New River/Mount Rogers Workforce Investment Area Consortium Board
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Radford, VA 24141
540-633-6764, 540-633-2502 (FAX)
www.nrmrwib.org

TO: Prospective Bidders

FROM: New River/Mount Rogers Workforce Investment Area Consortium Board

DATE: January 8, 2016

SUBJECT: Request for Proposal (RFP) Package – WIOA Title I Programs

In compliance with Workforce Innovation and Opportunity Act requirements, the New River/Mount Rogers WIA Consortium Board is soliciting proposals from qualified sources to conduct programs under Title I of the Act.

The document attached to this memo constitute the official New River/Mount Rogers WIA Consortium Board Request for Proposal format and will become the contract if chosen after evaluation and approval by the Workforce Investment Area Consortium Board and Workforce Development Board.

Proposals are to be submitted in four (4) copies with the original signatures to be received **no later than 4:30 p.m. on March 11, 2016**. Proposals will be received at the following location.

New River/Mount Rogers Workforce Investment Area Consortium Board
6580 Valley Center Drive, Suite 119
Radford, Virginia 24141

Proposals received after the deadline will not be considered for funding.

Technical assistance concerning the Request for Proposal and its submission is available by calling Ronnie Martin at (540) 633-6764 or 633-6766.

RM/dm

c: File

Attachments

REQUEST FOR PROPOSAL

PART 1

GENERAL INFORMATION

1. PURPOSE

In compliance with the Workforce Innovation and Opportunity Act, the New River/Mount Rogers Workforce Investment Area Consortium Board is soliciting proposals from qualified sources for the following under Title 1 of the Act:

A. One Stop Operator
B. Deliverer of Adult Program Services
C. Deliverer of Dislocated Worker Program Services
D. Deliverer of Youth Program Services

The purpose of this activity under WIOA is to provide an appropriate mix of program activities that will promote an educated, skilled, technology-competent, and adaptable workforce and provide to eligible youth seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational skill competencies and provide effective connections to employers. Successful proposers will offer a full range of resources and services to help meet the needs of all potential customers (clients and employers).

2. PROPOSAL OPTIONS

The following types of proposals will be considered for funding by the Workforce Investment Area Consortium Board:

A. One-Stop Operator with no WIOA Services Delivery

Will operate/manage the One Stop Center(s) and will coordinate service delivery in the center(s).

B. <u>One Stop Operator with WIOA Service Delivery</u>

Will coordinate service delivery in the One Stop Center(s) and receive WIOA program funds to deliver one or more WIOA Adult/Dislocated Worker/Youth services.

C. <u>Deliverer of WIOA Adult/Dislocated Worker/Youth Services Only</u>

Will deliver WIA Adult/Dislocated Worker/Youth services in the One Stop Center and/or satellite facilities. The service deliverer will not be the One Stop Operator, yet will be responsible for program performance and liable for program funds.

3. <u>DURATION</u>

The program shall commence on July 1, 2016, and be completed no later than June 30, 2017. The Consortium Board reserves the option of extending the initial contract for one (1) additional year subject to negotiation. This one (1) year contract extension option may be exercised up to three (3) times subject to negotiation. Maximum duration may not exceed four (4) years, which includes all allowable extensions. All extensions are at the sole discretion of the Consortium Board and Workforce Development Board.

4. <u>TYPE OF CONTRACT</u>

Type of contract will be cost reimbursement. All proposers must have sufficient available resources to operate the proposed program(s), if funded, during both start-up and during the time in which invoices are being processed for payment and until such time as payment is received.

5. <u>LIMITATION</u>

This Request for Proposal does not commit the New River/Mount Rogers Workforce Investment Area Consortium Board to award a contract or to pay for any cost incurred in the preparation of a proposal to this request, nor to be bound to procure or contract for these services. The Workforce Investment Area Consortium Board reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any or all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of the Workforce Investment Area Consortium

Board to do so. The Consortium Board may require the offerors selected to participate in negotiations and to submit any price, technical, or other revisions to their proposals as many results from negotiations.

6. <u>LEGAL STATUS</u>

All non-governmental agencies must provide verification of legal status of the agency.

7. <u>QUALIFICATIONS</u>

Specific information concerning your qualifications, experience, and related accomplishments must be provided. If you have previously been a provider of WIA services in Virginia, please include a letter of recommendation from the Director(s) of all Workforce Area(s) in which you have been contracted to provide Adult, DLW or Youth services. This is not required if you have previously provided services in Area 2.

8. <u>PERFORMANCE</u>

Performance Specifications contained in Part II are minimum standards for acceptability. The Program Operator is required to meet (80%-100%) or exceed (100%+) all negotiated performance standards contained in the approved contract. Should the Program Operator fail (less than 80%) to meet one (1) or more performance standards, technical assistance will be provided by Consortium Board staff, and the Program Operator will be required to develop and submit, for approval, a plan of action to meet or exceed the failed performance standards. Should the Program Operator fail to meet the negotiated performance standards for two (2) consecutive years or achieve less than 50% of any performance standard, including the first year of contract operation, the Consortium Board may elect to terminate the contract for non-performance.

9. <u>STANDARD OF CONDUCT</u>

Once this Request for Proposals document has been issued, no proposer is allowed to make any contact with any WDB members or Consortium Board members by phone, fax, e-mail, mail, or in person, to solicit support for their proposal or to attempt to discredit the proposal that may be submitted by any other proposer. Any proposer violating this provision will not be considered for funding under this RFP. Additional data or information may be submitted only if requested by the Consortium Board or WDB.

10. EVALUATION CRITERIA

Prospective offerors are advised that the selection of an offeror for contract award is to be made after a careful evaluation of the proposals reviewed by a panel of specialists within the Workforce Development Board/Consortium Board. Each panelist will evaluate the proposals for acceptability with emphasis on the various factors contained on the following proposal evaluation criteria assigning to that factor a numerical weight. The scores will then be used to select an offeror or develop a list of offerors with whom negotiations can be conducted if desirable and necessary.

11. FUNDING REQUEST

Proposers may submit a proposal to deliver services to clients for any combination of jurisdictions, however, the total amount of funding requested cannot exceed the projected total available funding by jurisdiction for those jurisdictions being proposed for Service Delivery contained in this RFP. The Consortium Board is seeking a single entity to be the One Stop Operator and a single entity to deliver Dislocated Worker Services to all jurisdictions within WIA 2. The successful proposer to deliver Dislocated Worker Services will also be required to deliver services under any Rapid Response funding that may be received. Also the successful proposer agrees to assume continuation of all active clients and furtherance of on going program activities effective July 1, 2016. The Workforce Development Board will assist in the program transfer to the successful proposer. Additionally, any proposer desiring to bid for Adult or Youth services delivery must bid for **both** Adult and Youth to insure that each jurisdiction is served by a single entity delivering both Adult and Youth services.

Note: Proposers approved for initial funding may be eligible to receive additional funds during the program year without additional procurement action if such funds become available subject to approval of both the Workforce Development Board and Consortium Board.

12. SIGNATURE

The proposal shall be signed only by a corporate officer authorized to bind the offeror and is a firm offer for 180 day period. The proposal shall also provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the offeror; and also who may be contacted during the period of proposal evaluation. Documentation of resolution by governing body authorizing the official signing the proposal to legally bind the agency must be obtained prior to the proposal submission and submitted to the Consortium Board prior to the effective date of approved contract.

13. CONTRACT AWARD

The New River/Mount Rogers Workforce Investment Area Consortium Board may award a contract based on offers received without discussion of such offers with the offerors. Therefore, each offer should be submitted in the most favorable terms from a price and technical standpoint, which the offeror can make. The Consortium Board reserves the right to request additional data, or oral discussion or presentation, in support of written proposals. No additional information will be accepted unless specifically requested by the Consortium Board. A contract shall be awarded only if in the best interest of the Consortium Board, price and other factors being considered. Execution of a contract is contingent upon successful negotiation of the offer and the signing of the contract by all designated parties.

14. WIOA FINAL REGULATIONS

RFP content and requirements are based on language and provisions contained in the Workforce Innovation and Opportunity Act of 2014. Successful proposers must agree to comply with all requirements contained in the WIOA Final Regulations, when issued, and the initial contract must be modified to reflect compliance with such changes or additional requirements.

PROPOSAL EVALUATION CRITERIA

One Stop Operator (Non-service Delivery)

A. The experience and evident capability of the Offeror to perform the work required, the ability to meet the program design specifications as contained in the RFP Part II, and a satisfactory record of past performance. Must also have technical skills to perform work.	25 points
B. Proposal presentation and the degree to which the offeror demonstrates an understanding of the objectives of the RFP, based on the description of program design, implementation, and flow. The creativity, practicality, and probable effectiveness of the program.	25 points
C. Offeror has necessary administrative structure, staffing, organization, experience, including operational controls, to meet requirements to be a One Stop Operator.	15 points
D. Offeror has submitted a reasonable timeline for securing detailed MOUs with required One-Stop Program Partners and developing a cost allocation plan for sharing One-Stop Center costs among required partners.	10 points
E. Reasonableness of proposal costs.	15 points
F. A satisfactory record of integrity, business ethics, and fiscal accountability.	10 points
TOTAL	**100 points**

PROPOSAL EVALUATION CRITERIA

One Stop Operator (Service Delivery)

A. The experience and evident capability of the Offeror to perform the work required, the ability to meet the program design specifications as contained in the RFP Part II, and a satisfactory record of past performance. Must also have technical skills to perform work.	20 points
B. Proposal presentation and the degree to which the offeror demonstrates an understanding of the objectives of the RFP, based on the description of program design, implementation, and flow. The creativity, practicality, and probable effectiveness of the program.	25 points
C. Offeror has submitted a reasonable timeline for securing detailed MOUs with required One Stop Program Partners and, developing a cost allocation plan for sharing of One Stop Center costs among required partners.	5 points
D. Planned program outcomes, performance standards, accomplishments, and qualitative content of the program design, including significant segments/target group work and adequate financial resources.	15 points
E. Offeror has necessary administrative structure, staffing, organization, experience, accounting and operational controls, to meet requirements to be a One Stop Operator and Service Deliverer.	10 points
F. Reasonableness of proposal costs.	15 points
G. Reasonableness of planned program goals as a result of program de-sign and the ability to provide services that can lead to the achievement of competency by the clients.	5 points
H. A satisfactory record of integrity, business ethics, and fiscal accountability.	5 points
TOTAL	**100 points**

PROPOSAL EVALUATION CRITERIA

Deliverer of Title I WIOA Adult/Dislocated Worker Services

A. The experience and evident capability of the Offeror to perform the work required, the ability to meet the program design specifications as contained in the RFP Part II, and a satisfactory record of past performance. Must also have technical skills to perform work.	25 points
B. Proposal presentation and the degree to which the offeror demonstrates an understanding of the objectives of the RFP, based on the description of program design, implementation, and flow. The creativity, practicality, and probable effectiveness of the program.	25 points
C. Planned program outcomes, performance standards, accomplishments, and qualitative content of the program design, including significant segments/target group work and adequate financial resources.	15 points
D. Administration, staffing, and the necessary organization, experience, accounting and operational controls.	10 points
E. Reasonableness of proposal costs	15 points
F. Reasonableness of planned program goals as a result of program de-sign and the ability to provide services that can lead to the achieve-ment of competency by the clients.	5 points
G. A satisfactory record of integrity, business ethics, and fiscal accountability.	5 points
TOTAL	**100 points**

PROPOSAL EVALUATION CRITERIA

Deliverer of Title I WIOA Youth Services

A. The experience and evident capability of the Proposer to perform the work required, the ability to meet the program design specifications, the technical knowledge and expertise, and a satisfactory record of past performance.	25 points
B. Proposal presentation and the degree to which the Proposer demonstrates an understanding of the objectives of the RFP, based on the description of program design, implementation, and flow.	25 points
C. Planned program outcomes, performance standards, accomplishments, and qualitative content of the program design, including significant segments/target group work and adequate financial resources.	15 points
D. Administration, staffing, and necessary organization, experience, accounting, and operational controls to meet the requirements as a services provider.	10 points
E. Reasonableness of proposal costs in regards to allocations for operational costs versus direct participant costs.	15 points
F. Reasonableness of planned program goals as a result of program design and the ability to provide services that can lead to the achievement of competency by the clients.	5 points
G. A satisfactory record of integrity, business ethics, and fiscal accountability.	5 points
TOTAL	**100 points**

Projected Available Funding

Administration

One Stop Operator - **$50,000**

Program Cost

Dislocated Worker-WIA 2 - **$570,000**

Jurisdictional Breakdown – Service Delivery

PD #3

Jurisdiction	Adult Available Funds	Youth Available Funds
Bland County	$54,630	$35,909
Carroll County	$50,926	$52,582
Grayson County	$53,704	$44,361
Smyth County	$61,111	$87,931
Washington County	$44,444	$65,985
Wythe County	$50,926	$49,865
Bristol City	$50,000	$68,531
Galax City	$52,778	$89,185
Total	**$418,519**	**$494,379**

PD #4

Jurisdiction	Adult Available Funds	Youth Available Funds
Floyd County	$37,037	$45,614
Giles County	$48,148	$45,545
Montgomery County	$42,593	$59,690
Pulaski County	$48,148	$49,308
Radford City	$55,555	$55,464
Total	**$231,481**	**$255,621**

Grand Total	**$650,000**	**$750,000**

PART II

SPECIFICATIONS

1. GENERAL

The purpose of this RFP is to solicit proposals for a One Stop Operator, and Deliverer of Adult and Dislocated Worker Services as outlined in the Local Strategic Plan leading to the promotion of an educated, skilled, technology-competent, and adaptable workforce. Proposals are also being solicited for Deliverer of Youth Services leading to the attainment of skills, competencies, employment or educational attainment based on needs of the clients served.

2. COMPREHENSIVE ONE STOP CENTER

For PY'16, the Workforce Development Board will continue to utilize the Wytheville One Stop Campus as our certified Comprehensive One Stop Center.

The One Stop Operator will be responsible for coordination of WIOA Title I Service Delivery among all partners within the Center as well as responsible for continued compliance with all additional Center certification requirements as required by the State.

3. ONE STOP OPERATOR

The New River/Mount Rogers Workforce Investment Area Consortium Board will enter into a contractual arrangement with the One Stop Operator, which will allow the Operator to receive WIOA Title I funds, enter into sub-agreements, operate specific programs as part of a local workforce investment system and display the eleVAte name and logo.

The following specifications are required for all prospective proposers:

A. Must ensure that a MOU is developed that details the cost of operating the Center(s) and how each required partner's share will be computed.

B. Must describe proposed role in relation to the One Stop Center:

   (1) Coordinate partner service delivery in the One Stop Center without directly providing WIOA service delivery.

