

SC Governor's Office of Economic Opportunity

Proposal Solicitation Guidelines and Application Forms Release Date: August 1, 2007

Topic: Workforce Development Soft Skills Training

Proposal Due Date: August 31, 2007

**MARK SANFORD
GOVERNOR**

**Ashlie Lancaster
Director**

**Bertie McKie
Senior Manager**

**South Carolina Development
1201 Pendleton Street, Room 357
Columbia, South Carolina 29201
Phone: 803-734-0662
Fax: 803-734-0356
Web site: www.oepp.sc.gov/oeo**

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SC Governor's Office of Economic Opportunity Request for Applications (RFA)

Soft Skills Training Initiative

Competitive Funding Proposal

Program Year 2007

Guidelines

The South Carolina Workforce Investment Board, through the South Carolina Department of Commerce, has authorized \$500,000 for the support of soft skills training programs offered through Community Action Programs. The funds are provided through the Workforce Investment Act (WIA) and will be administered by the Governor's Office of Economic Opportunity (OEO). Training programs funded under this authorization will offer training in soft skills to economically disadvantaged, disaffected workers.

I. Application

Applications must be received by 5:00 PM on August 31, 2007. Funding of approved applications is subject to availability of funds.

Executive Summary

Include a short description of the project, local collaboration, outcomes and leveraging of local resources, including local activity funds (one page maximum).

A. Project Narrative

Purpose

The purpose of this Request for Applications (RFA) is to solicit proposals for proven service approaches and strategies to assist SC workers succeed and advance in the workplace. This section should describe in two pages or less the applicant's ability to carry out this purpose and how the project will be accomplished. Priority will be given to innovative and collaborative training projects that increase employment opportunities and enhance client growth and productivity. Projects may run for up to one year and should focus on training work-eligible individuals who wish to move into the workforce. Of particular interest is training that incorporates employability skills into a job readiness curriculum or vocational training, with emphasis on programs that simulate the workplace. Funded proposals will provide training that:

1. establishes the discipline of the workplace in all aspects of the program such as attendance and punctuality, dress and hygiene, and comportment;
2. creates a work-like environment that offers interactive learning situations;
3. gives participants the opportunity to meet successful business people;
4. provides links to support services and auxiliary agencies to help trainees overcome any barriers to employment they might have during and after training (e.g., childcare, transportation); and

5. includes post-training support for job referral.

Strategic Partnerships

The application should minimally include a partnership/collaboration with the local One Stop Workforce Center. Also encouraged is collaboration between Community Services Block Grant (CSBG) activities and the soft skills training initiative. Firmly established and committed community partnerships are vital to the success of an employment training project. Proposals are encouraged to include other agencies that offer essential expertise and should outline the partnerships relevant to the project design. Proposals may also partner directly with businesses that are hiring workers from the target population. Identify all partners involved in the project and explain each partner's role. Each partner should verify its partnership in the project through a letter of commitment.

Statement of Need

Identify the current and future needs of business and industry in your service area as well as the targeted occupations that will be served by this project. Generalized employment skills along with regional high growth and in demand industries should be considered as the focal point for this project.

B. Project Design

Competitive grants will be awarded to community action agencies that have designed comprehensive, innovative, and collaborative programs that best serve clients and industries within their region. Target populations must include clients that meet an income eligibility criterion of 125 % of the federal poverty level. Project descriptions must clearly demonstrate an increase in the skill levels of potential workers to meet the needed workplace skill requirements. Projects should be for the purpose of improving employee earning potential through the upgrade of skills and training on new technology.

- Training can be conducted at the business's own facility, at one of the many educational facilities throughout South Carolina, or at a combination of sites.
- Training must include soft skills such as leadership, teamwork, management skills, resume writing, punctuality, grooming, attendance, self esteem building, openness to working with individuals from diverse racial and ethnic backgrounds, maintaining healthy lifestyles, including drug and alcohol prevention programs, maintaining positive relationships with responsible adults and peers, contributing to the well being of one's community, maintaining a commitment to learning and academic success, avoiding delinquency, postponed and responsible parenting, and positive job attitudes and work skills.
- Preference will be given to training that represents a significant skills upgrade for clients and/or the greatest potential for impacting employability.

This section should also include a timeline for the project, including milestones and short- and long-term goals for the overall project.

C. Performance/Outcomes

All grant projects shall be performance-based with specific measurable performance outcomes. The OEO may include performance measures in addition to those required in the application.

Specific measurable performance outcomes may include:

- Number of trainees enrolled and number of trainees completing training;
- Demonstrated increases in employability through measurements;
- Reduced turnover rates during the 12-month post-project follow-up;
- Increased job retention for program participants already in the workplace and/or higher post-training wages of participating employees;
- Number of trainees obtaining a job or a promotion as a result of training; and
- Number of trainees who attained a certificate, degree, credential or college credit.

An OEO Form 512 (Appendix C) must also be submitted for this project with goals specified for inclusion in the agency's quarterly, annual, and final reports for this project and for the CSBG annual IS Report.

D. Budget

Applicants should submit a proposed detailed line item budget and client services narrative using the attached OEO budget forms and instructions (Appendix B). Funds awarded through this RFA will only be used to cover costs appropriate for the program design identified in each project. To be allowable under the WIA program, cost must be necessary and reasonable for proper and efficient administration of the WIA program; be allowable in accordance with applicable OMB Circular; and not be a general expense required to carry out the overall responsibilities of the agency.

II. Project Duration

OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008

III. Funding

A total of \$500,000 is available. Award amounts will depend upon the scope of the funded project. The average award is expected to be \$50,000. The proposed training program duration may not exceed 12 months, with a mandatory participant follow-up period of 12 months. All funding will be provided on a reimbursement basis via claims submitted to the OEO. Each claim must include supporting documentation in order for the expenditures to be reimbursed. The subgrantee should submit claims monthly but not less than quarterly. The claims should include all costs incurred under the grant up to and including the last day of the month of the reporting period. The claims should also include accruals for cost of goods and services received even if payment for them has not been made. Claims should be submitted to the OEO by the twentieth (20th) day of each month following the report period. Subgrantees must file a final financial report no later than 30 days after the last day of award period.

IV. Project Reporting

The RFA project reporting guidelines prescribed are to be followed. If awarded, agencies must submit monthly financial status reports and quarterly and annual performance outcome reports. A final report is due at the end of participant follow-up.

V. Evaluation and Scoring

Proposals will be evaluated by an interagency team. Scoring criteria will be based on the following critical program elements.

35% Project Design and Innovation

How well the application includes the required/suggested elements of project design and the quality of the soft skills training planned for the project.

25% Strategic Partnerships

Firmly established and committed partnerships are vital to the success of a project, and this section assesses how well the application addresses the strategic partnerships of the project.

25% Performance/Outcomes

The quality of the specific measurable performance outcomes the project plans to achieve.

15% Budget and Financial Accuracy

Each application should include a line item budget including a breakout of specific training costs and a description of other funds utilized in this project.

Priority will be given to those applications leveraging other funding and in-kind contributions.

VI. Procurement and Travel

State of South Carolina procurement guidelines and travel regulations are to be followed.

VII. Assurances and Certifications

Applications must include applicable signed assurances and certifications as listed in the appendices to this RFA.

VIII. Application Submission

Proposals should be submitted to the attention of Ashlie Lancaster, Office of Economic Opportunity, 1205 Pendleton Street, Room 357, Columbia, SC, 29201. Applications must be received no later than 5:00 PM on August 31, 2007. Postmarks have no bearing with respect to the deadline. Faxed or emailed applications will not be accepted.

IX. Appendices

- A. Application Cover Page
- B. OEO Budget Forms
- C. OEO Form 512
- D. WIA Soft Skills Training Grant Terms and Conditions
- E. Assurances and Certifications
- F. SC WIA Terms and Conditions

A. APPLICATION COVER PAGE
SC Governor's Office of Economic Opportunity – WIA Soft Skills Training

Applicant Information

Organization	
Street address	
City, State, Zip Code	
Program contact	
Title	
Telephone	
Fax	
Email address	
Fiscal contact	
Telephone	
Fax	
Email address	

Funding Information

Total Budget Request	
10/1/2007- 9/30/2008	\$

Certification

I hereby certify that, to the best of my knowledge, the information and data contained in this application are true and correct. The applicant will comply with all required provisions if a grant is awarded.

 Project Official (print)

 Signature of Project Official

 Date

 Official Authorized to Sign for Award (print)

 Signature of Authorized Official

 Date

B. OEO Budget Forms

OEO WIA Soft Skills Budget Forms

Applicant Agency:

Budget Request:

Salaries	% full-time effort	Salary	Fringe Benefits	Total
Program Director				
Instructors				
Counselors and Caseworkers				
Total Salaries				

Contractual Costs		
Supplies		
	Office and Operational	
	Instructional Materials	
Travel		
Other Operational Costs		
	Communications (Phone, Advertising, DSL)	
	Postage	
	Equipment	
	Rent	
	Utilities	
Participant-related Expenses		
	Tuition	
	Transportation	
	Childcare	

Budget Narrative:

Applicant Agency:

Leveraged Funds

Salaries	% full-time effort	Salary	Fringe Benefits	Total
Program Director				
Instructors				
Counselors and Caseworkers				
Total Salaries				

Contractual Costs		
Supplies		
	Office and Operational	
	Instructional Materials	
Travel		
Other Operational Costs		
	Communications (Phone, Advertising, DSL)	
	Postage	
	Equipment	
	Rent	
	Utilities	
Participant-related Expenses		
	Tuition	
	Transportation	
	Childcare	
Other		

Leveraged Funds Narrative:

Budget Forms Instructions

1. Budget Summary Chart (required) – For each application, all projected costs for which reimbursement is sought should appear in summary by category in the chart provided. Allowable expenditure categories are listed on the chart.
2. Budget Narrative (required) - A budget narrative must follow the chart, and must explain each of the requested expenditures. For example, if \$2,000 is requested for Communications, the narrative might explain that \$200 will be allocated to the telephone costs of the program director, \$1,500 will be allocated toward a print advertisement to appear in three local newspapers, and \$300 will be allocated to cell phone costs incurred by a counselor who will be working off-site at participating businesses. Applicants should note that the budget requests must articulate with the program design. Costs not supported by the program design will be disallowed. No page limit applies to the narrative.
3. Leveraged Funds Chart (required) – The applicant should determine the additional resources that it and its partners will bring to the project. A dollar value should be assigned to each resource and the values should be entered on the chart.
4. Leveraged Funds Narrative (required) – The applicant should explain why each contributed resource is needed to complete the project.

C. OEO 512 Narrative: Subgrantee Project Description

The narrative is the basic description of the work to be performed by an applicant.

Section I – Identification

AGENCY: _____ **CURRENT DATE:** _____

1. Project Name: OEO WIA Soft Skills

2. Total Funds for this Project from All Sources: \$ _____

Section II – ROMA Goals, Direct Measures, National Indicators, & Performance Target Outcome(-s) — (See 512 Instructions Part A & B)

3. ROMA Goals (Check all that apply):	Direct Measure(-s) (1a, 3c, 6d, etc.)	National Indicator(s) (1.1,1.2,2.1, etc.)
<input type="checkbox"/> 1. Low-Income people become more self-sufficient.	____, ____, ____, ____	____, ____, ____, ____
<input type="checkbox"/> 2. The conditions in which low-income people live are improved.	____, ____, ____, ____	____, ____, ____, ____
<input type="checkbox"/> 3. Low-Income persons own a stake in their community.	____, ____, ____, ____	____, ____, ____, ____
<input type="checkbox"/> 4. Partnerships among supporters and providers of services to low-income people are achieved.	____, ____, ____, ____	____, ____, ____, ____
<input type="checkbox"/> 5. Agencies increase their capacity to achieve results.	____, ____, ____, ____	____, ____, ____, ____
<input type="checkbox"/> 6. Low income people, especially vulnerable populations, achieve their potential by strengthening family and support systems.	____, ____, ____, ____	____, ____, ____, ____

4. Project Outcome Statement:

An inspiring statement that defines the end state sought, stated in customer terms.

5. Performance Target Outcome:

“Of the X, Y will achieve...”

Project Name: _____ (cont'd)

6. Approach:
(Methodology)
What agency will do and how agency will do it? What are the core features of the product? Describe your process for ensuring the development and implementation of programs using funds that actually contribute to upward mobility, development of, new careers, educational attainment, and increased self-sufficiency. List proposed activities in chronological order. State dates with the respective activities.

