

**Southern Middle TN Workforce Development Board Program
2020**

Local Plan

Serving the Counties of Bedford, Coffee, Franklin, Giles, Hickman, Lawrence, Lewis, Lincoln,
Marshall, Maury, Moore, Perry, and Wayne



Public Comment Period June 10 – 25

Public Listening Period June 18 5:00-6:00pm

**American Job Center – Lawrenceburg 702 Mahr Ave
Lawrenceburg, TN 38464
931-766-1405**

Open for Public Comment

Submit comments or questions in writing to: Wendi Jones
at wjones@sctdd.org, or 931-279-2143

South Central TN Development District Attn: Wendi Jones
101 Sam Watkins Blvd Mt Pleasant, TN 38474

Any comments received in relation to the content of the Program Year 2020 Local Plan will be addressed within the plan prior to submission to the TN Department of Labor and Workforce Development (TDLWD)

Operating Systems and Strategies

- A. Provide a description of the one-stop delivery system in the LWDA including the roles and resource contributions of the one-stop partners.
- B. Provide information regarding the use of technology in the one-stop delivery system, including a description of.
- C. Describe how the Local Board will support the strategy identified in the TN Combined State Plan and work with entities carrying out core programs, including a description of.
- D. Provide information regarding the local coordination strategies with state (including the Combined Plan), regional and local partners to enhance services and avoid duplication of activities, including a description of.
- E. Provide a description of how the local area will provide adult and dislocated worker employment and training activities including.
- F. Provide a description of how the local area will provide youth activities including.
- G. Provide a description of how the LWDA will provide services to priority populations as outlined in Tennessee's State Combined Plan.
- H. Provide a description of training policies and activities in the local area, including.
- I. Provide a description of how the LWDB will implement initiatives such as apprenticeships, incumbent worker training programs, on-the-job training programs, customized training programs, industry and sector strategies, career pathways initiatives, utilization of effective business intermediaries, and other business services and strategies designed to meet the needs of employers in the corresponding region in support of the business service strategy.
- J. Describe how the Business Services Team is structured and the process of disseminating the service strategy for employers from the LWDB to the team members responsible for implementation.
- K. Provide a description on the initiatives the LWDB is implementing or will implement to insure accessibility to programmatic services to rural areas (to include Distressed and At-Risk Counties).
- L. Provide a description on the initiative the LWDB is implementing or will implement to serve individuals who will be re-entering the workforce who were previously incarcerated or justice involved.

Performance Goals and Evaluation

- A. Provide information regarding the local levels of performance negotiated with the Governor and chief elected official consistent with WIOA Sec. 116(c), to be used to measure the performance of the LWDA and to be used by the LWDB for measuring the performance of the local fiscal agent (where appropriate), eligible providers under WIOA Title I Subtitle B and the one-stop delivery system in the LWDA.
- B. Based on the assigned level of responsibility, determined by the RPC, for the LWDB to meet State and Local Performance Measures (Key Performance Indicators).

Technical Requirements, Assurances, and Evaluation

- A. Physical and Programmatic Accessibility.
- B. Fiscal Management.
- C. Budget Information and Supporting Materials.
- D. Describe a planned or existing approach regarding which local strategies will be financed by the transfer of Title I workforce funds, including the maximum dollar amount and/or percentage that is authorized to be transferred on an annual basis.
- E. Provide copies of executed cooperative agreements (as applicable) which define how all local service providers, including additional providers, will carry out the requirements for integration of and access to the entire set of services available in the local one-stop system, with respect to efforts that will enhance the provision of services to individuals with disabilities.
- F. Provide copies of Title VI trainings to all service providers, One-Stop Operators, and LWDB.

Local Plan Attachments

- Must provide, overall narrative description of the manner in which the stakeholder involvement requirements were met for the local plan.
- Copy of the local training provider approval policy and procedures.
- Copy of the local Individual Training Account Policy.
- Copy of the local supportive service policy.
- Copies of executed cooperative agreements.
- Copy of the local procurement policies and procedures.
- Copies of Title VI trainings to all service providers, One-Stop Operators, and Board.
- Organizational Chart with staff and titles.

Signature Page

SUBJECT: Southern Middle Tennessee Local Workforce Development Board, Regional Plan

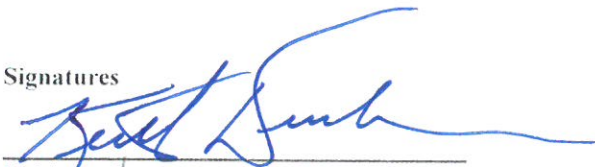
FROM: Honorable
Chief Local Elected Official, SMTLWDB

, Chairman
Southern Middle TN Local Workforce Development Board


The attached WIOA Regional Plan represents the Southern Middle Tennessee Local Workforce Development Board's concurrence as part of the Middle Tennessee Workforce Region to maximize resources available under the Workforce Innovation and Opportunity Act and to coordinate these resources within the region.

We certify that we will operate regionally in accordance with this plan and applicable federal and state laws, as well as regulations.

Signatures



Keith Durham, Chair



T.R. Williams, CLEO

Operating Systems and Strategies

A. Provide a description of the one-stop delivery system in the LWDA including the roles and resource contributions of the one-stop partners.

The one-stop delivery system provides an integrated service delivery by aligning staff by functional teams and also providing cross-training on all programs and services offered by the various American Job Center partners. The mission of the Southern Middle Tennessee Local Workforce Development Board (SMTLWDB) and its partners is to empower employers, individuals, and communities to prosper and grow the region's economy through a workforce development system that is inherently customer focused, seamless, efficient, transparent and financially accountable. The SMTLWDB delivers this through the American Job Center system providing high quality customer service to employers and job seekers. The SMTLWDB aligns its focus and vision with the Governor's goals:

I. Jobs and Economic Development Goal:

- Identify, assess, and certify skills for successful careers.
- Promote economic development by connecting workforce development with job creation and growth.
- Increase employer engagement with the workforce development system.
- Expand programs of study that bring together a sequence of career-focused courses that start in high school and extend through college.
- Increase work-integrated learning.

II. Education & Workforce Development Goal:

- Leverage resources, including WIOA statewide, local funding, other non-WIOA funds, and partnerships across departments and programs to aid in developing more seamless paths from training into the workforce.
- Increase the number of credentials and certificates.

III. Conservative Fiscal Leadership Goal:

- Eliminating duplication and leveraging dollars to provide more opportunities to existing job seekers and the emerging workforce.
- Improve job search and placement services for unemployed and underemployed workers.
- Establish cost-effective co-investment models, across government funding streams and other funding streams.

SMTLWDB's workforce goals also aim to promote business driven talent solutions. These solutions will integrate education, workforce and economic development resources across systems to provide businesses, individuals, and communities with the opportunity to prosper and contribute to growing the state's economy.

Our Guiding Principles include:

1. Demand driven orientation
2. Strong partnerships with business at all levels
3. Career pathways to today's and tomorrow's jobs
4. Cross-agency collaboration and alignment
5. Integrated service delivery
6. Access and opportunity for all populations
7. Clear metrics for progress and success
8. Focus on continuous improvement and innovation

For the business customers, the Business Services Team and One-Stop Operator Manager work in tandem to refer business customers to the resources and partners that will best meet their needs. The development of community partnerships with other service providers, private businesses, and institutions of higher learning will ensure that referrals and placements are both consistent and reliable. Working with these partners and other core partners will further integrate services to ensure the best leveraging of resources and to prevent unnecessary service duplication. Referrals between partners may transpire through different means to include, but not limited to, warm hand-off, electronic communication/technology, social media, and telephone.

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WIOA includes a requirement that partners dedicate funding for allowable infrastructure and other shared costs. (20 CFR 678.700 – 678.760) Each AJC partner financially contributes to the operations of the one-stop delivery system through an Infrastructure Agreement (IFA). All partner contributions are proportionate to the relative benefits received by the partner. Proportionate share, cost allocation methodologies, and any additional considerations are determined at AJC Partner Team meetings. Each partner must agree to costs determined for their share at these meetings and sign the IFA denoting approval. Actual costs are billed rather than estimated budgeted amounts. Actual costs are reviewed and if any changes need to be made for any partner, the IFA can be modified at the next scheduled AJC Management Team meeting.

Locations and Services:

The thirteen counties that make up Southern Middle include Bedford, Coffee, Giles, Franklin, Hickman, Lawrence, Lewis, Lincoln, Marshall, Maury, Moore, Perry, and Wayne.

Three Comprehensive AJCs in the area:		
Maury County (Columbia) 119 Nashville Hwy., Suite 106, Columbia, TN 38401	Lawrence County (Lawrenceburg) 702 Mahr Avenue Lawrenceburg, TN 38464	Coffee County (Tullahoma) 315 NW Atlantic Tullahoma, TN 37388
Nine Specialized AJCs:		
Lewis County (Hohenwald) 25 Smith Avenue Hohenwald, TN 38462	Giles County (Pulaski) 125 North Cedar Lane Pulaski, TN 38478	Marshall County (Lewisburg) 1572 Old Columbia Rd Lewisburg, TN 37091
Bedford County (Shelbyville) 301 Coloredo Blvd, Suite A Shelbyville, TN 37160	Franklin County (Winchester) 825 Dinah Shore Blvd Winchester, TN 37398	Lincoln County (Fayetteville) 1437 Winchester Hwy Fayetteville, TN 37334
Wayne County (Waynesboro) 525B Hwy 64 Waynesboro, TN 38485	Hickman County (Centerville) 101 College Street Centerville, TN 37033	Perry County (Linden) 110 Poplar Street Linden, TN 37096
Moore County Clients are referred to the Lincoln County Center (while discussions are ongoing on the new center for Moore County.) Five of our AJC's are collocated with SCHRA's Neighbor Service Center.		

The MOU also details the career services and other program services to be provided at, or through, each AJC. Services include:

1. Basic Career Services
 - a. Job Center outreach, intake and orientation
 - b. Initial assessment of skills levels (including literacy, numeracy, and English language proficiency)
 - c. Labor exchange services
 - d. Referrals to and coordination with other programs and services
 - e. Provision of workforce and labor market employment statistics information
 - f. Provision of information on ETP performance and related program costs
 - g. Provision of information about local area achievement in performance measures and OSO performance
 - h. Information and referrals to supportive services or assistance
 - i. Provision of information and assistance regarding filing claims for UI

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2. Individual Career Services

- a. Specialized assessments of skill levels/service needs of Adults/Dislocated Workers
- b. Development of an Individual Employment Plan (IEP)
- c. Group counseling
- d. Individual counseling
- e. Career planning
- f. Short-term pre-vocational services
- g. Internships and work experiences that are linked to careers
- h. Workforce preparation activities
- i. Financial literacy services
- j. Out-of-area job search assistance and relocation assistance
- k. English language acquisition and integrated education and training programs

3. Follow-up services – For up to 12 months after first day of employment. Follow-up services do not extend the date of exit in performance reporting.

Training Services

Training services are also available to WIOA participants who cannot find employment leading to self-sufficiency. Under WIOA, there is no requirement that a participant must receive career services prior to training services. However, at a minimum, to be eligible for training, an individual must receive an eligibility determination for training services. Training services may include: [Ref: WIOA 134(d)]

- Occupation skills training, including training for nontraditional employment
- On-the-job training
- Incumbent worker 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
- Transitional jobs
- Adult education and literacy services, including activities of English language acquisition and integrated education and training programs
- Job readiness training
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of training

Business services are made available to employers through via the Business Services Team. These services consist of the following:

- a. Certain career services shall be made available to local employers, specifically labor exchange activities and labor market information.
- b. Customized business services may be provided to employers, employer associations, or other organizations;
 - Customized screening and referral of qualified participants in training services to employers
 - Customized services to employers, employer associations
 - Customized recruitment events and related services for employers including targeted job fairs;
 - Human resource consultation
 - Services, including but not limited to, assistance with:
 - Writing/reviewing job descriptions and employee handbooks
 - Developing performance evaluation and personnel policies
 - Creating orientation sessions for new workers
 - Honing job interview techniques for efficiency and compliance
 - Analyzing employee turnover
 - Creating job accommodations and using assistive technologies

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- Explaining labor and employment laws to help employers comply with discrimination, wage/hour, and safety/health regulations
 - Customized labor market information for specific employers, sectors, industries or clusters
 - Other similar customized services.
- c. Local areas may also provide other business services and strategies that meet the workforce investment needs of area employers; Allowable activities, consistent with each partner's authorized activities, include, but are not limited to:
- Developing and implementing industry sector strategies (including strategies involving industry)
 - Partnerships, regional skills alliances, industry skill panels, and sectoral skills partnerships
 - Customized assistance or referral for assistance in the development of a registered apprenticeship program
 - Developing and delivering innovative workforce investment services and strategies for area
 - Assistance to area employers in managing reductions in force in coordination with rapid response activities with strategies for aversion of layoffs which may include:
 - Strategies such as early identification of firms at risk of layoffs
 - Use of feasibility studies to assess the needs of and options for at-risk firms
 - Delivery of employment and training activities to address risk factors
 - Assisting employers with accessing local, State, and Federal tax credits

On Demand Access - Required Career Services in Most Inclusive and Appropriate Setting and Accommodations

Coordinated services among all WIOA-funded workforce programs are necessary to achieve the level of integrated service delivery that WIOA embodies. This entails that all WIOA-funded workforce programs work collaboratively in partnership to optimize the quality of services provided. To assure a high-quality customer experience through aligned and integrated services and to improve service outcomes, the workforce partners in the Southern Middle Region commit to:

- Coordinating the “welcome function” through the OSO making sure the individual is warmly welcomed and offered a menu of the services available
- Sharing customer information and data by requesting the individual register at Jobs4TN.gov
- Closely planning and coordinating services to customers by referring customers to appropriate partners through a warm hand-off
- Training frontline staff to make them more knowledgeable about other workforce development programs and to improve the efficacy of referrals
- Planning and acting strategically based on a common understanding of regional economies, key sectors, workforce demographics and employer needs
- Leveraging program resources where possible to the mutual benefit of both customers and programs

One Stop Operator (OSO) Information:

South Central Human Resource Agency is the One Stop Operator for the Southern Middle TN Workforce Area. The appropriate procedures were followed in the procurement process as outlined in Workforce Services Guidance - One-Stop Operator and Career Service Provider Procurement. A Request for Proposal was posted for a designated time period, with public notice being provided through print media and/or electronic means, and with potential bidders being notified by email. Proposals received were evaluated by the Executive Committee of the SMTLWDB and a recommendation was made to the full Board. A contract was then entered in to between SCHRA for OSO and SMTLWDB. The contract outlines the scope of work of the OSO, including the methods for coordinating service delivery between the OSO and operators as: The Grantee shall establish One-Stop Operator Services pursuant to 20 CFR 678.620(a), including at a minimum, the coordination of service delivery of the required One-Stop American Job Center (AJC) partners, and service providers. Additional roles of the OSO in Southern Middle include:

- Evaluate performance of the AJCs (as indicated in the Incentives and Sanctions Policy) and implement required actions to meet performance standards
- Evaluate various customer experiences (including but not limited to employer, job seekers, and partner staff)

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- Ensure coordination of partner programs
- Act as liaison with the LWDB and One-Stop Center
- Define and provide means to meet common operational needs (e.g. training, technical assistance, additional resources, etc.)
- Oversee full implementation and usage of all State systems by all local areas
- Design the integration of systems and coordination of services for the site and partners
- Manage fiscal responsibility for the system or site
- Plan and report responsibilities to the LWDB
- Write and maintain business plan
- Market One-Stop Career Center services
- Facilitate the sharing and maintenance of data; primarily the site, with emphasis on the State system
- Integration of available services and coordination of programs for the site with all partners

The primary role of the OSO is to coordinate the service delivery of required one-stop partners and service providers resulting in a seamless customer flow based on customer's needs. Referrals and shared customer data will be utilized in facilitating co-enrollment of the customer. The OSO will ensure that all partners leverage resources, avoid duplication and prioritize services and events through training and communication with all partner staff. The OSO will monitor customer service activities and provide ways to improve these services. All partners shall participate in quarterly meetings which allow partners to communicate customer needs. In addition, these meetings provide information on upcoming events such as workshops, job fairs and outreach efforts of all partners.

