program or employment opportunity best suited to the needs of each participant.

Follow-up vocational/career counseling is offered for at least 12-months following completion of the program. Retention efforts and on-going support are strongly emphasized during the program cycle via weekly/monthly phone calls and visits with participants, employers, and teachers once participants enter into employment/vocational training programs or post-secondary educational

record for ensuring success. One very important program activity is the weekly individual and group counseling provided by the vocational counselor, using the Career Key along with other vocational materials designed to enhance participant learning. All sessions are held and will continue to be held at the Dearborn YMCA, 321 N. Warren St., Mobile, AL 36603.

### **Support Elements:**

#### ***5. Supportive services***

The concept of youth transformation in this program focuses on how to help young people change, and what factors are needed for this to happen. The Pathway to Employment Program offers a range of supportive services to aid participants in succeeding at reaching their goals. The following support services are offered in this program:

**Transportation Assistance** – participants needing assistance with transportation are provided with a monthly bus pass to ensure regular daily attendance at the program; to locate/obtain/retain employment; and eliminate transportation as a barrier to success. The Dearborn YMCA van service is also be used for group field trips, and for transporting participants to GED testing sites

**Childcare**- daycare services are offered Monday – Friday to participants with dependent children between the ages of 6 ½ weeks – 4 years. These services are provided by external sources, as well as on-site in the Dearborn Tot Time Child Development Program by well trained and qualified childcare professionals.

**Financial Assistance** – participants receive a stipend in the amount of \$10.00/day for each day that they attend the program. The stipends provide incentive for attendance, and assist participants in meeting their personal needs. The program also pays the fee for participants to take the GED exam at Bishop State Community College or Goodwill Easter Seals. For participants who successfully achieve the goal of passing the GED exam, the program pays the cost of \$70.00 for each to participate in the commencement exercises at Bishop State Community College.

**Other Incentives** – participants are given incentives for goal achievements. Gift cards in the amount of \$25 to \$50 are given for attainment of an EFL, perfect attendance, career readiness certificate or other notable achievements. Gift cards for \$100.00 (\$25 per subject passed) are awarded to each participant who attains his/her G.E.D. Gift cards in the amount of \$100 are also awarded to each participant who attains employment or enters post-secondary education while in the program and up to six months after they have been exited from the program.

#### ***6. Adult mentoring for at least 12 months that may occur both during and after program participation.***

**Mentoring** – Pathway to Employment Program staff serve as mentors for program participants. They model expected and appropriate behaviors, and provide guidance, advice and training in problem areas.

#### ***7. Comprehensive guidance and counseling, including drug/alcohol abuse counseling and referrals to other appropriate counseling.***

**Counseling** - individual counseling and group counseling is provided to help facilitate change for participants while in the program. The following types of counseling sessions are offered:

Individual Counseling assists participants with personal development throughout the phases of the program. Participants are expected to develop the internal resources and disciplined habits needed to complete the program. Many topics are explored in counseling, including identifying both short-term and long-term goals. Discussions during counseling also provide an opportunity for the participant to develop personal goals and life plans.

Group Counseling provides the opportunity for developing social and communication skills, effective relationship skills, and boundary setting skills, as well as coming to terms with how participants perceive themselves and how others perceive them. The counselor and partnering agencies explore topics such as budgeting, stress management, self-esteem, parenting, anger-management, substance abuse, and others. Participants evaluate their own success in the group based on criteria such as their ability to accept and give constructive criticism; to resolve conflicts; to participate in team building exercises; and to exercise self-control and communicate in non-threatening ways.

Participants who exhibit issues or concerns that are beyond the scope of services provided by the Pathway to Employment Program are referred to other agencies that are better equipped to meet those needs. These participants are referred to AltaPointe Health Systems; the Bridge; or Lifelines Family Counseling Services of Mobile, all of which provide services such as rape crisis counseling, suicide/crisis intervention, domestic violence counseling, drug/substance abuse counseling, and counseling for mental health disorders.

