

CITY OF SAVANNAH
WorkSource Coastal
WIOA SUBAWARD: # 2016-ROSS-OS-01-02

DEPARTMENTAL ADMINISTRATIVE INFORMATION:

Service Provider: Ross Innovative Employment Solutions, Corp.

Type of SUBAWARD:

_____ Expense X Cost Reimbursement
_____ Revenue _____ Fixed Price
_____ Non Financial

SUBAWARD Period: from 7/1/2016 to 6/30/2017

Nonprofit Organization: Yes X No

SUBAWARD Amount: \$325,000 **Funding Source(s):** Workforce Innovation and Opportunity Act
CFDA: # 17.258 - A
 # 17.278- DW

SUBAWARD Purpose/Service: One-Stop Operator

DUNS: 080034462

EIN: 47-4926893

Indirect Cost Rate: 10% de minimis

Contact Person: Shawn Brenner, Chief Executive Officer

Mailing Address: 300 South Riverside, Suite I
St. Clair, MI 48079

Telephone #: 810-326-1510

Fax #: 810-326-4460

E-Mail Address: SBrenner@rossprov.com

SECTION I

PARA #1-1 SUBAWARD BETWEEN:

This **AGREEMENT** is made as of July 1, 2016 and entered into in Savannah, Chatham County, State of Georgia, between the CITY OF SAVANNAH, acting for and on behalf of the **WorkSource Coastal/Development Board**, hereinafter referred to as the **DEPARTMENT** and the ROSS INNOVATIVE EMPLOYMENT SOLUTIONS, CORPORATION, a for-profit agency, organized under the laws of the State of Delaware, and legally empowered to contract pursuant to, and herein after referred to as the **SUB-RECIPIENT**, Federal ID Number 47-4926893.

The **DEPARTMENT** has been designated as the Grant Recipient and Administrative Entity for Workforce Innovation and Opportunity Act (WIOA) of 2014 employment and training grants for Workforce Delivery Area (WDA 12) to provide job training programs within the ten counties of Bryan, Bulloch, Camden, Chatham, Effingham, Glynn, Liberty, Long, McIntosh and Screven.

Specifically this contract and all One-Stop Delivery services will be applicable to the following **SUB-RECIPIENT Career/Job Centers**: Brunswick, Effingham, Hinesville, Kings Bay, Savannah, Screven and Statesboro.

Nothing contained in this contract shall be construed to constitute the **SUB-RECIPIENT** or any of its employees, agents, or subcontractors as a partner, employee, or agent of the **DEPARTMENT**, nor shall either party to this contract have any authority to bind the other in any respect.

PARA #1-2 PERIOD OF SUBAWARD:

This contract has an effective date of **July 1, 2016**, and shall terminate on **June 30, 2017** and has a one year renewal option, which may be executed through formal written notification.

PARA #1-3 DEPARTMENT AND SUB-RECIPIENT AGREEMENTS:

WITNESSETH:

WHEREAS, the **DEPARTMENT** has been procured as Grant Recipient and Administrative Entity for funds allocated to the WorkSource Coastal (WSC) Delivery System Area under Title I, II, III and IV of the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128);

WHEREAS, the **CITY OF SAVANNAH** has been designated as Grant Recipient and WorkSource Coastal has been designated as the Administrative Entity for funds allocated to Service Delivery Area 12, under the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128), the Economic Dislocated and Worker Adjustment Assistance Act (EDWAA, Public Law 100-418), to provide employment and training programs authorized by the Local Workforce Development Board (hereinafter called the "LWDB").

WHEREAS, the **DEPARTMENT** has a need for and desires the services of Ross Innovative Employment Solutions Corporation: Career/Job Centers: Brunswick, Effingham, Hinesville, Kings Bay, Savannah, Screven and Statesboro;

WHEREAS, the **SUB-RECIPIENT** has represented to the **DEPARTMENT** that it desires to provide these services;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as attached PART FOUR, "Statement of Work".

A. MAILING ADDRESSES:

The mailing addresses, telephone and FAX numbers listed below for the **DEPARTMENT** and the **SUB-RECIPIENT** may be changed during the term of this contract by written notification to the other party by the **DEPARTMENT** or by the **SUB-RECIPIENT**.

1. The **DEPARTMENT'S** mailing address, telephone number, FAX number and E-mail address for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

City of Savannah
WorkSource Coastal
601 E. 66th Street--Suite # 201
Savannah, Georgia 31405
Telephone: (912) 351-6381
Fax: (912) 525-1622
E-mail: smorgan@savannahga.gov

The **SUB-RECIPIENT'S** mailing address, telephone number, FAX number and E-mail address for correspondence, reports, and other matters relative to this contract are:

Ross Innovative Employment Solutions, Corp.
Shawn Brenner, Chief Executive Officer
300 South Riverside, Suite I
St. Clair, MI 48079
(810) 326-1510 (Office)
(810) 326-4460 (Fax)
E-Mail Address: SBrenner@rossprov.com

B. COST

The total reimbursement costs of the **AGREEMENT** shall not exceed **\$325,000** without a written amendment, agreed to and executed by both parties, as provided in this contract agreement.

C. FUNDING

SUB-RECIPIENT agrees to operate this project under this cost reimbursement contract agreement. The **DEPARTMENT** agrees to provide funding to the **SUB-RECIPIENT** in an amount not to exceed the amount as mentioned above. The budget is herein attached as **PART FIVE**.

1. The **DEPARTMENT** reserves the right to adjust costs associated with this contract and any modifications to this contract should it be determined that cost data during negotiations were not accurate, complete, or current.
2. Funds awarded under this **SUBAWARD** or any Amendment to this **SUBAWARD** shall also be limited to:
 - a. The operation of the program described and in accordance with the terms and conditions set forth herein;
 - b. The period for performance as stipulated in the introductory clause of this **SUBAWARD** or as it is amended.
 - c. Any unspent funds at the end of the period of performance may be reappropriated for the next contract term at the discretion of the **DEPARTMENT DIRECTOR** with **CWDB** and **City Council** approval.

D. AVAILABILITY OF FUNDS

The **SUB-RECIPIENT** acknowledges that all funding for this **SUBAWARD** is contingent upon availability of funds to the **DEPARTMENT** from the State of Georgia under authorization of the Workforce Innovation and Opportunity Act of 2014. The **SUB-RECIPIENT** acknowledges its awareness that funds may be suspended or terminated if the **SUB-RECIPIENT** refuses to accept any additional or revised conditions required by the **DEPARTMENT**, the State of Georgia, or the U.S. Department of Labor.

E. RENEWALS

This contract may be renewed for up to one year upon evaluation of performance and adherence to all terms of the contract.

F. LEGAL AUTHORITY

The **SUB-RECIPIENT** assures that it possesses the legal authority to enter into this **SUBAWARD**. Further, that its governing body has authorized the signatory officials to enter into this **SUBAWARD** and bind the **SUB-RECIPIENT** agency to the terms of this **SUBAWARD** and any subsequent amendments hereto.

G. SUB-RECIPIENT

The **SUB-RECIPIENT** agrees that it is an established contractor and no provision of this **SUBAWARD** shall be construed as creating an agency or employment relationship between the **SUB-RECIPIENT** or **SUB-RECIPIENT'S** employees and the **DEPARTMENT**. No provision of this **SUBAWARD**, act of **SUB-RECIPIENT** in the performance of this **SUBAWARD**, or act of the **DEPARTMENT** in the performance of this **SUBAWARD** shall be construed as making the **SUB-RECIPIENT** the agent, servant, or employee of the **DEPARTMENT**. Employees of the **SUB-RECIPIENT** are not employees of the **DEPARTMENT** since:

1. Employees are subject to exclusive control and supervision of **SUB-RECIPIENT**; and
2. **SUB-RECIPIENT** is solely responsible for employee payrolls and claims arising there from.

H. APPLICABLE LAWS AND REGULATIONS:

The **SUB-RECIPIENT** agrees to conduct any and all activities under this **SUBAWARD** in accordance with the Workforce Innovation and Opportunity Act of 2014, (P.L. 113-128), including all amendments made from time to time and any and all applicable federal, state, and local laws, regulations, policies and procedures upon implementation of said Act on July 1, 2015. The **SUB-RECIPIENT** further assures it will comply with any changes, revisions, clarifications, and amendments to the Act and /or related applicable federal, state, and local regulations as identified above. Such changes shall unilaterally amend this agreement as if written herein in their entirety and become effective upon receipt by the **SUB-RECIPIENT**.

1. **SUB-RECIPIENT** shall notify the **DEPARTMENT** in writing within thirty (30) days of such receipt if it cannot comply or meet any or all of the obligations placed upon it by terms of this Agreement and unilateral modifications. The **DEPARTMENT** shall make reasonable efforts to provide technical assistance, upon **SUB-RECIPIENT** request, however such efforts shall not release the **SUB-RECIPIENT** from meeting its contractual obligations under this agreement and/or modifications.

I. BOND:

The **SUB-RECIPIENT** shall be required to post a fidelity bond which covers every officer, director, agent, or employee authorized to act on behalf of the **SUB-RECIPIENT** in receiving or depositing funds in to program accounts, or in issuing financial documents, checks, or other negotiable instruments of payment for program costs in order to protect against loss. Proof of the fidelity bond must be presented to the **DEPARTMENT** and is deemed acceptable if:

1. **SUB-RECIPIENT'S** administrative system provides for fidelity bonds whose existing coverage is \$100,000 or an amount equal to the highest advance planned for the present grant or contract period, or;

2. **SUB-RECIPIENT** provides fidelity coverage of at least the total amount of this contract (if less than \$100,000) to satisfy the requirement.

J. STATEMENT OF WORK

The **SUB-RECIPIENT** will provide specific services and activities as further described in a separate Work Statement, herein attached as **PART FOUR**. The Statement of Work will also include the levels of outreach and community involvement are increased and documented; and, reporting in the Georgia Workforce Participant Portal Virtual One Stop (VOS) will be timely.

K. STAFF RESPONSIBILITIES

The **SUB-RECIPIENT** agrees that contract staff will attend Coastal Workforce Development Board (CWBD), Youth Committee, staff meetings and training sessions conducted by the **DEPARTMENT** as determined necessary for fulfilling the contract obligations.

L. STAFF QUALIFICATIONS

The **SUB-RECIPIENT** agrees all staff that work with youth will have the necessary background checks to work with youth under age 18 as authorized by the Official Code of Georgia Annotated (OCGA) §49-5-111). Documentation will be retained by the **SUB-RECIPIENT** and subject to review during the **DEPARTMENT'S** monitoring visits.

M. PERFORMANCE BENCHMARKS

The **SUB-RECIPIENT** agrees to the benchmarks in PART ONE, Attachment A, in regard to enrollment goals; negotiated attainment levels for diplomas/certifications, placement in employment and literacy/numeracy gains; and, expenditure requirements. Profits, where applicable, will be determined by the rate of achievement of each of these measures, as defined in Attachment A. WSC program monitoring staff will conduct on-site and desk review analyses of case notes, support payments, assigned services, follow-up activities and data validation.

N. DATA MANAGEMENT SYSTEM—GEORGIA WORKFORCE PORTAL VIRTUAL ONE STOP (VOS) SYSTEM

The **SUB-RECIPIENT** agrees to provide accurate and timely data entry into the **VOS data management system** or tracking of all activities including follow up of Individuals served by the contract. Data entry dates must agree with the date of eligibility determination of the customer and must continue through assignment and delivery of services until close out of the contract. The **SUB-RECIPIENT** is responsible for meeting all performance requirements of the contract.

O. ACCESS

The **SUB-RECIPIENT** agrees that the state and federal government and the **DEPARTMENT** shall have access to any pertinent participant files, books, documents, papers, and records of the **SUB-RECIPIENT** for the purpose of, 1) making monitoring examinations, excerpts, and transcripts, and 2) periodic monitoring activities conducted by the **DEPARTMENT**. On-site inspection of records may take place with or without notice at any time during normal business hours wherever the records are maintained. Records shall not be removed or destroyed without the written consent of the **DEPARTMENT**.

P. RECORD RETENTION

The **DEPARTMENT** is acknowledged to be the sole owner of all original client records served under this contract, as well as client records from any prior year of contracting between the parties of the contract. The **SUB-RECIPIENT** is responsible for maintaining all original client records for a period of two program years following the program year in which the exit occurred. Upon completion of this retention period, the affected files will be returned to the **DEPARTMENT** within thirty days of the start of a new program year. In the event a new contractor is named for contracted services, the retiring **SUB-RECIPIENT** is responsible for the return of all original client files for this contract period as well as files from any prior period of contracting between the parties of this contract. The retiring **SUB-RECIPIENT** agrees to return all such files within ten working days of the termination of the contract, regardless of the reason for the termination.

The **SUB-RECIPIENT** agrees to organize and maintain all participant files in a format determined by the **DEPARTMENT**. The **SUB-RECIPIENT** further agrees to use all forms for eligibility determination and other required documentation as approved and distributed by the **DEPARTMENT**.

PARA #1-4 ADHERENCE TO CWDB AND WSC POLICIES:

The **SUB-RECIPIENT** agrees to fulfill the responsibilities of this contract to comply with current and future policies adopted by the **CWDB**. Current policies and procedures will be distributed by **WSC** upon execution of this contract and future new and revised policies and procedures within five business days of adoption.

PARA #1-5 COMMUNITY INVOLVEMENT and MARKETING

The **SUB-RECIPIENT** agrees to maintain collaborative relationships with internal and external partners and stakeholders as required by the **WIOA** legislation and, where appropriate, with other organizations and agencies involved in all phases of workforce development.

The **SUB-RECIPIENT** agrees to use the Coastal Workforce Development Board & WorkSource Coastal logo in all marketing publications regarding programs funded by this contract. The **SUB-RECIPIENT** also agrees to submit press releases, media information and related publications to the **DEPARTMENT** for review and approval prior to release to ensure compliance with the WorkSource Georgia Unified Branding Standards, WIG PS-16-002.

PARA #1-6 NONDISCRIMINATION BY SUB-RECIPIENTS:

A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The **SUB-RECIPIENT** agrees to comply with federal and state laws, rules and regulations, and the **DEPARTMENT'S** policy on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, belief or domestic relationship, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.

B. **NONDISCRIMINATION IN THE PROVISION OF WIOA SERVICES**
The **SUB-RECIPIENT** agrees to comply with federal and state laws, rules and regulations, and the **DEPARTMENT'S** policy relative to nondiscrimination in the provision of **WIOA** services because of race, color, religion, sex, national origin, age, disability, political affiliation, belief or domestic relationship. Neither shall any individual be excluded from participation in,

denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the **DEPARTMENT**.

- C. **NONDISCRIMINATION TOWARD PERSONS WITH DISABILITIES:** The **SUB-RECIPIENT** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and Section 188 of both the Workforce Investment Act of 1998 and the Workforce Innovation and Opportunity Act of 2014 regarding prohibition of discriminatory actions based on disabilities, the provision of reasonable accommodations and modifications, maintaining communications and ensuring universal availability/access to WIOA programs for individuals with disabilities. Any other relevant federal and state laws, rules and regulations regarding individuals with disabilities will also apply.

PARA #1-7 CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

- A. The **SUB-RECIPIENT** acknowledges that the Georgia Open Records Act (OCGA Section 50-18-70 et seq.) provides at Section 50-18-70(b) that "public records" of an agency shall open for inspection by citizens of the State of Georgia, and
- B. The **SUB-RECIPIENT** acknowledges that the Georgia Open Records Act (OCGA Section 50-18-70 et seq.) provides at Section 50-18-70(a) that "Records received or maintained by a private person, firm, corporation, or other private entity in the performance of a service or function for or on behalf of an agency, a public agency, or a public office shall be subject to disclosure to the same extent that such records would be subject to disclosure if received or maintained by such agency, public agency, or public office"
- C. The **SUB-RECIPIENT** acknowledges further that the Open Records Act also contains an exception to the general law cited above requiring public disclosure of public records, which exception provides that public records of an agency that are prohibited or specifically exempted from being open to inspection by the general public by order of a court of this state or by law shall not be open to inspection by the general public (O.C.G.A. 50-18-70(b)).
- D. The **SUB-RECIPIENT** acknowledges that the term "public record" is defined in the Open Records Act to mean and shall mean; all documents, papers, letters, tapes, photographs, computer based or generated information, or similar material prepared and maintained or received in the course of the operation of a public office or agency.
- E. The **SUB-RECIPIENT** acknowledges further that certain **DEPARTMENT** records and parts of records, including wage and other information provided by the **DEPARTMENT** under the terms of this agreement are also protected from public disclosure and regulated in their disclosure.
- F. The **SUB-RECIPIENT** acknowledges and agrees that the exception to the Open Records Act rule requiring public access to information, provided at 50-18-70(b), is directly applicable to wage and other information and records provided by the **DEPARTMENT** under the terms of this agreement, and thus, wage and other confidential information and records supplied by the **DEPARTMENT** to the **SUB-RECIPIENT** shall not be released to or shared with any person, except in strict compliance with the provisions of O.C.G.A. 50-18-74 unless the information is exempt from public disclosure provided at 50-18-70(b); similarly, willful and unauthorized release of exempt **DEPARTMENT** information is a crime under the provisions of O.C.G.A. 34-8-125(f). The **SUB-RECIPIENT** agrees to protect private and confidential records that are exempted from being open to public inspection in compliance with the Georgia Open Records Act.

PARA #1-8 CONFLICT OF INTEREST:

- A. The **SUB-RECIPIENT** and the **DEPARTMENT** certify that the provisions of the OCGA Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.
- B. The **SUB-RECIPIENT** agrees, in the performance of Workforce Innovation and Opportunity Act services under this agreement, to abide by all applicable state and federal laws, rules, regulations, and policies, which address codes of conduct and conflict of interest, related to its employees and board members as set forth at WIOA 107 (h), 29 CFR 95.42 or 29 CFR 97.36(b) (3), as appropriate, and 20 CFR 667.200(a) (4).

PARA #1-9 SUBAWARD MODIFICATION/ALTERATION:

- A. No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this contract as an amendment indicating the original contracting parties and the original effective date of the contract and the paragraph(s) being modified or superseded and executed with the same formality as this agreement, except as stated in subparagraph B and C immediately below.
- B. In the event that sources or reimbursement for services under this contract are reduced during the term of this contract, the **DEPARTMENT** has the absolute right to make financial and other adjustments to this contract and to notify the **SUB-RECIPIENT** accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the contract. The certification by the Mayor of Savannah or his designee of the **DEPARTMENT** of the occurrence of the reductions stated above shall be conclusive.
- C. The contract may be modified unilaterally and immediately by the **DEPARTMENT** to correct minor errors, discrepancies, or changes in legislation, rules, or regulations. The **DEPARTMENT** may adjust budget line items and transfer funds among cost categories and funding titles at the request of the **SUB-RECIPIENT** and in accordance with applicable Department contract policy. The **DEPARTMENT** may also extend the period of performance to allow carry-over participants to complete an activity and/or to complete the scope of services to be provided under this agreement. Approval of such requests will be through written correspondence.
- D. The **DEPARTMENT** may grant waivers in writing, under exceptional circumstances, for requirements contained in the Work Statement attached as an exhibit to this agreement.

PARA #1-10 SUBAWARD MONITORING:

The **SUB-RECIPIENT** understands that according to the general programmatic and fiscal requirements of WIOA 20 CFR 683.400, the **DEPARTMENT** will periodically conduct a performance and program review to evaluate, monitor and record **SUB-RECIPIENT'S** performance. The review will be conducted at least annually announced and/or unannounced. The scope of the review by the **DEPARTMENT** is to evaluate the on-going performance and program operations; and to achieve best results depending on the **SUB-RECIPIENT'S** Statement of Work and nature of the contract. As a result of the review, if necessary, the **DEPARTMENT** will request the **SUB-RECIPIENT** take appropriate corrective and follow-up actions to prevent recurrence and improve program management to sustain acceptable performance.

PARA #1-11 TERMINATION- DEPARTMENT'S RIGHT TO SUSPEND SUBAWARD:

The **DEPARTMENT**, in the exercise of its discretion and under its obligation to protect public funds, may terminate this **SUBAWARD** for cause (over \$10,000) at any time, without prior notice or warning effective immediately upon receipt by the **SUB-RECIPIENT** of a notice of termination for cause. The **DEPARTMENT** shall promptly notify the contractor in writing of the termination and the reasons for termination, together with the effective date. Notice of termination may specify a later date, but provisions of a later date shall not relieve the **SUB-RECIPIENT** of ultimate liability for any funds later determined to be unallowable.

Either the **DEPARTMENT** or the **SUB-RECIPIENT** may terminate this **SUBAWARD**, without cause, for its convenience, by providing a minimum of thirty (30) days written notice thereof to the other party. **SUB-RECIPIENT** will be entitled to receive compensation for services performed in accordance with conditions as set forth herein through the date of termination. However, the **DEPARTMENT** shall not be liable for any expenses incurred by the **SUB-RECIPIENT** after the effective date of termination of the **SUBAWARD**. Failure to supply additional funding shall not be considered a form of termination. No activity for which payment is claimed shall be undertaken after the date of termination, which shall be in all other respects considered as the date of completion of the period of performance.

