

## *General Proposal Information*

### **Comprehensive Youth Services Request for Proposals**

- ◆ Issued by: Cayuga-Cortland Youth Council and the  
Cayuga-Cortland Workforce Investment Board (WIB)
  
- ◆ Grant Period: September 1, 2005 to August 31, 2006
  
- ◆ Available Funding: (\$160, 000 for Cayuga programs/services)  
(\$162,000 for Cortland programs/services)
  
- ◆ Copies: One (1) proposal with original signatures  
Five (5) copies
  
- ◆ Submission requirement: Sealed envelope(s)
  
- ◆ Submit Proposals to: Judy K. Davison,  
Cortland County E&T Grant Administrator  
Cayuga-Cortland Workforce Investment Board  
60 Central Ave, Room 104  
Cortland, NY 13045
  
- ◆ Direct all Questions to:  
Judy Davison, **OR** Ted Herrling, Director  
Cortland County E&T Grant Administrator Cayuga County E&T Dept.  
60 Central Ave, Room 104 199 Franklin Street, Suite 204  
Cortland, NY 13045 Auburn, NY 13021  
(607) 753-5201 (315) 253-1590

◆ Time Period	Activity
Friday, July 8, 2005	Proposal Submission Deadline 12:00 Noon
Tuesday, August 23, 2005	Grant Awards determined
Wednesday, August 31, 2005	Grant Contracts finalized

**PLEASE READ ENTIRE PACKAGE BEFORE PREPARING YOUR RESPONSE.**  
**Equal Opportunity Programs/Services/Employer**

**CAYUGA-CORTLAND WORKFORCE INVESTMENT BOARD  
YOUTH PROGRAM**

**REQUEST FOR PROPOSAL**

**1. Introduction**

The Cayuga-Cortland Workforce Investment Board (C-C WIB) is soliciting proposals for the operation of federally funded program Workforce Investment Act Title 1-B Youth employment and training programs. Funding will be for the period of 9/1/05 through 8/31/06.

The Workforce Investment Act of 1998 introduced significant changes for youth programming at the local level. The Workforce Investment Act creates a focus on youth development activities that will reinforce positive social skills in youth. The legislation mandates strong ties with the business community, not only as employers but also in an expanded role as advisors, funders, trainers and economic developers. The Workforce Investment Act places an increased emphasis on academic learning as it connects to the work place. In addition to requiring a stronger focus on out of school youth, longer-term services are required for all youth in order to assure attachment to and advancement within the labor market.

The local Workforce Investment Board (WIB) is the administrative arm of the legislation. The 35 member Board is comprised of representatives of local businesses, labor organizations, education providers, public agencies and other entities interested in workforce development issues. The WIB is the entity responsible for policy development and implementation for the Cayuga-Cortland Workforce Investment Area. The WIB will receive input and advice from a Youth Council comprised of representatives of the two-county region who are interested in youth-related issues. The Youth Council is responsible for coordinating youth workforce development activities and recommending eligible and effective youth service providers. The Youth Council is also charged with the task of developing an integrated, comprehensive system for young people that provides multiple opportunities for education, leadership development, and employment.

**A reauthorization of the Workforce Investment Act is pending at the federal level. The proposed re-authorizing legislation indicates a higher priority be given to services for out-of-school youth. Therefore the WIB is requiring a minimum of 40% of the WIA youth be used to provide activities for out-of-school youth.**

The C-C WIB is seeking innovative approaches to year-round programming that provides a comprehensive array of services to eligible youth ages 14-21, **and possibly through age 24, based on the WIA reauthorization.** Creative program design should reflect an understanding of the needs of young adults as they age through the system, and emphasize linkages between schools, community agencies, and employers. The continuum of services should include a variety of the ten program elements required by law (pg.5). It is not necessary that all services be funded through Title I of the Workforce Investment Act to qualify as an activity to be offered to eligible youth. The C-C WIB is seeking coordination between organizations and funding sources to meet the needs of eligible participants. The intent of WIA is to increase the employment, retention, earnings, and occupational skill attainment by participants.

## 2. Eligible Applicants

Eligible applicants include governmental units, public or private not-for-profit corporations, local educational agencies, or private for-profit corporations.

## 3. Target Population

For the purpose of this RFP, a youth is described as an individual who is a **resident of the Workforce Investment Area or receives full-time residential services in the Workforce Investment Area and is:**

- A United States Citizen or eligible to work in the United States; and
- If male, meets the requirements of Section 3 of the Military Selective Services Act; and
- Is not less than age 14 and not more than age 21 (**unless the reauthorization of the Workforce Investment Act dictates something different**); and
- Is a low-income individual as defined below
  - Cash welfare recipient
  - Income below poverty guideline or 70% lower living standard
  - Food Stamp recipient
  - Homeless
  - Foster Child
  - Disabled- Family of one
- **And** is an individual who is one or more of the following:
  - Deficient in basic skills *English, reading, writing, computing skills at 8.9 or one year below grade level if the youth is not yet in grade eight.*
  - School dropout
  - Homeless, runaway, or a foster child
  - Pregnant or a parent

- Offender
- Needs additional assistance to complete school or get a job (WIB Defined), as evidenced by the following:
  1. Individual who has not yet held employment with the same employer for more than one year
  2. At risk of substance abuse
  3. Underemployed (out of school youth)

*Note: 40% of youth funds must be spent on out of school youth.*

Out of school youth --defined as an individual who:

- Is an eligible youth who is a school dropout
- Is an eligible youth who has received a secondary school diploma or its equivalent, but is basic skills deficient, unemployed or underemployed

*Note: Youth enrolled in GED or other alternative school programs are **not** school dropouts or out of school.*

5% Window- There is a 5% window for over income youth who meet one of the following barriers:

- Dropouts
- Basic Skills Deficient
- One or more years over age for grade
- Pregnant or parenting
- Disabled including learning disabled
- Homeless or runaway
- Offenders
- Other youth that face serious barriers to employment, i.e.:
  - At risk of substance abuse
  - Former Foster Care, etc.

**In order to prevent exceeding the 5% window program operator must request and receive permission from the WIB Director in order to enroll a youth under special circumstances.**

#### **4. Youth Program Requirements**

WIA expands upon and formalizes the successful youth development components of past programs into a more complete youth development framework and system. The Workforce Investment Act introduces significant changes for youth programs. **Six major themes** found throughout the legislation that are helping to shape the youth movement are:

1. Increased **visibility** of youth programs at state and local levels.
2. Stronger linkages to the **business community**.
3. Focus on **youth development** activities such as leadership, mentoring, teamwork, organization, citizenship and positive social behaviors.
4. Increased emphasis on **academic learning as it connects to the workplace**.
5. A stronger focus on **out-of-school youth** to re-attach to the system and provide opportunities.
6. **Longer-term services** that provide a continuum of educational, developmental and skill building options that lead to successful transition to the workforce and **post-employment** interventions to stay attached and advance.