7. Selection Rationale:
Why agency has chosen this approach?

8. Partnerships:
Define specific roles with other Human Service agencies, government agency, etc.

AGENCY: _____ DATE SUBMITTED: _____

Project Name: _____ (cont'd)

9. Client Activities/Milestones and Verification: *Activities/milestones: interim behaviors that describe customer progress; Verification: indicator(s) that will be used to establish or confirm and document achievement of activity/milestone.*

(1) Number and sequentially list the primary activities/milestones (customer behaviors) that will measure customer progress from program entry to measure (performance target) achievement (one activity/milestone per frame). For each milestone, list at least one clear and identifiable means of verification. (2) List the cumulative numbers of customers (i.e., total number since start of program) projected to achieve each activity/milestone by the end of each quarter in the upper, right-hand boxes. (3) Track program progress: Once approved, use this form as a tool to monitor program progress, by listing the actual total numbers of customers who achieved each activity/milestone by the end of each quarter in the shaded boxes.

Item #	Client Activity/Milestones and Verification	Indicate Each Quarter:					Total	
		1	2	3	4	Total		
	Client Activity/Milestone:							Projected
	Verification:							Actual
	Client Activity/Milestone:							Projected
	Verification:							Actual
	Client Activity/Milestone:							Projected
	Verification:							Actual
	Client Activity/Milestone:							Projected
	Verification:							Actual
	Client Activity/Milestone:							Projected
	Verification:							Actual
	Client Activity/Milestone:							Projected
	Verification:							Actual
	Client Activity/Milestone:							Projected
	Verification:							Actual
	Client Activity/Milestone:							Projected
	Verification:							Actual

OEO Form 512: Instructions for Completing Form 512

The narrative is the basic description of the work to be performed by an applicant with the grant funds.

OEO 512 serves as the description of the ROMA Goals, Direct Measures, and Indicators to be achieved for the project.

Section I – Identification

1. **Project Name:** Enter the title of the project the applicant plans to implement.
2. **Total Funds for this Project from All Sources:** Enter the total amount of funding planned to be received from all funding sources for the implementation of project addressed on the 512.

Section II – Goals, Direct Measures, Outcome Statement(-s) & Performance Target Outcome(-s)

3. **ROMA Goals:** Check the box next to the national ROMA goal(-s) that the project will address with the associated **Direct Measures** and **National Indicators** being recorded alongside. The **Direct Measures** and **National Indicators** can be referenced from the OCS Monitoring & Assessment Task Force National Goals & Outcome Measures and the National Indicator Listing.
4. **Project Outcome Statement:** Enter the project outcome statement—an inspiring statement that defines the end state sought, stated in customer terms, for example, “All persons served by the ____ program will get and keep a decent job.” Craft outcome statements consistent with the National ROMA Goals: What is the end state sought for customers, the agency or the community? What is it that we want to inspire ourselves to achieve for all people to be served by the program? *(Formerly referred to as the “project goal.”)*
5. **Performance Target Outcomes:** Enter the performance target outcome for the project. The performance target will define success for the program in terms of what the customer will actually achieve, for example, “Get and keep a job for one year.” The Performance Target Outcome will state the number or percentage of customers entering the program who will achieve the performance target(s). Develop measures (performance targets) that directly contribute to the outcome. Who are your customers? What are their conditions and behaviors? What is the definition of “success” for the project? How many people will you work with this year and how many of them will significantly change their behavior, condition or status? Measures (performance targets) should: indicate the type of change, the degree of change and by when; be measurable, verifiable and doable with a *stretch*; answer the question, “What is success?” and connect to investor outcomes. *(Formerly known as the project “impact outcome.”)*
6. **Approach:** Enter a general description of the approach (methodology, product description) to be used for achieving the performance target outcome. Describe the product and its core features. What “vehicle” will you use to influence customer change? What activities, services, strategies, tactics, actions, etc. will be used? What quality and quantity will be necessary to get a customer to the target? The approach, or product description, must connect in an obvious way to the needs and characteristics of customers.
7. **Selection Rationale:** Describe why the proposed strategies have been selected, and why they are expected to be effective. Discuss “prior results and learning,” or what you will do differently to achieve targeted program outcomes, based on research or prior experience. If other community resources are being applied to the problem, describe how the proposed approach or activities will differ from, reduce barriers to or fill gaps in existing services.
8. **Partnerships:** Lists other entities involved in and supporting the specific project to include a clear definition of the role and responsibility of each partner.

9. **Client Activities/Milestones:** Enter the actions or steps most customers will need to complete to reach the performance target. Client activities (milestones) should be relatively sequential and verifiable (see the paragraph below). All client activities (milestones) should work towards and ultimately result in the performance target identified above. Some examples of relative client activities (milestones) are:

- (1) engagement
- (2) taking first steps
- (3) sustaining intermediate gains
- (4) getting to the target
- (5) sustaining gains.

Verification: Enter the indicator(s) that will be used to establish or confirm and document that client activities/milestones have been achieved. Verification may be by direct evidence, such as a demonstration of skills or knowledge gained; by third party, such as written employer confirmation of a customer's job status; and/or by customer reports, such as a customer follow-up questionnaire.

Projected Quarterly Results: For each client activity/milestone, project and enter the total number of customers who will have achieved each activity by the end of each quarter. For each quarter, list the total of customers you expect to have reached the specified activity (milestone).

Actual Quarterly Results: When the project is approved, use this form to track and monitor program progress. At the end of each quarter, enter the total number of customers who have been verified as actually achieving each of the specified activity/milestones, in accordance with the preceding example.

OCS' Monitoring and Assessment Task Force
National Goals and Outcome Measures

Effective October 1, 1999

For each goal that corresponds to the work your agency does, select at least one measure to report on, based on a current needs assessment survey. If you feel that none of the measures under a particular goal is a good measure of the work actually done by your agency, create a measure that more accurately reflects the work you do. In addition, note that some of the measures could easily apply to other goals as well as the one under which they are listed; use them wherever they seem most appropriate to you.

In measures below, number, wherever it appears, is to be expressed in two parts: the actual count, and the baseline total. For example, when the measure is number of households maintaining employment, express it as a factor of the total number of households served by the agency (e.g., 27 out of 86). Do not indicate percentages (e.g., 31.4% or even 31 out of 100, unless your baseline total is actually 100 households); the data need to be aggregated with that of other agencies before percentages are calculated.

GOAL 1: (SELF-SUFFICIENCY)

LOW-INCOME PEOPLE BECOME MORE SELF-SUFFICIENT

Direct measures:

- a. Number of participants seeking employment who obtain it [as compared with the total number of participants].
- b. Number of participants maintaining employment for a full twelve months.
- c. Number of households in which adult members obtain and maintain employment for at least ninety days.
- d. Number of households with an annual increase in the number of hours of employment.
- e. Number of households gaining health care coverage through employment.
- f. Number of households experiencing an increase in an annual income as a result of earnings.
- g. Number of households experiencing an increase in annual income as a result of receiving allowable tax credits, such as the earned income and childcare tax credits.
- h. Number of custodial households who experience an increase in annual income as a result of regular child support payments.
- i. Number of participating families moving from substandard housing into stable standard housing, as compared with the total number of participating families.
- j. Number of households which obtain and/or maintain home ownership.
- k. Number of minority households which obtain and/or maintain home ownership.
- l. Number of people progressing toward literacy and/or GED.
- m. Number of people making progress toward post-secondary degree or vocational training.
- n. Other outcome measure(s) specific to the work of your agency.

Survey question measures:

- o. Number of clients who consider themselves more self-sufficient since participating in services or activities of the agency.
- p. Number of clients reporting an increase in income since participating in the services of the agency.

Scale measures:

- q. Number of households which demonstrated movement up one or more steps on a scale or matrix measuring self-sufficiency
- r. Number of households achieving positive movement in self-sufficiency as demonstrated by an increase of at least one point in an overall score of a Family Development Scale.
- s. Number of households achieving stability in the _____ dimension of a Family Development Matrix.

GOAL 2: (COMMUNITY REVITALIZATION)

THE CONDITIONS IN WHICH LOW-INCOME PEOPLE LIVE ARE IMPROVED

Direct Measures:

- a. Number of accessible, living wage jobs created and/or retained.
- b. Increase in assessed value of homes as a result of rehabilitation projects.
- c. Increase in proportion of state and federal funds allocated for meeting emergency and long-term needs of the low-income population.
- d. Increase in access to community services and resources by low-income people.
- e. Increase in available housing stock through new construction.
- f. Increase in the availability and affordability of essential services, e.g. transportation, medical care, child care.
- g. Other outcome measure(s) specific to the work done by your agency.

Survey question measures:

- h. Number of households who believe the agency has helped improve the conditions in which they live.

Scale measures:

- i. Number of communities which demonstrated movement up one or more steps on a scale or matrix measuring community self-sufficiency, community health, or community vitality.
- j. Number of communities achieving stability in the _____ dimension of the Community Scaling Tool.

GOAL 3: (COMMUNITY REVITALIZATION)

LOW-INCOME PEOPLE OWN A STAKE IN THEIR COMMUNITY

Direct measures:

- a. Number of households owning or actively participating in the management of their housing.
- b. Amount of "community investment" brought into the community by the Network and targeted to low-income people.
- c. Increase in minority businesses owned.
- d. Increase in access to capital by minorities.
- e. Increased level of participation of low-income people in advocacy and intervention activities regarding funding levels, distribution policies, oversight, and distribution procedures for programs and funding streams targeted for the low-income community.
- f. Other outcome measure(s) specific to the work done by your agency.

Survey question measures:

- g. Number of households participating or volunteering in one or more groups.
- h. Number of households who say they feel they are part of the community.

Scale measures

- i. Number of communities which demonstrated movement up one or more steps on a scale or matrix measuring community self-sufficiency, community health, or community vitality.
- j. Number of communities achieving stability in the _____ dimension of the Community Scaling Tool.

GOAL 4:

PARTNERSHIPS AMONG SUPPORTERS AND PROVIDERS OF SERVICES TO LOW-INCOME PEOPLE ARE ACHIEVED

Direct measures:

- a. Number of partnerships established and/or maintained with other public and private entities to mobilize and leverage resources to provide services to low-income people.
- b. Number of partnerships established and/or maintained with other public and private entities to complete the continuum of care for low-income people.
- c. Number of partnerships established and/or maintained with other public and private entities which ensure ethnic, cultural, and other special needs considerations are appropriately included in the delivery service system.
- d. Other outcome measure(s) specific to the partnerships created by local agencies.

Survey question measures:

- e. Number of principal partners who are satisfied with the partnership.
- f. Partner's rating of the responsiveness of the agency.

Scale Measures:

- g. Number of agencies which demonstrated movement up one or more steps on a scale or matrix measuring agency partnership capacity.
- h. Number of agencies achieving stability in the _____ dimension of an agency partnership capacity scaling tool.
- i. Number of agencies that achieve and maintain commitments from other service and resource partners to carry out agency mission.
- j. Number of agencies that establish and maintain commitments to provide resources to partner organizations that serve agency customers.
- k. Number of agencies that establish and maintain coordination of agency and non-agency resources to create a programmatic continuum of services with outcome-based objectives establishes and maintains a selection process which ensures that low-income community members are elected in a public process.

GOAL 5:

AGENCIES INCREASE THEIR CAPACITY TO ACHIEVE RESULTS

Direct measures:

- a. Total dollars mobilized by the agency.
- b. Total dollars mobilized by the agency as compared with CSBG dollars.

- c. Number of boards making changes as a result of a periodic organizational assessment.
- d. Number of programs which have become more effective as a result of research and data (their own as well as others).
- e. Number of programs which have become more effective as a result of needs assessment surveys.
- f. Number of families having their situation improved as a result of comprehensive developmental services.
- g. Increase in community revitalization as a result of programs.
- h. Number of agencies increasing their number of funding sources and increasing the total value of resources available for services to low-income people.
- i. Number of agencies leveraging non-CSBG resources with CSBG resources at a ratio greater than 1:1.
- j. Number of agencies where board composition accurately represents the ethnic diversity of the service territory.
- k. Number of agencies where customers served accurately represents the ethnic diversity of the service territory.
- l. Number of agencies where staffing component accurately represents the ethnic diversity of the service territory.
- m. Number of development contacts as a result of outreach programs.
- n. Number of special populations showing improvement as a result of programs aimed at the population.
- o. Number of clients showing improvement as a result of emergency services received.
- p. Other outcome measure(s) specific to the work done by local agencies.

Scale measures:

- q. Number of agencies that achieve and maintain compliance with all applicable Federal, State, and local statutes, regulations, and requirements.
- r. Number of agencies that achieve and maintain a governance process that is inclusive, representative of, and accountable to the community.
- s. Number of agencies that achieve and maintain a workforce environment which empowers and develops its employees, has open communications, pays its employees a living wage, and is mission-driven.
- t. Number of agencies which achieve and maintain a planning, measurement, and evaluation system which creates a programmatic, continuum of services with outcomes-based objectives, and where the measurements of programs are used to improve services.
- u. Number of agencies that achieve and maintain communication and feedback processes that engage all stakeholders.
- v. Number of agencies that establish and maintain a process where evaluations are used to improve services.

