

# REQUEST FOR PROPOSALS



Central Alabama Partnership for Training and Employment

**A WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
OUT-OF-SCHOOL YOUTH PROGRAM  
for  
OCCUPATIONAL SKILLS TRAINING  
or  
WORK-BASED LEARNING  
or  
GENERAL EDUCATION DIPLOMA (GED)/HIGH SCHOOL DIPLOMA**

**SERVING BLOUNT, CHILTON, JEFFERSON, ST. CLAIR, SHELBY, AND WALKER COUNTIES  
(REGION 4)**

**FOR PROGRAM YEAR 2021 (PY21)**

**RELEASE DATE: March 22, 2021**

**DEADLINE FOR SUBMISSION: April 22, 2021 BY 4:00 P.M. CST**

*This request does not commit CAPTE to award any grant or contract, to procure any goods or services, or to pay any costs incurred by a bidder. CAPTE reserves the right to accept or reject any and/or all proposals, to negotiate with all qualified bidders and to cancel (in whole or in part) this request if it is determined that such is in the best interest of CAPTE. The funding of any proposal is contingent upon the future availability of federal funds. The CAPTE Workforce Development Board is an equal opportunity provider of employment and training programs funded by the U.S. Department of Labor.*

## Notice of Request for Proposals (RFP)

Due Date	April 22, 2021 4:00 pm (CST)
Submittal Location	Alabama Career Center Central Alabama Partnership for Training and Employment 3216 4 <sup>th</sup> Avenue, South Birmingham, AL 35222
Bidding process	Competitive
Services	WIOA Youth Services as defined by the Act, various academic enhancements, occupational skills training, work-based learning opportunities and support services
Contract Type	Cost Reimbursement
Contract Term	July 1, 2021- June 30, 2022 with an option to renew for an additional 2 years
RFP Contact	Pamela Mapp mapp@jccal.org 205-244-8516
RFP Release	March 22, 2021

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## Overview

The Central Alabama Partnership for Training and Employment Workforce Development Board (CAPTEWDB) is seeking competitive bids for the Out-of-school Youth Program (OSYP) funded through the US Department of Labor (USDOL) and the Alabama Department of Commerce - Workforce Development Division by the Workforce Innovation and Opportunity Act (WIOA). The CAPTEWDB's Out-of-school Youth Program (OSYP) is a training program for youth, ages 16-24, which are out-of-school according to SEC. 129 a1B of the Workforce Innovation and Opportunity Act (WIOA)

The goal for programs under this RFP is to assist youth in the CAPTE local area attain the education and employability skills that are necessary to get a job, keep their job and advance in their chosen career pathway and to obtain training linked to careers aligned with the skills need of industries in the area.. WIOA services to eligible out-of-school youth are designed to assist them in forming a permanent attachment to the labor force.

## Background and Purpose

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals for the delivery of youth programs which provide local, short-term Occupational Skills Training, or Work-Based Learning, or GED tutoring for certification or high school diploma training for eligible out-of-school youth under the Workforce Innovation and Opportunity Act. This RFP for academic and occupational youth services programs will serve out-of-school youth ages 16 - 24 (with barriers to employment as identified by WIOA) by agencies that can meet or exceed the goals and expectations of the WIOA. The training programs must offer or make available to youth the 14 elements listed in the Act; as well as soft skills training and job placement. Organizations must indicate which areas of the region will be served.

Serving youth is a priority with WIOA and the Governor's Local Workforce Areas. WIOA requires that at least 75 percent of available funds be spent on workforce investment services for out-of-school youth. The law also requires 20 percent of youth funds be spent on paid and unpaid work experiences that incorporate academic and occupational education for youth. These work experiences can include year-round employment opportunities, job shadowing, pre-apprenticeship training, internships and on-the-job training. CAPTE youth programs will focus on providing academic and occupational skills training to out-of-school who have limited skills, little or no work experience and other barriers to economic success. It is essential for Local Area 4 to encourage and support these youth in obtaining the education and skills needed to not only succeed in the labor market but to have a long and prosperous career. The goal for programs under this RFP is to help youth in CAPTE local area attain the education and employability skills that are necessary to get a job, keep their job and advance in their chosen career pathway.

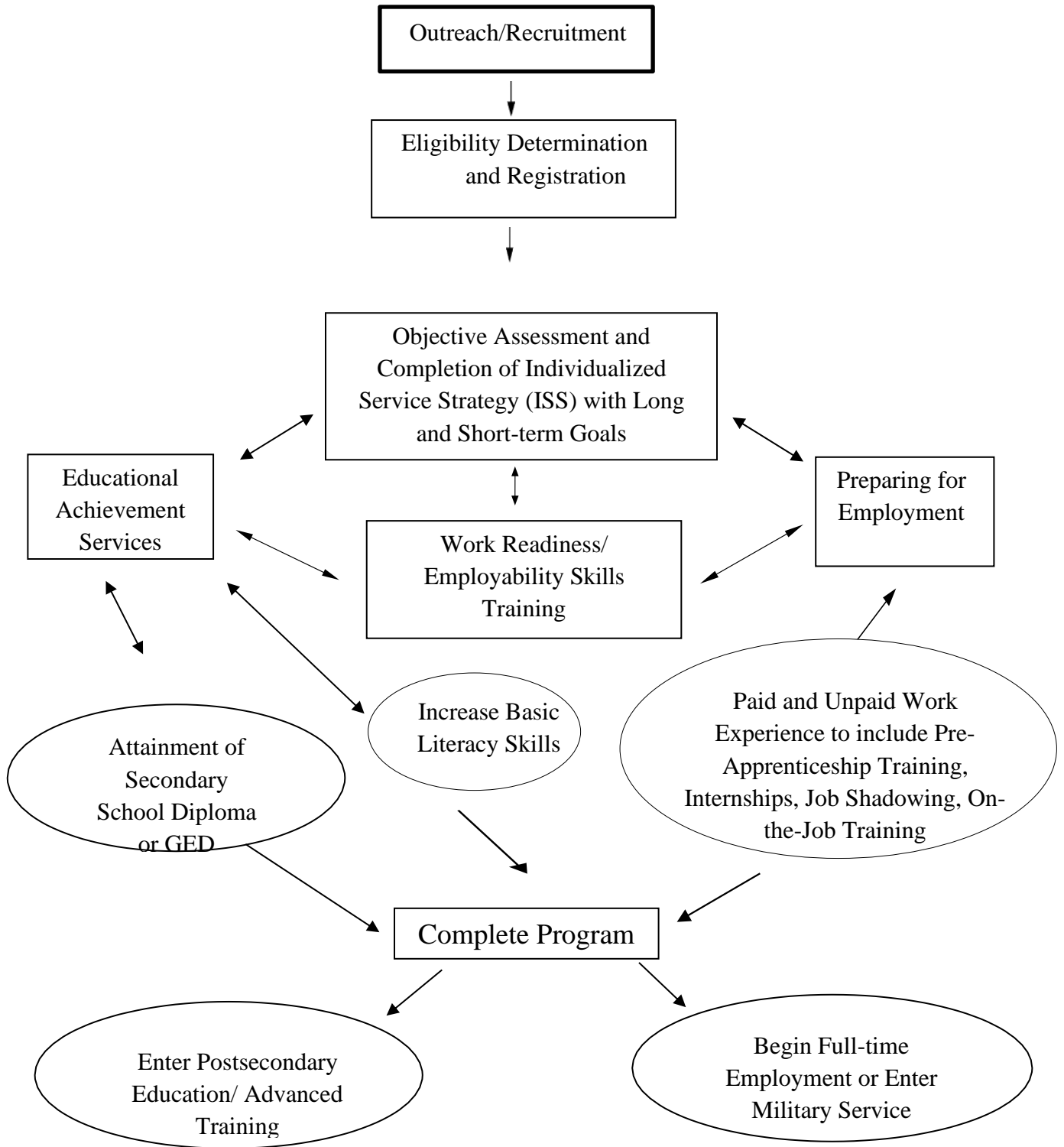
CAPTE youth programs will focus on educational attainment, work-based training opportunities and training linked to careers aligned with the skills need of industries in the area. Proposals should connect academic and occupational skills training for the following in-demand industry sectors: Manufacturing, Healthcare, Energy, Services, and Logistics that lead to industry recognized credentials. Proposals should target the industry sectors represented in their local service/target area and be documented in the proposal. Other industry sector opportunities must be supported by relevant labor market information. Each industry contains several career pathways in which a youth may enter an occupation and be able to advance within that specific occupation or occupational cluster. Successful employment in these industries will lead to self-sufficiency. Proposals should be designed to incorporate the following services:

- outreach, recruitment and orientation
- initial WIOA eligibility determination
- comprehensive assessment of eligible youths' current academic skills, employment skills and supportive service needs
- development of an Individual Service Strategy
- on-going case management from enrollment through follow-up, which includes guidance and counseling for out-of-school youth; with frequent detailed case notes documenting activities and contact
- referral for youth who do not enroll in WIOA programs
- tutoring and study skills training
- on-going mentoring opportunities
- activities leading to a secondary school diploma, its equivalent or post-secondary credential
- incentives for specific activities and/or accomplishments

- Assistance in obtaining a secondary school diploma or its recognized equivalent (GED).
- Work Readiness/Employability Skills training to include:
  - Appearance/Dress
  - Attitude and Body Language
  - Attendance and Punctuality
  - Communication and Following Instructions
  - Dependability/ Responsibility
  - Time Management
  - Decision Making and Problem Solving
  - Leadership and Motivation
  - Financial Knowledge and Management
- Strong linkages between academic instruction and occupational education that lead to recognized postsecondary and/or industry recognized credentials and are aligned with in-demand industries and occupations in the region.
- Exposure to employment opportunities through activities such as job shadowing, internships and pre-apprenticeship programs by connecting with employers, apprenticeship programs and in-demand industry sectors and occupations available in the local and regional labor markets.
- Work- based training that gives the youth a chance to earn income while receiving training and developing skills best learned on the job.
- Reflect recognized youth development principles that emphasize the cognitive, social, and behavioral competencies that help youth succeed.
  - work experiences (subsidized and unsubsidized) that are in the area of training and can include job shadowing, pre-apprenticeships, and internships (must be 20% of funding; excluding Work Based Learning contracts)
  - unsubsidized job placement assistance of youth who have left the program
  - up to 12 months of follow-up for youth who have exited/left the program
  - management of youth records, including case notes (records must be located in a secure location to ensure confidentiality; copies of all documents related to services to participating youth must be sent to CAPTE at exit; all contractor youth files must be sent to CAPTE at program closeout/termination)
  - management of WIOA youth data to ensure performance goals are met.

Proposed services are personalized and focus on developing the individual strengths and interests of each youth.

# YOUTH SERVICES FLOWCHART



## **RFP Funding Period, and Funds Availability**

Contracts resulting from this RFP are anticipated to commence July 1, 2021 and end June 30, 2022. Based on the availability of future funding and the contractor's performance, the CAPTEWDB reserves the option to renew the contract for 2 additional years; with re-negotiation to be initiated by the CAPTEWDB before the expiration of the contract's first and second year. In order for the CAPTEWDB to exercise a second- or third-year option, the contractor should meet the performance requirements as outlined in the contract. However, the CAPTEWDB is not bound to exercise a contract renewal based solely on stated performance outcomes. CAPTE will not reimburse participant costs already paid from another federal program, nor for the same participant across different OSY contracts with the same contractor. Costs may be incurred once all parties sign the Agreement, but not before the effective date set forth in this document and any subsequent changes in the program regulatory requires required by CAPTE through the negotiation process. As WIOA program rules, regulations and definitions are updated, contract modifications may be necessary.

Bidders may apply in one (1) or all categories. Separate proposals must be submitted for each area of training; proposals cannot be combined. Each proposal must satisfy the requirements of this RFP and include complete budget information. Bidders submitting multiple proposals should clearly label each set as separate proposals. Achieving the best result is the key; therefore, no preference or penalty will apply to those who bid in multiple categories. The CAPTEWDB will not consider bids below \$50,000 and reserves the right to provide funding for the proposal(s) that it deems most advantageous to its program and is thereby not bound to fund any proposal based on price alone. The award amount for contracts will be made available to each contractor after the Board has decided which services will be contracted and how much will be spent in the area under consideration. The CAPTEWDB reserves the right to reject any or all proposals.

By submitting a proposal, the bidder agrees to be governed by the terms and conditions set forth in this document and any subsequent changes in the program regulatory requirements as required by CAPTE through the negotiation process. Verbal comments or discussions relative to this solicitation cannot add, delete, or modify any written provision. Any alterations must be in the form of a written amendment to all bidders by CAPTE. Bidders must meet all of the specific requirements set forth in this RFP in order to be considered as having offered an acceptable proposal. No documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization prior to the proposal evaluation process. Information contained in the proposal that is privileged and confidential and is clearly marked as such will not be disclosed.

Bidders must have experience operating a youth program and have knowledge of WIOA and its regulations. Bidders must furnish satisfactory evidence of their ability to successfully provide their proposed services in accordance with the terms and conditions of this RFP. CAPTE reserves the right to make the final determination as to the proposer's ability to provide the services before entering into any grant agreement. Bidders should note that the provision of the services specified in this RFP requires substantive knowledge and understanding of the Workforce Innovation and Opportunity Act and its implementing regulations, as well as State and local directives.

The Department of Labor maintains a website that provides valuable information about WIOA and related youth issues. The State of Alabama maintains a website of the directives that establish policy for the WIOA program in Alabama. Specific information related to grant activities can be found in the Workforce Innovation and Opportunity Act. Additional informational resources are:

Central Alabama Partnership for Training and Employment [mycapte.org](http://mycapte.org)  
US Department of Labor, Employment and Training <http://www.doleta.gov/>  
Federal Laws and Regulations <http://www.doleta.gov/usworkforce/WIOA/act.cfm>  
Alabama <http://www.madeinalabama.com/workforce-and-training/workforce-initiatives/tools-and-resources/governors-workforce-innovation-directive/>

## **Eligible Bidders**

The proposing organization shall be:

- (A) a postsecondary educational institution that—

- (i) is eligible to receive Federal funds under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070 et seq.); and 29 USC 2842.
  - (ii) provides a program that leads to an associate degree, baccalaureate degree, or certificate;
- (B) an entity that carries out programs under the Act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.); or
- (C) another public or private provider of a program of training services.

The public or private organization may be for profit or nonprofit and properly organized in accordance with state and federal law and actively providing the service(s) proposed. The bidder’s organizational mission statement will encompass the designated services to be provided. **Organizations must also show that it has additional funding sources and will not be dependent on WIOA funds alone for ongoing operations. Organizations that operate with other funding sources must submit a cost allocation plan.** Non-profit program operators may only submit for reimbursement of actual costs. For applying entities that are for-profit organizations, profit margins must be negotiated independent of contract costs. A fiscal review will be conducted prior to negotiation to ensure fiscal integrity.

The bidding organization must have written standards governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the grantee must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub agreements. Grantees may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the grantees (42 CFR 495.348).

Organizations should have adequate facilities and staff in the area(s) they are proposing to serve. The program facility must be appropriate in size and design to accommodate program staff, participants and services. The bidder must ensure that the building and space, in which staff and the WIOA participants are housed, meet local fire, health and safety standards and comply with the standards of the Americans with Disabilities Act (ADA). To have the greatest possible community impact, both the WIOA and the CAPTEWDB, encourage partnering and collaborating to deliver the most effective services. In addition, providers must be capable of linking participants with a local Alabama One-Stop Career Center for life-long job seeking services. Contract awards shall only be made to qualified entities that are able to comply with WIOA administrative standards.

No organization may compete for funds if: (1) the organization has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency; (2) the organization’s previous contract with the CAPTEWDB was terminated for cause; (3) the organization has not complied with an official order to repay disallowed costs incurred during its performance of programs or services; or (4) the bidder’s name appears on the convicted vendor list.

Proposers shall be responsible for complying with any and all State Laws and regulatory requirements to operate a WIOA-funded program including the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535) and collection and submission of Dun & Bradstreet Numbers and the System for Award Management at <https://www.sam.gov>.

All prospective bidders interested in submitting proposals for Out-of-school Youth Services may attend the virtual bidder’s conference to be held:

Tuesday, March 30, 2021  
10:00 am – 12:00 pm (CST)



Join Zoom Meeting

<https://us02web.zoom.us/j/5943446408?pwd=eWMzMVpGSU9KR09GTkRJE9QOEIwQT09>

Meeting ID: 594 344 6408

Passcode: OnizN9

Specific instructions and technical assistance will be provided at this conference to aid bidders. Questions prior to and after the bidder’s conference are to be emailed to Pamela Mapp, Youth Program Supervisor, [mapp@jccal.org](mailto:mapp@jccal.org).

Final questions and answers will be posted April 6, 2020 by 10 am (CST), at [www.mycapte.org](http://www.mycapte.org).

**PY2021 Procurement Timeline (CST)**

*Note: Timeline may be adjusted depending on the number of proposals received.*

<u>March 22</u>	<u>Release of RFP</u>
<u>March 30 @ 10 am</u>	<u>Virtual Bidders Conference</u>
<u>April 5 at 10 am</u>	<u>Last day to submit questions to be addressed at Bidder’s Conf.</u>
<u>April 6 by 10 am</u>	<u>Q&amp;A will be posted on “<a href="http://www.mycapte.org">www.mycapte.org</a>”</u>
<u>April 22 by 4 pm</u>	<u>Proposals due</u>
<u>April 23, 26, 27</u>	<u>Program and Fiscal Staff Review</u>
<u>May 3-5 at 10 am</u>	<u>Youth Committee review, oral presentations and submission to Board</u>
<u>May 19 at 1 pm</u>	<u>Board review and approval</u>
<u>May 20, 2021</u>	<u>Contract awards announced</u>
<u>May 21, 24, 25</u>	<u>Site visits and contract negotiations</u>
<u>May 26 by 4 pm</u>	<u>Appeals due</u>
<u>May 26</u>	<u>Draft Contracts due electronically</u>
<u>May 27</u>	<u>Review of appeals</u>
<u>May 27</u>	<u>Submit Agreements to MinuteTraq</u>
<u>July 1</u>	<u>Contract period begins</u>

**Scope of Services**

**Service Delivery and Program Management Requirements**

Bidders must furnish satisfactory evidence of past performance and their ability to successfully provide their proposed services in accordance with the terms and conditions of this RFP. Bidders are responsible for ensuring that all program elements are made available to all participants. Bidders are also responsible for outreach and recruitment, program management, financial management; management information system (MIS) documentation, performance attainments, job readiness, tracking for employment related to training, periodic reporting and other services deemed necessary for maintaining accurate and complete case files for all in-house and vendor services.