- A. Due to non-availability of funds. Notwithstanding any other provision of this contract, in the event that sources of reimbursement for services under this contract no longer exist or in the event the sum of all obligations of the **DEPARTMENT** incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the **DEPARTMENT**. The certification by the Mayor of the City of Savannah or his designee of the **DEPARTMENT** of the occurrence of either of the events stated above shall be conclusive.
- B. Suspension. The **DEPARTMENT** reserves the right to suspend this contract in whole or in part if the **SUB-RECIPIENT** is failing to comply substantially with the terms of this contract, to provide the quality of the service required, or to meet the specified completion schedule of its duties under this contract. Should the **DEPARTMENT** exercise its right to suspend this contract under the provisions of this paragraph, the suspension shall be accomplished by notice in writing and specify the reason, suspension date, required corrective action for reinstatement, action to be taken on behalf of active WIOA participants, and financial obligations of the **DEPARTMENT**. The written notice of suspension must be mailed or delivered to the address in this contract or to the last known subsequent address.

Written notice shall be hand delivered or mailed to the **SUB-RECIPIENT** at the above address or such address as shall be supplied in writing to the **DEPARTMENT** by the **SUB-RECIPIENT**. If at any time the Georgia Department of Economic Development—Workforce Division, without advance notice, cancels, fails to fund or otherwise terminates or negates the grant through which this **SUBAWARD** is funded, cancellation of this **SUBAWARD** shall be immediate.

Upon termination of this **SUBAWARD**, the **SUB-RECIPIENT** must settle any outstanding expenses and must submit a final invoice within 45 days of receipt of the termination and shall cancel any outstanding obligations. Failure of the **SUB-RECIPIENT** to submit a final invoice within 45 days of receipt of termination notice constitutes a complete waiver by the **SUB-RECIPIENT** of any and all claims against

the **DEPARTMENT** for payment of the invoice. The **DEPARTMENT** reserves the right to offset and recoup from any such invoice any funds owing to the **DEPARTMENT**.

The **SUB-RECIPIENT**, upon final payment of amounts due under this **SUBAWARD**, less any credits, refunds, or rebates due to the **DEPARTMENT**, hereby releases and discharges the **DEPARTMENT** from any financial claims arising from this **SUBAWARD**.

A. SEVERABILITY

All parties agree that should any provision of this **SUBAWARD** be determined to be invalid or unenforceable, such determination shall not affect any or all of the other terms and provisions of this **SUBAWARD** which shall continue in force and effect.

B. WRITTEN NOTIFICATION OF LEGAL ACTIONS

The **SUB-RECIPIENT** shall notify the **DEPARTMENT** in writing within seventy-two (72) hours of any actions or suits filed, and of any claims made against the **DEPARTMENT**, the **SUB-RECIPIENT**, or any of the parties involved in the implementation, administration, and operation of the programs funded under this **SUBAWARD**. With the exception of grievances, alleging fraud or any criminal activity, the filing of a grievance must be made within one year of alleged occurrence.

PARA #1-12 ACCESS TO RECORDS, RECORDS RETENTION AND INVESTIGATION:

- A. The state and federal government and the **DEPARTMENT** shall have access to any pertinent books, documents, papers, and records of the **SUB-RECIPIENT** for the purpose of making audit examinations, excerpts, and transcripts. **SUB-RECIPIENT** record retention requirements are three years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. On-site inspection of records may take place with or without notice at any time during normal business hours wherever the records are maintained. Records shall not be removed or destroyed without the written consent of CWDB.
- B. The **SUB-RECIPIENT** agrees to dispose of documents containing private and confidential **DEPARTMENT** information by shredding.
- C. The **SUB-RECIPIENT** agrees that the City of Savannah's Mayor or his designee has full authority to investigate any allegation of misconduct in performance of duties arising from the contract made against an employee of the **SUB-RECIPIENT**. The **SUB-RECIPIENT** agrees to cooperate fully in such investigations by providing the **DEPARTMENT** full access to its records and by allowing its employees to be interviewed during such investigations.

PARA #1-13 INDEMNIFICATION/HOLD HARMLESS CLAUSE:

The **SUB-RECIPIENT** is insured under Aon Risk Services against employer liability and tort claims, including comprehensive automobile liability, in the amount of one million (\$1,000,000) per person and three million (\$5,000,000) per occurrence; the **SUB-**

RECIPIENT maintains workers' compensation insurance through the _AOS-WLRC48151176.

The **SUB-RECIPIENT** agrees to indemnify and hold harmless the **DEPARTMENT** and the **LWDB** against any direct liability, direct loss, damages, costs, or expenses (to include personal injury and property damage) which it may hereafter incur, suffer, or be required to pay by reason of any error, or omission, misfeasance, or through the negligent or willful conduct of the **SUB-RECIPIENT** or its employees or of any subcontractor of the **SUB-RECIPIENT**. Consequently, the **SUB-RECIPIENT** accepts liability for aspects of the program it conducts as described within the statement of work of this contract including the repayment of disallowed costs for the portions of work for which the **SUB-RECIPIENT** is directly responsible.

PARA #1-14 CONSULTANT/STUDY SUBAWARD:

- A. The **SUB-RECIPIENT** agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this contract until such time as the information has been provided to the **DEPARTMENT**.
- B. The **SUB-RECIPIENT** further agrees that any research, study, review, or analysis of the clients served under this contract by any outside individual or organization must be reviewed and approved by the **DEPARTMENT**. The research must be reviewed and approved in writing by the **DEPARTMENT**.

PARA #1-15 INTANGIBLE PROPERTY, INVENTIONS, PATENTS AND COPYRIGHTS:

- A. Inventions and patents. The **SUB-RECIPIENT** agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the **DEPARTMENT**. The **DEPARTMENT** shall determine whether protection of the invention or discovery shall be sought. The **DEPARTMENT** will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.
- B. Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the **DEPARTMENT** is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the federal agency and the **DEPARTMENT** shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government and departmental purposes.

PARA #1-16 PROPERTY MANAGEMENT REQUIREMENTS:

- A. The **SUB-RECIPIENT** agrees that all non-expendable personal property with a fair market value of 5,000 or more purchased, in total or in part, with funds received from the **DEPARTMENT** during the term of this contract and all previous contracts is the property of the State of Georgia and the **DEPARTMENT** and is subject to the rules and regulations of the **DEPARTMENT** throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the **DEPARTMENT**.
- B. The **SUB-RECIPIENT** agrees to adhere to all policies and procedures as promulgated by the Georgia Department of Economic Development—Workforce Division (GDEcD—WFD), and which are by reference made a part of this contract. The **SUB-RECIPIENT** understands

that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed. The **SUB-RECIPIENT** further agrees to provide the equivalent insurance coverage for real property and equipment acquired with contract funds as provided to property owned by the contractor.

- C. In the event that this contract is terminated prior to expiration or is not renewed, the **SUB-RECIPIENT** agrees to properly dispose of all state property in accordance with **Georgia Department of Economic Development—Workforce Division (GDEcD—WFD)** procedures.

PARA #1-17 MISCELLANEOUS PROVISIONS

A. **LAWS APPLICABLE**

The **SUB-RECIPIENT** will comply with all applicable federal, state and local laws, rules and regulations that deal with or relate to the employment of persons who perform work under this **AGREEMENT**. This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia, without application of conflicts of law principles.

B. **COVENANT AGAINST CONTINGENT FEES:**

As an inducement to the **DEPARTMENT** to enter into this **AGREEMENT**, the **SUB-RECIPIENT** warrants that no person or selling agency has been employed or retained to solicit or secure this **AGREEMENT** based upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach or violation of this warranty shall constitute grounds for immediate termination of this **AGREEMENT**. Liquidated damages for such breach are established as an amount equal to all funds previously paid to the **SUB-RECIPIENT** under this **AGREEMENT**.

C. **PROHIBITION AGAINST ASSIGNMENT AND SUBSUBAWARDING**

The **SUB-RECIPIENT** may not assign or subcontract any work to be performed under this **AGREEMENT** unless specifically authorized by this contract or otherwise in writing by the **DEPARTMENT**.

D. **QUARTERLY MEETING REQUIREMENTS**

The **SUB-RECIPIENT** agrees that WIOA funded staff will attend quarterly meetings, and others as determined necessary, with **DEPARTMENT** staff as scheduled by the **DEPARTMENT**.

E. **REPORTING REQUIREMENTS**

The **SUB-RECIPIENT** agrees that each Career/Job Center will submit status reports to the **DEPARTMENT** according to the format and schedule determined by the **DEPARTMENT**.

SECTION II:

Note: Sections II and III below address financial matters that are specific to this

SUBAWARD.

FINANCIAL MANAGEMENT

The SUB-RECIPIENT agrees to abide by PART SIX, the *WorkSource Coastal Financial Procedures for Contractors*, which is hereby included as part of this contract to address e.g., support service payments, contractor payments, allowable and disallowable costs.

PARA #2-1 DEPARTMENT PAYMENT OF SUB-RECIPIENT:

The DEPARTMENT will make payments to the SUB-RECIPIENT based upon reimbursement for approved expenses. Total contract reimbursement for expenses shall not exceed the total cost of this AGREEMENT.

PARA #2-2 INVOICING

The SUB-RECIPIENT will provide the DEPARTMENT with monthly invoices and documentation to support expenditures. Payment will be due upon receipt, providing the SUB-RECIPIENT'S documentation properly supports expenditures and meets appropriate OMB Circular, WIOA regulations and Generally Accepted Accounting Procedures (GAAP) requirements.

PARA #2-3 SUBAWARD BUDGET:

- A. The SUB-RECIPIENT has provided a budget that is attached as PART FOUR "Budget" to this contract and is made a part of this contract.
- B. The SUB-RECIPIENT assures the DEPARTMENT that if services are provided by the SUB-RECIPIENT to other organizations, or to the DEPARTMENT under another agreement, the costs included in the attached budget are not duplicative of those being charged to and reimbursed from other sources. The DEPARTMENT reserves the right to request a cost allocation plan or revised budget plan should the SUB-RECIPIENT'S other agreements influence the costs borne by this agreement and/or should there be a need to verify non-duplication of costs charged and reimbursed.

PARA #2-4 ALLOWABLE/DISALLOWABLE COSTS:

The SUB-RECIPIENT assures the DEPARTMENT that the CONTRACTOR will adhere to the requirements enumerated in PART SIX, page 4 of this contract.

SECTION III:

PARA #3-1 AUDITS OF STATES, LOCAL GOVERNMENTS AND NONPROFIT ORGANIZATIONS:

SUB-RECIPIENT must agree to maintain an auditable fiscal system and to submit, within one-hundred eighty (180) days of the close of its fiscal year, the most recent financial and compliance audit to WorkSource Coastal, in accordance with the General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federal Assisted Programs and the Single Audit Act of 1984, the Single Audit Act Amendments of 1996, and any compliance supplements approved by OMB, and generally accepted auditing standards established by the American Institute of Certified Public Accountants.

Local governments and institutions of higher education and other non-federal organizations that expend \$750,000 or more in total Federal funds must have an annual audit conducted in accordance with OMB Uniform Guidance, 2 CFR 200.501 Part (formerly Circular A-133). A Non-Federal entity that expend less than \$750,000 in Federal funds the during the entity's fiscal year is exempt from Federal audit requirements for that year, except as noted in section 200.503, but must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

For grant funds received by City of Savannah/WSC prior to December 26, 2014, State, Local and Nonprofit Organization **SUB-RECIPIENTS** that expend \$500,000 or more in federal funds during their fiscal year agree to have an audit conducted for the year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Pub. L 104-156) and their implementing regulation, OMB Circular A-133 entitled, "Audits of States, Local Governments, and Nonprofit Organizations."

State, Local Governments and Nonprofit Organization **SUB-RECIPIENTS** expending \$100,000 or more in state funds during their fiscal year agree to have an entity-wide audit conducted for that year in accordance with Generally Accepted Auditing Standards.

State, Local Governments and Nonprofit Organization **SUB-RECIPIENTS** expending less than \$100,000 in state funds during their fiscal year agree to prepare unaudited entity-wide financial statements for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official.

State, Local Governments and Nonprofit Organization **SUB-RECIPIENTS** further agree to submit the required audit or financial statements in the quantities set forth below, within 180 days after the close of the Nonprofit Organizations fiscal year:

One (1) copy to:
City of Savannah
WorkSource Coastal
601 E. 66th St, Suite # 201
Savannah, Georgia 31405

The State, Local and Nonprofit Organization **SUB-RECIPIENT** understands that according to the provisions of the OCG 50-20-4 through 50-20-6, failure to comply with the above audit and financial reporting requirements could be cause for the City of Savannah to suspend payments, to terminate this contract, to require a refund of all monies received under this contract.

PARA #3-2 AUDITS. FOR PROFIT ORGANIZATIONS:

Commercial or for-profit organizations which are sub-recipients under WIOA Title I and which operate on a profit basis that expend more than the minimum level of \$750,000 (previously \$500,000 as required by WIA) under as specified in OMB Uniform Guidance (formerly Circular A-133) must have either:

- A program specific financial and compliance audit conducted and prepared in accordance with government auditing standards; or
- An organization-wide audit that includes coverage of the WIOA program(s) within its scope.

For-Profit Organization **SUB-RECIPIENTS** further agree to submit the required audit or financial statements in the quantities set forth below, within 180 days after the close of the For-Profit Organizations fiscal year:

One (1) copy to:
City of Savannah
WorkSource Coastal
601 E. 66th St, Suite # 201
Savannah, Georgia 31405

SECTION IV:

PARA #4-1 AGREED DELIVERABLES BETWEEN THE DEPARTMENT AND THE SUB-RECIPIENT

The **DEPARTMENT** agrees to provide the following services and oversight activities to assist the **SUB-RECIPIENT** with fulfilling the requirements of this contract:

- A. Providing policy and procedural guidance, training and technical assistance in quarterly meetings with the Career Development Specialists
- B. Conducting periodic training sessions as required by the Georgia Department of Economic Development—Workforce Division and other situations that occur within WIOA operations.
- C. Conducting direct consultation as requested by the **SUB-RECIPIENT** or determined needed by the **DEPARTMENT**.
- D. Conducting bi-annual, on-site monitoring visits and others, as determined necessary, to assess contract compliance, performance and maintenance of comprehensive VOS and hard copy files of participants' eligibility and activity documentation.
- E. Distribution of a Monitoring Guide with periodic updates to inform the **SUB-RECIPIENT** of the process and components of the monitoring process.
- F. Ongoing desk monitoring of VOS entries and participant files.

The **SUB-RECIPIENT** agrees to provide the following services and activities to fulfill the requirements of this contract:

- A. The **SUB-RECIPIENT** agrees to provide a Statement of Work (SOW) in the format prescribed by the **DEPARTMENT** for the period of this contract.
 - a. The SOW will be submitted to the **DEPARTMENT** for review and approval prior to full execution of this contract.
 - b. Upon approval the SOW will be included as **PART FOUR** of this contract and be subject to the provisions herein.
- B. The **SUB-RECIPIENT** agrees that personnel in WIOA funded positions will be full-time, permanent employees of the Ross Innovative Employment Solutions, Corporation and that staffing level will be at 100% within 45 days of the execution of this contract

unless otherwise specified and/or agreed upon in writing.

- C. The **SUB-RECIPIENT** shall inform the **DEPARTMENT** in writing of position vacancies within seven (7) working days after notice or knowledge of the vacancy. Due diligence shall be exercised in the timely filling of vacated positions. The **SUB-RECIPIENT** shall ensure the implementation of all appropriate efforts in fulfilling the required duties and goals of this contract during such time of vacated positions.

SUBAWARD EXHIBIT INCLUSION:

This contract includes exhibits as listed below, which are hereto attached:

PART I:	General Provisions Attachment A: Performance Benchmarks Attachment B: Flow of Services
PART II:	Signatory Page
PART III:	Signed Assurances & Certifications
PART IV:	Statement of Work
PART V:	Budget and Budget Narrative
PART VI:	WSC Financial Management Procedures for SUB-RECIPIENTS

ATTACHMENT A PERFORMANCE BENCHMARKS

WorkSource Coastal will conduct periodic monitoring reviews with site visits and desk audits, including monitoring of entries into the Georgia Department of Economic Development—Workforce Division (GDEcD—WFD) approved database: Virtual One Stop (VOS). Following are the performance measures that will provide the basis of fiscal and programmatic monitoring activities.

PY2016 Negotiated Performance Measures*

Contractor will be expected to meet or exceed the following performance measures. Meeting performance is defined as performing at least at 80% of the stated performance rates below.

WIOA Performance	PY16 Goal
Adult Q2 Entered Employment	83%
Adult Q4 Entered Employment	87%
Adult Median Earnings	\$6,200
Adult Credential Rate	72%
Adult In-Program Skills Gain	---
DW Q2 Entered Employment	88%
DW Q4 Entered Employment	85%
DW Median Earnings	\$8,250
DW Credential Rate	72%
DW In-Program Skills Gain	---

Performance Measures Proposed in Statement of Work

Contractor will be expected to meet or exceed all Performance Measures to include deliverables for profit payment and other outcomes as outlined in the corresponding Statement of Work (SOW), PART FOUR. All profit will be paid as stated in the SOW when deliverables are documented as required by WSC. The total profit disbursement will be paid at the end of the contract period.

Goals and Objectives

In response to the CWDB's concern for real time progress and completion of performance measures, WSC will monitor and report on activities that can be measured within the contract year. The Statement of Work, PART FOUR, contains the projections of what the contractor expects to accomplish by the end of the contract year.

Documentation Error Rates

An acceptable error rate for review of required VOS documentation has been established at less than 5% by the Governor's Office of Workforce Development. The WSC acceptable error rate has been set at 4% so that the GOWD requirement is met. The error rate is calculated based on the number of files reviewed. This benchmark will be applied to monitoring activities such as file reviews. Periodic monitoring will be conducted as often as quarterly and tracked for improvement over time as deemed appropriate. Contract compliance is not subject to an error rate. All required documentation must be available during a site review. Failure to meet compliance or having an error rate of 4% or more may result in initiation of the WSC Progressive Corrective Action Policy.

Expenditure Rates

First Quarter	15% of budget
Second Quarter	40% of budget
Third Quarter	65% of budget
Fourth Quarter	90% of budget

The first three quarters are negotiable by mutual agreement for extenuating circumstances. Such negotiations must be completed and documented no later than thirty days before the end of the quarter affected.

PART SIX of this contract, "WorkSource Coastal Financial Management Procedures for Contractors" defines the requirements for submitting invoices with the proper documentation, budget modifications and other financial management functions.

ATTACHMENT B

ROSS INNOVATIVE EMPLOYMENT SOLUTIONS, CORPORATION FLOW OF SERVICES

As a One-Stop Operator, we ensure every Ross staff member and partner staff member makes a commitment to superior customer service, from the moment a customer is welcomed at the door through follow-up. We strive to enhance each customer experience during their One-Stop/Job Center visit, phone call, or training experience. A customer entering the One-Stop/Job Centers will have immediate access to core services, regardless of program specific eligibility. In coordination with Wagner Peyser Employment Services, core services include program specific information and eligibility, job readiness tools, tailored workshops, partner referral resources, labor exchange information, on-line training workshops and assessments, job apps, and training and education information.

The orientation and intake/initial eligibility process will provide all customers the necessary information regarding program services available within or via the "One-Stop" and services available via program partners. This information will be communicated to customers in both written format, as well as through an orientation presentation conducted by a Career Specialist. Subsequent to an individual or group orientation, the applicant will meet with a Career Specialist to review employment needs and barriers, as well as potential program specific eligibility. Customers will also be provided an introduction to the Resource Room and services available within that location, including any workshops by Career Specialists or partner agency staff. Customers may be limited to "core services", and may receive referral to program partners, or may receive "enhanced services", depending upon needs identified during initial barriers and eligibility screening. Core customers can also access on-line hundreds of workshops from Goodwill Community Foundation, (www.gcflearnfree.org) to improve skills ranging from computers (Word, Excel, Access), life skills, money, academic skills, and social networking. We will also provide access to Microsoft Office certification.

Job Readiness/Job Search/Soft Skills Workshops will be scheduled and conducted every day. This schedule will be posted in the One-Stop. Customers will be assigned a specific series of sessions designed to address job readiness/job search weaknesses, or Adult Education. Employment related counseling continues for the duration of follow-up services. All customers beginning core staff-assisted services are assigned a Career Specialist. Customers that appear eligible for WIOA programs will be scheduled for an eligibility determination appointment within two days of initial intake. As part of this "triage" philosophy to service all customers, regardless of program eligibility, customers will test the labor market utilizing services available through the One-Stop/Job Center.

Customers who do not gain employment suitable to meet established Federal guidelines may need to be enrolled in the Intensive Services portion of the WIOA program. At this level, several activities will be incorporated into the current Individual Employment Plan (IEP) and Objective Assessment Strategy (OAS), including regularly scheduled case management, customer career assessment, and possible out of area job search. If current measures in the IEP and OAS do not lead to employment gains meeting established Federal guidelines, other options to increase skill sets include occupational or vocational training, on-the-job training or work experience.

Customers will also work with their Career Specialist and the Business Services Support & Compliance Team to aggressively market customer resumes to local business and facilitate the entire hiring process between

customers enrolled and local employers, taking into account the customer's academic and occupational skill level, prior work experience, IEP and OAS. These collaborations will enable the One-Stop system to identify community and employer needs; develop recruitment and training programs to address these needs; and direct customers to employment opportunities that are in demand occupations with strong earning potential, benefits and an opportunity for advancement. After customers have secured employment, we provide intensive employment support follow-up services. Follow-up contact is made regularly with customers and employers for the first 30 days following employment, and monthly contact for 12 months.