GOAL 6: (FAMILY STABILITY)

LOW-INCOME PEOPLE, ESPECIALLY VULNERABLE POPULATIONS, ACHIEVE THEIR POTENTIAL BY STRENGTHENING FAMILY AND OTHER SUPPORTIVE SYSTEMS

Direct measures:

- a. Number of aged households maintaining an independent living situation.
- b. Number of disabled or medically challenged persons maintaining an independent living situation.
- c. Number of households in crisis whose emergency needs are ameliorated.
- d. Number of participating families moving from homeless or transitional housing into stable standard housing.
- e. Number of households in which there has been an increase in donation of time to volunteer activities (not mandated by welfare-to-Work Plans).
- f. Number of households in which there has been an increase in children's involvement in extracurricular activities.
- g. Number of high consumption households realizing a reduction in energy burden
- h. Number of households moving from cultural isolation to involvement with their cultural community.
- i. Other outcome measure(s) specific to the work done by your agency.

Survey question measure:

- j. Number of households indicating improved family functioning since participating in the services or activities of the agency.

Scale measures:

- k. Number of households moving from crisis to stability on one dimension of a scale.
- l. Number of households moving from vulnerability to stability on one dimension of a scale.
- m. Number of households moving from a condition of crisis to a condition of vulnerability on one dimension of a scale.

National Indicators Listing

Goal 1: Low-Income People Become More Self-Sufficient***National Performance Indicator 1.1 – Employment***

The **number and percentage** of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following:

- A. Unemployed and obtained a job.
- B. Employed and obtained an increase in employment income.
- C. Achieved "living wage" employment and benefits.

National Performance Indicator 1.2 – Employment Supports

The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action as measured by one or more of the following:

- A. Obtained pre-employment skills/competencies required for employment and received training program certificate or diploma.
- B. Completed ABE/GED and received certificate or diploma.
- C. Completed post-secondary education program and obtained certificate or diploma.
- D. Enrolled children in "before" or "after" school programs, in order to acquire or maintain employment.
- E. Obtained care for child or other dependant in order to acquire or maintain employment.
- F. Obtained access to reliable transportation and/or driver's license in order to acquire or maintain employment.
- G. Obtained health care services for themselves or a family member in support of employment stability.
- H. Obtained safe and affordable housing in support of employment stability.
- I. Obtained food assistance in support of employment stability

National Performance Indicator 1.3 – Economic Asset Enhancement and Utilization

The **number and percentage** of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following:

- A. Enhancement –
 - 1. Number and percent of participants in tax preparation programs who identify any type of Federal or State tax credit and the aggregated dollar amount of credits
 - 2. Number and percentage obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments.
 - 3. Number and percentage enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings.
- B. Utilization –
 - 4. Number and percent demonstrating ability to complete and maintain a budget for over 90 days.
 - 5. Number and percent opening an Individual Development Account (IDA) or other savings account and increased savings, and the aggregated amount of savings.
 - 6. Of participants in a community action asset development program (IDA and others):
 - a. Number and percent capitalizing a small business due to accumulated savings.
 - b. Number and percent pursuing post-secondary education due to savings.
 - c. Number and percent purchasing a home due to accumulated savings

Goal 2: The Conditions in Which Low-Income People Live are Improved

National Performance Indicator 2.1 Community Improvement and Revitalization

Increase in, or preservation of opportunities and community resources or services for low-income people in the community as a result of community action projects/ initiatives or advocacy with other public and private agencies, as measured by one or more of the following:

	<u>Number of Projects/Initiatives</u>	<u>Number of Opportunities</u>
A. Accessible "living wage" jobs created or retained in the community.	_____	_____
B. Safe and affordable housing units created in the community.	_____	_____
C. Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by community action activity or advocacy	_____	_____
D. Accessible and affordable health care services/facilities for low-income people created or maintained.	_____	_____
E. Accessible safe and affordable childcare or child development placement opportunities for low-income families created or maintained.	_____	_____
F. Accessible "before" school and "after" school program placement opportunities for low-income families created or maintained.	_____	_____
Accessible new, preserved, or expanded transportation resources available to low-income people, including public or private transportation.	_____	_____
G. Accessible preserved or increased educational and training placement opportunities for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education	_____	_____

National Performance Indicator 2.2 -- Community Quality of Life and Assets

The quality of life and assets in low-income neighborhoods are improved by community action initiative or advocacy, as measured by one or more of the following:

- A. Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets;
- B. Increase in the availability or preservation of community facilities;
- C. Increase in the availability or preservation of community services to improve public health and safety;
- D. Increase in the availability or preservation of commercial services within low-income neighborhoods; and
- E. Increase or preservation of neighborhood quality-of-life resources.

Goal 3: Low-Income People Own a State in Their Community

National Performance Indicator 3.1 – Civic Investment

The number of volunteer hours donated to Community Action.

National Performance Indicator 3.2 – Community Empowerment through Maximum Feasible Participation

The number of low-income people mobilized as a direct result of community action initiative to engage in activities that support and promote their own well-being and that of their community as measured by one or more of the following:

- A. Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy setting through community action efforts.
- B. Number of low-income people acquiring businesses in their community as a result of community action assistance.
- C. Number of low-income people purchasing their own homes in their community as a result of community action assistance.
- D. Number of low-income people engaged in non-governance community activities or groups created or supported by community action.

Goal 4: Partnerships Among Supporters and Providers of Service to Low-Income People are achieved

National Performance Indicator 4.1 – Expanding Opportunities through Community-Wide Partnerships

The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes.

Goal 5: Agencies Increase Their Capacity to Achieve Results

National Performance Indicator 5.1 – Broadening the Resource Base

The number of dollars mobilized by community action, including amounts and percentages from:

- A. Community Services Block Grant (CSBG)
- B. Non-CSBG Federal Programs
- C. State Programs
- D. Local Public Funding
- E. Private Sources (including foundations and individual contributors, goods and services donated)
- F. Value of volunteer time

Goal 6: Low-Income People, Especially Vulnerable Populations, Achieve Their Potential by Strengthening Family and Other Supportive Systems

National Performance Indicator 6.1 – Independent Living

The number of vulnerable individuals receiving services from community action that maintain an independent living situation as a result of those services:

- A. Senior Citizens; and
- B. Individuals with Disabilities

National Performance Indicator 6.2 – Emergency Assistance

The **number of low-income individuals or families** served by community action that sought emergency assistance **and the percentage** of those households for which assistance was provided, including such services as:

- A. Food
- B. Emergency Payments to Vendors, including Fuel and Energy Bills
- C. Temporary Shelter
- D. Emergency Medical Care
- E. Protection from Violence
- F. Legal Assistance
- G. Transportation
- H. Disaster Relief

National Performance Indicator 6.3 – Child and Family Development

The **number and percentage** of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by one or more of the following:

- A. Infants and Children –**
 - 1. Infants and children obtain age appropriate immunizations, medical and dental care.
 - 2. Infant and child health and physical development are improved as a result of adequate nutrition.
 - 3. Children participate in pre-school activities to develop school readiness skills.
 - 4. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade.
- B. Youth –**
 - 1. Youth improve physical health and development.
 - 2. Youth improve social/emotional development.
 - 3. Youth avoid risk-taking behavior for a defined period of time.
 - 4. Youth have reduced involvement with criminal justice system.
 - 5. Youth increase academic, athletic or social skills for school success by participating in before or after school programs.
- C. Parents and Other Adults –**
 - 1. Parents and other adults learn and exhibit improved parenting skills.
 - 2. Parents and other adults learn and exhibit improved family functioning skills.

Step 1: Preliminary Agency Checklist – Matching Activities to Performance Indicators

As indicated, community action agencies and eligible entities are asked to submit ROMA outcome information only for those national performance indicators for which they have supporting programs and activities (CSBG *and* all other funding sources).

In order to help agencies identify national performance indicators relevant to their programs and activities, the following **Preliminary Agency Checklist** cross-references various community action services, activities and funding sources to the 12 national performance indicators.

PRELIMINARY AGENCY CHECKLIST

Community Action Program or Activity	National Performance Indicator	Current ROMA Direct Measure (May be found at www.ROMA1.org)
Adult Basic Education	1.2	1l
Advocacy	2.1, 2.2	2g, 3e
After school Programs	1.2, 2.1, 6.3	6f
Agency Capacity	5.1, 4.1	5a
Aging Programs	6.1	6a
Asset Formation	1.3, 3.2	1n
Board Membership	3.2	3a
Childcare	1.2, 2.1	1n
Child Development – Health	6.3	6i
Child Development -- Nutrition	6.3	6i
Child Development -- School Readiness	6.3	6i
Child Support	1.3	1h
Childcare Tax Credit	1.3	1g
Civic Involvement	3.2	3a
Community Enhancement -- Businesses	3.2	3c, 3d
Community Enhancement -- Community Facilities	2.2	2d
Community Enhancement -- Housing	2.1	2e
Community Enhancement -- Jobs	2.1	2a
Community Enhancement – Safety and Health	2.2	2g
Community Enhancement – Schools	2.2	2d
Community Enhancement -- Transportation	2.1	2f
Community Investments	3.2	2b
Community Organizing	3.2	3g
Daycare	1.2, 2.1	1n
Disability (Independent Living)	6.1	6b
Disaster Relief	6.2	6c
Earned Income Tax Credit (EITC)	1.3	1g
Domestic Violence Prevention/Intervention	6.2	6i
Economic Development	2.1	2g, 3c, 3d
Emergency Medical Care	6.2	6c
Emergency Services	6.2	6c
Employment	1.1	1a, 1d, 1f
Faith Based Organizations	4.1	4a, 4b, 4c, 4d
Family Development	1.1, 1.2, 1.3, 6.3	6i, 6j
Family Functioning	6.3	6j
Food and Nutrition	1.2, 6.1, 6.2, 6.3	6i
GED	1.2	1l
Head Start	1.1, 1.2, 3.1, 3.2, 6.3	1a, 1l, 1m
Health Care	1.2, 2.1, 6.2, 6.3	1n, 2f, 6c, 6i

Higher Education	1.2, 2.1	1m
Home Budget Management	1.3	6j
Home Ownership	1.2, 3.2	1j, 3a
Homeless Programs	6.2	6d
Housing	1.2, 2.1, 3.2	1i, 1j, 1k
Housing Rehabilitation	2.1	2h
Individual Development Accounts (IDAs)	1.3, 3.2	1n
Income Increase -- Employment	1.1	1f
Income Increase -- Non-Employment	1.3	1g, 1h
Job Placement	1.1	1a
Job Skills Training	1.2	1m
Legal Assistance	6.2	6c, 6i
Leveraging Resources	5.1	5a
Life Skills Training	1.3, 6.3	6j
LIHEAP	6.2	6g
Mental Health	1.2, 2.1, 6.2	1n, 1f, 5o, 6c
Parent Involvement	3.1, 3.2	3e, 3f
Parenting Skills	6.3	6i
Partnerships	4.1	4a, 4b, 4c, 4d
Post-Secondary Education	1.2, 2.1	1m
Public Safety	2.2	2g
Recreational Resources/Facilities	2.2	2g
Section 8 Housing	1.2, 2.1	1i, 1j, 1k, 2g
Self-Employment	1.1, 2.1, 3.1 3.2	3c
Self-Sufficiency	1.1, 1.2, 1.3	5f
Shelter	6.2	6d
Substance Abuse	1.2, 2.1, 6.2	1n, 1f, 5o, 6c
Surplus Food	6.2	6c
TANF	1.1, 1.2, 2.1	1a, 1n
Transitional Housing	1.2, 2.1	1i
Transportation	1.2, 2.1	1n
Vendor Payments	6.2	6c
Volunteers	3.1, 3.2	3g
Women, Infants and Children (WIC)	6.3	6i
Weatherization	1.2, 1.3, 2.1	6g
Workforce Investment Act (WIA)	1.1, 1.2	1a, 1n
Youth Programs	1.2, 2.1, 2.2, 6.3	6f

Each local agency is encouraged to use this Preliminary Agency Checklist as a tool to sort through the 12 national performance measures and identify those that apply to programs and activities, and those that do not.

In addition, the Checklist can serve as a planning guide for transferring current ROMA outcome data to the national performance indicator section of the annual ROMA report. The Checklist shows the location of current ROMA outcome measures within the 12 new national performance indicators.

