GILA/PINAL WORKFORCE INVESTMENT AREA

TITLE I
YOUTH PROGRAMS

REQUEST FOR PROPOSALS

PROGRAM YEAR

JULY 1, 2012 – JUNE 30, 2013

RFP RELEASE DATE:	**February 22, 2012**
PROPOSAL DEADLINE:	**April 6, 2012**
PROPOSAL LOCATION:	**5515 S. Apache Avenue, Suite 200 Globe, Arizona 85501**
BIDDER'S CONFERENCE:	**February 29, 2012**

Equal Employment Opportunity Employer/Program.
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TTY: 7-1-1

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Gila/Pinal Workforce Investment Area
Section I
Background and RFP Introduction

A. Overview of the Gila/Pinal Workforce Investment Area

The purpose of this Request for Proposals (RFP) is to identify a qualified provider for youth services under Title I of the Workforce Investment Act (WIA) of 1998 (Public Law 105-220). Gila County (Administrative Entity) in conjunction with the Gila/Pinal Workforce Investment Board, the governing body that oversees expenditures of Workforce Investment Act funds, makes funding available to provide youth development services in Gila and Pinal Counties, a designated Local Workforce Investment Area (LWIA) for the following youth programs:

- In-school youth programs;
- Out-of-school youth programs;
- Special youth programs for the following populations; and
  - Youth Offender (in- and out-of-school)
  - Pregnant and Parenting Youth (in- and out-of-school)
  - Foster Care Youth (in and out-of-school)
  - Homeless Youth (in and out-of-school)
  - Youth with Disabilities (in and out-of-school)
  - High School Drop Out (out-of-school)
  - Youth of Incarcerated Parents (in and out-of-school)

It is the intent of this RFP to fund comprehensive approaches that maximize available resources and provide an array of services that meet the unique needs of the targeted population. Responses are sought that would build upon the development and/or enhancement of collaborative relationships within a community, across programs and between systems. Gila/Pinal Workforce Investment Area is seeking interested organizations that demonstrate the four critical characteristics listed below:

- Competent and cooperative management with a vision for developing and supporting positive youth development activities;
- A Commitment and ability to ensure that youth-orientated staff are available to serve low-income youth;
- A high level of innovation and creativity in designing project and learning activities in which young individuals can participate; and
- A willingness to work with community partners and educational organizations in the planning and implementation of these innovative approaches to youth development.

Respondents are asked to demonstrate not only a sound approach to providing evidenced-based, research-based, or best practice youth workforce programming, as well as to support collaborative efforts of stakeholders. Examples of stakeholders are secondary schools, charter schools, community-based organizations (both small and large), faith-based organizations, public social service organizations, employers, business associations/networks, post-secondary education and training institutions, parents and the youth themselves.

B. Funding Availability and Fiscal Requirement

The approximate federal funding from the U.S. Department of Labor and the Workforce Investment Act funds is $500,000 which is administered by Gila County, acting as the fiscal agent, and the Gila/Pinal Workforce Investment Board. Funds will be allocated at approximately 30% for in-school youth and 70% for out-of-school youth. Please note that available funding amounts in the RFP are subject to change.

Contracts will be executed on July 1, 2012 and conclude June 30, 2013. Contracts may be renewed in one-year increments for three additional years based on satisfactory performance and the availability of federal funding.

For the purpose of this RFP, proposals will be accepted in the following populations and service categories:

Population	Service Category
General	In and Out-of-school
Youth Offenders	In and Out-of-school
Pregnant & Parenting	In and Out-of-school
Homeless Youth	In and Out-of-school
Youth with Disabilities	In and Out-of-school
Foster Care Youth	In and Out-of-school
High School Drop Out	Out-of-school
Basic Skills Sufficient	In and Out-of-school

For the purpose of this RFP, the agency submitting the proposal will be considered the direct contractor. The agency will be responsible for ensuring compliance with all terms and conditions of the contract, administration and fiscal management of the contract, and will be held accountable for program results. Subcontracting services is allowable as long as it is fully disclosed in the proposal. The proposal has to clearly define the roles of each organization, e.g. youth services, program oversight, etc.

Agency is responsible for:

- Invoicing in accordance with the contract terms, and the procedures outlined by the Gila/Pinal Workforce Investment Board;
- Maintaining an accounting system that separates the contracted funds from other funding sources; and
- Maintaining a payroll ledger, and submit general ledger and journals as required;
- Employing an accrual method of accounting;
- Maintaining fiscal forms, reports and documents pertaining to this contract for five (5) years after contract end date;
- Implementing an approved cost allocation plan in accordance with the One-Stop Comprehensive Financial Management Technical Assistance Guide;
- Contractor's monthly invoice;
- Any additional financial report that support the expenditures; and
- Maintain an inventory list of purchased equipment.

A detailed, line-item budget must be submitted with the RFP. At least five percent (5%) up ten (10%) shall be allocated to the summer component. The Gila/Pinal Workforce Investment Board reserves the right to withdraw funding in the event the scope of work is not followed as stated in the RFP.

In order to efficiently utilize WIA youth funding and ultimately reach as many young people as possible, it becomes increasingly important to leverage a wide range of public and private resources to support youth workforce services. Projects are encouraged to demonstrate either in-kind or cash match resources from other funding sources.

These in-kind or cash match resources must directly support the proposed program activities and must be documented with a Letter of Commitment/Intent, Memorandum of Understanding or other appropriate documentation.

In-kind and cash match resources can support any particular budget item as long as it supports program activities. Cash match is defined as a contribution of funds made available to the respondents to be used specifically for program activities. Respondents are required to assign a monetary value to any in-kind contributions. Examples of in-kind resources include but are not limited to:

- Staff time from lead and/or partner agencies (directly related to services to youth);
- Facilities (where services occur);
- Participant expenses (e.g. internship/work experience wages, incentives, supportive services, tuition, books, fees, tools or clothing for employment);
- Equipment (directly related to services to youth); and
- Marketing, outreach and/or media support

There are many types of funding streams that could support either in-kind or cash match resources. The following are provided as suggestions only and include but are not limited to:

- Private foundation/philanthropic support;
- Businesses, business associations or networking groups;
- State of Arizona funding including but not limited to Juvenile Justice, Health, and Education; and
- Federal funding such as direct Department of Labor grants, Job Corps, Office of Juvenile Justice Delinquency Prevention, and Youth Build.

C. Special Information Notice

Congress may consider legislation to reauthorize the Workforce Investment Act (WIA). The Gila/Pinal Workforce Investment Area reserves the right to cancel or modify this RFP or the scope or funding of an approved WIA program to any extent necessary to ensure compliance with state and/or federal guidelines once any reauthorization is signed or if available WIA funding is impacted due to the federal and/or state budget appropriations. This may occur at any time prior to or during implementation of the WIA programs for PY2012 or any extensions. Therefore, all successful offerors must demonstrate the capability and agree, in advance, to modify their program design to comply with any new regulations and/or changes to available funds.

D. Eligible Bidders

Organizations eligible to submit proposals in response to this RFP include not-for-profit organizations, education institutions, government entities, for-profit businesses and other organizations that are not suspended, debarred or otherwise prohibited from entering into a legal contract for WIA Youth funding.

All bidders must accept liability for all aspects of any WIA program conducted under contract with Gila County. Bidders will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted. This Request for Proposals is not in itself an offer of work nor does it commit Gila County to fund any proposals submitted.

E. Questions

Questions relating to any aspects of this solicitation must be sent in writing to bvalencia@co.gila.az.us. All questions will be responded within 48 hours.

F. Procurement Time Line

To ensure a fair and open process for all interested bidders, the following time table will be used with this RFP:

Request for Proposals Released	February 22, 2012
Pre-Proposal Bidders Conference (Mandatory)	February 29, 2012
Deadline for bidders to submit questions	March 15, 2012
Proposal Due	April 6, 2012
Recommendations to Executive Committee	April 19, 2012
Recommendations to Board of Supervisors	May 15, 2012

G. Pre-Proposal Bidders Conference

There will be a mandatory pre-proposal bidder's conference regarding the RFP on February 29, 2012 from 10:00 a.m. to 12:00 p.m. at the Gila County Division of Community Services, 5515 S. Apache Avenue, Suite 200, Globe, AZ 85501.

H. Proposal Due

Proposals are due no later than 3:00 p.m. on Wednesday, April 6, 2012 at Gila County Division of Community services, 5515 S. Apache Avenue, Suite 200, Globe, Arizona. Late proposal will not be accepted under any circumstances.

A. Purpose of WIA Youth Program

The Workforce Investment Act of 1998 (WIA, Public Law 105-220) includes the following statement of intent:

> ***The WIA will provide workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation.***

Youth development principles are woven throughout the Workforce Investment Act and guide the WIB's approach to administering WIA youth programs. Contractors should incorporate youth development strategies and principles into programs that support high school completion, skill acquisition, gainful employment and productive citizenship for young people.

The Gila/Pinal Workforce Investment Board also identifies the following values and/or principles that proposals must address:

Youth Responsibility: Youth are expected to take personal responsibility for their success. They will be involved in developing their plan, selecting the activities and programs that meet their employment needs, achieving appropriate educational competencies and achieving their program goals.

Strategically Meeting Needs of the Community: Programs should meet the needs of at-risk youth populations and under-served communities while providing a broad range of services that meet the academic, employment, and youth development needs of young people. Programs should be aimed at ensuring that economically disadvantaged youth in-school and out-of-school have the opportunities and support needed to become productive members of the workforce and achieve economic self-sufficiency.

Strong Youth Development Model: Effective programs are built on a well-conceived and implemented approach to youth development. A commitment to youth development is exemplified by a conscious and professional reliance on youth development principles, including high expectations, caring relationships, holistic service strategies that build responsibility and character, and a view towards youth as resources. Key strategies include providing adult mentors for each youth participant, integrating social and support services into programming, addressing transportation barriers, accommodating a variety of learning styles, and providing meaningful and strategic follow-up services for young people when they exit in the effort to ensure their continued success.

Skill Development: Effective programs clearly emphasize the development of skills, knowledge, and competencies that lead to jobs and careers. Programs should strongly link work, academic, and occupational learning. Key strategies include linkages to apprenticeships, community colleges and employers; transition services; and strategies demonstrating how participants can gain academic credit and skill credentials.

Involvement of Employers and Links to Local Labor Markets: Programs should have the strong involvement of local employers and should be linked to local labor market needs and growing

economic sectors. Programs should provide effective connections to intermediaries with strong links to the job market and local and regional employers.

Collaboration and Leveraging Partnerships: Programs are sought that demonstrate how partnerships and the involvement of the community will be utilized to meet the program goals. Involving the local community means developing formal and meaningful partnerships among educational institutions, employers, community-based organizations, private sector employers, and/or other organizations and members of the community interested in youth. Respondents are encouraged to access resources from these partnerships and use them in the program to provide quality youth opportunities.

For the purpose of this proposal, a collaboration is defined as a mutually beneficial alliance of groups or organizations that come together to achieve common goals. This alliance is characterized by well-defined relationships that include a commitment to mutual authority/accountability for success and sharing of resources. It is expected that it transcends individual agency strategies, and will integrate diverse missions, language and cultural concerns to focus on the needs of the youth. Collaboration is strengthened by a formal written agreement, which delineates the responsibilities of each group, organization or entity.

Producing Results: Programs should ensure that young people are gaining the skills to complete high school or its equivalent and transition into post-secondary education, advanced training or skilled employment. Programs should track these results and strive to continuously improve their programs and their outcomes for youth, based on information and data collected.

Academic Gains for Youth: Alternative education programs (either dropout prevention or dropout recovery models) will provide quality education that adheres to the State's standards developed in response to the No Child Left Behind Act (NCLB). The contractor's process must demonstrate progress towards the standards for success within NCLB.

The Gila/Pinal Workforce Investment Board believes that all eligible youth must be aware of services available in the One-Stop System. RFPs must clearly state how the contractor will provide an introduction to the Gila/Pinal One-Stop Centers and the resource available there. The introduction should be age and goal appropriate.

B. WIA Youth Guiding Principles

Because successful youth development depends upon smooth transition into phases of a young person's life, youth programs should also operate under the following guiding principles:

Year-Round Services: Services are designed to recruit and register youth on a year-round basis, including making services available for in-school youth throughout the school year. All youth services and activities must be available to youth twelve (12) months per year and be clearly aligned with youth development principles and goals.

Long-Term Support for Youth: Services feature strategies that span multiple years and will balance the needs of youth who would benefit from long-term support with youth whose needs are met through more limited interventions. Long-term support includes providing a smooth transition

and pathways to remaining in school, high school completion, post-secondary education, job placement and training for occupations leading to careers that offer long-term self-sufficiency for older and younger youth.

Accessibility: Services are easily accessible to both youth and employers, create a safe and youth-friendly environment, are accessible by public transportation, have information available via the Internet, and accommodate diversity.

Accountability: Services dedicated to continuing improving program design by seeking feedback from staff, youth and employers to continually refine the quality of the program services and activities provided for youth. Programs must have well-defined goals and processes that are easily understandable, measurable and accountable. These goals must emphasize participant progress and directly link activities to positive outcomes for youth.

C. Eligible Youth

WIA youth programs are intended to provide youth development services for economically disadvantaged youth, 14 though 21 years of age who may face barriers to staying in school, completing high school or finding stable employment. The program provides a full range of work-readiness, employment, education, and mentoring services through various community partner agencies and contracted youth service providers. Youth services, such as internships, work experiences, training opportunities, and assistance in the completion of high school or GED, are designed for youth who are in-or out-of-school.

The Workforce Investment Act also draws a distinction between younger youth (14 to18) and older youth (19 to 21). This is done primarily to assist program providers in designing programs and developing Individual Service Strategies (ISS) to meet the youth development needs of the two different age groups. Also, the mandated program outcomes and performance measures are distinctively different for younger and older youth.