1. Assessment and Triage Process

An initial "triage" of customers will occur during the first visit to the One-Stop/Job Center. This is a customer survey of need and reason for seeking assistance. Ross' philosophy of "triaging" customers and working with partner resources minimizes duplication of services and results in the effective use of funds available. It also ensures that customers are receiving services from agencies most qualified to address specific needs in a timely fashion. Customer skill development needs and goals will be identified and every attempt will be made to match those needs and goals with various programs and funding streams available both within the system and with other key agencies.

Each customer will meet with a Career Specialist for a brief interview and informal assessment of work history, employment needs, barriers to employment, potential program eligibility, and possible agency referrals. At a minimum, Ross provides labor market testing, as well as any additional assessments as deemed necessary. A list of assessment tools available includes literacy and basic skills, such as the TABE, CASAS, and Work Keys, abilities, such as the Purdue Pegboard, interests, such as O*Net, Career Scope, and Self-Directed Search, and workplace skills, including Work Keys. Customers will also register for Wagner Peyser Employment Service (Job Service). Registration triggers additional services offered by the system and particularly Wagner Peyser and WIOA funded programming. Upon successful completion of registering customers will be asked to participate in an orientation to the system.

2. Career Services-Core and Intensive Combined Services

During the initial orientation/application process, initial employment related counseling begins as the customer works with the assigned Career Specialist to review work history, employment needs, and employment barriers. The results of this initial counseling effort are either the development of an initial employment plan for effective utilization of Career Services or an application/eligibility determination and assessment for Enhanced Services. Customers utilizing Career Services may continue to receive assistance and employment related counseling from either the Resource Room staff or their assigned Career Specialist. Additionally, job seekers in Career Services may be referred to other appropriate agencies for more intensive employment related support services, or personal counseling services as warranted. Those referrals are documented in the customer case notes maintained by the Career Specialist.

Once a participant has received at least one core service but cannot obtain employment, Resource Room staff will determine if they need to obtain intensive services. This determination is made after staff assesses whether the participant would benefit from additional services and is committed to following through with the services provided. An introduction to training services is also provided. Interested participants are then scheduled to meet with a Career Specialist individually.

3. Continuum of Career Ready Activities Leading to Obtaining and Retaining Employment

As a One-Stop Operator, the One-Stop Manager will ensure all partner collaboration is occurring to keep customers engaged in service through employment and retention. The One-Stop/Job Center will be viewed as a resource for learning and support. The One-Stop Manager will help drive the daily activities to the Center. This includes daily workshops, appointment scheduled sessions with the Career Specialist, daily job clubs, regular job fairs, weekly employer visits, and special events that include all of the partners.

4. Support of Case Management and Follow-Up Activities

We will ensure that a customer has immediate access to program information through print materials, and can schedule an orientation session. All communication with each customer is consistent; all participants receive the same information to guide each individual through the process to ensure quality outcomes. Case Management of customers includes the communication of all partners to ensure that the customer is being optimally served without duplication of services. We have developed effective means of cross-agency communication between partners when referrals are warranted for the customer. This communication across programs results in advantages for avoiding mutual confusion about each other's program services, policies, and fosters a better sense of community and common purpose across programs.

Support of effective case management requires effectively utilizing the collective experience and knowledge of the entire staff team, as well as ongoing management oversight and direction of case management activities. **In order to facilitate this teamwork and provide effective direction to case management activities, the One-Stop Manager in conjunction with the partner Career Specialist Supervisor will lead weekly case management reviews.** Each career specialist will present the status of all active job seekers, as well as employed participants and participants in occupational training for follow-up that week. Concerns with the participants; status, support service needs and referral options will be presented and the group will review employment needs, with direction provided by the One-Stop Manager. Similarly, new job leads, significant unfilled job orders, and any emerging employer concerns are also presented.

5. Referral to Partners in Coastal One-Stop/Job Center /System

A critical aspect of the effectiveness of any service offered is ensuring that appropriate information and referrals are coordinated and delivered to appropriate program partners. Ross has always been able to communicate and work with partners to meet participant needs. Emphasis will be placed on maximizing outreach and referrals among partner agencies through cooperative agreements.

Referrals are consistently made among the system to and by Ross. Common referral agencies consist of Wagner-Peyser Employment Services, Veterans Administration, Adult Education, Indian and Native American Programs, Job Corp, HUD, SNAP, Vocational Rehabilitation, etc. We will document referrals in VOS and also use the Common Referral Form, which is designed to acquire confirmation from the referral agency that the participant has attended the initial appointment and/or has begun services. In addition, we provide referrals to additional services in the area to aid with barriers to employment and self-sufficiency such as child care, GED and basic skills, child support services, credit counseling, community colleges, re-entry programs, clothing and housing, immigration services, etc.

We will develop industry partnerships to bring together business executives, workforce professionals, economic developers, labor leaders, and educational providers around the common purpose of improving the competitiveness of companies that share similar products or services, critical human resource needs, and retention/recruitment challenges. Capacity building is an important element in the success of creating an integrated services delivery system across inter-agency boundaries.

6. Special Populations

Our plan to assist special populations has two tiers: universal access to all job assistance services and customer specific barriers. The One-Stop/Job Centers will be designed to handle any universal access challenges customers may have. We handle customer specific needs by assigning a Career Specialist in conjunction with Career and Case Management Services to work with the customer to address any barrier as the need arises. Low income individuals with substantial language or cultural barriers, ex-offenders, homeless, and other hard to serve individuals are provided additional customer aids or provided an appropriate referral for additional agency services. Whenever possible, the Career Specialist makes a face-to-face contact with the referring agency, introducing the customer in person to an agency representative.

Customer Service-Resource Room

Every Ross employee is trained to perform superior customer service. Each customer who enters the center is treated with respect and professionalism. We believe that service should be expedient and results-oriented. A customer is never turned away or asked to return at a later date or time; staff will always be available to meet with a customer or employer to provide a service needed, whether to conduct assessments, gather registration paperwork, or provide referral to needed services for customers, or assist with employer hiring needs, job descriptions, Rapid Response activities, etc.

Logic Model

Inputs	Activities	Outputs	Outcomes/Impact
Ross as One-Stop Operator staff	Partner collaboration, supervision, technical assistance, resource sharing, marketing, communication, training, employer services	Meeting or exceeding all performance, a collaborative system with non-duplicated services, 120-250 new satisfied customers, greater knowledge of Coastal Works system, better educated and trained staff and partners	Return on Investment (ROI) for entire Coastal Region, customer and employer satisfaction, 10% increase in customer traffic, higher educational levels and lower unemployment rates.
Oversight of Career and Case Management Services	Workshops, case management, supportive services, assessment, follow-up, referral, community events	Learning, labor market information, skill building, motivation, barrier removal, training	A better educated workforce, employment, retention, advanced skill sets.
Technology	IngeusWorks App, social media, VOS system, CUBE	75% of Intensive customers will use on-line technology through the use of computers and smartphones, increased advertising through social media, data collection through VOS and increased data analytics	A more informed system with increased exposure and PR, better reporting systems for WDB and State reports.
Partners	Provide an array of additional counseling and resources to groups such as Veterans, Older	Through mandatory partners and additional partners, partner referral will increase 20% so customers may	Increased customer knowledge and confidence to overcome barriers

	Workers, and Rehabilitation	receive the resources they need.	and obtain the assistance needed.
Customers	Receive core, intensive, and training services	Customer outcomes will meet or exceed performance measures and will have high customer satisfaction surveys.	Successful customer base and higher word of mouth referrals, satisfied employers who hire our customers.
Employers	Receive LMI information, interview facilities, wage subsidies, place job openings, career information, federal incentive programs, business startup and expansion, tax credits, bonding, Rapid Response	Employer usage of the Career Centers will increase by 30% and will benefit from our emphasis of career and industry driven fields.	Ease in screening and hiring customers, reduced hiring costs, lower hiring costs and employee attrition rates, and longer retention rates.
Fiscal Oversight	Accountability and resource sharing	There will be minimal error rates on determining eligibility, processing training and support services.	Appropriately managed fiscal systems with no disallowed costs.

Program Description

Our overall plan of services that will be made available for the target customer/group categories to be serviced includes career services, such as eligibility, outreach, assessment, job search referrals, workforce information, career planning, workforce preparation, financial literacy, assistance towards filing unemployment claims or financial assistance, supportive services, work experience, vocational and educational services. Training services will be provided to eligible customers such as OJT, Incumbent Worker training, occupational skills, entrepreneurship, skill upgrading, adult education, customized training, and transitional jobs. Services provided through the Career Centers will be effectively provided to all target groups of the Coastal Region, including businesses, economically disadvantaged adults, dislocated workers, youth, TANF, and the targeted special populations.

One-Stop/Job Center Plans

Action	Steps
Business Plan	Schedule a series of workgroup meetings with CWIB/CWS to evaluate current plan, make corrections and additions, and draft a new plan in accordance with WIOA policy.
MOU, Resource Sharing	As the One-Stop/Job Center Operator, all new plans will be put in place expeditiously to ensure continuity of services/resource sharing

One-Stop Certification	Process of certification will qualify that the One-Stop/Job Centers meet the highest quality standards for the provision of workforce development services, including leadership, strategic customer focus, business results and process management.
Standard Operating Procedures	Ross has developed SOPs in every area we operate, the operating procedures will be immediately reviewed/revised. The process is ongoing though implementation of WIOA.
Staff Training Plans	A staff training schedule is implemented prior to contract start and is detailed within this document.
Resource Room Schedules	In conjunction with Resource Room contractor, the One-Stop Manager will develop a schedule to ensure there is coverage to assist customers.
Workshops/Soft Skills training	All partners involved will be required to submit their workshops/training and the One-Stop Manager will develop a schedule to be posted and provided to customers.
State/CWDB Strategic Plans	The current strategic plans parallel our operating procedures; all plans will be reviewed and implemented.
ADA Compliance	The One-Stop Manager will complete all ADA compliance paperwork and ensure any deficiencies are corrected.

Performance Measures

Our organization is committed to meeting and exceeding WIOA performance measures. Our management team is the driving force offering leadership, expertise, guidance, motivation and accountability. Strengthening staff delivery of all services offered within the One-Stop/Job Center will promote an upbeat work environment with positive outcomes. Every individual staff member is held accountable for excellent participant service, meeting individual job roles, and overall performance measures. To ensure the attainment of proposed outcomes, the Reports Coordinator regularly develops and transmits progress reports. A critical step in ensuring exceptional program performance and program compliance is the establishment of clear and specific program outcome goals and effective communication of those goals to all staff and partners. As a result, Ross administrators continuously identify information and VOS reports necessary to analyze program performance and operations, and work closely with CWS to identify additional information and reporting needs to support continuous program improvement. The results of these reports are measured against our internal quarterly goals. Data relating to performance standards and program outcomes is gathered and reviewed regularly by program administrators. Areas of improvement will be formulated in a plan, which will be implemented, and the progress and timelines will be monitored to ensure program delivery.

Evaluation and Resource Sharing Agreements

Partner collaboration is critical to the evaluation of resources provided. Our total approach leverages strategies that produce results, and links existing resources and relationships that our partners bring to the table to provide in-kind contributions and supports. With this approach, we develop a listing of services provided by each partner so all partners involved have a clear understanding on the resources they are required to provide. Once a resource is provided, it must be documented in VOS so all partners will have access to detailed case notes and not duplicate a service. Resource Sharing Agreements are also developed during regular meetings with the partners, and also as we develop new partners. These agreements can include multiple partners in the assistance of case management service coordination, assessment, job placement, or the sharing of space or equipment.

Resources, Professional Contacts, and Knowledge of Labor Market

As a national organization, we have a wealth of information available to us to meet and exceed goals:

Resources- Ross is part of a large network of companies with a workforce development division. Our sister companies such as WCG and Ingeus, are located throughout the world, such as Canada, United Kingdom, France, Germany, Australia, Poland, Switzerland, South Korea, and Saudi Arabia. Workforce development has very similar processes and goals around the world in which we can learn from and share best practices, data capture, and technologies to further improve our programs and performance.

Professional Contacts- In our 20+ years of operating experience, we have established many contacts who are decision makers regarding workforce development, or have the experience to guide our programs to excellent performance. Many of our staff are members or hold positions on workforce boards through NAWB or NAWDP. We also have hundreds of employer contacts who hire/ train our One-Stop customers.

Knowledge of Labor Market- In addition to our staff becoming labor market information experts, we also subscribe to on-line labor market information sites, such as Burning Glass, to maintain up-to-date information that we may provide to our customers and employers.

Ensuring Services are in Alignment with Labor Market Demands/Sector and Industry Strategies

Employer relationships are critical to understanding and aligning the labor market demands in each county. In coordinator with Business Services, we gather this information as a result of employer forums, interviews, employer guest speakers and surveys to stay abreast of the demands. We still believe in customer choice, however our goal is to guide each customer towards in-demand jobs. As a result, if a customer is need of skills upgrading or training, we provide them the resources and information that lead to a sustainable career. Technology, demographics, business trends, educational levels, and shifts in consumer demands are among the list of factors that play integral parts in shaping the dynamics of today's demand occupations. We will recruit for in-demand industries such as health care, technology, green jobs, advanced manufacturing, transportation, law enforcement, and structural work in conjunction industry target goals. We will develop industry partnerships to bring together business executives, workforce professionals, economic developers, labor leaders, and educational providers around the common purpose of improving the competitiveness of companies that share similar

products/services, human resource needs or retention/recruitment challenges.

Experience in Managing and Providing Services to Businesses

a. Identifying Workforce Development Needs

We have the experience of managing the One-Stop Business Services that link to industry needs. We develop close relationships with specific sector employers, as they will become experts in identifying industry training needs and trends. **Based on employer needs, we aggressively market participant resumes to local business and facilitate the entire hiring process between participants enrolled and local employers, taking into account the participant's academic and occupational skill level, prior work experience, IEP and OAS.** These collaborations enable the One-Stop system to identify community and employer needs; develop recruitment and training programs to address these needs; and direct participants to employment opportunities that are the sector-based communities with strong earning potential, benefits and an opportunity for advancement.

b. Matching Hiring Needs of Business

No job seeker will be referred to a business unless they are certified as "career ready". We keep a database of those customers who are prepared to meet minimum qualifications, as well "Fast Track" job ready participants who possess higher level skills and education appropriate for the needs of employers hiring skilled workers.

c. Experience Training Businesses

We have worked with several companies including Marriot and Henry Ford Health Systems to assist them in development of HR processes, job descriptions, employee training plans, time management, and hiring processes. We have also provided Customized Training programs to businesses whose employees are in need of additional skills. Common types of training are introduction to new technologies, production or service procedures, and upgrading to new jobs that require additional skills and workplace literacy.

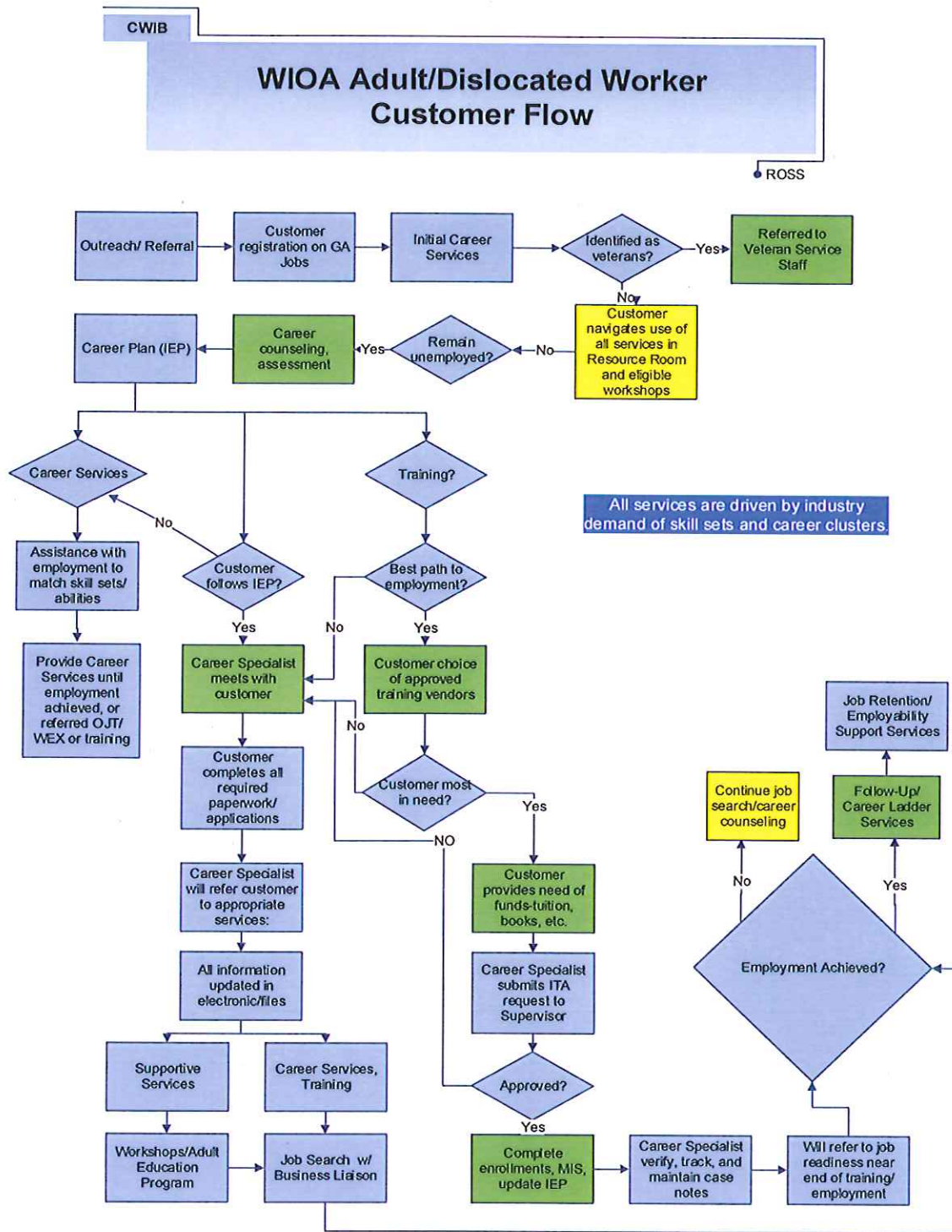
d. Improving Services to Business and Increasing Coastal Works System Usage

We will improve the services to businesses by first expanding the scope of businesses who are aware of our services. Ross will develop employer-focused marketing materials in conjunction with CWDB. Marketing materials will present Subsidized or OJT as a cost-efficient and effective means for businesses to meet their personnel and training needs. These materials will be distributed to a wider range of business, from small, local employers to large ones. Our business goal is that employers will see the One-Stop/Job Center as a go-to for economic and business needs. Ross has the knowledge and skills to increase the quality, quantity, and visibility of services for the business community. We will promote and encourage employers to take advantage of the services below in order to reduce their hiring and recruitment costs, and to have trained and job-ready employees familiar with their industry sector. **Our philosophy is to seek out employers, not simply let employers come to us.** Working with partner agencies will ensure the One-Stop/Job Center will provide the most comprehensive services available to meet employer needs, and turn, improve the services each business receives.

Coastal One-Stop/Job Center Functional Supervision

1. WIOA Services to Job Seekers

The flow chart below lists the flow of how a job-seeking customer will be served.



2. Problem Solving and Communication

We leverage our collective strengths by solving problems, finding solutions, delivering exceptional outcomes and creating paths for new opportunities. Ross will work in cooperation with the workforce partners in an Integrated Service Delivery environment between each function. A positive and collaborative working relationship with our multiple partners is imperative to the success of the One-Stop/Job Center Centers. This will be accomplished with a team approach by fostering communication, information sharing, collaboration, innovation, and accountability on the part of the functional teams to benefit all One-Stop/Job Center staff and customers. Interagency Meetings will be conducted on a quarterly basis and attended by a cross-section of representatives from the community, public and private agencies (including managers and front line staff). Focus will continue to strengthen resource development, collaboration, capacity building, and cross-training opportunities.

3. Serving Varied Individuals

Our organization has the experience of serving every type of individual who may visit the One-Stop, from a homeless person to a high skilled executive. A few service examples include:

Limited English Proficiency-In all of our programs, we target the hiring of staff who are bilingual in Spanish and French as ranked as the higher percentage of non-English speakers in Georgia. We have staffed programs where as many of 90% of staff were bilingual and available to provide translation services and additional assistance to non-English speaking customers. Our information materials are provided in different languages. We also have staff available in other Ross locations who can speak other languages spoken by Georgians, such as German, Vietnamese, Korean and African languages.

Limited Literacy Skills- We will provide internet based tutorials and refer customers to literacy programs.

Probation/Parole- We have extensive experience operating returning citizens programs; we assist customers with bonding and appropriate identification for employment, and assign them to all of the relevant life skills workshops and market to employers the benefits of hiring an ex-offender.