WIA also has mandated the **ten (10) required program elements** that must be made available to all eligible youth. However, services offered to any individual participant are based on his/her needs and goals. They are as follows:

1. Tutoring, study skills training, and instruction leading to **completion of secondary school**, including **drop-out prevention**
2. **Alternative secondary school** services
3. **Summer employment opportunities** directly **linked to academic and occupational learning**
4. Paid/unpaid **work experiences**
5. **Occupational skill training**
6. **Leadership development opportunities**
7. **Supportive services**
8. **Adult mentoring for not less than 12 months**
9. **Follow-up services for not less than 12 months**
10. Comprehensive **guidance and counseling**

For further clarification of the program elements, please refer to Attachment II.

**NOTE: If a youth is determined to be in need of any of the above ten (10) program elements, they must be made available. Elements can be made directly available or through partnerships. Participants may be referred for services currently available within a community, but all participants shall take part in common activities or elements to provide consistency of activities among those served.**

Linkages with schools and school-to-work programs are crucial to achieving the enrichment of the summer education component. Program operators and school systems should work together to assure that youth attain basic skills. All youth participants must receive some form of follow-up services for a minimum duration of twelve (12) months. **Follow-up services begin after exit from one of the ten program elements.** As long as youth are receiving WIA or WIA partner services, they are considered active participants.

This does not impose a requirement that service providers serve a specific percentage of out-of-school youth, unless deemed appropriate by the Board and Youth Council. Expenses for follow-up services would count as meeting part of the 40% out-of-school youth spending requirement for the Cayuga-Cortland Workforce Investment Area youth system.

Strong private sector involvement is recommended under WIA funding. Private sector employers are encouraged to support summer jobs by hiring young people, making financial donations for job creation in the public sector or donating time and resources to further such efforts.

All WIA youth will be measured as part of a comprehensive youth system assessed by the core performance measures for youth. The current draft of the WIA performance measures are attached to this Request for Proposal.

All contracts awarded, as a result of this RFP will be monitored by members of the Cayuga-Cortland Youth Council. A minimum of one on-site monitoring visit will be conducted during the contract period to aid in the evaluation of the program. The Youth Council will review your program/services using reports and narratives completed by the staff of the Workforce Investment Board, Youth Council, and the subcontractor along with any other relevant information. Monitoring reports will be used to identify and address issues that arise during the contract period. Monitoring reports will also be used to make future funding recommendations based on community needs and the overall performance of the contract.

## **5. Special Instructions to Proposing Organization**

- Proposals **MUST** be typewritten or completed in word-processing format, double-spaced on 8-1/2" x 11" paper.
- Proposals **MUST** be prepared utilizing the forms and format provided or facsimiles. Add continuation sheets, if necessary, and number them with the page number of the original sheet they follow plus lower case letters in sequence. For example, continuation sheets following page 5 would be numbered 5a, 5b, etc.
- One (1) original and five (5) complete and legible copies **MUST** be submitted for each proposal submitted.
- Complete and sign the **Executive Summary Form** for each proposal submitted. This **MUST** be the first page of your proposal.
- Answer fully and completely all of the questions in the Proposal Narrative. All items **MUST** be fully addressed, using additional sheets as necessary. Extra sheets and documents shall be attached immediately following the page to which they refer. If any item is not applicable to the proposing organization or the services proposed, the proposing organization should so state in the space provided for the response, **with a clear statement of why the item is not applicable.**
- **FAILURE TO RESPOND TO ANY ITEM INCLUDING ANY REQUESTED INFORMATION, OR FAILURE TO FOLLOW THESE INSTRUCTIONS SHALL RESULT IN THE SUBMISSION OF AN INCOMPLETE PROPOSAL AND WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL FROM FURTHER CONSIDERATION.**

**EXECUTIVE SUMMARY FORM**

Name of Provider: \_\_\_\_\_ County: \_\_\_\_\_

**Number to be served:**

**#In-School** \_\_\_\_\_ **#Out-of-School** \_\_\_\_\_ **Total #Served** \_\_\_\_\_ **Ages** \_\_\_\_\_

Describe program (include Program Elements):

List outcomes outlined in proposal and briefly explain how they will be achieved:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

If you are working with older youth (19-21), how will your program achieve Earnings Gains?

Is this a new program? \_\_\_\_Yes \_\_\_\_No If not, briefly describe past performance. For any missed goals please indicate the corrective action plan to achieve the performance indicator in this proposal.

Budget Overview: Total WIA Cost: \$ \_\_\_\_\_ WIA Cost Per Participant: \$ \_\_\_\_\_

Other Funds Used: \$ \_\_\_\_\_ Source of other Funds: \_\_\_\_\_

Proposed Start Date: \_\_\_\_\_

<b>Application Cover Page</b>
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Name of Applicant  
Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone \_\_\_\_\_ ext. \_\_\_\_\_ Contact Person \_\_\_\_\_

Tax ID \_\_\_\_\_ S.S.# \_\_\_\_\_ (if not incorporated)

Email address \_\_\_\_\_

License/Accreditation Entity: \_\_\_\_\_ Effective Date (If Applicable): \_\_\_\_\_

Type of Organization: (check one)       For Profit     Non-Profit  
 Governmental Entity  
 Educational Institution

Names and Affiliations of Proposal  
Collaborators: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Program \_\_\_\_\_

Primary County(ies) of Service \_\_\_\_\_

Site Where Training Will Be Conducted \_\_\_\_\_

Program Operating Hours \_\_\_\_\_

Proposed Start Date: \_\_\_\_\_ Proposed End Date \_\_\_\_\_

**Summary of RFP Application**

Summarized Activities (bullet format):

Proposed Outcomes (bullet format):

%Planned to Achieve

Total # of Participants

**Proposing Organization's Qualifications**

◆ Approved Affirmative Action Plan?  Yes  No  
\_\_\_\_\_ Date approved By: \_\_\_\_\_

◆ Principle Officers of Organization:(CEO and Chief Financial Officer)

\_\_\_\_\_

Have any of the above-mentioned persons ever been convicted of a felony, fraud or embezzlement? If yes, please explain.

\_\_\_\_\_

◆ Has the Organization ever filed for bankruptcy?  Yes  No

◆ Has the Organization ever had to repay funds to a governmental unit due to a questioned or disallowed cost? If yes, please explain.  Yes  No

\_\_\_\_\_

◆ Does the Organization have capacity to repay a disallowed or questioned audit cost?

\_\_\_\_\_

◆ Can the Organization support the program without an advance?  Yes  No

◆ If funded, what percentage of the Organization's total budget would the contract funds represent? \_\_\_\_\_ Date of last independent audit: \_\_\_\_\_

◆ Name and address of Audit Firm: \_\_\_\_\_

\_\_\_\_\_

◆ Names and qualifications of key staff involved in implementation of program: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

◆ Number of years in operation in Cayuga-Cortland geographic area: \_\_\_\_\_

Executive Director/Signatory Authority \_\_\_\_\_

Print

Title \_\_\_\_\_

Print

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<p align="center"><b>CERTIFICATION OF COMPLIANCE WITH THE SPECIFICATIONS</b></p>
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This is to certify that to the best of the undersigned's knowledge and belief, the data in this application is responsive to the specifications and is true and correct. The undersigned understands that non-responsive applications, as determined by the Cayuga-Cortland Workforce Investment Board will not be reviewed for consideration. Further, the governing body of applicant, and applicant shall comply with both the assurances as applicable and regulations attached to the application package.