**Status Reports to the CAPTEWDB**

In order for the CAPTEWDB and its provider partners to track system performance on an ongoing basis, the Central Alabama Partnership for Training and Employment WIOA Youth Services contractors will provide status reports that detail youth outcomes and program outputs. The monthly and quarterly reporting format will be provided by email to organizational staff and no other reporting format will be accepted.

**Youth Services Staff and Qualifications**

All staff or volunteers working with youth should have the necessary background checks to work with youth under age 19. Bidding organizations’ staff members or volunteers should consist of experienced and credentialed psychologists, counselors, mental health professionals, social workers and instructors with a minimum of 3 years working with high risk youth. The minimum preferred qualifications and skills/abilities for case managers are as follows: Bachelor’s Degree in psychology, sociology, social work, education or a related field; at least 1 years, within the past 3 years of providing case-management and/or related services to low income youth or equivalent experience; experience as career counselors;

possess strong interpersonal skills, excellent verbal and written communication skills; possess strong presentation skills; ability to read and interpret regulations and program requirements; ability to use and manage e-mail and various social media; basic computer skills and the ability to use programs such as Microsoft Office Suite. The minimum preferred qualifications for Employment Specialist(s) are as follows: Bachelor’s degree, with not less than 2 years of job development/placement experience and, preferably, experience working with youth; a staff member who is a credentialed social worker, credentialed counselor, or other certified mental health professional (may be retained part-time on a contractual basis); and the necessary support staff.

The Bidder will ensure that, if successful, all its paid youth services staff members, staff members for any youth services it subcontracts and any youth services student workers (college-level) and volunteers, are qualified and appropriately trained in the areas in which they will train youth; including, but not limited to, youth development, education, employment, and family development.

All youth services staff, subcontracted staff, student workers, and volunteers who help deliver youth services, will provide services in a manner sensitive to the ethnic, racial, religious preference; and sexual orientation of the program youth.

**Target Population and Eligibility**

The CAPTEWDB WIOA Out-of-School Youth Programs are intended to provide an array of age-appropriate services that target out-of-school youth, ages 16-24 (at time of WIOA registration), who face barriers in forming a permanent attachment to the workforce or lack self-sufficient employment. To receive program services with WIOA funds individuals must be eligible as a youth and meet all other applicable eligibility criteria. An out-of-school youth must be, as defined in WIOA Section 129 (a) (1) (B), not attending any school (as defined under state law), not younger than age 16 or older than age 24, **and** one or more of the following:

- School dropout
- Within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter
- 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
- 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
- Individual with a disability
- Low income individual who requires additional assistance to enter or complete an education program or to secure or hold employment.

For low income determination the following federal income standard will be utilized where appropriate:

Lower Living Standard Income Level (LLSIL) by Family Size (2020)

Family Size	Maximum Income Level
1	9,809
2	16,072
3	22,060
4	27,234

5	32,143
6	37,593

These standards change each year and it will be the responsibility of the program provider to remain abreast of the current standards.

**Grant Close-Out Requirements**

Programs will be required to submit (as a part of their Statement of Work) a timeline which includes 30 days for Program Close-Out; which will begin 15 days prior to the conclusion of the contract and conclude 15 days after the termination date.

**Program Parameters**

Proposals must include Core Services as well as the 14 program elements that are essential to the WIOA. Submitted proposals must demonstrate the full extent to which the provider can offer the core services and the program elements.

**Core Services**

All bidders for program services must ensure that they will provide the following required core service components:

1. **Outreach, Recruitment, and Orientation.** Outreach and recruitment include, but is not limited to, identifying potentially eligible youth; working with parents and guardians to secure necessary documentation; and working closely with other governmental and community organizations; and the court and school systems. Applicants must be carefully screened to determine their chances for success in the program; e.g., the process used should help staff determine applicants’ suitability and commitment to earning their GED, a vocational credential in an in-demand occupation or training through work-based learning. The youth must also be committed to gaining employment and/or continuing on to post-secondary education when they leave the program. As part of orientation, all youth must receive information on all services available through the bidder and the Career Center. This includes information about all program policies governing such areas as drug and alcohol abuse, attendance, and behavior. Youth must be made aware of the youth development principles practiced by the bidder and informed that services and projected outcomes will be tailored to the individual youth’s needs. Drop-out youth are expected to have the ability to earn a GED within a reasonable amount of time (within year of participation). Staff should ensure that youth have the reading comprehension and math ability upon program entrance that will allow them to be successful.
2. **Eligibility Determination and Registration.** The contractor will be responsible for the initial determination of WIOA eligibility of all youth applicants recruited to its program, in addition to the collection and verification of all necessary eligibility source documents. CAPTE staff will conduct the final eligibility determination for youth participants, which includes the approval of the completed intake/eligibility application, verification of the information provided, TABE assessments not provided by the contractor, initial case management and determination that the applicant meets the required criteria. Under the WIOA, all youth must meet eligibility criteria and be determined eligible and suitable for the program prior to enrollment and receipt of WIOA funded services. CAPTE staff will provide technical assistance on the eligibility and suitability determination process.
3. **Objective Assessment.** Each participant will be provided with an objective assessment interview by the provider and CAPTE staff. In this interview, the case manager at each location will begin to build a partnership with the participant and will seek to assess the participant’s suitability and commitment to earning a credential; maintaining regular program attendance; and gaining and maintaining employment upon leaving the program. The case manager will use the information from the youth’s application, testing results (math and reading assessments performed by other agency no more than 1 year prior to application acceptable for review), student transcript, interest survey and the initial interview with the youth to determine the youth’s suitability for enrollment. The case manager will make an assessment of their

academic skills, employment skills, and supportive service needs. This includes a review of educational skill levels, occupational skills, prior work experience, employability, interests and aptitudes. The goal is to accurately evaluate each youth in order to develop an appropriate service strategy to meet their individual needs. For basic skills testing the TABE test must be used; no other test is acceptable.

4. **Individual Service Strategy (ISS).** The case manager will use the results of the youth's preliminary and objective assessment to develop the youth's Individual Service Strategy (ISS) which will lay out a path for workplace preparation. The ISS is an age-appropriate, individualized, written plan of short- and long-term goals that include employment, involvement in WIOA youth program elements and personal support services. In developing the ISS, case managers must include goals, benchmarks, milestones, assessment interpretations, and record how those interpretations are used to create a comprehensive service strategy for each participant. For all youth, the ISS will identify the timeframe in which each youth will be expected to complete all activity related to each of the goal(s) specified in the ISS. A detailed ISS **must be** developed collaboratively with each participant, so the method for achieving their goal is clear. The ISS will clearly connect the services to be provided to each youth with the outcomes to be achieved between WIOA enrollment and exit. The plan will be considered a living document and used to track services and outcomes to be delivered or achieved. This plan must be reviewed and updated with the participant, both regularly and as changes occur.
5. **Case Management.** Case Management is the infrastructure for delivering effective services that will facilitate the positive growth and development of youth and the achievement of individual and organizational performance goals. Case management is a client-centered, goal-oriented process for assessing the need of an individual for particular services and assisting youth to obtain those services... (Case management, A Resource Manual by Anne Adams, Sundra Franklin, Rebecca Taylor; The Workforce Connection). Case managers and youth work together in a collaborative, documented, goal-oriented, participant-centered process of assessment, planning, facilitation and advocacy for options and services to meet an individual's needs through communication and available resources to promote quality, cost effective outcomes. This process extends from recruitment through follow-up. The case manager motivates participants and coordinates services and information to prepare them for postsecondary educational opportunities, academic and occupational learning, or employment/training opportunities, as appropriate. The Youth Standing Committee expects that the contractor's case managers will have manageable caseloads so that they have adequate time to interact with their youth throughout the youths' participation in WIOA programming and during the required follow-up period.
6. **Referral.** Eligible youth who do not enroll in WIOA programs must be provided information regarding the full array of applicable and appropriate services available through the Career Center and other local programs that have the capacity to serve them with appropriate training and educational services. In addition, eligible youth should be given referrals for further assessment if determined appropriate. Programs are strongly encouraged to partner and share information with other youth-serving agencies, organizations, and training providers in order to meet the individual needs of all youth.

**Program Elements** (all program elements must be included in the Problem Statement)

The WIOA requires that all program elements be made available to all enrolled youth as needed or requested. The program elements serve to improve youths' educational achievement; prepare youth for entry and success in employment; and support youth development. Which of the services accessed by a WIOA youth participant will depend upon the needs and outcome goals identified by the youth and case manager and documented in the youth's ISS. Bidders must provide written indication that they have clear processes in place for determining how youth are referred to these services; how services and related youth progress are tracked; and how leveraged resources are identified and managed. MOU's must be established, and documentation provided for all elements that may be referred out to other agencies.

**Improving Educational Achievement**

1. **Tutoring, study skills training, instruction and evidence-based recovery strategies** that lead to completion of the requirements for a secondary school diploma or its recognized equivalent or for a recognized postsecondary credential.
2. **Alternative secondary school** services or dropout recovery services, as appropriate. *Please note that if the organization or agency has not been approved by the state or local school board to operate as an alternative secondary school and provided the necessary documents so attesting, the organization or agency will not be recognized as an alternative secondary school.*
3. **Activities** that help youth prepare for and transition to post-secondary education and training.

#### **Preparing for Entry and Success in Employment**

4. **Paid and unpaid work experiences** that have as a component academic and occupational education, which may include summer employment opportunities for out-of-school youth, internships, pre-apprenticeship programs, on-the-job training (participants over 17 years old), and job shadowing opportunities. Paid work experiences may be in the private, for-profit sector, the non-profit sector or the public sector. Paid internships are placement in the private, for profit or the non-profit sector. Work experiences are designed to enable youth to gain exposure to the working world and its requirements; assisting the youth in acquiring the personal attributes, knowledge, skills and abilities needed to obtain a job and advance in employment. The purpose is to provide the youth participant with the opportunities for career exploration and skill development and is not to benefit the employer, although the employer may, in fact, benefit from the activities performed by the youth. Youth participating in paid work experience shall be paid wages which shall not be less than the highest of the following: (a) the minimum wage under Section 6(a) (1) of the Fair Labor Standard Act of 1938; (b) minimum wage under the applicable state or local minimum wage law.
5. **Occupational skills training** is the development of primary occupational skills to perform tasks and technical functions required by specific occupational fields. Priority must be given to job-specific and basic skills training programs that lead to recognized post-secondary credentials in a specific job or industry. These industries must be aligned with in-demand industry sectors or occupations in the local labor market. Bidders utilizing Individual Training Account funding must make every effort to utilize other funding sources to pay for occupational skills training (e.g., Pell grants and other aid available through community and technical colleges and WIOA adult resources for older youth).

#### **Supporting Youth Development**

6. **Education** offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
7. **Leadership development opportunities** that encourage responsibility and other positive social behaviors. Activities may include exposure to postsecondary opportunities; community service and service-learning projects; peer-centered activities, including peer mentoring and tutoring; organizational and team leadership training; training in decision making, including determining priorities; and citizenship training, including life skills training.
8. **Supportive services** may include linkages to community services and/or assistance with transportation, childcare, housing, referrals to medical services, and the provision of appropriate work attire and work-related tools. Supportive Services may be provided by the bidder's organization, through referrals to other community organizations, or through services provided under the WDB's Supportive Services Policies. All needs and receipt of services and referrals will be tracked by the case manager and recorded in the case notes.
9. **Comprehensive guidance and counseling**, including drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth must be recorded in the case notes.

10. **Adult mentoring** for no less than 12 months may occur during both program participation and follow-up. The CAPTEWDB recognizes a gap in the availability of mentoring services for youth. However, bidders are encouraged to provide this element or describe how this element will be delivered through a partnership.
11. **Financial literacy education**; the President's Advisory Council on Financial Literacy defines personal financial literacy as "the ability to use knowledge and skills to manage financial resources effectively for a lifetime of financial well-being." (2008 Annual Report to the President) Through financial literacy youth will understand what it means to "manage your money and not be managed by your money."(HSBC Bank)
12. **Entrepreneurial skills training** of interested youth who through an assessment have been identified as individuals who possess the following skills that have been identified as necessary to become a successful entrepreneur includes critical and creative thinking skills, practical skills, personal characteristics, and interpersonal skills. Critical and creative thinking involves viewing a situation from different perspectives and conceiving original ideas; finding solutions to problems as they are presented; and recognizing and developing a plan to take advantage of opportunities as they present themselves. Practical skills and knowledge include goal setting, which includes the creation of a plan to achieve and then carry out the goal; planning and organizing includes project management skills, organization skills and forecasting; decision making will involve the use of relevant information, weighing of potential consequences and being confident in the decision made as a result. Personal characteristics typical of successful entrepreneurs are optimism, vision and initiative, desire for control, drive, persistence, and resilience. Possession of good interpersonal skills is critical in building great relationships with staff, customers, suppliers and more. These skills include leadership and motivation, communication, listening, personal relations, negotiations, and ethics ([www.mindtools.com](http://www.mindtools.com)).
13. **Services** that provide labor market and employment information about in-demand industry sectors or occupations available in the local area must be made available by the provider.
14. **Follow-up services** for at least 12 months after each youth exits the program to ensure continuity of services and progress towards the performance outcomes. For those contracts that are renewed for an additional 12 months, the provider will be responsible for follow-up services; otherwise, follow-up will be performed by the CAPTEWDB staff. The types of services provided must be based on the needs of the individual. Follow-up services may include the following: leadership development; supportive services; regular contact with the youth's employer, including addressing work-related problems that arise; assistance with job development; career development; further education; work-related peer support groups; adult mentoring; and tracking the progress of youth in employment after training. By maintaining monthly contact with the participant, the case manager will serve as a resource to identify and address challenges that arise for the youth, especially challenges related to employment and post-secondary education/training.

## **Employment and/or Postsecondary Education for Youth**

Many disadvantaged out-of-school youth who are 16 or older require specialized assistance to transition successfully into postsecondary education and/or employment. In addition to providing access to the program elements, bidders must demonstrate that transition strategies proposed for out-of-school youth are developmentally appropriate and designed to help launch young adults on a path toward economic self-sufficiency.

### **A. Employment**

Employment services should be grounded in a comprehensive assessment of each older youth's employment experience, including job history, interests, skills and abilities. Assessment results should be used to create an employment plan that generates quality job matching, wage progression, and career ladder opportunities. Specialized program design should assist young adults in obtaining viable work experience which may be paid or unpaid, internships and/or job shadowing opportunities, on-the-job "survival skills", and other post-placement services aimed at increasing job retention and satisfaction.

#### **a. Employer Connections**

Bidders must have effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets. Youth are placed in work experiences or internships with area businesses and community-based organizations, while other employers may participate as job-shadow hosts and/or mentors.

Bidders are encouraged to include innovative and sustainable employer partnerships in their WIOA Youth Program response. These connections must lead to youth placements in employment and/or postsecondary education, as well as meaningful exposure to the world of work with measurable skill gains.

**B. Postsecondary Education**

Bidders should outline strategies that help older youth to assess, pursue, and be retained in academic or career/technical degree programs, apprenticeships, industry recognized certification programs, or advanced career/technical training. These opportunities should ensure marketable credentials or certifications that will lead to employment placement or career progression upon completion. Priority should be given to training in growth industries and opportunities in the local market. Program design should maximize older youths’ participation and retention by addressing schedules for those who work full-time or part-time, have families to support, have transportation barriers, or are in need of enhanced student support services.

**WIOA Performance Measures**

Under the WIOA, local workforce areas are held accountable for the performance of the workforce system. For the CAPTE Youth Program, the desired performance measures are listed in the following table:

<u><b>Youth Primary Indicators of Performance</b></u>	
<b>Youth (ages 16-24)</b>	
<b>1. Percentage of program participants who are in education or training activities, or in unsubsidized employment during second quarter after exit</b>	<b>Placement in Employment or Education - 60%</b>
<b>2. Percentage of participants who are in education or training activities or in unsubsidized employment during fourth quarter after exit</b>	<b>Placement in Employment or Education - 70%</b>
<b>3. Median earnings of participants in unsubsidized employment during second quarter after exit</b>	<b>Earnings - % Pending Guidance from State</b>
<b>4. Percentage of participants who obtain a recognized post-secondary credential, secondary school diploma or equivalent during participation or within 1 year after program exit (credential plus employment equals program performance credit for the credential)</b>	<b>Attainment of a Degree or Certificate – 40%</b> (does not apply to work experience programs)
<b>5. Percentage of participants who during a program year are in education that leads to a recognized postsecondary credential or employment and who are achieving measurable gains towards those goals</b>	<b>Measurable Skills Gain - 80%</b> (does not apply to work experience programs)

The Workforce Innovation and Opportunity Act measures the success of the WIOA Youth Program services based on the above set of required performance measures.

**All contractors are expected to meet or exceed performance measures.**

**Note:** Performance measures are negotiated on an annual basis and are therefore subject to change based on the negotiations with the Alabama Department of Commerce Workforce Development Division (ADCWDD). These levels should ensure the local area of meeting or exceeding the negotiated levels with the ADCWDD and the DOL. For more specific information on these measures, interested organizations are encouraged to review the US Department of Labor website which will provide guidance and details on program related issues.

The CAPTEWDB will require documented attainment of placement into unsubsidized employment or enrollment into post-secondary education/advance training/occupational skills training. These goals will be monitored and evaluated on a quarterly basis. Performance data will be extracted from the contractor submission of reports.