Highly Skilled Job Seeker- Some customers may need minor skill enhancement and will be put on a database of "Fast Track" job ready participants who possess higher level skills and education appropriate for the needs of employers hiring skilled workers. A few of our new innovations to assist businesses and individuals to increase One-Stop Success includes:

4. Attracting and Serving New Customers

Attracting customers to the One-Stop/Job Center not only involves good marketing, but excellent customer service so more will come by word of mouth. Upon entry into the One-Stop/Job Center, customers will be provided the option to sign up for an orientation. Orientation and services offered will also be posted on displays and by Wagner Peyser and Resource Room staff.

5. LMI Data, Metrics, Reports

Labor Market Information (LMI) forms a critical element of the data necessary for the preparation of individuals for current and future employment opportunities. We will use Georgia

Labor Market Explorer, DOL, Burning Glass. We show job seekers how to focus attention on assessing, evaluating and improving their transferable skills and demonstrated personal attributes needed to qualify them for the job openings that business demand creates. We also subscribe to services that provide informational materials and workforce metrics and labor reports. The information we receive equips us with additional skills and knowledge to reach target performance levels.

6. CWDB Progress Reports

We will provide an unduplicated monthly count for each service, unduplicated cumulative statistical summary of program performance, and a narrative report outlining successes and barriers. The monthly report will include all the required data points including employment, retention, median earnings, credential rate, in-program skills gain and employer services, as well as any additional metrics required. Some of our reports include:

- Registration, Exit, and Credential Report- This report is generated to monitor customer status.
- Staff Breakdown Report- Provides customer progress reports broken down by staff.
- Customer and Employer survey reports- As a result of surveys gathered from customers and employers, reports are generated and reviewed on a quarterly basis to identify areas of improvement and develop strategies to provide improved services.

7. Maintain and Process WIOA Information

Many Ross management staff members have been in the workforce system since JTPA and have the experience to interpret current and future policy. We are accountable for offering high-quality and effective services, complying with program rules, and using public funds efficiently. All staff members are required to remain abreast of current state and federal directives; our financial team also possesses a wealth of experience regarding fund management. The One-Stop/Job Center Manager is responsible for the training plans for all staff to ensure all directives are followed; he/she also communicates relevant information to CWDB/Coastal Workforce Services staff.

8. Collaboration with WIA/WIOA Youth Programs

Youth enrolled in WIOA youth programs ages 18 and over will have the ability to dual-enroll with the One-Stop/Job Centers. The One-Stop/Job Center staff members will work with the youth and training institutions to create a career pathway for young adults, or provide additional services in seamless coordination with the youth programs. We also can provide career services and LMI information for in-school youth by going into the schools so youth are knowledgeable about the One-Stop/Job Center resources. Partnering with youth programs to share resources, job fairs and referrals will be utilized without expending Adult and Dislocated Worker WIOA funds.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto are fully authorized to have duly executed this contract on the day and year signed below.

APPROVED BY REGION 12 WDB:

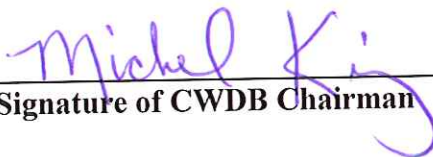
ACCEPTED BY CONTRACTOR:

PRINTED NAME/WDB Chairman

PRINTED NAME/Contractor

Michael King
Coastal Workforce Development Board
Region 12/Area 20

Shawn Brenner
Ross Innovation Employment Solutions
Corporation


Signature of CWDB Chairman


Signature of Contractor

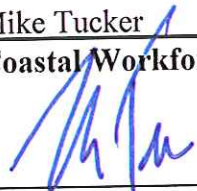
EXECUTED BY CITY OF SAVANNAH

PRINTED NAME/Interim Executive Director

PRINTED NAME/City Manager

Mike Tucker
Coastal Workforce Services

Roberto "Rob" Hernandez
City of Savannah, GA


Signature of Executive Director


Signature of City Manager

ATTACHMENT A

Signed Assurances, Certifications and Grievance/Equal Opportunity Policy

Contract# 2016-ROSS-01-02

WIOA CONTRACT ASSURANCES AND CERTIFICATIONS

The **CONTRACTOR** agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules, and regulations, and agrees to fully reimburse the **DEPARTMENT** for any loss of funds or resources resulting from non-compliance by the **CONTRACTOR**, its staff, agents, or sub**CONTRACTOR** as revealed in any subsequent audits. The **CONTRACTOR** understands that the following items specifically apply to this contract, but do not exclude any other applicable federal or state laws or requirements.

As recipients of WIOA Title IB adult, youth, and/or dislocated worker funds, the **CONTRACTOR** must obtain and have posted the following certifications and assurances.

- (i) Certification Regarding Lobbying (29 CFR Part 93) and compliance with the Byrd Anti-Lobbying Amendment
- (ii) Drug-Free Workplace Requirements Certification (29 CFR Part 98)
- (iii) Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37)
- (iv) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- (v) Primary Covered Transactions (29 CFR Part 98)
- (vi) Standard Assurances for Non-Construction Programs

Assure that all recipients of WIOA Title IB funds including local workforce areas, eligible training providers, on-the-job training and work experience worksites and participants are made aware of the certifications and assurances.

All grants, Memorandum of Understanding or Agreement, provider agreements or any other formal contract paid in full or in part with WIOA Title IB funds must contain the following assurances or, at a minimum must be referenced.

A. Assurances – Non-Construction Programs

As the duly authorized representative the **CONTRACTOR** certifies that this agency:

1. Has the legal authority and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of WIOA Title IB programs.
2. Will give the Comptroller General of the United States and the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to WIOA Title IB programs; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete work relating to financial and management information system reporting requirements within acceptable time frames.

5. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(a) All other laws incorporated into or referenced in the Workforce Innovation and Opportunity Act of 2014 Act, including, Title VI of the Civil Rights Act as amended; (b) Title IX of the Education Amendments of 1972, as amended;

(c) Section 504 of the Rehabilitation Act as amended; (d) the Age Discrimination Act of 1975, as amended;

(e) the Drug Abuse Office and Treatment Act of 1972 (PL 91-616) as amended;

(f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 DD.3 AND 290 EE.3) as amended, relating to confidentiality of alcohol and drug abuse patient records;

(g) Title VIII of the Civil Rights Act of 1968 as amended;

(h) Military Selective Service Act;

(i) Nontraditional Employment for Women Act; and

(j) Department of Labor Federal Regulations at 29 CFR Parts 34 and 1604.

6. Will comply with Federal regulation 2 CFR 200.333-337 regarding the retention of records; the Federal Acquisition Regulation at 48 CFR Part 31 for commercial and non-profit organizations listed in Attachment C of OMB Circular A-122; the Federal Cost Principles for allowable costs as stated in OMB Circular A-122, A-21 and A-87.

7. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Uniform Administrative Guidance 2 CFR 200 Subpart F, Audits of States, Local Governments, and Non-Profit Organizations with audit thresholds of

\$750,000.

8. Will comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a. to 276a. 7), the Copeland Act (40 U.S.C. 276c.) and (18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub- agreements.

9. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

10. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing WIOA Title IB programs, including 2 CFR Part 200 and 29 CFR Part 97, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, codified from OMB Circular A-102; and, CFR Part 95, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and with Commercial Organizations, Foreign Governments, Organizations Under the Jurisdiction of Foreign Governments, and International Organizations, codified from OMB Circular A-110.

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

As the duly authorized representative the **CONTRACTOR** certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been found in fault in criminal, civil or administrative proceeding related to its performance as a training or educational institution; convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. **CONTRACTOR** must disclose any pending criminal, civil or administrative proceeding as either a defendant or a respondent.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

The **CONTRACTOR** further agrees:

C. Certification Regarding Lobbying

As the duly authorized representative, the **CONTRACTOR** certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The **CONTRACTOR** shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, provider agreements, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material

representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. Nondiscrimination and Equal Opportunity Assurance

As the duly authorized representative the **CONTRACTOR** assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. WIOA Equal Opportunity and Nondiscrimination provisions of the WIOA of 2014, Section 188 of the Workforce Innovation and Opportunity Act of 2014 which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, belief or domestic relationship, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title IB financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
6. The Jobs for Veterans Act of 2002, Public Law 107-288 and the Vietnam Era Veterans & Rehabilitation Assistance Act, P.L. 107-288.

These assurances apply to the Contractor's operation of the WIOA Title IB financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title IB financially assisted program or activity. The Contractor understands that the Grantor has the right to seek judicial enforcement of this assurance.

E. Certification Regarding Fair Labor Standards

As the duly authorized representative the **CONTRACTOR** assures that it will comply fully with the provisions of the following laws regarding fair labor practices.

1. Fair Labor Standards Act of 1938, as amended and 29CFR 510-794, 29USC 201, addressing wages, overtime pay, record keeping and child labor.
2. Service Contract Act of 1938, addressing fair labor practices for employees of **CONTRACTORS** providing service workers at government facilities.

3. Health Insurance Portability and Accountability Act of 1996, addressing access to and confidentiality of health care services.

F. Certification Regarding Drug-Free Workplace Requirements

As the duly authorized representative, the **CONTRACTOR** certifies that it will provide a drug-free workplace by:

1. Publishing a statement, signed by the authorized authority, notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the **CONTRACTOR's** workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The **CONTRACTOR's** policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs;
 - and
 - (d) Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee engaged in or that plans to engage in the performance of WIOA federally funded grants be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the WSC in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Ensure that all recipients of WIOA Title IB funds including participants, service and training providers provide notification that the unlawful manufacture, distribution, dispensing,

possession, or use of a controlled substance is prohibited at service and training provider sites and specify the actions that will be taken against employees for violations of such prohibition;

8. Making a good faith effort that the **CONTRACTOR** and provider worksites maintain a drug-free workplace through implementation of foregoing paragraphs (1)-(7).

G. Additional Administrative Requirements

The **CONTRACTOR** further assures compliance with the following Federal legislation:

1. The Energy Conservation and Policy Act (Pub. L. 94-163, 89 Stat. 871), as referenced at 29 CFR 97.36(i) (13), regarding mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan;
2. The Resource Conservation and Recovery Act (Pub. L. 94-580 codified at 42 USC Sec. 6962), as referenced at 29 CFR 95.16, regarding giving preference in procurement programs funded with federal funds to the purchase of recycled products pursuant to EPA guidelines;
3. The Clean Air Act and Federal Water Pollution Control Act, as amended;
4. The Federal Social Security Act, 42 USC Sec. 303 and 503, requiring states to disclose UI information to designated public officials for programs such as food stamps and child support recovery;
5. 2 CFR Part 200 and 29 CFR Part 97, Uniform Administrative Requirements for Grants and Cooperative Agreements codified from OMB Circular A-102;
6. 20 C.F.R. Part 683, Subpart B- Administrative Rules, Costs, and Limitations;
7. 29 C.F.R. Subtitle A, Part 2, Subpart D- Equal Treatment in Department of Labor Programs for Religious Organizations; Protection of Religious Liberty of Department of Labor Social Service Providers and Beneficiaries; and
8. Federal Regulations Implementing Executive Order 13559: Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations.

WIOA CONTRACT ASSURANCES and CERTIFICATIONS

I hereby declare under the penalty of perjury that the foregoing is true and correct.

Executed on November 29, 2016, in St. Clair, MI
(City) (State).



Signature of Authorized Officer or Agent

Shawn Brenner, CEO

Printed Name and Title of Officer or Agent

Ross IES Corp

Name of School or CONTRACTOR

SUBSCRIBED AND SWORN BEFORE ME Seal:

On this the 29th day of November, 2016



NOTARY PUBLIC

5/21, 2019

MY COMMISSION EXPIRES

**CERTIFICATION OF CURRENT FEDERAL, STATE and LOCAL TAXES
and
CERTIFICATION OF CURRENT STATE OF GEORGIA UI PAYMENTS**

I understand and agree that a condition of doing business under the provisions of this agreement is that all federal, state, and local taxes and all Unemployment Insurance payments are current and remain current during the term of this contract.

Our State of Georgia Unemployment Insurance Tax Number (DOL account number) is: 28541301. I understand that failure to pay current taxes and/or Unemployment Insurance payments is grounds for immediate termination of this contract with no notice.

I hereby certify that all federal, state, and local taxes and Unemployment Insurances are current.

Executed this 29th day of November (month), 2016 year.

Shawn Brenner, CEO
Name and Title of Certifying Official


Signature

Ross IES Corp.
Organization Name

**Instructions for Compliance with
Georgia Illegal Immigration Reform & Enforcement Act of 2011**

The Act requires Grant Recipients of public funds, including WIOA, to require their EMPLOYERS, Sub contractors and Sub-subcontractors with agreements for performance of service, to include affidavits assuring that they will use E-Verify to verify the work eligibility of their newly hired staff.

There are three documents to be completed, each one for a specific relationship:

Sub CONTRACTOR (Affidavit)
Sub-sub-CONTRACTOR (Affidavit), and
Independent CONTRACTOR (Signed statement)

The **Sub CONTRACTOR** is any organization or business that contracts directly with WorkSource Coastal to perform certain WIOA services as defined in a formal contract executed by both parties. They will complete the Sub CONTRACTOR Affidavit. **Sub CONTRACTORS include, among others:**

Youth Services Providers
Training Providers (public and private)
Providers of On-the-Job, Customized, and Incumbent Worker Training
Other Agreements such as leases and contracts for cleaning

The **Sub-sub-CONTRACTORS** are those organizations and businesses that provide services to the Sub CONTRACTOR for which the sub-sub-CONTRACTOR is paid with WIOA funds from the contract between the DEPARTMENT (WorkSource Coastal) and the sub CONTRACTOR (as identified above). They will complete the Sub-sub-CONTRACTOR affidavits. **Sub-sub-CONTRACTORS include those providing:**

Transportation
Tutoring
Counseling
Maintenance
Other Agreements such as leases and contracts for cleaning

If any sub-sub-CONTRACTOR uses WIOA funds to pay for services from companies that have employees, that company must also complete an affidavit, and so on, through as many layers as exist.

Independent or sole CONTRACTORS with no employees paid with WIOA funds must provide a copy of their Georgia Driver's License or a Driver's License from one of the states who lawfully verify immigration status prior to issuing the license. Copies of the license and notarized statement from the independent CONTRACTOR are to be forwarded to both the sub-CONTRACTOR and the DEPARTMENT, within five days of completion.

Your document is attached. If further clarification is required, please contact Sheron Morgan or Crystal Northcutt at WorkSource Coastal, 912-351-6379.

Coastal Workforce Development Board

Georgia Illegal Immigration Reform & Enforcement Act of 2011
Subcontractor Affidavit under O.C.G.A. § 13-10-91 (b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with WorkSource Coastal/City of Savannah on behalf of the Georgia Department of Economic Development, WED has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of and a copy of the affidavit from a sub-subcontractor to the subcontractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt and a copy of an affidavit from any sub-subcontractor that has contracted with a sub-sub-subcontractor such receipt and notice will be forwarded to the contractor, within five business days of having received the documentation. The subcontractor will forward copies of affidavits from the sub-subcontractors and sub-sub-subcontractors to the contractor within five days of receipt. The subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

919133
Federal Work Authorization User ID Number

10/23/15
Date of Authorization

Ross IES Corp.
Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on November, 29, 2016 in St. Clair MI, Georgia

cITY

Seal:

Shawn Brenner
Signature of Authorized Officer or Agent

Shawn Brenner, CEO
Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me
on this the 29 day of Nov, 2016

Shawn Brenner
Notary Public

5/21/2019
My Commission Expires



Affidavit and Conflict of Interest

Covering Calendar Year: 2016

Name: AAA SM Shawn Brenner

Employer: ROSS-IES, Corporation

Title/Position: CEO

Local Workforce Development Area: Coastal-Area 20

Mailing Address: 300 South Riverside, Ste #1, St. Clair, MI 48079

Telephone Number: 810-326-1510

Pursuant to the Georgia Department of Economic Development's Workforce Division Conflict of Interest Policy, approved by the State Workforce Investment Board on September 10, 2012, in conformity with O.C.G.A. § 34-14-22 (2012), the provider confirms that they have no conflicts of interest with state, or local Workforce Development Area officers, board members or board staff, including but not limited to immediate family members (spouse, child, parent), fiduciary roles, employment or ownership interests in common.

As it pertains to the WIOA Adult and Dislocated Worker Service Provider Agreement, the employer agrees that no individual in a decision making capacity engages in any activity, including the administration of the WIOA Adult and Dislocated Worker Services contract supported by WIOA funds, if a conflict of interest, real or apparent, is present. A conflict of interest may arise in the event that an employee under this WIOA Adult and Dislocated Worker Services contract is an immediate family member (or partner) of an individual engaged in a decision making capacity with the Local Workforce Development Area (LWDA-20), the Local Workforce Development Board (Coastal), or the employer. Immediate family is defined as husband, wife, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparents and grandchild, or an organization that has a financial or other interest in the firm or organization selected for the WIOA Adult and Dislocated Worker Services contract agreement. In the event of a potential conflict of interest, the employer must notify the LWDA, in writing, of the potential conflict. No action regarding the individual may take place until approved by the LWDA in writing.

Signature: [Signature]

Notary Public (sign name): [Signature]

Print Notary's Name: Renee Trujillo

My Commission Expires: 5/21/2019

This document was sworn to or affirmed and subscribed before me on: 11/29/2016

Grievance/Complaint Procedures and Equal Opportunity Policy

General Policy

Individuals applying for or receiving services through the Workforce Innovation and Opportunity Act Title I (WIOA) paid for by the Coastal Workforce Development Board (CWDB) will be treated fairly. If any individual, group or organization has a complaint, the problem should first be discussed informally between those involved before a grievance is filed. Grievances should be filed in accordance with the written procedures established by the CWDB. If you believe you have been harmed by the violation of the Workforce Innovation and Opportunity Act or regulations of the program, you have the right to file a grievance/complaint.

1) Equal Opportunity Policy

The Coastal Workforce Development Board (CWDB) adheres to the following United States law: "No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any such program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation, belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity." References include: The Workforce Investment Act of 1998, PL 105-220, Workforce Innovation and Opportunity Act of 2014, PL 113-128; USDOL Regulations Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014, Notice of Proposed Final Rule.

2) Complaint Process

1. All complaints/grievances related to Workforce Innovation and Opportunity Act (WIOA) and Supplemental Nutritional Assistance Program (SNAP) programs are required to be filed within one year of the date of the event that gave rise to the grievance.
2. Every attempt will be made to resolve the issue/complaint without escalating to a written grievance/complaint. If the issue is unable to be resolved to the individual's satisfaction continue with the process.
3. All grievances shall be in writing and contain, to the extent practicable, the following information:
 - The full name, address, and telephone number of the petitioner;
 - The full name and address of the party against whom the respondent(s);
 - A clear and concise statement of the facts, as alleged, including the pertinent dates, constituting the alleged violation;
 - The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated; and
 - The relief requested.
 - The complainant to sign and date the document.
 - Staff will provide a copy of the complaint to the WIOA Equal Opportunity Officer within 48 hours of the filing.
 - Telephoned complaints cannot be accepted, but should be documented.
 - A request will be considered to have been filed when the reviewing authority receives from the complainant a written statement, including the information specified above which contains sufficient facts and arguments to evaluate the complaint.

- Provider staff should assist the complainant in completing and referring the CWDB Complaint form to the EO Officer. **See Attachment A: CWDB Complaint Form.**
4. The grievance may be rejected by CWDB if:
 1. It lacks merit,
 2. It is determined that the petitioner fails to state a grievable issue,
 3. There is no relief that can be granted,
 4. If the petitioner fails to comply with the procedures prescribed in this policy.
 5. CWDB will inform the petitioner and respondent in writing of the reason(s) the grievance was rejected. The notification will be issued as soon as possible or within 60 days from the date the grievance was filed and will include the opportunity to appeal to the Georgia Department of Economic Development—Workforce Division.
 6. A hearing on a local grievance shall be conducted within 30 days from the date the grievance was filed, and a decision must be rendered no later than 60 days from the date the grievance was filed. For WIOA-related grievances, a local level hearing shall be conducted. A local level hearing is not required if the grievance can be resolved without one or the petitioner withdraws the grievance.
 7. If a hearing is to be conducted, CWDB will provide written notice to the petitioner and respondent. The notice shall include the date, time, and place of the hearing and a description of the hearing process (i.e. opportunity for the parties to present evidence, ask questions, etc.). The notice of the hearing shall indicate the issues to be decided. Notice shall be given not less than 10 days prior to the scheduled hearing date.
 8. If complainant finds the local hearing decision unsatisfactory or if CWDB does not respond to complainant in the allotted 60 days, complainant will have the opportunity to file a request for review by the State using the WIOA Complaint Information Form in available on www.Georgia.org. **See Attachment B: GDEC-WFD WIOA Grievance Information Form.**
 9. At the state level, either an informal resolution or a hearing will take place within 60 calendar days of the filing. If the State does not respond within the 60 days or either party wants to appeal the decision, WIOA allows for a formal appeal to the USDOL.
 10. Federal appeals must be made within 30 calendar days of the receipt of the local or state decision. USDOL will make a final decision no later than 120 days after receiving a formal appeal. USDOL will only investigate grievances and complaints arising through the established procedures. WIOA does not allow for federal intervention until and unless the proper, formal procedure has been followed.