B. Provide information regarding the use of technology in the one-stop delivery system, including a description of how the workforce centers are implementing and transitioning to an integrated, technology-enabled intake and case management information system for programs carried out under WIOA.

The Board through its network of 12 American Job Centers utilizes the state web based Virtual One Stop (VOS) system for comprehensive information gathering and reporting. Each center is set with a VOS Greeter to track the numbers of clients visiting the AJC system. The One Stop Operator then conducts monthly analysis of traffic flow and services rendered via staff, and other means to leverage internal office resources to meet needs of current and future customers. The OSO then develops a dashboard based on VOS data and reports monthly with Quarterly reporting to the Board for center traffic reports and activities. The dashboard based on VOS reporting also tracks Performance measures, Partner referrals/co-enrollments, Business Services updates, and Reconnect numbers. The VOS system is currently expanding and additional partners and capabilities are being added each quarter via the Department of Labor. All centers are electronically linked with data and reports that are run via VOS. The Mobile Career Coach, when utilized, also shares data of services rendered into VOS for tracking and resource placement and tracked on dashboard report.

All AJC customers have access to on-demand services in person and via technology at or through the AJC in compliance with WIOA's "direct linkage" requirement and definition of "access. All services are available on demand through a direct connection with the AJC within a reasonable time, either through onsite staff or via technology in real time consistent with the "direct linkage" requirement. The Southern Middle AJCs have assistive technologies and adaptive equipment, and staff can make reasonable accommodations when requested for individuals to access career services. All other required services are available on-demand through use of phone or computer access consistent with WIOA requirements. AJC system partners continue to work to promote the cross-training of staff members. Each program or activity is made available to individuals with disabilities in the most integrated setting appropriate to meet their unique needs. All program services, not just those through vocational rehabilitation, are made available to individuals with disabilities. AJC Staff collaborate with the customers to develop individual employment plans encompassing all program services appropriate to meet the individuals' needs and goals.

Information needed to calculate all common indicators of performance resides in this system. Reports are generated plus shared with program staff and partners to ensure performance targets are met. Partners routinely meet and report performance as a system. TANF and Vocational Rehabilitation use other case management

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systems; all WIOA partners will work to share information across these systems in order to better serve participants.

Virtual services have been made available due to COVID. Strategies have been developed to allow workforce staff including core partners to work from home while continuing to provide service to customers. PDF registration forms are available to ensure that customers are continuing to be enrolled during this pandemic. Many of the counties within Southern Middle struggle with access of technology due to lack of broadband access. SMLWDB has opened job centers in 12 of our 13 counties to assist customers without access to internet. The opening of these centers ensure all residents have access to WIOA partner services within their own county. The Board will continue to work with community partners to co-locate in order to meet the needs of the community.

C. Describe how the Local Board will support the strategy identified in the TN Combined State Plan and work with entities carrying out core programs, including a description of:

The Local Board supports the strategies under the Governor's Drive to 55 Initiative. Activates will align education and training with the needs of business and industry by assisting individuals in accessing training opportunities. Southern Middle will develop a clear pipeline including K-12, Adult Education, Dislocated Worker and Re-Entry coupled with integrated services to allow all core and non-core partners to work seamlessly for delivery of services to multiple workforce programs. The SMTLWDB is working towards achieving the Initiative's goal of 55% of Tennesseans earning a postsecondary credential by 2025. Strategies to improve access to activities leading to a recognized postsecondary credential, academic or industry recognized, thereby prepare workers for in-demand industry sectors and occupations include:

- 1) Approving in-demand training opportunities to be included on the statewide Eligible Training Provider List (ETPL) as WIOA fundable programs;
- 2) Encouraging all job seekers to consider these programs as career options by offering assessments, opportunities, and materials noting local employment opportunities;
- 3) Partnering with employers and high schools on career pathway opportunities in employer driven training programs;
- 4) Considering options to partner with training providers and neighboring local workforce development areas to "buy" classes offered by training providers so that dislocated workers, adults, and disadvantaged youth have an opportunity to train in the high- demand occupation without a delay due to a waiting list;
- 5) Leveraging assets such as TN Promise, Pathways, and ReConnect in order to increase capacity and provide integrated services to increase skill development and educational attainment of area residents.

Education and training services offered include:

- Needs-Based Scholarships for Postsecondary Training
- Transportation Stipends for Postsecondary Training and Work Experience
- On-the-Job Training and Incumbent Worker Training Grants
- Apprenticeship Programs

Needs-Based Scholarships issued through Individual Training Account (ITA) for postsecondary training, are managed in the AJCs by members of the Career Development Services Team. A thorough assessment and verification is completed to ensure the training plan will lead to employability in an in-demand occupation. Staff then obligates funds which is documented in Jobs4TN to allow fiscal staff and the SMTLWDB to have a clearer picture of funds available and projected expenditures for the program year. A priority of service policy is in place to ensure the most in need receive services first.

While brick-and-mortar AJCs are valued for cost effectiveness, availability of resources to customers, and visibility in the community, Southern Middle also recognizes the need to bring the services to the customers who may not be able to visit the established AJC given the large service area and transportation barriers. In order to bring the services to the people, the TDLWD's Mobile AJC is utilized to serve remote areas and individuals who are unable to commute to one of the AJCs in the region. A Title I staff member has been assigned to coordinate with the Mobile AJC staff to ensure staff from the Title I partner attend Mobile AJC events, providing customers with access to all AJC services. Jobs4TN also allows jobseekers and employer customers to remotely access secure,

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web-based AJC services such as labor market information, unemployment insurance, and mediated labor exchange.

In order to maximize services to populations with barriers, agencies serving these populations are targeted for outreach efforts such as distribution of marketing materials, participation in events, such as those involving "street teams" or the Mobile AJC, and invitations to participate in AJC events and strategy meetings. Such agencies may include Adult Education, Department of Human Services, Health Department, Housing Authorities, Head Start programs, and Boys & Girls Clubs. The AJC displays marketing materials for core and community partners, and provides materials to be displayed at the partners' sites. Social media accounts are also used to connect with customers and other agencies and inform them of the services available through the AJC. The Business Services Team conducts rapid response meetings to serve workers dislocated through closures or layoffs. Outreach to unemployment claimants regarding AJC services is also conducted via email when contact information is available. A standing committee of the board provides guidance for reaching and serving such populations.

Credential attainment can assist youth and adults in leveraging new skills to obtain employment, increase earnings, and compete in the labor market. Industry recognized credentials include apprenticeships. A credential is considered stackable when it is part of a sequence of credentials that can be accumulated over time to build up an individual's qualifications and help them to move along a career pathway or up a career ladder to different and potentially high paying jobs.

SM will encourage industry recognized credentials by having quarterly meetings with Career and Technical Education (CTE) supervisors and Adult Education. This approach will develop and implement paid work experiences with high schools that have approved programs for local employers. Support services will be available to include books, transportation reimbursement, and supplies not covered by TN Promise. This effort should enhance the opportunity for the student to be successful.

The WIOA Plan focuses on four key elements:

1. Improving skills and credential attainment by expanding vocation education and workforce development programs;
2. Supporting regional and rural economic development strategies;
3. Enhancing services and opportunities for justice involved citizens; and
4. Streamlining the delivery of support services in workforce development by collaborating with key agencies and organizations

The Local Board is committed to working with our core program partners to expand access to employment, training, education and supportive services. Expansion strategies will include, but are not limited to:

1. Improving our outreach and awareness efforts to the community, particularly with regard to populations with barriers to employment.
2. Promoting the creation of additional effective electronic linkages while maintaining electronic service delivery systems that are user-friendly, effective, and accessible to individuals who reside in remote parts of our area.
3. Maintaining efforts to identify individuals with barriers to employment during intake.
4. Making sure that the participants of all core partners are made aware of the full scope of services that are available to them through the AJC system.

D. Provide information regarding the local coordination strategies with state (including the Combined Plan), regional and local partners to enhance services and avoid duplication of activities, including a description of:

The Workforce System has integrated its services to allow all core and non-core partners to work collaboratively and seamlessly in the delivery of services for all workforce programs. By aligning staff to provide customer delivery and leveraging resources, duplication of services is reduced.

WIOA programs are required by law to provide a priority or preference for a particular group of individuals. All WIOA programs (Adult, DLW, and Youth) are required to provide priority of service to veterans and eligible

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spouses of veterans. The Adult program is additionally required to provide priority of service to public assistance recipients, other low-income individuals and individuals that are basic skills deficient, when providing individualized and training services.

Per TEGL 19-16, Section 134(c)(3)(E) of WIOA, funding allocated to a local area for Adult employment and training activities, priority must be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient (BSD) for receipt of Individualized Career Services and Training Services. TEGL 19-16 also states that Veterans and eligible spouses continue to receive priority of service for all DOL-funded job training programs, which include WIOA programs.

Southern Middle's CSP works with AJC partners and staff to specifically meet the targeted populations' needs. This group includes veterans and spouses of veterans, low-income individuals, basic skills deficient persons, Adults and Youth with disabilities, and individuals who are re-entering society following incarceration. Specialized training has been developed on assisting individuals of diverse geographic and demographic populations consisting of rural and urban communities veterans, recipients of public assistance, other low-income individuals, and individuals who are basic-skills deficient.

The Vocational Rehabilitation (VR) Program collaborates with AJC partners, community rehabilitation service providers, educational institutions and employers to ensure that eligible persons with disabilities receive the services needed to obtain self-sustaining employment. Referrals are accepted from all partners and VR determines the eligibility for all applicants. VR works with partner staff to braid supportive services. Local collaboration between VR and partners will be used to ensure the best of in providing services to customers.

The Vocational Rehabilitation program may make referrals to any AJC partner to meet rehabilitation needs of eligible individuals. Local collaboration between VR and partners will be used to ensure the best of in providing services to customers. Customer referrals are made to post secondary institute.

The Pre-ETS Program provides transition services for youth with disabilities who are between the ages of 14-22 and who are still in school. The purpose of the program is to help prepare students for the transition from high school to a post-secondary career path which could include post-secondary education, training or employment. VR will refer high school students who meet this eligibility in order to co-enroll and braid funds.

Adult Education and Literacy Program (Title II) Tennessee Adult Education programs provide instruction and student support services to adults who lack a high school credential or secondary level skills, or who are not proficient in English. Adult Education provides beneficial services to participants with significant barriers to education, training and employment as it offers employment and transition services. Adult Education focuses on making sure that they are increasing literacy among adults so that they can achieve their educational goals. Having them prepared to enter into postsecondary education and providing the employers with the talented workforce they need. South Central TN Workforce Alliance administers the Adult Education program for Southern Middle and refer those receiving their HiSet to Title I staff for co-enrollment. The Career Service Provider refers those without a high school diploma to Adult Education to co-enroll to provide all services available. Once students receive their HiSet they are eligible to go directly to a TCAT or community college and WIOA will provide tuition assistance in order for them to complete the program.

Partners within Southern Middle have had meetings via zoom with CTE directors to discuss Career and Technical Education for our high schools which was created to establish a clear, aligned vision for career and technical education to empower students to explore career opportunities based on their aptitude and interest. By providing supportive services and paid work experience, SM can ensure all students are prepared for 21st century careers. SM partners with post-secondary institutions on ETPL development, tuition assistance and supportive services for students. Relationships are encouraged between Career Service staff and educational institutions within their counties in order to provide resources to assist in student success.

The SM workforce area consists of rural areas where urbanized transportation methods are not available. Many communities do not have access to bus routes and rely on their personal vehicles for transportation. Furthermore, individuals living in rural areas can travel many miles to a training institution which creates a barrier. SM offers travel reimbursement to alleviate this barrier.

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The SMTLWDB with the direct assistance of the Title I- IV partners as well as other community- based organizations has developed a linked American Job Center system that focuses on solid business principles, professional staff and effective partnerships to ensure business and job seekers receive high quality services. All of the partners have entered into a MOU, including programs authorized under the Carl D. Perkins Career and Technical Education Act of 2006.

This leverages resources, eliminates duplication of services and streamlines functions. Through this agreement, funds are braided between the four core partners and others such as TAA, SNAP, RESEA, NCOA, SCSEP, DVOPs, and LVERs. The delivery is through an integrated three-team function of the Welcome, Career Service and Business Service Teams. This agreement creates a single customer flow model based on customer need. This will authorize the sharing of customer data/information in order to facilitate co-enrollment with case management across partners and funding streams.

Local Referral Process

The One Stop Operator oversees the referral process of customers within the AJC system and is tied directly to the AJC MOU which is the baseline agreement signed by all partners within the AJC system. All core and other program partners have agreed to the referral process, which enhances seamless services to customers and leverages funding and services available to business and job seekers. Referrals to on-site partners will be made using a warm hand-off. In order to track the referrals made among the partners, a referral form was developed and all partners are encouraged by the One-Stop Operator to utilize the form. The form may be completed electronically and emailed or faxed to partners who are not available on-site at the AJC, and the receiving agency is asked to complete and return the form. Referrals are made by all partners based on the initial evaluation of each individual's service needs. The referral form allows for access to in-demand services for clients when they enter the doors of the American Job Center. Customers will immediately be assessed for referrals to programs and services in the center. Initial eligibility for external providers such as TN Reconnect, Department of Human Services will also be assessed upon entry. The OSO will ensure that services are being provided to all businesses and individuals that enter the job centers.

Referral Tracking

Once a referral is made it is always useful to obtain customer feedback about the referral as well as feedback from each agency to which referrals are made. A follow-up call should be made to each to ensure the referral was effective. Discussion of next steps can also be discussed during this time. The MOU also establishes how referrals will be tracked.

The One-Stop Operator keeps a detailed listing of all co-enrollments and clients. This listing is cross-referenced to VOS to ensure that clients are receiving appropriate services. This information is reported at all quarterly partner meetings as part of the Dashboard report.

Reasonable accommodations are provided for all aspects of a customer's experience in the AJCs, such as during referrals as well as during application/registration for, and provision of, aid, benefits, services, and training. Accommodations are made according to the individual's need in order to ensure that he / she receives equal benefits from the program or activity, will be able to compete fairly in educational work settings, and in general, to have an equal opportunity. To ensure that individuals with barriers to employment, including individuals with disabilities, can access available services the required partners will, as established in the MOU:

1. Ensure compliance with ADA requirements when locating to a new building or when repairs are needed;
2. Maintain the above named accommodations, or ones similar, and others on an as-needed basis;
3. Offer referrals to provide customers with a comprehensive set of services, including accommodations;
4. Maintain an Equal Opportunity Officer for the LWDA to ensure compliance with all appropriate legislation
5. Provide training to staff on a routine basis.