D. WIA Soft Skills Training Grant Terms and Conditions

(A through U)

- A. **Assurances of Compliance.** It is the responsibility of the grant recipient to have, or to have access to, copies of the Workforce Investment Act of 1998, the applicable Federal Regulations and other pertinent documents referenced in this agreement and with which compliance is required.
- B. **Time of Performance.** The activities specified in the grant application and funded by the award are to be completed in accordance with the work schedule agreed to at the time of funding except as specifically determined by OEO in a Modification Agreement.
- C. **Termination.** The OEO reserves the right to reject any and all applications and to refuse to grant monies under this solicitation. After a grant has been awarded, the OEO may terminate the grant by giving the subgrantee written notice of termination. In the event of a termination after award, the OEO will reimburse the subgrantee for expenses incurred up to the notification of termination. A grant may be terminated by the OEO if the subgrantee fails to perform as promised in its proposal.
- D. **Travel Costs.** Travel costs, if allowed under this solicitation, must not exceed those stated in the State of South Carolina travel regulations, unless prior approval is received from the OEO program officer.
- E. **Grant Agreement.** Agencies must have a fully executed grant agreement in order to expend funds under this project.
- F. **Participant Information.** Subgrantees who request funding for participant activities must adhere to the rules and regulations specified under the South Carolina Terms and Conditions of the Workforce Investment Act, section 3.6 and 3.7.
- G. **Obligation of Grant Funds.** Grant funds may not be obligated prior to the effective date of the award unless pre-award costs are requested in writing and approved by the program officer. Grant funds may not be obligated under any circumstances after the program period has ended. The final request for payment must be submitted no later than thirty (30) days after the end of the grant period.
- H. **Use of Grant Funds.** Funds awarded are to be expended only for purposes and activities covered by the project plan and budget. The program officer must approve all requests for changes in project plan and scope of expenditures.
- I. **Program Income.** Income under any program administered by a public or private non-profit entity may be retained by such entity only if such income is used to carry out the program. Income shall include: receipts from goods or services (including conferences) provided as a result of activities funded under the grant award; funds provided to a service provider under this title that are in excess of the costs associated with the services provided; and interest income earned on funds received as part of this grant award.
- J. **Procurement.** Each subgrantee shall establish and implement procurement standards to ensure fiscal accountability and prevent waste, fraud, and abuse in programs.

Subgrantees should consult section 3.9 of the South Carolina Terms and Conditions of the Workforce Investment Act if they are unclear on the federal guidelines governing procurement. When federal and state procurement guideline conflict, agencies must follow the most restrictive policy.

- K. **Sub-Tier Agreements.** A subgrantee is required to monitor sub-tier collaborators and contractors in order to ensure that performance conforms to the project's scope of work and budget. All monitoring must be documented by written reports.
- L. **Indirect Costs.** An applicant agency will not be eligible for indirect costs unless it has been approved for such costs either by a cognizant agency of the United States Government or by the OEO.
- M. **Copyright.** The subgrantee is free to copyright any books, publications, or other copyrightable materials developed in the course of this grant. However, the OEO reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work developed under this grant.
- N. **Documentation.** The subgrantee must provide for accurate and timely recording of receipts and expenditures. The subgrantee's accounting system should distinguish receipts and expenditures attributable to each grant.
- O. **Reports.** The subgrantee shall submit a final financial report within thirty (30) days of the final disbursement. This report should be a final accounting of the grant.
- P. **Audit.** At any time during normal business hours and as often as the OEO deems necessary, the subgrantee will make available for examination all of its records with respect to the project funded under the grant award. Records include, but are not limited to, invoices, payroll documents, purchase orders, travel reports, and program records.
- Q. **Assurances.** The South Carolina Terms and Conditions of the Workforce Investment Act, Sections 3.14 and 3.15, specifies all of the areas for which compliance is required. Subgrantees should consult these sections if they do not have experience with federal funding to ensure that they are in compliance.
- R. **Records.** The subgrantee shall retain grant records, including financial records and supporting documentation, for a minimum of three (3) years after the termination date of the grant.
- S. **Reduction in Budgets and Negotiations.** The OEO reserves the right to negotiate budgets with potential subgrantees. The OEO may, in its sole discretion, determine that a proposed budget is inappropriate and may negotiate an amended budget with the potential subgrantee. The subgrantee may at that time negotiate or withdraw its proposal. In addition, the OEO may desire to fund a project but not at the level proposed. In that case the OEO shall notify the potential subgrantee of the amount that can be funded, and the subgrantee and the OEO will negotiate a modification in the proposal to accommodate the lower budget. All final decisions are that of the OEO.
- T. **Amendments to Grants.** Amendments are permitted upon the mutual agreement of the parties and will become effective when specified in writing and signed by both parties.

U. **Subcontracts.** Subgrantees must obtain the prior approval of the OEO to obtain the services of a third party to perform activities that are central to the purpose of the award.

Name of Agency: _____

Signature of project official: _____ Date: _____

Signature of authorized financial official: _____ Date: _____

**E. Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion -- Lower Tier Covered Transactions**

This certification is required by the OEO and by the Department of Commerce regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PRINTED NAME OF AGENCY	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88))

F. SC WIA Terms and Conditions

3.0 STATEMENT OF PURPOSE

The purpose of this Act is to provide workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention and earnings of participants and increase occupational skill attainment by participants, which will improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation's economy.

3.1 DEFINITIONS

Act - The Workforce Investment Act of 1998

Administrative Entity - The entity (South Carolina Department of Commerce, hereinafter referred to as the Awarding Agency) designated by the Governor to administer the Workforce Investment Plan for the State of South Carolina or the entity designated by the Local Workforce Investment Board to administer the WIA programs.

Local Workforce Investment Areas (LWIA) - The county or counties designated by the Governor to administer the Workforce Investment Act in a designated area.

Subrecipient - The legal entity to which a subgrant is awarded and which is accountable to the recipient (or higher tier subrecipient) for the use of the funds provided.

Service Provider- A public agency; private non-profit organization; private-for-profit entity that delivers educational, training, employment or supportive services to WIA participants.

Vendor - An entity responsible for providing generally required goods or services to be used in the WIA program.

Participant - An individual who has been determined to be eligible to participate in and who is receiving services (except for follow-up services) under a program authorized by WIA title I. Participation shall be deemed to commence on the first day, following determination of eligibility, on which the participant began receiving core, intensive, training or other services provided under WIA title I.

Capital Improvement - Any modification, addition, restoration or other improvement:

- (a) which increases the usefulness, productivity, or serviceable life of an existing building, structure or major item of equipment;

- (b) which is classified for accounting purposes as a "fixed asset"; and
- (c) the cost of which increases the recorded value of the existing building, structure or major item of equipment and is subject to depreciation.

Construction - The erection, installation, assembly or painting of a new structure or major addition, expansion or extension of an existing structure, and the related site preparation, excavation, filling and landscaping, or other land improvements.

GAAP - Generally Accepted Accounting Principles - Accounting rules and procedures established by authoritative bodies of convention that have evolved through custom and common usage (uniform minimum standards and guidelines).

3.2 LEGAL AUTHORITY

The Awarding Agency and subrecipient assure and guarantee that they possess the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving them legal authority to enter into this Agreement; receive the funds authorized by this Agreement; and to perform the services each has obligated itself to perform under this Agreement.

The person or persons signing and executing this Agreement on behalf of the parties hereto, or representing themselves as signing and executing this Agreement on behalf of the parties hereto, do hereby warrant and guarantee that he, she, or they have been fully authorized to execute this Agreement and to validate and legally bind the parties hereto to all the terms, performance and provisions herein set forth.

The Awarding Agency shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the subrecipient or the person signing the Agreement to enter into this Agreement.

3.2.1 Business Licensing/Taxation/Insurance Requirements

- 3.2.2 The subrecipient will comply with all other local, state or federal applicable licensing, taxation and insurance requirements.

3.3 AWARDING AGENCY

3.3.1 Oversight Responsibilities

The Awarding Agency is responsible for the monitoring and evaluation of the programs during the grant period. The Awarding Agency will notify the subrecipient in writing of any deficiencies noted during the review. The Awarding Agency will provide technical assistance to the subrecipient in correcting the deficiencies noted. The Awarding Agency shall conduct follow-up visits to review and to assess the efforts to correct them.

3.3.1.1 The Awarding Agency will render technical assistance to the subrecipient in areas of planning, design, delivery, management and monitoring of programs under this Agreement.

3.3.2 Funding Obligations

In consideration of full and satisfactory performance hereunder, the Awarding Agency shall be liable to the subrecipient in an amount equal to the actual costs incurred, not exceeding the face amount of this Agreement, for performances rendered hereunder subject to the following limitations:

- (a) The Awarding Agency shall not be liable to the subrecipient for expenditures made in violation of Part 667 of the Regulations promulgated under the Act, or in violation of any other regulations promulgated under the Act, or otherwise applicable.
- (b) The Awarding Agency shall not be liable to the subrecipient for costs incurred or performances rendered unless such costs and performances are in strict accordance with the terms of this Agreement.
- (c) The Awarding Agency's funding obligations under this Agreement are contingent upon receipt of funds from the USDOL/State Workforce Investment Area allocation guidelines governing distribution within the Awarding Agency's total jurisdiction. The Awarding Agency is in no way obligated for any funds not received nor any decrease in funding caused by required allocation formulas.

3.4 SUBRECIPIENT

3.4.1 Assurances of Compliance

3.4.1.1 It is the responsibility of the subrecipient to have, or to have access to, copies of the Workforce Investment Act of 1998, the applicable Federal Regulations and other pertinent documents referenced in this Agreement and with which compliance is required.

3.4.1.2 The subrecipient shall comply with the requirements of the Act and with Federal Regulations (hereinafter called the Regulations) and any revisions thereof.

3.4.1.3 The subrecipient shall operate its programs under this Agreement, and shall otherwise comply with the terms of the Agreement in such a manner as to prevent or correct any breach of the Awarding Agency's agreement with the U.S. Department of Labor.

3.4.1.4 The subrecipient must comply with the following federal regulations and requirements:

1. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;

2. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
3. OMB Circular A-87 (applies to state and local governments and federally recognized Indian tribal governments);
4. OMB Circular A-21 (applies to public and private institutions of higher education);
5. OMB Circular A-122 (applies to nonprofit organizations including nonreservation Indian organizations but not to educational institutions and hospitals);
6. 48 CFR Part 31 (applies to commercial organizations);
7. OMB Circular A-102, Uniform Fiscal and Administrative Requirements (applies to state and local governments and federally recognized Indian tribal governments);
8. OMB Circular A-110, Uniform Fiscal and Administrative Requirements (applies to public and private hospitals and institutions of higher education and other quasi-public and private non-profit organizations);
9. 29 CFR Part 95 which codifies OMB A-110; and
10. 29 CFR Part 97 which codifies OMB A-102.

3.4.1.5 The subrecipient shall ensure that all its subrecipients are subject to those federal cost principles applicable to the particular organization concerned.

3.4.2 Time of Performance

3.4.2.1 The activities specified in this Agreement are to be performed in accordance with schedules made a part of this Agreement; and all activities required and described herein shall be completed no later than the ending date of this Agreement, except as determined specifically by the Awarding Agency.

3.4.3 Satisfactory Performance

3.4.3.1 It is understood and agreed by and between the parties to this Agreement that the work is to be done to the satisfaction of the Awarding Agency; that it will interpret all reports and will decide the acceptability and progress of grant work; that it will decide the amount, classification and quality of kinds of work to be performed, and the amounts to be paid under this Agreement; that the Awarding Agency will be the sole judge of the validity and the acceptability of claims, if any, made by the subrecipient for extra payment and the Awarding Agency's decision will be final, conclusive and binding on the parties concerned.

3.4.3.2 The subrecipient agrees that performance satisfactory to the Awarding Agency is essential to the life of this Agreement. Performance below relevant standards, as stated in the Agreement, will constitute non-compliance with the terms of this Agreement. It is the responsibility of the Awarding Agency to notify the subrecipient when it is not in compliance. It is the responsibility of the subrecipient to present a plan for corrective action including the date on which results of the corrective action may be expected, or to present just cause for modification of the performance standards.

3.4.3.3 Such plans or modifications shall be prepared and submitted in writing by the subrecipient to the Awarding Agency. The Awarding Agency may schedule

meetings for the purpose of reviewing performance against the terms of this Agreement. All staff of the subrecipient performing services under this Agreement, who are requested by the Awarding Agency to attend meetings, shall be required by the subrecipient to attend such meetings as may be scheduled.

3.5 SUBRECIPIENT FINANCIAL MANAGEMENT SYSTEM AND RESPONSIBILITIES

The subrecipient shall maintain a financial management system that provides federally required records and reports that are uniform in definition, accessible to authorized federal and state staff, and verifiable for monitoring, reporting, audit, program management, and evaluation purposes. Each system, at each subrecipient level, shall provide fiscal control and accounting procedures that are in accordance with GAAP (Generally Accepted Accounting Principles).

The subrecipient must provide adequate, qualified staff to maintain the financial system and prepare the required reports.

The subrecipient shall maintain fiscal records and supporting documentation for all expenditures of funds under this Agreement. Records must provide accurate, current, separate and complete disclosure of the status of funds received under this Agreement for each program activity by cost category including proper charging of costs and proper allocation of costs. The subrecipient shall maintain accounts in such a way that they are traceable to source documentation of unit transactions, and shall maintain source documentation for all transactions. It shall provide for a comparison of actual expenditures with budgeted amounts for each subrecipient.