*8. Financial literacy education* – Dearborn YMCA has established partnerships with a local organizations and financial institutions to facilitate financial education programs designed for low income individuals and families.

*9. Activities that help youth prepare for and transition to postsecondary education and training.*

Program staff provide follow-up services to all participants for a period of 12 months following completion of the program. The purpose of this follow-up is to offer opportunities for participants to continue to grow, learn, remain focused, pursue their goals, develop their leadership skills, and enjoy the positive peer group relationships developed while in the program.

The Vocational Counselor will provide participants assistance with enrollment, financial aid, and scheduling tests required to enter post-secondary education and training.

#### **4. How and why will these activities/services achieve program goals?**

During initial program planning, specific activities and services were chosen to support and complement the WIOA Program Elements and the goals and objectives of the Pathway to Employment Program. Additionally, consideration was given to ensuring that planned activities and programs would support the individual participant needs and goals. These design tasks were accomplished by the initial planning team. Subsequently, programs and activities have been adjusted and improved based on program management input and feedback, as well as program evaluation data, and in order to meet the requirements under WIOA.

**3. How will your program assure that youth have access to the WIOA elements that your program will not provide?**

For those elements that are not provided as a part of the Pathway to Employment Program, participants are referred to outside agencies and businesses.

**V. Outcomes**

**1. Identify and quantify outcomes to be achieved during the contract period as a result of the services your program will provide. Discuss your understanding of performance measures required by WIOA and your plan for documenting and tracking these outcomes.**

<b>Outcome Model – Educational Element</b>			
<b>Inputs</b>	<b>Activities</b>	<b>Outputs</b>	<b>Outcomes</b>
<b>GED /Time and Occupational Skills Attainment</b>	GED instruction in the subject areas of reading, language arts, mathematics, social studies, and science; Plato Courseware will be utilized to help students master skills in these areas. Students May also be enrolled in certified training programs.	Class sessions held weekly, Mon.-Thurs., for a period of 42 weeks; Pathway will also fund enrollment into occupational skills program	52.7% of participants age 16- 24 will earn their diploma/GED or a nationally recognized occupational skills certificate
<b>Meeting Space</b>	Pre-test and Post-test Assessment – TABE (Test of Adult Basic Education)	40 participants will undergo pre-testing upon enrollment into the program and post-testing throughout the program, using the TABE 9/10 to assess deficits as well as gains in basic skills.	53.5% of the participants age 16-24 that take the TABE will attain an 1 EFL(Educational Functioning Level) in Math or Reading
<b>Supplies</b>	Provide supplies based on the need and number of participants enrolled	Supplies are provided	Appropriate/adequate supplies to support individual/program goals achievement.
<b>Funds/Resources</b>	Provide funds/resources based on the need and number of participants enrolled	Funds/resources are provided	Appropriate/adequate funds/resources to support individual/program goals achievement.

<b>Inputs</b>	<b>Activities</b>	<b>Outputs</b>	<b>Outcomes</b>
<b>Meeting Space</b>	Administer the Career Key via the computer	40 participants will complete the Career Key Assessment	100 % of participants will develop a career plan with assistance and guidance from the vocational counselor
<b>Vocational Instruction/Training</b>	Career/vocational planning assistance using the Career Key assessment tool and employment/vocational training/post secondary education referral services	Referrals to other agencies for employment/vocational training/post secondary education and 12 months of follow-up services	53% of participants age 16-24 that are referred to our partner agencies will become employed, enroll in a vocational training program or enroll in a post-secondary education program
<b>Program Materials</b>	The results of Career One Stop assessment will be analyzed and used by the Vocational Counselor to gauge the range of referral services needed for the participants such as identifying occupations or employment opportunities, vocational training programs, and or higher education programs.	Career One Stop assessment	Assessment forms the basis of the vocational program
<b>Program Materials</b>	The Career One Stop assessment, field trips, speakers from various agencies and businesses in the community	The Career One Stop	The assessment forms basis of Vocational Program
<b>Supplies</b>	Provide supplies based on the needs and number of participants enrolled	Supplies are provided	Appropriate/adequate supplies to support individual/program goals achievement.
<b>Funds/Resources</b>	Provide funds/resources based on the needs and number of participants enrolled	Funds/resources are provided	Appropriate/adequate funds/resources to support individual/program goals achievement.