Youth must be identified as low-income as defined by Public Law and:

- Between the ages of 14 through 21 meaning they have reached their 14th birthday, but have not attained their 22nd birthday at the time of registration;
- A citizen of the United States or a non-citizen who is authorized by the Immigration and Naturalization Service;
- Valid Social Security number; and
- Selective Service registration, if applicable; and
- Meets the low-income criteria:
  - Cash public assistance;
  - Family income at or below the poverty line or 70% of the Lower Living Standard Income (LLSIL);
  - Received food stamps or was determined eligible to receive in the last six months;
  - Homeless per 103(a) and 103(c) of the McKinney Act:
  - Publicly supported foster child; and
  - Individual with a disability and own income is at or below poverty; and
- Meets one or more of the following:

- Deficient in basic skills; WIA Section 101 defines "basic skills deficient" as an individual whose English, reading, or computing skills at or below the 8th (8.9 or below) grade level on a generally accepted standardized test
- School dropout;
- Pregnant or parent;
- Offender
- Occupational Skills Deficient – youth who requires additional assistance to complete an educational program, or to secure and hold employment, and less than four months full-time, same employer (WIA Section 101 (13)) defined by the Gila/Pinal Workforce Investment Board

Up to 5% of youth participants served by youth programs in a local area may be individuals who do not meet the income criteria for eligible youth, but must be in one or more of the following categories:

- School dropout;
- Basic Skills Deficient;
- One or more grade levels below the grade level appropriate to the individual's age;
- Pregnant or parenting;
- Possess one or more disability;
- Homeless or runaway;
- Offender; and
- Face serious barrier to employment as follows: Occupational Skills Deficient – a youth who requires additional assistance to complete an educational program, or to secure and hold employment, and less than four months full-time, same employer defined by the Gila/Pinal Workforce Investment Board.

Definition In-School Youth: An in-school youth who meets the above eligibility criteria and has not received a diploma/equivalent and is attending any school, including alternative school, or who is a high school graduate (attained diploma/equivalent), attending post-secondary education and is not basic skills deficient; or who is a high school graduate (attained diploma/equivalent), not attending post-secondary education, and is not basic skills deficient or unemployed or underemployed.

Definition Out-of-School Youth: An out-of-school youth who meets the above eligibility criteria and is a high school dropout, meaning they are no longer attending any school, including alternative school, and have not received a secondary school diploma or its equivalent, or has a high school diploma or GED and is basic skills deficient, unemployed, or underemployed.

OVERALL YOUTH GOALS AND OBJECTIVES

In-School Youth: The goal of in-school youth programs is that all participants remain in-school and improve basic academic skills, soft skills and occupational skills as a result of participation in the program.

The following two sets of objectives are based on the participant's age at time of registration: younger youth, ages 14 to 18; and older youth, ages 19 to 21.

Younger youth objectives, which include but not limited to:

- Remain in school
- Earn a high school diploma or equivalent
- Achieve basic skills, job readiness skills, and occupational skills goals

- Enter post-secondary education
- Obtain advanced training and employment
- Enter the military

Older youth objectives, which include but not limited to:

- Earn a credential (a diploma, GED, or other industry recognized certificate)
- Obtain occupational skills training
- Enter employment or post-secondary education
- Enter the military
- Seek qualified apprenticeships
- Remain employed or in school

Out-of-School Youth: The goal of out-of-school youth programs is that all participants will improve basic academic skills, soft skills and occupational skills as a result of participation in the program.

The following two sets of objectives are based on the participant's age at time of registration: younger youth, ages 14 to 18; and older youth, ages 19 to 21.

Younger youth objectives, which include but not limited to:

- Return to an academic environment
- Earn a high school diploma or equivalent
- Achieve basic education skills, job readiness, and occupational skill
- Enter post-secondary education
- Obtain advanced training
- Obtain employment
- Enter the military
- Seek qualified apprenticeships

Older youth objectives, which include but not limited to:

- Earn a credential (a diploma, GED, or other industry recognized certificate)
- Obtain occupational skills training
- Enter employment or post-secondary education
- Enter the military or to seek qualified apprenticeships
- Remain employed or in school.

D. Program Design – Required Services

Priority will be given to those proposals that identify viable approaches to providing comprehensive services that include collaboration and partnerships between youth services agencies and relevant partners. Effective partnerships and collaborations include strategies that link community colleges and other vocational training programs to businesses and industry partners to prepare and place youth in career path programs.

Organizations responding to this solicitation must propose and be able to provide comprehensive services which:

- Improve academic achievement for youth, including youth who are basic skills deficient.
- Prepare youth for success in employment (work-readiness).

- Expose youth to careers in identified industry clusters and foster awareness of career pathway opportunities (e.g. workshops, guest speakers, job shadowing, tours vocational training and referrals, and other related activities).
- Provide youth with relevant work experience/internship opportunities.
- Provide youth with skills necessary to job search and assistance with job placement; and
- Ensure necessary supportive services are provided for youth to achieve successful outcomes.

Potential contractors responding to this RFP must provide the following comprehensive services components:

Outreach and Recruitment
This includes, but is not limited to, identifying potentially eligible youth participants, working with parents and guardians to obtain necessary documentation, and communicate with schools and community organizations regarding recruitment efforts.

Orientation
Initially this includes informing youth of all services available including programs and/or services that are provided by entities and/or the Gila/Pinal One-Stop partners. Contractor shall provide information on enrollment process, assessment, training programs, attendance requirements while in training, and information regarding financial aid and support services. Contractor shall also make youth aware of the youth development principles practiced and that service and projected outcomes (goals) are customized to meet the individual needs of the youth. Contractors must also effectively assess as determined suitability for the program.

Eligibility Determination and Registration
Eligibility includes registering youth by completing a WIA youth application, verifying family income and information stated, and making a determination that the youth meets the eligibility criteria established by WIA.

Assessment
This includes conducting an objective assessment of each participant in the areas of academic skills, employment skills, and supportive service needs.

Individual Service Strategy (ISS)
ISS includes developing an individualized, age-appropriate, written plan of long and short term services that are appropriate with the youth's goals and assessment results. The ISS will clearly connect the services to be provided with the participant's goals to be achieved from the time of registration to the completion of follow-up services or time of exit from the program. It will become a living, working document that will be used to track the services received and outcomes achieved. Contractor shall review the ISS with the participant every 30 – 45 days, at a minimum, and update accordingly.

Skill Attainment Training
Skill Attainment Training includes basic skills, work-readiness, and occupational skills training for all WIA eligible youth. In order to provide comprehensive workforce development services, all eligible youth should be assessed for deficiencies in one of the three skill attainment areas regardless of age. A core indicator of performance for younger youth (age 14-18) under WIA is the younger youth skill attainment rate. For all younger, in-school and any appropriately assessed out-of-school youth, a minimum of one goal per year (participant year) is required. **However, for this RFP process and contracted period, all youth regardless of age must receive work readiness training.**

Basic Education Skills are defined as those academic skills and abilities necessary and/or beneficial for a person to function successfully in an employment environment. Basic academic areas are Reading Comprehension, Math Computation, and Writing. All participants who are determined to be basic skills deficient (defined as having English, reading, writing or computing Skills at 8.9 or less on a generally-accepted standardized test or a comparable score on a criterion-referenced test) must basic skills training.

Occupational Skills encompass the proficiency to perform actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels. Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and materials, and breakdown and clean-up routines.

Work Readiness Skills include world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision-making, and job search techniques (resumes, interviews applications, and follow-up letters). They also encompass survival/daily living skills such as using the phone, telling time, shopping and renting an apartment, opening a bank account, and using public transportation.

Work Readiness Skills also include positive work habits, attitudes, and behavior such as punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting good conduct, following instructions and completing tasks, accepting constructive criticism from supervisors and co-workers, showing initiative and reliability, and assuming the responsibilities involved in maintaining a job. Youth must be exposed to and attain all Work Readiness Skills, which are listed below.

Work Readiness 1-6

1. Making Career Decisions
2. Using Labor Market Information
3. Preparing Resumes
4. Filling Out Applications
5. Interviewing/Follow-Up Letters
6. Survival/Daily Living Skills

Work Readiness 7-12

7. Being Consistently Punctual
8. Maintaining Regular Attendance
9. Demonstrating Positive attitudes/behavior
10. Presenting Appropriate Appearance
11. Exhibiting Good Interpersonal Relations
12. Completing Task Effectively

For the purpose of this RFP, agencies must submit a curriculum and related reference materials on how Work Readiness Skills 1 -12 will be taught to the targeted population. The curriculum must be attached to the RFP and is not included in the page limitations. The Gila/Pinal Skill Attainment Manual is also available upon request.

Case Management/Referral

Case Management/Referral includes coordinating the appropriate services to be delivered to the participant, documenting the participant's achievement of the goals identified in the ISS and motivating youth to remain in school and complete high school, preparing them for possible post-secondary educational opportunities, occupational learning, or employment/training opportunities.

As a component of case management, referrals include linking and sharing information with other youth-serving agencies, organizations and training providers in order to achieve the goals listed in the youth's ISS.

Contractor may refer youth participants to external resources, which may be formal partners, to provide the services of the required program elements.

E. Youth Elements

Contractors shall make the following program services available to eligible participants directly or through linkages and collaboration with other local entities. The organization must state in the proposal how they will make the following components available through the proposed collaborative system. Proposals must clearly state the parameters that will be used to decide if a youth will participate in a specific component. Priority will be given to those proposals that clearly have established formal partnerships in providing the following program services/elements.

1. **Tutoring and Study Skills Training:**
Tutoring and Study Skills Training promotes improvement of the basic and study skills which lead to better test scores and overall academic performance. Contractor shall structure tutoring and/or study skills training to ensure intensive individualized assistance for youth in need of remediation or skills improvement.

2. **Alternative Secondary School:**
Contractor may refer participants for scheduled alternative educational opportunities which are designed to improve the participant's academic performance and may lead to continuation in secondary school or graduation. Contractor shall identify alternative secondary education possibilities (i.e., adult literacy agencies for older youth, etc.) and coordinate the plan for provision of this program element. All out-of-school youth who do not have a GED or high school diploma must enroll in services to attain either a GED or high school diploma.

3. **Summer Employment Opportunities**:
Contractor must link summer employment opportunities directly to academic and occupational learning. Contractor must develop employment opportunities that are related to each participant's career goal or integrated into the participant's high school education plan.

Contractor shall be responsible for development of summer work sites in public and/or private sector, orientation of work site supervisors and participants, executing work site agreements, maintaining participant timesheets, monitoring work sites and documenting work activities, payment of youth work experience wages at no less than the federal minimum wage rate, completion of I-9 and W-4 forms, and issuing W-2 forms at the end of each year.

4. **Work Experiences, Paid and Unpaid**:
Work experiences are planned, structured learning opportunities that take place in a workplace for a limited period of time. This element is designed to enable youth to gain exposure to the world of work and its requirements and may include internships and job shadowing. Contractor shall develop work experiences that assist youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. Work experience can provide the youth participant with opportunities for career exploration and skill development. Work experience shall focus on high demand occupations and industry clusters.

Work experience may be subsidized (consistent with wage and hour laws) and may include the following activities:

- Instruction for employability skills or general workplace skills;
- Exposure to various aspects of an industry;
- Progressively more complex tasks;
- Internships and job shadowing (unpaid work experience) – This activity is designed to provide informational training and experience to determine the participant's interest in a specific occupation;
- The integration of basic academic skills into work activities,
- Supported work, work adjustment, and other transition activities;
- Entrepreneurship; and
- Other activities designed to achieve goals of work experience.

Work experience can occur in the public, private, for-profit, or non-profit sectors where the objective assessment and individual service strategy indicates that work experience is appropriate. Contractor must be responsible for development of work experiences in public and/or private sector, orientation of work site supervisors and participants, initiating work experience agreements with employer(s), maintaining participant timesheets, monitoring work sites and documenting work activities, payment of wages at no less than the Federal minimum wage rate, and completion of I-9 and W-4 forms.

5. Occupational Skills Training:

This element includes training youth for a specific occupation related to the local labor market demand or according to the needs identified by local employers. Occupational skills training shall lead to a credential in the field of study (certificate, degree, or diploma) and/or related full-time employment. Contractor shall make every effort to utilize a combination of funding sources to pay for this activity. High demand and industry cluster occupations must be reviewed and explored with participating youth. Contractor shall utilize career path programs for all occupational training when appropriate.

On-the-job (OJT) training provides WIA youth participants the opportunity to receive training while employed, and to be paid wages comparable to other employees in similar positions. OJT agreements provide an opportunity for an employer to be reimbursed 50% of the wages, while participants acquire additional job skills. Each OJT contract is specific to the needs of the participant.

6. Leadership Development:

This element encourages a sense of responsibility and other positive social behaviors. The contractor must include but is not limited to the following activities as deemed appropriate for the participant:

- Exposure to post-secondary educational opportunities;
- Community and service-learning projects and volunteering within the community-based setting;
- Peer-centered activities, including peer mentoring and tutoring;
- Organizational and teamwork training, including team leadership training;
- Seminars, luncheons, networking opportunities at youth/workforce conferences;
- Training in decision-making, including determining priorities;
- Citizenship training, including life skills training such as parenting, work maturity, and budgeting of resources; and
- Soft skills training including, but not limited to: positive attitudinal development, self-esteem building, cultural diversity, and work simulation activities.

Leadership development activities should be repeated numerous times throughout the course of the program. All proposals must include at least one youth-led leadership project per program year. Youth

must be involved in the development, implementation, operation and evaluation of the project in meaningful ways. Each project will be unique in that it will reflect the interests of the youth involved and/or the needs of the targeted area's needs.

7. Supportive Services:

Supportive Services assists the participant in being successful by achieving their goals identified in the ISS. For any supportive services provided, Contractor must make regular contact with the youth participant. Contractor shall be responsible to ensure that, if other sources of funding or services are available, they are coordinated and accessed prior to utilizing WIA funds.

Supportive services may include: linkages to community services and/or assistance with transportation, child care, housing, referral to medical services, appropriate work attire, or work related tools, including items such as eyeglasses or protective eye gear. **The Gila/Pinal Workforce Investment Area Support Services Guidelines shall be used to determine if services are eligible for payment.**

8. Comprehensive guidance and counseling:

This element provides the participant with intensive guidance and counseling related to career exploration, personal issues, drug and alcohol abuse, financial management, and goal setting. If the contractor determines there is a need, the contractor may refer participant to an appropriate organization or counselor who is qualified, experienced and specializes in a particular area. Contractor shall be responsible to ensure that, if other sources of funding or services are available, services are coordinated and accessed prior to utilizing WIA funds.