PROCEDURE FOR FILING DISCRIMINATION-RELATED COMPLAINTS

CWDB is prohibited from discriminating on the grounds of race, color, religion, national origin, age, sex, disability, political affiliation, or belief and for beneficiaries only, citizenship or participation in programs funded under the Workforce Innovation and Opportunity Act (WIOA), in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIOA funded program or activity.

If you think that you have been subjected to discrimination under a WIOA funded program or activity, you may file a complaint within 180 days from the date of the alleged violation with:

Sheron Morgan, WSC Assistant Director/EO Officer
WorkSource Coastal
601 East 66th Street -Suite #201
Savannah, GA 31405
(912) 351-6381

If you elect to file your complaint with the Georgia Department of Economic Development, Workforce Division, you must wait until the CWDB issues a decision or until 30 days have passed, whichever is sooner, before filing with GDECd, WFD.

GEORGIA DEPARTMENT OF ECONOMIC DEVELOPMENT-WORKFORCE DIVISION (GDECd-WFD) DISCRIMINATION COMPLAINT PROCESS:

- A. Every WIOA grantee, subrecipient, contractor, or other WIOA conduit or recipient entity must notify customers, applicants, employees, and members of the public of their rights under the laws enforced by the USDOL, CRC, including where and when to file discrimination complaints under the State or local process where applicable.
- B. All discrimination-based complaints must be filed within 180 days of the alleged discrimination.
- C. The complainant has the right to be represented in the complaint process by an attorney or other representative.
- D. If the complainant chooses to file the discrimination complaint with the CWDB or WFD, then WFD or CWDB has 90 days to resolve the complaint and issue a written Notice of Final Action. Options for resolving the complaint must include alternative dispute resolution (ADR), at the complainant's choice.
- E. If the complainant is dissatisfied with the resolution of his/her complaint at the state or local level, the complainant may file a new complaint with CRC within 30 days of the date on which the complainant receives the Notice of Final Action.
- F. If WFD, or CWDB fails to issue the Notice within 90 days of the date on which the complaint was filed, the complainant may file a new complaint with CRC within 30 days of the expiration of the 90-day period (in other words, within 120 days of the date on which the original complaint was filed).
- G. Further, WFD will offer full cooperation with any local, state, or federal investigation in accordance with the aforementioned proceedings, or with any criminal investigation.

Relevant Contact Information:

CONTACT STATE COMPLIANCE REPRESENTATIVES AT THE WORKFORCE DIVISION:

David Dietrichs
Georgia Department of Economic Development's Workforce Division
75 Fifth Street, N.W.
Atlanta, GA 30308
Email: ddietrichs@georgia.org
Phone: (404) 962-4136
Fax: (404) 876-1181

Ben Hames, Deputy Commissioner
Georgia Department of Economic Development's Workforce Division
75 Fifth Street, N.W.
Atlanta, GA 30308
Email: bhames@georgia.org
Phone: (404) 962-4005
Fax: (404) 876-1181

CONTACT COMPLIANCE REPRESENTATIVES AT THE US DEPARTMENT OF LABOR:


Director, Civil Rights Center (CRC),
U.S. Department of Labor
200 Constitution Ave, NW Suite N-4123
Washington, DC 20210

Use form at: <http://www.dol.gov/oasam/programs/crc/DL1-2014A-Rev-April-2011.pdf>.
People with Hearing Impairments may contact the Georgia Relay Center at 1-800-255-0056 or by dialing 711.

SUSPECTED FRAUD, ABUSE OR OTHER ALLEGED CRIMINAL ACTIVITY

In case of suspected fraud, abuse, or other alleged criminal activity, you should direct your concerns to the Georgia Office of Inspector General, 1-866-435-7644 or email at inspector.general@oig.ga.gov.

I certify I have received a of the **Grievance/Complaint Procedures and Equal Opportunity Policy**.



Signature

11/29/16

Date

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WIOA Complaint Information Form

INSTRUCTIONS: Please fill out Questions 1-5 for a general complaint. This form should be completed and submitted within one hundred and eighty (180) days of the date of the alleged discriminatory act. Once you have completed the appropriate questions, please sign and date at the end of this form. If you require assistance in completing this form, please contact the WorkSource Coastal/Development Board (WSC/CWDB), and request the Equal Opportunity (EO) Officer.

Pursuant to Section 181 of the Workforce Innovation and Opportunity Act, WSC/CWDB shall provide the complainant with an opportunity for a hearing within sixty (60) days of the complaint's filing, if expressly requested in writing by the complainant, or in the event is not requested, WFD shall issue a decision as to whether provisions of the Workforce Innovation and Opportunity Act were violated within 30 days. In the event the complainant is dissatisfied with the State's decision, he or she may appeal the State's decision to the United States Department of Labor Secretary. If such an appeal is made, the Secretary shall issue a final determination within one hundred and twenty (120) days of the receipt of the appeal.

WorkSource Coastal/Development Board

ATTN: Sheron Morgan, WSC Assistant Director

601 East 66th Street, Suite 201

Savannah, GA 31405

Phone (912) 351-6381 Fax: (912) 525-1622

All Complaints should be mailed or submitted via email to: smorgan@savannahga.gov

1. Complainant Information:

First Name _____ MI _____ Last _____

Address _____ City _____ State _____ Zip _____

Home Telephone (____) ____-____ Work Telephone (____) ____-____

Email Address _____ Are you a WSC Employee? ☐ Yes ☐ No

2. Respondent (Agency, Employee, or Employer you are making the complaint against):

Name _____ Telephone (____) ____-____

Address _____ City _____ State _____ Zip _____

3. What is the most convenient time for us to contact you about this complaint? _____

4. Briefly describe, as clearly as possible, your complaint. Attach additional sheets if necessary. Also, attach any written materials pertaining to your complaint.

a. Please explain the basis of the complaint. _____

b. Who was involved? Include witnesses, fellow employees, supervisors, or others. Provide names, addresses, and telephone numbers, if known.

c. Please list the location and date. _____

5. Were you offered employment services? (if applicable) ☐ Yes ☐ No ☐ N/A

I certify that the information furnished above is true and accurately stated to the best of my knowledge. I authorize the disclosure of this information to enforcement agencies for the proper investigation of my complaint. I understand that my identity will be kept confidential to the maximum extent possible consistent with applicable law and a fair determination of my complaint.

Complainant Signature _____

Date _____



**Georgia Department of Economic Development
Workforce Division
WIOA Grievance Information Form**

INSTRUCTIONS: Please fill out Questions 1-5 for a general complaint. If you feel you have been discriminated against, please complete Questions 6-11. This form should be completed and submitted within one hundred and eighty (180) days of the date of the alleged discriminatory act. Once you have completed the appropriate questions, please sign and date at the end of this form. If you require assistance in completing this form, please contact the Georgia Department of Economic Development, Workforce Division (WFD), and request the Compliance Team.

Pursuant to Section 181 of the Workforce Innovation and Opportunity Act, the State shall provide the complainant with an opportunity for a hearing within sixty (60) days of the complaint's filing, if expressly requested in writing by the complainant, or in the event is not requested, WFD shall issue a decision as to whether provisions of the Workforce Innovation and Opportunity Act were violated. In the event the complainant is dissatisfied with the State's decision, he or she may appeal the State's decision to the United States Department of Labor Secretary. If such an appeal is made, the Secretary shall issue a final determination within one hundred and twenty (120) days of the receipt of the appeal.

Georgia Department of Economic Development, Workforce Division

ATTN: Deputy Counsel David Dietrichs

75 Fifth Street, NW, Suite 845, Atlanta, GA 30308

Phone (404) 962-4005 Fax: (404) 876-1181

Submissions should be sent to: wdcompliance@georgia.org

1. Complainant Information:

First Name _____ MI _____ Last Name _____

Address _____ City _____ State _____ Zip _____

Home Telephone (____) _____ - _____ Work Telephone (____) _____ - _____

Email Address _____ Are you a GDECD Employee? ☐ Yes ☐ No

2. Respondent (Agency, Employee, or Employer you are making the complaint against):

Name _____ Telephone (____) _____ - _____

Address _____ City _____ State _____ Zip _____

3. What is the most convenient time for us to contact you about this complaint? _____

4. Briefly describe, as clearly as possible, your complaint. Attach additional sheets if necessary. Also, attach any written materials pertaining to your complaint.

a. Please explain the basis of the complaint. _____

b. Who was involved? Include witnesses, fellow employees, supervisors, or other. Provide names, addresses, and telephone numbers if known. _____

c. Please list the location and date. _____

5. Were you offered employment services? (if applicable) ☐ Yes ☐ No ☐ N/A

This is all that is required for a general complaint, please sign and date at the end of this form.



Please complete this section if you suspect you have been or are being discriminated against.

Pursuant to 29 C.F.R. §38.72, a discriminatory complaint must be filed within one hundred and eighty (180) days of the alleged discriminatory act. Per 29 C.F.R. §38.76 WFD will provide a "Written Notice of Final Action" within 90 days of the date on which the complaint was filed.

If (1) the complainant is dissatisfied with WFD's decision, or if WFD fails to issue a notice of Final Action within the 90-day period, the complainant, or his/her representative, may file a complaint with the Director of the United States Department of Labor's Civil Rights Center within thirty (30) days of receiving the Written Notice of Final Action. (§38.79 and §38.80) To clarify, the complainant must file with the Director within one hundred and twenty (120) days of the date on which the complaint was filed with the recipient. (§38.80)

6. Do you feel you have been discriminated against? ☐ Yes ☐ No
7. On what date did the alleged discriminatory action occur? _____
8. Check all grounds of discrimination that apply and specify the characteristic.
- | | |
|--|--|
| <input type="checkbox"/> Race _____ | <input type="checkbox"/> Age _____ |
| <input type="checkbox"/> Religion _____ | <input type="checkbox"/> Political Affiliation _____ |
| <input type="checkbox"/> Sex <input type="checkbox"/> Male <input type="checkbox"/> Female | <input type="checkbox"/> Reprisal/Retaliation _____ |
| <input type="checkbox"/> Disability _____ | <input type="checkbox"/> Color _____ |
| <input type="checkbox"/> Citizenship _____ | <input type="checkbox"/> National Origin _____ |
| <input type="checkbox"/> Sexual Harassment _____ | <input type="checkbox"/> Other _____ |
9. How were you treated differently? _____

10. Do you have an attorney or other representative for this complaint? ☐ Yes ☐ No
If yes, please provide the following:
Name _____ Telephone (____) _____ - _____
Address _____ City _____ State _____ Zip _____
11. If you have filed a case or complaint with any other government agency or non-federal entity, please list below:
- a. Agency _____ Date filed _____
Case or Docket No. _____
Date of Trial or Hearing _____
Location of Agency or Court _____
Name of Investigator _____
Status of Case _____
Comments _____

I certify that the information furnished above is true and accurately stated to the best of my knowledge. I authorize the disclosure of this information to enforcement agencies for the proper investigation of my complaint. I understand that my identity will be kept confidential to the maximum extent possible consistent with applicable law and a fair determination of my complaint.

Complainant Signature _____ Date _____

PART IV
PY16 STATEMENT OF WORK
ROSS IES CORPORATION

PART IV

Ross Innovative Employment Solutions Corp.

PY16

STATEMENT OF WORK



PY 16 WIOA Statement of Work

SERVICE PROVIDER: Ross Innovative Employment Solutions Corp.

TYPE OF ORGANIZATION: Private For-Profit

CONTACT PERSON(S): Shawn Brenner, *Chief Executive Officer*
Email: SBrenner@rossprov.com

Lynn Fournier, *Vice President, Contracts Management*
Email: LFournier@rossprov.com

Mailing Address:
300 South Riverside, Suite I
St. Clair, MI 48079

(810) 326-1510 (Office) (810) 326-4460 (Fax)

PROGRAM SERVICE: WIOA One-Stop Operator

CONTRACT PERIOD: July 1, 2016 – June 30, 2017

SERVICE AREA: Region 12/Area 20

Total WIOA Grant Fund Award: \$325,000

Contract Number: 2016 ROSS-OS-01-02

The Coastal Workforce Development (CWDB), in conjunction with the Chief Elected Official in Local Workforce Development Region 12/Area 20, has competitively procured Ross Innovative Employment Solutions Corp. (Ross-IES-CONTRACTOR) as the One-Stop Operator. This contract provides for services to adults, dislocated workers and referred youth during the period **July 1, 2016 through June 30, 2017.**

A. One-Stop Operator and Job Centers Management Responsibilities:

1) One-Stop Operator and Job Centers Management Responsibilities:

The CONTRACTOR will be responsible for providing and/or coordinating the career and training services for designated One-Stop Operator and Job Center sites. As the designated One-Stop Operator, the CONTRACTOR is responsible for the following management roles under the auspices of the Coastal Workforce Development Board (CWDB):

- a) The primary goal of the One-Stop Career/Job Center Operator is to create a seamless system of partners among workforce development, economic development, business, and community agencies in order to meet the needs of employers and job seekers in the Coastal Region. The One-Stop Career/Job Center Operator will oversee the development of a workforce that meets the employers' needs in the Coastal Region.
- b) WIOA service reporting to the CWDB and other appropriate entities as requested by the WorkSource Coastal (WSC) Executive Director. Required reporting will include a quarterly report in the format determined by WSC.
- c) Reporting registrant activity in a timely and accurate manner on the Georgia Department of Economic Development—Workforce Division (GDEcD-WFD) Georgia Work Ready Virtual One-Stop (VOS) System, the Entre' Solutions TrackSource Management Systems, and/or other designated client tracking systems.
- d) Convening and arranging meetings with the One-Stop Career Center Core/Community Partners on an as-needed basis to develop goals, assess center activities, and improve WIOA Program performance.
- e) Collaborating with one-stop partners, employers, and stakeholders to market services.
- f) Managing MOUs, Resource Sharing Agreements, and Infrastructure agreement center by center.
- g) Coordination of all services provided at One-Stop/Job Centers.
- h) CONTRACTOR ensures that partners are aware and trained in how to serve those with disabilities and those with a language barrier (Limited English Proficiency Plan), including services for individuals with a hearing impairment.
- i) Provision of services as stipulated by the Workforce Innovation and Opportunity Act of 2014 (WIOA) the CITY OF SAVANNAH or the CWDB shall be in compliance with policies and procedures specified by the CITY OF SAVANNAH and/or the CWDB, and/or its funding grants.

2) Required Services

This contract will detail only those services to be provided by the CONTRACTOR. Other services will be provided by the CONTRACTOR through other fund sources as outlined in the One-Stop Memorandum of Understanding (MOU) and the Resource Sharing Agreement (RSA). Career and training services may be provided by any local partner agency with funding from non-WIOA grant sources. Non-WIOA services will be coordinated through referrals and close collaboration with partners to ensure registrant receive universal access to appropriate services for which he/she is eligible.

Career Services

WIOA authorizes "career services" for adults and dislocated workers, rather than "core" and "intensive" services, as authorized by WIA. There are three types of "career services": basic career services, individualized career services, and follow-up services. These services can be provided in any order; there is no sequence requirement for these services. Career Services under this approach provide local areas and service providers with flexibility to target services to the needs of the registrant.

The three categories of Career Services are defined as follows:

Basic Career Services

Basic career services must be made available to all individuals seeking services served in the One-Stop delivery system, and include:

- Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- Outreach, intake (including identification through the State of Georgia's Worker Profiling and Reemployment Services system of unemployment insurance (UI) claimants likely to exhaust benefits), and orientation to information and other services available through the one-stop delivery system;
- Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
- Labor exchange services, including—
 - Job search and placement assistance, and, when needed by an individual, career counseling, including—
 - Provision of information on in-demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and,
 - Provision of information on nontraditional employment (as defined in sec. 3(37) of WIOA);
- Provision of referrals to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs;
- Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including—

- Job vacancy listings in labor market areas;
- Information on job skills necessary to obtain the vacant jobs listed; and
- Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
- Provision of performance information and program cost information on eligible providers of training services by program and type of providers;
- Provision of information about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;
- Provision of information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child health assistance available through the State of Georgia's Medicaid program and Children's Health Insurance Program; benefits under the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD); and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
- Provision of information and assistance regarding filing claims under UI programs, including meaningful assistance to individuals seeking assistance in filing a claim—
 - Meaningful assistance means providing assistance:
 - On-site using staff who are properly trained in UI claims, filing, and/or the acceptance of information necessary to file a claim, or
 - By phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time;
 - The costs associated in providing meaningful assistance may be paid for by the State's UI program, the WIOA Adult or Dislocated Worker programs, the Wagner-Peyser Employment Service, or some combination thereof these funding sources.

Individualized Career Services

If One-Stop/Job Center staff determine that individualized career services are appropriate for an individual to obtain or retain employment, these services must be made available to the individual. These services must be available in all One-Stop/Job Centers. One-Stop/Job Center staff may use recent previous assessments by partner programs to determine if individualized career services would be appropriate. These services include:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include—
 - Diagnostic testing and use of other assessment tools; and
 - In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the registrant to achieve his or her employment goals, including the list of, and information

- about, eligible training providers;
- Group and/or individual counseling and mentoring;
- Career planning (e.g. case management);
- Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term pre-vocational services;
- Internships and work experiences that are linked to careers;
- Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;
- Financial literacy services;
- Out-of-area job search assistance and relocation assistance;
- English language acquisition and integrated education and training programs;
- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include diagnostic testing and use of other assessment tools, and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- Development of an Individual Employment Plan (IEP) and Objective Assessment Summary (OAS) with the WIOA registrant to identify training and employment goals, achievement objectives, and an appropriate combination of services for the registrant to achieve the goals established in the IEP and OAS. Both documents will be signed and entered in the Virtual One-Stop System (VOS) as required by WSC and GDECD-WFD;
- Provision of Individual counseling and career planning;
- Provision of Group counseling;
- Provision of Case management for registrants seeking training services as well as referrals to such services selected by the registrant in accordance with CWDB policy; and
- Provision of Short term pre-vocational services.

Follow-up Services

Follow-up services must be provided as appropriate for registrants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the work place is an appropriate type of follow-up service. Follow-up services do not extend the date of exit in performance reporting.

Training Services

Includes opportunities available and listed on the Georgia's Eligible Training Providers (ETPL) and local partners identified by the CWDB will include:

- Occupational skills training, including training for nontraditional employment;

- On-the-Job training (OJT);
- Incumbent Worker Training (IWT);
- Programs that combine workplace training with related instruction (i.e., Work Experience and/or subsidized employment)
- Internships
- Skill upgrading and retraining
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Training Services will be provided to eligible adults and dislocated workers primarily through the use of Individual Training Accounts (ITAs) although OJT, customized training, internships, and some programs designed to meet the needs of special populations may also be available. Registrants may choose among the training programs as listed on State of Georgia's WIOA Eligible Training Provider List (ETPL), in accordance with demand occupations approved by the CWDB as long as the program listed meets local performance criteria established by the CWDB. The CWDB has approved training services for occupations determined by the local board to be in sectors of the economy that have a high potential for sustained demand or growth in the local area, and these occupations have been listed in the most recent Local Plan.

The term "special population" refers to registrant groups who are low income and face multiple barriers to employment as defined in CWDB Policy:

- TANF recipients
- Offenders
- Homeless
- Older Workers
- Disabled
- Limited English speaking skills

One-Stop Career/Job Center Operator staff will collaborate with CWDB/WorkSource Coastal to implement effectively an integrated WorkSource Coastal Delivery System for employers and job seekers. In addition, work closely with other partnering staff to ensure that services are coordinated, facilitated, promoted, designed, and expedited in a highest quality customer-friendly manner while providing non-duplicative, uniform services across locations, fully accessible and successfully equipping as many customers as possible with the skills and tools to be "Career Ready" and secure gainful employment.

The WorkSource Coastal Delivery System delivery of service must follow the requirements of Workforce Innovation and Opportunity Act of 2014 (WIOA), including WIOA mandated and non-mandated partner organizations, to all interested job seekers and employers in the comprehensive One-Stop Career/Job Center and affiliated satellite sites as identified in the Memorandum of Understanding with the CWDB and County Local Elected Officials (CLEOs).

The One-Stop Career/Job Center Operator will provide management and oversight of the partnership of agencies that comprise the WorkSource Coastal Delivery System. The Scope of Services required for the One-Stop Career/Job Center Operator will include, but are not limited to:

- The One-Stop Career/Job Center Operator shall ensure that the partners, on an ongoing basis, deliver quality and timely career services;
- The One-Stop Career/Job Center Operator shall provide information and access to training services, including serving as the point of access to training services for participants under WIOA;
- The One-Stop Career/Job Center Operator shall provide information and access to programs and activities carried out by the WorkSource Coastal Delivery System partners as described in the Memorandum of Understanding between the local WDB and the local elected officials;
- The One-Stop Career/Job Center Operator shall provide access to the labor market data, information, and analysis and all job search, placement, recruitment, and other labor exchange services authorized by Wagner- Peyser. **Wagner-Peyser services are mandated to co-locate within the One-Stop Career/Job Centers;** and
- The One-Stop Career/Job Center Operator shall insure that all Center services and outreach materials are ADA and EO Compliant with prior approval from WorkSource Coastal before distribution to the public.