## **2. Discuss your understanding of the performance measures required by WIOA and your plan for documenting and tracking these outcomes**

The performance standards established by the WIOA are considered benchmarks for success and were used in establishing outcome measures for the program. The outcomes listed above are measured by collecting and evaluating data from various sources throughout the program. Knowledge tests are administered utilizing pre- and post-tests. Pre and post tests are used to assess gains and successes in every component of the program:

- Educational Element (GED Program and the achievement of diploma)
- Employment Element (referral to, placement and retention in employment, a vocational training program, and/or a post-secondary educational program)
- Leadership Element (Attainment of an EFL and attainment of a nationally recognized occupational skills).

An external evaluator conducts evaluation of the effectiveness and success of the program in meeting the stated objectives.

## **3. Placement into and retention of employment?**

Participant placement into and retention of employment is documented and tracked using the *SWAPTE Outcomes Before Exit Form*. The form is submitted to SWAPTE within five (5) days of goal achievement.

## **4. Achievement of Diploma/GED?**

Participant achievement of the goal to earn a Diploma or GED for participants is documented and tracked using the *SWAPTE Outcomes Before Exit Form*. The form is submitted to SWAPTE within five (5) days of goal achievement.

## **5. Attainment of educational/occupational competencies?**

Achievement of the educational competencies participants, age 16-24, is documented and tracked using the *SWAPTE Progress Report Form* and submitted to SWAPTE within 5 days of goal achievement. Achievement of occupational competencies for all participants will be documented and tracked using the *SWAPTE Outcomes Before Exit Form*. The form is submitted to SWAPTE within five (5) days of goal achievement.

## **6. Entry to post-secondary education, apprenticeships, other training?**

Entry into post-secondary educational programs, apprenticeships, or other training programs by participants is documented and tracked using the *SWAPTE Outcomes Before Exit Form*. The form is submitted to SWAPTE within five (5) days of goal achievement.

## **7. Discuss in this section the schedule for pre and post testing and explain your plan for those enrollees who are not successful.**

Pre-tests are conducted at the time of admission to determine each participant's level of knowledge regarding the WIOA program elements. Post-tests are conducted to measure each participant's gain in learning. Post-tests are administered throughout the program, and upon completion of the program. Information obtained through these data collection tools is used to make improvements to the programs and services offered through the program. The standards provide a benchmark for success under each of the core WIOA performance indicators.

A survey is used to gather feedback about the program from participants at the end of the program year. Participants who drop out of the program are asked to complete an exit survey. The resulting feedback helps program staff make changes, as indicated, to improve the quality of the program, as well as to identify strategies to enable to be more successful. Participants who are unsuccessful in the program are encouraged to remain in the program to continue working on personal areas of difficulty, or be referred to other agencies that may be more suited to meet their needs.

Once participants complete the program, staff provides follow-up services on a monthly basis for a period of 12 months, and documents completion of program objectives on the *SWAPTE Exit Form*. The form is submitted to SWAPTE within five (5) days.

## **VI. Format**

### **1. Discuss how the youth will receive the program's services/activities.**

The *Pathway to Employment Program* is designed to assist students with obtaining their GED (General Equivalency Diploma), training for jobs, and post-secondary training or college. The courses below are designed to remediate, prepare, and train students to be well-rounded academically, socially, and emotionally. Students will be grouped by grade levels: Group 1 (level 6-8), Group 2 (level 9 &10), and Group 3 (level 11 &12). In addition to grade level grouping, special attention will be given to accommodating various learning styles. The scheduled courses for the 2018-2019 academic school year will adhere to a Monday – Thursday from 9 a.m. -1 p.m. This curriculum is designed to give each student a weekly allotment of approximately 14 academic hours for core subject learning and remediation, 2 hours of vocational counseling and 1 hour of weekly group seminar or testing skills preparation.