The contractor **must** submit via email the following participant/program reports (formats will be provided by the CAPTEWDB):

- Monthly Progress and Attendance Report
- Monthly Narrative Report with a description of specific program activities provided during the month and significant accomplishments; description of goals and activities planned for the next month; and updates regarding linked organizations (subcontracted and non-financial partners), including any action to resolve issues with a linked organization. The contractor will also note in this report any programmatic, administrative, or fiscal challenges, as well as any requests for technical assistance.
- Quarterly Status Report

## **Program Design**

### **General Education Development (GED) Program/High School Diploma Program**

Only bidders providing tutoring for the obtainment of credentials from the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI) and/or Distance Education Accrediting Commission (DEAC) will be accepted.

**GED/High School Diploma Program Goal -** Youth entering the program must be suitable and have the ability to attain their GED/High School Diploma within the program year of participation. The contractor will provide basic skills instruction, tutoring, study skills training, alternative learning methods, such as project-based and computer-assisted learning and will ensure credential earned within the program year.

**GED Program/High School Diploma Program Outcomes -** Upon program completion, youth will be assisted with placement in further educational/occupational training or employment placement assistance.

**GED Program/High School Diploma Program Design Issues** The design of the GED Program/High School Diploma program should ensure that youth earn their GED or high school diploma within the program year enrolled. The CAPTEWDB GED Program/High School Diploma Program provider should remain involved with youth from the time of enrollment through earning their GED/High School Diploma during the program year **and for 12 months following completion/program exit** to ensure that youth begin postsecondary education or employment. This involvement will span both the active enrollment and follow-up phases of the WIOA, and must ensure that youth have access, at a minimum, to case management during the follow-up stage.

- Educational opportunities must be intertwined with employment services that address work readiness and career exploration and provide employment opportunities through activities such as job shadowing, internships, and work experience. Educational activities will be flexible to enable youth to participate while working.
- The message that further occupational skills training or college is an achievable goal must be woven throughout the program and emphasized by program offerings such as further training, college applications and financial aid workshops, local training programs and speakers.



- **While GED/High School Diploma attainment should remain a top priority for OSY programs, service strategies must reach beyond the GED/High School Diploma to support youth entry into postsecondary education or employment that will lead to self-sufficiency.** Strong proposals **must** reflect program outcomes that demonstrate progress toward and attainment of these goals. **20 percent of the program budget must be spent on work experience opportunities. The proposal must clearly indicate how these funds will be expended.**
- To the extent possible, participants' work experiences will help youth understand the connection between further training/education, long-term advancement, and guidance in obtaining a permanent attachment to the labor force. **Youth need to develop a realistic vision for their future employment.**
- Organizations that are partnered with the Community College System to provide GED and High School Recovery Services, cannot bill the provision of those same services under a CAPTE service contract. In order to bill under a CAPTE contract the organization must provide the service or submit a subcontracting agreement to the CAPTE Board for consideration.
- **All GED/High School Diploma training participants must receive 12 months of follow up services upon completion/program exit** to ensure that they not only begin employment or post-secondary education but remain employed or in post-secondary and show gains.

### **Occupation Skills Training (OST) Program**

OST is defined as an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels.

#### **Occupational Skills Program Goals**

Programs must be designed to lead youth to form a permanent attachment to the labor force and enable self-sufficiency through the attainment of full-time (20-40 hours per week and an hourly wage not to exceed \$13.50), long-term employment and/or postsecondary opportunities.

#### **Occupational Skills Program Outcomes**

Outcomes will vary depending on the needs, interests and age of the youth.

- Service strategies for out-of-school youth ages 16-24, with a recognized high school diploma or GED must connect youth to advanced training, postsecondary education and/or employment. These strategies should help interested participants not only enroll in such training, but also complete training, obtain a credential and gain employment. Any participant who is deficient in basic skills must be offered or referred to services to improve essential reading, writing, math, analytical, computer, and communication skills. Participants without a high school diploma or GED will be referred to that training program provider prior to receipt of occupation skills training.

#### **Occupational Skills Program Design Issues**

Design of the programs must address these six issues:

- Strong community partnerships are instrumental to the success and sustainability of second chance programs for out-of-school youth. Proposals should demonstrate comprehensive collaboration among local school districts, community colleges, community-based organizations and employers.
- The program will have specific, in-demand, high wage occupational emphasis. Youth will learn about these occupations in the program's key industry(s) cluster(s) through classroom instruction and introductory hands-on experience gained either during program hours or after hours.
- Employment activities may include paid and unpaid work experiences (work-based learning), including internships and job shadowing; work readiness and employment training; and career development activities. **20**

**percent of the program budget must be spent on work experience opportunities. The proposal must clearly indicate how these funds will be expended.**

- To the extent possible, participants' work experiences will help youth understand the connection between further training/education, long-term advancement, and guidance in obtaining a permanent attachment to the labor force. **Youth need to develop a realistic vision for their future employment.**
- The provider will provide work readiness training. The skills taught will include, but are not limited to, self-awareness, personal health, improvement of self-image, hygiene, appropriate work attire, knowledge of personal strengths and values, world-of-work awareness, labor market knowledge, job search techniques and positive work habits, attitudes, and behavior. All of which will lead the youth in developing a permanent attachment to the labor force.
- Some older youth may not advance to post-secondary education or advanced training. It is especially critical that the bidder provide these youth with comprehensive employment placement services during their enrollment in the WIOA program. **Bidders must describe their approach to facilitating job placement, job retention, and long-term wage progression, including youth access to local workforce system resources. A review of past job placement performance must be provided.**
- **All occupational skills training participants must receive 12 months of follow up services upon completion/program exit** to ensure that they not only begin employment or education but remain employed or in post-secondary and show wage or educational gains.

### **Work-Based Learning Program**

The CAPTEWDB will operate a Youth Work-Based Learning Program for youth 18-24 years old. Eligible youth will be paid the entry level wage for the position, not to exceed \$13.50 per hour, for 20-40 hours per week, for a period not to exceed a maximum of 520 hours. Programs must be designed to lead youth to form a permanent attachment to the labor force and enable self-sufficiency through the attainment of full-time, long-term employment and/or postsecondary opportunities. Listed below are the policies and procedures for the Work-Based Learning Program. The operation of the program will be the responsibility of the provider.

### **Goals and Objectives**

The goal of the program is to promote the development of good work habits and basic work skills to ensure a long-term attachment to the labor force by participating in a structured paid or unpaid work-based learning activity. The objectives include:

- to improve a participant's work maturity skills through meaningful work-based learning assignments and proper supervision; and/or
- to improve a participant's occupational skills through worksite instruction and well-supervised job tasks; and
- to enhance a participant's academic and other basic skills through relevant worksite experience

Each participant should complete the Work-Based Learning Program with enhanced work maturity skills. In addition, each participant should find that they have a better understanding of future employment or training options (careers, occupational skills training, etc.). Each participant's work-based learning activity will be reviewed and evaluated with respect to the above goals and objectives.

### **Work-Based Learning Program Development**

Design of the programs must address the following issues:

- The program will have specific, in-demand, high wage occupational emphasis. Youth will learn about these occupations in the program's key industry(s) cluster(s) through classroom instruction and introductory hands-on experience gained either during program hours or after hours.

- Employment activities may include paid and unpaid work experiences (work-based learning), including internships and job shadowing; work readiness and employment training; and career development activities. The paid employment activity must be 20 –40 hours per week and preferably with a work-site company that has a vacant position in the occupational area where the participant will have an opportunity to become an employee of the company.
- The contractor will provide work readiness and soft skills training prior to enrolling participants in this activity. The skills taught will include, but are not limited to, self-awareness, personal health, improvement of self-image, hygiene, appropriate work attire, knowledge of personal strengths and values, world-of-work awareness, labor market knowledge, job search techniques and positive work habits, attitudes, and behavior. All of which will lead the youth in developing a permanent attachment to the labor force.
- To the extent possible, participants’ work experiences will help youth understand the connection between further training/education, long-term advancement, and guidance in obtaining a permanent attachment to the labor force. **Youth need to develop a realistic vision for their future employment.**
- 20 percent (CAPTE requirement) of the contract amount **must** be spent on work experience; minus those spending areas listed in the Act and the Final Rules.

### **The Provider**

The Provider will solicit, review and select worksite/facilities. The Provider staff will monitor the participant(s)’ job performance, help solve work-related problems that may occur, provide very basic counseling as necessary, and link the participant(s) with support services. The Provider will be responsible for collecting timesheets for youth participant(s) on a weekly or bi-weekly basis, tracking participant(s) and associated outcomes, verifying participant(s) time and attendance with worksite supervisors, assisting youth participant(s) with on-line applications and career exploration, answering questions, problems, etc.

### **Worksite**

The worksite is responsible for supervising youth participant(s) and ensuring they are engaged in a meaningful work-based learning activity. A Worksite Agreement and Worksite Job Description form will be developed between the worksite and the Career Center. Both parties will sign the description form and attach it to the original and all copies of the Worksite Agreement.

### **Appropriate Worksites**

Work-Based Learning worksites may be either public (governmental) or not-for-profit agencies (non-profit). Internship opportunities will be available at private (for-profit) worksites. Participants can earn an amount not to exceed \$13.50 per hour. The participant’s rate of pay for the work experience should be comparable to the rate of pay for a new employee at the worksite who is performing the same tasks. Case Managers will need to document in the participant’s case notes that they are being paid the company’s normal beginning rate of pay for the job. Before assigning participant(s) to a worksite, the Career Center staff will consider whether the location and training assignment will meet the participant’s needs. Worksite selection should be as flexible as possible; however, the following are some points that should be considered:

1. Worksites should provide experiences that enhance the participant(s)’ potential to achieve the program’s outcomes and the participant(s)’ goals.
2. Worksites should treat Work-Based Learning youth participant(s) in the same manner as they would any other employee.
3. Worksites should provide meaningful training assignments that are related to the occupational interests of the participant(s).
4. Worksites should expose the participant(s) to materials, processes, tools, and technology that correspond with those used by similar agencies.

5. Worksites should utilize the participant(s)' time productively.
6. Worksites should be willing to put the participant(s) into a training assignment that provides development of work maturity skills.

### **Worksite Training Hours**

Provider staff will work with the worksite to develop a work schedule for the youth participant(s). Participant(s) should be assigned to work 20-40 hours per week for the equivalent of (13) weeks, for a maximum of 520 hours. **Payment for any hours the worksite allows the youth participant(s) to work over the 520 hours will be the responsibility of the worksite.**

### **Youth Work-Based Learning Payments**

Participants will be employees of the service provider and will be paid weekly or bi-weekly. Participants will have their pay direct deposited into their bank account (checks may be considered in cases of hardship). It may take approximately two (2) weeks for the participant(s) to receive their first paycheck.

### **Youth Worksite Job Description**

A Youth Worksite Job Description will be developed and attached to the Worksite Agreement. The Provider can make copies of the form as needed. If a participant(s)' job duties change, the Worksite Job Description should also be changed to reflect the new work assignment.

## **POLICIES AND PROCEDURES**

### **Eligibility for Work-Based Learning Activity**

The Work-Based Learning Program is designed for youth and young adults ages 18 - 24 years old that are eligible for WIOA youth services. Ideally, participants should possess a high school diploma or GED and not be Basic Skills Deficient (BSD). Exceptions may be made by Provider staff, if the participant's assessment and case notes document that the youth is prepared to benefit successfully from participation in this activity. A copy of the assessment and case notes will be placed in the participant's Work-Based Learning file at the Provider and Career Center.

#### **I. Assessment**

Provider staff will determine a participant's need for work-based learning during the assessment process. Youth Work-Based Learning is an integral part of a long-term plan, as documented on the Individual Service Strategy; and is designed to assist youth in obtaining unsubsidized employment. There should be a reasonable expectation of unsubsidized employment at the completion of the work-based learning activity.

#### **II. Orientation**

Prior to enrolling participant(s) in the Work-Based Learning program activity, Provider staff will provide participant(s) with an orientation for this activity. The orientation will include the purpose of the assignment, payment procedures, and the rules and regulations of the worksite where assigned.

#### **IV. Worksite Selection**

Provider staff should consider the following guidelines during the worksite selection process:

1. Worksite selection should correspond when possible, with a participant's expressed interest and objectives found on the ISS. The site should enhance career exploration. The worksites may be either public (governmental) or not-for-profit agencies (non-profit). Internship opportunities are also available at private (for-profit) worksites. **This may not always be possible due to limited worksite alternatives within the community.**
2. Youth participant(s) **may** work weekends, nights or holidays if it is required by the worksite and as long as supervision will be provided.
3. Prior to making a final worksite selection for participant(s), the worksite should be visited, and a brief meeting held with the supervisor.

4. Participant(s) must make a commitment to complete the youth program assignment.
5. Prior to worksite selection and referral, participant(s) should know what will be expected at the worksite.
6. Decisions for worksite selection will be made between the Provider, the worksite supervisor, and the participant(s).
7. Worksite staff must have a thorough understanding of their responsibilities and agree to comply with guidance provided in the Worksite Supervisor Handbook.
8. Worksite staff will utilize the Worksite Participant Evaluation Form to assess participant(s) progress in the performance of assignments.

## V. The Worksite Agreement / Worksite Job Description

Provider staff will review the following terms of the Worksite Agreement with the worksite representatives.

1. The worksite agreements must be completed and the youth certified eligible for the program before participant(s) can begin the program.
2. Only 1 Worksite Agreement will need to be completed for each worksite regardless of the number of youth participant(s) assigned to the site.
3. The Provider, in conjunction with a worksite representative, will develop a Youth Worksite Job Description for each participant.
4. Youth work-based learning program activities will be performed under the following terms of agreement:
  - i. Youth participant(s) will be placed in assignments that will provide meaningful employment and that are in compliance with federal, state, and local laws.
  - ii. **Youth participant(s) will be supervised at all times.** In addition to supervision, Worksite supervisors will: (1) provide an orientation to work stations and safety rules associated with work performance, (2) accurately complete and sign participant's time sheet in a timely manner, (3) immediately notify the Provider in the event of a work-related accident or injury, and (4) immediately notify the Provider in the event that the participant fails to report to work.
  - iii. Participant(s) in the Youth Work-Based Learning program **will not** result in the displacement of current employees, including partial displacement, such as reduction in hours of overtime work, wages, or employment benefits.
  - iv. Youth participant assignments shall not discriminate on the basis of race, disability, sex, political affiliation, religion, creed, or national origin.
  - v. The worksite will designate a full-time employee as a contact person who will be responsible for answering inquiries at the worksite and be available for assistance with resolution of worksite problems.
  - vi. Youth participant(s) must be covered by Workers' Compensation Insurance by the Provider in the event of a work-related accident and/or injury associated with the Youth Work-Based Learning Program activities.
  - vii. The worksite agrees that if participant(s) should accidentally damage equipment or property, no damages will be chargeable to the participant(s), the Career Center, nor the program provider. However, the youth participant(s) may be held responsible for the willful destruction of equipment or property.
  - viii. The assignment to a worksite shall not exceed 520 hours, 20-40 hours per week for the equivalent of 13 weeks. It is understood that while the worksite is not required to hire the participant(s) upon completion of the training assignment, a request may be made by Provider staff for permanent/full-time placement.

- ix. Worksite supervisors will assist in ensuring that Work-Based Learning is beneficial to the participant(s) in gaining workplace knowledge, including enforcement of time and attendance policies. The worksite supervisor will offer instruction to the youth participant(s) as they would any of their other full-time employees.
- x. Each worksite must have at least 1 supervisor located at their assigned worksite.
- xi. A description of the Worksite Job Description will be developed and agreed upon between the Provider and the worksite for each participant. In addition, the Youth Worksite Participant List will state the participants assigned to the worksite. When completed, the Youth Worksite Job Description, and the Youth Worksite Participant List becomes a part of the Worksite Agreement.

#### **VI. The Youth Work-Based Learning Program Participant Evaluation Form**

The Youth Work-Based Learning Participant Evaluation Form will be used by the worksite supervisor to evaluate a participant's progress in acquiring work readiness skills. The worksite supervisor **will** complete this form. The initial rating will be accomplished by the worksite supervisor within the **first five days** of participation. The final rating will be completed **before** the participant's work-based learning time period has been completed.

#### **VII. E-Verify**

Work-Based Learning participants will be the employees of the program provider. Once the registration with the program provider has been completed, the Career Center Case Manager will scan and email the participant's employment application, Form I-9 (include the participant's email address on form), social security card, picture ID and other required employment information to the program provider on the date it is completed. Once completed, the E-verify form will be emailed to the Career Center Case Manager from the program provider. All documentation must be kept in the participant's records at the Career Center and the provider.

#### **VIII. Customer Agreements**

All participants in WIOA activities must sign and date the CAPTE Drug Policy. This form states that: 1) the CAPTE reserves the right to require participant(s) to take a drug test; 2) participant(s) who are found to have used illegal drugs will be suspended from participation until such time as it can be demonstrated that participant(s) is drug-free or has entered a drug treatment or counseling program before re-enrollment; 3) participant(s) who exhibit the use of alcohol while participating in a WIOA program will be suspended from participation; 4) participant(s) may appeal an order for a drug test and/or sanctions imposed as a result of a drug test in writing to the Jefferson County Director of Human-Community Services and Economic Development, located at: Jefferson County Courthouse, Room A-430, 716 Richard Arrington Jr. Boulevard North, Birmingham, AL 35203. A copy of the Grievance and Complaint Procedures form will be given to each participant for their records and the original signed form will remain in the Career Center case file. Participants will also be required to sign the CAPTE Information Release form, the WIOA Follow-Up form and the Americans with Disabilities Act form.