One-Stop Certification

The One-Stop Career/Job Center Operator shall achieve the major work components and standards necessary to acquire and maintain One-Stop Certification Standards. These standards are:

- One-Stop Management Standards
- Systems Standards for Employer Services
- System Standards for Job Seeker Services

The One-Stop Career/Job Center shall work in close partnership with the WorkSource Coastal staff to provide guidance and leadership to the Coastal Workforce Delivery System to achieve the following outcomes:

- Deliver a high-quality, consistent set of services to jobseekers and employer customers.
- Ensure a mix of services that allow the system to serve a diverse customer base.
- Coordinate services and funding to support customer access to and success in postsecondary education.
- Support job seekers and workers progress toward economic self-sufficiency.
- Promote business- and industry-sector and employer-driven skilled development strategies.
- Maintain and consistently improve the integration of services and service providers within the Coastal Workforce Delivery System.
- Ensure high levels of accountability, cost-efficiency, and innovation to maximize resources and customer satisfaction.

The One-Stop Career/Job Center Operator is responsible for implementing and managing the

Coastal Workforce Delivery System under policies and guidelines established by the CWDB, State Workforce Investment Board, GDECD--WFD, and USDOL. Under this component, the One-Stop Career/Job Center Operator is responsible for coordinating with the CWDB to ensure system-wide standards are achieved, and utilize continuous quality improvement assessment tools to document positive change and to systemize standards and their usage across the system.

The One-Stop Career/Job Center Operator is responsible for promoting and facilitating integration of service delivery in the WorkSource Coastal Delivery System. Examples of services to be provided under this work component include:

- Providing information and technical assistance to One-Stop Career/Job Center sites to maintain certification and integration standards
- Managing resource sharing and allocation in One-Stop Career/Job Center, including management of universal core services
- Coordinating with WorkSource Coastal staff on local rapid response teams and activities when required
- Assisting in the marketing of One-Stop Career/Job Center
- Supporting system communications
- Coordinating staff competency training
- Coordinating with training institutions

The One-Stop Career/Job Center Operator must coordinate services to employers and develop strategies to improve and increase services to employers based on best practices, including but not limited to:

- Providing quality services to businesses.
- Identifying and integrating business services best practices into the One-Stop Career/Job Centers.
- Coordinating events based on local labor market needs and job seeker assessments.
- Participating in statewide planning activities related to business services.

Partners

The One-Stop Career/Job Center Operator selected through this procurement will coordinate the Coastal Works services offered by the required and additional Partners according to the requirements of the Workforce Innovation and Opportunity Act of 2014.

Required Partners (*denotes core partners) as authorized by WIOA include:

- WIOA Adult Program*
- WIOA Dislocated Worker Program*
- WIOA Youth Program*
- Wagner-Peyser Employment Services*
- Adult Education*
- Vocational Rehabilitation*
- Career and Technical Education (Perkins Act)
- Community Service Block Grant
- Indian and Native American Programs

- HUD Employment and Training Programs
- Job Corps
- Local Veterans' Employment Representatives and Disabled Veterans' Outreach Program
- National Farmworker Jobs Program
- Senior Community Service Employment Program
- TANF (unless otherwise waived by Governor)
- Trade Adjustment Assistance Programs
- Unemployment Compensation Programs
- YouthBuild

Additional Partners are organizations who voluntarily involve their services in the WorkSource Coastal Delivery System.

Potential Partners listed in the Act include:

- Social Security Employment and training programs
- Supplemental Nutrition Assistance Program (SNAP)
- Vocational Rehabilitation Client Assistance Program
- National and Community Service Act programs
- Other federal, state, or local employment, education, or training programs, including those provided by libraries
- Additional potential Partners may be included in the Memorandum of Understanding.

Quarterly partner meetings must be held to encourage communication among partners, to leverage resources, to discuss effectiveness of the One-Stop Career/Job Centers, and to create strategies to more effectively serve the customer.

Partner Requirements:

The One-Stop Career/Job Centers Operator shall be expected to negotiate with the partners and maintain the resource sharing agreements in these efforts. The One-Stop Career/Job Centers Operator will collaborate with WDB staff to finalize the MOU for the local elected officials and the cost allocation plan with partners each year.

Each resource sharing agreement shall detail the following:

1. Services provided and coordinated through the WorkSource Coastal Delivery System
2. Funding of shared services and infrastructure costs
3. Referral methods between partners and One-Stop Career/Job Centers

Partners will make a commitment to support the following:

- A strong entrepreneurial approach designed to serve the customer, simplifying bureaucratic systems;
- Bringing funded or in-kind resources;

- Providing staff to be supervised (functionally) by the managing entity, or providing a state-of-the-art electronic linkage in lieu of a staff presence;
- Sharing in the cost of Center operations;
- Actively participating in the governance of the Center; and
- Supporting the CWDB's and Center's mission, goals and business plan

The One-Stop Career/Job Center Operator, working collaboratively with the Partners and CWDB, will drive the formation of an integrated, innovative WorkSource Coastal Delivery System.

The One-Stop Career/Job Center Operator must be committed to sharing the overall cost of operations and supports the incorporation of resource development and fund diversification into the WorkSource Coastal Delivery System. In partnership with the WDB, the Operator will develop both short and long-range options for identifying and securing resources to support the efforts of the WIB to development of cutting-edge strategies to meet the needs of the Coastal Region's residents. The One-Stop Career/Job Center Operator should demonstrate their ability to leverage both cash and in-kind resources in the delivery of workforce development services.

The One-Stop Career/Job Center Operator shall arrange for services to be integrated (where possible and reasonable) in the WorkSource Coastal Delivery System in such a way that duplication of service is avoided.

Establishing Workforce Services in the Community

In addition to the comprehensive One-Stop Career/Job Center and affiliated WorkSource Coastal satellite sites, the Operator must establish, maintain, and coordinate services through:

On-Location Services

In an effort to reach the remote communities with high levels of poverty and to break down the walls of a traditional workforce delivery system, the WorkSource Coastal Delivery System will provide On-Location Services. Some locations may include but are not limited to homeless shelters, military bases, public schools, institutions of higher learning, community centers etc.), the Operator will be required to make such Career Services available to those communities by CWDB/WorkSource Coastal, partners and non-partners, as requested by community agency. The Operator is responsible for tracking *On-Location* site visits, including frequencies and services to be delivered.

Outreach

WorkSource Coastal will be responsible for developing an outreach plan that shall include development of brochures (in addition to, but not duplicative of CWDB or State mandated brochures), PowerPoint presentations, community-based print and radio ads, and if appropriate, website information detailing business offerings and an overall strategy for announcing the resources of the CWDB's/ WorkSource Coastal Delivery System. All materials produced and published must be approved and shared with the CWDB and WorkSource Coastal staff. The CONTRACTOR shall use all mandated brochures developed by the CWDB or the State/GDECD--WFD.

The Comprehensive One-Stop Career/Job Center shall have a coordinated outreach plan with

local chambers of commerce, economic development organizations, local units of government and other relevant business organizations to achieve the goal of reaching and providing quality services to businesses. The CWDB maintains a website (www.worksourcecoastal.org) to allow customer's access to WorkSource Coastal and other Business Services information 24 hours a day.

Printed material and other written information at the One-Stop Career/Job Center must be language accessible for the Coastal Region's diverse population of jobseekers. Whenever feasible, language barriers should be removed so that all visitors to the Center feel welcome and can benefit from the experience.

The One-Stop Career/Job Center Operator shall establish and maintain a Limited English Proficiency Plan, including services for individuals with a hearing impairment. The Operator is required to train all staff on how to use the Limited English Proficiency plan.

Provision of Services to Employers

All One-Stop Career/Job Center shall offer a broad range of integrated services that are provided free-of-charge to all employers to support economic and workforce development efforts. The Operator will be responsible for coordinating the following employer services with the State's Wagner-Peyser staff:

- Interview facilities at the Site;
- Access to labor market and related information through the Georgia Department of Labor's website: http://www.dol.state.ga.us/em/get_labor_market_information.htm;
- State and/or federally generated information on ADA;
- Information regarding workplace accommodations for persons with disabilities;
- Information and referral to business start-up, retention and expansion services;
- Information and referral to sources for developing customized training programs;
- Information on career preparation activities and career pathways;
- Information on Trade Adjustment Act (TAA) and certification;
- Information about incentives such as OJT programs, based on worker eligibility;
- State and/or federally generated information on tax credits for new hires;
- State and/or federal program information on Federal bonding;
- Access to information and services through the Center and online;
- Access to media to address the employment and training needs of businesses;
- Avenues to place job openings as well as access to www.worksourcecoastal.org; and
- Other services as appropriate.

All sites shall work with the One-Stop Career/Job Center Operator to ensure that the preceding employer services are offered through the network of One-Stop Career/Job Centers. Each One-Stop Career/Job Center employee (regardless of funding) shall represent the WorkSource Coastal Delivery System.

Additional comprehensive and higher level services to employers and businesses shall be provided by the Comprehensive One-Stop Career/Job Center.

These services shall include:

- Referrals of well-qualified WorkSource Coastal customers including all served

populations;

- Staff-assisted employee pre-screening;
- Basic job matching of résumés and applications;
- Preliminary basic skills and other assessments;
- Industry specific job fairs;
- Positive recruitments;
- Relevant business seminars and information sessions;
- Job developer referrals and workshops; and
- Other CWDB approved business services.

The Operator must work with the Business Service Representatives for the Coastal Region to develop a systematic, equitable approach in determining (based on need) what level of services each business will receive from the WorkSource Coastal Center. This methodology must be approved by the CWDB prior to implementation.

The Operator is responsible for working with the Business Services team in order to achieve employer satisfaction performance measures set forth by USDOL.

Rapid Response Services

Rapid Response Services, as mandated by USDOL, are services delivered to businesses and employees of companies that are experiencing downsizing through layoffs or closure and may have also been impacted by a Worker Adjustment & Retraining Notification (WARN) issued by the State. The Georgia Department of Economic Development, Workforce Division coordinates the Rapid Response teams across the State of Georgia. The Operator will be expected to participate as necessary in the Region.

The One-Stop Career/Job Center shall provide the following Rapid Response Services to employees of businesses issuing WARN notices, in conjunction with the WorkSource Coastal staff. Services must:

- Developing a plan for averting layoff(s) with the affected business and/or in consultation with State or local economic development agencies, including private sector economic development entities;
- Reviewing affected workers' assistance needs;
- Coordinating and conducting Rapid Response workshop presentations to assist with career transition, job search tools and skills, résumé preparation, and interviewing techniques;
- Assessing re-employment prospects for workers in the local community;
- Providing information on available resources to meet the short and long-term needs of affected workers;
- Establishing a process of referring affected employees to the WorkSource Coastal Delivery System;
- Developing recruitment/job development activities including job fairs, positive recruitments, job lead development, and general recruitment notifications;
- Assist with providing Rapid Response Information Packets with appropriate information relating to potential dislocations, available adjustment assistance, and the effectiveness of Rapid Response strategies; and when appropriate,

- including information on TAA program and the North American Free Trade (NAFTA) – TAA program; and
- Developing a business visitation program that improves service coordination, guidance in establishing a labor-management committee voluntarily agreed to by labor and management, or a workforce transition committee comprised of representatives of the employer, the affected workers and the local community.

Provision of Services to Job Seekers

The One-Stop Career/Job Center Operator must “meet” the minimum standard set forth by One-Stop Certification Standards, the ability to provide Career Services and activities to all job seekers.

Accessibility

The One-Stop Career/Job Center shall meet all requirements regarding compliance with State and Federal disability laws and procedures for ensuring universally accessible physical and program environments for all customers. It is required that providers complete and adhere to the standards and expectations set forth in national the Equal Opportunity Self-Assessment Guides and Checklists. The sites are monitored annually for compliance by the WorkSource Coastal staff. The One-Stop Career/Job Center staff must attend any required training in program access for customers with disabilities and access to employment programs and services for the disabled. Successful proposers in conjunction with WorkSource Coastal staff are primarily responsible for bringing One-Stop Career/Job Centers into compliance with ADA laws and ensuring ongoing standards are maintained in relation to accessibility.

Hours of Operation

Regular hours of operation for the One-Stop Career/Job Centers are Monday through Friday from 8:00 AM to 5:00 PM. Hours may vary by location for Affiliates. One-Stop Career/Job Centers will be closed on applicable City of Savannah and Federal holidays. Some services may require non-traditional and weekend hours of operation.

B. Expectations and Deliverables Under this Contract

It is estimated that there will be a minimum of **250** registrants served under this contract – **100** new Adults and **150** Dislocated Workers. The CONTRACTOR will work in conjunction with local workforce area staff and the CWDB to formulate appropriate policies to increase service to Adults and Dislocated Workers in the region.

The CONTACTOR will be required to meet the following expectations and deliverables:

- Maintain One-Stop Certification of Center(s)
- Adhere to executed Resource Sharing Agreements, includes timely, quarterly reconciliation
- Business Plans for each Center (or one Business Plan for the region with subsections for each Center)
- At a minimum, meet all performance measures (WIOA measures, Business Plan, CWDB goals, customer satisfaction, etc.)
- Adhere to an ongoing, executed Staff Development and Training plan to include

partners

- Maintain services in One-Stop/Job Centers Affiliate locations
- Coordinate all services and program in the One-Stop/Job Centers
- Ongoing participation in workforce development related community events
- Ongoing collaboration and information sharing with the CWDB/WorkSource Coastal staff as requested
- Promotion of the One-Stop/Job Centers
- Ensure workshops are scheduled and posted on a monthly basis
- Partner coverage for all Resource Rooms
- Adhere to up-to-date and executed Outreach plan for the One-Stop/Job Centers
- Expend a minimum of 90% of total grant

Reports

Quarterly Reports: Routine quarterly written programmatic reports shall be due by the fifteenth (15th) calendar day of the month following the month being reported on.

○ **Metrics:**

The One-Stop Operator Services CONTRACTOR will be measured on the following:

Description of Deliverables		#
▪	Number of new businesses accessing the Center	75 <i>Minimum</i>
▪	Number of Outreach/Recruitment or Community related events held at Job Center	25 <i>Minimum</i>
▪	Number of issues noted by WorkSource Coastal Services Staff during monitoring visit	3 Findings 5 Deficiencies <i>Maximum</i>

Profit: Profit is paid when the following deliverables are documented as required by CWDB staff. Profit will be earned quarterly and can be made up in subsequent quarters. Earned profit will be calculated at a maximum of 6.00% of the salaries and wages, beginning at the 1st quarter and paid at the end of the contract period.

Profit Criteria	Ross 1st Qtr.	Ross 2 nd Qtr.	Ross 3 rd Qtr.	Ross 4 th Qtr.	Ross Total	%
Number of new business using the center	10	21	22	22	75	1.00
Number of Partner Collaboration meetings addressing populations with additional barriers held per quarter	20	20	20	20	80	1.00

Number of outreach/recruiting activities organized each quarter. A monthly report (format to be developed jointly with CWDB) will be submitted identifying pertinent information.	5	6	7	7	25	1.00
Number of Best Practices meetings between the One-Stop Core partners per quarter	1	1	1	1	4	1.00
Number of staff disability related technical trainings conducted in at least one Career Center per quarter.	5	5	5	5	20	1.00
Number of recruitment events held during non-traditional hours.	10	13	14	13	50	1.00
Total Potential Profit payable at closeout						6.00

Note: Specific required reports will be negotiated at the beginning of the awarded contract. (Other reports may be required throughout the year at the request of the CWDB.)

C. Performance Goals for Common Measures

All WIA and WIOA funding is partially based on achieving US Department of Labor's performance measures regarding employment and training.

With the transition between the Workforce Investment Act (WIA) and WIOA occurring between PY14 and PY16, the PY15 CONTRACTOR will be subject to the WIA Common Measures through June 30, 2016. The measures are as follows:

- **Entered Employment** - To increase employment, as measured by entry into unsubsidized employment (1st quarter after exit);
- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (2nd and 3rd quarter after exit); and
- **Average Earnings** - To increase earnings received in unsubsidized employment (average of 2nd and 3rd quarter after exit).

However, the PY15 CONTRACTOR must to take into account that WIOA Performance Measures (effective, July 1, 2016) will be based on data regarding Exiters from the WIA program for the previous two years (beginning July 1, 2014), unless otherwise waived by USDOL. The CONTRACTOR is responsible for the follow-up and performance measures data for both WIA and WIOA measures and track the data for both sets of measures.

The WIOA Performance Measures with noted changes are described below:

- **Employment** - To increase employment, as measured by entry into unsubsidized employment (2nd quarter after exit);
- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (4th quarter after exit); and
- **Median Earnings** - To increase earnings received in unsubsidized employment (median of 2nd quarter wages after exit).
- **Credential Rate** – To increase credentials or diplomas obtained during or immediately after program exit.
 - *Definition:* Percentage of participants who obtain a recognized post-secondary credential or diploma during participation or within 1 year after program exit.
- **In-Program Skills Gain** – To increase the skills obtained through education leading to a credential or employment during the program year.
 - *Definition:* Percentage of participants in education leading to credential or employment during program year, achieving measurable gains. Measured in real- time.
- **Employer Services** – To indicate effectiveness in serving employers.
 - Number and definitions are pending and will be effective July 1, 2016.

The CONTRACTOR is responsible for meeting all performance measures as laid out by USDOL.

In the event that the GDEcD—WFD and/or the CWDB sets additional goals to indicate the success of the system or centers, the CONTRACTOR is responsible for meeting those goals and/or measures as well. The CONTRACTOR is responsible for all performance data regardless of Service Provider.

Coastal Region's PY2016 Performance Goals

Below are the performance measures negotiated with GDEcD—WFD for Coastal Region 12/Area 20.

WIOA Performance	PY16 Goal
Adult Q2 Entered Employment	83%
Adult Q4 Entered Employment	87%
Adult Median Earnings	\$6,200
Adult Credential Rate	72%
Adult In-Program Skills Gain	---

DW Q2 Entered Employment	88%
DW Q4 Entered Employment	85%
DW Median Earnings	\$8,250
DW Credential Rate	72%
DW In-Program Skills Gain	---

In addition to these measures (and pending WIOA measures), the Coastal Workforce Development Board requires that the CONTRACTOR maintain a minimum overall "Satisfactory" customer service satisfaction rating from job seekers and employers.

Employment goals are measured using Unemployment Insurance Wage Records systems, and customer satisfaction goals are measured by sampling. The GDEcD--WFD is currently managing all data collection regarding employment goals and customer service (job seeker and employer) satisfaction. The CONTRACTOR is responsible for capturing all credentials and entering them into VOS as well as all In-Program Skills Gains.

In order to be considered meeting performance as outlined above, the CONTRACTOR must meet at least 80% of the stated goal for each measure. See Attachment A for Region 12/Area's Performance Benchmarks.

D. Service Delivery

1) Registrants' Service Experience:

A customer entering the One-Stop/Job Centers will have immediate access to basic career services. In coordination with Wagner Peyser Employment Services, career services include program specific information and eligibility, outreach, intake and orientation, assessment, labor exchange services, referrals to and coordination with other programs and services, workforce and labor market employment information, information on eligible providers of training, local performance measures, information on availability of supportive services, eligibility for financial aid assistance for training, and information and assistance on filing claims under UI.

Services focus on customer choice. The registrant's experience is to be in the highest quality customer-friendly manner while providing non-duplicative, uniform services across locations, fully accessible and successfully equipping as many customers as possible with the skills and tools to be "Career Ready" and secure gainful employment.

2) Organization and Flow of One-Stop Operator Management Activities:

a) Assessment and Triage Process

An initial "triage" of customers will occur during the first visit to the Coastal Works Career Center. This is a customer survey of need and reason for seeking assistance. The CONTRACTOR philosophy of "triaging" customers and working with partner resources

minimizes duplication of services and results in the effective use of funds available. It also ensures that customers are receiving services from agencies most qualified to address specific needs in a timely fashion. Customer skill development needs and goals will be identified and every attempt will be made to match those needs and goals with various programs and funding streams available both within the system and with other key agencies.

Each customer will meet with a Career Specialist for a brief interview and informal assessment of work history, employment needs, barriers to employment, potential program eligibility, and possible agency referrals. At a minimum, Ross provides labor market testing, as well as any additional assessments as deemed necessary. A list of assessment tools available includes literacy and basic skills, such as the TABE, interests, such as O*Net, Career Scope, and Self-Directed Search, and workplace skills, will also register for Wagner Peyser Employment Service (Job Service). Registration triggers additional services offered by the system and particularly Wagner Peyser and WIOA funded programming. Upon successful completion of registering customers will be asked to participate in an orientation to the system.

WorkSource Coastal is responsible for providing the necessary software systems to track customer flow.

b) Career Services

CONTRACTOR shall provide the three types of "career services": basic career services, individualized career services, and follow-up services. These services can be provided in any order; there is no sequence requirement for these services.

The three categories of career services are defined as follows:

Basic Career Services

Basic career services must be made available to all individuals seeking services served in the one-stop delivery system, and include:

- Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- Outreach, intake (including identification through the state's Worker Profiling and Reemployment Services system of unemployment insurance (UI) claimants likely to exhaust benefits), and orientation to information and other services available through the one-stop delivery system;
- Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
- Labor exchange services, including—

- Job search and placement assistance, and, when needed by an individual, career counseling, including—
 - Provision of information on in-demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and,
 - Provision of information on nontraditional employment (as defined in sec. 3(37) of WIOA);
- Provision of referrals to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs;
- Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including—
 - Job vacancy listings in labor market areas;
 - Information on job skills necessary to obtain the vacant jobs listed; and
 - Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
- Provision of performance information and program cost information on eligible providers of training services by program and type of providers;
- Provision of information about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;
- Provision of information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD)¹; and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
- Provision of information and assistance regarding filing claims under UI programs, including meaningful assistance to individuals seeking assistance in filing a claim—
 - Meaningful assistance means providing assistance:

- On-site using staff who are properly trained in UI claims, filing, and/or the acceptance of information necessary to file a claim, or
- By phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time;
- The costs associated in providing meaningful assistance may be paid for by the State's UI program, the WIOA Adult or Dislocated Worker programs, the Wagner-Peyser Employment Service, or some combination thereof these funding sources.