The subrecipient shall establish and maintain a system by which it monitors its grants to: (1) ensure adequate financial management and conformance with Federal Regulations and the applicable provisions of this Agreement; and (2) ensure that each system is sufficient to:

- permit preparation of required reports;
- permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
- permit the tracing of program income, potential stand-in costs and other funds allowable except for funding limitations defined in the Act.

The subrecipient shall submit a financial report which includes a report of all costs incurred under the Agreement up to and including the last day of the month. These reports will include accruals for cost of goods and services received even if payment for them has not been made. These reports are due by the fifth (5th) working day of the following month.

The subrecipient shall notify the Awarding Agency immediately if it files for bankruptcy; is involuntarily placed in bankruptcy or receivership; is sued in any Court; or otherwise becomes insolvent and unable to comply with this Agreement.

The subrecipient is liable to the Awarding Agency for any money it has received for performance of the provisions of this Agreement if the Awarding Agency has suspended or terminated this Agreement for the reasons enumerated in this Agreement.

Nothing in this Section shall be so construed as to relieve the subrecipient of the fiscal accountability and responsibility under the applicable OMB Circular, the Act, Regulations and other U.S. Department of Labor regulations.

3.5.1 Method of Payment

3.5.1.1 Payment to the subrecipient shall not exceed the total face amount of the Agreement.

3.5.1.2 The subrecipient shall be reimbursed monthly for actual costs incurred and expenses paid during the prior month. Payments shall be requested by submitting a "Request for Payment Invoice".

3.5.1.3 The subrecipient may request a cash advance not to exceed the monthly amount in the spending plan.

3.5.1.4 Request for funds will not be honored prior to receipt by the Awarding Agency of an Agreement signed by both parties.

3.5.1.5 All documents and policies must be submitted by the subrecipient as requested by the Awarding Agency prior to the honoring of Requests for Payment(s).

3.5.2 Repayment and Adjustments in Payments

3.5.2.1 The subrecipient agrees to be responsible to repay the Awarding Agency any funds received pursuant to the Act which are not spent in strict accordance with the Act.

3.5.2.2 If any funds are expended by the subrecipient in violation of the Act, the Regulations or Grant Conditions, the Awarding Agency may make necessary adjustments in payments to the subrecipient on account of such unauthorized or illegal expenditures. The Awarding Agency may request the return of unexpended funds which have been made available in order to assure that they will be used in accordance with the purpose of the Act or to prevent further unauthorized or illegal expenditures, and may withhold funds otherwise payable under the Agreement in order to recover any amounts expended illegally.

3.5.2.3 If no further payments would otherwise be made under the Agreement during the current or subsequent fiscal year, the Awarding Agency may request a repayment

of funds used for unauthorized or illegal expenditures. Repayments shall be made from non-WIA funds within **thirty (30) calendar days** of receipt of such request.

3.5.3 **Closeouts**

3.5.3.1 The subrecipient will submit a complete Grant Agreement Closeout Report to be received by the Awarding Agency no later than **thirty (30) calendar days** after the expiration of the Agreement. The Awarding Agency will supply the closeout forms and instructions prior to the grant ending date.

Amended closeout package(s) will not be accepted after **sixty (60) calendar days** of the original closeout date unless adjustments are required as a result of audit findings or other valid reasons.

3.5.3.2 Any funds advanced under this Agreement by the Awarding Agency to the subrecipient and either unspent or otherwise not properly obligated by the subrecipient must be returned to the Awarding Agency within five (5) calendar days from the date this Agreement terminates.

3.5.4 **Cash Depositories**

3.5.4.1 Consistent with the national goal of expanding opportunities for minority business enterprises, each subrecipient is encouraged to use minority-owned banks (a bank which is owned at least 50 percent by minority group members).

3.5.4.2 Subrecipient are not required to maintain a separate bank account, but shall separately account for federal funds on deposit.

3.5.5 **Program Income**

3.5.5.1 Income under any program administered by a public or private nonprofit entity may be retained by such entity only if such income is used to continue to carry out the program. Income shall include:

- receipts from goods or services (including conferences) provided as a result of activities funded under this title;
- funds provided to a service provider under this title that are in excess of the costs associated with the services provided; and
- interest income earned on funds received under this title.

3.5.5.2 For purposes of this paragraph, each entity receiving financial assistance under this title shall maintain records sufficient to determine the amount of such income received and the purposes for which such income is expended.

3.5.5.3 The addition method, described at 29 CFR 95.24 or 29 CFR 97.25(g)(2) (as appropriate), must be used for program income earned under WIA Title I grants.

When the cost of generating program income has been charged to the program, the gross amount earned must be added to the WIA program.

- 3.5.5.4 The subrecipient may retain any program income earned by the subrecipient only if such income is added to the funds committed to the particular WIA grant under which it was earned and such income is used for WIA purposes and under the terms and conditions applicable to the use of grant funds.

3.5.6 Indirect Costs

- 3.5.6.1 The subrecipient will not be reimbursed for any indirect costs under this Agreement until the subrecipient has a current Indirect Cost Agreement executed and approved by a cognizant agency of the United States Government and approved by the Awarding Agency for reimbursement of indirect costs pursuant to this Agreement.

3.5.7 Bonding Requirements for Advance Payments

- 3.5.7.1 Every office, director, agent or employee of the subrecipient of WIA funds on a cash advance basis, who is authorized to act on behalf of the subrecipient for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payments for program costs, shall be bonded to provide protection against loss.

- 3.5.7.2 The amount of coverage shall be the lower of the following:
(1) \$100,000; or (2) the highest advance received through check or drawdown during the preceding grant year; or for new subrecipients, the highest advance through check or drawdown planned for the present grant period.

- 3.5.7.3 The subrecipient shall provide a Fidelity Bond to the Awarding Agency, which meets the following qualifications:

- (a) both the subrecipient and the Awarding Agency shall be named as the insured, if at all possible. Where this is not feasible, the subrecipient shall be named as the insured.
- (b) the period of coverage shall be no less than one year, with a discovery period of no less than three years subsequent to cancellation or termination of the Bond.
- (c) the Bond evidencing such coverage as required under WIA Agreement shall contain the following endorsement:

No cancellation, termination, or modification of this Bond shall take effect prior to the expiration of 35 days after written notice of the cancellation, termination or modification, together with suitable identification of the Bond and named insured has been sent by registered letter to the Awarding Agency at its official address.

- (d) if the Bond covers advance payments under grants/contracts from more than one agency, a recovery is provided for each government agency.

3.5.7.4 The subrecipient shall ensure that its subcontractors, if any, also maintain Bonds in accordance with this Section.

3.5.8 Legal Fees

3.5.8.1 No funds available for administrative costs under this Agreement (including an administrative cost pool) may be used by the subrecipient for payment of legal or other associated services unless and until the Awarding Agency receives and approves the subrecipient's certification containing, at a minimum, the following assurances:

- (a) the payments are reasonable in relation to the fees charged by other subrecipients providing similar services; and
- (b) the services could not be competently provided through employees of the subrecipient or other available state or local government employees.

3.5.8.2 In the event the Awarding Agency so requires, the subrecipient shall submit supporting documents relevant to the certification in the manner and form the Awarding Agency specifies.

3.5.8.3 Legal expenses for the prosecution of claims against the federal government, including appeals to an Administrative Law Judge, are unallowable.

3.5.8.4 This Section shall not be construed as requiring the Awarding Agency's approval or disapproval of any individual who may be selected as legal counsel, or as the Awarding Agency's approval or disapproval of the use of legal counsel in general. In the event the subrecipient elects to employ legal services, such services shall be subject to the provisions of this Agreement.

3.5.9 Assignment of Interest

3.5.9.1 The subrecipient must obtain the prior written consent of the Awarding Agency before assigning any interest in this Agreement.

3.5.10 Meetings, Conferences and Travel Payments

3.5.10.1 When a grant has budgeted administrative costs, expenses for meetings and/or conferences are allowable when their primary purpose is the dissemination of technical information relating to the WIA program and they are consistent with regular practices followed for other activities of the subrecipient. To be allowable under the WIA program, cost must be necessary and reasonable for proper and efficient administration of the WIA program; be allowable in accordance with applicable OMB Circular; and not be a general expense required to carry out the overall responsibilities of state or local government.

3.5.10.2 Travel costs for WIA subrecipient staff are allowable when the travel is

specifically related to the operation of programs under the Act.

- 3.5.10.3 The subrecipient must have prior written approval of the Awarding Agency before it can use funds received under this Agreement to pay for travel and per diem, except travel to areas designated by the Awarding Agency for consultation or training. Travel within areas served by the subrecipient shall not require prior approval by the Awarding Agency. Approval of the subrecipient's budget does not in itself constitute prior written approval.
- 3.5.10.4 Payment for travel shall be made only to those personnel designated in this Agreement, as staff or participants; however, costs of travel and incidental expenses incurred by volunteers are allowable.
- 3.5.10.5 The Awarding Agency shall reimburse the subrecipient for proper travel and per diem expenses at rates which are in accordance with the subrecipient's approved "local travel policy". The subrecipient's "local travel policy" shall consist of a written statement delineating the rates which the subrecipient shall use in computing travel and per diem expenses of its employees. The Awarding Agency shall review the "local travel policy" after submission by the subrecipient and shall approve it after the Awarding Agency determines that it is reasonable and otherwise acceptable for the purpose of this Agreement.
- 3.5.10.6 The Awarding Agency may schedule a meeting for the purpose of reviewing performance against the terms of this Agreement. All staff of the subrecipient performing services under this Agreement who are requested by the Awarding Agency to attend meetings shall be required to attend such meetings as often as necessary.
- 3.5.10.7 The subrecipient may request, in writing, meetings for review purposes with the Awarding Agency, subject to the latter's approval.

3.5.11 Prevention of Fraud and Abuse

- 3.5.11.1 The subrecipient shall establish, maintain, and utilize internal program management procedures sufficient to provide for the effective management of all activities funded in whole or in part under this Agreement.
- 3.5.11.2 In addition to the requirements imposed elsewhere in this Agreement, the subrecipient shall ensure that sufficient, auditable, and otherwise adequate records are maintained which support the expenditure of all funds received through this Agreement. Such records shall be sufficient to allow the United States Department of Labor, the State, and the Awarding Agency to audit and monitor the subrecipient and shall include the maintenance of a Management Information System.
- 3.5.11.3 No officer, employee or agent of the subrecipient shall solicit or accept gratuities, favors or anything of monetary value from any supplier or potential supplier of goods or services under the Act.

- 3.5.11.4 The subrecipient shall spend no funds directly or indirectly for programs pursuant to the Act for payment of a fee for the placement of any persons in a training or employment program under this Act.

3.6 PARTICIPANT DATA SYSTEM

3.6.1 Participant Information

The subrecipient shall maintain a participant data system that provides a record of participant information as described therein to include:

- (a) a record of each applicant for whom an application has been completed and a formal determination of eligibility or ineligibility made;
- (b) a record of each participant's enrollment sufficient to demonstrate compliance with the eligibility criteria of a particular program, activity and other restrictions imposed by the Act; and
- (c) other information as necessary to develop and measure the achievement of performance standards and monitor equal opportunity.

3.6.2 Subrecipient Responsibilities

Subrecipient responsibilities are specified in the Participant Data System Manual for WIA subrecipients. The procedures and forms in this manual are, hereby, incorporated into these terms and conditions. subrecipient responsibilities include, but are not limited to:

- (a) preparation and submission of all necessary forms and reports required by the Awarding Agency within the time specified by the Awarding Agency;
- (b) eligibility determination and certification of applicant eligibility, as applicable;
- (c) tracking and ensuring participants' maximum in program activities, program duration and other constraints imposed by the Act;
- (d) submission of such other reports, data and information on the operation and performance of this Agreement as may be required by the Awarding Agency;
- (e) maintaining a system that provides a complete and accurate record of participant's status, characteristics, termination and employment data which shall be used by the Awarding Agency to measure accomplishments or performance in achieving the objectives stated in this Agreement.

All reporting forms authorized and/or procedures developed by the Awarding Agency may be modified at the discretion of the Awarding Agency.

3.7 PARTICIPANT PAYMENTS, BENEFITS AND WORKING CONDITIONS

3.7.1 Payments to Participants

3.7.1.1 **Needs-Related Payments** - Funds allocated to a local area for adults under paragraph (2)(A) or (3), as appropriate, of section 133(b), and funds allocated to the local area for dislocated workers under section 133(b)(2)(B), may be used to provide needs-related payments to adults and dislocated workers, respectively, who are unemployed and do not qualify for (or have ceased to qualify for) unemployment compensation for the purpose of enabling such individuals to participate in programs of training services under subsection (d)(4).