   (2) Coordinate partner service delivery in the One Stop Center with direct delivery of WIOA services.

C. Is responsible for the attainment of required performance standards as contained here in.

D. Must ensure compliance with required access to individuals with disabilities as contained in the Americans with Disabilities Act and with the “access checklist” as attached as Attachment A.

E. Must submit proposed service delivery mechanism for Title I WIOA Dislocated Worker and/or Adult Programs in the One Stop Center. If the delivery of WIOA Title I Adult/Dislocated Worker Services will be the responsibility of another entity by way of a sub-agreement, the specific service delivery accountability and reporting aspects must be addressed as a part of this proposal.

Note: If a sub-agreement is utilized, the One Stop Center Operator is still responsible for fund accountability and performance goals attainment.

F. Must ensure that Memorandums of Understanding are developed with all required One Stop Program Partners, which complies with required state policy. MOUs must be very detailed and specific with respect to One Stop Program Partner services to be delivered at the One Stop Center and each partner’s “fair share” contribution to the cost of operating the One Stop Center.

G. Must ensure that the MOU contains the cost allocation formula utilized to determine how the costs of operating the One Stop Center will be shared by all required partners.

H. Detailed plan for utilizing satellite centers, as part of the local area One Stop Service Delivery System must be provided.

I. Must provide a detailed referral process for all customers to access career services of all required One Stop Program Partners both within the One Stop Center and to outside facilities.

J. Provide access to Career Services

K. Provide access to Training Services

L. Provide access to Employment And Training Activities.

M. Provide access to Programs and Activities carried out by One-Stop partners.

N. Provide access to the data, information, and analysis described in section 15(a) of the Wagner-Peyser Act and all job search, placement, recruitment, and other labor exchange services authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.).

O. Must be co-located in a Virginia Employment Commission local office.

4. DELIVERERS OF ADULT AND DISLOCATED WORKER PROGRAM SERVICES

WIOA provides the following services to adults and dislocated workers:

Basic Career Services:
These services are information or provided through self-services. These services are designed to inform and educate individuals about the labor market, their employment strengths, weaknesses and the range of services appropriate to their situation, are considered informational in nature, and therefore do not require registration. **Basic career services must be made available to all participants.**

Individual Career Services:
These services are WIOA staff-assisted job search and occupational development services. Individualized career services must be made available if deemed appropriate and needed for an individual to obtain or retain employment. **Registration is required to receive individualized career services.**

Training Services:
These services pay job training costs associated with WIOA approved training programs. WIOA funds can and should be coordinated with other resources, such as Trade Adjustment Assistance (TAA), federal Pell Grants and partner funds. Training is made available to individuals after an interview, assessment or evaluation determines that the individual requires training to obtain employment or remain employed.

A. Career Services

(1) Funds shall be used to provide career services, which shall be available to individuals who are Adults and Dislocated Workers through the One Stop delivery system and shall, at a minimum, include:

(a) Determinations of whether the individuals are eligible to receive assistance under Title I of WIOA;

(b) Outreach, intake (which may include worker profiling), and orientation to the information and other services available through the One-Stop delivery system;

(c) Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), interests and supportive services needs;

(d) Labor exchange services, including:

Job search and placement assistance and, in appropriate cases, career counseling, including:

- Provision of information on in demand industry sectors and occupations; and
- Provision of information on nontraditional employment; and

Appropriate recruitment and other business services on behalf of employers, including small employers, in the local area, such as providing information and referral to specialized business services not traditionally offered through the One-Stop Delivery System;

(e) Provision of referrals to and coordination of activities with other programs and services, including programs and services within the One-Stop Delivery system and, in appropriate cases, other workforce development programs;

(f) Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:

- Job vacancy listings in such labor market areas;
- Information on job skills necessary to obtain employment; and
- Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for such occupations; and

(g) Provisions of performance information and program cost information on eligible providers of training services, provided by program, and eligible providers of youth workforce investment activities, providers of adult education, providers of career and technical education activities at the postsecondary level, and career and technical education activities available to school dropouts, under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et. seq.), and providers of vocational rehabilitation services described in Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et. seq.);

(h) Provision of information, in formats that are usable by and understandable to One-Stop Center customers, regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the One-Stop Delivery system in the local area;

(i) Provision of information, in formats that are usable by and understandable to One-Stop Center customer, relating to the availability of supportive services, or assistance, including child care, child support, medical or child health assistance under title XIX or XXI of the Social Security Act (42 U.S.C. 1396 et. Seq. and 1397 et. Seq.), benefits under the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et. Seq.), assistance through the earned credit income tax credit under section 32 of the Internal Revenue Code of 1986, and assistance under a State program for temporary assistance for needy families funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et. Seq.) and other supportive services and transportation provided through funds made available under such part, available in the local area; and

(j) Provision of information and assistance regarding filing claims for unemployment compensation;

(k) Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under this Act;

(l) Services, if determined to be appropriate in order for an individual to obtain or retain employment, that consist of:

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include:

    - Diagnostic testing and use of other assessments tools; and
    - In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;

2. Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives;

3. Group counseling;

4. Individual counseling;

5. Career planning;

6. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training;

7. Internships and work experience that are linked to careers;

8. Workforce preparation activities;

9. Financial literacy services;

10. Out-of-area job search assistance and relocation assistance;

11. English language acquisition and integrated education and training programs; and

(m) Follow up services, including counseling regarding the workplace, for participants in workforce investment activities authorized under this subtitle who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

B. <u>Adult Eligibility Criteria</u>

(1) To be an eligible Adult under Title I of the Workforce Innovation and Opportunity Act (WIOA), an individual must meet all three of the following criteria:

(a) Be 18 years of age or over;
(b) Comply with the provisions of Military Selective Service Act; and
(c) Be lawfully eligible to work in the United States.

C. <u>Dislocated Worker Eligibility</u>

(1) In addition to meeting the requirements listed above for eligible Adults, an individual must meet any <u>one</u> of the five following categories (a-e) of eligibility:

(a) (i) Has been terminated or laid off, or who has received a notice of termination or layoff from employment; **and**

(ii) Is eligible for or has exhausted entitlement to unemployment compensation, or

Has been employed for a duration sufficient to demonstrate, to the appropriate entity at a One Stop Center, attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that was not covered under a State unemployment compensation law; **and**

(iii). Is unlikely to return to a previous industry or occupation.

"Unlikely to return to a previous industry or occupation" is defined as follows: Unlikely to obtain employment in a previous industry or occupation within six (6) months from date of termination or layoff due to general economic conditions of the area. Consideration will be given to declining industries or occupations or obsolete individual skills in a demand occupation or industry that could preclude an individual from being competitive or finding re-employment in the current occupation without the upgrading of skills.

(b) (i) Has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise; or

(ii) is employed at a facility where the employer has made a general announcement that such facility will close within 180 days.

For purpose of eligibility to receive services other than training services, career service, or supportive services, is employed at a facility at which the employer has made a general announcement that such facility will close;

(c) Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters;

(d) Is a Displaced Homemaker;

(e) (i) Is the spouse of a member of the Armed Forces on active duty (as defined in section 10(d)(1) of title 10, United States Code), and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or

(ii) Is the spouse of a member of the Armed Forces on active duty and who is unemployed and is experiencing difficulty on obtaining or upgrading employment.

D. Training Services

(1) Eligibility - shall be used to provide training services to adults and dislocated workers, respectively -

(a) Who, after an interview, evaluation, assessment, and career planning, have been determined by a One-Stop Operator or One-Stop Partner, as appropriate, to:

- Be unlikely or unable to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through the career services previously described;

- Be in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment; and

- Have the skills and qualifications to successfully participate in the selected program of training services;

(b) Who select programs of training services that are directly linked to the employment opportunities in the local area or the planning region, or in another area to which the adults or dislocated workers are willing to commute or relocate;

(c) Who meet the requirements of subparagraph(2) below; and

(d) Who are determined to be eligible in accordance with the priority system in effect.

<u>Note</u> - Nothing in this section shall be construed to mean that an individual is required to receive career services prior to receiving training services.

(2) <u>Qualification</u>

(a) <u>Requirement</u> – not withstanding section 479B of the Higher Education Act of 1965 (20 U.S.C. 1087 uu) provision of such training services shall be limited to individuals who:

- Are unable to obtain other grant assistance for such services, including Federal Pell Grants established under subpart 1 or part A of title IV of the Higher Education Act of 1965 (20 U.S.C. 1070a et. Seq.); or

- Require assistance beyond the assistance made available under other grant assistance programs, including Federal Pell Grants

(b) <u>Reimbursements</u> – Training services may be provided under this paragraph to an individual who otherwise meets the requirements of the paragraph while an application for a Federal Pell Grant is pending, except that if such individual is subsequently awarded a Federal Pell Grant, appropriate reimbursement shall be made to the local area from such Federal Pell Grant.

(c) Consideration – In determining whether an individual requires assistance under this clause, a One-Stop Operator (or One-Stop Partner, where appropriate) may take into consideration the full cost of participating in training services, including the costs of dependent care and transportation, and other appropriate costs.

(3) Training Services – may include:

- Occupational Skills Training, including training for nontraditional employment ;
- On the Job Training;
- Incumbent Worker Training;
- Programs that combine workplace training with related instruction, which may include cooperative education programs;
- Training programs operated by the private sector;
- Skill upgrading and retaining;
- Entrepreneurial training;
- Transitional jobs;
- Job Readiness Training;
- Adult Education and Literacy Activities;
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

E. Priority of Service

With respect to funds for adult employment and training activities, priority shall be given to recipients of public assistance, other low income individuals, and individuals who are basic skills deficient for receipt of career services and training services.

F. Customer Choice Requirements

(1) Training services provided under this paragraph shall be provided in a manner that maximizes customer choice in the selection of an eligible provider of such services.

(2) The WDB shall make available the list of eligible providers of training services to successful proposers.

(3) An individual who seeks training services and who is eligible pursuant to subparagraphs (B)(E), may, in consultation with a Case Manager, select an eligible provider of training services from the list of providers. Upon such

selection, the Program Operator involved shall, to the extent practicable, refer such individual to the eligible provider of training services, and arrange for payment for such services through an individual training account.

(4) Each Program Operator may coordinate funding for individual training accounts with funding from other Federal, State, local, or private job training programs or sources to assist the individual in obtaining training services.

(5) Priority consideration shall be given to programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area.

G. Level of Service

The New River/Mount Rogers Workforce Investment Area Consortium Board will negotiate the level of service in accordance with the adult/dislocated worker portion of the strategic plan to insure that area-wide we are in compliance with all Federal and State requirements.

H. Adult/Dislocated Worker Performance Requirements

Under WIOA the following performance standards will apply to the Adult and Dislocated Worker programs:

1. Entered Employment Rate – Adult-75%
   DLW-81%

   Note: The WIOA definition of the calculation methodology for this standard has not been released. Information will be provided to successful proposers once received.

2. Employment Retention Rate – Adult-84%
   DLW-90%

   Note: The WIOA definition of the calculation methodology for this standard has not been released. Information will be provided to successful proposers once received.

3. Average Earnings – Adult - $10,000
   DLW - $14,250

   Note: The WIOA definition of the calculation methodology for this standard has not been released. Information will be provided to successful proposers once received.

New WIOA Performance Standards for Adults and Dislocated Workers yet to be defined:

- Credential Rate
- In Program Skills Gain
- Employer Measure

Customer Satisfaction

Employer	72%
Participant	72%

Average cost per client served	$3,500
Average Cost per placement (Dislocated Worker)	$4,500
Average cost per placement (Adult)	$5,000

Virginia Workforce Council Requirement

CRC Attainment (Adult/DLW)	25%
Employment and Credential Rates (Adult)	62%
Employment and Credential (DLW)	66%

I. PROGRAM EXPENDITURES
A minimum of 50% of all Adult/DLW contract funds expended must be expended on "Training" as defined in Virginia Workforce Letter (VWL)#14-17 attached as attachment B.

5. DELIVERER OF YOUTH PROGRAM SERVICES

WIOA provides year round employment and training services to eligible youth who establish educational and career goals and work toward them via WIOA funded activities.

A. YOUTH ELIGIBILITY TO RECEIVE SERVICES

1. An individual who is at least 14 and not more than 24 shall be eligible to participate in the WIOA Title I Youth Program if such individual:

   Meets General Eligibility, which consists of providing a verification source for each applicable category:

   - Citizenship or Eligible to Work
   - Selective Service Registrant (if applicable)

2. Out of School Youth- means an individual who is:

   (a) Not attending any school (as defined under State law);

(b) Not younger than age 16 or older than age 24; and

(c) One or more of the following:

- A School Dropout
- A youth who is within the age of compulsory 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:
  basic skills deficient; or
  an English Language Learner
- An individual who is subject to the juvenile or adult justice system.
- A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043c-2(6)), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), 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 educational program to secure or hold employment.

3. In School Youth - means an individual who is:

(a) Attending School (as defined by State law)

(b) Not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21;

(c) A low income individual; and

(d) One or more of the following:

- Basic Skills Deficient
- An English Language Learner
- An Offender
- A Homeless Individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for

assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out of home placement.
- Pregnant or Parenting
- A youth who is an individual with a disability;
- An individual who requires additional assistance to complete an educational program or to secure or hold employment.

4. **Exception** - not more than 5% of participants assisted under the youth program may be individuals who do not meet the low income criteria to be considered eligible youth. Prior written approval must be received by Board staff prior to the individual being served.

5. **Limitation –** not more than 5% of the in-school youth served may be determined eligible under the barrier, "An individual who requires additional assistance to complete an educational program or to secure or hold employment".

   Note: Detailed program eligibility guidelines are contained in Virginia Workforce Letter (VWL)#00-02, "Eligibility Guidelines". A copy of VWL #00-02 will be provided to successful proposers by the WDB.

B. OUT OF SCHOOL PRIORITY

Not less than 75% of contract funds shall be used to provide youth program activities for out of school youth.

C. YOUTH PROGRAM DESIGN, ELEMENTS AND REQUIREMENTS

WIOA is a very specific when addressing youth programs. Local youth programs offer year-round services and are designed to provide:

- Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential;

- Preparation for postsecondary educational and training opportunities;

- Strong linkages between academic instruction (based on State academic content and student academic achievements standards established under section 1111 of the Elementary and Secondary Education Act of 1956 (20 U.S.C. 6311) and occupational education that lead to the attainment of recognized postsecondary credentials;

- Preparation for unsubsidized employment opportunities, in appropriate cases; and

- Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.

Program Design

1. Provide an objective assessment of the academic levels, skill levels, and service needs of each participant, which assessments shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such participants, for the purpose of identifying appropriate services and career pathways for participants, except that a new assessment of a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent assessment of the participant conducted pursuant to another education or training program.