Auxiliary aids are available upon request to individuals with disabilities. Partners ensure that services are available to populations with barriers to employment by actively conducting outreach targeting these populations in coordination with one another. The customer will be referred to the most appropriate partner to provide services

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based on the customer's needs and available services. Targeted populations include, but are not limited to, the following:

- Displaced homemakers
- Low-income individuals
- Individuals with disabilities
- Older individuals
- Ex-offenders
- Homeless
- Youth who have aged out of foster care system
- Single parents
- Long-term unemployment individuals

E. Provide a description of how the local area will provide adult and dislocated worker employment and training activities including:

Individualized career services will be provided for adults and dislocated workers who are determined eligible for WIOA and are registered in the program. Individualized services include, but were not limited to, the following:

- A comprehensive and specialized assessment of skills levels, aptitudes, abilities and needs;
- Development of an Individual Employment Plan (IEP/ISS);
- Case Management activities;
- Individual career counseling;
- Referral to training services; and
- Out-of-area job search assistance.

The primary means of providing training services for adults and dislocated workers is through the utilization of Individual Training Accounts (ITAs) and On-the-Job Training (OJT). ITAs are available at both public and private training facilities throughout the state with up to \$5000 available to assist adults and dislocated workers with the cost of books, supplies and tuition associated with the cost of attending for up to two years. Southern Middle TN Workforce Board targets occupations that are identified as High Growth/High Demand/High Wage and that support the on-going economic development efforts of the state. The OJT program provides reimbursement to employers for the extra costs associated with training WIOA participants. The reimbursement rate and length of training are negotiated and made a part of the OJT contract. Reimbursement was established at fifty percent (50%) of the participant's hourly wage rate for up to 500 hours.

To coordinate workforce investment activities in the local area with statewide rapid response activities, a staff member serves as the Rapid Response Coordinator for the local area and coordinates with the OSO and partners to provide assistance to employers and affected employees through Rapid Response services. Services provided by the Rapid Response Coordinator include assisting employers filing a WARN Notice, scheduling a mass meeting prior to layoff, informing the employer and employees of programs and services including Jobs4tn, Trade Adjustment Assistance (TAA), Trade Readjustment Act (TRA), and Unemployment Insurance (UI), assisting the employer in registering in Jobs4tn, if not already registered, and completing the Mass Layoff spreadsheet, inviting partners to participate in the mass meeting, distributing marketing materials, and administering and collecting a Needs Survey to ensure the needs of the affected workers are understood and the AJCs are prepared to meet them accordingly. Title I and Title III staff are responsible for recoding these services in Jobs4TN by entering activities into the individual's or employer's account.

F. Provide a description of how the local area will provide youth activities including:

South Central Human Resource Agency, the youth contractor for SMTLWB, provides Youth services for Southern Middle. SCHRA's focus is developing career pathways for youth experiencing barriers to employment. SM works with local high schools, Adult Education and vocational rehabilitation counselors to recruit those eligible for the program. Once eligibility is determined, an objective assessment is evaluated to ensure success by formalizing the Individual Employment Plan. Current Youth program activities provide access to all fourteen elements legislated through WIOA. The end goal of gainful employment that is reached by

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participation in activities which include tutoring to ensure attainment of diploma or HiSet, links to postsecondary education and training opportunities. Youth are also provided opportunities for paid work experiences.

LSMWB elected to adopt the waiver approval to move to 50% In-School Youth expenditure rate. With the continuation of the current Youth Policy, Southern Middle will expend 50% of youth funds on Out-of-School Youth and the other 50% of funds on In-School Youth.

The Career Service Provider (SCHRA) will partner with high schools, TCATs and community colleges to seek students who are eligible as In-School Youth. Tuition, books and support services will be provided to those students attending post secondary education. In addition, SM provides incentives to youth who earn their High School Equivalency Diploma through the AE program as a motivational tool. A solid educational footing allows youth to become self-sufficient and opens the options for further education including training opportunities. The Board has Vocational Rehabilitation as a primary partner located in the AJC. Additionally, a Ticket to Work Representative can leverage funding and options to alleviate barriers to employment and/or education targeting those youth with disabilities.

School districts in the area offer some form of Career and Technical Education (CTE) or Career Pathway courses and the local AJC's provide support for these programs as needed. Dual enrollment courses are available in all schools so students can receive high school and college credit simultaneously. The TN Pathway program will also provide valuable assistance for school districts and their students to increase opportunities and guidance for students as they complete secondary schooling and transition to post-secondary schooling or job training. A paid work experience is also available to at-risk in-school youth for teaching of soft skills.

The Department of Education has an industry certification policy for high school students that promote certifications, vetted by Tennessee industries. The student should be able to attain these certifications upon completion of a program of study in one of the 16 career clusters. The approach taken to align industry certification is designed to ensure that students are presented with viable, seamless learning pathways. The industry certifications promoted by the Department have been vetted by respective Career Cluster Advisory Councils (composed of Tennessee industry representatives).

If an identified certification was recognized but not valued, it was not included in the final department-promoted list. All promoted certifications must show both. Department-promoted industry certifications should be representative of the learning a student has mastered through the successful completion of an aligned CTE course and/or program of study. It is important that this alignment exists and that the content in the certification is not simply representative of a few standards within a course. Industry certifications can be stackable credentials such as Microsoft Office Suite certifications (as identified with the Office Management program of study), or they can be the capstone, meaning they represent the culmination of acquired skills through the completion of a particular program of study. TDLWD will continue to work to improve access to postsecondary credentials by focusing on high school diploma or equivalency attainment. This will be accomplished by ensuring that participants who lack a high school diploma are referred to Adult Basic Education (ABE) for services. This will enable many participants to be introduced or reconnected to the education system and improve their access to postsecondary credentials. In addition, Tennessee will utilize a demand-driven system to identify which training programs lead to credentials that are essential to business' needs.

Please see Attached ITA policy from Southern Middle.

G. Provide a description of how the LWDA will provide services to priority populations as outlined in the Tennessee's State Combined Plan:

The Workforce Development Board along with the CSP addresses the needs of individuals with multiple barriers to employment, specifically low-income individuals, basic skills deficient individuals and veterans. Even though these population groups have been identified for targeted services, a coordinated response will be developed for

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other groups that often face multiple barriers to employment such as dropouts and migrant and seasonal farm workers to assure their personal and professional goals are met.

Basic skills deficiencies are determined by an objective, valid and reliable assessment such as the Test of Basic Education or Comprehensive Adult Student Assessment Systems. If the priority of service will also be based on basic skills deficient criteria, then the participants file must contain academic tests. As stated in TEGL 19-16, Individuals who are English language learners meet the criteria for “basic skills deficient” and must be included in the priority populations for Title I Adult program. When participants are basic skills deficient as determined by an assessment or assessments, the staff will refer the participant for learning support in order to achieve the appropriate level basic skills for postsecondary training. Self Sufficiency is another criterion to identify priority populations. Career Service staff utilize the Self-Sufficiency Eligibility Worksheet to calculate the individual's earnings during eligibility of the individual.

Recipient of Public Assistance includes individuals who receive, or in the past six months have received or are a member of a family that is receiving or in the past six months received, assistance through one or more of the following: SNAP, TANF, SSI, or state or local income based public assistance.

Training services for priority populations are used to connect participants to in-demand occupations that need to be filled by employers within Southern Middle.

SM goal is to collect customer data and continuously look at ways to assist those with barriers in order for them to become self-sufficient while continuing to meet the Key Performance Indicators. Co-enrolling with partners will ensure the needs of each participant will be met.

- **Describe how the LWDB will focus efforts on priority populations to help meet the negotiated State and Local Performance Measures (Key Performance Indicators).**
 - I. First, to Veterans and eligible spouses of Veterans who are:
 - 1. Recipients of public assistance
 - 2. Low-income, or
 - 3. Basic skills deficient
 - II. Second, to individuals who are not Veterans and eligible spouses of Veterans but are:
 - 1. Recipients of public assistance
 - 2. Low-income, or
 - 3. Basic skills deficient
 - III. Third, to Veterans and eligible spouses of Veterans who are not:
 - 1. Recipients of public assistance
 - 2. Low-income, or
 - 3. Basic skills deficient
 - IV. Fourth, groups established by the Governor and/or Local Board. The following populations experiencing barriers to employment are specifically targeted for services and must be provided priority for training activities per TDLWD Workforce Services Guidance/MOU/IFA:
 - 1. Individuals with significant barriers to employment
 - 2. Displaced homemakers
 - 3. Individuals with no high school diploma
 - 4. Individuals who are homeless
 - 5. Unemployed individuals, including long-term unemployed individuals who have low literacy levels
 - 6. English language learner individuals
 - 7. Individuals with disabilities, including youth with disabilities
 - 8. Eligible migrant and seasonal individuals
 - 9. Individuals re-entering the workforce
 - 10. Older individuals
 - 11. Single parents (including single pregnant women and non-custodial parents)
 - 12. Native Americans, Alaskan Natives, and Native Hawaiians
 - 13. Veterans

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14. Youth who are in, or have aged out of, the foster care system
15. Individuals facing substantial cultural barriers
16. Individuals within two years of exhausting lifetime eligibility under Part A of the Social Security Act 13

H. Provide a description of training policies and activities in the local area, including:

How local areas will encourage the use of work-based learning strategies, including the local area goals for specific work-based learning activities and proposed outcomes related to these activities.

Southern Middle has met with CTE directors within the thirteen county area along with the TN Pathways Director and the CTE coach to discuss advantages with partnering with schools to provide paid work experience to students in approved CTE programs. WEX will provide a planned and structured academic and occupational learning experience that will contribute to the achievement of the participant's employment goals. Academic and occupational education may be provided on a concurrent or sequential bases based on the participant's Individual Service Strategy and may occur inside or outside the work site. WEX focuses on assisting individuals to establish a work history, demonstrate success in the workplace, and/or develop the skills that lead to entry and retention in unsubsidized employment. SM will co-enroll with Vocational Rehabilitation for work readiness and work experience when appropriate.

School districts in the area offer some form of Career and Technical Education or Career Pathway courses and the local AJCs provide support for these programs as needed. Dual enrollment courses are available in all schools so students can receive high school and college credit simultaneously. The TN Pathway program will also provide valuable assistance for school districts and their students to increase opportunities and guidance for students as they complete secondary schooling and transition to post-secondary schooling or job training. SM continues to work with the TN Pathways Director and the CTE Consultant to provide information on the benefits of partnerships.

Training services must be provided either through the Individual Training Account (ITA) or through a training contract. ITAs are limited to programs on the Eligible Training Provider List that leads to a credential in two years or less. ITA funding is for an unmet need for cost of training not covered by other programs. These may include Federal or State financial aid, such as Pell, Lottery, TN Promise, and TN Reconnect. WIOA funds are considered "last dollar." The ITA is limited to \$5,000 per participant. If a customer is attending training at the time of WIOA enrollment, they must submit grades/progress reports before the ITA is issued to ensure satisfactory progress is being met. The customer must provide grades/progress reports at the end of each quarter/semester/etc. or additional funds will not be authorized. Career Advisors issue the ITA to the training provider. Contracts for services may be used instead of an ITA only when one or more of these exceptions apply. The services provided are OJT, customized training, incumbent worker training or transitional jobs. The SM Workforce Board maintains the Eligible Training Provider List and presents changes and additions to the Board for review. New providers must have Tennessee Higher Education Commission (THEC) approval, then meet with Board staff to describe programs prior to Board Review. As stated in the attached Training Provider Approval policy, training providers must provide all requested performance and cost requested by the local workforce board when applying for inclusion on the Eligible Training Provider List. SM reviews and approves the applicants which are deemed to have met the criteria outlined in WIOA Subtitle B, Chapter 1, Section 122.

The Training Provider must initiate applications for initial eligibility by completing an online New Provider Application. The online application is first submitted to the LSMWB for verification of completeness. The LSMWB must verify that the provider is in compliance with all Tennessee regulations pertaining to training authorization. Providers must supply any additional supplemental information requested by the LWSMWB to assist in the initial eligibility decision. Applications must be presented in the time and manner determined by the LSMWB.

The LSMWB ensures that service providers achieve program quality and outcomes that meet the objectives of federal, state and local programs by providing technical assistance and guidance, as needed; regularly monitoring and comparing results with federal and state standards, and requiring corrective actions when necessary; following up to ascertain that corrective actions are completed, and documenting progress through regular reporting. Service provider contracts include the required outcomes and quality standards required by

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the board. To ensure the performance, effectiveness and continuous improvement of the LSMWB's service providers, its AJC delivery system and fiscal responsibilities, the LSMWB uses an oversight, monitoring, and system performance improvement evaluation process which include, but are not limited to:

- Periodic on-site monitoring visit to ensure programmatic and statutory compliance of all funded programs
- Ongoing review and assessments of service providers' performances
- Periodic independent monitoring for programmatic and fiscal compliance by a qualified certified public accounting firm
- Ongoing assessment of labor and economic data and trends

The SMTLWDB's ETPL policy provides information and direction for the Eligible Training Provider process, eligibility, application procedures, the appeal process, dissemination of the list, and reporting requirements. This policy also builds upon and enhances the Tennessee Department of Labor and Workforce Development's Combined Strategic Plan. In order to maximize customer choice and assure that all significant population groups are served, an Eligible Training Provider process must assure that significant numbers of competent Eligible Training Providers (ETPs), offering a wide variety of training programs and occupational choices, are available to participants. Eligible participants who need training use the Eligible Training Provider List (ETPL) to make an informed choice. In this way, the ETPL helps to provide consumer choice, while also supporting increased performance accountability. Only those programs that are approved/listed on the State's ETPL are eligible for referral and enrollment of a Workforce Innovation and Opportunity Act (WIOA) participant.

TDLWD's and the SMTLWDB's Eligible Training Provider policies identify the processes for determining eligible training providers for WIOA and for publicly disseminating the list of these providers with relevant information about their programs. WIOA emphasizes informed consumer choices, job-driven training, provider performance, and continuous improvement. The SMTLWDB is fully engaged in program review, job outlook, cost/return on investment and related statistics that facilitate the WDB's fully evaluate whether or not an institution or program should be added.

The State and Local Boards' Eligible Training Provider Lists ("ETPL") and the related eligibility procedures ensure the accountability, quality and labor-market relevance of training services programs that receive funds through WIOA. The State and Local Boards' ETPLs are also a means for ensuring informed customer choice for individuals eligible for training. In administering the eligible training provider process, the SMTLWDB works to ensure that qualified providers, offering a wide variety of job-driven training programs, are available. The ETPLs are made publicly available online through Jobs4TN and its searchable database. The Jobs4TN ETPL is easily available in an electronic format that identifies relevant performance and cost information that is presented in a manner that is easily understood. This EPTL process and electronic access maximizes informed customer choice and serve all significant populations groups. This portal for educational and training opportunities also gives feedback as to the success of each program depending on the training institution's history of graduation rates and job placements. Each individual training applicant participates in assessments through the AJC and other partners that can assist the individual in determining their direction for success and alignment into the correct career pathway in association with AJC staff. The final career decision is up to the individual applicant, and through case management guidance and analysis of ETPL programs, the individual is able to make informed decisions.

Please see attached Southern Middle Policy.

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I. Provide a description of how the LWDB will implement initiatives such as apprenticeships, incumbent worker training programs, on-the-job training programs, customized training programs, industry and sector strategies, career pathways initiatives, utilization of effective business intermediaries, and other business services and strategies designed to meet the needs of employers in the corresponding region in support of the business service strategy..

The SMTLWDB strongly supports and provides funding for Registered Apprenticeship programs. These programs are exempt from performance and reporting-related requirements in order to enable these evidence-based programs to be placed on the ETPL with minimum burden. Registered Apprenticeship programs with openings for new apprentices will automatically be considered a statewide demand occupation to facilitate WIOA funding support as appropriate. A Registered Apprenticeship program on the ETPL will be available to every Local Workforce Development Area (LWDA) in the State. The only criterion that applies to apprenticeships is that they be registered as apprenticeship programs with the U.S. Department of Labor. The Regional Apprenticeship Directors will assist coordination of these efforts to encourage businesses to become registered apprentices.