The applicant certifies by submission of a proposal that all specifications below will be met and understand that these specifications will become a part of the contract should a contract be awarded. Applicant must secure written permission from the Cayuga-Cortland Workforce Investment Board for any exception to these applicable State of New York and Federal regulations.

Further, applicant certifies that neither they, their employees, nor Board members have used their positions for purposes that constitute or present the appearance of personal or organizational Conflict of Interest or personal gain in the obtaining of a contract award, based on the proposal submitted.

I accept responsibility for providing financial services adequate to insure the establishment and maintenance of an accounting system with internal controls adequate to safeguard program funds.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Please note: Any contract awarded totaling more than \$25,000.00 will require a signed and returned certification regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug Free workplace Requirements Form (Attachment III)

### Cost Reimbursement Contracting

**BUDGET ITEMS**

**A. Personnel-**List the title of all staff positions to be funded, full time equivalent to be devoted to the project, annual rate of pay and total project salary. **A breakout of any administrative personnel costs will be required in subsection I. Attach job descriptions which must include minimum qualifications.**

Position Title	Full Time Equivalent	Annual Rate of Pay	Total Project Cost
Sub-Total			

**A. Fringe Benefits-** Itemize expenditures for employee benefits related to the project. **A breakout of any administrative fringes will be required in subsection I.** Please note Basis of Calculation is REQUIRED (an average based on total salary is not acceptable).

Description	Basis of Calculation	Total Project Cost
Social Security		
Retirement		
Health Insurance		
Worker’s Compensation		
Unemployment Insurance		
Other:	Sub-Total	

**BUDGET ITEMS**

**A. Contractual Services-Including any subcontracts**

Description	Provider	Total Project Cost
Sub-Total		

**B. Participant Supportive Services Costs ie:** participant stipends, wages, fringe benefits; incentives, bus tokens, child care costs; uniforms, etc.

Description	Method of Calculation (Planned # of youth x planned unit cost)	Total Project Cost
Sub-Total		

**C. Consumable Office Supplies-** List office supplies and materials necessary to complete the project.

Description	Quantity	Unit Cost	Total Project Cost
Sub-Total			

**BUDGET ITEMS**

**D. Staff Travel-** Cost of staff travel

Description of Travel	Total Miles	Cost per Mile	Total Project Cost
		Sub-Total	

**E. Rental of Facilities-** Cost of space for the program

Space Requirements	Cost per Square Foot	Total Project Cost
	Sub-Total	

**F. All Other Expenses-** List and describe any other project costs to be encountered

Description	Quantity	Unit Cost	Total Project Cost

**BUDGET ITEMS**

**G. Administrative Cost Breakout (limited to \$2,500.00)**

Description	Total Project Cost	% of Admin	Total Admin Project Cost
Sub-Total			

**H. Inkind Funds-**List the source and amount of other funds used to support program activities i.e.: TANF, ADA, EPE etc. Describe what the funds support.

Description	Source	Amount



**Subcontractor Name:** \_\_\_\_\_

**Cost Reimbursement Contracting  
For Planned Subcontracts Related to the Year Round Youth Program**

**BUDGET ITEMS**

**I. Personnel-**List the title of all staff positions to be funded, full time equivalent to be devoted to the project, annual rate of pay and total project salary. **A breakout of any administrative personnel costs will be required in subsection I. Attach job descriptions which must include minimum qualifications.**

Position Title	Full Time Equivalent	Annual Rate of Pay	Total Project Cost
Sub-Total			

**J. Fringe Benefits-** Itemize expenditures for employee benefits related to the project. **A breakout of any administrative fringes will be required in subsection I.** Please note Basis of Calculation is REQUIRED (an average based on total salary is not acceptable).

Description	Basis of Calculation	Total Project Cost
Social Security		
Retirement		
Health Insurance		
Worker's Compensation		
Unemployment Insurance		
Other:	Sub-Total	

**BUDGET ITEMS**

**K. Contractual Services-Including any subcontracts**

Description	Provider	Total Project Cost
Sub-Total		

**L. Participant Supportive Services Costs ie: participant stipends, wages, fringe benefits; incentives, bus tokens, child care costs; uniforms, etc.**

Description	Method of Calculation (Planned # of youth x planned unit cost)	Total Project Cost
Sub-Total		

**M. Consumable Office Supplies-** List office supplies and materials necessary to complete the project.

Description	Quantity	Unit Cost	Total Project Cost
Sub-Total			

**BUDGET ITEMS**

**N. Staff Travel-** Cost of staff travel

Description of Travel	Total Miles	Cost per Mile	Total Project Cost
		Sub-Total	

**O. Rental of Facilities-** Cost of space for the program

Space Requirements	Cost per Square Foot	Total Project Cost
	Sub-Total	

**P. All Other Expenses-** List and describe any other project costs to be encountered

Description	Quantity	Unit Cost	Total Project Cost

BUDGET ITEMS

**Q. Administrative Cost Breakout (limited to \$2,500.00)**

Description	Total Project Cost	% of Admin	Total Admin Project Cost
Sub-Total			

**R. Inkind Funds-**List the source and amount of other funds used to support program activities i.e.: TANF, ADA, EPE etc. Describe what the funds support.

Description	Source	Amount



# **CAYUGA-CORTLAND WORKFORCE INVESTMENT BOARD YOUTH PROGRAM**

## **Proposal Narrative & Instructions**

- A.** Please respond to the questions identified. Describe in detail the proposed operation of your program. Project design should identify clear strategies for in school and out of school youth. If you plan to offer some services in the same way for both populations, please indicate so. You do not have to describe the approach twice. Please respond in the identified format and answer each question listed.