2. Develop service strategies for each participant that are directly linked to and that shall identify career pathways that include education and employment goals (including, in appropriate circumstances, nontraditional employment), appropriate achievement objectives, and appropriate services for the participant taking into account the assessment conducted, except that a new service strategy for a participant is not required if it is appropriate to use a recent strategy developed for the participant under another education or training program.

3. Provide activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential;

4. Provide preparation for postsecondary educational and training opportunities;

5. Provide strong linkages between academic instruction and occupational education that lead to attainment of recognized postsecondary credentials;

6. Provide preparation for unsubsidized employment opportunities, in appropriate cases; and

7. Provide effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets;

Program Elements

1. Tutoring, study skills training, instruction, and evidence based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;

2. Alternative secondary school services, or dropout recovery services, as appropriate;

3. Paid and unpaid Work Experiences that have as a component academic and occupational education, which may include:

    - Summer employment opportunities and other employment opportunities available throughout the school year;
    - Pre-apprenticeship programs;
    - Internships and job shadowing; and
    - On the Job Training opportunities.

4. Occupational skill training, which shall include priority consideration for training programs lead to recognized postsecondary credentials that are aligned with in demand industry sectors or occupations in the local area.

5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;

6. Leadership Development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;

7. Supportive Services;

8. Adult mentoring for the period of participation and a subsequent period, for a total of not less than twelve (12) months;

9. Follow-up services for not less than twelve (12) months after the completion of participation, as appropriate;

10. Comprehensive guidance and counseling , which may include drug and alcohol abuse counseling and referral, as appropriate;

11. Financial literacy education;

12. Entrepreneurial skills training;

13. Services that provide labor market and employment information about in demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and

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

Additional Requirements

1. Information and Referrals – each participant shall be provided:

    - Information on the full array of applicable or appropriate services that are available through the local Board or other eligible providers or one stop partners, including those providers or partners receiving funds under this Act, and;
    - Referral to appropriate training and educational programs that have the capacity to serve the participant either on a sequential or concurrent basis.

2. Applications Not Meeting Enrollment Requirements – each eligible provider of a program of youth workforce investment activities shall ensure that an eligible applicant who does not meet the enrollment requirements of the particular program or who cannot be served shall be referred for further assessment, as necessary, and referred to appropriate programs to meet the basic skills and training needs of the applicant.

D. PRIORITY OF SERVICE

Not less than 25% of contract funds expended shall be used to provide in-school youth and out-of-school youth with paid and unpaid work experience activities as described in section (G).

E. SUPPORTIVE SERVICES FOR YOUTH

Supportive services may include the following:

Assistance with child care and dependent care costs;

Assistance with transportation;

Assistance with housing costs;

Referrals to medical services; and

Assistance with uniforms or other appropriate work attire and work-related tool costs, including such items as eyeglasses and protective eye gear.

Other supportive services as may be approved by the Workforce Development Board.

F. FOLLOW-UP SERVICES FOR YOUTH

Follow-up services for youth may include:

Leadership Development;
Supportive Service;
Employability; and
Positive social skills.

Positive social skills – the term "positive social skills" means those soft skills that may be incorporated into local programs as part of a menu of services.

G. WORK EXPERIENCES FOR YOUTH

Work experiences are planned structured learning experiences that take place in a workplace for a limited period of time. These activities are designed to provide youth with exposure to working world and the demands and requirements of going to work. These experiences should assist youth in gaining the necessary personal attributes, knowledge, and skills needed to obtain a job and advance in employment.
These experiences may be paid or unpaid and must contain as a component academic and occupational education.

Work experience workplaces may be in the private, for-profit sector; the non-profit sector, or the public sector.

Participation in work experience activities, as with any other activity funded under WIOA, should be based on the needs identified by the objective assessment of the individual youth participant and documented in the youth's individual service strategy.

Work Experience activities also include the following:

1. Summer Employment Opportunities and other employment opportunities available throughout the school year;
2. Pre-apprenticeship Programs;
3. Internships and Job Shadowing; and
4. On-the-Job Training opportunities.

H. PROCUREMENT REQUIREMENTS

All required program elements not directly provided by the Youth Services Program Operator must be competitively procured. This includes, but not limited to, occupational skills training, tutoring, and supportive services. Documentation of all competitive procurement activities must be maintained on site and are subject to verification during annual compliance monitoring reviews conducted by Workforce Development Board staff.

I. CONCURRENT ENROLLMENT FOR YOUTH

For purposes of WIOA, eligible youth are 14 through 24 years of age. Adults are defined as individuals 18 and older. Individuals 18 through 24 may be eligible for both adult and youth programs.

Eligible individuals who are 18 through 24 years old may concurrently participate in adult and youth programs. These individuals must meet the eligibility requirements of both the youth and adult programs applicable to the services they are receiving.

J. APPLICABILITY OF INDIVIDUAL TRAINING ACCOUNTS (ITA) FOR YOUTH

Individuals aged 18 and older may be eligible for training services under adult and dislocated worker programs, and may receive an Individual Training Account through the One-Stop System programs. To the extent possible, all youth participants should be involved in the selection of educational and training activities.

K. SUMMER EMPLOYMENT PROGRAMS

Summer employment opportunities that link academic and occupational learning as one part of the comprehensive local program design. Summer programs under WIOA are not intended to be stand alone programs. Rather, the summer program is part of a comprehensive service strategy for addressing youth employment and training needs. Youth, who participate in summer employment opportunities, must be provided a minimum of 12-month follow-up services.

L. LEVEL OF SERVICE

The New River/Mount Rogers Workforce Investment Area Consortium Board will negotiate the level of service in accordance with the youth portion of the strategic plan to insure that area-wide we are in compliance with all Federal and State requirements.

M. YOUTH PERFORMANCE REQUIREMENTS

Under WIOA the following performance standards will apply to the Youth program.

1. Placement in Employment/Education/Training – 62%

   Note: The WIOA definition of the calculation methodology for this standard has not been released. Information will be provided to successful proposers once received.

2. Credential Rate – 62%

   Note: The WIOA definition of the calculation methodology for this standard has not been released. Information will be provided to successful proposers once received.

New WIOA Performance Standards for Youth yet to be defined:

- Retention in Employment/Education/Training
- Earnings
- In Program Skills Gain
- Employer Measure

Virginia Workforce Council Requirement

CRC Attainment for Older Youth – 25%

Cost – The average cost per participant to be served cannot exceed $5,000.

N. COORDINATION OF RESOURCES/SERVICES

All program activities must be coordinated with available resources to insure proper utilization of available resources/services and non-duplication of available services. Proposal must reflect efforts made by the proposer to attempt to secure additional funding/resources in the community to increase service levels to participants.

O. HANDICAPPED ACCESSIBILITY

All offerors must ensure that their facilities comply with all provisions and requirements as contained in the Americans with Disabilities Act. Additionally, offerors must ensure compliance with the access checklist for disabilities as contained in State Policy #00-9.

P. SIGNIFICANT SEGMENT SERVICE LEVELS

In-school youth served —	25%	maximum
Out-of-school youth served —	75%	minimum

6. ADMINISTRATIVE FUND AVAILABILITY

Administrative funds are only allowable for the One Stop Operator when administrative functions are provided that are over and above those normally provided. The maximum amount available to the One Stop Operator is $50,000.

7. COST SPECIFICATIONS

All costs incurred by sub-recipients associated with agreements that are for the delivery of services are considered program cost. Any incidental administration in the process of service delivery is also considered a program cost.

8. BONDING

All proposers must have in place a current, in force, fidelity bond in order to be considered for the awarding of a contract. Coverage will be in the sum of $100,000. Once contracts are awarded, the face value of the bond must be at least the total of all WIOA contracts awarded or $100,000 whichever is less. The bond must be applicable only to the Workforce Consortium Board and irrevocable during the contract period.

9. LIABILITY DISTRIBUTION POLICY

All entities/organizations funded, either partially or wholly using Workforce Innovation and Opportunity Act funds, will be required to obtain, have in force and produce documentation of coverage necessary to cover any disallowed cost that may result from their activities under the Workforce Innovation and Opportunity Act. All entities must meet this requirement as a condition of receiving a contract with the Consortium Board and subsequent funding.

10. AREAS OF SERVICE

Only jurisdictions within Planning Districts 3 and 4 of Virginia

PART III

PROPOSAL PACKAGE

a. Proposal Summary Form

b. Proposal and Award Sheet

c. Contract Performance and Statement of Work Responsibilities Form

d. Certification Regarding Indemnification

e. Certification Regarding Drug-Free Workplace

f. Certification Regarding Debarment/Suspension

g. Certification Regarding Lobbying

h. Certification Regarding Compliance with Nondiscrimination and Equal Opportunity Laws and Regulations

i. Offeror's Standard Information

j. Statement of Work

k. Budget Information

l. General Terms and Conditions

ADULT/DLW PROPOSAL SUMMARY FORM

NAME OF PROPOSER:

AMOUNT REQUESTED: $ ______________ TOTAL TO BE SERVED:

AREA TO BE SERVED:

BRIEF SUMMARY OF PROPOSED PROGRAM

TARGET GROUPS	NUMBER	PERCENT
Adults		
Youth (18-24) Served as Adults		
Welfare		
Minorities		
Individuals with a Disability		
Cost Per Participant: $ Cost Per Placement: $		

YOUTH PROPOSAL SUMMARY FORM

NAME OF PROPOSER:

AMOUNT REQUESTED: $ ______________ TOTAL TO BE SERVED:

AREA TO BE SERVED:

BRIEF SUMMARY OF PROPOSED PROGRAM

TARGET GROUPS	NUMBER	PERCENT
In-School		
Out-of-School		
Welfare		
Minorities		
Individuals with a Disability		
Cost Per Participant: $		

PROPOSAL AND AWARD SHEET

1. ISSUING ACTIVITY:

New River/Mount Rogers Workforce Investment
Area Consortium Board
For: WIA #2

2. SEND TO:

New River/Mount Rogers WIA Consortium Board
6580 Valley Center Drive, Suite 119
Radford, VA 24141

3. PROGRAM:

4. SOLICITATION NO.:

5. DATE ISSUED: 01/8/16

6. CONTRACT NO.:

7. DURATION:
FROM_ July 1, 2016 ___TO__ June 30, 2017____

GENERAL SOLICITATION REQUIREMENTS

1. Sealed offers must be returned to the address noted above in Block No. 2 no later than **4:30 p.m.** on **March 11 , 2016**.
2. All offers are subject to compliance with items listed in the schedule below.

SCHEDULE

I. Certifications
II. Offeror=s Standard Information
III. Statement of Work
IV. Budget Information
V. Special Terms and Conditions
VI. General Terms and Conditions

8. TYPE OF ORGANIZATION: (Check ones appropriate):

_____ Proprietorship	_____ Local Govt. Agency	_____ Non-profit	_____ Other (Specify)
_____ Partnership	_____ State Govt. Agency	_____ Minority Owned	___________________
_____ Corporation	_____ Profit-making	_____ Small Business	___________________

OFFER

The undersigned offers and agrees to furnish and abide by all items listed in the Schedule and the price offered within the time specified. This offer is firm for 120 days.

9. OFFEROR (LEGAL NAME AND ADDRESS):

PHONE NO.: ______________________________

10. TYPED NAME AND TITLE OF PERSON AUTHORIZED TO SIGN CONTRACT:

_______________________________ ___________
SIGNATURE DATE

11. AWARDED WITH FOLLOWING STIPULATION(S):

CONTRACT FUNDING SUMMARY

12. CONTRACT

PY 16 TITLE I

Period: From__7/1/16_____To__6/30/17____

NOTE: Should additional funds become available during the program year, Program Operator is entitled to consideration of such additional monies. This is not a guarantee of additional funding but only an option that may be exercised by the Consortium Board.

13. INITIAL AWARD AMOUNT: $___________________

14. CONSORTIUM BOARD EXECUTIVE DIRECTOR:

____
SIGNATURE

15. CONSORTIUM BOARD CHAIR:

____
SIGNATURE

CONTRACT PERFORMANCE AND STATEMENT OF WORK RESPONSIBILITIES

In acceptance of program funding, I agree to provide/comply with the following:

1. Client Outreach/Recruitment
2. Client Suitability Determination
3. Initial Assessment/Referral for Certification
4. Objective Assessment
5. Development and implementation of an Individual Service Strategy
6. Documented counseling contacts
7. Proper completion and maintenance of applicable required program documentation forms.
8. Reporting for reimbursement only allowable expenditures contained in approved contract budget
9. Adhere to all performance standards as specified in the RFP and contained herein.
10. Specific training/services activities and components to be provided are outlined below. Activities are a part of overall program operations but all activities are not applicable to <u>all</u> clients. Client participation in specific activities will be based on each individual client's objective assessment and Individual Service Strategy.

    A. ______________________________

    B. ______________________________

    C. ______________________________

    D. ______________________________

    E. ______________________________

    F. ______________________________

    G. ______________________________

    H. ______________________________

    I. ______________________________

    J. ______________________________

    K. ______________________________

    L. ______________________________

11. Adherence to specifications contained in the following:

    A. General Provisions
    B. Workforce Innovation and Opportunity Act
    C. All Applicable Federal/State Policies
    D. All Applicable WDB Policies

We the undersigned agree to abide by the terms and conditions outlined above and changes are acceptable only if mutually agreed to by way of a signed contract modification.

______________________________ ______________________________

AGENCY REPRESENTATIVE WDB STAFF REPRESENTATIVE

I. CERTIFICATIONS

A. Certification Regarding Indemnification

B. Certification Regarding Drug-Free Workplace Requirements

C. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

D. Certification Regarding Lobbying

E. Certification Regarding Compliance with Nondiscrimination and Equal Opportunity Laws and Regulations

CERTIFICATION REGARDING INDEMNIFICATION

It is understood by the agency and signatory for the receiving agent that, hereafter, they will accept responsibility for the funds and their program. It is understood that each receiving agency is responsible for adhering to the rules/regulations promulgated by the Workforce Innovation and Opportunity Act, U.S. Department of Labor, Virginia Community College System, and New River/Mount Rogers Workforce Development Board in the performance of their contract.

With this understanding of responsibility, all WIOA contractors will account for all Federal funds, WIA/WIOA property and program income, if generated. The receiving agency hereby agrees to indemnify, reimburse and save harmless the New River/Mount Rogers Workforce Development Board and Consortium Board, for any mistakes, errors of judgments, malfeasance, theft, or other actions by the receiving agency or their staff which result in disallowed cost.

____

Name of Agency

____

Name and Title of Authorized Representative

____

Signature of Authorized Representative Date

Certification Regarding Drug-Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1978, 29 CFR Part 98, Sections 98.305, 98.320, and Subpart F.

In addition, this certification is a material representation of fact upon which reliance is placed when the agency determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

A. The prospective grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee=s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee=s policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement, and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), with respect to any employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.