## **Proposal Guidelines and Submission Instructions**

### **Due Date**

Proposals **must be received** by Central Alabama Partnership for Training and Employment **no later than 4:00 pm (CST), April 22, 2021**. All Bidders must allow sufficient delivery time to assure that CAPTE **receives** proposals on or before the closing date and time. **Postmarks or courier service pick-up receipts will not be considered.**

### **Submittal Requirements**

Proposals must be submitted to:  
Pamela Mapp

Sr. Administrative Analyst/Program Supervisor  
Re: Youth Services RFP  
Central Alabama Partnership for Training and Employment  
3216 4th Avenue, South  
Birmingham, Alabama 35222

No proposals will be accepted via fax machine transmissions or e-mail. Proposals may be hand delivered or submitted by U.S. mail or other mail carrier service, such as Fed Ex, UPS or DHL. Any proposal received after the closing date and time will be disqualified from this RFP process.

Five (5) unbound copies of the proposal and (1) one original bound copy is required. The original copy must be clearly marked "Master Copy". If the original is not clearly marked "Master Copy", the proposal may be rejected.

The package containing the original and copies must be sealed and marked with the bidder's name and "Confidential-CAPTEWDB OSY GED/High School Diploma PY2021, or CAPTEWDB OSY Occupation Skills Training PY2021, or CAPTEWDB Work-Based Learning PY2021". No documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization prior to the proposal evaluation process. Information contained in the proposal that is privileged and confidential and is clearly marked as such will not be disclosed.

### **Format Requirements**

Bidders must use the forms provided or computer-generated forms. All other pages should be on plain paper that is 8 ½" x 11", with a 1" top, bottom, left, and right margin. If computer-generated forms are used, they must duplicate the CAPTE forms and must not allow the bidder more space than that provided on the CAPTE forms. Proposals must include a table of contents, be typed and double-spaced. Typeface must be no more than twelve (12) characters per inch (12-pitch font) in Microsoft Word format. Each page (excluding attachments and exhibits) must be clearly and consecutively numbered at the bottom of the page (numbers cannot be handwritten).

**Proposals that fail to follow all instructions and that do not include all applicable information and forms will not be considered.**

### **A. Cover Page**

Submit a letter, on company letterhead, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal, which must include the following information:

- A statement that the proposal is submitted in response to the CAPTEWDB RFP for an Out-of-school Youth Program for PY 2021.
- A statement certifying that the signatory, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm and also indicates which individuals, by name, title, and phone number, are authorized to negotiate with the CAPTEWDB on behalf of the organization/firm. Include company documentation so authorizing.

### **B. Table of Contents**

### **C. Problem Statement** (This section is limited to 3 pages)

Clearly state the problem in providing services to WIOA youth in relation to the required youth elements noted in this RFP and the WIOA legislation. Describe the problems associated in reaching WIOA eligible youth living in the Central Alabama Partnership for Training and Employment Regional Area.

### **The Proposal Narrative** (The entire proposal narrative is limited to 15 pages)

The proposal narrative is the main body of information describing the problem to be addressed, the plan to address that problem through appropriate and achievable objectives, and activities and the ability of the bidder to implement the proposed plan.

The 15-page proposal narrative maximum does not include the required 1-page proposal summary, statement of experience, 2-page budget narrative, or required budget forms.

**D. Plan and Implementation** (This section is limited to 8 pages)

1. Present the plan to address the problem identified above and what the program intends to accomplish. Include the WIOA elements to be addressed, outline the goals, objectives, activities and timelines for addressing how the selected elements support the identified problem.
2. Describe the number and characteristics of the target group to be served. Discuss how the youth will be served. All GED participants must be an out-of-school youth, age 16 – 24. Out-of-School Occupational Skills participants must have a recognized high school diploma or GED.
3. Describe how the bidder will implement the plan of service. Include the applicable components, such as:
  - Outreach and recruitment;
  - Case management;
  - Program services (i.e. basic/remedial education, tutoring, study skills training, and instruction leading to the completion of secondary school);
  - Occupational skills training, leadership development,
  - Paid/Unpaid work experiences, internships, job shadowing, job placement (20% of budget must be spent on work experience);
  - Supportive services;
  - Cost per participant;
    - “Direct to participant” funds (this includes youth training costs, participant wages, participant incentives and supportive services); and
    - Program services timeline that reflect the major activities, person (people) responsible and date of completion.

4. Administrative and Staffing Plan – Describe the proposed program’s management plan and staff positions. Provide a resume for all personnel who will be involved in administering a contract resulting from this proposal.

Provide a copy of the current organizational chart showing all major functions and components and the names of persons occupying named positions. Identify those staff that are proposed to be fully or partially paid from WIOA funds.

If the award of a contract based on this proposal will require the organization to obtain additional staff, provide a detailed explanation of the type of positions required and when personnel will be available. The costs associated with the addition of these personnel must be calculated into the proposed total cost of the program.

5. Subcontracting/Formalized Agreements – If subcontracting, the bidder must submit written justification for subcontracting if any portions of the proposed services/activities are contracted out to another agency/organization. Attach a statement from each potential subcontractor, signed by a duly authorized officer, employee, or agent of the organization/agency that includes the name and address of the organization/agency, type of work to be performed and percentage of the total work to be subcontracted. The statement must also include that the subcontractor will perform all work as indicated and will comply with all WIOA regulations, state or federal laws. The bidder shall be responsible for the performance of the subcontractor. **If not subcontracting, the bidder should provide a statement to that effect.**

Formalized Agreements are with other organizations, educational institutions, and potential employers with whom the bidder has established linkages to provide WIOA youth services as part of this proposal and that would not be directly provided by the bidder.

6. Administrative and Fiscal Capacity – Briefly describe the administrative and fiscal capacity of the bidder to fulfill the WIOA-required documentation and record keeping, such as:
  - Collecting data and preparing the WIOA required documents;



- Security and confidentiality of participant records;
- Accounting controls;
- Use of payroll vendor services;
- Preparing and submitting monthly requests for reimbursements;
- Handling of corrective actions/findings, if needed; and
- Identity of person(s) responsible for the administrative/fiscal activities and their job title.

#### **E. WIOA Mandated Performance Outcomes**

The WIOA requires that the CAPTEWDB achieve certain performance outcomes for its WIOA funded youth programs. As a result, the CAPTEWDB will require all contractors to achieve the performance outcomes listed for their individual WIOA funded youth program. The required performance outcomes will also be set forth in the final contract. The performance measurements will be used by the CAPTEWDB over the term of the contract to hold the contractor accountable for achieving the required performance outcomes.

If a contractor fails to achieve the required outcomes or fails to comply with the performance measurement requirements in any way and renders the CAPTEWDB unable to determine whether or not the contractor has achieved the performance outcomes – the CAPTEWDB and Jefferson County has the right to terminate the contract and cease all funding of the contractor’s WIOA Youth Program.

#### **F. Program Performance Measures & Outcomes** (This section is limited to 4 pages)

Identify the proposed activities (i.e. welding certification), estimate the number of youth expected to complete the training and enter into training-related, unsubsidized employment. If the proposed outcome is entry into the military, or entry into a post-secondary educational institution, estimate the number of youth that will achieve this result. Clearly indicate how the required performance measures will be tracked, reported and how the source documentation will provide sufficient verification that performance measures will be accomplished.

In preparing this portion of the proposal, refer to the DOL website for the WIOA Mandated Performance Measures which will provide direction on performance, methodology and common measures reporting (primary indicators of performance). Bidders must demonstrate that the performance measures contained in the proposal will result in compliance with those mandated performance measures. The achievement of performance measures will be used by the CAPTEWDB to hold contractors accountable for the performance outcomes imposed on the CAPTEWDB for WIOA funded youth programs.

#### **G. Statement of Experience**

A statement of experience prepared on company letterhead which explains why the organization is qualified to be a WIOA youth service provider, signed by the authorized agent and which includes the following:

- i. knowledge of the Workforce Innovation and Opportunity Act (WIOA) and the regulations guiding WIOA activities and services
- ii. history operating youth programs for low-income youth, which includes program performance and outcomes
- iii. the organization’s mission and capacity to integrate the CAPTEWDB WIOA youth services into the organization’s overall operation
- iv. description of the relevant experience of the organization’s key staff who will be involved in planning the youth service(s) the organization will deliver as a contractor  
(In the Budget Narrative section include a resume and job description for each position to be funded in whole or in part in the organization’s proposed budget)
- v. description of the organization’s internal monitoring system and demonstrate how it is effectively used to ensure quality and identify program, personnel and/or fiscal issues
- vi. description of the organization’s corrective action procedures
- vii. affirmation that the bidder is a valid legal entity in the State of Alabama, such as a corporation, partnership, etc. and *attach* copies of the official papers showing formation of a corporation, partnership, or sole proprietorship

- viii. copy(s) of current business license(s) and permit(s)
- ix. identification of the number of years the agency/organization has been in business under the present business name, as well as prior business names
- x. suspension requirements from prior contracts or an applicable statement that the bidder or its principals have not been suspended from any prior contracts
- xi. completed Statement of Qualifications for Bidder's List (see Attachments)
- xii. certification that the organization is not proposed for debarment, is not presently debarred, suspended, or declared ineligible, as required by Executive Order 12549, "Debarment and Suspension," and implemented by 28 CFR, Part 67, for prospective participants in primary covered transactions
- xiii. evidence that the WIOA funding requested in its proposal and submitted under this RFP will not exceed 50% of the organization's gross revenue
- xiv. completed Disclosure Statement (see Attachments)
- xv. W-9

## H. Financial Statements/Audit Requirements

Provide a copy of the most recent and complete audit and/or financial statements available for the organization. The financial statements shall be for a fiscal period not more than 18 months prior to the submission date for the proposal. If an audit is of a parent firm, the parent firm shall be party to any contract resulting from the proposal.

## I. Insurance Requirements

Bidders awarded a contract are required to meet insurance requirements (Form 9, Section 58). The proposal should include current certificates of insurance for general liability, auto and workers' compensation insurance. **At a minimum**, all proposals must include a letter signed by their insurance agent, on their insurance company's letterhead, stating that the insurance requirements can be met and will be included in a policy if a contract is awarded.

## The Proposal Budget

The purpose of the Proposal Budget is to demonstrate how the proposal will implement the proposed plan with the funds available through this program. The budget is the basis for management, fiscal review, and audit. Proposal costs must be directly related to the objectives and activities of the project. The budget must cover the entire contract period. In the budget, include only those items to be covered by WIOA funds. Bidders are highly encouraged to supplement WIOA funds with funds from other sources. If non-WIOA sources of funding will be used to supplement WIOA funding to support the proposed youth services, explain how the funds will be used to support the proposed WIOA youth services. Final budgets will be determined after WIOA youth allocations are received and the providers of youth services selected.

The bidder shall develop a **line-item** budget that will enable the proposal to meet the intent and requirements of the program, ensure the successful implementation of the project, and are cost-effective. The bidder should prepare a realistic and prudent budget avoiding unnecessary or unusual expenditures that would detract from the accomplishment of the objectives and activities of the project. The following information is provided to assist in the preparation of the budget. Strict adherence to all required and prohibited items is expected. **Where the bidder does not budget for a required item, the bidder assumes responsibility for the cost of that item.** Failure of the bidder to include required items in the budget does not affect the responsibility of the bidder to provide those items during the implementation of the project.

**All expenses incurred prior to the contract being awarded and the agreement fully executed are the responsibility of the bidder.**

### 1. The Budget Narrative (This section is limited to 2 pages)

Bidder is required to submit a narrative with the project budget. The narrative must be typed and placed in the proposal in front of the budget pages. In the narrative describe:

- a. How the project's proposed budget supports the stated objectives and activities in the project;
- b. How funds are allocated to minimize program costs and support direct services to participants;

- c. The duties of project-funded staff, including qualifications or education level necessary to the job assignment;
- d. How project-funded staff duties and time commitments support the proposed objectives and activities;
- e. Proposed staff commitment/percentage of time to other efforts, in addition to this project, any unusual expenditures; and
- f. Identify all proposed subcontracts.

## 2. Budget Form

Refer to Forms 3, 5 and 6; complete the forms using the electronic version (Excel Document) available in the contracting section of the RFP.

Each budget category requires additional line item detail that addresses the method of calculation and justification for the expense. Enter the amount of each line item. All charges must be clearly documented and rounded off to the nearest whole dollar.

## 3. Organizational Chart

The organizational chart should provide a clear and detailed depiction of the structure of the bidder organization, and the specific unit(s) within the organization that will be responsible for the implementation and operation of the project. The organizational chart should also depict supporting units within the organization (e.g., the Accounting Unit) and depict the lines of authority within the organization. Job titles on the organizational chart should match those in the budget and budget narrative. Include a job description for each position funded, in whole or in part, in the organization's proposed budget. A current resume of all personnel funded, in whole or in part, must also be included.

## 4. Formalized Agreements

Formalized Agreements for proposed services not being administered by the bidder must be dated and contain signatures, titles and agency names for both parties. The formalized agreement must demonstrate a formal system of networking and coordination with other agencies and the project. Those submitted with the proposal must be effective for the proposed program year. For the purposes of this RFP, the terms "Formalized Agreement" and "Memorandum of Understanding (MOU)" are synonymous.

## 5. Program Costs

Program expenses are defined as necessary and reasonable expenditures exclusive of personnel salaries, benefits and participant costs. Such expenses may include specific items directly charged to the project. The expenses must be program-related (e.g., to further the program objectives as defined in the contract award) and be encumbered during the contract period. Reimbursement will be through a line item reimbursement contract. To obtain reimbursement for program costs, you must document costs. If the proposal to serve as a contractor is funded, you will itemize all costs associated with the program on the budget forms included in the contract. Supportive Services and/or incentives to be paid with WIOA funds must be listed in the budget.

## 6. Participant Costs

Participant Costs include the cost of items that are spent directly on individual participants and are tracked by individual enrollment. Possible costs include participant supportive services (transportation and ancillary items), participant wages, participant supplies, participant incentives and participant tuition and fees incurred to achieve participant goals, objectives and activities.

## 7. In-Kind/Leveraged Funds

Bidders are required to seek in-kind contributions and/or leveraged funds from non-agency sources to assist in the operation of this project. **An amount which is at least ten percent (10%) of the amount of funding requested must be supplemented from in-kind services, equipment or space or contributions from funds that are being leveraged from other sources.** *Note: Submit a budget based on the total contract.*

## 8. Prohibited Expense Items

The following is a list of prohibited items:

- a. **Automobiles** – Purchase or lease of automobiles.
- b. **Lobbying** – WIOA funds cannot be used for lobbying activities (Attachment XII).
- c. **Fundraising** – WIOA funds cannot be used for organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, or similar expenses incurred solely to raise capital or obtain contributions.
- d. **Real Property and Improvements** – Real property, including purchase of land, land improvements, structures and their attachments, and structural improvements and alterations.
- e. **Interest** – The cost of interest payments is not an allowable expenditure, unless the cost is a result of a lease/purchase agreement.
- f. **Membership Dues** – The cost of membership dues for projects involved in the licensing or credentialing of professional personnel is not an allowable expenditure, unless it is part of a governmental negotiated benefit package.
- g. **Professional License** – The cost of a professional license.
- h. **Annual Professional Dues or Fees** – The cost of professional dues or fees is not an allowable expenditure, unless it is part of a governmental negotiated benefit package.
- i. **Charges, Fees and Penalties** – Finance charges, late payment fees, penalties and returned check charges are not allowable expenditures.
- j. **Depreciation** – Depreciation charges are not allowable expenditures.
- k. **Marketing** - the process or technique of promoting, selling, and distributing a product or service.
- l. **Advertising** - the action of calling something to the attention of the public especially by paid announcements.

## Evaluation Process and Scoring Criteria

All proposals received by the deadline will be read and if more than a single proposal is received, they will be rated by a team consisting of at least 4 raters. The average scores from the raters for the qualified proposals will be ranked numerically to develop a ranked list for each program.

### Proposal Narrative – 50 Points

#### (1) Problem Statement: Youth Identification

- Targeted youth are those who are: school dropouts, pregnant and/or parenting, subject to the juvenile or adult justice system, homeless, a runaway, in foster care or has aged out of the foster care system, a youth eligible for assistance under the Social Security Act, or an out-of-home placement, a low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment, within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter, recipients of a secondary school diploma who are low-income individuals and basic skills deficient; or an English language learner.
- Proposal states recruitment methods used to identify and enroll out-of-school youth.
- The activities are to be age appropriate, interesting and beneficial, and likely to attract youth.

#### (2) Proposal Plan

- Description of the WIOA program elements and how they will be provided.
- Description of how the program is designed to address recruitment, objective assessment of participant, the development of an individual service strategy and employment or post-secondary school attendance.

#### (3) Proposal Program Implementation

- The WIOA priority program elements that make the proposal unique are stated and measurable.
- The bidder will have the capability and capacity to provide all required services.
- All sites for outreach, enrollment and program operations are clearly identified.
- Program and service sites are located conveniently for the youth targeted.

#### (4) Program Performance Outcomes

- Proposal states the number of participants expected to be served in each major program area.

- Proposal states the short-term benefits for participants in each major program function.
- Proposal states the long-term benefits for participants in each major program function.
- Proposal clearly states goals for placing youth in employment or post-secondary education.
- Percentage of program participants who are in education or training activities, or in unsubsidized employment during second quarter after exit.
- Percentage of program participants who are in education or training activities or in unsubsidized employment during fourth quarter after exit.
- Median earnings of participants in unsubsidized employment during second quarter after exit.
- Percentage of participants who obtain a recognized post-secondary credential, secondary school diploma or equivalent.
- Percentage of participants, who during a program year, are in education that leads to a recognized post-secondary credential or unsubsidized employment and who are achieving measurable gains towards those goals.

### **Budget Narrative – 30 points**

- (1) All required information, including staff, operational and other needed costs is provided in the required budget format according to instructions.
- (2) Line-item budget is accurate and complete.
- (3) Bidder has demonstrated that it is fiscally solvent.
- (4) Bidder demonstrates multiple funding sources and not WIOA funding dependent.
- (5) The bidder is part of a collaborative partnership with other organizations that are providing innovative staffing approaches and/or in-kind services for the overall project.
- (6) The amount of supplemental funding being provided to the program by the bidder is at least 10% of the total funding needed to deliver the proposed services.
- (7) Bidder describes the management oversight of the WIOA youth program operations and the site location of the administrative activities.