**Group Discussion** -Using the four subjects, Math, Science, Reading Language Arts, and Social Studies, this course will serve as an aid to the auditory learner. The instructor will use this class time to discuss and remediate skills that a majority of the students need. Additionally, it will be used as a time to group learners together for peer learning. The teacher will use guided teaching methods and is an active facilitator of learning.

**Life Skills-** This course will explore various life skills by connecting them to academic course objectives. Example: Budgeting and Financial planning for Math, and writing in the work place for Language Arts.

**Math/Science & RLA/SS Lab-** This course will include prescriptive teaching using the Plato courseware from Edmentum. Each student will progress through the assigned academic areas based on their pre-test results. The teacher will assign lessons and monitor student progress and remediate when necessary.

**Group Seminar-** This seminar is designed to enhance the student experience through virtual field trips, guest speakers, and staff- led discussion on assigned topics.



**Testing Skills-** This seminar will serve as a preparation for students who will be testing. This seminar will be held periodically throughout the semester to reiterate best practices for studying, test preparation, and test taking.

**Advanced Math Tutoring-** Students who are level 11&12 will be enrolled in this class to receive intense and specific remediation to quickly and proficiently prepare them to pass the Math Subject GED test.

**Advanced RLA Essay Response Tutoring-** Students who are level 11&12 will be enrolled in this class to receive intense and specific remediation to quickly and proficiently prepare them to pass the RLA GED. A strong emphasis on the essay portion of the exam will be included.

**Vocational Counseling Lab-** This course will be led by the vocational counselor. Job exploration, career assessment, educational planning, work keys test prep, resume writing, filling out an application, reference and cover letters, group volunteer projects, field trips, and other training opportunities will be explored in this course.

**Support services** – Transportation, monthly bus passes, daily stipends, and childcare are provided to participants. Non-monetary incentives and rewards are provided to encourage or reward participants for achievement of goals, respectively. GED testing fees are provided, as well as commencement fees for those students completing a higher education or technical training program.

## **2. Identify the duration of the program and its elements including the minimum amount of program participation required for each youth served in order to achieve the desired results.**

The Dearborn YMCA Pathway to Employment Program is a 12- month program. Participants participate in educational services, vocational planning services, leadership services, and support services, as needed. Participants are expected to engage in a maximum of sixteen (16) hours of services per week. Learning incentives for achievement of goals are provided to participants throughout the course of the program. Minimum standards for the program include:

- A maximum participant to instructor ratio of 1:18
- Participants may be enrolled in the program for a minimum of 6 weeks but can remain enrolled for up to one year
- Each participant must attend the program until they have attained their established goals which may be achieved within 6 weeks to one year, based upon individual progress

## **3. Is delivery individualized or is it based on classes/groups?**

Participants engage in both individualized and group services. All services are tailored to the needs of each participant. Services are delivered both in a classroom setting and on a one-to-one basis, as needed. GED instructors primarily provide instruction in groups, but will work with participants individually when needed. The Vocational Counselor conducts both individual and group counseling sessions. Learning is self-paced and individualized based on each learner's life experiences and learning style.

#### **4. How many participants will enter/exit the program each quarter?**

Efforts are made to enroll a minimum of 13 participants, age 16-24, in the program each quarter. A detailed outline of the program's entrance and exit schedule is contained in the timeline found in *(Attachment A - Timeline)*.

### **VII. Personnel**

#### **1. Discuss the personnel/staff to be committed to the program.**

The Pathway to Employment Program employs five (5) staff members. These individuals work on-site at the Dearborn YMCA to carry out the objectives of the program. Staff includes:

- One Program Director to supervise program operations
- One Vocational Counselor to coordinate and implement vocational training
- Two (2) GED instructors to provide instruction
- One Office Manager to conduct the intake/exit process.