(1) Taking appropriate personnel action against such an employee up to and including termination; or

(2) 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.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below, or include as a separate attachment, a listing of the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, and zip code)

____

____

____

____
Name of Organization

____
Name and Title of Authorized Representative

____
Signature of Authorized Representative Date

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 May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form 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.

____

Name and Title of Authorized Representative

____

Signature of Authorized Representative Date

INSTRUCTIONS FOR CERTIFICATION

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 its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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 the DOL.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause title "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 it 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 <u>List of Parties Excluded from Procurement or Non-procurement Programs</u>.

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.

CERTIFICATION REGARDING LOBBYING

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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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, 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.

____

Grantee/Contractor Organization

____

Name of Certifying Official	Signature	Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g. the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants, and contract awards under grants.

5. If the organization filing the report in item 4 checks "sub-awardee," then enter the full name, address, city, state, and zip code of the prime Federal Recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g. ARFP-DE-90-001.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10.(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: G a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Action: G a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: G a. Initial filing b. Material change For Material Change Only: Year ____ Quarter ______ Date of last report ______________

4. Name and Address of Reporting Entity: [ ] Prime [ ] Sub-awardee Tier _______, if known. Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:	9. Award Amount, if known: $

1. 10. a. Name and Address of Lobbying Entity address if
2. (If individual, last name, first name, MI):

b. Individual Performing Services (including different from No. 10. a.) (last name, first name, MI):

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): $ _________________ [ ] Actual [ ] Planned	13. Type of Payment (Check all that apply): [ ] a. Retainer [ ] b. One-time fee [ ] c. Commission [ ] d. Contingent fee [ ] e. Deferred [ ] f. Other; specify: ___________________
12. Form of Payment (check all that apply): [ ] a. Cash [ ] b. In-kind; specify: nature _______ value _______	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: [ ] Yes [ ] No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a cash penalty of not less than $10,000 and not more than $100,000 for each such failure..	Signature: ______________________________ Print Name: ______________________________ Title: ______________________________ Telephone No.: ______________________________ Date: ______________________________

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DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: ______________________________ **Page** _____ **of**

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Standard Form - LLL-A

CERTIFICATIONS REGARDING COMPLIANCE WITH NONDISCRIMINATION AND EQUAL OPPORTUNITY LAWS AND REGULATIONS

<u>Certification of Contracts, Grants, Loans, and Cooperative Agreements</u>

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

As a condition to the award of financial assistance under WIOA from the Department of Labor, the grant applicant assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, 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; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

This certification is a material representation of fact upon which reliance was placed when this agreement was made or entered into. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the nondiscrimination and equal opportunity laws and regulations, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the nondiscrimination and equal opportunity laws and regulations.

Signature of Authorized Certifying Official	Title
Applicant Organization	Date Submitted

OFFEROR'S STANDARD INFORMATION

One copy of the following information regarding the offeror's agency must be submitted. Number your responses to correspond with the numbers here:

1. Name, title, address, and telephone number of person(s) with authority to negotiate and contractually bind the offeror.

2. Name, title, and telephone number of person(s) who may be contacted during the period of proposal evaluation.

3. If your organization is a corporation, a Certificate of Incorporation must be submitted with the proposal. If the certificate is over 30 years old, then the proposer must also submit a copy of the latest annual report for the State Corporation Commission. For all other non-governmental organizations, it is necessary for the proposer to submit a signed, notarized affidavit which specifies how the business is organized (partnership or proprietorship). If not a partnership or proprietorship, then the organization must be explained. For governmental organizations, no certification of legal status is necessary.

4. If your organization claims non-profit status, evidence of the non-profit status must be submitted.

5. Provide a brief synopsis of your experience relating to this program.

6. Briefly describe your organization and related administrative structure. An organizational chart of the program staff with an explanation of the minimum qualifications and responsibilities for each non-clerical position must be submitted.

7. Describe the financial management system that your agency operates. In answering this part, be sure to include the following in your reply:

a. Type of accounting system: cash or accrual

b. List of subsidiary books and registers that are maintained

c. What your accounting month is (example: calendar month of 16th-15th)

Describe the internal control procedures currently in force to safeguard all monies and property (example: blank checks kept in locked safe with limited access by duly-authorized individuals). Also, list the name, title, address, and telephone number of the individual who will be responsible for the accounting functions of the proposed contract.

8. Offerors must include a copy of their employee grievance procedure.

9. All proposers must have in place a current, in force, fidelity bond in order to be considered for the awarding of a contract. Coverage will be in the sum of $100,000. Once contracts are awarded, the face value of the bond must be at least the total of all WIOA contracts awarded or $100,000, whichever is less.

10. All proposers must have in force and produce documentation of coverage necessary to cover any disallowed cost that may result from their activities under the Workforce Innovation and Opportunity Act. This requirement applies only if a contract is awarded.

11. List all job titles and job descriptions of any position funded by this contract. This includes positions funded totally or in part by this contract.

12. For proposers leasing office space which is being charged to WIOA, a copy of the lease is required to be submitted. The lease must specify, at a minimum, space to be leased and square footage cost of leased space. Documentation of the reasonableness of square footage cost must be submitted.

    For agencies occupying agency-owned space which is not being leased, a statement must be submitted specifying the agency space being contributed to WIOA staff for the operation of the program. At a minimum, this must include square footage contributed and the number of individual offices/rooms occupied for WIOA purposes.

STATEMENT OF WORK
ONE STOP OPERATOR/ADULT/DLW

The Statement of Work will describe how the offeror proposes to meet the specifications described in the Request for Proposal (RFP) Part II. Number your responses to correspond to the numbers here. **If an item is not applicable, write "NA" next to the appropriate number.** Responses must be in statement form.

1. Identify the type(s) of program(s) being proposed.

2. Provide a detailed description of proposed program activities, including justification and documentation. All objective assessment processes, including development of an Individual Service Strategy, must be addressed. Program activities must be justified by the Objective Assessment and Individual Service Strategy. Proposal must reflect the availability of all required Program elements to all clients being served.

3. Provide a detailed overview of how RFP Part II (Item 3) specifications for One Stop Operators will be adhered to. All required areas in RFP Part II (Item 3) must be addressed in this section.

4. For proposed programs to deliver Adult/Dislocated Worker Services, elaborate on how the proposed program will adhere to specifications contained in RFP Part II, Item 4. Show in detail how program design elements will be executed in order to meet desired performance measures.

5. All Program Operators will be required to utilize the State mandated online system of record for data entry. This system is called VOS (Virginia's One Stop System) and requires that staff possess the following minimum technical requirements:

   A. Strong internet knowledge to include search experience.

   B. Proficient in Internet Explorer, Mozilla Firefox and/or Google Chrome.

   C. Keyboarding Skills.

D. Data Entry Experience.

6. Complete a flowchart on the proposed One Stop Delivery System and customer referral within the system. Illustrate how a participant will proceed through the proposed program, and how clients will avail themselves of the required program elements. A narrative description of this delivery system and flowchart is required.

7. Provide specific information on how the proposed program will achieve customer satisfaction and continuous improvement.

8. Provide a description of the participant outreach/recruitment process.

9. Describe the target groups and the significant segments to be served.

10. Describe the proposed supportive services to be offered participants including the method used to determine need, if applicable; if not, respond with “NA”.

11. Describe how the program adheres to the performance standards as outlined in Part II of the specifications. Describe a continuous improvement plan that would concentrate on improving performance through program design and elements for each required performance measure.

12. Indicate how program services will be marketed to the public and area businesses and the strategies and methods that will be used.

13. Describe the non-WIOA resources utilized to provide additional services to participants.

14. State the geographic area to be served.

15. Provide a statement indicating that your agency will comply with the General Terms and Conditions as contained in this package and all changes thereto.

STATEMENT OF WORK

TITLE I YOUTH ACTIVITIES

The Statement of Work will describe how the offeror proposes to meet the specifications described in the Request for Proposal (RFP) Part II. Number your responses to correspond to the numbers here. If an item is not applicable, write "NA" next to the appropriate number. Responses must be in statement form.

1. Identify the type(s) of program(s) being proposed.

2. Provide a detailed description of proposed program activities, including justification and documentation. All objective assessment processes, including development of an Individual Service Strategy, must be addressed. Program activities must be justified by the Objective Assessment and Individual Service Strategy. Proposal must reflect the availability of all required Youth Program elements to all clients being served. Show in detail how program design elements will be executed in order to meet desired performance measures. List any professional responsibilities and background requirements for operational staff, specifically case managers.

3. All Program Operators will be required to utilize the State mandated online system of record for data entry. This system is called VOS (Virginia's One Stop System) and requires that staff possess the following minimum technical requirements:

   A. Strong internet knowledge to include search experience

   B. Proficient in Internet Explorer, Mozilla Firefox and/or Google Chrome

   C. Keyboarding Skills

   D. Data Entry Experience

   Describe how your staff will meet the above requirements and what steps you will take to insure that all data entered into VOS is up to date, complete and accurate.

4. Complete a Flowchart to illustrate how a participant will proceed through the proposed Youth activities, and how clients will avail themselves of the required program elements. Provide a narrative description of the Flowchart.

5. Describe the proposed supportive services to be offered participants including the method used to determine need, if applicable; if not, respond with "NA."

6. Provide a description of the participant outreach/recruitment process.
7. Describe the target groups and the significant segments to be served.
8. Describe how the program adheres to the performance standards as outlined in **Part II** of the specifications. Describe a continuous improvement plan that would concentrate on improving performance through program design and elements for each required performance measure.
9. Describe how proposed program activities adhere to the Youth portion of the Strategic Plan.
10. Indicate how program services will be marketed to the public and area businesses and the strategies and methods that will be used.
11. Describe the non-WIOA resources utilized to provide additional services to participants.
12. State the geographic area to be served.
13. Provide a statement indicating that your agency will comply with the General Terms and Conditions as contained in this package and all changes thereto.

BUDGET DATA

COST REIMBURSEMENT CONTRACTS

ONE STOP OPERATOR/DELIVERER OF WIOA TITLE I SERVICES

Contract No. ______________________________
Modification No. ______________________________
Date: ______________________________

CONTRACTOR____

	% of Total	Amount
1. Administrative Costs		$
2. Operational Costs		$
3. Case Management Costs		$
4. Career Services Costs		$
5. Supportive Services Costs		$
6. Needs Based Payments Costs		$
7. Training Costs		$
TOTAL CONTRACT AMOUNT	100%	$

ONE STOP OPERATOR ADMINISTRATIVE COSTS

CONTRACTOR: ______________________________

CONTRACT NO. : ______________________________

MODIFICATION NO. : ______________________________

DATE: ______________________________

Specify individual categories/items for which funds are being budgeted.

	Item	***Budget***
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
	TOTAL	**$**

PROGRAM COSTS

CONTRACTOR ______________________
CONTRACT NO. ______________________
MODIFICATION NO. ______________________
DATE ______________________

I. **OPERATIONAL COSTS**

A. Personal Services (From Staff Worksheet)		$ ________
B. Fringe Benefits (Staff)		$ ________
C. Travel		$ ________
D. Communications		$ ________
E. Utilities		$ ________
F. Materials/Supplies		$ ________
G. Insurance		$ ________
H. Contractual Services (Specify)		$ ________
1. ______________________	$ ________	
2. ______________________	$ ________	
3. ______________________	$ ________	
I. Leases/Rentals		$ ________
J. Miscellaneous		$ ________
1. Advertising	$ ________	
2. Reproduction	$ ________	
3. Other (Specify)	$ ________	
______________ $ ________		
______________ $ ________		
______________ $ ________		
OPERATIONAL COSTS TOTAL		$ ________

II. **CASE MANAGEMENT COSTS**

A. Personal Services (From Staff Worksheet) $ ____________

B. Fringe Benefits (Staff) $ ____________

C. Travel $ ____________

CASE MANAGEMENT COSTS TOTAL $ ____________

III. **CAREER SERVICES COSTS**

A. Basic Work Readiness $ ____________

B. Out of Area Job Search $ ____________

C. Follow-up Services $ ____________

D. Other Career Services

1. ______________________________ $ ____________
2. ______________________________ $ ____________
3. ______________________________ $ ____________

OTHER SUBTOTAL $ ____________

E. Other Training Services (Not Included in VI)

1. ______________________________ $ ____________
2. ______________________________ $ ____________
3. ______________________________ $ ____________

OTHER TRAINING SERVICES SUBTOTAL ____________ $ ____________

CAREER SERVICES COST TOTAL $ ____________

IV. **SUPPORTIVE SERVICES COST**

1. ______________________________ $ __________
2. ______________________________ $ __________
3. ______________________________ $ __________

SUPPORTIVE SERVICES COST TOTAL $ __________

V. **NEEDS BASED PAYMENTS COST TOTAL** $ __________

VI. **TRAINING COSTS (50% MINIMUM)**

A. Occupational Classroom Training

1. ITA's $ __________
2. Non-ITA's $ __________

OCCUPATIONAL CLASSROOM TOTAL $ __________

B. On-The-Job Training $ __________

C. Customized Training $ __________

D. Class-Size Training Contracts $ __________

E. Transitional Jobs $ __________

F. Registered Apprenticeship $ __________

G. Incumbent Worker Training $ __________

H. Work Experience/Internships

1. Work Experience $ __________
2. Internships $ __________

WORK EXPERIENCE/INTERNSHIPS TOTAL $ __________

I. Remedial Training/Pre-Vocational Services $ ______

J. Books/Fees/Travel/Materials and Related

1. Books and Supplies $ ______
2. Fees $ ______
3. Travel $ ______
4. Materials $ ______
5. Related Costs $ ______
6. ______________________ $ ______
8. ______________________ $ ______
9. ______________________ $ ______

BOOKS/FEES/TRAVEL/MATERIALS RELATED TOTAL $ ______

K. Certification Tests $ ______

TRAINING COSTS TOTAL $ ______

PROGRAM COSTS TOTAL $ ______

WORKSHEET STAFF WAGES

CONTRACTOR ______________________________

CONTRACT NO. ______________________________

MODIFICATION NO. ______________________________

DATE ______________________________

Staff Position	Annual Salary	No. Pay Periods	Pay Per Period	Personal Services					
				Program Costs				Other WIOA	Non-WIOA
				Operational		Case Management			
				%	Amount	%	Amount	%	%
TOTALS									

ADULT/DISLOCATED WORKER PROGRAM SUMMARY

CONTRACTOR ______________________________

CONTRACT NO. ______________________________

MODIFICATION NO. ______________________________

DATE ______________________________

	I.	A.	B.	II.	A.	B.	C.	III.	IV.
Report Period	Total Participants	New Enrollments	Carryovers	Total Terminations	Entered Unsubsidized Employment	Other Positive	Non Positive	Current on Board	Currently in Training
1st Qtr. 7-1 to 9-30									
2nd Qtr. 7-1 to 12-31									
3rd Qtr. 7-1 to 3-31									
4th Qtr. 7-1 to 6-30									