### **Oral Presentation – 20 points**

The date for Oral Presentations will be emailed to each proposer once the Board provides the hearing date to staff. The presentation will be limited to 15 minutes. No PowerPoint presentations can be presented, but handouts may be distributed.

### **Funding Recommendation Process**

Recommendations for funding will be based on the following:

- The score of the proposal
- Consideration of the funding priorities or geographical distribution of selected proposals as applicable to each program
- Prior negative administrative and programmatic performance and compliance as a County or Regional-funded project, if applicable;
- Cost vs. benefit of the proposed program. Proposals that do not budget at least 75% of total funding directly to participants may not be recommended for funding.

In accordance with Federal/State regulations, projects previously funded by the CAPTEWDB will be reviewed for past performance, including financial management, progress and annual reports, monitoring results, audit reports, results of credit worthiness and any other relevant information. This review may result in one or more of the following actions: a) the project may not be selected for funding; b) the amount of funding may be reduced; or c) contract award conditions may be placed in the contract.

Proposals are first submitted to the WDB Youth Standing Committee who will make recommendations for funding to the CAPTEWDB. The Board makes the final approval for funding and forwards the contract to the Jefferson County Commission for signature authorization.

The CAPTEWDB staff will conduct a pre-award site review to determine the administrative capacity of the bidder, and to address the ability of the bidder and/or its partners to deliver the proposed services. This review may include a request for appropriate documents (e.g., insurance) and completion of Fiscal and Administrative Capacity Policies & Procedures for Jefferson County and/or the CAPTEWDB review.

If a bidding organization has little or no experience administering a WIOA Youth Program, the CAPTEWDB may require the organization to obtain a WIOA experienced mentor agency to assist and provide program guidance for the initial contract period. This is in order to build capacity and ensure that organizations are successful and fully understand the provisions of the WIOA Youth Program. This may also include limiting youth participant numbers. These provisions are to ensure the overall program success and performance outcomes.

### **Notification Process**

All bidders submitting an approved proposal will receive notification of the funding recommendations.

### **Rejection of Proposal**

The CAPTEWDB reserves the right to reject any and all proposals received pursuant to this RFP. The CAPTEWDB will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. The CAPTEWDB also reserves the right to select the contractor(s) who will best meet the needs of the region and the program; the selection will not necessarily be based solely on cost.

### **Appeals**

An appeal of a denial of award can only be brought on the following grounds:

- (1) Failure of the CAPTEWDB to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- (2) There has been a violation of conflict of interest as stated in Form 9 Section 32.
- (3) A violation of State or Federal law

Appeals will not be accepted for any reasons other than those stated above. Appeals must be sent to:

Pamela Mapp  
Sr. Administrative Analyst/Program Supervisor  
Re: Youth Services RFP Appeals  
Central Alabama Partnership for Training and Employment  
3216 4th Avenue, South  
Birmingham, Alabama 35222

Accepted appeals will be processed and reviewed by a panel convened by the Chairperson of the Youth Standing Committee and the Director of the CAPTEWDB.

The Youth Committee and the CAPTEWDB will consider only those specific issues addressed in the written appeal.

Statement of Qualifications for Bidder’s List

<b>Date of Statement:</b>				
<b>Name of Organization:</b>				
<b>Address:</b>				
<b>Authorized Signatory:</b>				
(must provide formal documentation of delegation of signatory authority by organization’s governing body)				
Legal Status of Organization				
	Profit		Date Incorporated	State
	Non-profit		Date Incorporated	State
	501(c)(3) IRS Letter of Determination			Date
	Other Non-Profit		IRS Letter of Determination	Date
	State, Local or Indian Tribal Government		Educational Institution	
	Other (specify)			
Internal Revenue Service (IRS) Employer’s Identification Number (EIN or TIN)				
<b>Demonstrated effectiveness in Workforce programs, if applicable.</b> (Briefly describe the organization’s prior activities and outcomes related to workforce development programs that demonstrate the effectiveness of the service provided. Attach additional sheets if necessary.)				
	Yes	No	In the past five (5) years has your firm been involved in a lawsuit in/on a matter related to payment to subcontractors, work performance on a contract, or employment-related litigation that proceeded to court?	
	Yes	No	In the past five (5) years has your firm or any of its owners, partners or officers been investigated, cited, assessed any penalties, or been found to have violated any laws, rules/regulations enforced or administered by any governmental entity?	
	Yes	No	Is your organization now, or has it ever been at any time in the past five (5) years the debtor in a bankruptcy case?	
	Yes	No	In the past five (5) years has a governmental or private entity or individual terminated your organizations contract prior to completion of the contract?	
	Yes	No	Does your organization have general liability insurance?	
	Yes	No	Does your agency have a fidelity bond?	

## **Additional Information**

### **Proposal Checklist and Required Sequence**

This checklist is provided to assist the bidder in ensuring that a complete and ordered proposal is submitted. Failure to include any of the following elements will result in disqualification of the proposal.

- Proposal Cover Page (written on organization's letterhead)**
- Table of Contents**
- Proposal Summary**
  - Statement of Qualifications for Bidders List
  - Signature Certification
  - Form 1 (WIOA Contract Agreement)
  - Form 2 (WIOA Contract Summary)
- Proposal Narrative**
  - Problem Statement
  - Statement of Work (includes Plan and Implementation)
  - Program Performance Measures and Outcomes
  - Statement of Experience
  - Formalized Agreements (Business Licenses: City, County, State; Lease, Insurance, MOU's, Subcontracts)
  - Locations (areas) to be served
- Proposal Budget**
  - The Budget Narrative
  - Forms 3, 5 & 6 (Budget Forms)
  - Organizational Chart
  - Financial Audit/Statements (include copy of W-9)
- Certifications and General Provisions**
  - Form 9 (General Provisions & Assurances)
  - Alabama Disclosure Statement
  - Service Provider Memo



## Additional Information

### ATTACHMENT LISTING (FORMS)

Form 1	WIOA Contract Agreement
Form 2	WIOA Contract Summary
Form 3	Budget Cover Sheet
Form 5	Budget (Program)
Form 6	Budget Backup
Form 9	Central Alabama Partnership for Training and Employment General Provisions, Assurances and Certifications
	Alabama Disclosure Statement
	Signature Certification
	Service Provider Memo
	Statement of Qualifications for Bidders List

**INSERT COVER LETTER HERE and remove this page**

CENTRAL ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT (CAPTE)

2021 OUT-OF-SCHOOL YOUTH PROGRAM

Agreement No: \_\_\_\_\_

Modification No: \_\_\_\_\_

This "Agreement" is entered into by and between the Jefferson County Commission as the administrator of the Central Alabama Partnership for Training and Employment (CAPTE), hereinafter referred to as the "Administrator" and \_\_\_\_\_, hereinafter referred to as the "Subrecipient". The Subrecipient agrees to provide certain services on behalf of the Administrator in compliance with the terms of this agreement and pursuant to the rules and regulations of the Workforce Innovation and Opportunity Act, hereinafter referred to as the "Act".

This Agreement is composed of multiple sections, each an integral part of the whole, incorporated herein by this reference and authenticated by the respective signatory officials. The sections incorporated herein by this Agreement include this the WIOA Contract Agreement/Signature Sheet (Form 1), Contract Summary (Form 2), Budget (Forms 3,5 & 6), General Provisions and Assurances (Form 9), Alabama Disclosure Statement, Signature Certification, Service Provider Memo, Statement of Work, lease agreements, business license(s), W-9, and Insurance and Workmen's Compensation Policy.

The Administrator reserves the right to unilaterally modify the Agreement amount and/or other provisions of the Agreement. Based on the availability of future funding and the contractor's performance, the Administrator and the CAPTEWDB reserves the option to renew the contract for 2 additional years.

A. This Agreement authorizes reimbursement for all eligible documented expenditures included in this agreement, but not to exceed \$\_\_\_\_\_.

B. The duration of this contract shall be from the effective date of **July 1, 2021** through the termination/completion date of **June 30, 2022**.

WIOA Contract Summary

Form 2

2021 OUT-OF-SCHOOL YOUTH PROGRAM

Agreement No: \_\_\_\_\_
Modification No: \_\_\_\_\_

1. Applicant Name: \_\_\_\_\_ 2. Contact Person: \_\_\_\_\_
Email: \_\_\_\_\_
Organizational Unit: \_\_\_\_\_ Title: \_\_\_\_\_
Address: \_\_\_\_\_ Phone: \_\_\_\_\_
State of Incorporation: \_\_\_\_\_ Alabama Business License #: \_\_\_\_\_

3. Type of Organization:
a. Local Government \_\_\_\_\_ d. Comm/Tech College \_\_\_\_\_ g. Non-Profit \_\_\_\_\_
b. State Agency \_\_\_\_\_ e. College/University \_\_\_\_\_ h. Private-for-Profit \_\_\_\_\_
c. School Agency \_\_\_\_\_ f. Community Based Org. \_\_\_\_\_ i. Other \_\_\_\_\_

4. Program Short Title: \_\_\_\_\_
Brief Program Description: \_\_\_\_\_

5. Funding Source (Check One): a. WIA Youth: \_\_\_\_\_ b. Other: \_\_\_\_\_

6. Proposed Cost/Price:
GED/HS Rec \$0.00 Occupational Training \$ 0.00 Work-Based Learning \$0.00

7. Youth Performance Measures
a. Total to be enrolled \_\_\_\_\_
b. % of youth employed/training 2nd qtr after exit \_\_\_\_\_
b. % of youth employed/training 4th qtr after exit \_\_\_\_\_
d. # of youth w/median earnings 2nd qtr after exit \_\_\_\_\_
e. # of youth w/median earnings 4th qtr after exit \_\_\_\_\_
f. % of youth obtaining credential \_\_\_\_\_
g. % of youth in empl/ed achieving measurable goals gains \_\_\_\_\_
h. Total to receive 12-month follow-up service \_\_\_\_\_
i. Total # of youth enrolled in work experience \_\_\_\_\_
j. Cost per participant excluding work experience \_\_\_\_\_
k. Cost per participant work experience \_\_\_\_\_

**Budget Cover Sheet**

**Form 3**

**Subrecipient's Name and Address:**

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**Email:**

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**Name/Address of Fiscal Agent (if different)**

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---

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**Email:**

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**Agreement No:**

---

**Modification No:**

---

**Federal ID No:**

---

**Beginning Date:**

---

**Ending Date:**

---

**Mod. Effective Date:**

---

**Total Amount**

---

**WIOA Youth Contract Funding:**

---

**In-Kind Contribution (at least 20%):**

**Other:**

---

**Other:**

---

**Other:**

---

**Total Contract:**

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## 1. The Budget Narrative

The Subrecipient shall include a narrative with the project budget. The narrative must be typed and placed in front of the budget pages. The narrative must describe:

- a. How the budget supports the stated objectives and activities in the project;
- b. How funds are allocated to minimize program costs and support direct services to participants;
- c. The duties of project-funded staff, including qualifications and/or educational level necessary to the job assignment;

The Subrecipient shall ensure that all staff or volunteers working with youth should have the necessary background checks to work with youth under age 19. CAPTE prefers that the organizations' staff members or volunteers consist of experienced and credentialed psychologists, counselors, mental health professionals, social workers and/or instructors with a minimum of 3 years working with high risk youth. The minimum preferred qualifications and skills/abilities for case managers are: Bachelor's Degree in psychology, sociology, social work, education or a related field; at least 2 years, within the past 3 years of providing case-management and/or related services to low income high risk youth or equivalent experience; experience as career counselors; possess strong interpersonal skills, excellent verbal and written communication skills; possess strong presentation skills; ability to read and interpret regulations and program requirements; ability to use and manage e-mail and various social media; basic computer skills and the ability to use software such as Microsoft Office Suite; The minimum preferred qualifications for Employment Specialist(s) are: Bachelor's degree, with not less than 2 years of job development/placement experience and, preferably, experience working with youth; a staff member who is a credentialed social worker, credentialed counselor, or other certified mental health professional (may be retained part-time on a contractual basis); and the necessary support staff. Verification documentation must be added as an attachment to this contract.

The Subrecipient will ensure that all its paid youth services staff members, staff members for any youth services it subcontracts and any youth services student workers (college-level) and volunteers, are qualified and appropriately trained in areas including, but not limited to, youth development, education, employment, and family development with documentation provided.

All youth services staff, subcontracted staff, student workers, and volunteers who help deliver youth services, will provide services in a manner sensitive to the ethnic, racial, religious preference; and sexual orientation of the program youth;

- d. How project-funded staff duties and time commitments support the objectives and activities;
- e. Subrecipient staff commitment/percentage of time to other efforts in addition to this project, any unusual expenditures; and
- f. Identify all subcontracts.

Subrecipient's Name/Address:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Agreement/Project No: \_\_\_\_\_  
 Modification No.: \_\_\_\_\_  
 Federal ID No: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Agreement Period: \_\_\_\_\_  
 Date: \_\_\_\_\_

\*All costs & % of salaries must be itemized on back-up

1.	Program Costs	AMOUNT		ADJUSTMENT		REVISED
		APPROVED		INCREASE	DECREASE	
	Staff Salaries	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<b>Total Staff Salaries</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	Staff Fringe Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	FICA ( %)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Insurance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Retirement ( %)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Workers Comp ( %)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Unemployment Comp ( %)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	FUTA ( %)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<b>Total Fringe Benefits</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	(Indicate the % of salaries for each on the backup)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.	Staff Travel (Itemize on backup)					
	In State	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Out-of-State	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<b>Total Travel</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	Rent (cost per sq. ft. on backup)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	Utilities	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6.	Maintenance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7.	Communications (telephone, Internet, etc.)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8.	Office Supplies (include postage, Software, desktop supplies, etc.)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9.	Books & Training/Teaching Aids	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10.	Equipment	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Budget

Form 5

11.	Other	\$ _____	\$ _____	\$ _____	\$ _____
12.	Work Experience Wages	\$ _____	\$ _____	\$ _____	\$ _____
13.	Work Experience FICA	\$ _____	\$ _____	\$ _____	\$ _____
14.	Total Support Services	\$ _____	\$ _____	\$ _____	\$ _____
15.	Total Participant Incentives	\$ _____	\$ _____	\$ _____	\$ _____
	<b>TOTAL DIRECT COSTS</b>	\$ _____	\$ _____	\$ _____	\$ _____
	<b>TOTAL INDIRECT COSTS</b>	\$ _____	\$ _____	\$ _____	\$ _____
	(Specify approved rate ___% and attach copy of cognizant agency approval)				
	<b>TOTAL COSTS</b>	\$ _____	\$ _____	\$ _____	\$ _____





**Budget Back-up**

**Form 6**

<b>Total</b>				

Line Item No:	<u>4</u>	<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
<b>Total</b>					

Line Item No:	<u>5</u>	<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
<b>Total</b>					

Line Item No:	<u>6</u>	<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>

**Budget Back-up**

Form 6

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**Total**

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Line Item No:         7                APPROVED            INCREASE            DECREASE            AMOUNT

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**Total**

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Line Item No:         8                APPROVED            INCREASE            DECREASE            AMOUNT

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**Total**

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Line Item No:         9                APPROVED            INCREASE            DECREASE            AMOUNT

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**Total**

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Line Item No:        10               APPROVED            INCREASE            DECREASE            AMOUNT

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# Budget Back-up

Form 6

**Total**

Line Item No: 11      APPROVED      INCREASE      DECREASE      AMOUNT

**Total**

Line Item No: 12      APPROVED      INCREASE      DECREASE      AMOUNT

**Total**

Line Item No: 13      APPROVED      INCREASE      DECREASE      AMOUNT

**Total**

Line Item No: 14      APPROVED      INCREASE      DECREASE      AMOUNT

# Budget Back-up

Form 6

<b>Total</b>					
Line Item No:	<u>15</u>	<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
<b>Total</b>					

## **CAPTE Youth Program Contract under the Workforce Innovation and Opportunity Act (WIOA)**

Through WIOA funding the Subrecipient will provide training to eligible youth and young adults to increase their employability skills and assist them in obtaining sustainable and self-sufficient employment.

The purpose of funds allocated to Subrecipients under the WIOA is: (1) to provide, to eligible youth seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a preliminary and an objective assessment of the academic levels, skill levels and service needs of each participant; (2) to provide service strategies for each participant which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers; (3) to ensure on-going mentoring opportunities for eligible youth with adults committed to providing such opportunities; (4) to provide activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized post-secondary credential; (5) to provide preparation for post-secondary educational training opportunities for eligible youth; (6) to provide strong linkages between academic instruction and occupational education that lead to the attainment of recognized post-secondary credentials, (7) to provide preparation for and placement in unsubsidized employment opportunities; (8) to provide opportunities for eligible youth in activities related to leadership development, decision-making, citizenship, and community service; and (9) to provide follow-up services to ensure attainment of credential and employment and employment retention.

The WIOA out-of-school youth program administered through CAPTE provides an array of age-appropriate services that target youth ages 16-24 that face barriers to finding sustainable self-sufficient employment. The CAPTEWDB's Out-of-school Youth Program (OSYP) is a training program for youth, ages 16-24, which are out-of-school according to SEC. 129 a1B of the Workforce Innovation and Opportunity Act (WIOA)

The Subrecipient shall ensure that it remains up to date on the Lower Living Standard Income Level (LLSIL) issued by the Secretary of Labor yearly. Further WIOA program rules, regulations and definitions are periodically made available through the release of federal regulations. As a result of the additional information, contract modifications may be necessary. The Subrecipient shall be responsible for staying up to date on new regulations presented in the Federal Register, TEN's and/or TEGL's.

### **Contract Purpose, Funding Period, and Funds Availability**

Subrecipient services through this contract will be for the delivery of an out-of-school (OSY) youth program for eligible youth which provides GED tutoring for certification within the enrolled program year; or the attainment of a high school diploma within the enrolled program year; or for Occupational Skills Training programs. All programs of training must offer to all eligible youth the program elements listed in the Act. Subrecipients must add an attachment which indicates which areas of the region will be served and list how the core services and programs elements will be provided and/or coordinated through other agencies, utilizing an MOU or subcontract, for all out-of-school youth served.