Individualized Career Services

If One-Stop/Job Center staff determines that individualized career services are appropriate for an individual to obtain or retain employment, these services must be made available to the individual. These services must be available in all one-stop centers. One-Stop/Job Center staff may use recent previous assessments **conducted with 6-months or less** by partner programs to determine if individualized career services would be appropriate. These services include:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include—
 - Diagnostic testing and use of other assessment tools; and
 - In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers;
- Group and/or individual counseling and mentoring;
- Career planning (e.g. case management);
- Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term pre-vocational services;
- Internships and work experiences that are linked to careers;
- Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using

information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;

- Financial literacy services;
- Out-of-area job search assistance and relocation assistance; and
- English language acquisition and integrated education and training programs.

Follow-up Services

Follow-up services must be provided as appropriate for participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the work place is an appropriate type of follow-up service. Follow-up services do not extend the date of exit in performance reporting.

- c) Partnership Management in the One-Stop/Job Centers (Service Delivery) System to include Youth

The CONTRACTOR will work with CWDB to renew partnerships with regional private sector, education, training and community development partners to maximize breadth, integration and impact of WorkSource Coastal programs; and to eliminate gaps and redundancies in regional workforce development efforts.

The CONTRACTOR will provide management and oversight of the partnership of agencies that comprise the WorkSource Coastal Delivery System. The Scope of Services required for the System's One-Stop Operator will include, but are not limited to:

- The Operator shall insure that WorkSource Coastal System partners, on an ongoing basis, deliver quality and timely career services;
- The Operator shall provide information and access to programs and activities carried out by WorkSource Coastal System partners as described in the Memorandum of Understanding between the local WDB and the local elected officials;
- The Operator shall provide access to the labor market data, information, and analysis and all job search, placement, recruitment, and other labor exchange services authorized by Wagner- Peyser. **Wagner-Peyser services are mandated to co-locate within the Coastal Works Centers.**

- d) Pre-Employment Services & Career Ready Activities

The CONTRACTOR will provide Pre-Employment Services including:

- Job exploration counseling
- Work based learning opportunities
- Counseling on post-secondary educational opportunities

- Workplace readiness training
- Instruction in self-advocacy

Career Ready Activities

As a One-Stop Operator, the One-Stop Manager will ensure all partner collaboration is occurring to keep customers engaged in service through employment and retention. The Career Center will be viewed as a resource for learning and support. The One-Stop Manager will help drive the daily activities to the Center. This includes daily workshops, appointment scheduled sessions with the Career Specialist, daily job clubs, regular job fairs, weekly employer visits, and special events that include all of the partners.

No job seeker will be referred to a business unless they are certified as "career ready". The CONTRACTOR will keep a database of those customers who are prepared to meet minimum qualifications, as well "Fast Track" job ready participants who possess higher level skills and education appropriate for the needs of employers hiring skilled workers.

e) Service to Special Populations and Veterans

The CONTRACTOR shall provide services to Special Populations including veterans, migrant and seasonal farm workers, individuals with disabilities, older workers, public assistance recipients, ex-offenders, customers with limited English proficiency and other groups.

The priority of services is:

1. First, to veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.
2. Second, to non-covered persons (that is, individuals who are not veterans or eligible spouses) who are recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.
3. Third, to veterans and eligible spouses who are not recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.
4. Last, to non-covered persons outside the groups given priority under WIOA.

f) Customer Service Delivery

The Service Delivery Model Components shall include:

Intake
Triage and Follow-Up

Assessment of
Interests/Aptitudes/Needs Career
and Educational Exploration

Participant Pathway and Outcome Plan
Counseling/Case Management/Coaching
Support Services
Work-Readiness Instruction and Assessment
Development of Knowledge, Skills, and Abilities for Job Entry

Skills Upgrading for Occupational Progress
Employer Engagement/Job Development and Placement
Post-Job Placement Support for both Participant and Employer
Employer Services and Engagement

g) Technology

The CONTRACTOR will employ current technology in the Career center operations including apps, social media, online training and services, etc. not only to serve customers, but to advertise to potential customers and employers about the services offered.

The Contractor will use VOS to maintain customer and case management records including case notes.

The Contractor will use industry-standard accounting software in maintaining program fiscal records.

3) Outreach and Recruitment:

As part of the Outreach and Recruitment activities, WorkSource Coastal will employ media coverage such as radio, social media (Facebook, Twitter, LinkedIn) newspaper, brochures, as well as involvement in civic organizations and community events. Outreach intake efforts should include attending expos specific to target groups; contacting and establishing relationships with specific agencies such as Rehabilitation Services, Veterans, Adult Education, Wagner Peyser and TANF programs; working with the community social service and non-profit agencies to help publicize the program through informational materials and electronic media, personal contact with program staff, and presentations.

4) Rapid Response Activities:

The WSC Business Service Representatives (BSRs), in conjunction with One-Stop Operator Staff may participate in Rapid Response activities with companies experiencing layoffs of 25 or more employees in Region 12. This may include: advising company officials of the WIOA and basic Georgia Department of Labor services available; advising employees scheduled to be laid off of the WIOA and Career Services at employer locations if required; participation in the planning and delivery of customized WIOA services for large layoffs; and any other appropriate intervention required for a large or massive scheduled layoff.

5) Job Search and Placement Assistance:

Job Search and Placement Assistance services offered by the CONTRACTOR at the Coastal Works Centers will include:

- Free access to computers, internet, fax machines, and printers for job search purposes
- Access to job listings
- Labor market information
- Assistance preparing resumes
- Comprehensive assessment of job skills, abilities, aptitudes, and needs
- Career counseling
- Workshops on topics such as interviewing skills
- Case management
- Pre-vocational services
- Individual employment plans
- Training in literacy skills
- Referrals to training, education, and related supportive services (such as transportation and child care)

Job Readiness/Job Search Workshops will be scheduled and conducted every day. This schedule will be posted in the One-Stop. Customers will be assigned a specific series of sessions designed to address job readiness/job search weaknesses, or Adult Education. Employment related counseling continues for the duration of services.

E. Reporting and Recordkeeping:

Career Specialists shall enter all registrants data and record WIOA services (to include Supportive Services) in the GDEcD Georgia Work Ready Virtual One-Stop (VOS) System at a minimum of one-time every 30 days or as specified by WSC. In addition, the CONTRACTOR will be responsible for using and recording data in the Entre' Solutions TrackSource Management System and Georgia Work Ready VOS System for registrants with Individual Training Accounts, Pre-Vocational Services, and any Special Initiatives/Program Training Services established and per the requirements as set forth by the CWDB and GDEcD—WFD.

Career Specialists must maintain individual paper file folders for registrants enrolled in WIA/WIOA-funded training and/or career services. The registrant file folders shall contain copies of documentation entered in the Georgia Work Ready System/VOS and the Entre' Solutions TrackSource Management System, and all related documents including all original forms; assessment results, evidence of appropriateness of training; labor market research/information; grievance procedures; release of information forms, time and attendance records, supportive services payment records; course schedules, grades/performance reports; verification of skill attainment; copies of correspondence to and from registrant; employment release and verification information; and follow-up services documentation. Approved 6-section classification file folder composition checklists must be utilized in each section of the classification file folders, and documentation must be maintained in the order of the checklists. WIA/WIOA registrant classification file folders are required to be properly maintained to ensure the requirement of having a consistent appearance.

All records will be retained by the CONTRACTOR for a period of one year beginning from the submission of the final expenditure report. If any litigation, claim or audit is started before the expiration of the one-year period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved. In order to meet these requirements, registrant records must be secured, stored and retained on the basis of Program Year Exit Dates

as outlined in WSC procedures. On-site inspection of records may take place with or without notice at any time during normal business hours wherever the records are maintained. Records shall not be removed without prior approval and written consent of the WSC.

F. Invoicing Process/Documenting Payments

Contract budgets are negotiated by WorkSource Coastal Administrative Staff. Contract budgets are reviewed and approved by the Executive Director and Finance Administrator. The signed budget becomes the source document for processing CONTRACTOR invoices.

a) Invoice Submission

The service provider is provided invoice forms. Service providers must submit a monthly invoice along with supporting documents to WSC to request reimbursement of funds expended for WIOA activities. The invoice will report a service provider's expenditures by Funding Source (Adult/Dislocated Worker) and cost category and is due the 15th day of the month following services.

b) Source Documentation Cover Sheet

Each service provider is provided a spreadsheet detail cover sheet. The spreadsheet detail cover sheet is the line item budget of the contract. All costs incurred must be identified on the spreadsheet detail cover sheet and must agree with the documentation submitted.

The spreadsheet detail cover sheet organizes the supporting detail which facilitates timely payments. The totals shown by cost category on the spreadsheet detail cover sheet are transferred to the invoice. In addition, CONTRACTORS are responsible for monitoring the budget line items to ensure that over expenditure in any major line item does not occur.

c) Documentation:

Personnel/Fringe Costs

Time Sheets for CONTRACTOR's WIOA-funded employees are required. Time sheets will be available for review during WSC monitoring visits.

Travel/Training

Travel Voucher mileage and destinations are to be included as part of the travel documentation. Travel is to be charged to each fund source based on actual costs per fund source.

Operations Costs

Invoices/logs for all costs not directly related to registrants or personnel. This includes rent (include copy of rental agreement/contract), utilities, office supplies, insurance/bonding, equipment, copying, and postage and generally covers all charges necessary to operate a business.

Registrant Costs

Invoices/time sheets for all costs directly related to registrants: physicals, background checks, uniforms, training materials/supplies, transportation and childcare (where applicable.) The registrant costs are charged to the appropriate funding source (Adult or Dislocated Worker) in which the registrants are enrolled.

Indirect Costs

A copy of the CONTRACTOR's cost allocation plan, federally approved indirect plan, local approval of 10% de minimis or a letter certifying CONTRACTOR has never received a federal indirect cost rate is maintained in the contract file.

Note: All applicable documentation shall have the required signatures and dates for all responsible parties.

F. Project Management

1) Staffing and Job Descriptions

The following staff positions are funded as full-time and part-time positions through this contract:

Regional Director	.05 FTE
One Stop Manager	1 FTE
Assistant Director	1 FTE
Report Coordinator	1 FTE

TITLE	WIOA JOB DUTIES
Regional Director	Responsible for training, ensuring program quality and achievement of program outcomes, contract compliance, and effective project reporting to funding organizations and corporate management.
One-Stop Manager	The One-Stop Manager is responsible for the effective operation of all One-Stop services and ensures that services are provided universally using an integrated, business driven approach, allowing for customer choice. The One-Stop Manager is responsible for ensuring that customer feedback is collected and for obtaining and maintaining performance-driven, outcome based measures. The One-Stop Manager coordinates services among Career Center partners and community agencies. Establishes and maintains a continuous improvement process within the

	Career Centers. The One-Stop Manager generates reports, analyzes problems and opportunities, motivates and trains employees, and able to fulfill contractual obligations. Develops employment training plans for staff to increase knowledge and skills. The One-Stop Manager will oversee Case Management Services in each Center of the 10-county region.
Assistant Director	The Assistant Director reports to the One Stop Manager and is responsible for effective on-site management of each of the One Stop Centers The Assistant Director ensures the effective delivery of job search skills instruction, job development and placement, and project outcomes. The Assistant Director is responsible for ensuring that customer feedback is collected and for obtaining and maintaining performance-driven, outcome based measures. The Assistant Director coordinates services among One-Stop partners and community agencies and assists the One-Stop Manager in any and all duties as requested, including outreach and recruitment, report generation, employee supervision and development of operating procedures.
Reports Coordinator	The Reports Coordinator works under the supervision of the One-Stop Manager and is responsible for providing internal and WSC data collection including employment goals and customer service and reporting needs. Possesses thorough knowledge of funding agency and funding stream procedures and reports. Will also assist in general of narrative reports, LMI, and studies. Assists with new initiatives and One-Stop Manager needs. The Reports Coordinators will manage all data between the 10 county region.

The CONTRACTOR must inform the WSC Management Team (i.e. Executive Director, Assistant Director and Finance Administrator) in writing of position vacancies within seven (7) working days after notice or knowledge of the vacancy. Upon receipt of written notification, the CONTRACTOR and WSC staff will collaborate to determine the necessity of filling the vacancy. In the event the decision is to fill the vacancy, CONTRACTOR will advertise the vacancy within 30 days for selecting and hiring employees for the vacated position(s). The CONTRACTOR assures WSC that the required duties and goals of this contract will be fulfilled during such vacancies.

WSC reserves the right to consult with CONTRACTOR regarding the disposition of any WIOA-funded staff who fails to perform adequately any duties defined in this agreement or otherwise demonstrates unsatisfactory performance determined during the monitoring process.

PART V
PY16 BUDGET & NARRATIVE
ROSS IES CORPORATION



PY16 CONTRACT BUDGET

Service Provider Ross Innovative Employment Solutions Corp. Contract # 2016-ROSS OS-01-02 Number Served 250
 Services One Stop Operator Funding Stream Adult/DW Cost Per Participant \$ 1,300

	Total Cost	Administrative	Non-Administrative	In-kind Contributions
PERSONNEL COSTS				
Salaries	\$ 152,222	\$ 122	\$ 152,100	\$ -
Fringe Benefits	\$ 23,303	\$ 19	\$ 23,284	\$ -
Total Personnel Costs	\$ 175,525	\$ 141	\$ 175,384	\$ -
FACILITIES COST *				
Total Cost of Facilities or Rent	\$ 52,560		\$ 52,560	
NON-EXPENDABLE EQUIPMENT				
Equipment Rental Cost *	\$ -			
Non-Expendable Equipment Purchases	\$ -			
Wide Area Network (WAN) Equipment and Computer Software	\$ -			
Total Cost of Non-Expendable Equipment	\$ -	\$ -	\$ -	\$ -
OPERATING EXPENSES				
Telephone/Cell Phone	\$ 17,000		\$ 17,000	
Utilities	\$ 6,000		\$ 6,000	
Janitorial	\$ 7,044		\$ 7,044	
Postage	\$ 600		\$ 600	
Local Mileage	\$ 1,455		\$ 1,455	
Non-Local Mileage	\$ -			
Non-Local Per Diem/Lodging/Airfare	\$ 3,600		\$ 3,600	
Supplies and Materials	\$ 6,000		\$ 6,000	
Copying	\$ -			
Maintenance and Repairs-Pest Control	\$ 2,400		\$ 2,400	
Total Operating Expenses	\$ 44,099	\$ -	\$ 44,099	\$ -
OUTREACH AND RECRUITMENT				
Print Media	\$ 3,600		\$ 3,600	
Broadcast Media	\$ -			
Radio Media	\$ -			
Other*	\$ -			
Total Outreach and Recruitment	\$ 3,600	\$ -	\$ 3,600	\$ -
ALLOCATED COSTS				
Profit	\$ 10,531		\$ 10,531	
Facilities & Administrative (F&A)	\$ -			
IT Support for Site Staff	\$ 1,200		\$ 1,200	
Indirect Costs	\$ 21,010	\$ 21,010	\$ -	
Total Allocated Costs	\$ 32,741	\$ 21,010	\$ 11,731	\$ -
OTHER				
General Liability Insurance/Bonding	\$ 16,475		\$ 16,475	
Professional/Technical Services	\$ -			\$ 1,500
Dues & Subscriptions	\$ -			
Meetings/Workshop Costs	\$ -			
Staff Development	\$ -			\$ 1,500
	\$ -			
	\$ -			
	\$ -			
Total Other	\$ 16,475	\$ -	\$ 16,475	\$ 3,000
GRAND TOTAL	\$ 325,000	\$ 21,150	\$ 303,850	\$ 3,000

*A budget narrative detailing each line item must be submitted with the budget.

Ross-IES Representative Signature _____

WSC Representative Signature _____

Number Served 250

Cost Per Participant \$ 1,300

Contribution

A current copy of your "Indirect Cost Rate" as approved by your Cognizant Agency and description of the costs covered must be attached to the budget as an Exhibit

4399.8	\$	4,062.08
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WorkSource Coastal Budget Narrative

One-Stop Operator Services

Projected cost per participant: \$1,300

1. Personnel Costs: \$175,525

All project staff is allocated to this project as follows: Regional Director- 5%, all remaining staff at 100%.

Staff payroll costs, including administration and Payforce costs, is included in our administrative costs. Staff are eligible for benefits after 2 full months of employment. We provide health insurance, dental, optical, retirement savings plan, and life insurance. A separate Workman's Compensation Policy is under Ace American Insurance Company. Ross provides for a "flexible benefits" or "cafeteria" style benefits program under which core benefits, such as base life insurance and health insurance are provided for the employee, but additional benefits, e.g. family health insurance coverage or long-term disability insurance, may be purchased by the employee with pre-tax earnings. The projected cost for these core benefits are reflected in this section of the budget. Ross also provides for a 401(k) retirement program for eligible employees which Ross provides a company contribution of up to \$400 on an annual basis. Employees may also contribute to this retirement plan on a voluntary basis.

2. Facilities Cost: \$52,560

We have budgeted the cost for rent based on the leases we have secured and the estimated cost of remaining leases. Brunswick-\$3,300 per month and Kings Bay at \$1,080 per month.

3. Operational Expenses: \$44,739

Telephone costs are anticipated at \$1,417 per month for 12 months for the expense of the One-Stop Manager, Assistant Director and line staff cell phones and a staff cell phone to use while traveling for presentations.

Utilities are anticipated to cost \$500 per month for Brunswick and Kings Bay per month based on historical spending.

Janitorial expenses are for building cleaning and sanitation in Brunswick and Kings Bay, estimated at \$587 per month.

Postage is anticipated at \$50 per month for 12 months for the cost of mailing correspondence to customers, employers and partners.

Mileage is reimbursed at .485 cents per mile for staff travel to meetings, Career Center rotation, conferences, and presentations. It is anticipated mileage will be approximately 250 miles per month.

Non-local travel is budgeted at \$300 per month for travel or hotel costs to conferences, as well as the cost of corporate travel for on-site supervision.

Supplies and materials include office supplies and assessment materials include desktop supplies such as paper, pens, and folders, etc. Anticipated at \$500 per month for 12 months.

Maintenance and Repair costs are primarily dedicated to costs of pest control in the buildings, anticipated at \$200 per month.

4. Outreach and recruitment: \$3,600

Advertising and business materials for recruitment of the One-Stop, as well as business and customer events is anticipated at \$300 per month for 12 months.

Print, business and presentation outreach is the cost of developing new materials and signage to highlight WorkSource Coastal as a premier center.

5. Allocated Costs: \$32,101

Our profit is included as allowable under federal regulations and state Workforce Development Agency guidelines.

Profit is applied at the rate of 6% and is calculated based on direct salaries and wages ONLY.

Criteria for Earning Profit: \$10,531 for 12 months. Our proposed profit is detailed on the next page.

Profit Criteria	Ross 1st Qtr.	Ross 2 nd Qtr.	Ross 3 rd Qtr.	Ross 4 th Qtr.	Ross Total	%
Number of new business using the center	10	21	22	22	75	1.00
Number of Partner Collaboration meetings addressing populations with additional barriers held per quarter	20	20	20	20	80	1.00
Number of outreach/recruiting activities organized each quarter. A monthly report (format to be developed jointly with CWDB) will be submitted identifying pertinent information.	5	6	7	7	25	1.00
Number of Best Practices meetings between the One-Stop Core partners per quarter	1	1	1	1	4	1.00

Number of staff disability related technical trainings conducted in at least one Career Center per quarter.	5	5	5	5	20	1.00
Number of recruitment events held during non-traditional hours.	10	13	14	13	50	1.00
Total Potential Profit payable at closeout						6.00

IT Support Costs for staff is budgeted at \$100 per month for IT troubleshooting, pw resets and updates.

Indirect Costs include administrative supervision, payroll, financial management, audit, and legal services. A 10% de minimis rate to the modified total direct costs (MTDC) is calculated and invoiced for each program. The modified total direct costs (MTDC) base includes all direct salaries and wages including participant wages, applicable fringe benefits, materials and supplies, insurance, janitorial, services, travel:

Staff wages: \$152,222
Staff benefits: \$23,303
Non-local travel: \$3,600
Office Supplies: \$6,000
Mileage: \$1,455
Insurance: \$16,475
Janitorial: \$7,044
Total: \$210,099 X 10% = \$21,010

6. Other: \$16,475

Insurance is anticipated at \$16,475 per year. This insurance has liability, auto, and worker's compensation bundled in one package.

In-Kind: \$3,000

In Kind costs account for \$1,500 worth of time and materials for guest staff and trainers to conduct customer workshops and staff training. \$1,500 In-Kind is allocated for Professional Fees from our parent company, Providence Service Corporation, which includes un-reimbursable legal fees, amortization, and customer relations.