SM has programs and services available to connect career pathways for job seekers and employers. SM will provide employment opportunities to participants by offering Work-Based Learning. SM also will focus on On-the-Job Training, Registered Apprenticeships, Incumbent Worker Training and Work Experience. These initiatives are employer driven and provide grant subsidies to employers who hire those facing barriers. All contracts will be limited to “in-demand” occupations. The Business Services Coordinator along with AJC partners will develop strategies and engage business throughout Southern Middle. These programs will provide either occupational or educational training to employees of the local area’s businesses. Training addresses skill gaps of the incumbent workers, impacts company stability, and enhances the employee retention. OJT continues to provide a bridge between employers and workers, offering a timely and cost effective solution to meet the needs of both. OJT is an effective option for upgrading skills and ultimately retaining employment. The specific training helps the incumbent workers retain a job with changing skill requirements, or can upgrade their skill qualifying them for a different job with the employer. This improved knowledge or certification obtained from the training adds value to the company and often leads to an opportunity for advancement and/or wages increase

J. Describe how the Business Services Team is structured and the process of disseminating the service strategy for employers from the LWDB to the team members responsible for implementation.

The Business Services Team consists of multiple partners in the American Job Centers, employers, and the Local Southern Middle Region. The team meets bi-weekly to address unmet needs of local job openings within our region. We work to connect employers with customers completing training, such as adults, youth and dislocated workers.

Under the supervision of the Director of Economic Development/ WIOA Business Services, we identify employers who may benefit from Incumbent Worker Training, On The Job Training, Apprenticeship Training Grants, and other services offered. The team works closely with HR and Operations Managers to meet the need for in demand occupations to help meet long term regional workforce needs. This is accomplished through the hosting of Job Fairs and hiring events.

We are currently exploring the option of Virtual Job Fairs during this unprecedented time of social distancing in order to adjust to a new normal for employers and individuals.

The local board will undertake the following strategies to meet the needs of employers through incumbent worker programs; on-the-job and customized training programs; industry and sector strategies; career pathway initiatives; effective business intermediaries:

- Work with business service teams to promote existing work -based learning initiatives to employers.
- Support sector strategies by evaluating and adjusting the current career pathways.
- Support sector strategies by evaluating and adjusting the current talent pipelines.
- Develop strategies that reduce program silos to promote employer services.

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- Partners in the local area will provide cross training on the programs and services that they offer to employers. Cross trainings will be conducted during quarterly AJC staff meetings to ensure that all staff are knowledgeable regarding all WIOA programs.
- Develop consistent messaging and marketing of business services using business services team.
- Promote entrepreneurial skills training by connecting interested individuals with the local Economic Development Corporations, Chamber of Commerce's, and Small Business Development Centers.

The local board, in partnership with multiple employers, will work closely with education, economic development, and community organizations to identify and collaboratively meet the workforce needs of businesses within the local labor market. The local board will focus on building regional talent pipelines, addressing skill gaps, and creating meaningful career pathways for a range of workers in local industries. Sector approaches serve the dual purpose of aligning education, training, and support services to the needs of employers in an industry sector, while ensuring that those services are accessible to a range of workers. Sector strategies will complement and strengthen the service strategies of the local area.

K. Provide a description on the initiatives the LWDB is implementing or will implement to insure accessibility to programmatic services to rural areas (to include Distressed and At-Risk Counties)

The goal of SM was to have a presence in all thirteen counties. American Job Centers are in two distressed counties and one at risk county to provide services to customers. Southern Middle partnered with TCAT Hohenwald on the GIVE Grant, which allowed them to open satellite campuses in Wayne and Perry Counties.

The Rural Initiative Grants bring much needed funding to workforce development in Tennessee's At-Risk and Distressed Counties. The administration of these funds was tailored to the particular needs of individual areas. The Tennessee Department of Labor and Workforce Development Commissioner has set Distressed and At-Risk counties as a focus, recognizing they having the greatest number of barriers to enter the workforce system. In collaboration with Governor Lee, the Commissioner has created a vision to address this special population. In support of their agenda, Middle Tennessee Rural Initiative monies will assist individuals within these areas in the following ways:

LWDA	Funding Amount	Focus
Southern Middle	\$298,000.00	Provide WEX for youth and justice-involved individuals, and On-the-Job training opportunities for Out-of-School Youth and Adults in Perry, Wayne and Lewis Counties

GIVE grants focus on expanding learning opportunities within rural counties. Local partnerships are encouraged to develop work-based learning and apprenticeship opportunities for secondary and post-secondary learners. GIVE grants were awarded to the following Southern Middle Institutions in November 2019:

Institution	Amount of Funding	Intent of Grant
Motlow State Community College	\$949,410.00	Teaching Innovative Learning Technologies (TILT)
TCAT Pulaski	\$310,146.00	Welding Program Expansion-Giles County
Columbia State Community College	\$841,320.00	Cyber Defense Mobile
TCAT Hohenwald	\$1,000,000.00	Technical skills to rise above "Distressed to Best"

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L. Provide a description on the initiative the LWDB is implementing or will implement to serve individuals who will be re-entering the workforce who were previously incarcerated or justice involved.

Existing and Prospective Partnerships to Coordinate Re-Entry

We are currently making improvements to our re-entry program due to high cost with poor performance metrics from prior program year. We also maintain a close relationship with all partners and share information with them on a regular basis. In several counties we have prospective employers and are working with them to provide a list of employers that have agreed to work with our formerly-incarcerated population. LSMWB also partners with Christine Hopkins, who is with Middle Tennessee Rural Reentry program funded by Second Chance Act grant in Franklin County. Second Chance provides job readiness, job placement assistance, technology skills training and Moral Reconciliation therapy. Second Chance Re-Entry is looking to expand into additional counties in our region. Adult Education and partner staffs work hand in hand to provide HiSET training and testing as well as job readiness to incarcerated youth and adults at Maury County Jail. Adult Ed services are also provided at all county jails, except Moore County. A Jail Transition Coordinator is located inside the Maury County Jail to assist inmates in preparing for release into the workforce and connecting certain inmates with employers to secure work release positions in an effort to maintain employment once released and refers inmates soon to be released to the local AJC's for job placement services.

Current Level of Service and Plans to Modify

The Southern Middle TN region has been working with justice involved programs where multiple barriers await a justice involved individual as he/she tries to transition back into the workplace and keep their life on track. Through current efforts, the LSMWB has found the timing of release to be a real issue. Most jails will not release them unless they have a "plan" for housing and a job. Generally, the faith-based and community-based organizations work with them on housing for a very short period of time. Title I can provide transportation for schooling and work experience, but only for an approved period of time.

Referrals are made to TANF for childcare. Title I can also provide tools and uniforms and other work-related expenses. LSMWB's local plan based on contract with TDOC plans to refer to SCATS to provide transit services to the formerly-incarcerated population selected by TDOC for the following purposes:

- Attending job interviews or to go to their set employment location.
- Attending substance abuse treatment or programming sessions that are required as part of their supervision conditions established by either TDOC or the Courts.
- Attending education courses (high school equivalency classes).
- Under certain circumstances, the formerly-incarcerated population requiring emergency medical or regularly scheduled medical treatment appointments at the discretion of the TDOC.

Outreach and Recruitment Strategies & Collaboration with Parole and Probation Partners

Outreach and recruitment of participants from local parole and probation partners are referred to our AJCs to receive services. We also work with the county mayors, sheriffs, Business Service Team, AJC Partner staff and training providers to continue to develop services that meet the needs of the formerly-incarcerated population.

Intake and Case Management Needs

Case Managers work closely with all applicants to obtain current information about the education and training they have received. The LSMWB acknowledges that those who haven't received education and training during incarceration often have a more difficult time providing information to help build the best employment plan possible. Case Managers will assist the justice involved individual by reaching out to Probation and Parole or directly to the facility or training provider to gather the information, such as transcripts of credentials.

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Performance Goals and Evaluation

The plan must include information on the actions the LWDB will take toward becoming or remaining a high performing board, consistent with the factors developed by the State Workforce Development Board (SWDB).

- A. Provide information regarding the local levels of performance negotiated with the Governor and chief elected official consistent with WIOA Sec. 116(c), to be used to measure the performance of the LWDA and to be used by the LWDB for measuring the performance of the local fiscal agent (where appropriate), eligible providers under WIOA Title I Subtitle B and the one-stop delivery system in the LWDA.**

Performance Goals and Evaluation

The Southern Middle Local Workforce Development Board is a high-performing workforce board and will strive to remain a high performing workforce area within the state. The board will continue to accomplish this through strong partnerships and a vision that is focused on business and job seekers while leveraging resources from partners and stakeholders. The Southern Middle Board typically meets or exceeds its negotiated levels of performance and will continue to achieve the designation as a high-performing board.

- A. Southern Middle’s levels of performance negotiated with the Governor and chief elected official consistent with WIOA Sec. 116(c), to be used to measure the performance of the local area and to be used by Southern Middle for measuring the performance of the local fiscal agent (where appropriate), eligible providers under WIOA Title I Subtitle B and the one-stop delivery system in the local area.**

The Southern Middle Board negotiated performance along with the Chief Local Elected Official (CLEO) and reached an agreement on local performance based on State levels and decided to keep our local performance targets at the same rate as the negotiated state targets. The below table indicates the negotiated targets for PY 2019 and the area’s performance for the 3rd quarter ending March 2020.

Federal Performance Indicator	Adult		Dislocated Worker		Youth	
	Goal	Actual	Goal	Actual	Goal	Actual
Employment Rate, 2nd Quarter After Exit	83.50%	85.40%	82.00%	84.40%	79.50%	66.90%
Employment Rate, 4th Quarter After Exit	83.50%	84.20%	82.00%	83.70%	76.00%	65.80%
Median Earnings, 2nd Quarter After Exit	\$6,650	\$7,019	\$7,000	\$8,228	N/A	N/A
Credential Attainment, w/ 4 Quarters After Exit	59.00%	56.00%	69.00%	80.80%	72.00%	56.80%
Measurable Skill Gains-Baseline	Baseline	67.90%	Baseline	60.60%	Baseline	45.90%

**PY20 / PY21 State Performance Targets were negotiated in May 2020 and can be seen in the attached spreadsheet that was provided by the TDLWD Wired Unit. Local Workforce Area PY20/21 targets will be negotiated in the fall of 2020. Once the local target negotiations have been set, the spreadsheet will be updated to show the local performance metrics.

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WIOA Common Measure

Under WIOA, performance for all customers and state partners are measured under a set of common indicators of performance known as “Common Measures”. The table below displays the PY20 and PY21 state negotiated targets that were provided by the TDLWD Wired Unit for Title 2, Title 3 and Title 4 programs under WIOA.

Federal Performance Indicator	Adult Education		Wagner-Peyser		Voc. Rehab.	
	2020	2021	2020	2021	2020	2021
Employment Rate, 2nd Quarter After Exit	40.00%	40.00%	69.00%	69.50%	Baseline	
Employment Rate, 4th Quarter After Exit	37.00%	37.00%	66.00%	67.00%		
Median Earnings, 2nd Quarter After Exit	\$3,640	\$3,640	\$4,700	\$4,800		
Credential Attainment, w/l 4 Quarters After Exit	27.00%	27.00%	N/A	N/A		
Measurable Skill Gains-Baseline	37.90%	37.9%	N/A	N/A	20%	26%

Performance and Effectiveness of the Local Fiscal Agent

In accordance with WIOA Section 107(d)(12)(B)(i)(II), the South Central TN Development District (SCTDD), has been selected as the local fiscal agent for the WIOA grant funds by a Consortium of Chief Elected Officials (CEO). According to the agreement between the Local Elected Officials and SCTDD, as the selected fiscal agent entity, SCTDD’s responsibilities include:

- (1) Ensuring fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA and corresponding Federal Regulations and State Policies;
- (2) Maintaining proper accounting records and adequate documentation;
- (3) Conducting financial monitoring of service providers; and
- (4) Ensuring independent audits of all employment and training programs.

SCTDD is committed to the responsible stewardship of its resources and to maintaining a work environment that promotes ethical and honest behavior. To accomplish this, SCTDD has established and implemented internal control systems and procedures to prevent and detect irregularities, including fraud, waste and abuse:

- (1) Internal Audit – Staff conducting Internal Audits are responsible for assessing the adequacy and effectiveness of internal controls that are implemented by management and will often recommend control improvements as a result of this assessment. During an audit of a department or process, the staff conducting the Internal Audit will also perform tests designed to detect fraud, waste or abuse that may have occurred.
- (2) External Audits – SCTDD receives external audits through a contract under the direction of the Tennessee Department of Audit. One purpose of this type audit is to evaluate an organization’s internal controls, which will often result in recommendations for control improvements. External Auditors will also perform tests designed to detect fraud, waste or abuse that may have occurred.
- (3) Other Reviews – Various programs may be subject to audits or reviews by federal, state or other outside agencies based on the type of program, function or funding. The SCTDD is audited annually by the TN Department of Labor and Workforce Development’s Performance Accountability Review (PAR) team. Although audits and reviews may include assessments of internal controls, the primary responsibility for prevention and detection of fraud, waste or abuse belongs to management. Therefore, management should take steps to review internal controls whether or not audits are to be performed.

The SMTNWB monitors the results of such audits and other reviews in order to measure the performance and effectiveness of the local fiscal agent.

Performance and Effectiveness of Eligible Providers

In the State of Tennessee, the Tennessee Department of Labor and Workforce Development (TDLWD) is charged by the State Workforce Development Board with the responsibility to develop and maintain the Eligible Training Provider List (ETPL). To receive funds under Title I of WIOA, a training provider must make application to the local Workforce Investment Board for approval to be included on the ETPL. The SMTNWB agrees to adopt the procedures and formats provided by TDLWD for accepting and processing applications for the ETPL. Said procedures include processes and formats for renewal applications for providers which have completed their period of initial eligibility, as well as for making initial application, and annual monitoring.

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Interested training provider applicants shall visit the Eligible Training Provider website at www.Jobs4TN.gov to register and complete the appropriate application forms as provided by TDLWD within the system. Applicants must provide all requested performance, cost, credentialing, articulation documentation, or other information requested by the Committee and/or the SMTNWB. Upon receipt of completed applications, the Operations Committee of the SMTNWB will review and make recommendation to the full board or its Executive Committee for approval, denial or other additional/subsequent consideration. The Operations Committee, other committees of the board, or members may request any additional information from the applicant institution deemed necessary. The full board will review and approve applicants which are deemed to have met the criteria outlined in WIOA Subtitle B, Chapter 1, Section 122. If approved, the SMTNWB will submit appropriate information and recommendation for addition to the Statewide Eligible Training Provider List in the Jobs4TN system.

Eligible Training Providers are accountable to established performance standards in accordance with Workforce Services Policy – Eligible Training Provider List and renewal applications must provide required performance data in order to remain on the ETPL. According to the policy, providers on the ETPL are required to submit performance reports to the State, which must contain individual level data for all participants in programs offered by the Eligible Training Provider that have serviced at least one student with the assistance of WIOA funding. Performance reporting is required for credential attainment, employment rates during 2nd and 4th quarters after exit, and median earnings during 2nd quarter after exit for all students as well as for WIOA participants.