Based on the availability of future funding and the Subrecipient's performance, the Jefferson County Commission set the term of this contract as July 1, 2021 through June 30, 2022 with a renewal for two (2) additional one (1) year terms, not to exceed three (3) full years; unless otherwise terminated or amended as provided herein. The Provider, in order to be renewed, must meet the performance requirements as outlined in this contract. However, the CAPTEWDB is not bound to exercise a contract renewal based solely on stated performance outcomes.

The Subrecipient shall ensure that it remains current and familiar with local, state and federal requirements of the Workforce Innovation and Opportunity Act. Specific information related to grant activities can be found in the Workforce Innovation and Opportunity Act. Informational resources are:

Central Alabama Partnership for Training and Employment [mycapte.org](http://mycapte.org)

US Department of Labor, Employment and Training <http://www.doleta.gov/>

Federal Laws and Regulations <http://www.doleta.gov/usworkforce/WIOA/act.cfm>

Alabama <http://www.madeinalabama.com/workforce-and-training/workforce-initiatives/tools-and-resources/governors-workforce-innovation-directive/>

By signing this Agreement, the contracting organization acknowledges that it is:

- (A) a postsecondary educational institution that—
  - (i) is eligible to receive Federal funds under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070 et seq.); and 29 USC 2842.
  - (ii) provides a program that leads to an associate degree, baccalaureate degree, or certificate;
- (B) an entity that carries out programs under the Act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.); or
- (C) another public or private provider of a program of training services.

The Subrecipient shall ensure that the program facilities are appropriate in size and design to accommodate program staff, participants and services. The Subrecipient affirms that the building and space in which staff and WIOA participants are housed meet local fire, health and safety standards, and comply with the standards of the Americans with Disabilities Act (ADA). The Subrecipient, in order to have the greatest possible community impact, will partner and/or collaborate with other agencies to deliver the most effective services. The Subrecipient will link all participants with a local Alabama One-Stop Career Center for life-long job seeking services.

The Subrecipient shall ensure that all program elements are made available to all participants through its organization or through MOU’s or subcontracts. The Subrecipient shall ensure that it has appropriate strategies for outreach and recruitment, program management, financial management; management information system (MIS) documentation, performance attainments, tracking for employment related to training, job readiness, periodic reporting and other services deemed necessary for maintaining accurate and complete case files for all in-house and vendor services (all vendor services must be approved by the CAPTEWDB).

#### **Status Reports to the CAPTE (monthly/quarter)**

In order for the CAPTE and its provider partners to track system performance on an ongoing basis, CAPTE WIOA Youth Services Subrecipients will provide status reports that detail youth outcomes and program outputs. The report format will be provided by e-mail to agency staff; no other reporting format will be accepted by CAPTE.

#### **Grant Close-Out Requirements**

The Subrecipient submits (attachment to Statement of Work) a timeline which includes 30 days for Program Close-Out; which will begin 15 days prior to the conclusion of the contract and conclude 15 days after the termination date.

#### **Core Services**

The Subrecipient shall provide the required core service components as outlined in the RFP and shall ensure the offered employment services are grounded in a comprehensive assessment of each older youth’s employment experience, including job history, interests, skills and abilities. Assessment results will be used to create an employment plan that generates quality job matching, wage progression, and career ladder opportunities. Specialized program design will assist young adults in obtaining viable work experience which may be paid or unpaid, internships and/or job shadowing opportunities; on-the-job “survival skills”, and other post-placement services aimed at increasing job retention and satisfaction.

#### **Employer Connections**

The Subrecipient shall ensure that it has effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets. Youth will be placed in work experiences or internships with area businesses and community-based organizations or with employers for job-shadowing or mentoring.

The Subrecipient shall ensure that it has innovative and sustainable employer or educational partnerships which will lead to youth placements in employment and/or postsecondary education that lead to meaningful exposure to the world of work or advanced education with measurable skill gains.

## Postsecondary Education

The Subrecipient shall have strategies that help older youth assess, pursue, and be retained in an academic or career/technical degree program, apprenticeship, industry recognized certification program, or advanced career/technical training. These opportunities will ensure marketable credentials or certifications that will lead to employment placement and/or career progression upon completion. The Subrecipient shall ensure the program design will maximize older youths' participation and retention by addressing schedules for those who work full-time or part-time, have families to support, have transportation barriers, or are in need of enhanced student support services.

## WIOA Performance Measures

Under the WIOA, local workforce areas are held accountable for the performance of the workforce system. For youth, these performance measures are listed in the following table:

<b>Youth (ages 16-24)</b>	
<b><u>Youth Primary Indicators of Performance</u></b>	
<b>1. Percentage of program participants who are in education or training activities, or in unsubsidized employment during second quarter after exit</b>	<b>Placement in Employment or Education - 60%</b>
<b>2. Percentage of participants who are in education or training activities or in unsubsidized employment during fourth quarter after exit</b>	<b>Placement in Employment or Education - 70%</b>
<b>3. Median earnings of participants in unsubsidized employment during second quarter after exit</b>	<b>Earnings - % Pending Guidance from State</b>
<b>4. Percentage of participants who obtain a recognized post-secondary credential, secondary school diploma or equivalent during participation or within 1 year after program exit (credential plus employment equals program performance credit for the credential)</b>	<b>Attainment of a Degree or Certificate – 40%</b>
<b>5. Percentage of participants who during a program year are in education that leads to a recognized postsecondary credential or employment and who are achieving measurable gains towards those goals</b>	<b>Measurable Skills Gain - 80%</b>

### **Youth Primary Indicators of Performance (16-24)**

The Workforce Innovation and Opportunity Act measures the success of the WIOA Youth Program services based on the above set of required performance measures.

**The Subrecipient shall meet or exceed all performance measures.** Performance measures are negotiated on an annual basis and are therefore subject to change based on the negotiations with the Alabama Department of Commerce. The above stated performance levels are the negotiated performance levels of the Central Alabama Partnership for Training and Employment. Subrecipients shall meet or exceed these levels to ensure that the local area will meet or exceed the negotiated levels with the USDOL. For more specific information on these measures, Subrecipients shall review the US Department of Labor website for additional guidance and details on program related issues.

The Subrecipient shall provide documented attainment of placement into unsubsidized employment or enrollment into post-secondary education/advance training/occupational skills training. These goals will be monitored and evaluated frequently. Performance data will be extracted from Subrecipient submission of monthly reports.



The Subrecipient **shall** submit via email the following participant/program reports (using formats provided by CAPTE):

- Monthly Progress and Attendance Report
- Monthly Narrative Report with a description of specific program activities provided during the month and significant accomplishments; description of goals and activities planned for the next month; and updates regarding linked organization (subcontracted and non-financial partners), including any action to resolve issues with a linked organization. The Subrecipient will also note in this report any programmatic, administrative, or fiscal/challenges, as well as any requests for technical assistance.
- Quarterly Status Report

## **Program Design as part of the Statement of Work**

### **General Education Development (GED) Program/High School Diploma Program**

The Subrecipients shall provide credentials with accreditation from the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI) and/or Distance Education Accrediting Commission (DEAC) will be accepted.

**GED/High School Diploma Program Goal** The overall goal is to provide youth with the skills necessary to build successful careers. The Subrecipient shall ensure that youth entering the program have the ability to attain their GED/High School Diploma within three to nine months of program participation. The Subrecipient will provide basic skills instruction, tutoring, study skills training and alternative learning methods, such as project-based and computer-assisted learning.

**GED Program/High School Diploma Program Outcomes** The Subrecipient shall ensure that the youth selected for the program have the **ability** to increase their educational levels and earn a GED or High School Diploma within three to nine months of program participation. The Subrecipient shall ensure that youth will then be placed in further educational/occupational training (preferably through WIOA Adult funding) or provided with employment placement assistance.

**GED Program/High School Diploma Program Design Issues** The Subrecipient shall ensure that the design of the GED Program/High School Diploma program address each of the following issues:

In order to create greater year-round success, the Subrecipient shall provide participants with knowledge and skills in reading, writing, communication, social studies and math.

- The Subrecipient shall ensure effective youth development by delivering comprehensive support at all phases of their transition from adolescence to adulthood while enrolled in the program. The Subrecipient shall determine on a case by case basis how long WIOA youth program interventions should be sustained, depending on a youth's needs and their access to other support.

In general, however, the CAPTE GED Program/High School Diploma Program Subrecipient shall remain involved with the youth from the time of enrollment until they complete their GED/High School Diploma and for 12 months following completion/program exit to ensure that youth begin postsecondary education or employment. This involvement will span both the active enrollment and follow-up phases of the WIOA, and must ensure that youth have access, at a minimum, to case management during the follow-up stage.

- The Subrecipient shall ensure that educational opportunities are intertwined with employment services that address work readiness and career exploration and provide employment opportunities through activities such as job shadowing, internships, and work experience. Educational activities will be flexible to enable youth to participate while working.

- The Subrecipient shall ensure that the message of further occupational skills training or college is an achievable goal and will be woven throughout the program and emphasized by program offerings such as further training, college applications and financial aid workshops, local training programs and speakers.
- While GED/High School Diploma attainment remains a top priority for OSY programs, the Subrecipient shall ensure that service strategies reach beyond the GED/High School Diploma to support youth entry into postsecondary education or into employment that will lead to self-sufficiency. The Subrecipient shall ensure that 20% of the program budget be spent on work experience opportunities. The Subrecipient shall ensure that program outcomes reflect progress toward and obtainment of the WIOA performance goals.

### **Occupational Skills Training (OST) Program**

OST is defined as an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels.

### **Occupational Skills Program Goals**

The Subrecipient shall ensure that programs are designed to lead youth to self-sufficiency through the attainment of full-time (35-40 hours per week), long term employment with an hourly wage which meets the State negotiated median earnings of participants in unsubsidized employment during the second and fourth quarter after the exit quarter or postsecondary opportunities during the second and fourth quarter after the exit quarter.

### **Prohibited Expense Items**

The Subrecipient shall ensure that it excludes the following list of prohibited budget items from program and funding consideration:

**Automobiles** – Purchase or lease of automobiles.

**Lobbying** – WIOA funds cannot be used for lobbying activities (Attachment XII).

**Fundraising** – WIOA funds cannot be used for organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, or similar expenses incurred solely to raise capital or obtain contributions.

**Real Property and Improvements** – Real property, including purchase of land, land improvements, structures and their attachments, and structural improvements and alterations.

**Interest** – The cost of interest payments is not an allowable expenditure, unless the cost is a result of a lease/purchase agreement.

**Membership Dues** – The cost of membership dues for projects involved in the licensing or credentialing of professional personnel is not an allowable expenditure, unless it is part of a governmental negotiated benefit package.

**Professional License** – The cost of a professional license.

**Annual Professional Dues or Fees** – The cost of professional dues or fees is not an allowable expenditure, unless it is part of a governmental negotiated benefit package.

**Charges, Fees and Penalties** – Finance charges, late payment fees, penalties and returned check charges are not allowable expenditures.

**Depreciation** – Depreciation charges are not allowable expenditures.

**Marketing** - the process or technique of promoting, selling, and distributing a product or service.

**Advertising** - the action of calling something to the attention of the public especially by paid announcements.

**Workforce Innovation and Opportunity Act (WIOA)**  
**Provider Agreement**  
**General Provisions Assurances & Certifications**  
Updated March 18, 2021

The SUBRECIPIENT assures and certifies that:

**1. The Act**

It will comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA), (Public Law 113-128 – July 22, 2014) hereinafter referred to as the ACT, and the regulations and policies promulgated thereunder. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. In general, the Act takes effect on July 1, 2015, the first full program year after enactment, unless otherwise noted. The U.S. Department of Labor (DOL) will issue further guidance on the timeframes for implementation of these changes and proposed regulations reflecting the changes in WIOA soon after enactment. This designation is subject to change as a result of any changes in the Act or conditions in any other legislation, which may be passed, which governs the designation of program operations under the Act or any legislation, which may replace the Act.

**2. Administrative Requirements**

It will comply with administrative and program policies issued pursuant to the Governor's Workforce Development Directives and any additional administrative provisions of the Local (CAPTE) and State Workforce Development Board (WDB), as applicable. Specifically, a non-federal entity (2CFR 200.69 and 2 CFR 2900.2A) (Subrecipient) will comply with the administrative requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Chapter I, Chapter II, Part 200, et al. as supplemented by the U.S. Department of Labor in its codification of the policies and procedures for financial assistance administration (2 DFR Part 2900)).

**3. Amendments**

If the regulations promulgated pursuant to the act are amended or revised, the SUBRECIPIENT shall comply with them or notify (CAPTE) within thirty (30) days after promulgation of the amendments or revisions that it cannot so conform.

**4. Agreement**

The WIOA Contract Agreement/Signature Sheet (Form 1), Contract Summary (Form 2), Budget (Forms 3, 5, & 6), General Provisions and Assurances (Form 9), State of Alabama Disclosure Statement, Signature Certification, Service Provider Memo, Statement of Experience, Statement of Work, lease agreements, business license(s), W-9, and Insurance and Workmen's Compensation Policy form this agreement. This agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral; provided however, the warranty given by the SUBRECIPIENT, with respect to all representations, statements, writings and proposals, which form the basis for negotiations or considerations resulting in this agreement, shall remain valid and binding.

**5. Legal Capacity**

It possesses legal authority to participate in this agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the person identified as the SUBRECIPIENT'S official representative to act in the connection with the agreement and to provide such additional information as may be required.

**6. Compliance with Laws**

It shall comply with all applicable orders and codes of the Federal, State, and local governments as they pertain to this agreement. Further, it certifies that performance under this agreement shall comply with the Act, and rules/regulations promulgated under the Act. **“By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.**

**7. Grievance Procedures**

It will establish grievance procedures agreeable to (CAPTE). It will ensure that any of its subcontractors, which are employers of or provides services to participants, will maintain grievance procedures relating to the terms and conditions of employment, which allow for, at complainant's request, a review of the employer's decision by (CAPTE).; and to inform participants of the procedures they are to follow.

**8. Nondiscrimination/ Equal Opportunity**

As a condition of the award of financial assistance under Title I WIOA from the U. S. Department of Labor, the SUBRECIPIENT assures, with respect to operation of the WIOA Title I funded program or activity and all agreements or arrangements to carry out the WIOA Title I funded program or activity, that it will comply fully with all applicable federal statutes which are included in the executed agreement, that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws, including the Nontraditional Employment for Women Act of 1991; 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; with the Americans with Disabilities Act of 1990; the OSHA work place requirements; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, and Section 188 of the Workforce Innovation and Opportunity Act of 2014. The Subrecipient also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-finally assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

**9. Political Activity**

It will comply with the provisions of the Hatch Act (5 U.S.C. 1501, et seq.) regarding political activity by public employees or those paid with federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or Jefferson County under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office. It will comply with the requirements of the Act that no program under the Act shall involve political activities.

**10. Records**

It shall establish and maintain records on each employee and participant in each activity reflecting names, addresses, duties, wages/salaries, dates of employment/, time and attendance and termination dates. It further understands that such particular records and financial records – except for non-consumable personal property – shall be retained for a period of six (6) years from the date of submittal to (CAPTE) its final expenditure report for that funding period or until any pending matters are closed. Records for non-consumable personal property shall be retained for three (3) years from the date of final disposition of said property. If any litigation, audit, or claim has been initiated, all above noted records must be retained until final resolution is made. If any litigation, audit, or claim has been initiated, all above noted records must be retained until final resolution is made. When applicable, all Subrecipients shall comply with the Alabama Competitive Bid Law (Subsection 41-16-54, Code of Alabama 1975) which requires that all original bids together with all documents pertaining to the award of a contract shall be retained in accordance with a retention period of at least seven (7) years.

**11. Access to Records**

It will give the awarding agency (CAPTE), Alabama Department of Commerce, the U.S. Department of Labor (including the Department of Labor's Office of the Inspector General), and the Comptroller General of the United States, or any of their authorized representatives, the right of timely and reasonable access to any books, documents, papers, computer records, or other records pertinent to the agreement in order to conduct audits and examinations, and to make excerpts, transcripts, and photocopies of such documents. This right also includes timely and reasonable access to SUBRECIPIENT personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period but shall last as long as the records are retained.

**12. Sectarian**

Participants shall not be employed on the construction, operation, or maintenance of any facility that is used or to be used for sectarian instruction or as a place of religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship in case in which the organization operating the facility is a part of a program or activity providing services to participants (29 USC § 3248 (a)(3)).

**13. Contract Work Hours and Safety Standards Act**

Appropriate standards for health and safety in work and training situations will be maintained. It further understands that it is to be responsible for initiating, maintaining and supervising all health and safety standards and precautions in connection with the work and training situations. Health and safety standards established under Federal and State Laws otherwise applicable to working conditions to participants engaged in programs and activities under Title I of WIOA must be applied per the WIOA Regulation to 20 CFR 667.274(a). In the event this contract or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S. C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous, or dangerous conditions.

**14. Conditions of Employment**

Conditions of employment or training will be appropriate and reasonable, with regards to the type of work, the geographical region, and the proficiency of the participants and/or employees. Individuals in on-the-job training or individuals employed in programs and activities under Title I shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working in similar length of time and doing the same type of work per the WIOA Section 191(b)(5).

**15. Workers' Compensation**

It will provide workers' compensation or insurance for injuries suffered by participants enrolled in its programs, or others as specifically noted elsewhere in this agreement and as required in the WIOA Section 181(b)(4).

**16. Maintenance of Effort**

It will adhere to the following requirement.

(A) No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits.)

(B) No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this Act which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.

(C) No participant shall be employed or job opening filled, (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Act or (3) the job is created in a promotional line that infringes in any way on the promotional opportunities of current employed workers.

**17. Training Objectives**

Training and related services, to the extent practicable, will be consistent with every participant's fullest capabilities and lead to unsubsidized employment opportunities, which will enable participant to become economically self-sufficient.