The level of a needs-related payment made to a dislocated worker under this paragraph shall not exceed the greater of:

- (1) the applicable level of unemployment compensation; or
- (2) if such worker did not qualify for unemployment compensation, an amount equal to the poverty line, for an equivalent period, which amount shall be adjusted to reflect changes in total family income.

3.7.1.2 **OJT Compensation** - The subrecipient shall ensure that participants in On-the-Job Training are compensated by the employer at the same rates, including periodic increases not related to individual performance, as similarly situated employees or trainees. In no event shall compensation be less than the highest of the minimum wage prescribed under the Fair Labor Standards Act of 1938, as amended, or applicable state or local minimum wage laws.

3.7.2 Benefits and Working Conditions

3.7.2.1 Conditions of employment or training will be appropriate and reasonable with regard to the type of work; the geographical region; and proficiency of the participant.

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

3.7.2.3 Each participant in an On-the-Job Training; other work related training; and work-experience shall be assured of Workers' Compensation, including medical and accident, at the same level and to the same extent as others similarly employed who are covered by a Workers' Compensation statute or system.

3.7.2.4 Each participant who is employed in OJT; work-related training; or work-experience where others similarly are employed and are not covered by an applicable Workers' Compensation statute, shall be provided with medical and accident insurance' benefits. Such benefits shall be adequate and comparable to the medical and accident insurance provided under the applicable State Workers' Compensation statute. Subrecipients are not required to provide these participants with income maintenance coverage.

- 3.7.2.5 Each participant enrolled in other than On-the-Job-Training or work-related activities shall be provided with adequate on-site medical and accident insurance.
- 3.7.2.6 Each participant prior to entering employment or training shall be informed of the name of his or her employer and of his or her rights and benefits in connection with such employment and training.
- 3.7.2.7 No participant will be required or permitted to work; be trained, or receive service in buildings or surroundings; or under working conditions which are unsanitary, hazardous or dangerous to his or her health or safety. Participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices. Training will be conducted in a commercial building. Residential buildings are not considered suitable training sites.
- 3.7.2.8 Unemployment Compensation costs are allowable for administrative staff hired, in accordance with the administrative provisions of the Regulations, and for On-the-Job-Training participants to be covered for Unemployment Compensation purposes.

3.7.2.9 Supportive Services

- 3.7.2.9.1 Supportive services may be provided to participants through in-kind or cash assistance, or by arrangement with another human service agency, when necessary, to enable an individual to participate in activities authorized under WIA.

3.7.3 Retirement Programs

- 3.7.3.1 The Act provides for temporary training and employment; therefore, the inclusion of WIA participants in a retirement program is prohibited.

3.7.4 Child Labor

- 3.7.4.1 The subrecipient will comply with the Hazardous Occupations order issued pursuant to the Fair Labor Standards Act and set forth at **19 CFR Section 570.50 et. seq.**, with respect to the employment of youth under eighteen years of age; with the Child Labor Law Standards of **29 CFR Section 570.13 et. seq.** , with respect to the employment of youth aged fourteen and fifteen; and all applicable state and local child labor laws. The subrecipient is responsible for ensuring that its subrecipients, if any, maintain compliance with the laws enumerated in this Section.

3.8 REQUIREMENTS FOR RECORDS

All records required under this Agreement, the Act, Regulations and applicable Circular shall be the responsibility of the subrecipient. Retention of, and access to, such records shall be provided in accordance with **29 CFR 97.42 and 97.53.**

The subrecipient shall retain all records including financial, statistical, property, participant records and supporting documentation for **three (3) years** after the subrecipient submits to the Awarding Agency its final expenditure report for that funding period. Records for nonexpendable property shall be retained for a period of **three (3) years** after final disposition of the property.

The subrecipient shall retain records beyond this period if any litigation or audit is begun or if a claim is instituted involving this Agreement covered by the records. In such instances, the subrecipient shall retain records until the litigation, audit or claim has been finally resolved.

In the event of the termination of a relationship, the Awarding Agency shall be responsible for the maintenance and retention of the records of any subrecipient unable to retain them.

A subrecipient who goes out of business or is unable to retain records as described above will transfer all records above to the Awarding Agency in an orderly manner. Each box will be labeled and in acceptable condition for storage. The Awarding Agency will inventory the contents of each box prior to or upon acceptance.

3.8.1 **Substitution of Microfilm**

3.8.1.1 Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

3.8.2 **Right of Access to Records**

3.8.2.1 The Awarding Agency; the U. S. Department of Labor; the Office of the Inspector General; the Comptroller General of the United States; or any of their authorized representatives have the right of timely and reasonable access to all records of the subrecipient that are pertinent to this Agreement.

3.8.2.2 This right also includes timely and reasonable access to subrecipient personnel at all level for the purpose of interview and discussion related to such records.

3.8.2.3 The subrecipient understands that the right of access is not limited to the required retention period but shall last as long as the records are retained.

3.8.2.4 The subrecipient may not otherwise divulge registrant/participant information without permission of the registrant/participant.

3.8.3 **Fees**

3.8.3.1 The subrecipient may charge a fee for processing a request for a record to the extent the cost is sufficient to recover the cost applicable to processing such request.

3.9 **PROCUREMENT**

Each subrecipient shall establish and implement procurement standards to ensure fiscal accountability and prevent waste, fraud and abuse in programs funded under the Act.

Each subrecipient shall use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the subrecipient's procurement procedures also comply with the requirements of the WIA Regulations.

Funds awarded under this Agreement shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from federal, state or local sources unless it is demonstrated that the WIA-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

Subrecipients shall conduct procurement in a manner which provides full and open competition.

Each subrecipient shall have written procedures for procurement transactions. These procedures shall comply with the WIA Regulations.

3.9.1 Methods of Procurement

3.9.1.1 Each subrecipient shall use one of the following methods of procurement appropriate for each procurement action:

- (a) **Small Purchase Procedures:** simple and informal procurement methods for securing services, supplies or other property that do not cost more than \$25,000 in the aggregate. Price or rate quotations will be documented from an adequate number of qualified sources.
- (b) **Sealed Bids (Formal Advertising):** publicly solicited procurement for which a firm fixed-price contract (lump sum or unit price) or other fixed-price arrangement is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the Invitation for Bids, is the lowest in price. Bids shall be solicited from an adequate number of organizations.
- (c) **Competitive Proposals:** normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type of contract is awarded. Each competitive proposal process must include a documented methodology for technical evaluations and awarded to responsible offeror whose proposal is most advantageous to the program with price, technical and other factors considered.
- (d) **Non-Competitive Proposals (Sole Source):** procurement through solicitation of a proposal from only one source; the funding of an unsolicited proposal; or when, after solicitation of a number of sources, competition is determined inadequate.

- 3.9.1.2 Each subrecipient shall minimize the use of sole source procurement to the extent practicable, but in every case, the use of sole source procurement shall be justified and documented. Procurement by non-competitive proposals may be used only when the award of a grant/contract is infeasible under small purchase procedures, sealed bids, or competitive proposals.
- 3.9.1.3 The subrecipient shall perform cost or price analysis in connection with every procurement action, including grant/contract modifications. The methods and degree of analysis depends on the facts surrounding the particular procurement and pricing situation, but at a minimum, the Awarding Agency/subrecipient shall make independent estimates before receiving bids or proposals.
- 3.9.1.4 Procurement under the Act shall not permit excess program income for non-profit and governmental entities or excess profit for private-for-profit entities.
- 3.9.1.5 The "cost plus a percentage of cost" method of procurement is prohibited under this Agreement.
- 3.9.1.6 The subrecipient shall conduct and document oversight to ensure compliance with the procurement standards, in accordance with the requirements of the WIA Regulations.
- 3.9.1.7 Each subrecipient shall maintain records sufficient to detail the significant history of a procurement. These records shall include:
- (1) rationale for the method of procurement;
 - (2) the selection of contract type; and
 - (3) contractor selection or rejection and the basis for the grant/contract type.
- 3.9.1.8 The subrecipient shall comply with all applicable provisions of the Act; regulations; OMB Circulars; and issuances and Instructions from the Awarding Agency in implementing its procurement system.
- 3.9.2 Selection of Service Providers**
- 3.9.2.1 Each subrecipient, to the extent practicable, shall select service providers on a competitive basis.
- 3.9.2.2 Awards are to be made to organizations possessing the ability to perform successfully under the terms and conditions of a proposed subgrant or contract.
- 3.9.2.3 Proper consideration shall be given to community-based organizations, including women's organizations, with knowledge about or experience in non-traditional training for women, which are recognized in the community in which they are to provide services.
- 3.9.2.4 Subrecipients are encouraged to utilize qualified minority firms where cost and performance of major grant work will not conflict with funding or time schedules.

3.9.3 **Conflict of Interest**

- 3.9.3.1 No employee of the subrecipient; no member of the subrecipient's governing board or body; and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his personal monetary interest.
- 3.9.3.2 The subrecipient agrees that none of its employees or officers has an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The subrecipient further agrees that in the performance of this Agreement no person having any such interest shall be employed. The subrecipient will establish safeguards to prevent its staff members or subcontractors from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or others, particularly those with whom they have family, business or other ties. The subrecipient will require all subcontractors to comply with this Section as a condition of award.
- 3.9.3.3 As an additional limitation to any imposed by applicable state or local law, no member of any council which has a function related to the performance of this Agreement shall cast a vote on any matter which has a direct bearing on services to be provided by that member (or any organization which that member directly represents) or vote on any matter which would financially benefit the member of the organization which the member represents.
- 3.9.3.4 No non-governmental individual, institution or organization shall be paid funds provided under this Act to conduct an evaluation of any program under the Act if such individual, institution or organization is associated with that program as a consultant or technical advisor, or in any similar capacity.
- 3.9.3.5 The subrecipient shall not enter into any agreement in violation of state or local law or ordinance during the course of its performance of this Agreement.

3.9.4 **Nepotism**

- 3.9.4.1 No relative by blood, adoption or marriage of any executive or employee of the subrecipient shall receive favorable treatment for enrollment into services provided by, or employment with, the subrecipient.
- 3.9.4.2 The subrecipient shall also avoid entering into any agreements for services with a relative by blood, adoption or marriage. For the purpose of this Agreement, "relative by blood, adoption or marriage" to the sixth degree shall include: wife, husband, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild, grandparents, great-grandparents and cousins within the sixth degree. When it is in the public interest for the subrecipient to conduct business (only for the purpose of services to be provided) with a relative, the subrecipient shall obtain approval from the

Awarding Agency before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.

- 3.9.4.3 The subrecipient assures that all subcontractors under this Agreement will comply with the nepotism requirements and shall include these requirements in its contracts which have, or are expected to have, an aggregate value exceeding **\$10,000** within a twelve-month period.

3.9.5 Conducting Business Involving Close Personal Friends and Associates

- 3.9.5.1 Executives and employees of the subrecipient will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates in administering the Agreement, and will exercise due diligence to avoid this influence.

3.9.6 Property Management Standards

- 3.9.6.1 Real property, equipment, supplies and intangible property acquired or produced by States and governmental subrecipients, with WIA funds, shall be governed by the definitions and property requirements at **29 CFR Part 97**, except that prior approval by the Department of Labor to acquire property is waived. Non-governmental subrecipient shall be governed by the definitions and property management standards of **OMB Circular A-110**, as codified by administrative regulations of the Department of Labor in **29 CFR Part 95**, except that prior approval by the Department of Labor to acquire property is waived.
- 3.9.6.2 Subrecipient shall follow and comply with procurement and property management procedures issued by the Awarding Agency and any future amendments and the minimum standards of its own procurement system in the acquisition of equipment, property, supplies, maintenance, and repairs when using funds provided by the Workforce Investment Act of 1998.
- 3.9.6.3 The subrecipient shall not purchase, lease, rent, trade, transfer or dispose of any non-expendable personal property without prior approval of the Awarding Agency.
- 3.9.6.4 A subrecipient shall not acquire property with an acquisition/unit cost of over **\$500** without the prior, written approval of the Awarding Agency. Approval of the subrecipient budget does not constitute prior approval for purchases.
- 3.9.6.5 The subrecipient shall notify the Awarding Agency immediately of acquisitions with WIA funds. Such notification shall include the location of the property and other related acquisition information required by the Awarding Agency for inventory purposes. Expendable personal property purchased shall be maintained in accordance with the U.S. Department of Labor Property Management Manual and the South Carolina Property Management Manual.
- 3.9.6.6 Subject to these provisions, the subrecipient shall not enter a lease-purchase agreement without prior written approval from the Awarding Agency. In the event a lease, or lease-purchase agreement, is entered into the first option-to-buy

right rests with the Awarding Agency. The Awarding Agency will, at its discretion, exercise option to buy and take title to the item.