RELATIONSHIPS: I – II = III; A + B + C = II

SIGNIFICANT SEGMENTS
CUMULATIVE SUMMARY

Significant Segments	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Significant Segments	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.
Male					Handicapped				
Female					White (non-Hispanic)				
18-21					Black (Non-Hispanic)				
22 – 44					Hispanic				
45 – 54					American Indian & Alaskan Native				
55 & Over					Asian & Pacific Islander				
					Dropouts				

CUMULATIVE MONTHLY PROJECTED EXPENDITURES

CONTRACTOR ______________________________
CONTRACT NO. ______________________________
MODIFICATION NO. ______________________________
DATE ______________________________

COST CATEGORY	JULY 2016	AUG. 2016	SEPT. 2016	OCT. 2016	NOV. 2016	DEC. 2016
Administration						
Operational Costs						
Case Management Costs						
Career Services Costs						
Supportive Services Costs						
Needs Based Payments Costs						
Training Costs						
TOTAL						

COST CATEGORY	JAN. 2017	FEB. 2017	MAR. 2017	APR. 2017	MAY 2017	JUNE 2017
Administration						
Operational Costs						
Case Management Costs						
Career Services Costs						
Supportive Services Costs						
Needs Based Payments Costs						
Training Costs						
TOTAL						

BUDGET DATA

COST REIMBURSEMENT CONTRACTS

DELIVERERS OF WIOA ADULT/DLW SERVICES

Contract No. ______________________

Modification No. ______________________

Date: ______________________

CONTRACTOR ____

	% Of Total	***Amount***
1. Operational Costs		$
2. Case Management		$
3. Career Services		$
4. Supportive Services Costs		$
5. Needs Based Payments Costs		$
6. Training Costs		$
TOTAL CONTRACT AMOUNT	100%	$

PROGRAM COSTS

CONTRACTOR ______________________
CONTRACT NO. ______________________
MODIFICATION NO. ______________________
DATE ______________________

I. **OPERATIONAL COSTS**

A. Personal Services (From Staff Worksheet)		$ ________
B. Fringe Benefits (Staff)		$ ________
C. Travel		$ ________
D. Communications		$ ________
E. Utilities		$ ________
F. Materials/Supplies		$ ________
G. Insurance		$ ________
H. Contractual Services (Specify)		$ ________
1. ______________________	$ ________	
2. ______________________	$ ________	
3. ______________________	$ ________	
I. Leases/Rentals		$ ________
J. Miscellaneous		$ ________
1. Advertising	$ ________	
2. Reproduction	$ ________	
3. Other (Specify)	$ ________	
______________ $ ________		
______________ $ ________		
______________ $ ________		
OPERATIONAL COSTS TOTAL		$ ________

II. **CASE MANAGEMENT COSTS**

A. Personal Services (From Staff Worksheet) $ ________

B. Fringe Benefits (Staff) $ ________

C. Travel $ ________

CASE MANAGEMENT COSTS TOTAL $ ________

III. **CAREER SERVICES COSTS**

A. Basic Work Readiness $ ________

B. Out of Area Job Search $ ________

C. Follow-up Services $ ________

D. Other Career Services

1. ______________________________ $ ________
2. ______________________________ $ ________
3. ______________________________ $ ________

OTHER SUBTOTAL $ ________

E. Other Training Services (Not Included in VI)

1. ______________________________ $ ________
2. ______________________________ $ ________
3. ______________________________ $ ________

OTHER TRAINING SERVICES SUBTOTAL ________ $ ________

CAREER SERVICES COST TOTAL $ ________

IV. **SUPPORTIVE SERVICES COST**

1. ______________________________ $ __________
2. ______________________________ $ __________
3. ______________________________ $ __________

SUPPORTIVE SERVICES COST TOTAL $ __________

V. **NEEDS BASED PAYMENTS COST TOTAL** $ __________

VI. **TRAINING COSTS (50% MINIMUM)**

A. Occupational Classroom Training

1. ITA's $ __________
2. Non-ITA's $ __________

OCCUPATIONAL CLASSROOM TOTAL $ __________

B. On-The-Job Training $ __________

C. Customized Training $ __________

D. Class-Size Training Contracts $ __________

E. Transitional Jobs $ __________

F. Registered Apprenticeship $ __________

G. Incumbent Worker Training $ __________

H. Work Experience/Internships

1. Work Experience $ __________
2. Internships $ __________

WORK EXPERIENCE/INTERNSHIPS TOTAL $ __________

I. Remedial Training/Pre-Vocational Services $ ________

J. Books/Fees/Travel/Materials and Related

1. Books and Supplies $ ________
2. Fees $ ________
3. Travel $ ________
4. Materials $ ________
5. Related Costs $ ________
6. ____________________ $ ________
8. ____________________ $ ________
9. ____________________ $ ________

BOOKS/FEES/TRAVEL/MATERIALS RELATED TOTAL $ ________

K. Certification Tests $ ________

TRAINING COSTS TOTAL $ ________

PROGRAM COSTS TOTAL $ ________

WORKSHEET STAFF WAGES

CONTRACTOR ______________________________
CONTRACT NO. ______________________________
MODIFICATION NO. ______________________________
DATE ______________________________

Staff Position	Annual Salary	No. Pay Periods	Pay Per Period	Personal Services					
				Program Costs				Other WIOA	Non-WIOA
				Operational		Case Management			
				%	Amount	%	Amount	%	%
TOTALS									

ADULT/DISLOCATED WORKER PROGRAM SUMMARY

CONTRACTOR ______________________

CONTRACT NO. ______________________

MODIFICATION NO. ______________________

DATE ______________________

	I.	A.	B.	II.	A.	B.	C.	III.	IV.
Report Period	Total Participants	New Enrollments	Carryovers	Total Terminations	Entered Unsubsidized Employment	Other Positive	Non Positive	Current on Board	Currently in Training
1st Qtr. 7-1 to 9-30									
2nd Qtr. 7-1 to 12-31									
3rd Qtr. 7-1 to 3-31									
4th Qtr. 7-1 to 6-30									

RELATIONSHIPS: I – II = III; A + B + C = II

SIGNIFICANT SEGMENTS
CUMULATIVE SUMMARY

Significant Segments	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Significant Segments	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.
Male					Handicapped				
Female					White (non-Hispanic)				
18-21					Black (Non-Hispanic)				
22 – 44					Hispanic				
45 – 54					American Indian & Alaskan Native				
55 & Over					Asian & Pacific Islander				
					Dropouts				

CUMULATIVE MONTHLY PROJECTED EXPENDITURES

CONTRACTOR ____________________________
CONTRACT NO. ____________________________
MODIFICATION NO. ____________________________
DATE ____________________________

COST CATEGORY	JULY 2016	AUG. 2016	SEPT. 2016	OCT. 2016	NOV. 2016	DEC. 2016
Operational Costs						
Case Management						
Career Services						
Supportive Services Costs						
Needs Based Payments Costs						
Training Costs						
TOTAL						

COST CATEGORY	JAN. 2017	FEB. 2017	MAR. 2017	APR. 2017	MAY 2017	JUNE 2017
Operational Costs						
Case Management						
Career Services						
Supportive Services Costs						
Needs Based Payments Costs						
Training Costs						
TOTAL						

BUDGET DATA

COST REIMBURSEMENT CONTRACTS

DELIVERERS OF WIOA YOUTH SERVICES

Contract No. ______________________________
Modification No. ______________________________
Date: ______________________________

CONTRACTOR____

	% Of Total	***Amount***
1. Operational Costs		$
2. Case Management Costs		$
3. Participant Services Costs		$
TOTAL CONTRACT AMOUNT	100%	$

PROGRAM COSTS

CONTRACTOR ______________________
CONTRACT NO. ______________________
MODIFICATION NO. ______________________
DATE ______________________

I. OPERATIONAL COSTS

A. Personal Services (From Staff Worksheet) $

B. Fringe Benefits (Staff) $

C. Travel $

D. Communications $

E. Utilities $

F. Materials/Supplies $

G. Insurance $

H. Contractual Services (Specify) $

1. ______________________ $
2. ______________________ $
3. ______________________ $

I. Leases/Rentals $

J. Equipment $

K. Miscellaneous $

1. Advertising $
2. Reproduction $
3. Other (Specify)

______________________ $

______________________ $

______________________ $

OPERATIONAL COSTS TOTAL $

II. CASE MANAGEMENT COSTS

A. Personal Services (From Staff Worksheet) $

B. Fringe Benefits (Staff) $

C. Travel $

CASE MANAGEMENT COSTS TOTAL $

PROGRAM COSTS

III. PARTICIPANT SERVICES COSTS

A. Work Experience (25% minimum)

1.	Work Experience Incentives	$	
2.	Summer Employment Opportunities	$	
3.	Pre-apprenticeship Programs	$	
4.	Internships	$	
5.	Job Shadowing	$	
6.	On the Job Training	$	
	WORK EXPERIENCE SUBTOTAL		$

B. Occupational Skills Training (Non-ITA's)

1.	Tuitions/Fees	$	
2.	Books/Supplies.	$	
3.	Other (Specify)	$	
	a. ______________________	$	
	b.______________________	$	
	OCCUPATIONAL SKILLS TRAINING SUBTOTAL		$

C. Occupational Skills Training (ITA's)	$
D. Tutoring/Study Skills	$
E. Adult Mentoring	$
F. Leadership Development	$
G. Follow-up Services	$

H. Supportive Services (Specify)

1.	__________________________	$	
2.	__________________________	$	
3.	__________________________	$	
	SUPPORTIVE SERVICES SUBTOTAL		$

I. Alternative Secondary School Services		$ ______
J. Education Offered with Workforce Preparation		$ ______
K. Comprehensive Guidance and Counseling		$ ______
L. Financial Literacy Education		$ ______
M. Entrepreneurial Skills Training		$ ______
N. Career Awareness, Counseling and Exploration		$ ______
O. Prep/Transition to Post-Secondary Ed./Training		$ ______
P. Contracts for Training		$ ______
Q. Other (Specify)		
1. ______________________	$ ______	
2. ______________________	$ ______	
3. ______________________	$ ______	
4. ______________________	$ ______	
OTHER SUBTOTAL		$ ______
PARTICIPANT SERVICES COSTS TOTAL		$ ______
TOTAL PROGRAM COSTS		$ ______

WORKSHEET STAFF WAGES

CONTRACTOR ______________________

CONTRACT NO. ______________________

MODIFICATION NO. ______________________

DATE ______________________

Staff Position	Annual Salary	No. Pay Periods	Pay Per Period	Personal Services					
				Program Costs				Other WIOA	Non-WIOA
				Operational		Case Management			
				%	Amount	%	Amount	%	%
TOTALS									

YOUTH PROGRAM SUMMARY

CONTRACTOR ______________________

CONTRACT NO. ______________________

MODIFICATION NO. ______________________

DATE ______________________

Cumulative Enrollment and Termination

	I.	A.	II.	A.	B.	III.	IV.
Report Period	Total Participants	Carry-overs	Total Terminations	Placement in Employment/ Education or Training	Non-Positive	Current Participants on Board	Attained a Degree or Certificate
1st Qtr. 7-1 to 9-30							
2nd Qtr. 7-1 to 12-31							
3rd Qtr. 7-1 to 3-31							
4th Qtr. 7-1 to 6-30							

RELATIONSHIPS: I-II=III; II A + II B = II

SIGNIFICANT SEGMENTS
CUMULATIVE SUMMARY

Significant Segments	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Significant Segments	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.
Male					Handicapped				
Female					White (non-Hispanic)				
14-17					Black (Non-Hispanic)				
18 - 24					Hispanic				
In School					American Indian & Alaskan Native				
Out of School					Asian & Pacific Islander				
					Dropouts				

CUMULATIVE MONTHLY PROJECTED EXPENDITURES

CONTRACTOR ______________________________
CONTRACT NO. ______________________________
MODIFICATION NO. ______________________________
DATE ______________________________

COST CATEGORY	JULY 2016	AUG. 2016	SEPT. 2016	OCT. 2016	NOV. 2016	DEC. 2016
Operational Costs						
Case Management Costs						
Participant Services Costs						
TOTAL						
COST CATEGORY	JAN. 2017	FEB. 2017	MAR. 2017	APR. 2017	MAY 2017	JUNE 2017
Operational Costs						
Case Management Costs						
Participant Services Costs						
TOTAL						

GENERAL TERMS AND CONDITIONS

1. <u>Definitions</u>

   The following terms will have the meaning as set forth below:

   a. "May" is permissive.

   b. "Will" is imperative.

   c. "Subcontract" will mean any contract, agreement, or purchase entered into by the Contractor with a third party for the purpose of procuring property and/or services under this contract.

2. <u>Change</u>

   Changes can be made to the contract in any of the following ways:

   a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

   b. The New River/Mount Rogers Workforce Development Area Consortium (Consortium) staff representative may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Consortium a credit for any savings. Said compensation shall be determined by one of the following methods:

      1. By mutual agreement between the parties in writing; or

      2. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. The contractor shall present the Consortium with all vouchers and records of expenses incurred and savings realized. The Consortium shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Consortium within thirty (30) days from the date of receipt of the written order from the Consortium. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedure for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provisions of this contract shall excuse the contractor

from promptly complying with the changes ordered by the Consortium or with the performance of the contract generally.

3. Stop Work/Suspension of Performance

The Consortium Staff Representative may issue a stop performance notice at any time. The Contractor, upon receipt of such written notice, will immediately stop performance on the date specified in the notice and incur no further costs and will not undertake any further performance until directed to do so in writing by the Consortium Staff Representative. Any costs incurred or performances done by the Contractor after receipt of a stop performance notice is at the sole risk of the Contractor. Under no circumstances will a stop performance notice be used to terminate a contract. In any case, where it is determined that performance will not be permitted to be resumed; a formal termination notice will be issued.

4. Termination of Convenience

a. The Consortium Staff Representative reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is more than 12 months, either party, without penalty, may terminate the resulting contract after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

b. After receipt of the Notice of Termination, the Contractor will cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor will exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Contractor agrees to each of the following:

   1. Settle all outstanding liabilities and all claims arising out of such cancellation of commitments.

   2. Assign to the Issuing Activity in the manner, at the time, and to the extent directed by the Consortium Staff Representative all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated. At its direction, the Issuing Activity will have the right to settle or pay any or all claims arising out of the termination of such order and subcontracts.

5. Termination of Default

If the Contractor fails to perform under this contract or fails to make satisfactory progress so as to endanger performance, the Consortium Staff Representative will advise the Contractor in writing and the Contractor has ten (10) days from receipt of such notice to correct the condition. If the deficiency is not satisfactorily remedied, the Contractor may be determined to be in default and the contract may be terminated by the Consortium Staff Representative through written notice.