**18. Work to be Performed**

It shall ensure that the required performance levels are achieved pursuant to Section 7 of Form 2, entitled WIOA Contract Summary, incorporated herein by this reference and hereinafter referred to as "Form 2". The SUBRECIPIENT shall further ensure that all program activities related to the Program described in Section 4 of Form 2, comply with the terms of this Agreement. The SUBRECIPIENT acknowledges and understands that DOL, the Alabama Department of Commerce, and the (CAPTE) shall supervise, evaluate, and provide policy guidance and directing the SUBRECIPIENT in the conduct of all activities authorized under this agreement.

**19. Use of Funds Supplanting**

Funds will only be used for activities, which are in addition to those that would otherwise be available in the area in the absence of such funds. CAPTE WIOA funds shall not be used to substitute for or to supplant other existing funds currently being used to provide services/activities similar to those being sought by this RFP.

## 20. Schedule of Payments

Subject to the receipt of WIOA funds from the Governor of the State of Alabama and the quantity and quality of performance levels achieved by SUBRECIPIENT under this Agreement, (CAPTE) agrees to reimburse the SUBRECIPIENT for all expenses authorized in the Budget Section pursuant to Form 2, Form 3, Form 5 and Form 6, all of which are herein incorporated by this reference.

Approvals for reimbursement will be determined as follows:

It shall submit a "Requisition for Payment Invoice" on the forms supplied by (CAPTE) no less than once per term and is due by the 10<sup>th</sup> of the following month. Reimbursement of WIOA funds will be made to the SUBRECIPIENT based on the ADMINISTRATOR'S finance processing. Appropriate documentation must accompany the Requisition for Payment in order to be reimbursed by the ADMINISTRATOR. Appropriate documentation must be submitted with the "Requisition for Payment" request that is deemed necessary by the Alabama Department of Commerce and the ADMINISTRATOR'S guidelines. Corrections will be made if necessary, to expedite payment to the SUBRECIPIENT. **ALL INVOICES WILL BE DUE PAYABLE UPON RECEIPT BY THE (CAPTE).** All program and fiscal documents must be approved and submitted before final payment can be issued. Final payment will not be made until all closeout documents are authenticated and approved by (CAPTE). Grant Closeout Package will be mailed and due within 30 days of the sub-grant ending date. If the SUBRECIPIENT fails to submit a Request for Payment by its due date as described above, please refer to Section 36 for the remedy.

**Exceptions shall be granted only with the written permission of the Department Director, Deputy Director or Economic Development Manager.**

## 21. Reports

It will submit reports as required by (CAPTE) and will maintain records and provide access to them as necessary for (CAPTE) review to assure that funds are being expended in accordance with the stated purposes, objectives and provisions of this agreement including the maintenance of records to assist (CAPTE) in determining the extent which the program meets the stated goals and objectives. It is further understood that such reports will be submitted monthly to the GRANTOR up to, but no later than ten (10) working days at the end of the reporting period. *The SUBRECIPIENT will also prepare, submit, and maintain participant records in accordance with the FORMS PREPARATION AND DATA VALIDATION REQUIREMENT HANDBOOK.*

## 22. Participant Selection

All participants enrolled in programs funded by this agreement will be enrolled only after certification of eligibility criteria. Applicants must be carefully screened to determine the youth's suitability and their chances for success in the program. It is further understood that intentional noncompliance with this section by the SUBRECIPIENT will result in disallowed costs to the grant which shall be borne by the SUBRECIPIENT. (Core and Intensive Services are universal and do not require eligibility criteria to be applied, except for youth participants in order to receive these services).

## 23. Performance

Performance will be in accordance with the agreement and within the period as prescribed herein. The SUBRECIPIENT further assures that it will comply with applicable laws, ordinances, charters, and regulations embraced in this agreement. By executing the agreement, the SUBRECIPIENT represents that it has familiarized itself with all applicable laws, ordinances, charters, and regulations embraced by or referred to in this agreement. Specifically, the SUBRECIPIENT will comply with the provisions of Section 116 of the Workforce Innovation and Opportunity Act of 2014.

## 24. Acceptability

The ADMINISTRATOR will interpret all reports and will decide the acceptability and progress of work; and will interpret the amount, classification and quality of kinds of work to be performed, and the amounts to be paid under this agreement; The ADMINISTRATOR will be the sole judge of the validity and the acceptability of claims, if any, made by the SUBRECIPIENT and the ADMINISTRATOR's decisions will be final, conclusive and binding on the parties concerned.

**25. Indemnification**

To the fullest extent permitted by law, the SUBRECIPIENT shall indemnify and hold harmless the ADMINISTRATOR; CAPTEWDB and their respective officers, agents, employees and representatives, against liability, claims, damages, losses, costs and expenses, including but not limited to attorney's fees, for or on account of any claims, suits, or damages of any character whatsoever, which result from injuries, actual or perceived, by or to any person or property, which are attributable in whole or part to any negligent or willful act or omission of any officer, employee, agent or representative of the SUBRECIPIENT. This section is referring to Title I WIOA funded programs only.

**26. Contingency Clause**

It hereby acknowledges and agrees that all funding is contingent on the availability of federal funds and continued federal authorization for program activities and is subject to amendment or termination due to lack of funds or authorization. Unearned payments under this agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the U.S. Department of Labor and/or the ADMINISTRATOR at any time.

**27. Bank Account**

It shall maintain all Act monies from this agreement in a bank account having insurance coverage by the Federal Deposit/Insurance Corporation (FDIC) or similar coverage used by other banking institutions.

**28. Bonding**

It assures that all persons handling funds received or disbursed under the agreement are covered by fidelity bond in an amount equal to the maximum contractual award, or \$100,000 whichever is less. The ADMINISTRATOR shall have the right to require the SUBRECIPIENT to furnish additional bonds covering the faithful performance of this agreement and all obligations arising thereunder if and as required by law.

**29. Procurement and Property**

It shall have written procedures for procurement transactions. These shall comply with the requirements noted at 2 CFR 200.318-326, General Procurement Standards. Per the WIOA, Section 184(a)(3)(B), all procurement contracts and other transactions between local boards and units of state and local governments must be conducted only on a cost reimbursement basis. No Provision for profit is allowed. Procurement of consumable supplies or materials, equipment, and services made pursuant to this agreement shall be made by purchase order or written contract. Procurements by the Subrecipient shall be made in accordance with the provisions of 2 CFR 200.318-326, General Procurement Standards, and any additional provisions of CAPTE as applicable.

Equipment budgeted in any project under this contract should be procured and purchased no later than 6 months prior to the termination of this agreement. Equipment purchased under this contract should be properly tagged and reimbursement requested no later than 30 days after receipt. Failure to adhere to these provisions will result in the funds budgeted for equipment purchases being deleted from the budget by the Grantor.

The Subrecipient shall maintain records sufficient to detail the significant history of the procurement. These records shall include but are not necessarily limited to the following: rationale for the method of procurement, the selection of contract type, Subrecipient or vendor selection or rejection, and the basis for the contract type.

It will be the responsibility of the Subrecipient to maintain a current inventory of all property acquired with WIOA funds provided by the CAPTEWDB/Alabama Department Commerce.

Ownership/title to all property purchased with grant funds shall be vested in CAPTE. Title to property acquired or produced by a Subrecipient that is a commercial organization shall vest in CAPTE. CAPTE retains the right to retake the property under the following conditions prior to the termination of the agreement:

1. The property is no longer needed to fulfill obligations of the agreement.
2. The property has been used by the Subrecipient for purposes other than those authorized in writing by CAPTE.
3. The use of property procured by Subrecipient with WIOA funds, or loaned to the Subrecipient by CAPTE, is restricted to the duration of the agreement and for uses specified in the agreement. The property shall only be utilized for purposes authorized by the Act.

**30. SUBRECIPIENTS**

It agrees that a subcontractor is a person or entity who has a direct or indirect contract with the SUBRECIPIENT to perform any work, labor, services, duties or functions, which the SUBRECIPIENT is obligated to perform under the terms of this agreement and for which there is compensation. This SUBRECIPIENT shall not contract with the subcontractor to perform any work, labor services, duties, or functions without the prior written approval of the Administrator. In the event that (CAPTE) or agent approves a subcontractor, the SUBRECIPIENT shall make no substitution for any subcontractor, person or entity previously approved by (CAPTE) without the prior written approval of (CAPTE).

By an appropriate written agreement, the SUBRECIPIENT shall require a subcontractor, to the extent of the work, labor, services, duties or functions to be performed by the subcontractor, to be bound by the terms of this agreement, and to assume toward the SUBRECIPIENT all obligations and responsibilities which the SUBRECIPIENT, by this agreement, assumes toward (CAPTE). The agreement between the SUBRECIPIENT and the subcontractor shall preserve and protect the rights of the ADMINISTRATOR under the terms of this agreement with respect to the work, labor, services, duties or functions to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights.

It shall not subcontract for any reason under this agreement for greater than twelve (12) months or until the time for termination of this agreement whichever time is less.

**31. Assignment of Interest**

It may not assign any right or interest in this agreement, e.g. assignment is prohibited.

**32. Conflict of Interest – Real or Apparent**

A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected: (1) individual, (2) any member of the individual’s immediate family, (3) the individual’s partner, or (4) an organization which employs or is about to employ any of the above. The SUBRECIPIENT certifies by signing this agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with (CAPTE) of WIOA Title I Act-funded projects or programs has any personal and/or financial interest, direct or indirect, in this agreement nor will the SUBRECIPIENT hire any person having such conflicting interest. The SUBRECIPIENT further certifies that it will maintain a written code or standards governing the performance of persons engaged in the award and administration of subcontracts and sub-grants.

**33. Monitoring Evaluation and Audit**

It agrees to cooperate with the monitoring, evaluation and/or audit conducted by the ADMINISTRATOR, Alabama Department of Economic and Community Affairs, the Alabama Department of Commerce, U.S. Department of Labor, U.S. Comptroller General, or their designees.

**34. Modifications**

- (A) The Subrecipient shall submit a written request for modification prior to changing any budget line item or participant service level contained in this agreement. Such requests for modification of budget or activity shall be in the hands of Jefferson County, AL no later than five (5) workdays prior to the termination of the agreement.
- (B) All modifications initiated by the SUBRECIPIENT will be mutually agreed upon by the parties to this agreement.
- (C) CAPTE) may make a unilateral modification to this agreement at any time as long as such modification does not terminate said agreement.
- (D) Upon approval, expenditures may exceed the budgeted line item by **25%** of the approved line item amount as long as the item(s) to be purchased are itemized in the agreement (Form 6 itemization). This variance applies to budgeted equipment as long as the total number of units budgeted does not exceed the total budget for equipment in any project. The equipment purchased must have already been a budgeted line item for this policy to be applicable.

**35. Disallowed Cost Disputes**

- (A) It shall assume complete and total responsibility for repayment to the ADMINISTRATOR of any funds improperly expended pursuant to this agreement. The SUBRECIPIENT shall also at any time; either during the duration of this agreement or subsequent to its termination submit to and cooperate with any audits or investigations initiated



in regard to this agreement by either the ADMINISTRATOR, Alabama Department of Economic and Community Affairs, the U.S. Department of Labor, or their designees.

- (B) The ADMINISTRATOR reserves the right to at any time withhold payments due to the SUBRECIPIENT in an amount sufficient to recoup any prior payment or payments made to the SUBRECIPIENT for funds expended under this Agreement or that have subsequently been determined to be unauthorized pursuant to this agreement or the Act by the ADMINISTRATOR, the U.S. Department of Labor, or their designees. The ADMINISTRATOR further reserves the right to withhold any payment due to the SUBRECIPIENT until such time as the SUBRECIPIENT has attained all performance outcomes for reimbursement as set forth in Section 23 of this Agreement, and completed, to The ADMINISTRATOR'S satisfaction, any and all final reports, documents, or other information as may be required by (CAPTE).
- (C) It agrees to attempt to resolve any dispute, which may arise from this agreement by administrative process and negotiations in lieu of litigation, and to continue performance under this agreement during any such dispute. Any dispute concerning and question of fact which is not resolved by informal means shall be decided by (CAPTE) with said decision reduced to writing and provided to the SUBRECIPIENT. Nothing in this section shall be construed as preventing the SUBRECIPIENT from appealing any such decision pursuant to the Act.
- (D) It will have protest procedures to handle and resolve disputes relating to its procurements. A protester shall exhaust all administrative remedies with (CAPTE) before pursuing a protest at a higher level.

### 36. Indirect Cost

In accordance with 2 CFR 200.331(a)(1)(xiii) and (a)(4), and 2 DFR 200.414, SUBRECIPIENTS of federal awards may charge indirect costs to the award unless statutorily prohibited by the federal program and in accordance with any applicable administrative caps on federal funding. The Alabama Department of Commerce and (CAPTE) will not negotiate indirect cost rates with Subrecipients but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR 200.68. If requesting the 10% de minimis rate, SUBRECIPIENT must submit a certification that the entity has never received a federally approved indirect cost rate. SUBRECIPIENTS are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs, but not charged as both or inconsistently charged to the federal award. Once chosen, the method must be used consistently for all federal awards until such time as negotiated rate is approved by the Subrecipients' federal cognizant agency.

### 37. Termination and Right to Appeal

The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

- (A) Termination for convenience. (CAPTE) may terminate for convenience. (CAPTE) shall give seven (7) calendar days advance written notice of the effective date of such a termination to the other party to the agreement. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work or services satisfactorily performed hereunder through and until the date of termination.
- (B) Termination for cause. The ADMINISTRATOR may terminate this agreement when it has determined that the SUBRECIPIENT has failed to provide any one or all of the services specified or to comply with any of the provisions contained in this agreement. If the SUBRECIPIENT fails to perform in whole or in part under this agreement or fails to make sufficient progress so as to endanger performance, the ADMINISTRATOR will notify the SUBRECIPIENT of such unsatisfactory performance in writing. The SUBRECIPIENT will have seven (7) working days from the date of notification in which to respond with a plan agreeable to (CAPTE) for correction of the deficiencies.

If the SUBRECIPIENT does not respond with appropriate plans, the ADMINISTRATOR will serve a termination notice on the SUBRECIPIENT, which will become effective immediately upon receipt. In the event of such termination, the ADMINISTRATOR shall be liable for payment only for work or services rendered prior to the effective date of the termination, provided, however, that such services performed are in accordance with the provisions of this agreement.

- (C) Right to Appeal. The SUBRECIPIENT shall have the right to appeal any determination made by the Office of Community Services and Workforce Development under this section to the County Manager within seven (7) calendar days, however, if the SUBRECIPIENT fails to submit an appeal within seven (7) calendar days from written notice of the termination and/or has failed to request and receive approval from the ADMINISTRATOR for extension of such, the SUBRECIPIENT may appeal subject to the WIOA ACT.
- (D) No Appeal. In any case where CAPTE has made a determination of the amount due the Subrecipient, CAPTE shall pay to the Subrecipient the following:
  - 1. If there is no right to appeal hereunder or if no timely appeal has been taken, the amount so determined by CAPTE, or
  - 2. If an appeal has been taken, the amount finally determined on such appeal
- (E) Deduction. In arriving at the amount due the SUBRECIPIENT under this section, there shall be deducted: Any claim with the ADMINISTRATOR may have against the SUBRECIPIENT in connection with this agreement.
- (F) Adjustment. If the termination hereunder be partial, prior to the settlement of the terminated portion of this agreement, the SUBRECIPIENT may file with the ADMINISTRATOR a request, in writing, for an equitable adjustment of the price or prices specified in the agreement relating to the continued portion.

In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs and reports prepared by the Subrecipient under this agreement shall, at the option of (CAPTE), and if in accordance with applicable state and federal regulations, become the property of (CAPTE). The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the ADMINISTRATOR and/or (CAPTE) for damages sustained by (CAPTE) by virtue of any breach of the agreement by the Subrecipient

### 38. Product Ownership

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

Subject to share these above-mentioned requirements, the SUBRECIPIENT understands that any and all projects or material generated under this agreement and grant, whether in forms of reports, analyses, interviews, raw data, records, research findings, camera projects, working papers, or other items or materials are the property of (CAPTE) and shall not be used by any other entity for any purpose unless authorized in writing by (CAPTE). Upon demand by (CAPTE), the SUBRECIPIENT shall convert title and possession of all such items (CAPTE).

### 39. Copyrights

The federal awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

- A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant;  
and
- B. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

### 40. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**41. Cost of Contract**

- (A) The total amount of this agreement shall not exceed the amount stated on Form 1, the Signature Sheet.
- (B) Costs budgeted under this contract are those administrative and program costs that are properly chargeable to WIOA fund sources. Costs incurred will be allocated to those fund sources according to the Subrecipient's cost allocation plan.
- (C) The Subrecipient will only use funds provided in this agreement for expenditures authorized and detailed in the Budget Section incorporated herein. Funds provided under this agreement cannot be used as payment for any cost or obligation incurred prior to the effective date of this agreement.
- (D) No over expenditures will be allowed for the total individual cost category amount of the program budget of this agreement. Those specific line items, which compose the program budget, may not be changed unless such changes are demonstrated to be necessary for the completion of the agreement and a written request for modification is submitted to and approved by Jefferson County. The written request shall include specific information which justifies such modification and shall depict changes to or deletions from the current established budget in a legible and accurate manner.
- (E) Any time prior to the expiration of this agreement, (CAPTE) may remove from the stated total cost of this agreement a proportional share of such funds as (CAPTE) determines will remain unexpended upon expiration of the term of this agreement and such funds may be reallocated to other proper purposes by Jefferson County.
- (F) The Subrecipient shall not rent, lease, lease-purchase or acquire an Interest in property or equipment, the cost of which would be charged to this agreement, unless specifically authorized to do so in the aforementioned program budget, and without the prior written approval of (CAPTE). Where the program budget authorized the acquisition of an interest in property or equipment to be charged to this agreement, the Subrecipient shall immediately upon the termination of this agreement, surrender title and possession of all such property or equipment to (CAPTE), Alabama Department of Commerce, or to the agency designated by the U.S. Department of Labor, where such a designation is made. Titles to property acquired or produced by a commercial Subrecipient with funds under this agreement shall vest in the awarding agency (CAPTE) at time of purchase.