9. Adult Mentoring:

Adult Mentoring assists with the youth's continued personal development. Contractor shall offer adult mentoring excluding the contractor's assigned staff to all registered participants. Contractor will be responsible for identifying adult mentors who are interested in the advancement of youth in the community. Adult mentoring activities may include, but are not limited to:

- Job shadowing and guidance provided by an adult to assist the participant in increasing his/her academic performance;
- Goal-setting;
- Support meetings to increase the motivation of the youth served;
- Career exploration;
- World of Work and social skills improvement; and
- Participation in community projects.

10. Follow-up Services

Follow-up Services ensures continuity of services and progress towards achievement of participant's goals and performance outcomes. The types of follow-up services provided must be based on the needs of the participant. Contractor shall provide follow-up services for a minimum period of twelve (12) months after exit from the program.

Follow up services include, but are not limited to:

- Leadership development activities;
- Regular (at least once a quarter) contact with the participant's employer, including addressing work-related problems that arise;

- Assistance with securing better paying jobs, career development, and further education;
- Work-related peer support groups;
- Adult mentoring;
- Tracking the progress of youth in employment after training; and
- Assistance with remaining in or completing school

F. Performance Measures

The U.S. Department of Labor has established performance measures for recipients of WIA funds. The Gila/Pinal Workforce Investment Board will require contractors to exceed these same performance measures during the contract term. During the contract term, these performance requirements may be subject to change as a result of changes in federal law and WIA reauthorization.

All measures listed below are measured for Program Year 2011 at exit and post-exit with the exception of the Younger Youth skill attainment. Performance Measures will be re-negotiated for Program Year 2010.

Performance Measure	Performance Standard	Measurement
Younger Youth (14-18)		
Skill Attainment	85%	At least one goal must be attained (completed) per year for younger youth. The goal(s) may be basic skills goals, work readiness skills goals, and/or occupational skills goals depending on the needs of the participant.
Diploma or Equivalent Attainment	63.5%	To successfully meet this goal, younger youth who are not in high school at exit must have attained a high school diploma or equivalent (GED) by the end of the 1st quarter after exit.
Retention	66%	To successfully meet this goal, younger youth who are not in high school at exit must be in one of the following activities in the 3rd quarter after they exit the program: post-secondary education; advanced training; employment; military service; or qualified apprenticeship.
Older Youth (19-21)		
Entered Employment	74%	To successfully meet this goal, an older youth who was not employed at registration and not enrolled in post-secondary education or advanced training in the 1st quarter after exit, must be employed in the 1st quarter after exit
Retention	84%	To successfully meet this goal, an older youth who was not employed at registration and not enrolled in post-secondary education or advanced training in the 3rd quarter after exit, must be employed in the 3rd quarter after exit.
Earnings	$5,000	Earnings is applicable for older youth who are employed in the 1st quarter after exit and not enrolled in post-secondary education or advanced training in the 3rd quarter after exit.
Credential	50%	To successfully meet this goal, an older youth must enter employment, post-secondary education or advanced training in the 1st quarter after exit and have received a credential (high school diploma, GED, post secondary degree/certificate, licensure, etc.) by the end of the 3rd quarter after exit.

Note: Congress has not passed the reauthorization for WIA. Reauthorization may require adjustments to performance outcomes, service levels, etc. Upon reauthorization, common performance measures may replace the existing regulatory measures. It is anticipated that the Gila/Pinal Workforce Investment Board will negotiate common measures with the Arizona Department of Economic Security during the contract period. Common Measures seek to use a single set of measures for all Department of Labor programs. Common Measures are outlined below:

Performance Measure	Performance Standard	Measurement
Placement into Employment of Education	TBD	To successfully meet this goal, a youth must be in post-secondary education, employment, advanced/occupational training, or the military in the 1st quarter after exit.
Attainment of a Degree or Certificate	TBD	To successfully meet this goal, a youth must obtain a high school diploma, GED, or a recognized certificate by the end of 3rd quarter after exit.
Literacy Numeracy Gains	TBD	To successfully meet this goal, out-of-school youth must increase one or more educational functioning levels.

Local Evaluations:

The following categories will serve as the Gila/Pinal Workforce Investment Board performance and reporting requirements during the contract period. These categories are subject to change. Each category has been assigned points to be utilized to assess each contractor's progress toward the attainment of the requirements on a quarterly basis. This evaluation will be used to extend the contract one year.

Categories	
Attainment of Federal Performance Measures	20
Expenditures	10
Service levels	10
Program monitoring outcomes	20
Fiscal monitoring outcomes	20
Monthly/Quarterly Reports, etc.	20
TOTAL	**100**

Categories Definition:

- Attainment of Federal Performance Measures (20 points)
  Contractor has met or exceeded performance measures.
- Expenditures (10 points)
  Expenditures are in-line with RFP and federal guidelines.
- Service levels (10 points)
  Contractor has enrolled number of participants in contract.
- Program monitoring outcomes (20 points)
  Contractor will be monitored by staff twice a year to ensure program compliance.
- Fiscal monitoring outcomes (20 points)
  Contract will be monitored by staff twice a year to ensure fiscal compliance.

- Monthly/quarterly reports, etc. (20 points)
  Reports include at a minimum, but not limited to:
  - Program Activity Calendar
  - Resource Room Logs
  - 5% Reports
  - Work Plan
  - Quarterly Updates
  - Common Organizational Goals

Contractor can receive a maximum of 100 points per calendar quarter depending on the applicability of all elements for that quarter.

Performance Assessment	Range
Exceeding Expectations	95 - 100
Meeting Expectations	80 - 94
Intervention/Probationary Status	70 - 79
Failing Expectations	69 or below

The Gila/Pinal Workforce Investment Board expects that each provider will consistently improve performance from quarter to quarter, i.e. percentage increases. The WIB will provide technical assistance and training, based on individual agency need, to improve agency performance below the 80 percent threshold. If the contractor performs below the 80%, a corrective action plan shall be submitted by the contactor.

All proposals must address how the contractor will exceed performance and/or the agency's experience in meeting or exceeding youth development performance.

G. Reporting Requirements

Workforce Investment Act (WIA) requires the Gila/Pinal Workforce Investment Board in partnership with the Gila County Board of Supervisors, acting as fiscal agent, to conduct oversight of the WIA programs and the One-Stop delivery system in the local area. County staff must continuously monitor grant-supported activities in accordance with the uniform administrative requirements. Each recipient must conduct regular oversight and monitoring of its WIA activities and those of its sub-recipients to ensure that expenditures meet the programmatic, cost category and cost limitation requirements of WIA and the regulations, and to determine that there is compliance with other provisions of the WIA regulations and other applicable laws and regulations, and to ensure that technical assistance is provided as needed. The WIB will also coordinate training as it relates to WIA and youth development, assessments, Arizona Job Connection technology system, and performance reports.

A. Preparation of Proposals

One (1) original and six (6) signed copies of the proposal are required. The proposal must be single spaced in 12 point font. The original and copies of the proposals must be sealed envelope, plainly marked and identified by the material or service description, clearly indicating the bidder's name and address.

Responses received after the due date and time will not be considered. All responses must be made on applicable forms included and signed by an authorized representative of the bidder. No fax responses will be considered.

B. Proposal Statement of Work

Each category shall be addressed separately. The proposal shall include the following and should be submitted in the following sequence.

1. RFP Cover Sheet

Complete and sign RFP Cover Sheet (attached).

2. Executive Summary

The Executive Summary shall not exceed four (4) pages. Provide an overview of the following:

a) Proposed Service(s)
List one or more of the service(s) you are proposing to deliver. Describe your experience implementing specific services.

b) Organization(s) Description
Describe the background, capacity, and qualifications that demonstrate the ability to effectively serve the target population. Describe the organization, including its mission, vision, current customer base, staffing, and service expertise. Include the organization's longevity and how your proposal will connect to your mission and organizational goals. Describe how your organization established collaborations, linkages, and partnership with schools, community-based organizations, and businesses/employers to provide services to youth.

c) Facility and Equipment
Describe the proposed or existing facility and equipment where basic services will be delivered. Indicate whether the facility is owned or leased. Indicate the hours of operation and holidays the office will be closed. Facilities must be ADA Compliant.

One staff from the contractor shall be housed 40 hours a week at the Gila County Comprehensive One-Stop and Pinal County Comprehensive One-Stop.

d) Outreach
Describe outreach and marketing activities you are proposing to perform to increase awareness for potential youth participants.

3. **Needs/Community Assessment**

The Needs/Community Assessment should be no more than four (4) pages. This component creates the foundation for implementing youth workforce development services in a targeted area and/or to a target population. The proposal must clearly describe the stated problem, the partners who will provide expertise in the development or implementation, analysis of data that supports, and the resources needed.

The assessment should include but not limited to the following:

- Describe the targeted area and rationale for serving the specified population;
- Describe the problem or issue being addressed;
- Describe the proposed targeted youth group;
- Describe the risk factors and protective factors relating to the problem or issue;
- Describe the key stake holders. Describe how they are involved in the development or implementation of youth workforce development;
- Describe data that was collected which validates the stated problem, risk factors, etc. Describe the sources of the data collected; and
- Describe the resources in the community and/or in the organization which arc currently being directed toward the stated problem. Describe how this proposed project supports those efforts or enhances program efforts.

4. **Program Design**

The Program Design narrative has a 25 page maximum, not including attachments. The Program Design includes your response to expectations noted in the Scope of Work, Section 2 of this solicitation. This section should be single sided and numbered at the bottom center.

Please submit a work plan that supports the program design. The work plan will not be counted as part of the 25 page limit; however, it will be evaluated as part of the Program Design. A sample work plan is included in Section 4.

Please submit a curriculum and related reference material on Work Readiness Skills 1-12. The curriculum will not be counted as part of the 25 page limit; however, it will be evaluated as part of the Program Design.

The Workforce Investment Act encourages the development of a genuine local *workforce development system.* Therefore, contractors should submit proposals that demonstrate innovative techniques to accomplish the goals of coordination, services that are not duplicated, services that maximize resources, and services that provide a seamless service delivery.

The Program Design should clearly define the specific service elements/strategies that staff will perform to deliver the service to reach the youths' goals and objectives as well as program performance measures. The plan also focuses on the steps that must be taken to put the program strategies and approaches into action. It should include all the elements/activities that will be required to implement the strategies for the duration of the contract.

The Program Design must include but not be limited to the following:

- Describe the service requirements that will be performed by staff;
- List the titles of the specific positions that will be responsible to deliver the service;

- Describe the strategies and approaches or proven effective program models that will be used to meet goals and objectives;
- Explain how the selected strategies and approaches fit with the identified problem/need and will lead to achieving the stated goals and objectives;
- Explain how the selected strategies/approaches apply to the targeted population;
- Describe the plan for recruiting and retaining eligible participants;
- Describe how barriers to participation and or completion of the program will be addressed;
- Describe any internal training that will be needed for existing and/or new staff to successfully complete program activities, elements, goals, and objectives;
- Flow charts or process mapping are required to support the narrative but will not be included in the 15 page limit; and
- Describe how the contractor will provide an introduction to the Gila/Pinal One-Stop Centers. Submit a Certificate of Intent to participate in the One-Stop System which is included in Section 4.

5. Composition of the Collaborative/Partnership

The Program Design must include formal collaboration/partnerships, with a description of how the specific types of services these partners provide will enhance the delivery of service to youth and how these services relate to the outcome of the service delivery. Also include how the coordination between the youth and the partners will occur (15 page maximum).

Contractor must provide the names of at least three organizations with whom the contractor will partner with in order to implement this RFP. The types of organizations are listed below:

- Educational Institutions
  - For in-school youth (Public School, Charter Schools, or School District)
  - For out-of-school youth (Vocational Training Center, Adult Basic Educations Centers, Community Colleges, Universities)
- Community Based Organizations/Faith Based Organizations

The proposal must clearly identify which member of the collaborative/partnership will be implementing activities and/or elements.

- Describe the member's ability to effectively deliver the service
- Describe the criteria that will be used to determine which component to select and when to access the component
- Describe the criteria used to measure success in each component

Attach copies of contracts, agreements, letters of agreement, etc., that includes the dollar value of each collaboration/partner agreement. These copies are not part of the 15 page maximum. If the agreement is non-monetary, calculate the in-kind value of the services or goods. Describe how the leverage/in kind will be used to benefit the youth.

6. Performance Outcomes

As part of the Program Design, also identify the specific elements of the program design that will lead to attainment of applicable federal, state and local contract service requirements. Describe the types of

documentation and/or supplemental data that will be used to document WIA federal, state, local performance outcomes, and monitor youth in follow up.

Describe how the agency will meet or exceed performance measures outcomes for youth services, which, includes tools, strategies, etc. Describe the agency's approach to continuous improvement.

7. **Experience**

Submit a brief summary, no more than four (4) pages of your organization's **experience** in providing workforce development service. Include the number of years in providing the proposed service as it relates to the requirements of this solicitation. Also describe your organization's experience in working as a partner within a system. Describe the organization's experience as a participant in systems that deliver educational and/or employment and training services to youth.

Submit each agency's experience in implementing strategies for continuous improvement. Include how the organization obtains, maintains, and increases the performance capability of key staff who will deliver the service. Also include how your organization provides a commitment to quality assurance. Include how these strategies relate to the Scope of Work.

Submit a current staff organization chart, not included in the four (4) page limit that indicates specific position titles and sets forth lines of authority, responsibility, and communication in accordance with policies established by the governing body or management. This chart should accurately reflect the existing positions that will provide the proposed service and any new proposed positions you are requesting.

Attach current job description(s) for each key position delivering the service, which are not included in the four (4) page limit. Job description(s) should include at a minimum:

- Job title;
- Minimum qualifications for education, training, and experience; and
- Duties and responsibilities.