### **General Program Design**

- 1. Identify recruitment activities.**

2. **Define the criteria used to enroll and track participants in program activities.**

3. **Describe what specific role each partner organization will play in recruitment.**

4. **Describe what you will do with youth not selected, or not eligible for, program participation.**

5. **Describe how you will provide outreach and accommodate services to youth with disabilities or whose primary language is not English.**

6. **Describe the orientation and assessment activities. Include assessment tools, instruments & methods your program will use to gather the necessary assessment information to develop individual service strategies.**

7. **Describe how your program will develop "Individual Service Plans" and how participants' individual goals will be developed, evaluated and coordinated.**

8. **Describe the staffing plan for the lead agency including positions, staff to participate ratios, and staff areas of responsibilities as related to the outlined activity. For each partner agency, please do the same.**

9. **Describe the projects' case management strategy for providing consistent support, follow-through for service plans, referrals, and tracking for individual participants. (Complete Case Management Certification Form, Attachment II).**

**10. Provide a tentative schedule of participant activities. Include location of activities and partner agency with primary responsibility of identified activities.**

**11. Describe strategies you will use to motivate youth and/or reward positive participation in the program. Describe participant payroll, incentive or payment methods.**

**12. Describe the standards or expectations to be required of youth participating in the program.**

**13. Describe the methods you will use to include youth in the design and leadership of the activities.**

**14. Describe the process for participant eligibility certification. Include documentation regarding residence, earnings. Family composition and barriers to employment.**

**15. Describe how you will address the literacy and numeracy gains via a pre and post-test? Which test you will use and what are the functional levels?**

**16. Describe how you will create portfolio assessments as a means of documenting the skills the youth attain while enrolled in your program.**

- B.** On the following pages, please identify how you will provide each of the ten required elements. If your program will not be providing service strategy directly, identify how it will be made available through partnerships and subcontract agreements. For each element, how will continuity of contact be ensured? How will partnerships be coordinated for each program goal? How will you identify participants need for the identified service?  
(May use additional sheets if necessary)

**TUTORING, STUDY SKILLS TRAINING AND INSTRUCTION  
LEADING TO SECONDARY SCHOOL COMPLETION**

**ALTERNATIVE SECONDARY SCHOOL SERVICES**

**SUMMER EMPLOYMENT EXPERIENCES LINKED TO ACADEMIC AND  
OCCUPATIONAL LEARNING**

**PAID AND UNPAID WORK EXPERIENCES INCLUDING INTERNSHIPS  
AND JOB SHADOWING**

## **OCCUPATIONAL SKILL TRAINING**

## **LEADERSHIP DEVELOPMENT OPPORTUNITIES**

## **ADULT MENTORING**

# **COMPREHENSIVE GUIDANCE AND COUNSELING**

## **SUPPORTIVE SERVICES**

## **FOLLOW-UP SERVICES**

**Describe specifically what linkages you have made with area employers. Include information on resources leveraged in the form of funds, operation, etc...**



**C. Program Outcomes**

Indicate your planned project outcomes on the chart below for the youth population you are planning to serve: Program operators are expected to meet and/or exceed all of the measures listed below. When mentioned below the term "quarter" refers to three month blocks of time during the calendar year. I.e. Jan.-March, April-June, July-Sept., Oct.-Dec.

<b>Performance Indicator</b>	<b>Current Goals</b>	<b># Youth Planned to Achieve</b>	<b>% Goals To Be Attained</b>
<p style="text-align: center;"><u>Younger Youth, 14-18 Years</u></p> <ul style="list-style-type: none"> <li>➤ Attainment of basic skills, work readiness or occupational skills while receiving services.</li>   <li>➤ Attainment of secondary school diplomas, GED or certificate of attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. This measure only counts youth who entered the program without a diploma or equivalent and who received one by the time they leave services. Youth In-school at exit are excluded from this measure.</li>   <li>➤ Placement and retention in one of the following categories in the 3<sup>rd</sup> quarter following exit:                             <ul style="list-style-type: none"> <li>▪ Post secondary education,</li> <li>▪ Advanced training,</li> <li>▪ Employment,</li> <li>▪ Military service,</li> <li>▪ Qualified apprenticeships.</li> </ul> </li> </ul>	<p style="text-align: center;">71%</p> <p style="text-align: center;">53%</p> <p style="text-align: center;">44%</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">_____</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">_____</p>

<u>Older Youth, 19-21 Years</u>			
➤ Entered Employment Rate (of youth who did not have a job before services).	78%	_____	_____
➤ Employment retention at 6-9 months after leaving services.(Counted 3 <sup>rd</sup> quarter following exit from services).	76%	_____	_____
➤ Earnings gain at 6-9 months after services. Compares earnings youth had before services and after services. (Counted 3 <sup>rd</sup> quarter following exit from services).	\$3,053	_____	_____
➤ Credential Rate measures acquisition of recognized credentials 6-9 months after leaving services by youth who were in jobs or further education right after services (Counted no later than 3 <sup>rd</sup> quarter after exit from services).	51%	_____	_____
<u>Customer Satisfaction</u>			
➤ Participant customer satisfaction.	72%	_____	_____
➤ Employer Satisfaction.	69%	_____	_____
<u>Common Measures (All Youth)</u>			
➤ Literacy and Numeracy gains of those who are BS deficient (below 8 <sup>th</sup> grade) the number who increase one or more educational functioning levels as measured by a standardize test (this measure applies only to out-of-school youth and the pre-test must occur within 60 days following the date of participation in service).	60%	_____	_____
➤ Efficiency (cost per participant served).	\$3,000	_____	_____

**D. Enrollment Schedule:** This is a planned participant Loading Chart. It must be completed. Please remember to include carry-in youth.

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Enroll into Program												
Enroll into Training -ITA Or Work Exp												
Enroll into Basic Skills												
Enroll into Occupational Skills												
Enroll into Placement Activities												
# of GED Enrollees												
Juvenile Justice Enrollees												
UI Enrollees (dislocated)												
DSS Enrollees (cash assist)												
# of Youth with School IEP's												
# of youth in Follow-up services												

Fill in only those boxes applicable to your program

**E. Outcome Schedule**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
# of Program Exits												
# Entered Employment												
6 month Retentions												
9 month Retentions												
# of Certificates/ GED/H.S.												
# of Youth in School at Exit												

Fill in only those boxes applicable to your program

In school at exit means secondary or post secondary education – youth must be given the appropriate exit reason and OSOS triggers in the outcome screen – this is critical to performance outcomes and meeting program benchmarks

There are four exit reasons that will exclude youth for the performance measures. They are:

**Death, Institutionalized, Health/Medical, or Entered Active Duty**

**ATTACHMENT II**

**CASE MANAGEMENT CERTIFICATION**

**This form to be completed by the applicant (if not a county E&T Department) and by any subcontracting agency(s)**

TO: CAYUGA/CORTLAND E&T DIRECTOR: \_\_\_\_\_

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

RE: Letter of Memorandum for Cayuga-Cortland Youth RFP

I, \_\_\_\_\_, Employment and Training Director in Cayuga-Cortland, acknowledge awareness of this RFP response. Our agency will agree to provide support and the case management component for this proposal should the project be funded. We look forward to working together during the eligibility and documentation process with this youth services provider.

\_\_\_\_\_  
Signature

**Must accompany proposal for consideration**

**If you have any questions about the process and involvement for Case Management of the One-Stop Career Centers, please contact the director of that agency in your county or Judy Davison.**

***Exhibits***

## *Definitions*

### **Administrative Costs**

That portion of the contract budget which is necessary and allowable and which is associated with the overall management and administration of the contract program and which is not directly related to the provision of services to participants.

### **Basic Skills Deficient**

An individual who scores at or below the 8th grade level on an appropriate standardized test in either English Reading or Math computation skills.