3.9.6.7 In the event that the subrecipient is indemnified, reimbursed or otherwise compensated by a third party for any loss, destruction of or damage to the property acquired with funds received under this Agreement, the subrecipient shall, as directed by the Awarding Agency, use such money to repair, renovate or replace the property; credit such proceeds against the state's liabilities to the subrecipient; or reimburse the Awarding Agency. In the event of damage or loss of a WIA vehicle, the insurance payments shall be made to the Awarding Agency or entity holding title to the vehicle.

3.9.6.8 It is understood and agreed by the parties hereto that title to any non-expendable personal property furnished by the U. S. Department of Labor or the Awarding Agency to the subrecipient for use in connection with programs under this Agreement shall remain vested in the Awarding Agency. Title to property acquired or produced by a subrecipient that is a commercial organization shall vest in the Awarding Agency. It is further understood and agreed that title to non-expendable personal property purchased with funds received under this Agreement shall be vested in the Awarding Agency and records of non-expendable property purchased shall be maintained in accordance with the U.S. Department of Labor Property Management and the South Carolina WIA Procurement Standards.

3.9.6.9 The subrecipient may spend funds received under this Agreement within the limits prescribed in the budget of this Agreement, subject to the other provisions of this Section, for the acquisition of or rental or leasing of supplies, equipment and materials for participants; for the rental or leasing of real property; and for equipment ordinarily provided by the employer to regular employees.

3.9.6.10 The subrecipient will maintain an up-to-date inventory of all WIA property in its custody, and implement adequate maintenance procedures to keep the property in good condition.

3.10 CHANGES AND MODIFICATIONS

3.10.1 Amendments

3.10.1.1 Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal laws, or federal regulations, promulgated pursuant thereto or, by (1) State Instructions; (2) Department of Labor Field Memorandums; (3) Department of Labor WIA Information Series; or (4) Awarding Agency Instructions are automatically incorporated into this Agreement without written amendment hereto, and shall go into effect on the date designated by the law, regulation or instruction.

3.10.1.2 If the subrecipient cannot conform to the changes required by federal laws, or federal regulations promulgated pursuant thereto, or by (1) State Instructions; (2) Department of Labor Field Memorandums; (3) Department of Labor WIA Information Series; or (4) Awarding Agency Instructions, the subrecipient shall notify the Awarding Agency in writing no later than the effective date of such law

or regulation that it cannot conform. The Awarding Agency shall then establish the standards for the termination of the subrecipient's programs and shall terminate the Agreement as soon as practical. The best interest of the participant shall be the primary consideration in establishing the standards for such termination.

3.10.1.3 It is understood and agreed by the parties hereto that this Agreement must at all times be in compliance with the Act and Regulations promulgated pursuant to the Act, and that changes, interpretations, and clarifications of the Act and Regulations to be made by the U.S. Department of Labor during the Agreement period will have the effect of qualifying the terms of this Agreement.

3.10.2 Modifications

3.10.2.1 Except as provided otherwise herein, any alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing and executed by both parties of this Agreement.

3.10.2.2 The subrecipient may transfer funds between line-items within cost categories provided:

- (a) the transfer will not increase the monetary obligations of the Awarding Agency;
- (b) the transfer will not increase the total amount allocated to any single cost category in the budget;
- (c) the transfer will not decrease the cumulative number of (1) individuals to be served; (2) the planned enrollment levels in each program activity; or (3) the individuals to be served within significant client groups of the Agreement;
- (d) the transfer will not significantly change the nature or scope of the program funded under this Agreement. Exception: Any and all changes in personnel, fringe benefits and indirect cost must have prior approval of the Awarding Agency.

3.10.2.3. The subrecipient may increase the cumulative number of (1) individuals to be served; (2) the planned enrollment levels in each program activity; (3) the planned placement terminations in each program activity; or (4) the individuals to be served within significant client groups as specified in the Agreement, provided that the level of funds does not exceed the cost categories of the Agreement or latest modification.

3.10.2.4 The Awarding Agency may at any time, by written order, make changes within the general scope of this Agreement. If any such change causes an increase in the cost of, or time required for, performance of any part of the program under this Agreement, whether changed or not by such order, an equitable adjustment shall

be made in the Agreement amount or completion date, or both, and the Agreement shall be modified in writing accordingly.

- 3.10.2.5 In accordance with these provisions herein, the Awarding Agency will not guarantee a modification to provide additional funds to cover expenditures on the part of the subrecipient during or after the period of this Agreement.

3.11 SUBCONTRACTING AND MONITORING

3.11.1 Sub-tier Agreements

- 3.11.1.1 The subrecipient may purchase or subcontract for the services and/or activities specified in the Program Work Statement and Budget of this Agreement only with the prior written approval of such subcontracts and subcontractors by the Awarding Agency, and in accordance with procurement requirements in the South Carolina Procurement and Property Management Handbook and the South Carolina Consolidated Procurement Code, as amended. The subrecipient, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the Awarding Agency is in no way liable to the subcontractor. In order to assure the Awarding Agency of strict performance of this Section, the subrecipient must submit to the Awarding Agency subcontract Agreements for review upon request.

- 3.11.1.2 In no event shall any provision of this Section specifically be construed as relieving the subrecipient of the responsibility for ensuring that the performance provided under all subcontracts conforms to the terms and provisions of this Agreement.

- 3.11.1.3 Awarding Agency review under this Section does not constitute adoption, ratification or acceptance of the subrecipient's performance under this Agreement. The Awarding Agency does not waive any right of action which may exist or which may subsequently accrue to the Awarding Agency under this Agreement.

- 3.11.1.4 The subrecipient will ensure that its subcontractors, if any, do not subcontract for any performance or partial performance of an activity or service provided or to be provided through this Agreement.

- 3.11.1.5 The subrecipient will not subcontract for any part of its performance under this Agreement where such proposed subcontract would result in a violation of the Agreement; the Regulations promulgated under the Act; the Act itself; or any other applicable federal, state or local laws.

3.11.2 Monitoring

- 3.11.2.1 The subrecipient, unless specifically relieved of this responsibility elsewhere in this Agreement, is required to monitor the program of its subcontractors, if any, to ensure compliance with the Act and the Regulations and the provisions of the sub-agreement. All monitoring visits must be documented by written reports.

3.12 **TERMINATION PROVISIONS**

The performance of work under this Agreement may be terminated by the Awarding Agency, in whole or in part, for either of the following circumstances:

3.12.1 **Termination for Convenience**

3.12.1.1 The performance of work under the Agreement may be terminated, in whole or in part, by the Awarding Agency whenever it determines that such termination or suspension is in the best interest of the Awarding Agency. Termination of work hereunder shall be effected by delivery to the subrecipient of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. In no instance shall a termination for convenience be effective in less than **ten (10) working days** after receipt of notice thereof.

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

- (a) settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and
- (b) assign to the Awarding Agency, at the time and to the extent directed by the Awarding Agency, all of the rights, title, and interest of the subrecipient under the orders and subcontracts so terminated. The Awarding Agency shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

3.12.2 **Termination for Cause**

3.12.2.1 The Awarding Agency may terminate this Agreement when it has determined that the subrecipient has failed to provide any of the services specified or comply with any of the provisions contained in this Agreement. If the subrecipient fails to perform in whole or in part or fails to make sufficient progress so as to endanger performance, the Awarding Agency will notify the subrecipient of such unsatisfactory performance in writing. The subrecipient has **ten (10) working days** in which to respond with a plan agreeable to the Awarding Agency for correction of the deficiencies. If the subrecipient does not respond within the appointed time, or does not respond with appropriate plans, the Awarding Agency may serve a termination notice on the subrecipient which will become effective within **thirty (30) calendar days** after receipt. In the event of such termination,

the Awarding Agency shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement.

3.12.2.2 The subrecipient shall have the right to appeal any such determination made by the Awarding Agency to the Local Workforce Investment Board (LWIB) (in case of state grants, the appeal will be made to the State Workforce Investment Board) within **thirty (30) calendar days**, except when the subrecipient has failed to submit his appeal within **thirty (30) calendar days** from the date of the termination notice and has failed to request extension of such time, he shall have no such right of appeal.

3.12.2.3 In any case where the Awarding Agency has made a determination of the amount due the subrecipient, the Awarding Agency shall pay the subrecipient according to the following:

- (a) if there is no right of appeal hereunder or if no timely appeal has been made, the amount so determined by the Awarding Agency; or
- (b) if an appeal has been made, the amount finally determined on such appeal.

3.12.2.4 In arriving at the amount due the subrecipient under this clause, there shall be deducted:

- (a) all unliquidated advance or other payments on account made to the subrecipient applicable to the terminated portion of this Agreement;
- (b) any claim which the Awarding Agency may have against the subrecipient in connection with this Agreement; and
- (c) the negotiated price for, or the proceeds from the sale of any materials, supplies or other items acquired by the subrecipient, or sold, pursuant to the provisions of this clause and/or otherwise covered by or credited to the Awarding Agency.

3.12.2.5 If the termination hereunder is partial, prior to the settlement of the terminated portion of this Agreement, the subrecipient may file with the Awarding Agency a request in writing for an equitable adjustment to the price or prices specified in the Agreement relating to the continued portion.

3.12.2.6 Upon termination of this Agreement for any reason, the subrecipient shall return to the Awarding Agency, within **thirty (30) calendar days** after receipt of a written request, all property furnished to the subrecipient by the U.S. Department of Labor or the Awarding Agency and all records pertaining to this Agreement and its programs. The subrecipient shall return such property and records in the manner prescribed by the Awarding Agency. Between the date of termination of the Agreement and the date of return of the property and records, the subrecipient shall protect such property and records from damage, loss or destruction.

- 3.12.2.7 Otherwise, the subrecipient shall preserve records relating to this Agreement as provided in Section 3.8, Requirements for Records.
- 3.12.2.8 In cases of fraud or illegal activities, the Awarding Agency has the right to initiate the process to seize the WIA numbered bank account.

3.13 AUDITS

3.13.1 Audits and Inspections

3.13.1.1 At any time during normal business hours and as often as the U.S. Department of Labor, U.S. Comptroller General, State Auditor of South Carolina or Awarding Agency may deem necessary, the subrecipient shall make available for examination all of its records with respect to all matters covered by this Agreement. These agencies have the authority to audit, examine, and make copies of excerpts or transcripts from records, including all grants, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement:

- (a) the Awarding Agency shall have the authority to examine the books and records used by the subrecipient in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the Awarding Agency, the Awarding Agency reserves the right to withhold any or all of its funding to the subrecipient until such time as they do meet these standards;
- (b) the Awarding Agency shall have the authority to examine all forms and documents used including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks and other checks used by the subrecipient until such time as they do meet these standards;
- (c) the Awarding Agency may require the subrecipient to use any or all of its accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement;
- (d) the Awarding Agency reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled or advanced in any way, tangible or intangible. Such sites may include the home office, and branch office or other locations of the subrecipient if such sites or the activities performed thereon have any relationship to the program covered by this Agreement;
- (e) the Awarding Agency shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property and/or equipment authorized by this Agreement; and

- (f) subject to the discretion of the Awarding Agency, certain authorized members of the Awarding Agency shall have the right to be present at any and all of the subrecipient's staff meetings, Board of Director's meetings, Advisory Committee meetings and Advisory Board meetings if an item to be discussed is an item of this Agreement.

3.13.1.2 When a fiscal or special audit determines that the subrecipient has expended funds which are questioned under the criteria set forth herein, the subrecipient shall be notified and given the opportunity to justify questioned expenditures prior to the Awarding Agency's final determination of the disallowed costs, in accordance with the procedures established under WIA.

3.13.1.3 The subrecipient is liable to repay such amounts from funds other than funds received under this Act, upon a determination that the misexpenditure of funds was due to willful disregard of the requirements of this Act, gross negligence or failure to observe accepted standards of administration.

3.13.2 Audit Reports

3.13.2.1 In accordance with OMB Circular A-133, the subrecipient must submit all finalized audit reports to the Awarding Agency within **thirty (30) calendar days** of receipt.

3.14 GENERAL ASSURANCES

In administering programs under WIA, the subrecipient assures and certifies that it will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (**P.L. 91.646**) which requires fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

3.14.1 Equal Opportunity (Section 188 of WIA and 29 CFR Part 37)

3.14.1.1 The subrecipient is prohibited from discriminating on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under WIA, as amended, in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIA-funded program or activity.

3.14.1.2 As a condition to the award of financial assistance from the Department of Labor Title I under WIA, the grant applicant assures, with respect to operation of this WIA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a

lawfully admitted immigrant authorized to work in the United State or participation in any WIA Title I-financially assisted program or activity;

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

3.14.1.3 The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

3.14.2 Affirmative Action (Executive Order 11246, as amended by Executive Order 11375, and Section 503 of the Rehabilitation Act of 1973, as amended)

Executive Order 11246 prohibits employment discrimination on the basis of race, color, religion, national origin, or sex in institutions or agencies with grants or federal contracts or over **\$10,000**. Institutions or agencies covered under this Executive Order must observe nondiscriminatory practices in hiring, discharge, promotion, wages, benefits, training, and all other conditions of employment.