In the event of such termination, the Contractor will be paid to the date of termination of such work as has been properly performed hereunder in accordance with the payment provisions. Should it finally be determined that the Contractor has, in fact, performed properly, and then the termination will be treated as a termination for convenience.

6. Disputes

a. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Consortium Staff Representative, who will reduce the decision to writing and mail or otherwise furnish a copy of it to the Contractor. The decision of the Consortium Staff Representative will be final and conclusive unless, within thirty (30) calendar days from date of receipt of such decision, the Contractor mails or otherwise furnishes to the Consortium Staff Representative a written appeal addressed to the Issuing Activity. The decision of the Issuing Activity, or its duly authorized representative for the determination of such appeals, will be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the Consortium Staff Representative's decision.

b. The "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph "a" above; PROVIDED that nothing in this contract will be construed as making final the decision of any administrative official, representative, or board on a question of law.

7. Contract Modifications

Modifications to this contract can be effected only through the following methods:

a. The Consortium Staff Representative, when necessary, will modify the contract:

   1. By use of the "Changes" clause, or

   2. For administrative reasons (such actions have no effect on performance required or terms of the contract).

b. The Contractor may recommend revisions to the Consortium Staff Representative. When the Contractor desires to recommend revisions to the Consortium Staff Representative, the recommendation will be submitted in writing with complete budget adjustment. The

Contractor will submit the applicable revised budget page(s) with the recommendation. No modification to the contract may be implemented until finalized, unless specific written permission is granted by the Consortium Staff Representative.

8. Financial Limitation

The Issuing Activity will have no liability for any costs incurred above the ceiling limit shown in Block 13 of the Proposal and Award Sheet for this contract. Any costs incurred by the Contractor above that limit during the performance period, as specified in Block 7 of the Proposal and Award Sheet will be at the sole risk of the Contractor. This in no way restricts the right to increase the ceiling by mutual consent of both parties; provided such an increase was accomplished prior to any incurred cost exceeding the existing ceiling.

9. Eligibility Certification

The Contractor agrees that all participants in this contract must be certified eligible. Eligibility will be performed and documented by the Contractor with periodic review by Consortium staff. Any repayment of funds resulting from WIOA services provided to an ineligible participant will be the responsibility/liability of the Contractor.

10. Nondiscrimination

a. This contract is subject to the rules and regulations contained in Title VI and Title VII of the Civil rights Act of 1964 (42 U.S.C. 2000 et seq.), as amended by the Equal Opportunity Act of 1972 (42 U.S.C. 2000e), the Age Discrimination in Employment Act (29 U.S.C. 620 et seq.), the Age Discrimination Act (42 U.S.C. 6101 et seq.), the Rehabilitation Act (29 U.S.C. 794 et seq.), and the Education Amendments of 1972, Title IX-Sex. In undertaking to carry out its obligation under said Acts and Regulation(s), the Contractor specifically agrees that all work/training for which it receives federal financial assistance through this contract will be carried out in such a manner that no person involved in the work/training will be discriminated against in ways set forth in the Acts and Regulation(s) referred to above because of race, color, religion, sex, age, national origin, handicap, political affiliations, or beliefs. Contractor will make available to all participants under this contract information regarding his/her obligations under this section in such form and at such times as the Consortium Staff Representative may specify.

b. Participants under this program will be subject to the same rules and regulations, and will receive no less than those benefits/services of other employees similarly employed or trainees of the Contractor.

c. Contractor will also comply with the requirements of the Virginia Fair Employment Act.

11. Grievances or Complaints

All grievances or complaints, if not satisfied through informal discussion with appropriate supervisors, will be filed in accordance with Contractor's established grievance procedures.

Appeals to decision rendered will be processed in accordance with the procedures provided by the Consortium Staff Representative.

12. <u>Availability of Funds</u>

It is understood and agreed between the Contractor and the Workforce Development Area Consortium that the Workforce Development Area Consortium will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

13. <u>Accountability for Funds</u>

The Contractor agrees to receive, administer, disburse, and account for the said funds and such property as may be acquired therewith or otherwise be placed under its control in accordance with all applicable local, state, and federal requirements. By receipt of said funds, the Service Provider will be accountable for mis-expenditure of said funds. Any required repayment will not be by or from federal funds.

14. <u>Cost Liability</u>

Neither the Governor, the Commonwealth of Virginia, nor the New River/Mount Rogers Workforce Development Area Consortium assumes liability by virtue of this contract for any costs incurred above the amount provided pursuant to this contract for costs incurred by the Contractor that are determined to be unallowable. Any such costs will be at the sole risk of the Contractor. The foregoing provisions of this paragraph are not intended to preclude and will not be deemed to preclude the Contractor from asserting any defense that may be asserted hereafter.

The Contractor is responsible to ensure that all known outstanding financial obligations under this contract, except for wages and salaries incurred, have been paid within 60 days after the contract ending date. Upon expiration of this 60 day period, the Issuing Activity no longer has any liability for such costs, and they become the sole financial responsibility of the Contractor. Furthermore, any contract funds in the possession of the Contractor for these obligations revert to the control of the Issuing Activity and must be returned immediately, unless specifically directed otherwise in writing by the Consortium Staff Representative. In the event unusual circumstances indicate the Contractor may have difficulty satisfying such obligations within the specified time allotted, he must notify the Consortium Staff Representative in writing within 30 days after the contract ending date. Such notification will in no way be construed as relieving the Contractor of stated responsibility and liability nor as any acceptance of liability on the part of the Issuing Activity after expiration of said 60 day period.

15. <u>Allowable Costs</u>

a. Funds granted under the Workforce Innovation and Opportunity Act may be expended only for purposes specified in this contract.

b. The program activities against which program costs will be allocated, controlled, and reported are as directed in applicable regulations.

16. Payments

Payments for contract services shall be cost reimbursement only.

No payment shall be due the Contractor for work performed prior to the effective date nor beyond the termination date of the contract. Advance payment status shall be requested subject to approval by the Consortium Staff Representative.

17. Withholding of Payment

Payment of final invoice may be withheld until the Contractor has completed required actions to close out the contract.

18. Property Accountability

a. All consumable property acquired through cost reimbursement contracts, unless specifically exempted, shall revert to the Issuing Activity upon the termination of this contract. The Issuing Activity may, however, assign such property to the Contractor for use under another or a subsequent contract. Subsequent to closeout of this contract, the Issuing Activity is responsible for the relocation/disposal of all remaining property purchased under this contract.

b. The Contractor assumes responsibility for inventory control, maintenance, and physical security of non-consumable Consortium property.

c. For those Contractors on cost reimbursement, all requirements for purchase or rental of non-consumable property for direct WIOA activities must be approved by the Consortium Staff Representative (or duly-authorized representative) prior to purchasing or any commitment to purchase or acquired. (Approval of budget figures for purchasing and/or renting non-consumable property does not constitute approval for purchase or rental.)

d. Intangible Property:

    1. Inventions and Patents -- The Contractor will report promptly and fully to the Consortium any program which produces patentable items, patent rights, processes or inventions in the course of work under the WIOA contract. Unless the Contractor and the Consortium previously agreed on the disposition, the Consortium will determine whether protection of the invention or discovery will be sought. The Consortium will also determine how the invention or discovery rights, including rights under any patent issued thereon, will be allocated and administered.

    2. Copyrights -- Unless otherwise provided in the terms and conditions of the contract, the Contractor may copyright material or permit others to do so for copyrightable material developed under a contract. If any material developed under a WIOA contract is

copyrighted, the Department of Labor will have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use, the work for federal purposes.

19. Loss or Theft of Federal Property

All equipment or other non-consumable property purchased through cost reimbursement contracts is Consortium property. In any instance of loss or theft of such property, the Contractor will take the following minimum actions:

a. Report the loss or theft to local police and request a copy of the police report; and

b. Report the loss or theft in writing to the Consortium Staff Representative with a copy to the Contractor's file. Include in the report at least the following:

   1. A description of the missing article of property including the cost, serial number, WIA tag numbers, and other such pertinent information;

   2. A description of the circumstances surrounding the loss or theft; and

   3. A copy of the police report or, should the police not make such information available, a description of the report made to the police, including the date and name of the police officer who declined to make the police report available.

20. Reporting Requirements in General

Each Contractor will submit periodic reports as requested. Other requested information will be submitted no later than the date specified at the time of the request.

21. Retention of Records

a. Records will be retained in accordance with established requirements. Contractor will notify the Consortium Staff Representative prior to destroying any records pertinent to the contract. Participant records must be retained for a minimum of three (3) years after completion of last clean audit while financial records must be retained for a minimum of five (5) years. Both participant and financial records should be maintained in a secured locked file cabinet or other secured arrangement.

b. Records will be retained if audit findings have not been resolved until such time as the requirements in (a) above have been met.

22. Confidentiality of Records

The Contractor will not divulge any information regarding applicants, participants, or their families without the express written permission of the applicant or participant. Based on written agreements that ensure the privacy of program data, the contractor will provide information necessary for the purposes related to the performance or evaluation of the contract. Participant information/data may be divulged to parties having responsibilities under the contract for monitoring or evaluating the services and performances of the contract, to the Consortium Staff Representative (or duly-authorized representative) or to governmental authorities to the extent necessary for proper administration of the law.

The contractor will make available to members of the public, who request them, the names of all individuals employed in staff positions. If the participant provides express documented permission to the contractor, the contractor may make available to the public information regarding the participant to the extent the permission allows.

23. Legal Actions

The Contractor agrees to give the Issuing Activity immediate notice in writing of any action or suits filed and prompt notice of any claims made against the Contractor, Subcontractor(s), or any of the parties involved in the implementation and administration of the WIOA program.

24. Right of Access

The VCCS, the U.S. Secretary of Labor, the Comptroller General of the United States, the Workforce Investment Area Consortium, or any of their representatives will have access to work and training sites and to any books, documents, papers, and records (including computer records) of the Subcontractor(s) which are directly pertinent to this contract, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the personnel for the purpose of interviews and discussions related to such documents. The right of access is not limited to the required retention period (five years), but will last as long as the records are retained.

25. Inspections

a. All Contractor operations incident to performance under this contract will be subject to inspection by the Consortium Staff Representative (or duly-authorized representative) to the extent reasonable and practicable at all times and places during the contract period. Instances of Contractor non-compliance with requirements of this contract will be properly corrected. Failure to correct these discrepancies promptly is cause for termination of this contract for fault, as provided under "Termination for Default."

b. The inspections by the Consortium Staff Representative (or duly-authorized representative) do not relieve the Contractor from any responsibility for failure to meet contract requirements, which may be discovered at a later date.

26. Liability Clause

The Issuing Activity has no liability with respect to bodily injury, illness, or any other damages or loss to person or property, or claims in respect to any such injury, illness, damages, or losses whether concerning persons or property in the Contractor's organization or third parties. The Contractor will obtain a public liability insurance policy in accordance with Virginia State law. Premiums chargeable for the insurance will be paid by the Contractor.

27. Assurances

The Contractor assures that he/she:

a. Will fully comply with the Workforce Innovation and Opportunity Act, all federal regulations issued pursuant to the Grant, and all state and Issuing Activity policies and requirements.

b. Will establish and use internal program management procedures sufficient to prevent fraud and program abuse.

c. Will maintain auditable and otherwise adequate records, which support the expenditure of all funds under its contract.

d. Will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.) as it requires removing all architectural barriers to the handicapped.

e. Will comply with the child labor requirements of the Fair Labor Standards Act or the Child Labor Laws of Virginia, whichever is more restrictive.

f. Will comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees.

g. Will, for contracts in excess of $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857-8(c)(1)] or the Federal Water Pollution Control Act [33 U.S.C. 1319(c)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, assure that:

    1. No facility to be utilized in the performance of the contract has been listed on the EPA List of Violating Facilities.

    2. It will notice the Consortium Staff Representative of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

    3. It will include substantially this assurance, including this third part, in every non-exempt subcontract.

h. Will comply with the Executive Order 11246 (Equal Employment Opportunities), the Copeland Anti-Kick-Back Act, and the Davis-Bacon Act, whenever the Act's provisions apply to the contract.

i. Will comply with all applicable provisions of the Americans with Disabilities Act.

28. Title to Property Acquired or Materials Developed

Title to all property furnished by the Consortium will remain with the Consortium unless or until such title is specifically relinquished in writing by the Consortium. Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost or materials developed will pass to and vest in the Consortium upon delivery of such property by the vendor or materials by the Contractor. Property and materials developed, the cost of which is reimbursable to the Contractor under this contract, will pass to and vest in the Consortium upon:

a. Commencement of processing or use of such property and/or materials developed in the performance of the contract, or

b. Reimbursement of the cost thereof by the Consortium in whole or in part, whichever first occurs.

Title to Property will not be affected by the incorporation or attachment thereof to any property and/or materials not owned by the Consortium or any part thereof, which becomes a fixture or loses its identity or personality by reason of affixation to any realty.

29. Ownership of Materials

The VCCS, the USDOL, and the Consortium will have unlimited rights to any data, materials, reports, studies, photographs, negatives, films, videos, or other documents first produced or delivered under this contract.

30. Order of Precedence

In the event there are inconsistencies or conflicts in the contract, unless otherwise provided therein, the inconsistencies shall be resolved by giving precedence in the following order:

a. The Workforce Innovation and Opportunity Act,

b. State Procurement Regulations,

c. The regulations as approved by the Secretary of Labor,

d. And these General Terms and Conditions.

31. Federal Rules and Regulations

This contract is under State Procurement Regulations and the Contractor agrees to abide by these and all present or future rules and regulations imposed upon the WIOA.

32. Contingency Clause

The Contractor agrees to comply with all present or future federal and/or state rules and regulations imposed upon the Issuing Activity. The Contractor further agrees that, as a result of any changes in the Workforce Innovation and Opportunity Act Grant, passage of replacement legislation, or other legislation causing a change to current legislation which affects this contract programmatically and/or monetarily, compliance on the Contractor's part is assured. The Contractor agrees to a mutual consent modification being issued to implement changes, if such changes are considered within the scope of original intent of this contract. If such changes are not within said scope, termination of this contract by act of law will be considered to have occurred, and settlement will be under General Terms and Conditions "Termination for Convenience." Furthermore, since all funding for this contract is contingent on the availability of federal funds by authorization and appropriation for activities contained in the contract, the Issuing Activity reserves the right to unilaterally amend or terminate the contract should the necessary funding authorizations and appropriations not be made or be changed after initially being enacted.

33. Internal Organization

The Contractor agrees that it will not, by act of commission or omission, do or fail to do any act that would hinder, frustrate or delay the performance of this contract or any act or duty required hereby.