G. Fiscal Ability/Contract Operating Budget (COB)

Submit the following:

- Submit the completed Financial Questionnaire, which is included in Section 4.
- Submit a Contract Operating Budget. Sample is included in Section 4. Budget is for 12 months that cover the contract beginning on July 1, 2012 and ending June 30, 2013. The budget will include the number participants to be served under this RFP.
- Copy of Most Recent Audit – If annual audit has identified any findings, bidder should include documentation on the agency's corrective action(s) plan.
- Submit a Cost Allocation Plan. For a detailed explanation of this requirement, the website is: www.whitehouse/gov/omb/circulars.
- Submit Lobbying Certificate
- Contractor's Fiscal Procedure Manual
- Insurance Policy

Describe how your agency and infrastructure supports the cost effectiveness, via the staff, systems and technologies utilized in daily operations.

A budget narrative must be submitted detailing each budget item in each cost category for the requested funding amount only. The budget narrative should follow in the same order as the line item and must include the method, unit cost and/or formula detail that make up each cost category. The COB should provide a clear and logical basis for each cost allocated to the proposed services.

For information regarding the One Stop Comprehensive Financial Management Technical Assistance Guide, please refer to website:
http://wdsc.doleta.gov/sga/pdf/FinalTAG_August_02.pdf

A. Proposal Evaluation

A Selection Committee will evaluate and rank the proposals based on criteria and expectations in the Scope of Work.

Criteria	Points
Executive Summary	5
Needs/Community Assessment	10
Program Design	40
Collaborative/Partnership	10
Experience	15
Cost/Budget	10
Fiscal Ability	10
Total	100

Executive Summary (5 points)

- Target Population – Does the Program Design target a significant population of at-risk youth? How will the activities/tasks be culturally-sensitive to these populations?
- Service Site - Is the proposed location in a general area that will be easily accessible and will service a large number of participants? Is the Facility Location Chart complete?
- Facility - Are the facilities suitable for the proposed activities/services?
- Outreach/Marketing - Will you be able to increase awareness in the service area through your outreach/marketing activities?
- Cost Effectiveness - Is your organization streamlined in its operations?
- Performance Standards – Does the agency met or exceeded past performance? Is there a clear understanding on performance management?

Needs/Community Assessment (10 points)

- Is the geographical area clearly defined?
- Are the statistics relevant to the targeted area?
- Does the proposal clearly state the needs of the targeted area?
- Does the proposal include maps and tables that support the narrative?

Design and Delivery (40 points)

- Does the Program Design offer activities/services that are consistent with WIA and the Scope of Work?
- Does the overall Program Design clearly address the needs of the targeted area?
- For the target population to be served, do the activities/tasks meet the needs of youth?
- Are the activities interesting and likely to attract and retain youth? Are the activities/tasks that staff will need to perform to deliver the Service Requirements clearly defined?
- Does the proposed Program Design involve quality and innovative approaches?
- Will the expected outcomes meet or exceed those outlined in the Scope of Work?

- Has the Program Design properly identified the supplemental data of how Performance Outcomes will be measured?
- Is there proof of formal partnerships with other Community Based Organizations, schools and One-Stop Comprehensive Career Center?

Composition of the Collaborative/Partnership (10 points)

- Are specific responsibilities of each partner clearly defined in the Program Design as they relate to the program elements?
- Signed written agreement(s) are included?
- Are the partners providing viable youth development service?
- Are the partner services clearly stated in the Program Design?
- Are the partners selected based on the needs of the targeted area?

Experience (15 points)

- Does the Experience Summary include your past performance in providing of similar/related services?
- Are existing staff qualified to provide the activities/services?
- Does Staff Organization Chart clearly define lines of authority?
- Are the minimum qualifications, duties and responsibilities in the job descriptions commensurate with the requirements for the service?
- How will your organization monitor the performance of key staff responsible for the delivery of service?
- Is your organization committed to quality?
- Have you included a current list of Board of Directors?

Demonstrated Performance

In addition to the evaluation criteria outlined above, all applicants who are either current or past Gila/Pinal WIA youth providers will be evaluated based on their ability to meet contractual performance standards for up to the last three fiscal years. Evaluation of current performance will include the program operator's ability to manage the program. Examples of evaluation criteria include:

1. Achievement of quarterly planned enrollment goals
2. Enrollment of target groups to planned levels in the contract
3. Ability to serve "hard to serve" populations
4. Submission of timely fiscal and program reports to Gila County.
5. Achievement of quarterly WIA youth performance goals

Other organizations not currently or previously providing youth services will be evaluated on information obtained from references submitted in the "Reference" section of the RFP. The reference source will be asked to provide an overall assessment of program performance and capabilities, including:

- Actual performance vs. planned goals
- Type of program services funded
- Participant characteristics (number served, age, target group)
- Geographic area served

- Grant amount and duration (including date(s) funded)
- Fiscal accountability
- Reporting and record keeping performance/capabilities
- Customer satisfaction

Please note that the Gila/Pinal WIB reserves the right to directly contact all references.

Cost/Budget (10 points)

- Is the Contract Operating Budget properly completed and totals accurate?
- Are the costs justified and reasonable to provide the requested services within the available funding level?
- Are the names of the organizations that will leverage the WIA funds listed at the bottom?

Fiscal Ability (10 points)

- Financial Questionnaire – Does your organization have the financial capability to administer the WIA funds?
- Review of Annual Audit
- Review of Cost Allocation Plan

As part of its final selection process, the Request for Proposal (RFP) evaluation panel reserves the right to request oral presentations. Presenters from the firms must include members who will serve as the contact person(s).

B. Discussions

Discussions may be conducted with offeror(s) who submit offers determined to be reasonably eligible of being selected for award. If discussions are conducted, the Gila/Pinal Workforce Investment Board may request that a revised offer be submitted. Award(s) may be made without discussions, therefore, offers shall be submitted complete and on most favorable terms.

C. Decision Process

Recommendations for awards will be forwarded to the Gila/Pinal Workforce Investment Board whose decision will be final. It is understood that the Board may accept or reject, in part or in whole, any proposal, or make a counter offer.

A. Administrative Appeal Process

The following is the Administrative Appeal Procedure for organizations/individual(s) who wish to file a complaint due to funding recommendation process for WIA programs.

Requesting an Appeal

1. Appeals must be submitted in writing.

2. Appeals may be made only for an alleged violation of the proposal review process, which resulted in discrimination or unfair consideration.

3. When an appeal is made, the committee may make the following recommendations:
   - There was compliance with applicable procedural requirements.
   - Any deviation from applicable requirements was not substantive and did not significantly affect the results. A recommendation of changes to be adopted for future RFP review process is in order.
   - There was a deviation from applicable procedural requirements that may have significantly affect the outcome. Committee may recommend review or other appropriate action. The recommendation may be made to the Gila/Pinal Workforce Investment Board.

4. The written appeal request must be delivered to the Gila/Pinal Workforce Investment Board by the end of the second business day after the Committee makes its recommendations.
   Submit to:
   Gila/Pinal Workforce Investment Board
   5515 S. Apache Avenue, Suite 200
   Globe, AZ 85501

5. The Appeals Committee will be composed of three (3) members. The Workforce Investment Board Chair will identify three (3) WIB members to hear appeals and two (2) members to stand as alternates in the event an Appeals Committee member is unable to participate. Representation of the WIB Appeals Committee should be reflective of as many diverse representative sectors as possible to minimize the possibility of conflicts of interest.

   If a representative of the organization/individual(s) requesting an appeal hearing is not present, the appeal request will be automatically denied.

6. In the event that an appeal is upheld, the Appeals Committee will forward their decisions(s) to the Youth Council for further consideration. Final recommendations will be forwarded to the WIB.

1. **Status of Contractor**
   The status of the Contractor shall be that of an independent contractor. Neither Contractor or Contractor's officers, agents, or employees shall be considered an employee of County; nor shall they or their employees be entitled to receive any of the fringe benefits associated with County employment or be subject to the provisions of the County Merit System. Contractor will be responsible for payment of all Federal, State and local taxes associated with the compensation received by Contractor from County. Contractor shall be responsible for program development and operation without supervision by County.

2. **Subcontractor**
   Contractor will be fully responsible for all acts and omissions of its subcontractor, if any, and of persons directly or indirectly employed by subcontractor and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of County to pay or see to the payments of any money due any subcontractor, except as may be required by law.

   Contractor shall not enter into any subcontracts for any of the services to be performed under this Contract unless it receives prior written approval of the subcontract by the County. Prior written approval shall not be required for the purchase of supplies, which are necessary and incidental to Contractor's performance under this Contract.

3. **Non-Assignment**
   Contractor shall not assign its rights to this Contract in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval shall not be unreasonably withheld.

4. **Contractor's Change of Status**
   Contractor shall give written notice of any change of corporate or entity status not more than fifteen days after the change is effective. A change in corporate or entity status includes but is not limited to change from unincorporated to incorporated and vice versa, and suspension or termination of corporate status based on failure to comply with reporting requirements.

5. **Contractor's Performance**
   Contractor's performance under this Contract shall be to the satisfaction of the County. County shall have sole discretion to determine the acceptability and progress of work performed and to determine the resulting entitlement to payment under this Contract.

6. **Full Performance of Duties**
   The failure of County to insist in one or more instance upon the full and complete compliance with any of the terms or provisions of this Contract, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

7. **Coordination**
   County shall be Contractor's contact with all Federal and State agencies on matters relating to the administration of this Contract.

8. **Authority to Contract**

Contractor warrants its power and right to enter into this Contract and to participant in the provision of services set forth in this Contract. If any court or authorized administrative agency determines that County does not have authority to enter this Contract, County shall not be liable to Contractor or any third person by reason of such court determination or by reason of this Contract.

9. Remedies

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or equity or by virtue of this Contract.

10. Compliance with Laws

Contractor shall comply with federal, state, and local laws, rules, regulations, standards and Executive orders, without limitation to those designated within this Contract and for the funding source for this contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any other disputes hereunder. Any action relating to this Contract shall be brought in a court of law within Gila County, State of Arizona. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

11. Severability

If any provision on this Contract is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by the law.

12. Monitoring

The county shall monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices. The contractor must conduct regular oversight and monitoring of its WIA activities and those of its sub-recipients.

13. Non-Discrimination

Contractor will not discriminate against any County employee, client or any other individual in any way because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out Contractor's duties pursuant to this Contract. Contractor agrees to comply with all applicable provisions of federal and state laws, as currently amended, and any regulations adopted pursuant to such laws concerning nondiscrimination, including, but not limited to:

- Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in federally assisted programs on the basis of race, color, or national origin;
- Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis or race, color, or national origin.
- Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap;
- Fair Labor Standards Act of 1938, as amended, which prohibits wage discrimination on the basis of sex;
- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex;

- The Arizona Civil Rights Act;
- The Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals who have a physical or mental disability and requires reasonable accommodation to be made for such individuals; and
- Arizona Executive Order 75-5, as amended by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and which is incorporated into this Contract by reference as if set forth in full.

14. Contractor Assurances

- That it will establish, in accordance with Section 184 of the Workforce Investment Act (WIA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Section 128 and 133.
- That veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act, to the extent practicable. (112)(b)(17)(B).
- That it will comply with the confidentiality requirements of Section 136(f) (3).
- That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181(b) (7).)
- That it will comply with the nondiscrimination provisions of Section 188, including an assurance that a Methods of Administration has been developed and implemented (Section 188.)
- That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185).
- That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at Section 189© of the Act which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to the following:
  - General Administrative Requirements;
    29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
    29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act OMB Circular A-87 – Cost Principles (as amended by the Act)
  - Assurances and Certifications:
    SF 424 B – Assurances for Non-construction Programs
    29 CFT part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)
    CFR part 93 – Certification Regarding Lobbying (and regulation)
    29CFR part 98 – Drug Free Workplace and Debarment and Suspension Certifications (and regulations) Special Clauses/Provisions:
    Other special assurance or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.
- That the Wagner-Peyser Act Plan, which is part of this document, has been certified by the State Employment Security Administrator.

- That veterans' services will be provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.
- That it developed and will continue to develop, this Plan in consultation with local elected officials, the local workforce board, the business community, labor organizations and other partners.
- That it will meet the regulatory requirements to procure youth services by a competitive process as outlined in the WIA regulations and State Youth Procurement Guidelines.
- That the LWIB will meet a minimum of four times per year, or once each quarter.
- That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.
- That it will comply with the nondiscrimination and equal opportunity provisions of the following laws:
  - Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1 financially assisted program or activity:
  - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
  - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipient's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the grant recipient makes to carry out the WIA Title 1-financially assisted program or activity. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
  - That program services will be provided and funds will be spent in accordance with the Workforce Investment Act and Wagner-Peyser Act legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act/or the Wagner-Peyser Act.

15. Conflict of Interest

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations, including, but not limited to, those governing nepotism.

16. Professional Standards and Levels of Service

In carrying out its duties under this Contract, Contractor shall perform in a humane and respectful manner and in accordance with any applicable professional accreditation standards. Contractor shall obtain and maintain all applicable licenses, permits and authority required for its performance under this Contract.

17. Records, Accounts and Reports to be Maintained by Contractor

Except as otherwise directed in writing by the Director of Division of Health and Community Services, Contract of shall maintain the following written records;

- A list of all applicants and reason for selection or non-selection and participants and their subsequent activities, unless those records are maintained by the One-Stop system.
- A separate account for all monies received under this Contract and accounting principles, and of 41CFR §29-70.207 and other pertinent Federal law and regulations. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
- Accounting records which identify the source and application of any funds used to support activities under this Contract other than the funds provided under this Contract. Such records shall meet generally accepted accounting principles.

18. Records, Accounts and Reports to be Provided to County

Except as otherwise directed in writing by the Director of Division of Health and Community Services, Contractor shall provide County the following reports:

- Monthly invoices for compensation earned and costs incurred
- Monthly report of enrollments and participant activity changes
- Monthly reports of fiscal and program performance
- Such other reasonable records and reports as may be required by the Gila County Division of Health and Community Services Director.