### **Case Management**

Refers to the counseling and management of a participant's service strategy as documented in the participant file.

### **Community Based Organization**

A not-for-profit organization which is representative of communities or significant segments of communities and which provides job training services.

### **Commercial Organization**

Private for-profit entity.

### **Commercially Available Off the Shelf Training Package**

A training package unmodified in substantial quantities to the general public at prices based upon a catalogue or market price. The package must contain performance criteria.

### **Cost Reimbursement Contract**

A contract format that provides for the reimbursement of all allowable costs which have been identified and approved in the contractor's budget. Appropriate documentation must be maintained by the contractor to support the cost.

### **Demand Occupation**

An occupational area that has been designated and published by the State as in high demand in the tri-county labor market area.

### **Direct Training Costs**

Personnel, non-personnel, and related costs associated with the provision of direct training services. Direct training is either occupational skills training or remediation.

### **Individual Service Strategy**

An individual plan for a participant that includes an employment goal, achievement objectives, and an appropriate combination of services determined during the individual's objective assessment.

**In-Kind Contribution**

Cash or non-cash contributions provided by a contractor from federal or non-federal sources to support a training program

**Non-Traditional Employment**

Refers to occupations where females comprise less than 25% of the individuals employed in that occupation.

**Offender**

Subject to any stage of the criminal justice process; or requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

**One Stop System**

Concept where information and access to a wide array of job training, education, and employment services is available for customers at a single neighborhood location.

**Out-of-School Youth**

An eligible youth who is a school dropout; or an eligible youth who has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed. Youth in Alternative School at time of enrollment are not defined as out-of-school.

**Participant**

An individual who has been determined eligible for receipt of WIA services and has completed an objective assessment.

**Profit**

An amount in excess of the cost necessary to operate a program or program component.

**Program Income**

Income generated by a contractor, funded by WIA, as a result of fees, rental of real or personal property, the sale of commodities or items developed with contract funds, and revenues in excess of costs earned by organizations other than commercial/private organizations.

**School Drop-Out or Non-Graduate**

No longer attending any school and who has not received a secondary school diploma or its recognized equivalent.

**Support**

Costs necessary for the participant to take part in training activities, such as child care and transportation, job search assistance, job development, job placement, performance and cash for attendance for youth, wages, stipends, and counseling other than employment counseling.

**Work Experience**

A short term and part-time work assignment in a private or public entity in order to provide a participant with good work habits and basic work requirement skills. Work experience is limited to 499 hours and must be contextual to the employment goal.

**Workforce Investment Act of 1998 (WIA)**

Public Law 105-220, which was signed into law August 7, 1998. Provides the framework for a unique national workforce preparation and employment system designed to meet both the needs of the nation's businesses and the needs of job seekers and those who want to further their careers.

**Youth or Young Adult**

An individual who is at least 14 years and not yet 22 years of age.

**WebSite References**

- America's Jobs Network - [www.usworkforce.org](http://www.usworkforce.org)
- CareerZone - [www.explore.cornell.edu.newcareerzone/](http://www.explore.cornell.edu.newcareerzone/)
- Career Development Council - [www.sctboces.org/stw](http://www.sctboces.org/stw)
- Federal School-to-Work - [www.stw.ed.gov](http://www.stw.ed.gov)
- New York Association of Training & Employment Professionals, Inc.- [www.nyatep.org](http://www.nyatep.org)
- New York State Department of Labor - [www.labor.state.ny.us](http://www.labor.state.ny.us)
- New York State School-to-Work - [www.nysed.gov/workforce/stw](http://www.nysed.gov/workforce/stw)
- New York's Workforce Development System - [www.wdsny.org](http://www.wdsny.org)
- U.S. Department of Health and Human Services - [www.acf.dhhs.gov/programs/ofa](http://www.acf.dhhs.gov/programs/ofa)
- U.S. Department of Labor - [www.dol.gov](http://www.dol.gov)
- U.S. Department of Labor Employment & Training Administration - [www.doleta.gov](http://www.doleta.gov)

*Exhibit C***Description of Program Elements****Tutoring and Study Skills Training**

This element is designed to improve the basic and study skills of the eligible population. Tutoring and/or study skills training shall be structured to ensure that intensive individualized assistance is provided for youth in need of remediation or skills improvement. This activity shall lead to improvement in participant test scores and overall academic performance. Service providers may refer participants for this service or provide the service through scheduled activities. However, it is the responsibility of the service provider to document activities conducted and the progress of students participating in this element.

**Alternative Secondary School**

Participants may be referred for scheduled alternative educational opportunities that are designed to improve the student's academic performance and will lead to continuation in secondary school or graduation. Scheduling of alternative education activities and the definition for successful outcomes will be consistent with local school district policies. Service providers will be required to document activities conducted and progress of students participating in this element.

**Summer Employment Opportunities**

**The chief elected officials of Cayuga and Cortland Counties have designated the County E&T offices to be the provider of this element.** Summer employment opportunities are to be viewed as one element among many available to youth as part of a menu of activities offered by the local providers. Based on the interest and needs of the youth served, service providers shall develop summer work experience sites and opportunities for youth throughout the community. Work experience sites shall be made available at convenient times and locations for participating youth. Service providers will be responsible for: development of summer work sites in public and private sector, orientation of work site supervisors and participants, completing work site agreements between work site and service provider, maintenance of participant timesheets, monitoring work sites and documenting work activities, payment of youth work experience wages at no less than the federal minimum wage rate, completion of I-9 and W-4 forms with participants, and issuing W-2 forms at the end of each calendar year.

**Work Experience**

Work experiences are planned, structured learning experiences that take place in a workplace for a limited period of time. Work experiences are designed to enable youth to gain exposure to the world of work and its requirements. Work experience should be designed to help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. The purpose is to provide the youth participant

with the opportunities for career exploration and skill development and is not to benefit the employer, although the employer may, in fact, benefit from the activities performed by the youth.

Work experience may be subsidized or unsubsidized (consistent with Wage and Hour Laws) and may include the following elements:

- 1) Instruction in employability skills or generic workplace skills such as those identified by the Secretary's Commission on Achieving Necessary Skills (SCANS);
- 2) Exposure to various aspects of an industry;
- 3) Progressively more complex tasks;
- 4) Internships and job shadowing (unpaid work experience);
- 5) The integration of basic academic skills into work activities;
- 6) Supported work, work adjustment, and other transition activities;
- 7) Entrepreneurship; and
- 8) Other elements designed to achieve the goals of work experience.

Work experience can occur in the public, private, for-profit, or non-profit sectors where the objective assessment and individual service strategy indicate work experience is appropriate. Service providers will be responsible for developing work experience sites, providing orientation to work site supervisors and participants, completing a work site agreement, payment of wages, completion of necessary tax and W-2 forms, monitoring and documenting work experience activities and progress, maintaining timesheets of participants, and reporting to CSS-WFD activities under this element.