Employers who are awarded OJT contracts will have performance periodically reviewed by the Business Services Team to ensure placement and retention standards, in accordance with the federal performance measure, are met and warrant continued approval of new OJT contracts and slots. Any employers who are found to have a pattern of failure regarding completion or retention of participants will discuss the contributing factors with a Business Services Team member to develop corrective action plans, if appropriate, in order to remain a provider of OJT.

Performance and Effectiveness of the AJC Delivery System

In addition to closely monitoring attainment of the federal performance measures as described above, to measure the performance and effectiveness of the AJC delivery system in the local area, the board utilizes an American Job Center survey and an Employer survey. Notice regarding the American Job Survey is posted in each center. Survey cards are also made available to each job seeker, who has the option of completing the survey and placing it into a locked collection box, or electronically completing the survey via a link on resource computers. Survey cards placed into the collection box are keyed by One Stop Operator staff. Business customers are provided a link to complete a survey online or a paper job fair survey to complete. Both job seeker and employer surveys are shared and reviewed so that results can be analyzed, and appropriate action taken. Customer success stories are highlighted at local board meetings, on social media accounts and the center's website.

The VOS Greeter Report and various reporting features of the Virtual One-Stop (VOS), or Jobs4TN, allow leaders of the local One-Stop system to monitor customer traffic and caseloads to ensure the AJC, including contractors, have sufficient staffing to provide the needed level of customer service. If needed, staff may be asked to work in an AJC outside of their home office or regular working hours to ensure Centers are prepared to administer services to customers as needed. AJC staff utilize work experience and volunteer programs available through partner programs such as Temporary Assistance for Needy Families (TANF) and sometimes hire temporary staff to assist in delivering services if needed. The AJC focuses on streamlining and maximizing services to ensure all provisions under WIOA are implemented.

B. Based on the assigned level of responsibility, determined by the RPC, for the LWDB to meet State and Local Performance Measures (Key Performance Indicators):

a. Explain how the measures will be monitored and progress will be tracked towards meeting the negotiated measures and how that information will be reported to the LWDB.

Southern Middle will continue to monitor and track our performance progress to meet the negotiated measures and report the information to the Board. State and Local Performance Measures are tracked on a quarterly basis, but we can make a move to track them on a monthly basis using the following methods:

- Monthly reports indicating enrollments, exits, and follow-ups completed.

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- Quarterly reports presented to the Board showing actual vs. planned enrollments and expenditures
- Quarterly WIOA Performance Reports are provided at committee meetings and discussed at full board meetings

The LWDB’s responsibility towards meeting the Middle TN region’s Key Performance Indicators (KPIs), as determined by the Regional Planning Council (RPC), is a shared responsibility among all partners included in the KPIs under the direction of the LWDB and OSO. Quarterly, the LWDB staff and OSO run reports in VOS along with working with Ben Passino from TDLWD, to identify results for the quarter. The OSO also works with other partners to collect results for their goals. The results are compiled and presented to the full LWDB at quarterly meetings. Federal performance reports are also shared with the LWDB quarterly. A Partner Dashboard and Performance Dashboard are developed quarterly and shared with the core partners and LWDB. The chart below is made from KPI data provided by TDLWD

Key Performance Indicators	Goal	Actual	Difference from Goal	% of Goal Met
(January - March 2020)				
Adult/Dislocated Worker New Enrollments	132	106	-26	80.30%
Youth New Enrollments	37	56	19	151.40%
Wagner-Peyser New Enrollments	721	355	-366	49.20%
RESEA Co-Enrollments	21	16	-5	76.20%
SNAP E&T New Enrollments	25	20	-5	80.00%
TAA Co-Enrollments	50%	16.90%	-33.10%	33.80%
Jobs for Veterans State Grants New Enrollment	11	10	-1	91%
Migrant and Seasonal Farmworker New Enrollment	9	13	4	144.40%
Re-Entry New Enrollments (all partners)	61	14	-47	23%
Adult Ed.-South Central TN Workforce Alliance (7/1/19-6/30/20) Basic Education	290	267	-23	92.10%
Adult Ed.-South Central TN Workforce Alliance (7/1/19-6/30/20) English Literacy and Civics Enrollment	2	9	7	450.00%

Technical Requirements, Assurances, and Evaluation

This chapter includes the technical requirements and assurances that are required by the Workforce Innovation and Opportunity Act.

A. Physical and Programmatic Accessibility

- **Describe how entities within the one-stop delivery system, including one-stop operators and the one-stop partners, will comply with WIOA Sec. 188 and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding the physical and programmatic accessibility of facilities, programs and services, technology and materials for individuals with disabilities, including providing staff training and support for addressing the needs of individuals with disabilities. Include specific arrangements that have been implemented to ensure services are accessible to all.**

Reasonable accommodations are provided for all aspects of a customer’s experience in the AJCs. Accommodations are made according to the individual’s need in order to ensure that he/she receives equal benefits from the program or activity, will be able to compete fairly in educational work settings, and in general, to have an equal opportunity. This will ensure that individuals with barriers to employment, including individuals with disabilities, can access available services the require partners will, as established in the MOU:

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- Ensure compliance with ADA requirements when locating to a new building or when repairs are needed;
- Maintain the above named accommodations, or ones similar, and others on an as-needed basis;
- Offer referrals to provide customers with a comprehensive set of services, including accommodations;
- Maintain an Equal Opportunity Officer for the LWDA to ensure compliance with all appropriate legislation
- Provide training to staff on a routine basis

Auxiliary aids are available upon request to individuals with disabilities. Partners ensure that services are available to populations with barriers to employment by actively conducting outreach targeting these populations in coordination with one another. The customer will be referred to the most appropriate partner to provide services based on the customer's needs and available services.

All American Job centers have been certified by the state Department of Labor and Workforce Development. The certification requires an extensive evaluation via state Policy 18-3 that requires an accessibility evaluation by a Vocational Rehabilitation Representative who conducts a thorough analysis of physical accessibility of the LSMWB as well as being a partner the centers. All AJCs are devoted to accessibility based upon WIOA Sec 188, and all centers have passed certification as well as the external VR inspection. Staff conducts spot training to other staff partners on such areas as disability etiquette. DVOP staffs are available throughout the system to assist veterans with disabilities and all staff has been trained to assist veterans with disabilities is DVOP staff is not available. An array of electronic devices is available for those with some physical disabilities to better access information, assistance and educational opportunities.

B. Fiscal Management

- **Identify the entity responsible for the disbursement of grant funds described in WIOA as determined by the chief elected official or the Governor under WIOA.**

On July 19, 2018 South Central Tennessee Development District was appointed by the Chief Elected Official as the Administrative entity for the Southern Middle Tennessee Local Workforce Board. SCTDD was selected by the Chief Local elected Official via the Interlocal Agreement as the Fiscal Agent and Administrative Entity for the Board and to act as the sub recipient. The Fiscal Agent has signed the agreement and understands the responsibilities and liabilities of the role as the sub recipient as described in WIOA Section 107(d)(12)(B)(I)(II). All contacts between the CLEO and Fiscal Agent have clear defined roles and responsibilities and follow the functions of 20 CFR 679.420. The LSMWB follows the procurement of goods and services obtained with WIOA funds, as set forth in the requirements provided by the Office of Management and Budget, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for 23Federal Awards Final Rule Title 2 of the Code of Federal Regulations 2CFR200. The attached Procurement Policy is the guidance followed by the LSMWB and will remain consistent with WIOA sections 107 and 121 as well as being in agreement with the CLEO in his selection of the One Stop Operator and the Title I Career Service Providers. When the selection of a service provider is required the LSMWB will issue a Request for Proposal and conduct the outreach and handle proposals for the Board's One Stop Operator and Career Service Provider. The RFP will follow guidelines of the procurement policy as well as WIOA section 121 and applicable TN Sunshine Laws and state policies. The selected contractors by the Board will enter into contracts with the Fiscal Agent.

- **Provide a copy of the local procurement policies and procedures and describe the competitive procurement process that will be used to award the sub-grants and contracts for WIOA Title I activities.**

See Attached documentation

- **Describe how the LWDA will meet the required 40 percent minimum participant cost rate (MPCR)**

The LSMWB, via the One Stop Operator and Career Services Provider tracks MPCR and reports outcomes to the Operations Committee of the Board. LSMWB will monitor expenditures and activities to ensure measurable benchmarks and indicators are on track to meet the expected outcome of the minimum participant cost rate (MPCR). The Fiscal Agent shall take reasonable steps to ensure that the organization's compliance is followed. The OSO reports performance numbers monthly and quarter to the SCTDD WIOA Program Director. Quarterly a dashboard report that includes all performance measures is shared with the local board.

C. Budget Information and Supporting Materials

- **Provide a detailed budget that lists the sources and uses of Tennessee Department of Labor and Workforce Development (TDLWD) pass-through funds and all non-Federal matching funds.**
- **Provide a budget narrative that includes a detailed explanation of expenditures by the line items listed on Standard Form 424A. Include purpose of travel and supply/equipment lists, and describe expenses in the 'other' line item, if applicable.**
- **If the budget includes personnel or contractual expenses (cash or in-kind resources), estimate the number of hours/days and hourly rate (or portion of FTE and salary) for the time that is expected to be spent on the proposed project by key personnel, contractors, or consultants.**
- **If budget includes land or buildings, provide an MAI appraisal or comparable appraisal.**
- **Identify each non-TDLWD funding source as federal, state, local, or private. Include a letter of commitment from each funding source that specifies the amount of funds committed and the kind of funds committed (grant, loan, cash, in-kind, etc.).**
- **Provide a description of leveraged funds to include any fee based and/or revenue generated.**
- **Provide descriptions of in-kind resources, including the methods used to determine their value.**
- **Enclose pertinent supporting materials, as applicable. This response should not include form letters.**

BUDGET NARRATIVE

TOTAL GRANT AMOUNT-\$3,165,271

CONTRACTUAL TOTAL- \$2,398,571 LOCAL WORKFORCE BOARD – \$766,700



Local Workforce Development Board & Career Services Infrastructure Cost:

Total - \$ 766,700

(a) Policy 03 Line (1) Salary - \$ 257,297.72 – Personnel costs represent salaries of staff associated with this project including the Director, WIOA Fiscal, Compliance Coordinator, Disaster Coordinators and Business Services.

Position	FTE	Annual Salary	% Project Time	Annual Project Amt.
Director	1	\$58,421.00	100%	\$58,421.00
Compliance Officer	1	\$35,000.00	100%	\$35,000.00
WIOA Fiscal	1	\$51,500.00	25%	\$12,875.00
Disaster Recovery / Support Staff	3	\$65,647.00	100%	\$65,647.00
Business Services	2	\$85,354.72	100%	\$85,354.72

(b) Policy 03 Line (2) Benefits & Taxes - \$121,081.28 – Fringe benefits are computed on an allocation basis for staff included under personnel costs. Items include health, dental, and vision insurance, disability insurance, unemployment and worker’s compensation and mandatory employer match on federal employment taxes, and retirement costs.

(c) Policy 03 Line (11,12) Travel, Conferences & Meetings - \$18,000.00 – Travel includes direct travel costs for staff and is reimbursed at the designated state mileage rate. Per Diem is also included. Includes costs for travel for project meetings, events, conferences and training.

(e) Policy 03 Line (5,6,7,8,9,10) Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications- \$30,000.00 – Costs include, but are not limited to, necessary paper, postage, supplies, etc. required to carry out the responsibilities of this project. All expenses in this category will be related to carrying out the program.

- \$4,900 - Supplies: Business cards, folders, desk calendars, notebooks pencils, laptop case, monitors, clips, binders, ink cartages, usb’s,
- \$6,000 - Quickbooks & Supporting software
- \$9,000 - Laptop and Monitor
- \$3,500 -Advertising, Printing & Publications
- \$6,600 -Telephone & Fax

(h) Policy 03 Line (5,6,7,8,9,10) Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications- \$268,429 Infrastructure cost from approved IFA.

(j) Policy 03 Line (22) Indirect Costs / Admin Cost- \$71,892 – Allocation of actual administrative expenditures under an approved method granted from the cognizant agency.

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Career Services /OSO/ Youth/Participant Support Service Costs

(f) CONTRACTUAL TOTAL- \$2,398,571

(f) Policy 03 Line (4,15) Professional Fee / Grant Award – \$612,000 Provider contract for Career Services /OSO/ Youth/Participant Support Service Costs.

(f) Policy 03 Line (4,15) Professional Fee / Grant Award - \$305,000 Consultants & Security contract for American Job Centers.

(f) Policy 03 Line (4,15) Professional Fee / Grant Award - \$1,231,571 Funds to assists participants with tuition, books, travel, childcare, dental, vision, paid work experience and others items as approved.

(f) Policy 03 Line (4,15) Professional Fee / Grant Award - \$250,000 Funds to assist business and employees to upgrade work skills.

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. WIOA ADULT ACTIVITIES	17.258	\$	\$	\$ 1,282,022.71	\$	\$ 1,282,022.71
2. WIOA DISLOCATED WORKER ACTIVITIES	17.278			895,866.59		895,866.59
3. WIOA YOUTH FORMULA	17.259			933,381.70		933,381.70
4. WIOA RESEA UNEMPLOYMENT INSURANCE STATE ADMIN	17.225			54,000.00		54,000.00
5. Totals		\$	\$	\$ 3,165,271.00	\$	\$ 3,165,271.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) WIOA ADULT ACTIVITIES	(2) WIOA DISLOCATED WORKER ACTIVITIES	(3) WIOA YOUTH FORMULA	(4) WIOA RESEA UNEMPLOYMENT INSURANCE STATE ADMIN	
a. Personnel	\$ 126,075.88	\$ 54,032.52	\$ 77,189.32	\$	\$ 257,297.72
b. Fringe Benefits	59,329.83	25,427.07	36,324.38		121,081.28
c. Travel	8,820.00	3,780.00	5,400.00		18,000.00
d. Equipment					
e. Supplies	14,700.00	6,300.00	9,000.00		30,000.00
f. Contractual	906,339.79	734,859.91	703,371.30	54,000.00	2,398,571.00
g. Construction					
h. Other	131,530.21	56,370.09	80,528.70		268,429.00
i. Total Direct Charges (sum of 6a-6h)	1,246,795.71	880,769.59	911,813.70	54,000.00	\$ 3,093,379.00
j. Indirect Charges	35,227.00	15,097.00	21,568.00		\$ 71,892.00
k. TOTALS (sum of 6i and 6j)	\$ 1,282,022.71	\$ 895,866.59	\$ 933,381.70	\$ 54,000.00	\$ 3,165,271.00
7. Program Income	\$	\$	\$	\$	\$

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. WIOA ADULT ACTIVITIES	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9. WIOA DISLOCATED WORKER ACTIVITIES	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
10. WIOA YOUTH FORMULA	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
11. WIOA RESEA UNEMPLOYMENT INSURANCE STATE ADMIN	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
12. TOTAL (sum of lines 8-11)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text" value="3,165,271.00"/>	\$ <input type="text" value="791,317.75"/>	\$ <input type="text" value="791,317.75"/>	\$ <input type="text" value="791,317.75"/>	\$ <input type="text" value="791,317.75"/>
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15. TOTAL (sum of lines 13 and 14)	\$ <input type="text" value="3,165,271.00"/>	\$ <input type="text" value="791,317.75"/>	\$ <input type="text" value="791,317.75"/>	\$ <input type="text" value="791,317.75"/>	\$ <input type="text" value="791,317.75"/>

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. WIOA ADULT ACTIVITIES	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
17. WIOA DISLOCATED WORKER ACTIVITIES	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18. WIOA YOUTH FORMULA	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
19. WIOA RESEA UNEMPLOYMENT INSURANCE STATE ADMIN	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
20. TOTAL (sum of lines 16 - 19)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: <input type="text"/>	22. Indirect Charges: <input type="text"/>
23. Remarks: <input type="text"/>	

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D. Describe a planned or existing approach regarding which local strategies will be financed by the transfer of Title I workforce funds, including the maximum dollar amount and/or percentage that is authorized to be transferred on an annual basis:

- **To transfer funds between the adult and dislocated worker funding streams.**
- **To use funds for incumbent worker training as outlined in WIOA Sec. 134(d)(4)(A)(i).**
- **To use funds for transitional jobs as outlined in WIOA Sec. 134(d)(5).**

According to WIOA Section 133, the Board may transfer up to 100% of the funds between the Adult allocation and the Dislocated Worker funding allocation. The request to transfer these funds must be based on areas such as, but not limited to; current labor market information, performance data, comparison and analysis of adult priority of service population compared to dislocated workers either long term unemployed or mass layoffs, recruitment efforts within the AJC system or average cost per participant. The transfer request once motioned by the operations committee of the Board then goes to the full Board for approval.