19 Record Retention

Contractor shall retain all records of participant activity, expenses, and equipment purchased through funding under this Contract for seven years after the term of the contract, or, if later, after all other pending matters have been closed. The subcontractor shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

20. Accountability

County, and any authorized federal, state or local agency, including, but not limited, to, the State of Arizona Department of Economic Security JOBS/WIA Administration, the U.S. Department of Labor, and the Comptroller of the United States shall at all reasonable times have the right of access to Contractor's facility, books, documents, papers, or other records which are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts and for the purpose of evaluating Contractor's performance and Contractor's compliance with this Contract. This provision shall be included in all contracts between Contractor and its subcontractors providing goods or services pursuant to this Contract. Contractor shall be responsible for subcontractors' compliance with this provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with this provision.

21. Closeout

Contractor shall provide to County a final closeout within thirty days after the end of the term of this Contract, on forms provided by County.

22. Audit Requirements

- Federal Requirements (applicable if Federal funds are involved):
  If Contractor is a state or local government or non-profit organization which expends $500,000 or more of federal funds during the year, then, Agency shall provide an annual audit which complies with OMB Circular A-133 (31 U.S.C. § 503,1111,7501 et seq. And Executive Orders 8248 and 11541) including the compliance supplement OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

If total expenditures of Federal awards are greater than $100,000 but less than $500,000 then a program specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually. If total Federal expenditures are $100,000 or less, but at least $50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually. Agencies with total expenditures of Federal awards less than $50,000 do not have an annual audit requirement.

- State of Arizona Audit Requirements:
  If Contractor is a non-profit organization or local government organizations, Contractor shall comply with ARS § 11-624 "Audit of Non-Profit Corporations Receiving County Monies" which says in part:

  Each nonprofit corporation that receives in excess of $100,000 in county assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.

  Each nonprofit corporation receiving $50,000 to $100,000 in county assistance in any fiscal year shall file biennially at the corporation's expense with the board of supervisors either an audited annual financial statement for the most recently completed even-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed even-numbered year prepared in accordance with generally accepted accounting principles by an independent certified public accountant.
  Each nonprofit corporation receiving less than $50,000 in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements.

- Additional County Requirements:
  - Contractor shall establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract.
  - County may require any Contractor to provide a program-specific or financial audit at any time by providing written notice to the Contractor. Such notice shall specify the period to be covered by the audit, the type of audit and the time for completion and submission of the audit.
  - All audits provided shall be performed by a qualified, independent accounting firm and shall be submitted to the County within six months of the close of the contract period being audited. It shall include any response Contractor wishes to make

concerning any audit findings. Audits shall be submitted to Gila County Community Services Division, P.O. Box 2778, Globe, AZ 85502.

- Contractor shall pay all costs for audit and County shall not be responsible for audit costs. Grant funds may be used to pay for audit provided the cost is allowable under the appropriate federal or state grant and the cost is specifically included in the grant budget approved by the County.

23. Disallowed Charges or Costs

The cost principle set forth in the Code of Federal Regulations, 48CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs. These costs which are specifically defined as unallowable therein, will not be submitted by the Contractor and may not be reimbursed with Department funds. Contractor shall reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.

24. Client Fees

Unless otherwise specified in the Contract for Services, neither the Contractor, nor subcontractors, nor any agent of Contractor shall impose any fees or charges of any kind upon recipients of contract services.

25. Program Income

Contractor shall (a) maintain accurate and complete records pertaining to all Program Income, (b) report Program Income to Gila County on a quarterly basis, and (c) comply with directives issued by Gila County with respect to the disposition of Program Income. Interest income earned in excess of $250 annually must be returned in accordance with requirements at 29 CFR Part 95.22 (1) for non-profit organizations and institutions of higher education. For state, local governments, and tribal governments, interest income earned in excess of $100 annually must be remitted at least quarterly in accordance with 29 CFR Part 97.21(I).

26. Advance Payments

County may advance funds allocated under this Contract only if the Director of Division of Health and Community Services finds that the advance is justified by extraordinary circumstances. Contractor's report of cumulative and projected expenditures and earnings in performance of this Contract, verified by County staff, shall accompany and support Contractor's advance request. Advance payments are a debt of the Contractor to County. County shall not pay for activities and expenditures billed by Contractor under this Contract until the total amount payable by County exceeds the amount of understanding advance payments. If activities and expenditures billed by Contractor and payable by County under this Contract within sixty days after an advance payment to not equal or exceed the amount of the advance payment, Contractor shall immediately repay the difference to County.

27. Reimbursement of Excess Payment

Within 30 days of a request from County, Contractor shall submit to County the portion of any payment, which exceeds the amount owed under this Contract.

28. Open Participation

Unless otherwise specified in the Contract for Services, participation in programs and activities financially assisted in whole or in part by this Contract shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.

29. Participant Selection

To be enrolled as a participant in training programs funded under this Contract, an individual must be in need of the training offered by Contractor.

30. Confidentiality

Contractor shall maintain confidential client and applicant files and shall provide access to these files only to persons properly authorized. Contractor shall observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.

31. Working Conditions

Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous or dangerous to the participants health or safety. Participants employed or trained for inherently dangerous occupations, e.g. fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

32.Personnel

Unless otherwise provided for, the personnel delivering Contract services shall be employees or volunteers of the Contractor and shall satisfy any qualifications and carry out any duties set forth in this Contract and shall be covered by personnel policies and practices of Contractor. Contractor's employees shall not be considered officers, employees or agents of the County. Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for commission, percentage, brokerage or contingent fee except for a bona fide employee maintained by the Contractor to secure business.

33. No Displacement of Workers

No currently employed worker shall be displaced by any participant, including partial displacement, such as a reduction in the hour of non-overtime work or a reduction of employment benefits. Contractor shall prohibit such displacement in all subcontracts.

34. Collective Bargaining Agreements

No program funded under this Contract shall impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

35. Fingerprinting

Contractor shall comply with applicable provisions of A.R.S. § 46-141 and Title 6, Article 4 – Fingerprinting., which are hereby incorporated as provisions of this contract to the extent such provisions are applicable due to statute, case law, County contract or other legal authority.

36. Hearing and Grievances

Contractor shall have a written grievance process to provide all applicants and participants with the opportunity for a fair hearing for grievances and shall advise all applicants and participants of their right to present to the County and/or to the State any grievance arising from the delivery of services, including but not limited to ineligibility determination, service reduction, suspension or termination or quality of service.

37. Sectarian Facilities

Participants shall not be employed on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

38. Attending at Meetings

County may require Contractor to attend meetings. Contractor shall ensure the attendance of persons performing services under this Contract when the County provides reasonable notice of such meetings.

39. Copyright

Contractor shall not copyright any materials or products developed through contract services or contract expenditures without prior written approval by the County. Upon approval, the State shall have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

40. Minimum Scope and Limits of Insurance

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$ 50,000
• Each Occurrence	$1,000,000

a. The Policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employee shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: The State of Arizona, its departments, agencies, boards, commissions, universities and its

officers, officials agents and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: separately, each contractor or subcontractor exempt under A.R.S. 23-901 and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Additional Insurance Requirements:** The policies are to contain, or be endorsed to contain, the following provisions.

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity shall be additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract

2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract

4. All certificates required by this Contract shall be sent to the WIA Finance Manager.

41. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnities") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

In addition, Gila/Pinal County shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of

claim processing, investigation and intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Gila/Pinal County contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from any against any and all claims. It is agreed that such contactor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

42. Amendments

Amendments may be made to this Contract in accordance with the following provisions:

- All amendments shall be in writing and shall conform to applicable law, Federal and state regulations, and County policies and directives. Approval of modifications is at the sole discretion of the County.
- Major modifications shall be by written amendment signed by both parties. Major modifications include modifications that do any of the following:
  - Change the purpose of the Contract;
  - Increase or decrease the compensation provided for in the Contract;
  - Change the term of the Contract;
  - Change the scope of assurances of the Contract;
  - Change any section of the Contract other than the Scope of Work/Services or budget;
  - Any change that is not a minor modification as described below.
- Minor modifications may be made by written memorandum approved and signed by the Director of the Gila County Community Services Division. Minor modifications are changes in the Scope of Work/Services or budget which do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of the county under this Contract.

43. Termination/Suspension

- Termination for Convenience: County reserves the right to terminate this Contract at any time and without cause by serving upon Contractor 30 days advance written notice of such intent to terminate. In the event of such terminations, the County's only obligation to Contractor shall be payment for services rendered prior to the date of termination. In case of termination of funding by the State, Federal government, or other source, County may terminate this Contract by giving five days written notice to Contractor, and shall only be obligated to Contractor to the extent that there is appropriated funding available.

- Termination for Cause: This Contract may be terminated at any time without advance notice and without further obligation to the County when the Contractor is found by County to be in default of any provision of this Contract. Advance monies not earned shall be repaid to the County within 30 days of termination or suspension.

- Suspension For Cause: County may suspend operations and payments under this Contract immediately for violation of contractual requirements, unsafe working conditions, violation

of Federal or State law, or lack of reasonable progress in accomplishing objectives and service schedules contained in this Contract.

- Non-Appropriation of Funds: Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there is not sufficient appropriated funding available for the purpose of maintaining this Contract. In the event of such termination, County shall have no further obligation to Contractor, other than for services rendered prior to termination.

44. Funding Limitation

If this is a grant-funded project, payments to the Contractor shall not exceed the amount of funds allocated to and made available to County to project. The maximum funding under this Contract is subject to availability and continuation of grant funding. Only grants funds shall be used for compensation paid and payments advanced to Contractor.

Gila County Division of Health and Community Services may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated.

45. Equipment

Equipment is defined as all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $500.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g. taxes, freight, installation, assembly and testing charges, etc.) with a useful life of greater than one year.

It contractor is authorized to purchase equipment, it shall be itemized in the contract and the contractor shall maintain complete and up-to-date inventory records. If equipment is $5,000 or more, Contractor must notify county prior to purchase so that the County can obtain the required approval from the State.

46. Copyrights and Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify ADES, within thirty (30) days, of the creation of any intellectual Property by it or its subcontractor(s). contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all documents(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Department. The Contractor or its subcontractors are not to dispose or distribute any Intellectual Property without the written authorization of the Department, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

47. Clean Air Act & Clean Water Act

As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S. C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

48.Energy Policy and Conservation Act

As the Contractor, you must adhere to the standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

49.Davis-Bacon Act

As the Contractor to this agreement, you must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

50.Copeland "Anti-Kickback" Act

As the Contractor to this agreement, you are expected to comply with the Copeland "Anti"Kickback" Act (18 U.S.C 874 as supplemented in the Department of Labor regulations (29CFR Part 5) when required by Federal grant program legislation.

51.Debt Collection & Audit Resolution

As the Contractor to this Agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184: 20 CFR Part 652, Subpart D, E and G; 20 CFR Part 667 Subparts D-H; 29 CFR Parts 95, 96, 97, and 99: OMB Circular A-21. As the Contractor to this agreement, you agreement, you are required to adhere to Federal Acquisition Regulation 97-03, Part 31; ADES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

Among the required controls specified in Title 20 CFR Section 667.500 (a)(2) is the process for collecting debts. Title 20 CFR 667.410 (a) states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

(a) The Contractor is responsible for all funds under its grant(s);
(b) The political jurisdictions(s) of the chief elected officials in a local workforce investment area is liable for any misuse of the WIA grant funds, allocated to the local area under WIA Sections 128 and 133, unless the chief elected officials(s) reaches an agreement with the Governor to bear such liability. The Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

52. Federal Immigration and Nationality Act

By entering into the contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal Immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

53. Scrutinized Business

In accordance with A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

1. RFP Cover Sheet
2. Financial Questionnaire
3. Certificate of Intent to Participate in the One-Stop System
4. Sample Contract Operating Budget
5. Work Plan
6. Glossary Definitions
7. Proposal Checklist

GILA/PINAL WORKFORCE INVESTMENT AREA
REQUEST FOR PROPOSALS
TITLE I YOUTH PROGRAM

PROGRAM YEAR 2012

Agency Submitting Proposal: _____

Address: _____

Contact Person: _____ **Title:** _____

Telephone No.: _____ **e-mail:** _____ **FAX:** _____

Federal ID No: _____

Agency Status:

Public Non-Profit ☐ **Corporation** ☐ **Private Non-Profit** ☐

Private for Profit ☐ **Government** ☐ **Other:** _____

Years in Operation: _____

Target Population:

Older Youth ☐ **Younger Youth** ☐ **Out-of-School** ☐ **In-School** ☐

Other Targets: _____

Total WIA Funds Requested: _____

To the best of my knowledge and belief, all of the information in this proposal is true and correct. The undersigned offers to furnish the services requested and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named above.

Signature: _____

Typed Name: _____

Title: _____

Date: _____

Gila/Pinal Workforce Investment Area
Financial Questionnaire

1. Please check the type of organizations:
   _____ Non-Profit 501 (c)(3)
   _____ Other Non-Profit
   _____ Government Entity
   _____ Sole Proprietorship
   _____ Partnership
   _____ Corporation
   _____ Other

   If non-profit is checked, what year was it incorporated as a 501(c)(3)?

2. Does your agency maintain a manual regarding personnel policies and procedures?
   _____ Yes
   _____ No

   If answer is yes, when was it last updated?_____

   If yes, does the Personnel Manual contain at a minimum?
   - Policies that require records to contain an employee's application for employment, job title and description, hire and termination, date, salary/wage rates, performance appraisals, and effective dates of personnel actions affecting any of these items?
     _____ Yes
     _____ No

   - Policies that require proper time and attendance records for employees be maintained to support all salaries and wages paid?
     _____ Yes
     _____ No

   - Policies that require the agency utilize a formal process that an employee's leave time be earned and taken?
     _____ Yes
     _____ No

3. Does your agency maintain a manual regarding procurement policies and procedures?
   _____ Yes
   _____ No

   If yes, when was it last updated?

   If yes, does the Procurement Manual contain at a minimum?