## **Occupational Skill Training**

For youth ages 18-21 who are eligible for training services under the adult and dislocated worker programs may receive assistance with the cost of occupational skills training through those programs. The system we're trying to develop offers youth a broad range of well-coordinated services. All work programs must be coupled with educational or occupational skill attainment. Year round and summer youth programs will be combined and a one-year follow-up component will be added.

## **Leadership Development Opportunities**

Leadership opportunities for youth may include:

- 1) Exposure to post-secondary educational opportunities;
- 2) Community and service learning projects;
- 3) Peer-centered activities, including peer mentoring and tutoring;
- 4) Organizational and team work training, including team leadership training;
- 5) Training in decision-making, including determining priorities;
- 6) Citizenship training, including life skills training such as parenting, work behavior training, and budgeting of resources;
- 7) Employability skills improvement; and
- 8) Positive social behaviors, often referred to as soft skills, may include, but are not limited to, the following: Positive attitudinal development; self-esteem building; cultural diversity training; and work simulations.

## **Supportive Services**

Supportive services will be made available based on the needs of the individual if other sources of funding or services are not available to assist. **It is the responsibility of a service provider to ensure that other sources of supportive funding are coordinated and accessed prior to utilizing Title I WIA funds.** Supportive services will be available; consistent with Board policy, through a service provider contract or directly to individuals served.

- 1) Linkages to community services;
- 2) Assistance with transportation costs;
- 3) Assistance with child care and dependant care costs;
- 4) Assistance with housing costs;
- 5) Referral for medical services; and
- 6) Assistance with uniforms or other appropriate work attire and work-related tool costs, including such items as eyeglasses and protective eye gear.

## **Adult Mentoring**

This element shall be available to participants as a means of career exploration and personal development. Service providers will be responsible for identifying adult mentors who are interested in the advancement of youth in the community. Adult mentoring activities may include:

- 1) Job shadowing and guidance provided by an adult to assist the participant in increasing his/her academic performance;
- 2) Goal-setting;
- 3) Support meetings to increase the motivation of the youth served;
- 4) Career exploration assistance;
- 5) World of Work and social skills improvement.

## **Follow-up Services**

Follow-up services may include one or more of the following activities:

- 1) Leadership development and supportive services activities listed above;
- 2) Regular (weekly) contact with a youth participant's employer, including assistance in addressing work-related problems that arise;
- 3) Assistance in securing better paying jobs, career development and further education;
- 4) Work-related peer support groups;
- 5) Adult mentoring;
- 6) Tracking the progress of youth in employment after training.

**All youth participants must receive follow-up services for minimum duration of twelve (12) months after exit. If funding is discontinued during the follow-up service period, C-C WIB staff will assume responsibility for continued follow-up services.**

## **Comprehensive Guidance and Counseling**

This element provides the eligible youth with intensive guidance and counseling related to career exploration, personal counseling, drug and alcohol abuse counseling, financial counseling, and goal setting. Specialized counseling and services may be conducted through a referral to an appropriate organization or counselor experienced in counseling and guidance in the particular area of concern. This may be an ongoing activity throughout the duration of services and follow-up. Funding may be accessed through Title I of WIA, if other sources of funding are not available to provide such a service.

*Exhibit D*

**Cayuga-Cortland Workforce Investment Board  
Youth Program  
Review Guide**

All completed proposals will be reviewed by the C-C WIB Youth Council Proposal Review Committee. Proposals that are not complete will not be reviewed and will be returned to the bidding organization. Recommendations for funding will be made to the Cayuga-Cortland Workforce Investment Board.

Proposals will be reviewed and rated for completeness, demonstrated ability, program design, cost reasonableness, and bidder's fiscal capability. Preference will be given to programs that are innovative and truly address the needs of the target populations.

Proposing organizations may be subject to a pre-award survey. This may include, but not be limited to, a review of the organization's record-keeping procedures, management systems, accounting and administrative systems, training facilities, and curriculum.

Funding of proposals is contingent upon the availability of WIA Title I funds, authorization of program activities, and federal or state legislative actions. All bidders are encouraged to access the [usworkforce.org](http://usworkforce.org) website to obtain a copy of the regulations and other pertinent information. Bidders may also request information from C-C WIB concerning the Workforce Investment Act and the policies of the Board.

Criteria: each proposal received in response to this RFP which meets minimum requirements will be evaluated and scored based on, but not limited to the following criteria.

- **Program Design defined as clarity, completeness and quality of overall service design and delivery plan and specific provisions for: (25 points)**
  - Youth target population
  - Program outcomes
  - Assessment, case management
  - 10 required program elements and
  - Linkages and coordination
  - The extent to which the project incorporates new and better strategies for serving youth under WIA including, but not limited to:
    1. New and better ways that services can be accessed by participants
    2. New and better ways for organizations to work together and
    3. The replication of best practices, effective strategies
  
- **Outcomes defined as the following: (25 points)**
  - The quality of the proposed outcomes and the extent to which the bidder proposes to exceed the outcomes

- The extent to which the service plan responds to the identified needs, the barriers faced by program participants and the conditions of the local area as well as the likelihood that the proposed service plan will result in the proposed outcomes
  - The reasonableness of the level of investment in relations to the proposed outcomes
  - The existence of a plan or process to ensure ongoing as well as final program evaluation for participating youth.
- **Collaboration and Sustainability defined as the following: (20 points)**
    - The extent to which the project is coordinated with other local youth programs
    - The extent and quality of local community partnerships involved in making contributions to the project and
    - The involvement of local schools and employers
- **Demonstrated Capability defined as the following: (15 points)**
    - The extent to which the bidder and its partner organizations demonstrate a history of success in serving a comparable target group and
    - The extent to which the bidder demonstrates the ability too effectively execute contract management responsibilities.
- **Budget Detail defined as the following:**
    - Clarity and completeness of budget detail
    - Cost per individual and the total allocation sought constitute the most effective use of resources
    - Projected budget effectively and reasonably supports the proposed program

<b>Program Design</b>	<b>25 points</b>
<b>Outcomes</b>	<b>25 points</b>
<b>Collaboration/Sustainability</b>	<b>20 points</b>
<b>Demonstrated Capability</b>	<b>15 points</b>
<b>Budget Detail</b>	<b>15 points</b>
<b>Total</b>	<b>100 points</b>

A contractor may not be recommended for funding, regardless of the merits of the proposal submitted, if they have a history of contract non-compliance with the Private Industry Council, WIB or other funding source. In addition, poor past or current contract performance with the Private Industry Council, WIB or other funding source may effect recommendations of rewards. The WIB reserves the right to stipulate special terms regarding the area of concern that will become part of the final contract.

*Exhibit F*

**Contract Terms Conditions/Assurances and Certifications**

**Terms and Conditions Of Agreements Between  
The Cayuga Cortland WIA  
And Training/Services Agencies Funded Under  
The Workforce Investment Act**

**A. Purpose**

The agreement and the Federal funds provided under the Workforce Investment Act (WIA) of 1998 are made available for activities described in the attached Basic Agreement.