The Board can also use no more than 20% of its funds to pay for shared costs of Incumbent Worker trainings according to WIOA section 134(d)(4)(A)(i). For the Board to authorize these funds for Incumbent Worker training the Board takes into account factors such as the employer's competitiveness, characteristics of the employees to be trained, the wage and benefits to the employees and other factors. The guidance the Board uses for Incumbent Worker Training is found in policy of the Board entitled Consolidated Business Grant Policy, which outlines Apprenticeship, OJT and IWT programs that the Board may/may not authorize.

Twenty percent of funding can be used for transitional jobs. WIOA funding for transitional jobs allow those with barriers the opportunity to establish a work history, demonstrate work success and development new skills.

The SMLWDB maintains the Interlocal Agreement to include Addendum One and Partnership Agreement with the 13 County Mayors/County Executives. The American Job Center Partners via the MOU and Infrastructure Agreement, its subcontractors as well as the subcontractor agreements such as South Central Human Resource Agency (SCHRA) delivering seamless services to the job seeker as well as business and industry.

E. Provide copies of executed cooperative agreements (as applicable) which define how all local service providers, including additional providers, will carry out the requirements for integration of and access to the entire set of services available in the local one-stop system, with respect to efforts that will enhance the provision of services to individuals with disabilities.

- **This may include cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers and other efforts at cooperation, collaboration and coordination.**

Please see attached documents.

F. Provide copies of Title VI trainings to all service providers, One Stop Operators, and LWDA Staff.

Title VI Training has been provided to all AJC staff, via video link at https://www.youtube.com/embed/KFuEF_gakIQ. Please see attached training sign-in sheets for confirmation.

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PY 2020 State Performance Targets

Wagner Peyser	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Reportable Individuals	NA					
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	69.00%					
Employment Rate 4th Quarter after exit	66.00%					
Median Earnings 2nd Quarter after exit	\$4,700					
Repeat Business Customer Rate	Baseline					
Employer Penetration Rate	Baseline					
ADULT	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	82.00%					
Employment Rate 4th Quarter after exit	82.00%					
Median Earnings 2nd Quarter after exit	\$6,650					
Credential Attainment Rate	63.00%					
Measurable Skills Gains	52.00%					
DISLOCATED WORKER	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	82.00%					
Employment Rate 4th Quarter after exit	82.00%					
Median Earnings 2nd Quarter after exit	\$7,600					
Credential Attainment Rate	66.00%					
Measurable Skills Gains	48.00%					

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YOUTH	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	76.00%					
Employment Rate 4th Quarter after exit	75.00%					
Median Earnings 2nd Quarter after exit	\$3,300					
Credential Attainment Rate	69.00%					
Measurable Skills Gains	45.00%					
Vocational Rehabilitation	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Participants						
Exiters	NA					
Employment Rate 2nd Quarter after exit	Baseline					
Employment Rate 4th Quarter after exit	Baseline					
Median Earnings 2nd Quarter after exit	Baseline					
Credential Attainment Rate	Baseline					
Measurable Skills Gains	23%					
Adult Education	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	40%					
Employment Rate 4th Quarter after exit	37%					
Median Earnings 2nd Quarter after exit	\$3,640					
Credential Attainment Rate	27%					
Measurable Skills Gains	37.9%					

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Jobs for Veterans State Grant	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit						
Employment Rate 4th Quarter after exit						
Median Earnings 2nd Quarter after exit						
TAA	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	Baseline					
Employment Rate 4th Quarter after exit	Baseline					
Median Earnings 2nd Quarter after exit	Baseline					
Credential Attainment Rate	Baseline					
Measurable Skills Gains	Baseline					
The TAA program runs a quarter behind the reported data here.						
NDWG	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	Baseline					
Employment Rate 4th Quarter after exit	Baseline					
Median Earnings 2nd Quarter after exit	Baseline					
Credential Attainment Rate	Baseline					
Measurable Skills Gains	Baseline					

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PY 2021 State Performance Targets

		Rolling 4 Quarters	Rolling 4 Quarters	Rolling 4 Quarters	Rolling 4 Quarters	Annual
Wagner Peyser	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Reportable Individuals	NA					
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	69.50%					
Employment Rate 4th Quarter after exit	67.00%					
Median Earnings 2nd Quarter after exit	\$4,800					
Repeat Business Customer Rate	Baseline					
Employer Penetration Rate	Baseline					
ADULT	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	82.5%					
Employment Rate 4th Quarter after exit	82.5%					
Median Earnings 2nd Quarter after exit	\$6,680					
Credential Attainment Rate	63.5%					
Measurable Skills Gains	53.0%					

Local Plan 2020

DISLOCATED WORKER	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	82.50%					
Employment Rate 4th Quarter after exit	82.50%					
Median Earnings 2nd Quarter after exit	\$7,650					
Credential Attainment Rate	67.00%					
Measurable Skills Gains	49.00%					
YOUTH	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	77.00%					
Employment Rate 4th Quarter after exit	76.00%					
Median Earnings 2nd Quarter after exit	\$3,400					
Credential Attainment Rate	70.00%					
Measurable Skills Gains	47.00%					
Vocational Rehabilitation	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	Baseline					
Employment Rate 4th Quarter after exit	Baseline					
Median Earnings 2nd Quarter after exit	Baseline					
Credential Attainment Rate	Baseline					
Measurable Skills Gains	26%					

Local Plan 2020

	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Adult Education						
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	40%					
Employment Rate 4th Quarter after exit	37%					
Median Earnings 2nd Quarter after exit	\$3,640					
Credential Attainment Rate	27%					
Measurable Skills Gains	37.9%					
Jobs for Veterans State Grant						
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit						
Employment Rate 4th Quarter after exit						
Median Earnings 2nd Quarter after exit						

	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
TAA						
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	Baseline					
Employment Rate 4th Quarter after exit	Baseline					
Median Earnings 2nd Quarter after exit	Baseline					
Credential Attainment Rate	Baseline					
Measurable Skills Gains	Baseline					
The TAA program runs a quarter behind the reported data here.						

Local Plan 2020

NDWG	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	Baseline					
Employment Rate 4th Quarter after exit	Baseline					
Median Earnings 2nd Quarter after exit	Baseline					
Credential Attainment Rate	Baseline					
Measurable Skills Gains	Baseline					

*****Local Targets will be negotiated by September 2021**

		Rolling 4 Quarters	Rolling 4 Quarters	Rolling 4 Quarters	Rolling 4 Quarters	Annual
Wagner Peyser	Local Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Reportable Individuals	TBD					
Participants	TBD					
Exiters	TBD					
Employment Rate 2nd Quarter after exit	TBD					
Employment Rate 4th Quarter after exit	TBD					
Median Earnings 2nd Quarter after exit	TBD					
Repeat Business Customer Rate	TBD					
Employer Penetration Rate	TBD					

ADULT	Local Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	TBD					
Exiters	TBD					
Employment Rate 2nd Quarter after exit	TBD					
Employment Rate 4th Quarter after exit	TBD					
Median Earnings 2nd Quarter after exit	TBD					
Credential Attainment Rate	TBD					
Measurable Skills Gains	TBD					

DISLOCATED WORKER	Local Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	TBD					
Exiters	TBD					
Employment Rate 2nd Quarter after exit	TBD					
Employment Rate 4th Quarter after exit	TBD					
Median Earnings 2nd Quarter after exit	TBD					
Credential Attainment Rate	TBD					
Measurable Skills Gains	TBD					

YOUTH	Local Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	TBD					
Exiters	TBD					
Employment Rate 2nd Quarter after exit	TBD					
Employment Rate 4th Quarterafter exit	TBD					
Median Earnings 2nd Quarterafter exit	TBD					
Credential Attainment Rate	TBD					
Measurable Skills Gains	TBD					

Vocational Rehabilitation	Local Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	TBD					
Exiters	TBD					
Employment Rate 2nd Quarter after exit	TBD					
Employment Rate 4th Quarterafter exit	TBD					
Median Earnings 2nd Quarterafter exit	TBD					
Credential Attainment Rate	TBD					
Measurable Skills Gains	TBD					

Adult Education	Local Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	TBD					
Exiters	TBD					
Employment Rate 2nd Quarter after exit	TBD					
Employment Rate 4th Quarterafter exit	TBD					
Median Earnings 2nd Quarterafter exit	TBD					
Credential Attainment Rate	TBD					
Measurable Skills Gains	TBD					

Jobs for Veterans State Grant	Local Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	TBD					
Exiters	TBD					
Employment Rate 2nd Quarter after exit	TBD					
Employment Rate 4th Quarter after exit	TBD					
Median Earnings 2nd Quarter after exit	TBD					

TAA	Local Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	TBD					
Exiters	TBD					
Employment Rate 2nd Quarter after exit	TBD					
Employment Rate 4th Quarterafter exit	TBD					
Median Earnings 2nd Quarterafter exit	TBD					
Credential Attainment Rate	TBD					
Measurable Skills Gains	TBD					
The TAA program runs a quarter behind the reported data here.	TBD					

NDWG	Local Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	TBD					
Exiters	TBD					
Employment Rate 2nd Quarter after exit	TBD					
Employment Rate 4th Quarter after exit	TBD					
Median Earnings 2nd Quarter after exit	TBD					
Credential Attainment Rate	TBD					
Measurable Skills Gains	TBD					

Wagner Peyser	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Reportable Individuals	NA					
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	69.00%					
Employment Rate 4th Quarter after exit	66.00%					
Median Earnings 2nd Quarter after exit	\$4,700					
Repeat Business Customer Rate	Baseline					
Employer Penetration Rate	Baseline					

ADULT	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	82.00%					
Employment Rate 4th Quarter after exit	82.00%					
Median Earnings 2nd Quarter after exit	\$6,650					
Credential Attainment Rate	63.00%					
Measurable Skills Gains	52.00%					

DISLOCATED WORKER	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	82.00%					
Employment Rate 4th Quarter after exit	82.00%					
Median Earnings 2nd Quarter after exit	\$7,600					
Credential Attainment Rate	66.00%					
Measurable Skills Gains	48.00%					

YOUTH	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	76.00%					
Employment Rate 4th Quarter after exit	75.00%					
Median Earnings 2nd Quarter after exit	\$3,300					
Credential Attainment Rate	69.00%					
Measurable Skills Gains	45.00%					

Vocational Rehabilitation	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Participants						
Exiters	NA					
Employment Rate 2nd Quarter after exit	Baseline					
Employment Rate 4th Quarter after exit	Baseline					
Median Earnings 2nd Quarter after exit	Baseline					
Credential Attainment Rate	Baseline					
Measurable Skills Gains	23%					

Adult Education	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	40%					
Employment Rate 4th Quarter after exit	37%					
Median Earnings 2nd Quarter after exit	\$3,640					
Credential Attainment Rate	27%					
Measurable Skills Gains	37.9%					

Jobs for Veterans State Grant	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit						
Employment Rate 4th Quarter after exit						
Median Earnings 2nd Quarter after exit						

TAA	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	Baseline					
Employment Rate 4th Quarter after exit	Baseline					
Median Earnings 2nd Quarter after exit	Baseline					
Credential Attainment Rate	Baseline					
Measurable Skills Gains	Baseline					
The TAA program runs a quarter behind the reported data here.						

NDWG	State Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	Baseline					
Employment Rate 4th Quarter after exit	Baseline					
Median Earnings 2nd Quarter after exit	Baseline					
Credential Attainment Rate	Baseline					
Measurable Skills Gains	Baseline					

Rolling 4 Quarters Rolling 4 Quarters Rolling 4 Quarters Rolling 4 Quarters Annual

Wagner Peyser	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	Annual
Reportable Individuals	NA					
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	69.50%					
Employment Rate 4th Quarter after exit	67.00%					
Median Earnings 2nd Quarter after exit	\$4,800					
Repeat Business Customer Rate	Baseline					
Employer Penetration Rate	Baseline					

ADULT	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	82.5%					
Employment Rate 4th Quarter after exit	82.5%					
Median Earnings 2nd Quarter after exit	\$6,680					
Credential Attainment Rate	63.5%					
Measurable Skills Gains	53.0%					

DISLOCATED WORKER	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	82.50%					
Employment Rate 4th Quarter after exit	82.50%					
Median Earnings 2nd Quarter after exit	\$7,650					
Credential Attainment Rate	67.00%					
Measurable Skills Gains	49.00%					

YOUTH	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	77.00%					
Employment Rate 4th Quarter after exit	76.00%					
Median Earnings 2nd Quarter after exit	\$3,400					
Credential Attainment Rate	70.00%					
Measurable Skills Gains	47.00%					

Vocational Rehabilitation	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	Baseline					
Employment Rate 4th Quarter after exit	Baseline					
Median Earnings 2nd Quarter after exit	Baseline					
Credential Attainment Rate	Baseline					
Measurable Skills Gains	26%					

Adult Education	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	40%					
Employment Rate 4th Quarter after exit	37%					
Median Earnings 2nd Quarter after exit	\$3,640					
Credential Attainment Rate	27%					
Measurable Skills Gains	37.9%					

Jobs for Veterans State Grant	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit						
Employment Rate 4th Quarter after exit						
Median Earnings 2nd Quarter after exit						

TAA	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	Baseline					
Employment Rate 4th Quarterafter exit	Baseline					
Median Earnings 2nd Quarterafter exit	Baseline					
Credential Attainment Rate	Baseline					
Measurable Skills Gains	Baseline					
The TAA program runs a quarter behind the reported data here.						