   - Limits by which a formal bidding processes must be used for goods or services purchased with contract dollars?
     _____ Yes

_____ No

- Code of Conduct that addresses conflicts of interest as it related to procurement?
  _____ Yes
  _____ No

- Requirements that staff who expend contract dollars be familiar with these procedures.
  _____ Yes
  _____ No

In accordance with Code of Federal Regulations (CFR) Part 74, please respond to the following:

4. If awarded a contract does your organization have sufficient funds to meet obligations while awaiting reimbursement from Gila County?
   _____ Yes
   _____ No

5. Has your organization gone through a bankruptcy?
   _____ Yes
   _____ No

6. Have any contracts ever been terminated for default or non-performance?
   _____ Yes
   _____ No

   If yes, please explain

7. Are there any lawsuits, judgments, tax deficiencies, or claims pending against your organization?
   _____ Yes
   _____ No

8. Has your organization ever been debarred from contracting?
   _____ Yes
   _____ No

9. Does the amount of your organization receives from all Federal sources, warrant that an Annual Single Audit in accordance with A-133 be performed?
   _____ Yes
   _____ No

   If yes, what is the date of the most recent completed single audit?

10. Did the audit identify any findings?
    _____ Yes
    _____ No

If yes, please provide a copy of the corrective action plans that were developed.

11. As of this date, are there any outstanding findings that you have not addressed?
_____ Yes
_____ No

If yes, please state which findings and the proposed date to correct.

12. Does your organization have a "Cost Allocation Plan"? This is the tool used to determine how specific costs are distributed and charged across one or more funding sources.
_____ Yes
_____ No

If yes, please attach.

13. Does your organization maintain a manual regarding financial policies and procedures?
_____ Yes
_____ No

If yes, when was it last updated?_____

If yes, does the Financial Manual contain at a minimum?
Minimum Accounting Standards such as:

- Maintaining separate accounts for each grant or contract.
_____ Yes
_____ No
- Supporting entries to general or subsidiary ledgers by keeping original books of entry such as cash disbursement journals or cancelled checks.
_____ Yes
_____ No
- Maintaining adequate supporting documentation for all contract expenditures, including copies of invoices, statements, sales tickets, billings for services, deposit slips, lease/rental agreements, mortgages, an/or any other documentation that, in any way, affect contract expenditures.
_____ Yes
_____ No
- Tracking contract expenditures against the approved budget amount within the approved period.
_____ Yes
_____ No

Minimum Cash Management Standards such as:

- Identifying first and second signature authority for cash disbursements by maintaining current memo on file.

_____ Yes
_____ No

- Controlling use of checks to prevent misuse
  _____ Yes
  _____ No

- Separating responsibilities of staff who initiate purchases versus staff who approve vendor invoices and/or sign checks.
  _____ Yes
  _____ No

- Reconciling bank account statements at least once a month
  _____ Yes
  _____ No

Minimum Payroll Standards such as:

- Requiring written authorization when:
  New employees are added
  Existing employees have changes in rates of pay
  Existing employees are removed from payroll
  Employees' payroll deductions
  Accounting distributions set up of employees' payroll costs
  Payroll time sheets prior to paying employees
  Maintaining Payroll Registers, labor distribution reports, and payroll master control reports.
  _____ Yes
  _____ No

Gila/Pinal Workforce Investment Area
Certification of Intent to
Participate in the One-Stop System

I hereby certify that this agency intends to participate in the One-Stop System in accordance with the Gila/Pinal Workforce Investment Board Five (5) Year Plan and all applicable federal, state and local laws and regulations, together with Gila and Pinal contracting requirements, if funding is awarded for the proposed project.

Connections between the youth program and the One-Stop System may include those that facilitate:

1. The coordination and provision of youth activities;
2. Linkages to the job market and employers;
3. Access for eligible youth to the information and services required in WIA Section 664.400 and 664.410; and
4. Other activities designed to achieve the purposes of the youth program and youth activities as described in WIA Section 129 (a) and 121 (b) (1) (B) (i).

Such participation will include, but not be limited to, assignment of youth services to case managers from the proposed program, at least on a part-time basis, at the Comprehensive One-Stop Center. The case managers will coordinate the seamless delivery of services via methods and practices that are most convenient and accessible for youth. Also, information and referral opportunities to assist youth to access other services will be provided, as appropriate.

Agency Name:_____

Signature:_____

Typed Name and Title:_____

Date Signed:_____

PROGRAM YEAR 2012 YOUTH BUDGET

	In-School	*Out-of-School*	*Total Budget*
Personnel			
Salaries			
Fringes			
Total Personnel			
Non-Personnel			
Facilities			
Communications			
Travel			
Advertising			
Contractual Services			
Equipment			
Insurance			
Supplies			
Assesment			
Printing Costs			
Total Non-Personnel			
Youth Elements			
Comprehensive Assessment			
Leadership Development			
Alternative School			
Tutoring/Study Skills			
Occupational Skills			
Supportive Services			
Adult Mentoring			
Follow-Up Services			
On-the-Job Training			
Work Experience			
Summer Youth Component			
Guidance/Counseling			
Total Youth Elements			
Total Program Costs			

YOUTH PROGRAM WORK PLAN
PROGRAM YEAR 2012

Reference Section in the RFP	Objective (Each objective directly relates to the RFP Section)	Action Steps (Agency to create steps to meet the objective)	Measurement (What is the goal and how will the agency know if being achieved?)	Key-Due Dates (Updates to the plan are due on a quarterly basis)	Staff Responsible (Agency to complete for the objective and action steps)	Status of Objective (To be completed on a quarterly basis)

GLOSSARY OF WIA PROGRAM TERMS

ACADEMIC CREDIT: Credit received while a participant is in training which is applicable toward a secondary school diploma, a post-secondary degree, or a certificate of completion consistent with State laws and the requirements of an accredited educational agency.

ADULT MENTORING (YOUTH): Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.

ADVANCED TRAINING: This is an occupational skills employment/training program, not funded under Title I of the WIA, which does not duplicate training received under Title I. It includes only training outside of the One-Stop, WIA, and partner system (i.e., training following exit). (Please note: this term applies to the current WIA younger youth measures only, it does not apply to the common measures).

ADVANCED TRAINING/ OCCUPATIONAL SKILLS TRAINING: To count as a placement for the Youth Common Measures, advanced training constitutes an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Such training should: (1) be outcome-oriented and focused on a long-term goal as specified in the Individual Service Strategy, (2) be long- term in nature and commence upon program exit rather than being short-term training that is part of services received while enrolled in ETA-funded youth programs, and (3) result in attainment of a certificate (as defined below under this attachment).

ALLOWABLE COST: Those costs, which are necessary, reasonable, allocable and allowable under applicable Federal, State and local law for the proper administration and performance of serves to customers.

APPLICANT: Applicants are those persons seeking services, who have filed a completed application and for whom a formal eligibility determination was made, where applicable.

APPRENTICESHIP TRAINING: A formal process by which individuals learn their jobs through a combination of classroom instruction and on-the-job training from a skilled expert in their specific job.

ASSESSMENT: collecting and analyzing information to make judgments about the learning progress of individuals or groups; also, techniques, devices, or instruments used to collect evidence, ranging from formal and standardized (such as TABE) to criterion referenced (CRTs) to alternative (portfolios) to informal (observation checklists).

AT-RISK: A potential drop out is an individual aged 14 through 21 who is enrolled in a secondary school or other educational program and who, for one or more of the reasons listed below, is at risk:

- S/he has poor attendance record (frequent absence, tardiness, and/or truancy); and/or
- S/he is at least one grade level below the performance level for students of the same age as measured in a locally-determined achievement test; and/or

- S/he is recognized by school personnel to be experiencing academic or personal difficulties; and/or
- S/he is a pregnant or parenting teen; and/or
- S/he has formerly dropped out and returned to high school; and/or
- S/he is enrolled in a public alternative school or program; and/or
- S/he has been assessed as chemically dependent; and/or
- S/he is a juvenile offender/diversion program youth; and/or
- S/he has experienced homelessness (as defined by the McKinney-Vento Homeless Assistance Act); and/or
- S/he is a youth with a disability; and/or
- S/be is Limited English Proficient.

BARRIERS TO EMPLOYMENT: Characteristics that may hinder an individual's hiring, promotion or participation in the labor force. Some examples of individuals who may face barriers to employment include: single parents, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, veterans, ethnic minorities, and those with limited English speaking ability or a criminal record or with a lack of education, work experience, credentials, child care arrangements, transportation or alternative working patterns.

BASIC SKILLS: Essential academic and personal abilities that enable a person to succeed in school and the workplace. Traditional referred to as basic education skills - reading, writing, and arithmetic. In recent years, educators and employers have expanded the definition to include a number of cognitive and interpersonal abilities, including the capability to think and solve problems, communicate information in oral, written, and electronic forms, work effectively alone and in teams, and take personal responsibility for self-development

BASIC SKILLS DEFICIENT: The individual computes or solves problems, reads, writes, or speaks English at or below the eighth grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society. In addition, states and grantees have the option of establishing their own definition, which must include the above language. In cases where states or grantees establish such a definition, that definition will be used for basic skills determination.

BASIC SKILLS GOAL: A measurable increase in basic education skills including reading comprehension, math computation, writing, speaking, listening, problem solving, reasoning, and the capacity to use these skills. (Please note: this term applies to the current WIA statutory youth measures only, it does not apply to the common measures).

BASIC SKILLS TRAINING: Training provided to enhance locally defined inadequacies in levels of basic literacy skills which would improve an individual's ability to function in the labor market and in society.

BEST PRACTICE: Programs, services, or processes that research or expert opinion has shown to be effective through measurable, demonstrated results.

CAREER EXPLORATION: Activities which:

- Assist youth to gain career awareness, make career decisions and plans; and understand market needs, trends, and opportunities;
- Assist youth in making and implementing informed educational and occupational choices;
- Aid youth to develop career options with attention to surmounting gender, race, ethnic, disability, language, or socioeconomic impediments to career options and encouraging careers in non-traditional employment; and
- Orientation to skills and knowledge specific to career path and/or industry, or career related learning standards.

CAREER RELATED MENTORING (YOUTH): An employee or other individual, approved by the employer at a worksite, who possesses the skills and knowledge to be mastered by a student; who provides the student with instruction and challenges the student to perform well: works in consultation with program staff, classroom teachers and the employer as appropriate.

CASE MANAGEMENT: A client-centered approach in the delivery of services, designed to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities, and supportive services, using, where feasible, computer-based technologies; and to provide job and career counseling during program participation and after job placement.

CERTIFICATE: A certificate is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed or endorsed by employers. Certificates awarded by workforce investment boards are not included in this definition. Work readiness certificates are also not included in this definition. A certificate is awarded in recognition of an individual's attainment of technical or occupational skills by:

- A state educational agency or a state agency responsible for administering vocational and technical education within a state.
- An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs.
- A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities.
- A registered apprenticeship program.
- A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic certification, state certified asbestos inspector).
- A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons.
- Job Corps centers that issue certificates.

- Institutions of higher education which is formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes.

CITIZEN, U.S.: All persons born in the United States, or whose parents are U.S. Citizens, or who have been naturalized by the U.S. Government.

CLASSROOM TRAINING: Academic and/or occupational training conducted in an institutional setting. Effective classroom training will provide linkages between academic and occupational learning.

COLLABORATION: A mutually beneficial alliance of groups or organizations that come together to achieve common goals. This alliance is characterized by well-defined relationships that include a commitment to: mutual authority and accountability for success; and sharing of resources. It is expected that it transcends individual agency strategies, and will integrate diverse missions, language and cultural concerns to focus on the needs of the customers. Collaboration is strengthened by a formal written agreement, which delineates the responsibilities of each group, organization or entity.

COMMUNITY-BASED ORGANIZATION (CBO): A private nonprofit organization that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce investment.

CONTINUOUS IMPROVEMENT: commitment to improving performance using a team approach to decision-making using systematic collection and analysis of performance data.

CORE SERVICES: Core services are services that One-Stop Career Centers are responsible for providing for all youths, adults and dislocated workers under WIA. Core services include initial assessment of skill levels, job search and placement assistance, provision of labor market information, provision of information about the performance and cost of education and training providers in the area, career counseling, information about filing unemployment compensation claims, assistance in establishing eligibility for welfare-to-work programs, information relating to the availability of supportive services such as child care and transportation, and follow-up counseling services after someone becomes employed. The WIA mandates that there be universal access to core services.

COST REIMBURSEMENT CONTRACT: A contract format, which provides for the reimbursement of allowable costs, which have been identified and approved in the contract budget, and incurred in the operation of the program. Back-up documentation is required to justify payments made under this type of contract.

CREDENTIAL: A nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates. States should include all state education agency recognized credentials. In addition, states should work with local workforce investment boards to encourage certificates to recognize successful completion of the training services listed above that are designed to equip individuals to enter or re-enter employment, retain employment, or advance into better employment. (Please note: this term applies to the current WIA statutory adult, dislocated worker, and older youth measures only, it does not apply to the common measures).

DATE OF EXIT: Represents the last day on which the individual received a service funded by the program or a partner program (see definition of "exit").

DATE OF PARTICIPATION: Represents the first day, following a determination of eligibility (if required), that the individual begins receiving a service funded by the program (see definition of participant).

DEPENDENT: One who relies upon another for support.

DIPLOMA: The term diploma means any credential that the state education agency accepts as equivalent to a high school diploma. The term diploma also includes post-secondary degrees including Associate (AA and AS) and Bachelor Degrees (BA and BS).

DISABILITY: A physical, mental, learning, or emotional/behavioral disability, (including substance abuse). An individual who is disabled and for whom this disability constitutes a substantial barrier to applying for or holding a job.

DOCUMENTATION: The act or an instance of furnishing or authenticating with documents.

DROPOUT (YOUTH): An individual no longer attending school who has not received a Secondary school diploma or General Educational Diploma (GED) (note: a youth attending an alternative school is not a dropout for the purposes of this program).

ECONOMICALLY DISADVANTAGED: An individual who received an income, or is a member of family that received a total of family income, that, in relation to family size, does not exceed the higher of the poverty line; or 70 percent of the lower living standard income level.