34. Subletting and Assignment

The Contractor will not assign this contract or any part therein, unless otherwise provided or without the written consent of the Consortium Staff Representative, but in no case will such consent relieve the Contractor from the obligation under or change the terms of the contract. The Contractor will not transfer or assign any contract funds or claims due or to become due without the written approval of the Consortium Staff Representative having been obtained. The transfer or assignment of any contract funds, either in whole or in part, or any interest therein, which will be due or become due to the Contractor, will cause the annulment of said transfer or assignment so far as the Consortium is concerned.

35. Standard of Conduct

The Contractor hereby agrees that in administering this sub-grant, they will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in their administration.

a. General Assurance

Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This sub-grant will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, their executive staff and employees, in administering this sub-grant, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

b. Conducting Business Involving Relatives

No relatives by blood, adoption, or marriage for any executive or employee of the Contractor will receive favorable treatment for enrollment into services provided by, or employment with, the Contractor. The Contractor will also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor will obtain approval from the Consortium Staff Representative before entering into an agreement. All correspondence will be kept on file and available for monitoring and audit reviews.

c. Conducting Business Involving Close Personal Friends and Associates

Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the sub-grant, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.

d. Avoidance of Conflict of Economic Interest

An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with sub-grant funds will be used solely for purposes allowed under the grant.

36. Bonding

A blanket fidelity bond must be secured for all officers, directors, agents, and employees of the Contractor/Subcontractor(s) with authority over and accessibility to WIOA funds. Coverage will be in the sum of $100,000. Once contracts are awarded, the face value of the bond must be at least the total of all contracts awarded or $100,000, whichever is greater.

37. Coverage

All entities/organizations funded, either partially or wholly using Workforce Innovation and Opportunity Act funds will be required to obtain, have in force and produce documentation of coverage necessary to cover any disallowed cost that may result from their activities under the Workforce Innovation and Opportunity Act. All entities must meet this requirement as a condition of receiving a contract with the Consortium and subsequent funding.

38. Performance

The Workforce Development Area Consortium may monitor and evaluate the Contractor's performance under the contract through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/organizations and individuals having knowledge of the Contractor's services or operations, audit reports and other mechanisms deemed appropriate by the Workforce Development Area Consortium. The Program Operator is required to meet (80%-100%) or exceed (100%+) all negotiated performance standards contained in the approved contract. Should the Program Operator fail (less than 80%) to meet one (1) or more performance standards, technical assistance will be provided by Consortium Board staff, and the Program Operator will be required to develop and submit, for approval, a plan of action to meet or exceed the failed performance standards. Should the Program Operator fail to meet the negotiated performance standards for two (2) consecutive years or achieve less than 50% of any performance standard, including the first year of contract operation, the Consortium Board may elect to terminate the contract for non-performance. Performance under this contract may be a consideration in future contracts and negotiations.

39. Audit

The Contractor will have an independent audit performed annually. The Contractor will ensure that the auditor, immediately and in writing, notifies the Consortium of possible acts of fraud discovered during the performance of the audit. The Contractor will ensure the auditor issues the Workforce Development Area Consortium a copy of the audit report upon its completion. The Consortium, VCCS, and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports.

The Consortium will provide the VCCS with written documentation of the disposition of all questioned costs and administrative finds in the audit. The disposition must detail actions taken and include appropriate supporting documentation. A determination of allow ability of questioned costs will not be deemed final until accepted by the USDOL Grant Officer.

40. Modification

No waiver or modification of the terms of the contract, including, without limitation, this provision, will be valid unless in writing and duly executed by the parties to be bound thereby.

41. Public Announcements

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Contractor(s) receiving funds pursuant to this contract will clearly identify:

a. The percentage of the total costs of the program or project that will be financed with federal money.

b. The dollar amount of federal funds for the project or program, and

c. The percentage and dollar amount of the total cost of the project or program that will be financed by non-federal sources.

42. Disallowed Costs

The Consortium will give the VCCS timely notification of the possibility of disallowed costs incurred by its Contractors/Subcontractors. In appropriate cases, the VCCS will petition the USDOL for guidance. In the event that repayment is required, the Consortium will use prompt and efficient debt collection procedures to obtain cash repayment of disallowed costs. The Consortium will not forego debt collection procedures without the express written approval of the VCCS. Any required repayment will not be by or from federal funds.

43. Policies and Procedures

Program Operators are required to comply with all Federal, State and locally approved policies and procedures that are applicable to the execution of contractually approved deliverables. WDB approved policies and procedures are contained on the WDB's website and can be viewed at www.nrmrwib.org.

44. Participant Files/Records Transfer

Should a Program Operator cease operations or if another Program Operator is awarded a contract to provide service delivery in lieu of the former Operator, the following participant files/records storage and/or transfer provisions will apply.

a. The current Program Operator is responsible for the completeness/accuracy of all participant files/records until such time as those records are turned over to the WDB. The Operator will be required to sign a statement, provided by the WDB, attesting to the completeness/accuracy of all participant files/records in their possession that will be transferred to the WDB. Even after transfer, the Program Operator retains responsibility and liability for all activities that occurred during the period functioning as a Program Operator for the WDB.

b. The WDB will secure all participant files/records providing the Program Operator with an acceptance receipt. The WDB will be responsible for the security and storage of all files/records obtained from the Program Operator.

c. In the event that a new Program Operator has been awarded a contract to deliver services previously performed by the former Program Operator, the new Operator assumes responsibility and liability for all actions occurring once they are in receipt of the files/records. The WDB will insure that original documents for all active participants are provided to the new Operator and copies of those documents are placed in the original file secured from the former Operator and retained in storage. The new Operator will sign an acceptance letter provided by the WDB, listing all files/records that have been provided to them by the WDB and accepting responsibility/liability for the maintenance of those files/records. For participants who have excited and are no longer receiving any services, including follow-up, all files/records for those participants will remain in storage. The former Program Operator will provide the following at time of transfer:

1. A full client list.

2. A separate list differentiating active and inactive participants by name and State ID number.

3. A chain of custody document signed by all parties including date of transfer, recipient entity and any transfer issues.

d. All secured participant files/records will be retained by the WDB for a minimum of three (3) years following completion of the last clean audit. Financial records will be retained for a minimum of five (5) years. The WDB will pay all storage costs for all effected documents. The WDB will also be responsible for destruction of documents once the required retention period has expired. Should any issues arise concerning records transferred to the new Operator, the WDB will act as a mediator between both Operators to insure that a resolution to the issue is achieved in a timely manner.

I. Access Checklist *for Access by Individuals* with Disabilities

The following portion of *the checklist reviews recommended customer service and accommodation practices for one-stop center programs.*

A. Service Strategy *for* People with Disabilities

1. Has your program affirmatively sought to serve qualified individuals with disabilities?

    a. What steps have been taken to meet this goal?
    b. Have you been successful?
    c. How do you know?

2. Do you have a written policy concerning discrimination on the basis of physical or mental disability?

3. Do you regularly review your service practices (advertising, notices signage, building and program access) to be certain that you, your managers, supervisors, or external consultants are nondiscriminatory in the treatment of customers with disabilities?

B. Employment Practices under the Americans with Disabilities Act Guidelines:

1. Medical records must be kept in a separate location. Access to employee medical records must be limited. Are all non-medical records kept in a separate place from records that contain medical information? (Medical information includes insurance application forms as well as health certificates, results of physical exams, etc.)

    a. Do you have a written policy regarding who has access to medical information?
    b. What is the policy?

2. Do your employee recruitment materials, including photos and ad copy, contain positive images of persons with disabilities and indicate your program's commitment to hiring qualified persons with disabilities?

3. Are interview questions and inquiries pertaining to an applicant's disability limited to performance of essential functions of the job and requirements for reasonable accommodations?

    a. Is supervisory staff aware of what constitutes legal and illegal inquiries?
    b. If 'yes', how did they obtain this information? Describe.
    c. Have job descriptions been analyzed to determine which functions of a job are 'essential' and which are 'marginal'? If "yes", describe the process for doing this.
    d. Are job descriptions in writing?
    e. Are any of the following questions asked during the application process?

- Health or physical condition?
- Physical or mental problems or disabilities?

- Medical history?
- Previous workers' compensation claims?
- Prior health insurance claims?
- Past drug use or substance abuse? (NOTE: The ADA requires that these types of employment questions no longer be used. Consider ADA training in interviewing.)

4. Do you require that applicants for employment take any of the following tests as part of the application process?

   a. Drug or alcohol test?
   b. HIV tests?
   c. Skill or performance tests?
   d. Psychological tests?
   e. Intelligence tests?

5. Do you have a substance abuse policy?

6. Do you have a drug testing policy?

C. Reasonable Accommodation for Employees and Customers

It is required that reasonable accommodation be provided to employees and customers with disabilities. Reasonable accommodation includes a broad range of *adaptations to the manner or circumstances in which a service activity is performed, an interview is conducted, etc.*

1. Reasonable accommodations might include:

   a. Allowing an individual with a psychiatric disability to periodically leave early or arrive late and later make up that time;
   b. Making structural modifications to accommodate a participant who uses a wheelchair;
   c. Providing auxiliary aids and services including sign language interpreters, readers (for people who don't read print due to a disability) or providing material in alternative format such as Braille, ASCII disk, etc.

2. Regarding reasonable accommodation:

   a. Have employees, customers and applicants been informed that they are entitled to reasonable accommodations?
   b. If 'yes', how have they been so informed?
   c. Are reasonable accommodations provided to one-stop center program employees, applicants and customers with disabilities?
   d. How do you know?
   e. Has a reasonable written accommodations policy been developed?
   f. Does supervisory staff know how to proceed if an accommodation is requested?
   g. Has a specific supervisory staff member been designated to coordinate reasonable accommodation, including determining when an

accommodation is or is not reasonable and when a funding request will be made? (Note: This is not required by law, but is recommended.)

h. Do they know how to secure a sign language interpreter if necessary?
i. Do they know how to get material transcribed into Braille, recorded on audiocassette, or placed on ASCII diskette?

3. Are, as a matter of policy, interviews, staff meetings, workshops and other gatherings held in accessible locations? (Accessible locations include accessible entrances, meeting areas, and rest rooms.)

4. Are off-site staff trainings, holiday parties, picnics or other gatherings held in accessible locations?

5. Are reasonable accommodations, including sign language interpreters, written materials in alternative format, etc. provided to individuals with disabilities at off-site meetings, trainings, and social events?

II. EXISTING FACILITIES CHECKLIST

A. Priority 1: Accessible Entrance

People with disabilities should be able to arrive on the site, approach the building, and enter the building as freely as everyone else. At least one path of travel should be safe and accessible for everyone, including people with disabilities.

Path of Travel:

1. Is there a path of travel that does not require the use of stairs?

2. Is the path of travel stable, firm and slip-resistant?

3. Is the path at least 36 inches wide?

4. Can all objects protruding into the path be detected by a person with a visual disability using a cane? (Note: In order to be detected using a cane, an object must be within 27 inches of the ground. Objects hanging or mounted overhead must be higher than 80 inches to provide clear head room. It is not necessary to remove objects that protrude less than 4 inches from the wall.)

5. Do curbs on the pathway have curb cuts at drives, parking, and drop-offs?

Ramps:

6. Are the slopes of ramps no greater than 1:12? (Note: Slope is given as a ratio of the height to the length. 1:12 means for every 12 inches along the base of the ramp, the height increases one inch. For a 1:12 maximum slope, at least one foot of ramp length is needed for each inch of height.)

7. Do all ramps longer than 6 feet have railings on both sides?

8. Are railings sturdy, and between 34 and 38 inches high?

9. Is the width between railings at least 36 inches?

10. Are ramps non-slip?

11. Is there a 5-foot-long level landing at every 30-foot horizontal length of ramp, at the top and bottom of ramps and at switchbacks?

Parking and Drop-Off Areas:

12. Are an adequate number of accessible parking spaces available (8 feet wide for car plus 5-foot striped access aisle)? For guidance in determining the appropriate number to designate, the table below gives the ADAAG requirements for new construction and alterations (for lots with more than 100 spaces, refer to ADAAG): Total spaces accessible 1 to 25, 1 space; 25 to 50, 2 spaces; 51 to 75, 3 spaces; 76 to 100, 4 spaces. (Note: Check your state building code for parking requirements. Sometimes state codes are more stringent.)

13. Are 16-foot-wide spaces, with 98 inches of vertical clearance, available for lift-equipped vans? (At least one of every 8 accessible spaces must be van-accessible.)

14. Are the accessible spaces closest to the accessible entrance?

15. Are accessible spaces marked with the International Symbol of Accessibility? Are there signs reading "Van Accessible" at van spaces?

16. Is there an enforcement procedure to ensure that accessible parking is used only by those who need it?

Entrance:

17. If there are stairs at the main entrance, is there also a ramp or lift, or is there an alternative accessible entrance? (Do not use a service entrance as the accessible entrance unless there is no other option.)

18. Do all inaccessible entrances have signs indicating the location of the nearest accessible entrance?

19. Can the alternate accessible entrance be used independently?

20. Does the entrance door have at least 32 inches clear opening (for a double door, at least one 32-inch leaf)?

21. Is there at least 18 inches of clear wall space on the pull side of the door, next to the handle? (A person using a wheelchair needs this space to get close enough to open the door.)

22. Is the threshold level (less than 1/4 inch) or beveled, up to 1/2 inch high?

23. Are doormats 1/2 inch high or less, and secured to the floor at all edges?

24. Is the door handle no higher than 48 inches and operable with a closed fist? (The "closed fist" test for handles and controls: Try opening the door or operating

the control using only one hand, held in a fist. If you can do it, so can a person who has limited use of his or her hands.)

25. Can doors be opened without too much force (maximum is 5 Ibs.)? You can use a fish scale to measure the force required to open a door. Attach the hook of the scale to the doorknob or handle. Pull on the ring end of the scale until the door opens, and read off the amount of force required. If you do not have a fish scale, you will need to judge subjectively whether the door is easy enough to open.

26. If the door has a closer, does it take at least 3 seconds to close?

Emergency Egress:

27. Is there sufficient lighting for egress pathways such as stairs, corridors, and exit routes?

B. Priority 2: Access to Goods and Services

Ideally, the layout of the building should allow people with disabilities to obtain goods or services without special assistance. Where it is not possible to provide full accessibility, assistance or alternative services should be available upon request.

Horizontal Circulation:

1. Does the accessible entrance provide direct access to the main floor, lobby, or elevator?

2. Are all public spaces on an accessible path of travel?

3. Is the accessible route to all public spaces at least 36 inches wide?

4. Is there a 5-foot circle or a T -shaped space for a person using a wheelchair to reverse direction?

Doors:

5. Do doors in public spaces have at least a 32-inch clear opening?

6. On the pull side of doors, next to the handle, is there at least 18 inches of clear wall space so that a person using a wheelchair can get near to open the door?