**B. Scope and Statement of Work**

The Training/Service provider (hereinafter referred to as the "Subcontractor") shall perform those activities described in the Basic Agreement within the period indicated. All such agencies hereby agree to comply with statutory requirements of the Workforce Investment Act, and its Rules and Regulations, as well as all other applicable State and Federal laws and local policies. This shall include specific provisions under Federal Management Circular (FMC) 74-4.

**C. Spending Limitations**

The amount of funds provided under this agreement shall not exceed the total obligation indicated in the Basic Agreement unless such amount is increased or decreased subsequently as a result of a Basic agreement modification.

Funds received under this agreement will not be used to aid or promote any political or religious activity. Such funds shall be further restricted from directly or indirectly benefiting any elected or appointed government official. Such determination shall be made by the WIB Administrative Entity.

Any obligation incurred which is in excess of the total obligation shall be the responsibility of the Subcontractor. This agreement shall commit funds only to the extent of monies available and it must be further recognized and accepted that all funding is contingent on the availability of Federal funds and continued Federal authorization for program activities and is subject to amendment or termination due to lack of funds or authorization.

#### **D. Excess Payments**

If the total amount of payments due to the subcontractor is less than the total already paid, resulting in an overpayment, the excess shall be returned to the WIB Grant Recipient or its agent.

#### **E. Program Modification/Revision**

The subcontractor shall request prior approval promptly for modification to agreements whenever there is a change in the scope or objective of the Basic Agreement or whenever there is a change in funding level. The subcontractor shall prepare and submit Basic Agreement modification in accordance with the requirements established by the Cayuga-Cortland WIB Administrative Entity and the Instructions for the Basic Agreement. The WIB Administrative Entity may request a modification of the Basic Agreement when the subcontractor is unable to carry out the Basic Agreement as submitted and approved.

#### **F. Payment**

The subcontractor agrees that payments are predicated upon properly documented proofs of expenses and performance delivered by the subcontractor in accordance with the payment schedule attached hereto and made a part of this subcontract. The subcontractor agrees to submit such proofs for payment on the date(s) specified in the payment schedule unless otherwise provided in this subcontract. Subcontractor understands that participant related progress payment requests will be honored only when correctly completed, received in accordance with time constraints of this subcontract and when participant data has been previously entered into the contractors MIS system according to the participant reporting requirements established by the State.

All payments for performance rendered under this subcontract are subject to audit. The subcontractor shall assume liability for repayment of funds disbursed where such disbursement is subsequently determined to be improper and/or unauthorized. Repayment of such funds shall occur within thirty (30) calendar days of notification of discovery unless a written alternative schedule for such repayment has been approved by the contractor. Contractor reserves the right to withhold funds to prior improper or unauthorized disbursements. Subcontractor shall repay to contractor funds found to have been paid for the same services from other than WIA funds. In the case of duplicate payments, the contractor reserves the right to recover in part or in whole any and all payments to subcontractor. All funds unearned and unexpended in the performance of this subcontract revert to the contractor. {Reference Sec. 164 (E)(1)}.

#### **G. Records and Accounts**

The subcontractor shall provide for the maintenance of such documents, records and accounts and shall submit such reports as are required to assure a proper accounting for Basic Agreement activities and funds. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the WIB Grant Recipient to determine costs for other

operations or Basic Agreements. Such accounting standards and practices shall be subject to the approval of the Comptroller of the State of New York.

In cases where provision of training is questioned by audit investigation from consideration as appropriate for unit based payments, records which may serve as a basis for payments for incurred costs and allow for categorization of such costs, in accordance with the established rules and regulations, must be maintained by the subcontractor.

The subcontractor, County Subgrantees, and the WIB Grant recipient and Administrative Entity shall retain and make available any and all subcontract records to representatives of the New York State Department of Labor, State Comptroller, United States Department of Labor, and the Comptroller General of the United States for inspection, audit, or transcription for a period of three (3) years from data of obligation of funds. Suitable microfilm or photographically occupied records may be substituted in lieu of the original document(s).

If, prior to expiration of the 3-year retention period any litigation or audit is begun or claim is instituted involving the contract covered by the records, such records shall be retained and made available to the above-mentioned parties beyond the three year period, until one (1) year after the litigation, audit findings, or claim involving the records has been resolved.

## **H. Disputes**

Except as otherwise provided in this agreement, any dispute shall be decided in accordance with the grievance procedures established for the WIB Administrative Entity in the approved plan.

## **I. Termination of Grant**

1. Either party may request termination for convenience by notifying the other by certified mail, return receipt requested, of its intention to terminate the Agreement no less than ten (10) calendar days prior to the effective date of such termination.
2. WIB Administrative Entity may terminate this agreement in whole, or in part, at any time upon the request of the Local WIB and/or a County subgrantee, at any time before the completion of the Basic Agreement. In order for this action to be taken a determination will be made that projected goals cannot be met or that there has been a violation of specific provisions of the Workforce Investment Act, the applicable regulations, the terms and conditions of this agreement, or any other Federal, State, or local law.

The WIB Administrative Entity shall send a notice of pending termination to the subcontractor which specifies the conditions and reasons for the proposed termination and the date such termination will become effective. The subcontractor may respond in accordance with the grievance procedures established for use within the WIB, or by documenting the implementation requested corrective action within ten days of receipt of notice of pending termination. If termination is required, the subcontractor shall immediately:

- a. Discontinue further commitment of funds relating to the terminated portion of the agreement;
- b. Cancel all other subcontracts utilizing funds under this agreement relating to the terminated portion of the agreement;
- c. Settle all outstanding liabilities and claims arising from such action in accordance with legally established fiscal standards; and
- d. Within 30 days of the termination a settlement report must be submitted providing for the closeout of all fiscal activities related to the terminated portion of the agreement. Final closeout must be completed within three (3) months of the termination including submission of final voucher.

#### **J. Excusable Delays**

This Agreement shall not be terminated if failure to perform from causes beyond the control and without the fault or negligence of the subcontractor.

In such cases the subcontractor shall ascertain the reasons and extent of any failure to perform and report them in writing to the WIB Administrative Entity. Any failure deemed by the WIB Administrative Entity to be the fault of the subcontractor as described in "I." above may still result in termination of grant.

#### **K. Participant Benefits**

The subcontractor shall provide health and/or accident or Worker's Compensation coverage, or other similar insurance, for all trainees enrolled. Such coverage may not diminish any mandated coverage established by law and will at a minimum provide coverage for training related injuries.

The subcontractor further agrees to provide other benefits to participants of this Basic Agreement as may be extended and available to trainees under other programs, which are being conducted by the subcontractor unless otherwise approved as a part of the Basic Agreement.

#### **L. Program Income**

The subcontractor shall report all income (including interest) earned in the conduct of activities related to the Basic Agreement to the WIB Grant Recipient unless otherwise provided in the Basic Agreement. The subcontractor shall report and return all income (including interest) earned in the conduct of activities related to the Basic Agreement to the WIB Grant recipient no later than thirty (30) calendar days after it is earned. The report must state the source of the income, the amount of the income, and the amount attributed to interest as applicable.