EDUCATIONAL GAIN: At post-test, participant completes or advances one or more educational functioning levels from the starting level measured on entry into the program (pre-test).

ELIGIBLE or ELIGIBILITY: Refers to an individual's status in relation to his/her qualification to participate in a WIA funded program. The following are examples of eligibility criteria for various programs: residency, age, economic status, Selective Service registration, serious barriers to employment, plant closures, layoffs, long term unemployment, etc.

ELIGIBLE TRAINING PROVIDER LIST (ETPL): A statewide compilation of providers that are approved to provide training services under WIA. These lists contain consumer information, including cost and performance information for each of the providers, so that participants can make informed choices on where to receive training.

ELIGIBLE YOUTH: An individual who is not less than age 14 and not more than age 21; is a low-income individual; and is an individual who is one or more of the following:

- Deficient in basic literacy skills.
- A school dropout.
- Homeless, a runaway, or a foster child.

- Pregnant or a parent.
- An offender.
- An individual who requires additional assistance to complete an educational program, or to secure and hold employment.

EMANCIPATED MINOR: A youth, aged 16-17, whose parents have entirely surrendered the right to care, custody and earnings of such minor, no longer are under any duty to support or maintain such minor, and/or have made no provision for the support of such minor.

EMPLOYABILITY: A demonstrated level of knowledge, skills, abilities, work behaviors and attitudes necessary to become successful in the labor market.

EMPLOYED AT THE DATE OF PARTICIPATION: An individual employed at the date of participation is one who:

- Did any work at all as a paid employee on the date participation occurs (except the individual is not considered employed if: a) he/she has received a notice of termination of employment or the employer has issued a Worker Adjustment and Retraining Notification (WARN) or other notice that the facility or enterprise will close, or b) he/she is a transitioning service member;
- Did any work at all in his/her own business, profession, or farm;
- Worked 15 hours or more as an unpaid worker in an enterprise operated by a member of the family; or
- Was not working, but has a job or business from which he/she was temporarily absent because of illness, bad weather, vacation, labor-management dispute, or personal reasons, regardless of whether paid by the employer for time off, and regardless of whether seeking another job.

EMPLOYED IN THE QUARTER AFTER THE EXIT QUARTER: The individual is considered employed in a quarter after the exit quarter if wage records for that quarter show earnings greater than zero. When supplemental data sources are used, individuals should be counted as employed if, in the calendar quarter of measurement after the exit quarter, they did any work at all as paid employees (i.**e.**, received at least some earnings), worked in their own business, profession, or worked on their own farm.

EMPLOYED IN THE SECOND OR THIRD QUARTER AFTER THE EXIT QUARTER: The individual is considered employed if wage records for the second or third quarter after exit show earnings greater than zero. Wage records will be the primary data source for tracking employment in the quarter after exit.

When supplemental data sources are used, individuals should be counted as employed if, in the second or third calendar quarter after exit, they did any work at all as paid employees, worked in their own business, profession, or worked on their own farm.

ENGLISH AS A SECOND LANGUAGE (ESL): Adult education for adults whose inability to understand, speak, read, or write the English language constitutes a substantial impairment of their ability to get or retain employment commensurate with their real ability or to function in society or

successfully complete the citizenship application process. ESL-Citizenship classes must use ESL as a method and citizenship as content.

ENTERED EMPLOYMENT RATE: A participant who exits from the program and enters (through the efforts of the WIA, Service Provider, or through their own efforts) into regular employment for pay. State Unemployment Wage records will be the primary data source for tracking this outcome, therefore, employment is currently defined as an individual showing any amount of earnings in the quarter following exit.

ENROLLMENT: An eligible participant who has been referred for WIA services and for whom enrollment documents have been completed.

ENROLLMENT DATE: The date on which an individual began to receive program services after initial screening for eligibility and suitability. Synonymous with "enrollment" is "participation" and "registration".

EXIT: The term "program exit" means a participant does not receive a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services.

EXITER: (point of exit for counting performance outcomes) A participant who has a termination date within the quarter and has not received any WIA service for 90 days, and there are no future services scheduled, then that participant has exited WIA for the purposes of performance measurement.

EXIT QUARTER: Represents the calendar quarter in which the date of exit is recorded for the individual.

FAMILY: The term "family" means two or more persons related by blood, marriage, or decree of court, who are living in a single residence, and are included in one or more of the following categories:

- A husband, wife and dependent children.
- A parent or guardian and dependent children.
- A husband and wife.

For purposes of this definition:

- A step-child or a step-parent is considered to be related by marriage.
- One or more persons not living in the single residence but who are claimed as a dependent on the family's most recent federal income tax return will be presumed to be, unless otherwise demonstrated, a member of the family.

FAMILY OF ONE: The following may be considered a family of one for the purpose of determining eligibility:

- An adult or youth with a physical, mental, learning, or emotional/behavioral disability. (This includes substance abuse. The disability must e documented if pertinent to eligibility.)

- An individual 14 years of age or older not living with his/her family and receiving less than 50 percent of his/her maintenance from the family.
- An individual 18 years of age or older living with his/her family who received less than 50 percent of his/her maintenance from the family and is not the principal earner nor the spouse of the principal.

FAMILY INCOME: The income received from included sources of all members of the family. Self-employment is to be determined on the basis of the most recently submitted federal income tax return or on the basis of annualized proceeds posted in more up-to-date acceptable accounting records. All other income is to be annualized based on receipts during the past six months.

FAMILY SIZE: The maximum number of family members during the income determination period. For a separated or divorced applicant, income shall be pro-rated depending on the length of time during the last six months the applicant lived with the other wage earner. The "actual" family size is the actual number of members in the family without regard to an eligibility test.

The "eligible" family size refers to the number in the family for income eligibility purposes.

For instance, a disabled child living with his or her parents can be considered a "family of one" under current guidelines.

FOLLOW-UP SERVICES: All youth participants must receive follow-up services for a minimum duration of 12 months after exiting the program. The types of services provided must be based on the needs of the individual. Follow-up services may include: leadership development; supportive services; regular contact with the youth's employer, including addressing work-related problems that arise; assistance with job development, career development and further education; work-related peer support groups; adult mentoring; and tracking the progress of youth in employment after training.

FOSTER CHILD: A youth 14-21 years of age on whose behalf state or local government payments (excluding OASID) are made. This may include youth who have been made a ward of the state by a court, including those in the following categories:

- Youth in State Institutions;
- Youth in Community Group Homes;
- Youth in Foster Homes
- Parolees

GED: The General Education Development awarded by the state to persons who have passed a specific examination.

GENERAL ASSISTANCE: A benefit program paid on the State or local determination of need. Applicant is automatically categorized as "Economically Disadvantaged".

GRADUATE: A person who has successfully completed a course or level of study and been awarded a certificate, diploma or degree.

HIGH SCHOOL: An academic program, operated by a state-approved entity, covering relevant course work for grades 9-12 or 10-12, as decided by the state or local school district.

HIGH SCHOOL GRADUATE: An adult or youth who has received a high school diploma, but who has not attended any post-secondary vocational, technical, or academic school.

HOMELESS PERSON: An individual who does not have a permanent residence, and whose primary nightly sleeping place is:

- A supervised publicly or privately-operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); or
- An institution that provides a temporary residence for individuals intended to be institutionalized; or
- A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

HOMELESS/RUNAWAY (YOUTH): A youth who lacks a fixed, regular, adequate nighttime residence. Includes those who have a primary nighttime residence that is a public or private shelter, an institution providing temporary residence, public or private place not designated or ordinarily used as a regular sleeping accommodation. Runaway is defined as a person under 18 years of age that absents themselves from home or place of residence without permission of parent or legal guardian.

INDIVIDUAL SERVICE STRATEGY: A written outline of employment and training goals needed for a youth to attain self-sufficiency by finding and maintaining employment. The ISS establishes short-term and long-term goals around post-secondary education and/or career employment. An ISS may include activities to prepare the participant for employment, services to remove barriers to employment, training and job search. Individual Service Strategies must be regularly reviewed and updated as changes occur in employment goals, barriers, and program services or support services needs.

INDIVIDUAL WITH A DISABILITY: An individual with any disability (as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102).

IN-KIND CONTRIBUTION: Contributions provided by a service provider from non-WIA sources to support a WIA training program. In-kind contributions must be itemized in the proposal and contract budgets and are subject to audit.

INTAKE: Includes the screening and determination of an applicant for eligibility and: (1) a determination of whether the program can benefit the individual; (2) an identification of the employment and training activities and services which would be appropriate for that individual; (3) a determination of the availability of an appropriate employment and training activity; (4) a decision on selection for participation, and (5) the dissemination of information on the program.

INTERNSHIP (YOUTH): A structured work experience involving specific occupational skills development goals in addition to learning goals; includes the expectation that the student, upon completion of the internship, will demonstrate skills necessary for entry-level employment in the occupational area of the internship.

JOB DEVELOPMENT: The process of marketing a program participant to employers, including informing employers about what the participant can do and soliciting a job interview for that individual with the employer.

JOB PREPARATION: Job search skills training including, which provides the participant with the instruction to obtain part-time or full time employment. These skills may include resume writing, interviewing skills, telephone techniques, and job acquisition skills.

JOB SHADOWING: A participant follows an employee for one or more days to learn about a particular occupation or industry. Participants can explore a range of career objectives.

JOB-SEEKER: Anyone who needs/seeks employment, training and/or information services related to employment. These individuals can be seeking first, new, or better jobs.

LABOR MARKET AREA: A labor market area is defined by the U.S. Bureau of Labor Statistics as an economically integrated geographic area within which individuals can reside and find employment, or can readily change employment without changing their place of residence.

LABOR MARKET INFORMATION: The body of information that deals with the functioning of labor markets and the determination of the demand for and supply of labor. It includes, but is limited to such key factors as changes in the level and/or composition of economic activity, the population, employment and unemployment, income, earnings, wage rates and fringe benefits.

LACKS SIGNIFICANT WORK HISTORY: An adult or youth who had not worked for the same employer for longer than three consecutive months in the two years prior to eligibility determination. A suggested approach for obtaining information on whether a participant lacks a significant work history: To the participant, "Think back over the past two years about full-time and part-time jobs you've had. Which employers did you work for during this period? How long did you work for Employer A, for Employer B, for Employer C, etc.?"

LAST EXPECTED SERVICE: Occurs when the participant completes the activities outlined in his or her service strategy or service plan and there are no additional services expected other than supportive or follow-up services. Last expected service may also occur in situations where the participant voluntarily or involuntarily discontinues his or her participation in services outlined in the service plan.

LAST EXPECTED SERVICE DATE: This date is used to determine when a customer becomes a part of the sampling frame for the customer satisfaction survey. In many instances, this date will be the same as the exit date. In situations where a case was ended, reopened within 90 days of the original closure date, and then ended again, the date used to determine inclusion in the sampling frame is the initial last expected service date. This date is also the date that triggers follow-up services as long as no additional services are provided (other than supportive or follow-up services) 90 days following this date.

LEADERSHIP DEVELOPMENT: Leadership development opportunities are one of the required youth program elements. Leadership development may include: exposure to postsecondary educational opportunities; community and service learning project; peer centered activities, including peer mentoring and tutoring; organizational and teamwork training; decision-making and setting priorities; citizenship training, including life skills training such as parenting, work behavior training, budgeting of resources, employability (pre-employment skills); and positive social behaviors (soft skills), i.e., positive attitudinal development, self-esteem, cultural diversity, and work simulation activities (work maturity skills). Leadership skills might be viewed as those skills characteristic of productive workers and good citizens.

LEGAL ALIEN: A person who is a citizen of another country but who has permission from the government to live in the United States. Not all legal aliens are authorized to work in the U.S.

LIFE SKILLS (YOUTH): Activities and/or training that assist youth to develop marketable work habits. May include modules/training/curriculum instruction in personal finance and budgeting, parenting/pregnancy prevention, self-leadership (e.g. conflict resolution, public speaking, and management), cultural history and diversity, nutrition/fitness, and health).

LIMITED ENGLISH PROFICIENCY: Inability of an applicant, whose native language is not English, to effectively communicate in English, resulting in a barrier to employment.

LINKAGE: Any mechanism that connects or ties services together.

LITERACY: An individual's ability to (1) read, write, and speak in English, and (2) compute and solve problems, at levels of proficiency necessary to function on the job, in the family, and in society.

LIVING WAGE: An earning level that supports self-sufficiency without reliance on public and private subsidies.

LOCAL AREA: A local workforce investment area designated under section 116 of WIA.

LOCAL BOARD: A local workforce investment board established under section 117 of WIA.

LOCAL PERFORMANCE MEASURE: Local indicators of performance that include the 15 core indicators of performance and the two customer satisfaction measures as required under WIA.

LOCAL WORKFORCE INVESTMENT AREA (LWIA): Local Workforce Investment Area means the designated geographic area in which collaborative members will provide workforce services.

LOWER LIVING STANDARD INCOME LEVEL (LLSIL): The income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary.

LOWER LIVING STANDARD: The income standards established by the Director of the Office of Management and Budget to determine economically disadvantaged status. The standards are updated annually. (See Section IV for current LLSIL information).

LOW-INCOME INDIVIDUAL:

- Receives, or is a member of a family that receives, cash payments under a Federal, State, or local income-based public assistance program;
- Received an income, or is a member of a family that received a total family income, for the 6-month period prior to application for the program involved (exclusive of unemployment compensation, child support payments, payments described in subparagraph (A), and old-age and survivors insurance benefits received under section 202 of the Social Security Act (42 U.S.C. 402)) that, in relation to family size, does not exceed the higher of—
    - The poverty line, for an equivalent period; or
    - 70 percent of the lower living standard income level, for an equivalent period;
- Is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.);
- Qualifies as a homeless individual, as defined in subsections (a) and (c) of section 103 of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11302);
- Is a foster child on behalf of whom State or local government payments are made; or
- In cases permitted by regulations promulgated by the Secretary of Labor, is an individual with a disability whose own income meets the requirements of a program described in subparagraph (A) or of subparagraph (B), but who is a member of a family whose income does not meet such requirements.