7. Can doors be opened without too much force (5 Ibs. maximum)?

8. Are door handles 48 inches high or less and operable with a closed fist?

9. Are all thresholds level (less than 1/4 inch), or beveled, up to 1/2 inch high?

Rooms and Spaces:

10. Are all aisles and pathways to all goods and services at least 36 inches wide?

11. Is there a 5-foot circle or T -shaped space for turning a wheelchair completely?

12. Is carpeting low-pile, tightly woven, and securely attached along edges?

13. In routes through public areas, are all obstacles cane-detectable (located within 27 inches of the floor or protruding less than 4 inches from the wall), or are they higher than 80 inches?

14. Do signs designating permanent rooms and spaces, such as rest room signs, exit signs, and room numbers, comply with the appropriate requirements for accessible signage?

Controls:

15. Are all controls that are available for use by the public (including electrical, mechanical, window, cabinet, game, and self-service controls) located at an accessible height? (Reach ranges: The maximum height for aside reach is 54 inches; for a forward reach, 48 inches. The minimum reachable height is 15 inches.)

16. Are they operable with a closed fist?

Seats, Tables and Counters:

17. Are the aisles between chairs or tables at least 36 inches wide?

18. Are the spaces for wheelchair seating distributed throughout?

19. Are the tops of tables or counters between 28 and 34 inches high?

20. Are knee spaces at accessible tables at least 27 inches high, 30 inches wide, and 19 inches deep?

Vertical Circulation:

21. Are there ramps or elevators to all levels?

22. On each level, if there are stairs between the entrance and/or elevator and essential public areas, is there an accessible alternate route?

Stairs:

23. Do treads have a non-slip surface?

24. Do stairs have continuous rails on both sides, with extensions beyond the top and bottom stairs?

Elevators:

25. Are there both visible and verbal or audible door opening/closing and floor indicators (one tone = up, two tones = down)?

26. Are the call buttons in the hallway no higher than 42 inches?

27. Do the controls outside and inside the cab have raised and Braille lettering?

28. Is there a sign on the jamb at each floor identifying the floor in raised and Braille letters?

29. Is the emergency intercom usable without voice communication?

30. Are there Braille and raised-Ietter instructions for the communication system?

Lifts:

31. Can the lift be used without assistance? If not, is a call button provided?

32. Is there at least 30 by 48 inches of clear space for a person using a wheelchair to approach to reach the controls and use the lift?

33. Are controls between 15 and 48 inches high (up to 54 inches if a side approach is possible)?

C. Priority 3: Usability of Rest Rooms

When rest rooms are open to the public, they should be accessible to people with disabilities. Closing a rest room that is currently open to the public is not an allowable option.

Getting to the Rest Rooms:

1. If rest rooms are available to the public, is at least one rest room (either one for each sex, or unisex) fully accessible?

2. Are there signs at inaccessible rest rooms that give directions to accessible ones?

Doorways and Passages:

3. Is there tactile signage identifying rest rooms? (Mount signs on the wall, on the latch side of the door. Avoid using ambiguous symbols in place of text to identify rest rooms.)

4. Is the doorway at least 32 inches clear?

5. Are doors equipped with accessible handles (operable with a closed fist), 48 inches high or less?

6. Can doors be opened easily (5Ibs. maximum force)?

7. Does the entry configuration provide adequate maneuvering space for a person using a wheelchair? (A person using a wheelchair needs 36 inches of clear width for forward movement, and a 5-foot diameter clear space or a T -shaped space to make turns. A minimum distance of 48 inches, clear of the door swing, is needed between the two doors of an entry vestibule.)

8. Is there a 36-inch-wide path to all fixtures?

Stalls:

9. Is the stall door operable with a closed fist, inside and out?

10. Is there a wheelchair-accessible stall that has an area of at least 5 feet by 5 feet, clear of the door swing, OR is there a stall that is less accessible but that provides greater access than a typical stall (either 36 by 69 inches or 48 by 69 inches)?

11. In the accessible stall, are there grab bars behind and on the sidewall nearest to the toilet?

12. Is the toilet seat 17 to 19 inches high?

Lavatories:

13. Does one lavatory have a 30-inch-wide by 48-inch-deep clear space in front? (A maximum of 19 inches of the required depth may be under the lavatory.)

14. Is the lavatory rim no higher than 34 inches?

15. Is there at least 29 inches from the floor to the bottom of the lavatory apron (excluding pipes)?

16. Can the faucet be operated with one closed fist?

17. Are soap and other dispensers and hand dryers 48 inches high or less and usable with one closed fist?

18. Is the mirror mounted with the bottom edge of the reflecting surface 40 inches high or lower?

D. Priority 4: Additional Access

When amenities such as public telephones and drinking fountains are provided to the general public, they should also be accessible to people with disabilities.

Drinking Fountains:

1. Is there at least one fountain with clear floor space of at least 30 by 48 inches in front?

2. Is there one fountain with its spout no higher than 36 inches from the ground, and another with a standard height spout (or a single "high-low" fountain)?

3. Are controls mounted on the front or on the side near the front edge, and operable with one closed fist?

4. Does the fountain protrude no more than 4 inches into the circulation space?

Telephones:

5. If pay or public use phones are provided, is there clear floor space of at least 30 by 48 inches in front of at least one?

6. Is the highest operable part of the phone no higher than 48 inches (up to 54 inches if a side approach is possible)?

7. Does the phone protrude no more than 4 inches into the circulation space?

8. Does the phone have push-button controls?

9. Is the phone hearing aid compatible?

10. Is the phone adapted with volume control?

11. Is the phone with volume control identified with appropriate signage?

12. Is one of the phones equipped with a telecommunications device for the deaf (TT/TTY/TDD)?

13. Is the location of the TDD identified by accessible signage bearing the International TDD Symbol?

Virginia's Community Colleges
Workforce Development

WORKFORCE INNOVATION AND OPPORTUNITY ACT

The Virginia Community College System VIRGINIA WORKFORCE LETTER (VWL) # 14-17

TO: LOCAL WORKFORCE DEVELOPMENT BOARDS

FROM: George Taratsas, WIOA Administrator

SUBJECT: Minimum Training Expenditure Requirement

DATE: April 15, 2015

PURPOSE:

To implement, in accordance with state code effective July 1, 2015, the minimum Workforce Innovation and Opportunity Act (WIOA) Title I Adult and Dislocated Worker local area formula funds expenditure requirement for training leading to recognized postsecondary education and workforce credentials aligned with in-demand industry sectors or occupations in the local area or region.

REFERENCES:

Workforce Innovation and Opportunity Act, Section 134;
Code of Virginia §2.2-2472.2
Commonwealth of Virginia Occupational Skills Training Policy 13-02

BACKGROUND:

The Virginia Acts of Assembly 2015 session amended the Code of Virginia by adding in Chapter 4.2 section 2.2-2472.2 establishing the following requirements:
A. Each local workforce development board shall allocate a minimum of 40 percent of WIOA Adult and Dislocated Worker funds to training services as defined under § 134(c)(3)(D) of the WIOA that lead to recognize postsecondary education and workforce credentials aligned with in-demand industry sectors or occupations in the local area or region. Beginning October 1, 2016, and biannually thereafter, the Chief Workforce Development Advisor shall submit a report to the Board evaluating the rate of the expenditure of WIOA Adult and Dislocated Worker funds under this section.
B. Failure by a local workforce development board to meet the required training expenditure

percentage requirement shall result in sanctions, to increase in severity for each year of noncompliance. These sanctions may include corrective action plans; ineligibility to receive state-issued awards, additional WIOA incentives, or sub-awards; the recapturing and reallocation of a percentage of the local area board's Adult and Dislocated Worker funds; or for boards with recurring noncompliance, development of a reorganization plan through which the Governor would appoint and certify a new local board.

This letter provides guidance on allowable costs towards meeting the required minimum of 40% expenditure rate.

GUIDANCE:

All Local Workforce Development Areas (LWDA) are required to ensure that at least 40% of their formula-allocated expenditures in a program year are expended on allowable training costs in the WIOA Title I Adult and Dislocated Worker programs.

Administrative expenditures do not accrue to this requirement.

A. Definition of Training

As defined within this policy, the services considered training, for which expenditures will accrue to the 40% requirement, include:

1. Occupational Classroom Training

Occupational training is predominantly technical training, which prepares the student for entry into a particular occupation or set of occupations, and must be delivered in compliance with the Commonwealth of Virginia Occupational Skills Training Policy 13-02. Expenditures for occupational training (ITA and Non-ITA) include:

a. Occupational Classroom Training, ITA

All payments made to a training institution or training provider for occupational classroom training authorized pursuant to an Individual Training Account (ITA).

b. Occupational Classroom Training, Non-ITA

All payments made to a training institution or training provider, including community based organizations, or other public or private organizations of demonstrated effectiveness, for occupational classroom training authorized pursuant to a contract for training services, or other contractual arrangement that constitutes an exception to the use of an ITA (29 CFR Part 663.430).

2. Customized Training

Customized training is training designed to meet the special requirements of an employer or group of employers. To accrue to the 40% minimum requirement, the customized training:

a. May not be more than 50% of the total training cost; and

b. Must be delivered under a contract with an employer who:

1) Agrees to hire WIOA participants upon completion of the customized training; or

2) Is training employed workers who:

a) Do not earn wages at a self-sufficiency level and to whom the employer commits to continue to employ; and
b) Are being trained in new technologies, new production or service procedures, or who require additional skills or workplace literacy required for retention and progression in employment.

3. Incumbent Worker Training

Incumbent Worker Training involves development with an employer or employer association to upgrade skills training of a particular workforce. Training may occur in the workplace or an off-site location during or after work hours. Only those costs that are associated with training of incumbent workers can be included. For the purposes of this policy those costs are:

a. training development;
b. instructor wages;
c. tuition;
d. training materials and supplies;
e. fees; and
f. travel for incumbent workers from the workplace to the training location, as needed and if training is off-site

4. Class-Size Training Contracts

Class-Size Training Contracts may be entered into and may accrue to the 40% minimum requirement when there is a need to place multiple WIOA-registered students in the same training program with one educational institution or eligible training provider. Congressional authority authorizes the use of WIOA formula funds to purchase contracts for class size training. The costs associated with these contracts are an allowable training expenditure when the following criteria are in place:

a. The contract will lead to placement in a demand occupation and is in place with an institution of higher education or other eligible training provider.

b. Training services include a full range of occupational skills training or customized training as described in WIOA section 134.

c. When an arrangement is made under which WIOA registrants may occupy only a portion of a class-size training contract, a method is developed to allocate the costs of the class associated with the percentage of WIOA-registered students to the contract. (ALL costs associated with the class-size training contract must be allocated in proportion to the number of WIOA registered students compared to the overall number of students.)

d. The contract is in compliance with the provisions of the existing class size training policy.

5. On-the-Job Training (OJT)

OJT payments are payments made to public, not-for-profit, and private sector employers for training costs authorized pursuant to an OJT contract.

6. Work Experience

Payments made to participants that represent hours worked in work-based training, including internships.

7. Remedial Training/Pre-vocational Services

Payments made to a training institution for classroom instruction in academic remediation for a postsecondary education or workforce program or for short-term prevocational services or for education for high school equivalency:

a. These services would be limited to no more than nine months in duration, unless provided in conjunction with occupational training services.

8. Books, Fees, Travel, Materials and Related

These expenses include those paid to a training institution, training provider or individual participant for books, training materials, required uniforms and other workplace attire, and tools or equipment required for training. All costs of training related licenses, permits or fees may also accrue to the 40% minimum requirement.

Travel for participants in any type of WIOA supported training, in accordance with local policy, to and from training location may accrue to the 40% minimum expenditure requirement.

In order to encourage the recruitment and use of high-quality training providers and programs, all training providers must be WIOA-certified under the existing state eligible training provider system. The only exception to this requirement is when the employer is functioning as the training provider.

9. Certification Tests

All examinations and testing costs, including practice tests, associated with participant attainment of an in-demand industry certification or occupational license.

B. LWDA Staff Costs

1. Staff costs that are included as part of a training contract other than an ITA (i.e. class-size training contract). These costs must be reasonable and necessary to the provision of training to these registrants, and documented via timesheets or other appropriate cost allocation methods.

2. Subcontracting the administration of a Title I program is not considered a training contract and thus these costs would not be considered for inclusion in the 40% training expenditure calculation.

3. Staff costs that are not included in the 40% training expenditure calculation may still be an allowable WIOA activity.

C. Calculating the Expenditure Level

1. The calculation below determines whether the LWDA is meeting the 40% minimum training expenditure annually:

Training Program Costs Incurred (as defined in Sections A and B.)
÷
Total (training and non-training) Costs Incurred
=
Annual Training Expenditure Rate

Below is an example of the calculation:

LWDA Example	Expenditures Reported Against Prior Year Carry-in	Current Year Expenditures	Total	% Training Expenditure
Training Expense	50,000.00	225,000.00	275,000.00	42.97%
Total Expense	115,000.00	525,000.00	640,000.00	

2. The total training expenditures incurred and total cost incurred for the program year are regardless of the program year charged. Other sources of training funds will not be included in the calculation.

D. Technical Assistance:

1. Technical assistance will be provided to those LWDAs that:

   a. Fail to meet the required expenditure level in any year;

b. Wish to improve their ability to provide training services, including improvements in training provider selection for ITAs and use of non ITA contracting mechanisms; or

c. Need assistance on the use of non-ITA procurement methods, including quality control and management of class-size training contracts.

F. Enforcement of the Required Expenditure Level:

An LWDA that fails to meet the required training expenditure level will receive a sanction. These sanctions begin after July 1, 2016. Subsequent years of non-compliance have more significant sanction consequences, as indicated below:

1. After the first year of noncompliance: The local WDB must submit corrective action plan to the VCCS WIOA Administrator, and the LWDA will not be eligible for state issued WIOA incentives.
2. If failure to comply with part 1 under this section, or, after two consecutive years of noncompliance: In addition to the sanctions under part 1 of this section, the LWDA will not be eligible to receive state-issued awards or sub-awards.
3. After three consecutive years of noncompliance: In addition to the sanctions under parts 1 and 2 under this section, the state may recapture and reallocate a percentage of the L□ DA'□Adult and Dislocated Worker funds and/or development of a reorganization plan through which the Governor would appoint and certify a new local board.

ACTION REQUIRED

LWDBs must ensure compliance with the requirements in this policy letter to meet the 40% minimum training expenditure requirement.

INQUIRIES

Direct inquiries to George Taratsas at GTaratsas@vccs.edu or (804) 819-5387

EFFECTIVE DATE

This policy is effective on July 1, 2015.

EXPIRATION DATE

This policy will remain in effect until amended or rescinded by VCCS Workforce Development Services.