NDWG	State Negotiated Target PY21	Actual PY 21 Q1	Actual PY 21 Q2	Actual PY 21 Q3	Actual PY 21 Q4	
Participants	NA					
Exiters	NA					
Employment Rate 2nd Quarter after exit	Baseline					
Employment Rate 4th Quarter after exit	Baseline					
Median Earnings 2nd Quarter after exit	Baseline					
Credential Attainment Rate	Baseline					
Measurable Skills Gains	Baseline					

Federal Performance Indicator	Adult Education		Wagner-Peyser		Voc. Rehab.	
	2020	2021	2020	2021	2020	2021
Employment Rate, 2nd Quarter After Exit	40.00%	40.00%	69.00%	69.50%	Baseline	
Employment Rate, 4th Quarter After Exit	37.00%	37.00%	66.00%	67.00%		
Median Earnings, 2nd Quarter After Exit	\$3,640	\$3,640	\$4,700	\$4,800		
Credential Attainment, w/l 4 Quarters After Exit	27.00%	27.00%	N/A	N/A		
Measurable Skill Gains-Baseline	37.90%	37.90%	N/A	N/A	23%	26%

Federal Performance Indicator	Adult		Dislocated Worker		Youth	
	2020	2021	2020	2021	2020	2021
Employment Rate, 2nd Quarter After Exit	82.00%	82.50%	82.00%	82.50%	76.00%	77.00%
Employment Rate, 4th Quarter After Exit	82.00%	82.50%	82.00%	82.50%	75.00%	76.00%
Median Earnings, 2nd Quarter After Exit	\$6,650	\$6,680	\$7,600	\$7,650	\$3,300	\$3,400
Credential Attainment, w/l 4 Quarters After Exit	63.00%	63.50%	66.00%	67.00%	69.00%	70.00%
Measurable Skill Gains-Baseline	52.00%	53.00%	48.00%	49.00%	45.00%	47.00%

NDWG	Local Negotiated Target PY20	Actual PY 20 Q1	Actual PY 20 Q2	Actual PY 20 Q3	Actual PY 20 Q4		
Participants	TBD						
Exiters	TBD						
Employment Rate 2nd Quarter after exit	TBD						
Employment Rate 4th Quarter after exit	TBD						
Median Earnings 2nd Quarter after exit	TBD						
Credential Attainment Rate	TBD						
Measurable Skills Gains	TBD						

Workforce Services Policy

Eligible Training Provider List TN-WIOA (16-19)

Purpose:

This policy provides information and direction for the Eligible Training Provider process, eligibility, application procedures, the appeal process, dissemination of the list, and reporting requirements. This policy also builds upon and enhances the Tennessee Department of Labor and Workforce Development's Combined Strategic Plan.

Scope:

Office of the Governor, Tennessee Department of Labor and Workforce Development (TDLWD), Tennessee Department of Economic and Community Development (TDECD), Tennessee Department of Education (TDOE), Tennessee Eligible Training Providers List (ETPL), Department of Human Services (TDHS), Tennessee Department of State (TDS), Adult Education (AE), Rehabilitation Services (RS), Office of Registered Apprenticeship (RA), State Workforce Development Board (SWDB), Division of Workforce Services (WFS), Regional Council (RC), American Job Center (AJC), American Job Center Operator (AJC Operator), American Job Center Access Point (AJC Access Point), Workforce Innovation and Opportunity Act (WIOA), Local Workforce Development Boards (LWDBs), Local Workforce Development Areas (LWDAs), other Workforce System Subrecipients (Subrecipients), Workforce System Partners (Partners).

References:

20 CFR 663.530; 20 CFR 680.490; 20 CFR 683.630(b); TEGL 41-14; WIOA Section 107(g)(1);

WIOA Section 166(b); WIOA Section 167(i); WIOA Section 122(b)(1)(A); WIOA Section 122(b)(1)(E); WIOA Section 122(b)(2); WIOA Section 122(b)(2)-(b)(4)(D); WIOA Section

122(b)(4)(C)-(E); WIOA Section 122(c)(1); WIOA Section 122(c)(2); WIOA Section 122(d); WIOA

Sections 122(d)(1) and (d)(3); WIOA Section 122(f)(1)(C); WIOA Section 122(g); WIOA Section 122(f)(1)(B); WIOA Section 134(c)(3)(E)

Action:

In order to maximize customer choice and assure that all significant population groups are served, an Eligible Training Provider process must assure that significant numbers of competent Eligible Training Providers (ETPs), offering a wide variety of training programs and occupational choices, are available to customers. Eligible participants who need training use the

Eligible Training Provider List (ETPL) to make an informed choice. In this way, the ETPL helps to provide consumer choice, while also supporting increased performance accountability. Only those programs that are approved/listed on the State's ETPL are eligible for referral and enrollment of a Workforce Innovation and Opportunity Act (WIOA) customer.

I. Eligible Training Provider Access:

A. How to Apply to Become an Eligible Training Provider:

The following are the steps for ETPL placement in the State of Tennessee:

- i. The State will develop the procedures and a system for disseminating the ETPL (WIOA Sections 122[d][1] and [d][3]) and the Local Workforce Development Board (LWDB) must make these procedures available to ETPs.
- ii. Prospective ETPs must submit initial eligibility criteria including: training services to be offered, information addressing alignment of the training services with in-demand industry sectors and occupations to the extent possible, performance and cost information, and annually met performance levels on specified performance measures as required.
- iii. Minimum performance levels are established by the State. The LWDB may require higher levels on specified performance measures or may require additional measures and corresponding levels.
- iv. The State receives the information on approved ETPs by LWDBs. The State then compiles a single list (the ETPL) and disseminates the ETPL with performance and cost information to the LWDBs.
- v. Participants utilizing an Individual Training Account (ITA) must have the opportunity to select any of the approved ETPs and programs on the ETPL (WIOA Section 122[d]).
 - a) While participants can select from the complete ETPL, State and LWDB policies determine the funding amounts for each program. Thus, the LWDB may choose not to fund certain categories of training programs based on, but not limited to, the following reasons:
 - Lack of occupational demand for the LWDA
 - High tuition cost in comparison to comparable programs
 - Lack of a livable wage upon program completion

B. Training Provider Eligibility (TEGL 41-14):

To be eligible to receive funds, the training provider must meet at least one of the following requirements:

- i. A postsecondary educational institution that is eligible to receive Federal funds under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070 et. seq.) and provides a program that leads to an associate degree, baccalaureate degree, or certificate.
- ii. An entity that carries out programs under the National Apprenticeship Act of August 16, 1937; 50 Stat. 664, Chapter 663; 29 U.S.C. 50 et. seq.
- iii. Another public or private provider of a program of training services for the general public or specialized training for participant populations that face multiple barriers to employment such as providers directly associated with the Division of Rehabilitation Services, TN Department of Human Services. These populations include the following categories: low- income individuals with barriers to employment and people with disabilities.
- iv. LWDBs if they meet the conditions of WIOA Section 107(g)(1)
- v. Another public or private provider with demonstrated effectiveness providing training to a population that faces multiple barriers to employment. These populations include:
 - a) Displaced homemakers
 - b) Low-income individuals
 - c) Indians, Alaskan natives, and native Hawaiians, as such terms are defined in WIOA Section 166(b)
 - d) Individuals with disabilities, including youth who are individuals with disabilities
 - e) Older individuals
 - f) Ex-offenders
 - g) Homeless individuals (as defined in Section 41403(6) of the Violence Against Women Act of 1994 [42 U.S.C. 1404e-2(6) as amended in 2013]); or homeless children and youths (as H.R. 803-10 defined in Section 725[2] of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a[2] and Section 721).
 - h) Youth who are in or have aged out of the foster care system
 - i) Individuals who are English language learners, including individuals who have low levels of literacy and individuals facing substantial cultural barriers
 - j) Eligible migrant farmworkers, as defined in WIOA Section 167(i), and services to other low-income individuals

- k) Individuals within two (2) years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et. seq.)
- l) Single parents (including single pregnant women)
- m) Long-term unemployed individuals
- n) Other groups the Governor determines to have barriers to employment (WIOA Section 134[c][3][E])

C. Program of Training:

A program of training services should consist of one (1) of the following:

- i. One (1) or more courses or classes that, upon successful completion, leads to a certificate, an associate degree, or baccalaureate degree, or a competency or skill recognized by employers;
- ii. A training regimen that leads to competitive integrated employment for individuals with disabilities that provides individuals with additional occupational skills or competencies generally recognized by employers; or
- iii. Identical programs offered in different locations by the same training provider must be considered as one program, and will not require separate applications unless the regulatory agency uses location as a factor in defining a unique program.

D. ETPL Exceptions:

The following training activities are exempt from utilizing the ETPL process.

- i. On-the-Job training and Customized Training (as defined by WIOA)
 - a) Skill enhancement and workplace literacy are considered to be short-term prevocational and, therefore, are not defined as training services for the purposes of this policy.
 - b) Short-term prevocational services are not tied to a specific occupation and include course-like services such as Literacy and Adult Basic Education, Workplace Literacy, introductory computer classes, as well as development of learning skills, communication skills, interviewing skills, punctuality training, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training.
 - c) Community-based organizations and other private organizations providing training.

E. Registered Apprenticeship Programs (TEGL 41-14):

- i. Registered Apprenticeship programs are not subject to the same application, performance information requirements, or period of initial eligibility procedures as other providers because such programs have gone through a detailed application and vetting procedure to become Registered Apprenticeship programs, sponsored by the United States Department of Labor.
- ii. In collaboration with the State Director of Apprenticeship, the State will contact all current program sponsors at the time of this writing to elicit their interest in being part of the ETPL. The goal is to place as many Registered Apprenticeship programs on the ETPL as possible.
- iii. In collaboration with the State Director of Apprenticeship, the State will ascertain at least every two (2) years those ETPs that have lost their registration status.
- iv. The State will work in collaboration with the State Director of Apprenticeship to develop a simplified process for new Registered Apprenticeship programs to become part of the ETPL.
- v. Minimal information is required for Registered Apprenticeship programs for ETPL placement. The information required is outlined below:
 - a) Occupation(s) included within the registered apprenticeship program,
 - b) Name and address of the Registered Apprenticeship program sponsor,
 - c) Name and address of the provider of related instruction, including location of instruction if different from program sponsor's address,
 - d) Method and length of instruction, and
 - e) Number of active apprentices
- vi. Program sponsors that do not provide the related instruction component of a Registered Apprenticeship program may be required to provide additional information about their education provider, including the cost of instruction. This is the only time that cost information will be required for Registered Apprenticeship programs.
- vii. Registered Apprenticeship programs are exempt from performance and reporting-related requirements in order to enable these evidence-based programs to be placed on the ETPL with minimum burden.
- viii. Registered Apprenticeship programs with openings for new apprentices will automatically be considered a statewide demand occupation to facilitate WIOA funding support as appropriate.
- ix. A Registered Apprenticeship program on the ETPL will be available to every Local Workforce Development Area (LWDA) in the State.

- x. The only criterion that applies to apprenticeships is that they be registered as apprenticeship programs with the U.S. Department of Labor.

II. Initial Eligibility and Application Procedures

A. Initial Eligibility:

- i. All training providers are required to complete the outline application in order to be included on the statewide ETPL. The online application is reviewed by the LWDB to make the determination about placement onto the ETPL. After the LWDB votes to add the provider/program to the ETPL, it is then sent to the State for final review.

B. ETPL Application Procedure for All Prospective Eligible Training Providers Except Registered Apprenticeship Programs:

- i. Applications for initial eligibility must be initiated by the training provider by completing an online New Provider Application (WIOA Section 122[b][4][C]-[E])
- ii. The online application is first submitted to the LWDB for verification of completeness.
- iii. The LWDB must verify that the training provider is in compliance with all Tennessee regulations pertaining to training authorization.
- iv. In addition, the LWDB is required to verify that all of the required data elements for the ETP are complete before the applications are submitted for consideration.
 - a) If the ETP is not compliant or the application is incomplete, the LWDB must notify the training provider within fifteen (15) days of receiving the application and prepare the application to be reviewed at the next LWDB meeting.
 - b) If the ETP is compliant and its application is complete, the LWDB must review the application within five (5) days of receiving the necessary information.
 - c) The LWDB cannot send WIOA participants to new training providers until they are approved by a LWDB and the State office has been notified of the approval of the new provider.
- v. The LWDB will ensure that the ETP meets their local eligibility criteria and then will vote to decide if the ETP and the associated programs will be added to the ETPL.

- vi. ETPs must supply any supplemental information requested by the LWDB to assist in the initial eligibility decision.
- vii. Applications must be presented in the time and manner determined by the LWDB, i.e. some LWDBs may require a formal presentation before voting on the training provider and the associated programs. New training provider program applications may be submitted on any day of the year.
- viii. After the LWDB votes on the ETP's application, a written notification must be submitted to the State within thirty (30) days of the decision to add or deny the training provider placement on the ETPL.

C. Out-of-State Providers, Except Registered Apprenticeship Programs:

- i. ETPs that are headquartered outside of Tennessee who do not have in- state training facilities may apply to any LWDB where they wish to provide services. Applications must include all information required by these policies.
- ii. Reciprocal Agreements (WIDA Section 122[g]). Local Workforce Development Board can send a Tennessee WIDA participant to a provider located in a different State given that the training provider appears on the other State's ETPL.
- iii. Reciprocal Agreements are subject to the following guidelines:
 - a) Use of an out-of-state provider as part of a reciprocal agreement does not assure the ETP placement on the Tennessee ETPL.
 - b) If the ETP wants to appear on the Tennessee TEPL, it must complete the process for becoming an approved Tennessee ETP.
 - c) If the LWDB utilizes a training provider that does not appear on the Tennessee ETPL, it is the responsibility of the LWDB to track and report the necessary performance information needed for subsequent eligibility determinations. To fulfill this obligation, the LWDB must ensure that verification of enrollment, completion, and subsequent placement for ETPs are recorded in the State performance tracking system (currently Virtual One-Stop Data Management Tracking System [VOS]).

D. Out-of-Area Providers, Except Registered Apprenticeship Programs:

- i. If an ETP has a physical presence in the State, its ETPL application must be submitted to the LWDB covering the area where that training provider is headquartered or has its main campus.

- ii. Any LWDB can approve a satellite site for a training program so long as that training provider and program have been first approved by the LWDB in which the provider is headquartered.
- iii. Local Workforce Development Boards can approve training providers for the State ETPL when the training provider does not have a permanent training structure anywhere in Tennessee; in such a case, such providers are treated as out-of-state training providers.

III. Appeal of Local Workforce Development Board Denial:

A. Provider Application Denial:

- i. If a LWDB denies an ETP's initial application for listing on the ETPL, the LWDB must, within thirty (30) days from the date of determination, inform the ETP in writing, including the detailed reason(s) for the denial and complete information on the appeal process.

B. Reasons for Denial of Application for Initial Eligibility:

- i. The LWDB or the State may deny eligibility if the application from an ETP is not complete or not submitted within required time frame.
- ii. The LWDB or the State may deny eligibility if an applicant fails to meet the minimum criteria for initial listing specified in this policy (WIOA Section 122[c][1]).
- iii. The LWDB may deny eligibility if the training programs offered by the ETP do not lead to gainful employment in in-demand occupations as determined by a labor market analysis.
- iv. The LWDB may deny eligibility if the training program demographics (i.e. cost and length) are substantially higher (beyond fifty percent [50%]) than previously approved programs offering the same credential (within the past two [2] program years).
- v. The LWDB or the State may deny eligibility if it is determined that the applicant intentionally supplied inaccurate information (WIOA Section 122[f][1][B]).
- vi. The LWDB or the State may deny eligibility to a training provider who has been found to have substantially violated any WIOA requirements (WIOA Section 122[f][1][B]).

C. Appeals to the Local Workforce Development Board (WIOA Section 122(C)[1]):

- i. This procedure applies to appeals by ETPs to the LWDBs based on the denial of a ETP's application for the initial listing on the ETPL. The LWDB must establish an appeal procedure for providers of training to appeal a denial of eligibility that meets the requirements of 20 CFR 683.630(b). The LWDB must have a written appeal process that includes the following provisions:
 - a) A training provider wishing to appeal a decision by the LWDB must submit an appeal to the LWDB within thirty (30) days of the issuance of the denial notice. The appeal must be in writing and include a statement of the desire to appeal, specification of the program(s) in question, the reason(s) for the appeal (i.e. grounds), and the signature of the appropriate provider official.
 - b) The LWDB appeal process must grant the training provider the opportunity to directly address the reasons for their denial and do it either in writing or through an appeal hearing.
 - c) The LWDB must have one to three (1-3) impartial appeal officers who are responsible for re-evaluating the supplemental materials supplied by the ETP in addressing the initial reasons for denial. An impartial appeal officer may be any staff member uninvolved in the initial designation.
 - d) The LWDB will notify the ETP of the final decision made by the LWDB on an appeal within thirty (30) days of receipt of the appeal.
 - e) The LWDB appeal notification to the ETP must reference the process for filing a State appeal in the event that the ETP is not satisfied with the outcome of the local appeal.