MEMORANDUM OF UNDERSTANDING (MOU): an agreement developed and executed between the local workforce investment board and all WIA-mandated One-Stop partners relating to the operation of the One-Stop system in the local area; may be developed as a single umbrella MOU or individual agreements with partners.

MENTORING: serving as a model for others who are inexperienced; includes both the physical modeling of a task or behavior as well as the mental (thinking) steps required to effectively perform the task or behavior.

MILITARY SELECTIVE SERVICE ACT (MSSA): A federal law which required that all males born on or after January 1, 1960 register with the Selective Service System on their 18th birthday.

MINIMUM WAGE: The lowest wage set by Congress or a state, whichever is higher, which an employer may pay employees. Certain occupations are except from the minimum wage laws including farm workers, restaurant wait staff, and babysitters.

MONITORING: The process of observing and/or reviewing performance may include on-site observation, review of paperwork and files, interviews with staff or participants, telephone conversation, and formal evaluation of compliance elements.

MOST-IN-NEED: Those people in a given area who, because of ethnic, educational, socio-economic, or other factors, are least able to support themselves and their families.

NONTRADITIONAL EMPLOYMENT: Occupations or fields of work for which individuals from one gender comprise less than 25 percent of the individuals employed in each such occupation or field of work.

NOT EMPLOYED AT THE DATE OF PARTICIPATION: An individual is also considered not employed at the date of participation when he/she (a) did not work at all as a paid employee on the date participation occurs, (b) has received a notice of termination of employment or the employer has issued a WARN or other notice that the facility or enterprise will close, or (c) is a transitioning service member.

OBJECTIVE ASSESSMENT (YOUTH): An assessment of the academic levels, skill levels, and service needs of each participant, which shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of the participant.

OCCUPATIONAL SKILLS: Those skills involving the technical abilities to perform required workplace tasks, including problem solving and critical thinking.

OCCUPATIONAL SKILLS GOAL: A measurable increase in primary occupational skills encompassing the proficiency to perform actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels. Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and materials, and breakdown and clean-up routines. (Please note: this term applies to the current WIA statutory youth measures only, it does not apply to the common measures).

OCCUPATIONAL SKILLS TRAINING (OST): Training that provides vocational skills in classroom setting.

OFFENDER: An individual who is or has been subject to any stage of the criminal justice process for whom services may be beneficial or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

ON-THE-JOB TRAINING (OJT): Training by an employer that is provided to a paid participant while engaged in productive work in a job that-- (A) provides knowledge or skills essential to the full and adequate performance of the job; (B) provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and (C) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate. Usually in the OJT agreement, this is a promise on the part of the employer to hire the trainee upon successful completion of the training.

ONE-STOP CAREER CENTERS: One-Stop Career Centers offer customer-focused services to employers and job seekers and include easy access to integrated and comprehensive employment, training, and education services. Arizona's One-Stop Career Center System is designed to ensure that local partnerships are developed, and that services are customer focused, easily usable and accessible, and tailored to meet the specific needs of local labor markets. You may find additional information on Arizona's One-Stop system at: http://www.de.state.az.us/oscc/

ONE-STOP OPERATOR: One or more entities designated or certified under section 121(d) of WIA.

ONE-STOP PARTNER: An entity described in section 121(b)(1) if WIA; and an entity described in section 121(b)(2) that is participating, with the approval of the local board and chief elected official, in the operation of a one-stop delivery system.

ORIENTATION: Provides information about the types of services available, develops motivation and interest in the program, explains the application, selection and eligibility process, and assists applicants in preparing for the process.

OUTCOME: Documented effect or impact of a service or intervention on an individual. Outcomes are what the program efforts are designed to achieve. Proposed outcomes must be stated in terms of measurable indicators.

OUTREACH (RECRUITMENT): Activity involves the collection, publication, and dissemination of information on program services directed toward economically disadvantaged and other individuals eligible to receive WIA training and support services.

OUT-OF-SCHOOL YOUTH: An eligible youth who is a school dropout, or who has received a secondary school diploma or its equivalent but, is basic skills deficient, unemployed, or underemployed (WIA section 101(33)). For reporting purposes, this term includes all youth except: (i) those who are attending any school and have not received a secondary school diploma or its recognized equivalent, or (ii) those who are attending post-secondary school and are not basic skills deficient.

PARTICIPANT FILE: A file containing the application, enrollment, status change and termination forms, documentation of eligibility, employability development plan and progress notes on a participant.

PARTICIPANT: A participant is an individual who is determined eligible to participate in the program and receives a service funded by the program in either a physical location (One-Stop Career Center or affiliate site) or remotely through electronic technologies.

PARTICIPATION QUARTER: Represents the calendar quarter in which the date of participation is recorded for the individual.

PHYSICAL LOCATION: A physical location means a designated One-Stop Career Center, an affiliated One-Stop partner site, including a technologically linked access point, where services and activities funded by the program are available, or other specialized centers and sites designed to address special customer needs, such as company work sites for dislocated workers.

POST-SECONDARY EDUCATION: A program at an accredited degree-granting institution that leads to an academic degree (e.g., A.A., A.S., B.A., B.S.). Programs offered by degree-granting institutions that do not lead to an academic degree (e.g., certificate programs) do not count as a placement in post-secondary education, but may count as a placement in "advanced training/occupational skills training."

POST-TEST: A test administered to a participant at regular intervals during the program.

POST SECONDARY: Education subsequent to receiving a high school diploma or general equivalency degree.

POTENTIAL DROPOUT (AT RISK OF DROPPING OUT): A youth who is experiencing a lack of academic success as evidenced by basic skills deficiency, by at least one school year in school credit as determined by school records, failing grades, or below GPA

POVERTY LEVEL: The level of income established by the Department of Health and Human Services at which a person or family is living in poverty.

PRE-TEST: A test used to assess a participant's basic literacy skills, which is administered to a participant up to six months prior to the date of participation, if such pre-test scores are available, or within 60 days following the date of participation.

PREGNANT TEEN: A female youth age 14-20 who is carrying an unborn fetus.

PROGRAM ELEMENTS: Local programs must include each of the ten program elements as options available to youth participants.

PROJECT-BASED LEARNING: Learning experiences which engage students in complex, real world projects through which they develop and apply skills and knowledge, which take effort and persistence over time, result in the creation of something that matters to them and has an external audience. Employment and community partners provide students with ongoing coaching and expert advice on projects, particularly in regard to effective strategies and tools used in the workplace. Projects should be authentic, involve academic rigor, applied learning, active exploration, adult connection and assessment practices.

PUBLIC ASSISTANCE: Financial cash payments made by federal, state or local program to individuals who meet specific income criteria.

PY: Program Year. The 12-month period beginning July 1, and ending, on June 30, in the fiscal year for which the appropriation is made.

QUALIFIED APPRENTICESHIP: A program approved and recorded by the ETA Bureau of Apprenticeship and Training or by a recognized state apprenticeship agency or council. Approval is by certified registration or other appropriate written credential.

QUALIFIED STAFF: Individuals that have experience or education that qualifies the individual to conduct the training, or deliver the services contracted for.

RESIDENCE: A person's primary or permanent dwelling or home. If a person is institutionalized or incarcerated, their place of institutionalization or incarceration is their primary residence.

RETENTION (YOUTH): Continued retention in work, school, training, education, military.

RETENTION RATE: The number of WIA customers placed, who are employed at the end of the retention period after exiting from the program, divided by the total number of customers exited in a specific time period.

RUNAWAY YOUTH: A runaway youth is an individual 21 years of age or less who has absented himself or herself from home or place of legal residence without the permission of parent(s) or legal guardian.

SCHOOL DROPOUT: The term "school dropout" means an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.

SECONDARY SCHOOL: As defined in section 14101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 8801).

SELECTIVE SERVICE REGISTRANT: A person who has complied with the Military Selective Service Act and submitted a registration form to the Selective Service System

SELF-SUFFICIENCY: An adequate standard of living without cash benefits. Self-sufficiency services are services that assist WIA recipient to expand strengths and resources necessary for self-sufficiency, or to reduce or eliminate barriers to self-sufficiency.

SERVICES PROVIDER: An entity such as a CBO, an educational institution, or a commercial organization, which delivers services to WIA participants under a contract.

SOFT SKILLS: Workplace standards of behavior needed to interact and cooperate effectively with co-workers and the general public.

SOURCE DOCUMENTATION: Hard copy documentation which proves a person's eligibility.

STATE BOARD: A State workforce investment board established under section 111.

STRATEGIC PLANNING: The continuous and systematic process whereby guiding members of an organization make decisions about its future, develop the necessary procedures and operations to achieve that future state, and determine how success is to be measured.

STRUCTURED WORK EXPERIENCE: A competency-based educational experience that occurs at the work site but is tied to the classroom curriculum that coordinates and integrates school-based instruction with work site experiences.

SUBCONTRACT: Any compensated services performed by an individual or entity other than staff or the service provider; e.g., consultants, contracts for professional services, etc.

SUBSIDIZED WORK EXPERIENCE: A career-linked job at a public or private site in which the wages paid to an employee are financially supported by a private, state or local employment and training program.

SUBSTANCE ABUSE: The use of drugs or alcohol to the extent that the substance creates a physiological disorder or condition which is the result of or contributes to emotional illness.

SUPPORTIVE SERVICES: Services such as transportation, child care, dependent care, housing, and needs-related payments, that are necessary to enable an individual to participate in activities authorized under WIA, consistent with the provisions of this title.

TEEN PARENT: A male or female, age 14-20, who is legal parent of a child or an unborn fetus.

TRAINING SERVICES: These services include WIA-funded and non-WIA funded partner training services. These services include: occupational skills training, including training for nontraditional employment; on-the-job training; programs that combine workplace training with related instruction, which may include cooperative education programs; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities in combination with other training; and customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

UNDER-EMPLOYED: An individual who is working part-time but desires fulltime employment, or who is working in employment not commensurate with the individual's demonstrated level of educational attainment.

UNEMPLOYED: An individual who is without a job and who wants and is available for work. The determination of whether an individual is without a job shall be made in accordance with the criteria used by the Bureau of Labor Statistics (BLS) of the Department of Labor in defining individuals as unemployed.

NOTE: Unemployed should not be confused with the term "not employed". The term unemployed" is a very precise term used by BLS (see above) while the term "not employed" is more analogous to "street talk" about one's not having a job regardless of whether the individual is "ready, willing and able to work".

VETERAN: An individual who served in the active military, naval, or air service, and who was discharged or released from such service under conditions other than dishonorable.

VOCATIONAL TRAINING: Provides customers with long or short-term training in a community college, university, vocational school or business environment to improve employability in the local

labor market. The training can provide basic skills, upgrade current skills, develop new technical skills, improve language skills and prepare customers for employment in high growth occupations.

WAGES: Earnings paid to an individual by an employer for services performed.

WORK-BASED LEARNING ACTIVITIES: Activities offered which are designed to enable youth to gain exposure to the working world, acquire personal attributes, industry defined skill standards, and knowledge needed to obtain a job and advancement in employment. Activities should be designed to master progressively higher levels. Activities must be relevant to the career plan and include but are not limited to:

- Career Related Mentoring
- Community Service Learning
- Entrepreneurial Work Experience
- Internship
- Job Shadow
- Project-Based Learning
- Subsidized Work Experience and Structured Work Experience

WORK EXPERIENCE: Work experiences are planned, structured learning experiences that take place in a workplace for a limited period of time. Work experiences may be paid or unpaid. The work place may be in the private, for-profit sector, the non-profit sector, or the public sector. Work experiences are designed to enable youth to gain exposure to the working world and its requirements. These experiences should help youth to acquire the attributes, knowledge, and skills to obtain a job and advance in employment. One of the ten required youth program elements.

WORKFORCE INVESTMENT ACT (WIA) OF 1998: federal legislation designed to coordinate and streamline all components of the nation's workforce development system, including employment, job training, education, and vocational rehabilitation services for youth (ages 14-21), adults, and dislocated workers.

The purpose of this Act is to establish programs to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals and other individuals, including veterans, who face serious barriers to employment and who are in need of such training to obtain prospective employment. The Act requires the ASVET to consult with the Secretary of the DVA to ensure that programs funded under VWIP of this Act meet the employment and training needs of service-connected disabled, Campaign and recently separated veterans and are coordinated, to the maximum extent feasible, with-related programs and activities.

WORKFORCE INVESTMENT ACTIVITIES: The array of activities permitted under Title I of WIA, which include employment and training activities for adult, dislocated workers, and youth.

WORK PLAN: That portion of the contract document, which describes the work, to be performed by means of specifications or other minimum requirements, quantities, performance dates and a statement of the quality expected.

WORK READINESS: Completion of one or more workforce readiness skill activities appropriate to the service plan development for the participant, which could include:

- Career Related Assessment and Goal Setting
- Pre-Employment Training
- Work Experiences/Internships
- Job Shadows
- Career Explorations
- On-the-Job Training

WORK READINESS SKILLS: A measurable increase in work readiness skills Goal including world-of-work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques (resumes, interviews, applications, and follow-up letters). They also encompass survival/daily living skills such as using the phone, telling time, shopping, renting an apartment, opening a bank account, and using public transportation. They also include positive work habits, attitudes, and behaviors such as punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting good conduct, following instructions and completing tasks, accepting constructive criticism from supervisors and co-workers, showing initiative and reliability, and assuming the responsibilities involved in maintaining a job. This category also entails developing motivation and adaptability, obtaining effective coping and problem-solving skills, and acquiring an improved self image. (Please note: this term applies to the current WIA statutory youth measures only, it does not apply to the common measures).

YOUTH: For WIA purposes a youth is an individual between 14 and 21 years of age, inclusive. Younger youth are between 14 and 18 years of age and Older Youth are between 19 and 21 years of age.

YOUTH COUNCIL: A council established under section 117(h) of WIA.

SUGGESTED REFERENCES:
WORKFORCE INVESTMENT ACT (WIA)
WIA FEDERAL REGISTER: 20 CFR PART 652 et al.

PROPOSAL CHECKLIST

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