Institutions or agencies with federal grants or contracts of **\$50,000 or more and 50 or more employees** are required to develop written Affirmative Action Plan to overcome actively the effects of past discrimination and to facilitate optimal utilization of qualified women and minorities throughout the workforce. An Affirmative Action Plan must contain a workforce utilization analysis to identify those areas in which women and minorities are under-utilized, a review of all employment policies and practices to identify and to eliminate any sources of discrimination, and a statement of numerical goals and timetables for the correction of any under-utilization identified. Although the grant or contract may involve only one unit within the institution or agency, the Affirmative Action Plan must cover all employees throughout the institution.

The subrecipient will not discriminate against any employee or applicant for employment or training because of physical or mental disability in regard to any position for which the employee or applicant for employment is otherwise qualified. The subrecipient shall establish an Affirmative Action Plan for

outreach to, and training, placement and advancement of, individuals with disabilities in employment and training programs under the Act.

Section 504 of the **Rehabilitation Act of 1973**, as amended, prohibits discrimination based on disability. **Section 503** requires those institutions or agencies with federal grants or contracts of **\$50,000 and 50 or more employees** to have an Affirmative Action Plan for hiring, upgrading, training and promoting qualified individuals with disabilities. The Affirmative Action Plan for hiring and advancing qualified individuals with physical and mental disabilities may be integrated into or kept separate from other Affirmative Action Plans/Programs the institution or agency may have.

3.14.3 Veterans Employment

3.14.3.1 It is required that program supported under section 168 of WIA are coordinated, to the maximum extent feasible, with related programs and activities conducted under Title 38 of the United States Code.

3.14.4 Disputes and Court Action

3.14.4.1 The subrecipient, employees of the subrecipient or anyone acting on behalf of the subrecipient, participants in any of the subrecipient's program, shall not intimidate, threaten, coerce, or discriminate against any individual or organization because the individual or organization has filed a complaint; intends to file a complaint or instituted a proceeding under the Act; testified or is about to testify; assisted or participated in any manner in an investigation, proceeding, or hearing under the Act.

3.14.5 Grievance and Hearing Procedures for Noncriminal Complaints at the Local Workforce Investment Area (LWIA) (20 CFR 667.600)

3.14.5.1 Each LWIA under the Act shall establish and maintain a grievance procedure for grievances or complaints about its programs and activities from registrants, applicants, participants, subgrantees, subrecipients, and other interested parties affected by the LWIA including one-stop partners and service providers. Procedures must provide for informal resolution and a hearing. Hearings on any grievance or complaint shall be conducted and a decision shall be issued within **60 calendar days** of the filing of the grievance or complaint. Complaints arising from actions taken by the subrecipients with respect to investigations or monitoring reports shall be resolved in accordance with 667.500.

3.14.5.2 The LWIA hearing procedure shall include written notice of the date, time and place of the hearing; an opportunity to present evidence; a written decision and a notice of appeal rights.

3.14.5.3 The LWIA and subrecipients shall assure that employers, including private-for-profit employers of participants under the Act, have a grievance procedure available to the participants relating to the terms and conditions of employment.

3.14.5.4 Employers may operate their own grievance system or may utilize the grievance system established by the state, the LWIA or subrecipient except in a case where

the employer is required to use a certain grievance procedure under a covered collective bargaining agreement. Then those procedures should be followed for the handling of WIA complaints under this section. Employers shall inform participants of the grievance procedures they are to follow when the participant begins employment.

- 3.14.5.5 An employee grievance system shall provide for, upon request by the complainant, a review of an employer's decision by the LWIA and the State if necessary.

3.14.6 Complaints of Discrimination

Complaints of discrimination pursuant to **Section 188 of the Act** shall be handled under **29 CFR Part 37**.

3.14.6.1 Complaints and Reports of Criminal Fraud, Waste and Abuse

Information and complaints involving criminal fraud, waste, abuse or other criminal activity shall be reported through the US Department of Labor's Incident Reporting System, directly and immediately to the US Department of Labor Office of Inspector General, Office of Investigations, 200 Constitution Avenue, NW, Room S-5514, Washington, DC 20210, or to the Regional Inspector General for Investigations, with a copy simultaneously provided to the US Department of Labor, Employment and Training Administration. The Hotline Number is **1-800-347-3756**.

3.14.6.2 Non-WIA Remedies

- 3.14.6.3 Whenever any person, organization, or agency believes that a recipient, or subrecipient has engaged in conduct that violates the Act and that such conduct also violates a federal statute other than WIA, or a state or local law; that person, organization, or agency may, with respect to the non-WIA cause of action, institute a civil action or pursue other remedies authorized under such other federal, state or local law against the recipient or subrecipient, without first exhausting the remedies herein. Nothing in the Act or WIA Regulations shall: (1) allow any person or organization to file a suit which alleges a violation of WIA or Regulations promulgated thereunder without first exhausting the administrative remedies described herein; or (2) be construed to create a private right-of action with respect to alleged violations of WIA or the Regulations promulgated thereunder.

- 3.5.10.3 Any dispute between the Awarding Agency and the subrecipient concerning the terms or provisions of this Agreement which constitutes a question of fact, and which is not disposed of by agreement, shall be decided by the Awarding Agency who shall send a written copy of its decision to the subrecipient. The decision shall be final and conclusive unless within **thirty (30) calendar days** from the date postmarked, the subrecipient furnishes the Awarding Agency with a written appeal. The decisions of the Awarding Agency with a written appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to

imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the subrecipient shall be supported by substantial evidence. In connection with any appeal proceeding under this clause, the subrecipient shall be afforded the opportunity to be heard and to offer evidence in support of its appeal. Pending final determination of a dispute, the subrecipient shall proceed diligently with the performance of the Agreement and in accordance with the Awarding Agency's decision.

3.14.6.5 The subrecipient shall notify the Awarding Agency in writing of any actions or suits filed and of any claims made against the Awarding Agency, the subrecipient or any of the parties involved in the implementation, administration and operation of the programs funded through this Agreement.

3.15 OTHER STIPULATIONS

3.15.1 Other Stipulations Governing this Agreement

All powers not explicitly vested in the subrecipient by the terms of this Agreement remain with the Awarding Agency.

The Awarding Agency will not be obligated or liable hereunder to any party other than the subrecipient.

Funds received under WIA may be expended only for purposes permitted under the provisions of the Act.

Funds made available through one Agreement or Title may not be used to support costs properly chargeable to another Agreement or Title.

3.15.2 Hold Harmless

The subrecipient shall hold and save the Awarding Agency, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages sustained by any person or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the subrecipient.

3.15.3 Non-Federal Employees

It is understood and agreed by the parties hereto that no staff member of the subrecipient or participant receiving funds under this Agreement shall be deemed a federal employee for any purpose or subject to provision of law relating to federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and federal employment benefits, except where specifically provided to the contrary in the Regulations promulgated under the Act.

3.15.4 Criminal Provisions

3.15.4.1 Whoever, being an officer, director, agent or employee of, or connected in any capacity with any agency receiving financial assistance under the Workforce

Investment Act, knowingly hires an ineligible individual or individuals, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are subject of an Agreement of assistance pursuant to such Act shall be fined not more than **\$10,000** or imprisoned for not more than **two (2) years**, or both; but if the amount so embezzled, misapplied, stolen or obtained by fraud does not exceed **\$100**, such persons shall be fined not more than **\$1,000** or imprisoned not more than **one (1) year**, or both.

3.15.4.2 Whoever, by threat of procuring dismissal of any person from employment or of refusal to employ or refusal to renew an Agreement of employment in connection with an Agreement under the Workforce Investment Act, induces any person to give up any money or thing of any value to any person (including such awarding agency) shall be fined not more than **\$1,000** or imprisoned not more than **one (1) year**, or both.

3.15.4.3 Any person, whoever, willfully obstructs or impedes or endeavors to obstruct or impede, an investigation or inquiry under the Workforce Investment Act or the Regulations thereunder, shall be punished by a fine of not more than **\$5,000**, or by imprisonment for not more than **one (1) year**, or both.

3.15.5 Sectarian Activities (Section 188 of WIA, Paragraph 667.266 of WIA Regulations)

3.15.5.1 The subrecipient agrees to comply fully with all provisions of **Section 188 of the Act** and shall also require all subcontractors to maintain compliance with this Section.

3.15.5.2 The employment or training of participants in sectarian activities is prohibited under this agreement. No funds under this Agreement may be used to support religious or anti-religious activities, training in a religious ministry, or the purchase or dissemination of religious materials. Participants will not be employed on the construction, operation or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship.

3.15.5.3 The subrecipient assures and certifies that no monies received directly or indirectly under this Agreement will be used in the purchase of books or instructional materials of a sectarian or religious nature, and that no sectarian or religious instruction will be provided directly or indirectly with funds received through this Agreement.

3.15.5.4 Funds may not be used to support the dissemination of anti-religious activities, whether directed against any particular religion or religious practice in general.

3.15.6 Unionization And Political Activity

Union

3.15.6.1 No funds under this Agreement shall be used in any way to either promote or oppose unionization.

- 3.15.6.2 No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement which contains a Union Security Provision.
- 3.15.6.3 No participant in work experience may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.
- 3.15.6.4 No person shall be referred to or placed in an on-the-job training position affected by a labor dispute involving a work stoppage and no payments may be made to employers for the training and employment of participants in on-the-job training during the period of work stoppage.

Political Activity

- 3.15.6.5 The subrecipient may not select, reject or promote a participant based on that individual's political affiliation or beliefs. The selection or advancement of employees as a reward for political services or patronage is partisan in nature; is discrimination based on political belief or affiliation; and is prohibited. There shall be no referrals for WIA jobs, nor selection of participants or service providers, based on political affiliation.
- 3.15.6.6 No program-under the Act may involve political activities, including but not limited to:
- (a) participant or employee participation in partisan or non-partisan Political activities in which such participant or employee represents himself/herself as a spokesperson for the WIA program;
 - (b) participant or employee participation in partisan or non-partisan political activities during hours for which the participant or employee is paid with WIA funds;
 - (c) employing or out-stationing participants in the office of a member of Congress or state or local legislator or any staff of a legislative committee; or
 - (d) employing or out-stationing participants in the immediate offices of any chief elected executive official, chief executive officers, or officers of a state or a unit of general local government.
- 3.15.6.7 Neither the program nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way or to any extent, engaged in the conduct of political activities in contravention of **Chapter 15 of Title 5, United States Code**, known as the "**Hatch Act**".
- 3.15.6.8 No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress or to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislatures.

3.15.7 **Maintenance of Effort**

3.15.7.1 The subrecipient shall comply with **Section 181 of the Act and Section 195 of the Act** and shall ensure that all programs under the Act:

- (a) result in an increase in employment and training opportunities over those which would otherwise be available;
- (b) do not result in the displacement of currently employed workers, including partial displacement, such as reduction in hours of non-over-time work, wages or unemployment benefits;
- (c) do not impair existing contracts for services or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed, including services normally provided by temporary, part-time or seasonal workers or through contracting such services out; or
- (d) result in the creation of jobs that are in addition to those that would be funded in the absence of assistance under the Act.

3.15.8 **Lobbying**

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

3.15.8.2 If any funds other than federally 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 subrecipient shall complete and submit a **Standard Form-LLL, "Disclosure Form to Report Lobbying"**, in accordance with its instructions.

3.15.9 **Suspension and Debarment**

3.15.9.1 The subrecipient of WIA funds certifies that neither it nor it's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency.

3.15.10 **Drug-Free Workplace Requirements**

3.15.10.1 The subrecipient will provide a drug-free work-place by:

- (a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the subrecipient's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- (c) making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
- (d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than **five (5) calendar days** after such conviction.
- (e) notifying the agency within **ten (10) calendar days** after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) taking on of the following actions within **thirty (30) calendar days** of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

ADDENDUM

29 CFR Part 37, Subpart A, Section 37.3(c)(4):

Compliance with this part does not affect, in any way, any obligation that a recipient may have to comply with **Executive Order 11246**, as amended; **Section 503 of the Rehabilitation Act of 1973**, as amended (**29 U.S.C. 793**); the **Affirmative Action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974**, as amended (**38 U.S.C. 4212**); the **Equal Pay Act of 1963**, as amended; (**29 U.S.C. 206d**); **Title VII of the Civil Rights Act of 1964**, as amended (**42 U.S.C. 2000e, et seq.**); the **Age Discrimination in Employment Act of 1967**, as amended (**29 U.S.C. 621**); **Title IX of the Education Amendments of 1972**, as amended (**20 U.S.C. 1681**); the **Americans with Disabilities Act of 1990 (ADA)** (**42 U.S. C. 12101, et seq.**); and their respective implementing Regulations.