Grand Total: \$325,000

PART SIX

WorkSource Coastal FINANCIAL MANAGEMENT POLICIES & PROCEDURES FOR SUB-RECIPIENTS

WorkSource Coastal FINANCIAL MANAGEMENT PROCEDURES FOR SUB-RECIPIENTS

POLICY:

WorkSource Coastal (hereafter referred to as "**DEPARTMENT**") and subrecipient (hereafter referred to as "**SUB-RECIPIENT**") WIOA fiscal operations are governed by the Workforce Innovation and Opportunity Act of 2014 (hereafter referred together as the "Act"), the applicable WIOA Regulations, Uniform Administrative Requirements, and State regulations in laws and rules (Georgia Code Annotated).

Financial policies of the **DEPARTMENT** ensure that prescribed standards for financial management systems are met and procedures are followed that minimize audit exceptions and cost disallowance. Adherence to this policy requires that financial management systems demonstrate accurate reporting, internal and budgetary control, and generation of underlying source documentation.

It is the policy of the **DEPARTMENT** to adhere to the financial management, human resources and purchasing policies and procedures set forth by the City of Savannah and Georgia Department of Economic Development, Workforce Division.

FINANCIAL CAPABILITY:

Financial capability of the **SUB-RECIPIENT** must be established prior to contracting with the organization. Evidence of financial stability may include, but is not limited to, annual financial statements, appropriate business licenses, publications and other demonstrations of previous experience related to the contractual services to be provided.

AUDIT RESPONSIBILITY:

SUB-RECIPIENTS must agree to maintain an auditable fiscal system and to submit, within one-hundred eighty (180) days of the close of its fiscal year, the most recent financial and compliance audit to WorkSource Coastal, in accordance with the General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federal Assisted Programs and the Single Audit Act of 1984, the Single Audit Act Amendments of 1996, and any compliance supplements approved by OMB, and generally accepted auditing standards established by the American Institute of Certified Public Accountants.

Local governments and institutions of higher education and other non-federal organizations that expend \$750,000 or more in total Federal funds must have an annual audit conducted in accordance with OMB Uniform Guidance, 2 CFR 200.501 Part (formerly Circular A-133). A Non-Federal entity that expend less than \$750,000 in Federal funds the during the entity's fiscal year is exempt from Federal audit requirements for that year, except as noted in section 200.503, but must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

Commercial or for-profit organizations which are sub-recipients under WIOA Title I and which operate on a profit basis that expend more than the minimum level of \$750,000 as specified in OMB Uniform Guidance (formerly Circular A-133) must have either:

- A program specific financial and compliance audit conducted and prepared in accordance with government auditing standards; or
- An organization-wide audit that includes coverage of the WIOA program within its scope

SUB-RECIPIENT must submit a copy of most recent single audit at contract negotiation and annually thereafter.

BOND:

The **SUB-RECIPIENT** is required to post a fidelity bond which covers every officer, director, agent, or employee authorized to act on behalf of the **SUB-RECIPIENT** in receiving or depositing funds in to program accounts, or in issuing financial documents, checks, or other negotiable instruments of payment for program costs in order to protect against loss. Proof of the fidelity bond must be presented to the **DEPARTMENT** and deemed acceptable prior to reimbursement of expenditures.

The **SUB-RECIPIENT** shall maintain all bonding for the period of this contract and shall instruct their carrier to give the **DEPARTMENT** written notice fifteen (15) calendar days prior to the bond being reduced or canceled.

PERSONNEL POLICIES AND PROCEDURES:

The **SUB-RECIPIENT** is required to submit a copy of its personnel policies and procedures prior to payment of the first invoice of each program year for the term of the contract.

All staff that work with youth must have the necessary background checks to work with youth under age 18 as authorized by the Official code of Georgia Annotated (OCGA) §49-5-111. Documentation will be retained by the **SUB-RECIPIENT** and be made available during monitoring visits.

FOR PROFIT ORGANIZATIONS:

Profit is an allowable cost payable only to commercial organizations. The profit must be separately negotiated from the contract's price and cannot be based on a percentage of costs budgeted or expended in the agreement. Profit must be tied to performance and cannot be paid as a guaranteed fixed fee. Profit is only earned when performance outcomes are attained and can only be disbursed when those outcomes are validated. Profit cannot be paid in addition to performance payments or incentive payments (2 CFR Part 200.323(b)).

Profit rates can be negotiated up to a maximum of ten percent. Profit rates can only be applied against the commercial organization's personnel-related costs (i.e. salaries, wages, benefits) for the staff that contributed to the organization's unique capacity to manage and achieve the performance of the contract.

COST REIMBURSABLE BUDGETS:

The **SUB-RECIPIENT** will be reimbursed for documented allowable costs as defined by federal, state, and local laws and guidelines and in accordance with the **SUB-RECIPIENT'S** approved budget. All funds are contingent upon the availability of funds under the WIOA legislation.

ALLOWABLE/DISALLOWABLE COSTS:

The criteria contained in the OMB Uniform Guidance on cost principles provide the basic guidance on determining whether costs are allowable in the programs funded by WorkSource Coastal. If the guidance does not make mention of an item, it does not necessarily dictate that such a cost would be automatically allowed or prohibited. The cost would be treated consistently with the standards provided for similar or related costs. OMB Uniform Guidance 2 CFR Part 200 Subpart E and 2 CFR Part 200 Subpart F are documents that govern the **DEPARTMENT'S** financial activities. Costs must be necessary and reasonable, allocable, legal, conform to cost principles, consistent with policies, regulations and procedures, be adequately documented, consistently applied, determined in accordance with generally accepted accounting principles, not included as a cost or used to meet cost sharing or matching requirements.

The **SUB-RECIPIENT** is responsible for repayment of any overpayment as a result of **SUB-RECIPIENT** staff error (payment calculations, data entry, eligibility, etc).

The following are allowed:

Conferences (2 CFR 200.432)

A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the contract. Allowable conference costs paid by the **SUB-RECIPIENT** entity as a sponsor or host of the conference may include:

- rental of facilities
- speakers' fees
- costs of meals and refreshments (for meetings lasting four hours or more)
- local transportation,
- As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable.

Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the WIOA award. Supporting documentation that must be submitted for costs incurred for these activities include an agenda, sign-in sheet, and receipts.

Entertainment (2 CFR 200.438) (YOUTH PROVIDERS ONLY)

Costs of entertainment that are considered to have a programmatic purpose **and** are authorized with prior written approval of WorkSource Coastal are allowable. Supporting documentation that must be submitted for costs incurred for these activities include a justification of how the activity has a programmatic purpose and benefits WIOA, an itinerary, attendance sheet, receipts.

In addition to the allowable cost provisions of the OMB Uniform Guidance, WIOA regulations contain a number of provisions related to allowable and unallowable costs and activities. These provisions are listed below:

- Any legal expenses incurred for the prosecution of claims against the government are unallowable. This includes appeals to the Administrative Law Judge of disallowed costs or other claims and civil actions where the Federal Government is a defendant.
- With four exceptions, the costs of construction or purchase of facilities are unallowable for all WIOA Title I program. The exceptions are listed below:
 - To meet obligations for access and accommodation under the Rehabilitation Act

of 1973, as amended, and the Americans with Disabilities Act (ADA) of 1990, as amended.

- Repairs, renovations, and capital improvements of real property, including
 - State Employment Service Agency (SESA) real property, or
 - Jobs Corps facilities,
 - To fund construction-related disaster relief projects.
- WIOA also prohibits certain activities. All costs associated with an unallowable activity are considered unallowable costs, regardless of the same similar costs being allowable under other circumstances. The prohibited activities are:
 - Employment-generating activities, including economic development activities. An exception is made only for those employer outreach and job development activities directly related to participants.
 - Public service employment, except to provide disaster relief employment.
 - The wages of incumbent employees participating in statewide economic development activities.
 - Employment or training programs for sectarian activities. This section does not prohibit the provision of services by faith-based organizations, unless those services are sectarian in nature.
- The regulations also prohibit the use of WIOA funds for business relocation, if the relocation results in the loss of an employee's job at the original location in the U.S. The use of WIOA funds for customized or skill training, on-the-job training, or company-specific job applicant assessments is prohibited for the first 120 days a relocated business operates in the new location. The regulations require that the State develop specific pre-award criteria prior to providing WIOA funds to a new or expanding business to ensure compliance with this requirement.

EXPENDITURE REQUIREMENTS:

The **SUB-RECIPIENT** will be required to meet the following expenditure benchmarks:

- First Quarter expenses must equal at least 15% of budget.
- Second Quarter cumulative expenses must equal at least 40% of budget.
- Third Quarter cumulative expenses must equal at least 65% of budget.
- Fourth Quarter cumulative expenses must equal at least 90% of budget.

Additionally, for Youth providers, a minimum of 20% must be spent on Work Experience (WEX). Program expenditures for WEX include wages/benefits as well as staffing costs for the development and management of work experiences.

These requirements may be revised by mutual written agreement for extenuating circumstances. Sanctions for failure to meet the Expenditure Benchmarks may include appropriate adjustments to fees for services for private (for profit) **SUB-RECIPIENTS** or reductions in funds for not-for-profit **SUB-RECIPIENTS** or other actions commensurate with the level of the unmet benchmarks.

Over-expenditures of the contract are unallowable and will result in non-payment, progressive corrective actions or sanctions against the **SUB-RECIPIENT** or contract termination in all instances except where specifically documented and approved by the Department prior to the expenditure. Expenditure performance will be monitored quarterly, and the **SUB-RECIPIENT** will be notified of benchmark status.

SUB-RECIPIENT PAYMENTS:

All contracts will be approved by the Coastal Workforce Development Board and signed by the WDB Chairman, Executive Director and the City Manager of the City of Savannah. A fully executed contract authorizes payment of invoices. The Executive Director signs off on all payments made to the **SUB-RECIPIENT**.

Contract Budget – For Youth Service Providers, a minimum of 75% of expenditures must be for Out-of-School youth. Allocation of those expenditures must be supported by the program design.

Budgets are included in contract negotiations and, with the Statement of Work, become a part of the final contract. The final budget becomes the source document for processing SUB-RECIPIENT invoices. The department will process all payments within 30 days of receipt of complete and accurate invoices.

Contract Invoice Package – The **DEPARTMENT** will provide the **SUB-RECIPIENT** with an electronic spreadsheet designed for the **SUB-RECIPIENT'S** monthly report of expenditures. The spreadsheet will include all budget categories and line items as approved in the original contract, as well as MTD and YTD expenditures. The spreadsheet and supporting documentation will be required with the submission of the monthly invoice. Invoices are due by the 15th day of the month following services as stated in the contract. The invoice package must include the invoice cover page, a cover page for each line item being reimbursed followed by supporting documentation.

Invoice Documentation – Each expenditure must be supported by appropriate documentation such as, receipts, mileage reports, lease agreements, supportive service forms, sign-in sheets, agendas, financial system reports, etc. Documentation for recurring, fixed expenses such as rent and leasing fees will be submitted once, at the beginning of the contract period.

Expenditures for personnel, travel and classroom rentals will be charged according to the function of the activity (IS/OS or Adult/Dislocated Worker). For Youth providers, expenditures directly affecting participants include tuition, books, support (transportation, day care, etc.), stipends and work experience wages and are charged to IS/OS according to each participant's enrollment.

General expenses, such as those in the categories of operational costs, consumables, and other expenses should be charged to the applicable function (IS/OS or Adult/Dislocated Worker) according to a consistent allocation plan submitted at the beginning of the contract period.

Equipment purchases must receive prior written approval by the **DEPARTMENT**. Equipment is defined as those items, including information technology systems, costing more than \$5,000 and having a life longer than one year. Leasing and renting of required equipment is allowable. A copy of the agreement must be submitted to the **DEPARTMENT** prior to initial reimbursement.

Support Services - All participants are subject to a cap of **\$3,000 per year** in support payments, beginning on the first day that a supportive service was received. (365 days after date of first service).

The **SUB-RECIPIENT** is responsible for tracking each participant's support payments and balance using an accounting system or spreadsheet. This information may be requested by WSC staff during monitoring visits.

A supportive service form and all required documentation for each participant must be submitted with the monthly invoice on the form provided by WSC. Failure to submit the required documentation may result in disallowed costs.

For more information, refer to the WorkSource Coastal Youth Support Services Policy.

Outstanding Debt Collections - Vendors or Lower-Tier Sub-recipients will be contacted and notified of overpayment or outstanding debt. The **DEPARTMENT** will request repayment of outstanding debt within 30 days. Should it be determined that a payment plan is necessary a formal agreement requiring three equal installments over a 90 day period or a negotiated payment plan with a 90 day completion schedule will be entered into by the **DEPARTMENT** and the applicable vendor or sub-recipient. The **DEPARTMENT** will monitor the negotiated payment plan. Further action will be taken if the payment plan is not followed. The vendor will be notified by certified mail as to the further action that will be taken.

CONTRACT EXPIRATION/TERMINATION

Closeout Process at Contract Expiration – Final invoices for the contract term will be processed as defined in Contract Invoice Package above, except that the **SUB-RECIPIENT** will have 45 days after the end of the contract term in which to submit final invoices. Contract funds not requisitioned from the Department within the 45 day period will revert to the Department. Unexpended funds may be re-appropriated for the next contract term at the discretion of the Department with CWDB approval.

At the end of the 45 day period, WSC will send the **SUB-RECIPIENT** a closeout package including the following: Closeout Status of Cash, Property Closeout, Sub-recipient Release. All forms in this package must be returned to the WSC Finance Administrator by the deadline provided.

Termination of Contract – Either party may terminate the contract without cause upon written submission of the intent to do so at least thirty days before the termination date. The **DEPARTMENT** may terminate the contract immediately for cause. Termination procedures are defined in **PART ONE, Section XVI** of the contract. Failure of the **SUB-RECIPIENT** to submit a final invoice within 45 days of receipt of termination notice constitutes a complete waiver by the **SUB-RECIPIENT** of any and all claims against the **DEPARTMENT** for payment of the invoice. The **DEPARTMENT** reserves the right to offset and recoup from any such invoice any funds owed to the **DEPARTMENT**.

Closeout Process at Termination - In the event a contract is not renewed or is terminated by either party, the following closeout procedures will apply:

- All refunds due the **DEPARTMENT** must be made before the closeout or submitted with the closeout documents.
 - The **DEPARTMENT** will identify the financial reports that are required for closeout.
 - The **DEPARTMENT** will determine the procedure for handling unclaimed/unprocessed checks.
 - Property disposition requirements will adhere to the WSC Property Management Policy.
 - **SUB-RECIPIENT** will submit a final invoice for expenses incurred up to the date of contract termination within forty-five days of that date.
 - The **DEPARTMENT** will process and pay the final invoice within thirty days of receipt of the invoice and any additional required documentation.
 - Earned time off for terminated employees will be paid by the **DEPARTMENT** 1) at the same percentage that the employee was funded under the contract, 2) according to **SUB-RECIPIENT'S** policy on file with the **DEPARTMENT**, 3) not to exceed actual time earned less time used, and 4) if leave time has not been charged to the grant as an indirect cost throughout the grant period.
- Rights and responsibilities of the various parties after closeout include:

- The **DEPARTMENT** reserves the right the disallow costs and recover funds on the basis of a later audit or other review
- The **SUB-RECIPIENT** is responsible to return any funds due as a result of later refunds, corrections, audit disallowances or other transactions.
- The **DEPARTMENT** will notify **SUB-RECIPIENT** of record retention and requirements for public access of records.
- The **DEPARTMENT** will notify **SUB-RECIPIENT** of audit and audit resolution requirements.
- The **DEPARTMENT** will notify **SUB-RECIPIENT** that closeout documentation is in order and that closeout has officially occurred.

BUDGET MODIFICATIONS:

Budget Modifications that do not substantially alter the intent and content of the project design are allowable and will be processed as outlined below.

- Prior approval is not required if the cumulative amount of transfers do not exceed 10% of the total budget. For example, a **SUB-RECIPIENT** with a budget of \$100,000 may transfer up to \$10,000 among line items without prior approval. However, to ensure that the **DEPARTMENT'S** records are accurate, the **SUB-RECIPIENT** must notify the **DEPARTMENT** in writing of the changes to the budget prior to submitting invoices for expenditures under the revision.
- If cumulative transfers exceed 10% of the total budget, a formal Contract Modification must be requested using the designated form provided by WSC staff. Once the request has been received and reviewed by WSC Fiscal and Program staff, a formal Contract Modification will be created and sent to all parties who signed the original contract for signatures. No expenditures for activities related to a Contract Modification will be reimbursed prior to full execution of said modification.

PREPAID PROGRAM ITEMS:

Prepays are items paid for in advance that directly benefit participants for which the usage and/or benefit is received later. Prepays may include but are not limited to:

1. Bus Passes
2. Transit Cards
3. Gas Cards
4. Thumb drives
5. Testing packets
6. Student backpacks
7. Various kits used by participants
8. Incentives that are purchased in advance and/or in bulk

In order to reduce any liability to the **SUB-RECIPIENT**, it is crucial that Prepays are managed in a manner that is consistent with WSC policy and applicable state and federal laws, rules and regulations.

Inventory of Prepays must be continually tracked and fully accounted for from time of purchase through the participant disbursement. A spreadsheet is the recommended best practice for maintaining effective control and accountability of these items.

A good spreadsheet should include, and is not limited to:

1. Beginning Inventory
2. Quantity purchased
3. Quantity disbursed
4. Ending Inventory
5. Serial numbers or any other unique identifiers
6. Funding Streams used for purchase
7. Dates – purchase, disbursement
8. Clearly identified monthly usage
9. Items on hand at end of month
10. Approval signatures

When submitting for reimbursement of prepaid items, the SUB-RECIPIENT must submit the following with the monthly invoice:

- **Signed and dated sheets by participant verifying receipt.** It should also include the signature of the SUB-RECIPIENT employee disbursing the item. These sheets must be kept in a central location – for example, a notebook.
- **Support Service Form.** If the prepaid item is for a supportive service activity, a support service form must be submitted.

The SUB-RECIPIENT must request reimbursement from WSC after the prepaid item has been disbursed to the participant. WSC will not reimburse for the initial purchase of the prepaid item.

The period of availability refers to the limited amount of time that is allowable to expend Prepays based on the WIOA funding stream to which the purchase is allocated. In general, availability will be one year for service providers. The physical responsibility of managing the cards will include the following safeguards:

1. Segregation of Duties
2. Limited Access
3. Signed receipts
4. Spot checks

PROCUREMENT

Each **SUB-RECIPIENT** shall utilize procedures that comply with the procurement requirements as noted in the Act at Sections 121 (d)(2) and 123 and 2 CFR200.318-.326 and the details prescribed in Procurement Procedures, transmitted under Georgia Department of Economic Development, Workforce Division (GDEcD, WFD) and/or any changes or replacements for this policy. This process allows the **SUB-RECIPIENT** to use its own procurement system, which reflects applicable state and local laws and regulations, provided that the procurements conform to the standards identified in GDEcD's Policies and Procedures (.

PROPERTY MANAGEMENT REQUIREMENTS:

- A. All property acquired with WIOA funds will be accounted for accordance with the provisions of this policy. This policy applies to all property acquired with a value of over \$5,000.
- B. The WSC Executive Director will designate the WSC Finance Administrator to oversee the acquisition, reporting and disposition of WIOA property. The WSC Executive Director will also designate the WSC Accounting Technician to act as the inventory Specialist to oversee a biannual physical inventory of WIOA property.

- C. The provisions of this policy must always meet the requirements of Uniform Guidance 2 CFR Part 200.310-316 regarding Property Standards. The provisions of that Section are incorporated into and made a part of this policy.
- D. Title to all WIOA property shall be held by the WorkSource Coastal Office - Region 12. The State retains an interest in the property, so that the property will be returned to the State if WSC ceases to exist or the WIOA program ends.
- E. All property purchases, including Service Provider purchases, must be approved in advance by the WSC Executive Director.
- F. All property must be permanently identified as WIOA — WSC Region 12 property. A permanent property label/tag will be affixed to the item immediately after purchase.
- G. Property must be used in the support of the WIOA program.
- H. All WIOA property must be adequately maintained and safeguarded. Any loss, theft or damage must be investigated and fully documented. Theft should be reported to local law enforcement agencies.
 - 1. Adequate alarm systems must be in place at both WSC and Service Provider buildings.
 - 2. WSC Finance Administrator may provide for small maintenance repairs as needed, where practical with the approval of the WSC Executive Director.
 - 3. Service calls for repair of equipment should be made as needed.
- I. Where practical and cost effective, insurance should be obtained for all property items.
- J. A master listing of all property will be maintained which includes the following information:
 - 1. Inventory tag number of the property.
 - 2. Property description and quantity.
 - 3. Acquisition date and cost
 - 4. Serial number, model number, as applicable.
 - 5. Location and condition of item
 - 6. Where applicable, disposition data.
- K. A physical inventory of all property items will be completed at least bi-annually by the designated Inventory Specialist. All deviations from the inventory listing must be investigated and explained.
- L. Under no circumstances will property be disposed of without the prior approval of the WSC Executive Director. All dispositions will be performed in accordance with the provisions of Uniform Guidance 2 CFR Part 200.310-316.
- M. Annually, a listing of property items with a Fair Market Value of \$5,000 will be transmitted to the Georgia Department of Economic Development, Workforce Division with the Financial Closeout Package.