## **M. Equipment Procurement**

For the purpose of this section, equipment shall be defined as any non-perishable item with a useful life of six (6) months or more, a per unit purchase cost of fifty dollars (\$50) or more. The subcontractor shall request prior approval for the acquisition of equipment intended for Basic Agreement purposes. The subcontractor shall list the items of equipment required with a cost estimate. A release must be obtained from the WIB Grant Recipient to proceed with such acquisition. If an item of equipment listed by the subcontractor is available, as surplus to the New York State Labor Department, the Grant Recipient will assist the subcontractor in procuring such equipment.

Title to all equipment purchased with WIA funds under this agreement shall be vested in the WIB Grant Recipient or the New York State Labor Department. Accounting for such equipment shall be the responsibility of the subcontractor.

## **N. Disclaimer of Liability**

The subcontractors shall hold and save harmless the WIB Grant Recipient Administrative Entity, County Subgrantees, Workforce Investment Board, as well as the State and Federal Government, their officers, agents, and employees from liability of any nature. All expenses, incurred as a result of any suits or damages, sustained by persons or to property which results from the neglect, performance or omission of any employee, agent or representative of the subcontractor, shall be the responsibility of the subcontractor.

## **O. Access to Records**

It is agreed that the Workforce Investment Board Grant Recipient and or Administrative Entity will have access to all information the program operator compiles concerning a WIA participant and that copies of this information will be tendered to the Cortland County Department of Employment and Training Grant Administration. Pursuant to the source of funds from the Workforce Investment Act, State and Federal regulations require that access be granted to the U.S. Controller General, Secretary of Labor and/or their designated agents. The program operator shall provide to the Agency copies of all grades of WIA participants during the life of this Agreement.

## **P. Conflict of Interest and Nepotism**

No person will be hired into an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's family is engaged in an administrative capacity for the Grantee or subgrantee.

The subgrantee will not select, reflect, or promote a participant based on that individual's political affiliation or beliefs, or as a reward for political services or as a form of political patronage; further, the subgrantee recognizes and assures that no program under the Act may involve political activities.

## **Q. Third Party Contracting**

The subgrantee agrees not to sublet, assign, transfer, convey, or otherwise dispose of this subgrant or any right, title, obligation or interest it may have therein to any third party without written prior notification of such intent to the grantee which includes full disclosure of particulars and special assurances that such third party shall comply with all provisions of governing laws, the terms and conditions of this subgrant, State of New York Policies and U. S. Department of Labor Regulations pursuant to the Act. The subgrantee shall maintain full liability for any third party actions and shall hold harmless the Grantee and the State of New York from actions of any third party. Failure to inform the Grantee of the intent to involve third party action shall relieve the grantee and the State of New York of any and all liability and may result in initiation of procedures to terminate the subgrant.

## **R. Release of Information**

Subgrantee shall secure prior written authorization before releasing information relating to matters under this subgrant. The request for authorization to release information shall specify the nature, scope, intent and purpose of the release.

## **S. Property**

All property furnished to the subgrantee through this subgrant for use in connection with programs funded under this subgrant shall be returned to the grantee within thirty (30) calendar days of the date of termination unless otherwise provided.

## **T. Acknowledgment of Funding Source**

The subcontractor shall give credit to the Cayuga-Cortland Workforce Investment Board as the funding source, in all oral presentations, written documents, publicity and advertisements regarding any activities, which issue from this subcontract.

## **U. Copyright, Patents and Rights In Data**

The WIB Administrative Entity has unlimited rights to any copyrighted or copyrightable patents and patentable and rights in data material that was produced with WIA funds.

## ASSURANCES AND CERTIFICATIONS

The subcontractor assures that it will fully comply with the requirements of the Workforce Investment Act, all Federal regulations issued pursuant to the Act, and with the Cayuga-Cortland WIA Plan, as approved by the Governor of the State of New York.

1. The subcontractor, in operating programs funded under the WIA assures that it will administer its programs under the Cayuga-Cortland WIA Plan in full compliance with safeguards against fraud and abuse as set forth in the WIA regulations; that no portions of its WIA programs will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap, AIDS/HIV related medication conditions or political affiliation or belief; that it will target employment and training services to those most in need of them.
2. Each WIA Training Agency using WIA funds will be responsible for the expenditure of these funds and will have responsibility to take action against its subcontractors, and other recipients to eliminate abuses in the programs they are carrying out, and to prevent any misuse of funds by the subcontractors and other recipients.
3. No jobs will be created for participants in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
4. No funds provided under this Act will be used to assist, promote, or deter union organizing. Where a labor organization represents a substantial number of employees who are engaged in similar work or training in the same area as that proposed to be funded under this Act, an opportunity will be provided for such organization to submit comments with respect to such Basic Agreement.
5. WIA participants may not displace currently employed workers (including partial displacement such as a reduction in the hours of non-overtime work, wages or, employment benefits). Therefore WIA participants may not be employed in the following:
  - a. \*\*\*when other individuals are on layoff from the same or substantially equivalent job in the employer's organization;
  - b. \*\*\*when the employer has terminated any regular employee or other wise reduced its workforce with the intention of filling the vacancy with a WIA subsidized participant;
  - c. \*\*\*or, when the job created for the WIA participant infringes upon the promotional opportunities of current employees.
6. All laborers and mechanics employed by subcontractors in any construction, alteration or repair, including painting and decorating of projects, buildings, and works which are Federally assisted under this Act, will be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the secretary in accordance with the Act of March 3, 1921 (40 U.S.C. 276a - 276a-5), popularly known as the Davis-Bacon Act.

The provisions of this subsection will not apply to a bona fide trainee in a training program under WIA. The provisions of section 167 (a)(4) of the Act will apply to such trainees.

7. The subcontractor must provide assurance that participants engaged in employment and training activities have been apprised: of the subcontractors grievance procedures including the name of the designated person who shall handle all grievances from participants, applicants or other interested parties which relate to the conduct of this proposal; as well as assurance that the grievance procedure provides for, upon request by the complainant, a review by the WIB and the governor of the subcontractors decision if necessary [R & R 629.53 (c)]. Subcontractors who do not have an established grievance system must assure the WIB Grant Recipient/Administrative Entity that the WIB grievance system will be utilized as attached. Participants will be made aware of the latter procedure by the county Offices of Employment and Training at time of program intake.
8. All subcontractors shall make an assurance that working conditions comply with safety standards as specified in the Occupational Safety and Health Act of 1970 as well as any additional applicable state and federal safety standards.
9. No participant enrolled under this subcontract may be employed in the construction, operation or maintenance of such part of any facility used for secretarian instruction or as a place of religious worship. Such participants may also not engage in prohibited partisan political activities.
10. No participants enrolled under this subcontract shall receive payments for training activities in which the participant fails to participate without good cause.