#### **2. List job titles and discuss qualifications & experience.**

Staff titles, qualifications, experience and job responsibilities are as follows:

- Program Director: Must hold a minimum of an Associate's Degree, a Bachelor's Degree is preferred. The degree must be in education/social work or related field. A minimum of two (2) years of supervisory experience or related experience in a grant program or adult education program is preferred. The Program Director is primarily responsible for supervising the program; coordinating all components of the program; supervising staff; recruiting participants; monitoring delivery of support services; completing attendance reports, quarterly reports, and reimbursement reports; building collaboration with other agencies; promoting the program, and ongoing assessment of services.
- Vocational Counselor: Must hold a minimum of an Associate's Degree, a Bachelor's Degree is preferred, in counseling and a minimum of two (2) years' experience in counseling youth, preferably in a vocational setting. The Vocational Counselor is responsible for coordinating the implementation of the Career Key Assessment; developing in-depth career plans with each participant; coordinating/conducting vocational counseling sessions; locating community vocational services for participants; referring participants to partner agencies for employment or for vocational training, or higher education opportunities; planning program related field trips; and providing on-going support and follow-up services for participants.
- GED Instructors: Must hold a Bachelor's Degree in an education discipline and have a minimum of two (2) years teaching experience, preferably in a GED program. GED instructors are responsible for preparing and implementing the curriculum; working with students individually and as a group to prepare for the GED exam; tutoring; and assisting participants in reaching their educational goals.
- Office Manager: Must have a minimum of a GED or High School Diploma, Associate's Degree preferred and a minimum of two (2) years of related experience. The Office Manager is responsible for providing quality customer service to clients and visitors via phone and

in person; maintaining client, department, and community resource directories; purchasing program supplies and maintaining proper records; scheduling appointments with prospective clients and visitors; assisting with planning monthly field trips, student orientation, program calendar; assisting with the administration of the TABE test, completing contact hour report, and timesheets as needed; copying, delivering and picking up paperwork at assigned locations; assisting with formulating reports, gathering data and maintaining client files; assisting with recruitment, completing the initial intake and enrollment process with participants; assisting with referrals, and monitoring attendance of participants.

**3. Will staff be hired only if the program is funded?**

The Dearborn YMCA plans to retain current program staff to implement the program, if funding is awarded.

**4. Identify any subcontractors and what they will do.**

The Dearborn YMCA currently subcontracts with an experienced external program evaluator to assess the effectiveness and success of the overall program and to conduct evaluations to determine if program goals and objectives are met, as outlined in this proposal, and will continue to retain the services of this evaluator if funding is awarded.

**VIII. Location**

**1. Specify the proposed site(s) for service/activity delivery.**

All programs and services provided by the Pathway to Employment Program take place at the Dearborn YMCA. The Dearborn YMCA is a 49,000 square feet, multi-purpose facility which houses the following programs and amenities:

- Child Development Department
- After-School Program Department
- Gymnasium
- Fitness Area
- Indoor Swimming Pool
- Conference Room
- Senior Citizens Activity Room
- Kitchen
- Playground
- Other Multi-purpose Rooms.

**2. If not specified, indicate what kind of facilities will be required.**

The Pathway to Employment Program is housed in the Dearborn YMCA facility. No other facilities are needed to effectively carry out this program.

### **3. Will youth have to be transported between/among sites?**

Transportation assistance is provided in the form of monthly bus passes for transportation to and from the facility. The Dearborn YMCA van service transports participants for program related field trips and for transporting participants to GED testing and interview sites. All other program activities are provided at the Dearborn YMCA site.

## **IX. Non-duplication**

- 1. If you already provide the services/activities proposed herein with non-WIOA funds, explain how and why this program does not duplicate your existing initiatives and/or does not use WIOA to substitute for other available funds**

Dearborn YMCA is currently operating the Pathway to Employment Program through funds from SWAPTE, Inc. and the Dearborn YMCA operating budget. The program proposed here will be a continuation of the existing Pathway to Employment Program. Without SWAPTE funding, many of the current program activities could not be offered.