**42. Source Documents**

Any source document, law, regulation or the equivalent, which is referred to, attached hereto, or incorporated herein by reference shall be deemed to be amended or modified as required by any law, rule or regulation enacted subsequent to the execution hereof.

**43. Purchases of American-Made Equipment and Products**

It shall adhere to Section 507 of Public Law 103-333, as stated; it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from the agreement should be American made.

**44. Public Relations**

It agrees that if any type of public relations is performed in conjunction with the program under this contract, due credit will be given to the Act and the ADMINISTRATOR.

**45. Federal Regulation Compliance**

For agreements involving \$100,000 or more the SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, 42 U.S.C. 1857 *et seq.*, and the Federal Water Pollution Control Act, 22 U.S.C. 1251 *et seq.*, and to report any violations of said standards, orders or regulations to the ADMINISTRATOR and the Environmental Protection Agency Regional Office.

In the event this contract or grant award is for an amount which exceeds \$2,000 and is a prime construction contract, the contractor or Subrecipient shall comply with the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, which includes provisions providing for the payment of mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination issued by the United States Secretary of Labor, and provides for the payment of wages to mechanics and laborers not less than once a week. Additionally, for all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-Kickback" Act, 40 W.S. C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive,. In the event of a suspected or reported violation of either the

Davis-Bacon Act or Copeland “Anti-Kickback” Act, Jefferson County shall report such violation to the federal awarding agency.

In appropriate circumstances the SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the following: The Contract work Hours and Safety Standards Act, 40 U.S.C./327-33; and Davis-Bacon Act, 40 U.S.C. 276a-2762-7; and the Copeland (Anti-Kickback) Aft, 40 U.S.C. 276c and 18 U.S.C. 874. Also, the ADMINISTRATOR may include, as a part of this agreement, specific provisions with respect to the aforementioned statutory provisions, standards, orders and regulations.

**46. Energy Conservation**

It shall comply with all mandatory standards and policies relating to energy, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 *et seq.* (Public Law 94-163).

**47. Tobacco Smoke**

It will comply with Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083), which prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through state or local governments by federal grant, contract, loan or loan guarantee.

**48. Amendments**

Any source document, law, regulation or the equivalent, which is referred to, attached hereto, or incorporated herein by reference shall be deemed to be amended or modified as required by any law, rule or regulation enacted subsequent to the execution hereof.

**49. Successors**

The ADMINISTRATOR and the SUBRECIPIENT each bind itself, its successors and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in this agreement.

**50. Written Notice**

Unless otherwise specified herein, written notice shall be deemed to have been duly served if delivered in person to an employee or officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address know to the party who gives notice.

**51. Warranty**

It warrants CAPTE that all statements, representations, writings, and proposals, which form the basis for negotiations or considerations resulting in this agreement, are true and correct to the SUBRECIPIENT best knowledge, information, and belief.

**52. Rights and Remedies**

- (A) The duties and obligations imposed by this agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights or remedies otherwise imposed or available by law.
- (B) The ADMINISTRATOR shall be entitled to exercise any and all administrative, contractual, and legal rights and remedies imposed by or available to the ADMINISTRATOR in the event of a breach or violation of this agreement by the SUBRECIPIENT.
- (C) No action or failure to act by the ADMINISTRATOR or the SUBRECIPIENT shall constitute a waiver of any right or duty afforded any of them under this agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**53. Suspensions of Payment**

Payment under this agreement may be suspended in the event that the SUBRECIPIENT has an outstanding audit exception under any program funded by the ADMINISTRATOR.

**54. Audit Requirements**

The SUBRECIPIENT shall comply with the Alabama Department of Commerce Audit Policy Manual as amended and the applicable requirements of OMB Circular A-133.

**55. Debarment and Suspensions**

The 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.)

No RECIPIENT or SUBRECIPIENT shall make any sub grants or permit any contract or subcontract at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible or participation in Federal assistance programs in accordance with the Department of Labor regulations 29 CFR part 98.

It certifies, by signing this agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where SUBRECIPIENT is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

**56. Transparency Act Requirements**

Awards under these programs are included under the provisions of P.L. 109-282, the Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Sub-award Reporting System (<http://www.fsr.gov/>) and in accordance with the terms found in the federal regulations at 2 DFT Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division with Alabama Department of Commerce, which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable Alabama Department of Commerce division to Subrecipients.

**57. Clean Air Act and Federal Water Pollution Control Act**

In the event this contract or grant award is for an amount in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S. C. 7401-7671Q, and the Federal Water Pollution Control Act, 33 U.S. C, 1251-1387. Jefferson County shall report any suspected or reported violation to the federal awarding agency and to the Environmental Protection Agency.

**58. Certification Regarding Lobbying**

All WIOA Title I recipients and SUBRECIPIENTS must comply with the restrictions on lobbying which are codified in the U S Department of Labor regulations at 29 CFR Part 93 (20 CFR 667.200 (e)). No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, 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 any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal Grant, the making of 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.

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 shall complete and submit Standard form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

The SUBRECIPIENT 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 -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.

**59. Procurement of Recovered Materials**

2 CFR 200.322 provides that a non-federal entity that is a state agency of a political subdivision of a state and its contractors must comply with Section 602 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 602 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceed \$10,000; procuring solid waste management services in a manner that maximized energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the DPA guidelines.

**60. Act 2016-312 Prohibition against Boycotting**

It certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

**61. Audit Exception Unresolved Questioned Costs/Outstanding Debts**

It certifies by signing this agreement it does not have any unresolved audit exceptions, unresolved questions costs or finding of fiscal inadequacy as a result of project monitoring.

**62. Human Trafficking Provisions**

This award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).

**63. Purchases of American-Made Equipment and Products**

As stated in Section 507 of Public Law 103-333 it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from this Agreement should be American made.

**64. Relocation**

It will ensure that no funds provided under his agreement shall be used or proposed for use to encourage or to induce the relocation of an establishment, or part thereof, that results in the loss of employment for any employee of such establishment at the original location. Further, the Subrecipient will ensure that no WIOA Title I funds are provided under this agreement for customized training, skill training, or on the job training or company specific assessment of job applicants or employees of a business or part of a business that has relocated from any location in the United States, until the company has operated at the location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location.

**65. Mandatory Disclosures**

Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to the Department all violations of Federal criminal law involving fraud, bribery, or gratuity violations.

**66. Conflicting Provision**

If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

**67. Not to Constitute a Debt of the State of Alabama or Jefferson County, AL**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by the Amendment No. 26, nor of Jefferson County, AL

**68. Code of Standards**

It shall maintain a written code of standards of conduct governing the performance of persons engaged in the award and administration of WIOA contracts and sub-grants. This document will contain appropriate sanctions for a failure at any level to follow the code of standards of conduct.

**69. Public Service Employment**

It will ensure that no funds available under this agreement are used for public service employment.

**70. Employment Generating Activities and Foreign Travel**

It will ensure that no funds available under this agreement are used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities, unless they are directly related to training for eligible individuals (20 CFR 667.262 (a)). The SUBRECIPIENT will also ensure that no WIOA Title I funds are spent on wages of incumbent employees during participation in economic development activities provided through a Statewide Workforce Investment System (WIOA Section 181 (b) (1)) and (20 CFR 667.264 (a) (1)). The SUBRECIPIENT will ensure that no funds under this agreement shall be used for foreign travel (WIOA Section 181(e) and 20 CFR 667.264 (b)).

**71. Disclaimer**

The ADMINISTRATOR and CAPTE specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from CAPTE whether by contract, grant, loan, or by any other means.

No Subrecipient, contractor or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of the ADMINISTRATOR shall be considered an agent or employee of the ADMINISTRATOR or any division/department thereof. The ADMINISTRATOR and its agents and employees assume no liability to any Subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the act or omissions of any Subrecipient, contractor or agency, or any other person.

**72. Construction**

It will ensure that WIOA Title I funds provided under this agreement are not spent on construction or purchase of facilities or buildings except:

- A. To meet a recipient's, as the term is defined in 29 CFR 31.2(h), obligation to provide physical and programmatic accessibility and reasonable accommodation, as required by Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended;
- B. To fund repairs, alterations and capital improvements of:
  1. SESA real property, identified at WIOA Section 192, using a formula that assesses costs proportionate to space utilized;
  2. JTPA and WIA owned property which is transferred to WIOA Title I programs;
- C. For Job Corps facilities, as authorized by WIOA Section 160(3)(B); and
- D. To fund disaster relief employment on projects for demolition, cleaning, repair, renovation, and reconstruction of damaged and destroyed structures, facilities, and lands located within a disaster area (WIOA Section 170(d)(1)(A)).

**73. Tryout Employment**

It will ensure that no funds under this agreement are used for tryout employment.

**74. Reports of Violations**

It shall advise all employees that no action of any kind will be taken against an employee for providing information concerning any violation of the Act to the U.S. Department of Labor, Incident Reporting System; and that if a complainant considers that his/her position will be compromised by submitting information through the system, they may send the report directly to the U.S. Department of Labor Inspector General.

**75. Drug Free Workplace**

It certifies by execution of this Agreement that it will comply with Subpart F, Drug-Free Workplace Requirements as codified by the U.S. Dept of Labor (29 CFR Part 98.600-635) and as required by the WIOA Regulations. A separate certification specific to the site of performance relative to the agreement is also required (29 CFR Part 98.630).

In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41U.S.C. 8101 et seq.), the "Drug-Free Workplace Act of 1988, " all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

**76. Insurance**

It will maintain such insurance as will protect him and the ADMINISTRATOR from claims under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which will be written by companies authorized to do business in the ADMINISTRATOR, Alabama and **shall** include the ADMINISTRATOR, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Successful Bidder is also required to include the bid number on the evidence of insurance.

**Insurance Minimum Coverage:**

Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Dept. before receiving WIOA funds with the County. General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000- Personal injury aggregate Comprehensive Form including Premises/Operation Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage personal injury.

Automobile Liability:

\$1,000,000 – Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 – Limit each occurrence

Umbrella Coverage:

\$1,000,000 -- Each occurrence

\$1,000,000 – Aggregate

Added Additional Insured by Endorsement:

**77. Governing Law**

This contract is made and entered into in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

**78. Grant Funds Paid**

The County, the Contractor and the Contractor's representative signed below certify by the execution of this Agreement that no part of the funds paid to Contractor pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination, Contractor shall immediately refund to the County all amounts paid pursuant to this Agreement.

**79. Compliance with Federal, State, and Local Laws**

In addition to the provisions provided herein, the SUBRECIPIENT shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including but not limited to, the Alabama Competitive Bid Law (§ 31-13-1, *et seq.*, Code of Alabama 1975), the Alabama Public Works Law (§39-1-1, *et seq.*, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 *et seq.*, Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, *et*



*seq.*, Code of Alabama 1975). Further, it certifies that performance under this agreement shall be in compliance CAPTE, Alabama Department of Commerce requirements, the Act and rules/regulations promulgated under the Act.

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**80. Representation**

By executing this agreement, the SUBRECIPIENT represents that it has read and understands the provision of this agreement.

State of Alabama  
**Disclosure Statement**  
(Required by Act 2001-955)

ENTITY COMPLETING FORM

Agreement Number

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

This form is provided with:

Contract     Proposal     Request for Proposal     Invitation to Bid     Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes     No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of good or services previously provided, and the amount received for the provision of such goods or services.

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes     No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

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***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.***

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Signature

Date

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Notary's Signature

Date

Date Notary Expires

*Act 2001-995 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*

# Signature Certification

Date:

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Company Name:

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Authorized by (print name; include documentation so authorizing):

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Signature:

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Title:

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Phone#:

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Our company/organization gives authority to the listed individuals to act in the capacity so listed: (clearly print name and title) (provide company documentation of authorization)

1.

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2.

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3.

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4.

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5.

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## Service Provider Memo

TO: The Service Provider

Our agency/organization fully understands that any work performed prior to receipt of the signed agreement from the Jefferson County Commission for services, as stated in the written agreement, constitutes "at risk work." "At risk work" is defined as work for which your agency/organization will not be paid (by Jefferson County) unless a written agreement covering the nature of the work and the time period of the work is fully executed by all parties.

It is further understood that only the Jefferson County Commission or its designee may approve written agreements for services to be provided to Jefferson County.

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Signature - Agency/Organization's

Date

Authorized Signatory Official

**Ensure that the items below are included in the contract in the order listed and remove these pages**

Attach to contract in the order listed - statement of work (indicating which areas of the county will be served and list how the Program Elements and activities will be provided and/or coordinated through other agencies, utilizing an MOU or subcontract, statement of experience (including documented evidence of past performance and ability to successfully provide services to at risk youth), W-9, lease agreements, copies of the official papers showing formation of a corporation, partnership, or sole proprietorship, organizational chart, MOU's or other formalized agreements, current audit and insurance policy.

**If your statement of work does not include provision the following it will be added to your contract as a provision of the work being contracted:**

**Tutoring, study skills training, instruction and evidence-based recovery strategies** that lead to completion of the requirements for a secondary school diploma or its recognized equivalent or for a recognized postsecondary credential.

**Alternative secondary school** services or dropout recovery services, as appropriate. *Note, if the organization or agency has not been approved by the state or local school board to operate as an alternative secondary school and provided the necessary documents so attesting, the organization or agency will not be recognized as an alternative secondary school.*

**Activities** that help youth prepare for and transition to post-secondary education and training.

**Paid and unpaid work experiences** that have as a component academic and occupational education, which may include summer employment opportunities for out-of-school youth, internships, pre-apprenticeship programs, on-the-job training (participants over 17 years old), and job shadowing opportunities. Paid work experiences may be in the private, for-profit sector, the non-profit sector or the public sector. Paid internships are placement in the private, for profit or the non-profit sector. Work experiences are designed to enable youth to gain exposure to the working world and its requirements; assisting the youth in acquiring the personal attributes; knowledge, skills and abilities needed to obtain a job and advance in employment. The purpose is to provide the youth participant with the opportunities for career exploration and skill development and is not to benefit the employer, although the employer may, in fact, benefit from the activities performed by the youth. Youth participating in a paid work experience shall be paid wages which shall not be less than the highest of the following: (a) the minimum wage under Section 6(a) (1) of the Fair Labor Standard Act of 1938; (b) minimum wage under the applicable state or local minimum wage law.

**Occupational skills training** is the development of primary occupational skills to perform tasks and technical functions required by specific occupational fields. Priority must be given to job-specific and basic skills training programs that lead to recognized post-secondary credentials in a specific job or industry. These industries must be aligned with in-demand industry sectors or occupations in the local labor market. The Subrecipient shall make every effort to utilize other funding sources to pay for occupational skills training (e.g., Pell grants and other aid available through community and technical colleges and WIOA adult resources for older youth).

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

**Leadership development opportunities** that encourage responsibility and other positive social behaviors. Activities may include exposure to postsecondary opportunities; community service and service-learning projects; peer-centered activities, including peer mentoring and tutoring; organizational and team leadership training; training in decision making, including determining priorities; and citizenship training, including life skills training.

**Supportive services** may include linkages to community services and/or assistance with transportation, childcare, housing, referrals to medical services, and the provision of appropriate work attire and work-related tools. Supportive Services may be provided by the Subrecipient's organization, through referrals to other community organizations, or through services provided under the CAPTE's Supportive Services Policies. All needs and receipt of services and referrals will be tracked by the case manager and recorded in the case notes.

**Comprehensive guidance and counseling**, including drug and alcohol abuse counseling, as well as referrals to other counseling, as appropriate to the needs of the individual youth must be recorded in the case notes.

**Adult mentoring** for no less than twelve (12) months may occur during both program participation and follow-up. The CAPTEWDB recognizes a gap in the availability of mentoring services for youth. However, Subrecipients must provide this element or describe how this element will be delivered through a partnership.

**Financial literacy education;** the President's Advisory Council on Financial Literacy defines personal financial literacy as "the ability to use knowledge and skills to manage financial resources effectively for a lifetime of financial well-being." (*2008 Annual Report to the President*) Through financial literacy youth will understand what it means to "manage your money and not be managed by your money."(HSBC Bank)

**Entrepreneurial skills training** of interested youth who through an assessment have been identified as individuals who possess the following skills that have been identified as necessary to become a successful entrepreneur: critical and creative thinking skills, practical skills, personal characteristics, and interpersonal skills. Critical and creative thinking involves viewing a situation from different perspectives and conceiving original ideas; finding solutions to problems as they are presented; and recognizing and developing a plan to take advantage of opportunities as they present themselves. Practical skills and knowledge include goal setting which includes the creation of a plan to achieve and then carry out the goal; planning and organizing includes project management skills, organizational skills and forecasting; decision making will involve the use of relevant information, weighing of potential consequences and being confident in the decision made as a result. Personal characteristics typical of successful entrepreneurs are optimism, vision and initiative, desire for control, drive, persistence, and resilience. Possession of good interpersonal skills is critical in building great relationships with staff, customers, suppliers and more. These skills include leadership and motivation, communication, listening, personal relations, negotiations, and ethics. ([www.mindtools.com](http://www.mindtools.com))

**Services** that provide labor market and employment information about in-demand industry sectors or occupations available in the local area must be made available by the provider.

**Follow-up services** for at least 12 months after each youth exits the program to ensure continuity of services and progress towards the performance outcomes. For those contracts that are renewed for an additional 12 months, the provider will be responsible for follow-up services; otherwise, follow-up will be performed by CAPTE staff. The types of services provided must be based on the needs of the individual. Follow-up services may include: leadership development; supportive services; regular contact with the youth's employer, including addressing work-related problems that arise; assistance with job development, career development, and further education; work-related peer support groups; adult mentoring; and tracking the progress of youth in employment after training. By maintaining monthly contact with the participant, the case manager will serve as a resource to identify and address challenges that arise for the youth, especially challenges related to employment and post-secondary education/training.