- 2. If the services/activities proposed herein are available elsewhere in the area, explain how and why this program will be an addition to those other initiatives and not a duplication/substitution.**

The Pathway to Employment Program is innovative because it provides participants with a range of support services that are not provided in other youth programs. These services include childcare for youth parents and transportation assistance.

## **X. Experience**

- 1. Indicate why you can/will be successful in conducting this program.**

The Dearborn YMCA has been providing the Pathway to Employment program for out-of-school youth, ages 16-24, in Mobile County for the past nine (10) years. During the 2013-2014 program year, 39% of participants attained GEDs; 63% attained EFLs; and 30% attained employment or entered post-secondary education. The program's GED success rate steadily increased for four (4) years, reaching as high as 73%, but decreased to 39% in 2014 with the implementation of the new GED. During the 2015-2016 program year, 42% of participants attained GEDs; 50% attained EFLs, and 55% attained employment or entered post-secondary education. During the 2016-2017 program year, 42% of participants attained a GED; 100% attained an EFL, and 30 % attained employment or enrolled in post-secondary education.

A track record of consistent progress, coupled with staff that are seasoned and knowledgeable in regard to addressing the challenges and obstacles faced by at-risk youth, provide evidence that the Pathway to Employment Program will continue to be successful in the future. Staff have great experience in addressing these issues; forging effective relationships with participants; and positively impacting their lives.

## **2. Describe how your history & mission are relevant to program aims.**

The Dearborn YMCA has 84 years of experience in providing programs and services for youth. The organization offers Daycare, Headstart, Office of School Readiness (OSR), After-School, and Summer programs for children and youth. The mission of the Dearborn YMCA is to put Christian principles into practice through programs that build healthy spirit, mind and body for all. We are a powerful association of men, women, and children of all ages and from all walks of life joined together by a common goal of strengthening the foundations of our community. With a commitment to nurturing the potential of kids, promoting healthy living, and fostering a sense of social responsibility, we ensure that individuals and families have access to the essentials needed to learn, grow and thrive. The Dearborn YMCA delivers lasting personal and social change. We are dedicated to building healthy, confident, connected and secure children, adults, families and communities.

## **3. Discuss experience with other youth programs.**

Several years ago, the Dearborn YMCA provided job skills training, including soft job skills, for its D.T.A.T. Program participants. Participation in this training resulted in participating youth having their own television show, featuring individuals from the community, and discussing important issues facing youth. Other youth programs offered include:

- Youth Leadership Training
- Career awareness
- Mentoring
- After-School Program
- Summer Camps
- Youth sports

## **XI. Management**

### **1. Describe how you propose to assure proper management and administration of the program to meet WIOA requirements.**

The Dearborn YMCA has many years of experience managing grants. The Chief Executive Officer has 16 years of grant administration and evaluation and will provide the management of all grants.

### **2. What office/unit/division of your agency will supervise the program?**

The Pathway to Employment Program Director is responsible for the management of all program activities; interviewing of prospective program employees, with the assistance of the CEO; supervising employees; recruiting participants; assisting with budget management; promoting the program in the community; and networking and collaborating with other agencies.

### **3. Who will be responsible for participant record keeping?**

The Program Director works closely with the organization's Director of Business & Finance, the external evaluator, and program staff to ensure that participant files and records are accurately maintained, and that reports are submitted in a timely fashion. Regular meetings with all staff are conducted to discuss the strengths and weaknesses of the program and to modify any weaknesses, in order to ensure that the program is successful throughout the grant cycle.

### **4. Who will be responsible for financial reporting?**

The Director of Business & Finance for the Dearborn YMCA has 20 years of grant management experience and is responsible for maintaining all financial records related to the Pathway to Employment Program. This employee works closely with the organization's accounting firm, Russell Thompson Butler & Houston, LLP, and with the Program Director to ensure that all financial reporting is adequately prepared before submittal.

**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

## **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 and 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

Organization

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Signature

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.