D. Appeals to the State (WIOA Section 122[c][1]):

This procedure applies only to ETPs who have exhausted the appeal process of a LWDB and are dissatisfied with the LWDB's final decision.

- i. A training provider wanting to appeal to the State must submit an appeal request to the State within thirty (30) days from the LWDB's notification to the training provider of its final decision on an appeal. The request for an appeal to the State must be in writing and include a statement of the desire to appeal, specifications of the program(s) in question, the reason(s) for the appeal (i.e. grounds), and the signature of the appropriate provider official.

- ii. The State will promptly notify the appropriate LWDB when it receives a request for appeal. The State will also notify the appropriate LWDB when it makes the final decision on an appeal.
- iii. The State appeal process includes the opportunity for the appealing ETP to have a hearing. The hearing officer must be impartial. The hearing officer must provide written notice to the concerned parties of the date, time, and place of the hearing at least ten (10) calendar days before the scheduled hearing. Both parties must have the opportunity to: present oral and written testimony under oath, to call and question witnesses, to present oral and written arguments, to request documents relevant to the issue(s), and to be represented.
- iv. The five-member State appeals committee, chaired by the hearing officer, will administratively review the appeal, make a preliminary decision, and notify the ETP and the LWDB. The committee may either uphold or reverse the LWDB decision.
- v. The State appeals committee must render a decision within sixty (60) days from receiving the training provider's initial state-appeal request.

IV. Dissemination of the ETPL:

A. Statewide Dissemination and Customer Access:

- i. The State will ensure that the ETPL is accurate and current. The State must ensure that the updated list is available to all LWDBs (WIOA Section 122[d][1]) and to the general public through the State website wherever internet service is available.
- ii. The LWDB is responsible for ensuring that all American Job Center (AJC) staff members in the respective LWDBs have access to the ETPL, and are knowledgeable about utilizing the ETPL; the LWDB is also to ensure local access to the ETPL for customers within the AJCs (WIOA Section 122[d][1]).
- iii. The Local Workforce Development Board is responsible for ensuring that all American Job Center staff in the respective LWDBs do not allow WIOA participants to enroll in programs that do not appear on the ETPL.

V. Program Changes:

A. Adding New Programs (Previously Approved Providers):

- i. The ETP must submit the program using the online web application for addition to the ETPL.

- ii. The application materials are received electronically by the LWDB and reviewed for completeness.
 - a) All new programs must have prior authorization by the appropriate State authorizing agency (Tennessee Higher Education Commission, Tennessee Board of Regents, etc.) before they can be added to the ETPL.
- iii. After verification of completeness, the application materials are forwarded to the LWDB for its vote on whether to add the program to the ETPL.
- iv. After the LWDB has rendered a vote about the application material, its decision is communicated in writing to the State.
- v. All approvals from the LWDB are added to the ETPL by the State within three (3) business days.

B. Adding New Registered Apprenticeship Programs:

Registered Apprenticeship sponsors that want to add new programs to the ETPL must indicate their interest in being included on the list and must use the online web application to submit their programs.

C. Making Changes to Program Information:

- i. Revision(s) to already approved and existing program curriculums must first be approved by the appropriate State authorizing agency (Tennessee Higher Education Commission, Tennessee Board of Regents, etc.).
- ii. The Eligible Training Provider must submit the proper forms using the online web application to make changes on the ETPL.
- iii. Changes submitted by the ETP are subject to review by the Operator and the State.
 - a) Changes in program cost or length that are beyond twenty-five percent (25%) must be resubmitted to the LWDB for approval as a new program.
- iv. It is the responsibility of the ETP to ensure that information displayed on the ETPL is accurate.
 - a) ETPs with inaccurate information on the ETPL as discovered in conjunction with a Data Validation review or a Data Accuracy Report are subject to removal from the ETPL for a set suspension period or until all information is corrected (whichever occurs later).

D. Removing Programs from the ETPL:

- i. Any time after the initial program approval by the LWDB, the ETP - including Registered Apprenticeship programs - can request to have a program removed from the ETPL.
- ii. If a program is removed from the ETPL, with the exception of Registered Apprenticeship programs, the ETP is still required to submit quarterly performance reports until the last WIOA training participant completes or withdraws from the program.
- iii. Failure to submit the remaining quarterly performance reports will subject the ETP to the penalties detailed in Section Nine (9) of this policy.
- iv. If at any point after initial approval training is temporarily not offered or is permanently deleted from the ETP's selection of the programs, it must be removed from the ETPL within thirty (30) days of the institutional decision.

VI. Performance Data (Registered Apprenticeship Programs are Excluded):

A. Provider Quarterly Report Requirements:

- i. ETPs must provide the information necessary to determine program performance and to meet other requirements of the WIOA. The ETP must agree to make available verifiable data to validate any information submitted (WIOA Section 122[d][1]).
- ii. ETPs on the ETPL are required to submit quarterly performance reports to the State. The report must contain individual-level data for all participants in programs offered by the ETP that have serviced at least one (1) student with the assistance of WIOA funding.
- iii. The reports are due to the State on the specified due dates.
 - a) Quarterly report due dates: January 15th, April 15th, July 15th and October 15th of every year.
 - b) In the event that the due date falls on a State holiday or a weekend reports are due by the conclusion of the next business day.

VII. WIOA Eligible Training State Performance Measures:

The WIOA Participant Program Completion Rate measure outlined in Table 1 below will be available beginning of 2018. The performance measures will be reviewed annually by the Governor and the State Workforce Development Board.

Table 1: WIOA Eligible Training Provider State Performance Measures

Performance Measure	Implementation Year	Description
All Students Credential Attainment Rate	CY 2018	Total number of students who obtain a recognized post-secondary credential, or a secondary school diploma or its recognized equivalent during participation or 1 year after exit divided by the total number of students exiting the program (both completers and non-completers) within the 12 month reporting period
All Student* Employment Rate During 2nd Quarter After Exit	CY 2018	Total number of students exiting (both completers and non-completers) from the applicable program that were working in unsubsidized employment during the 2nd quarter subsequent to the exit quarter (the calendar quarter containing the exit or completion date), divided by the total number of students exiting the program.
All Student* Employment during 4th Quarter After Exit	CY 2018	Total number of students exiting (both completers and non-completers) from the applicable program that were working in unsubsidized employment during the 4th quarter subsequent to the exit quarter (the calendar quarter containing the exit or completion date), divided by the total number of students exiting the program.

Performance Measure	Implementation Year	Description
All Student* Median Earnings in Employment during 2nd Quarter After Exit	CY 2018	Median earnings expressed as an hourly rate for all students exiting the applicable program and working in unsubsidized employment during the 2nd quarter subsequent to the exit quarter (the calendar quarter containing the exit or completion date).
WIOA Participant Program Completion Rate	CY 2017	Total number of WIOA participants completing the applicable program divided by the total number of WIOA participants exiting the program (both completers and non-completers) within the 12 month reporting period.
WIOA Participant Credential Attainment Rate	CY 2018	Total number of WIOA participants who obtain a recognized post-secondary credential, or a secondary school diploma or its recognized equivalent during participation or 1 year after exit divided by the total number of WIOA participants exiting the program (both completers and non-completers) within the 12 month reporting period.

Performance Measure	Implementation Year	Description
WIOA Participant Employment Rate During 2nd Quarter After Exit	CY 2018	Total number of WIOA participants exiting (both completers and non-completers} from the applicable program that were working in unsubsidized employment during the 2nd quarter subsequent to the exit quarter (the calendar quarter containing the exit or completion date}, divided by the total number of WIOA participants exiting the program.
WIOA Participant Employment Rate During 4thQuarter After Exit	CY 2018	Total number of WIOA participants exiting(both completers and non-completers} from the applicable program that were working in unsubsidized employment during the 4th quarter subsequent to the exit quarter (the calendar quarter containing the exit or completion date}, divided by the total number of WIOA participants exiting the

Performance Measure	Implementation Year	Description
WIOA Participant Median Earnings in Employment During the 2nd Quarter After Exit	CY 2018	Median earnings expressed as an hourly rate for WIOA participants exiting the applicable program and working in unsubsidized employment during the 2nd quarter subsequent to the exit quarter (the calendar quarter containing the exit or the completion date).

VIII. Performance Measure Calculation Methodology and Process:

A. Performance Measure Calculation Methodology:

The following performance measures will be calculated separately for two distinct populations of students: Credential Attainment Rate, Employment Rate During 2nd Quarter After Exit, Employment Rate During 4th Quarter After Exit, and Median Earnings 2nd Quarter After Exit-

- i. The WIDA Participant population comprises only students who are participants in WIOA.
- ii. The All Student population includes every student enrolled in a WIOA- approved training program.

The Program Completion Rate measure will be calculated for the WIDA Participant population only.

B. Program Completion Rate:

The program completion rate for WIOA Participant populations reflects the following fraction: Numerator = Total number completing program during the twelve (12) month reporting period.

Total# WIOA Participants Completing Program in 12-Month Reporting Period

Total# WIOA Participants Exiting Program in 12-Month Reporting Period (Completers and Non-Completers)

The denominator (total number WIOA Participants exiting the program) is defined as the total number of new program enrollments and number of active (continuing) students during the twelve (12) month reporting period minus the total number still enrolled in the program at the conclusion of the reporting period

Total# Exiting Program in 12-Month Reporting Period	=Total# Program Enrollments in 12-Month Reporting Period	Total# Still Enrolled at End of 12-Month Reporting Period
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C. Credential Attainment Rate:

The credential attainment rate reflects the following fraction: Numerator= Total number who obtain a recognized post-secondary credential, or a secondary school diploma or its recognized equivalent during participation or one (1) year after exit; Denominator = Total number exiting the program (both completers and non-completers) during the twelve (12) month reporting period.

Total# Obtaining Credential, Diploma, or Equivalent During Participation or 12-Months After Exit

Total# Exiting Program in 12-Month Reporting Period

D. Employment Rate During 2nd Quarter After Exit:

The employment rate is represented by the following fraction: Numerator = Total number exiting the program (both completers and non-completers) during the twelve (12) month reporting period with wages reported in the 2nd quarter subsequent to the

exit quarter (the calendar quarter containing the exit or completion date);
Denominator = Total number exiting the program (both completers and non-completers) during the twelve (12) month reporting period.

Total # Exiting Program in 12 -Month Reporting Period with Wages in 2nd Quarter After Exit

Total# Exiting Program in 12-Month Reporting Period

Reported employment is found through unemployment insurance records in TDLWD and, as available, through other states or through Federal payroll records.

* All student measures will be calculated using only All Student numerator and denominator; WIOA Participant measures will be calculated using only WIOA participant numerator and denominator.

E. Employment Rate During 4th Quarter After Exit:

The employment rate is represented by the following fraction: Numerator = Total number exiting the program (both completers and non-completers) during the twelve (12) month reporting period with wages reported in the 4th quarter subsequent to the exit quarter (the calendar quarter containing the exit or completion date);
Denominator = Total number exiting the program (both completers and non-completers) during the twelve (12) month reporting period.

Total # Exiting Program in 12-Month Reporting Period with Wages in 4th Quarter After Exit

Total # Exiting Program in 12-Month Reporting Period

Reported employment is found through unemployment insurance records in Tennessee Department of Labor and Workforce Development (TDLWD) and, as available, through other states or through Federal payroll records.

* All student measures will be calculated using only All Student numerator and denominator; WIOA Participant measures will be calculated using only W/OA participant numerator and denominator.

F. Median Earnings During 2nd Quarter After Exit:

This measure calculates the median quarterly earnings in unsubsidized employment of individuals exiting the program (both completers and non-completers) during the reporting period with earnings in the 2nd quarter subsequent to the exit quarter (the calendar quarter containing the exit or completion date).

The calculated median quarterly earnings is then divided by five hundred twenty (520) hours (the standard amount of hours considered full time employment in a calendar year) to arrive at an hourly rate for comparison to the Federal minimum wage.

Reported wages are found through unemployment insurance records in TDLWD and, as available, through other states or through Federal payroll records.

*All students will be calculated using only All Student numerator and denominator; WIOA Participant measures will be calculated using only WIOA participant numerator and denominator.

IX. Subsequent Eligibility Determination:

A. Subsequent Eligibility:

- i. All programs approved for initial eligibility by one of the LWDBs must be reviewed annually by the LWDB. Subsequent eligibility requirements under WIOA apply to ETPs transitioning to WIOA Title 18 who were previously eligible under WIA Title I and new ETPs that were determined to be initially eligible under WIOA to determine their continued eligibility to remain on the ETPL. This determination is called "Subsequent Eligibility" (WIOA Section 122[c][2] and 20 CFR 663.530) until changed to WIOA.
- ii. Subsequent eligibility determinations are made on an annual basis using the performance data supplied quarterly by the ETP.
- iii. Only those programs with a minimum of ten (10) WIOA students enrolled during the reporting year are considered for subsequent eligibility decisions.
- iv. Any program that fails to meet the minimum performance standards, as established by the State, will be removed from the ETPL for a minimum period of one (1) program year.
- v. The State compiles and disseminates an annual Subsequent Eligibility Report. The report is posted for public viewing online through the ETPL website.
- vi. ETPs receive the opportunity to review and correct their performance information prior to Subsequent Eligibility decisions and public dissemination of the report.

- vii. The State adheres to the following guidelines when displaying performance data for each provider:
 - a) All programs with a minimum of one (1) WIOA participant during the reporting year will appear in the report.
 - b) For confidentiality purposes, only those programs with a minimum of ten (10) WIOA students enrolled during the reporting year have all their performance data displayed for public viewing.

B. Failure to Meet Subsequent Eligibility:

- i. The State must remove a program if, as a result of the subsequent eligibility determination process, the program is found not to have met the minimum levels of performance set by the State (WIOA Section 122[b][1][A]).
 - a) If the State removes a program from the ETPL for subsequent eligibility reasons, the State must, within ten (10) days of its decision, inform the LWDB in writing and include the reason(s) for the removal.
- ii. Prior to removal by the State, the LWDB must have the opportunity to submit supplemental performance data in efforts to keep the program on the ETPL. The types of supplemental data submitted may include information explained within WIOA Section 122(b)(2)-(b)(4)(D) and 20 CFR 680.490.
 - a) The specific economic, geographic, and demographic factors in the local areas in which training providers seeking eligibility are located; and
 - b) The characteristics of those served by the eligible training providers seeking eligibility, including the demonstrated difficulties in serving such populations, where applicable.
- iii. Any program removed from the ETPL for subsequent eligibility reasons must remain off of the ETPL for a minimum of one (1) complete program year.
- iv. In order for the program to be added back to the ETPL, the ETP must re-apply through the LWDB. Performance data is required as part of the application process for the time period when the program was removed from the ETPL.
- v. While a program is removed from the ETPL for subsequent eligibility reasons, the ETP cannot receive new training participants utilizing ITA funds for the removed programs.

X. Accuracy of Information:

A. Data Validation:

- i. To ensure that accuracy and validity of the information supplied by Eligible Training Providers, the State conducts data validation visits at least once every year for all ETPs or as warranted eligible by WIOA enrollment numbers.
 - a) During data validation visits, the State audits ETP files to verify previously submitted student, program, and provider information.
- ii. ETPs must meet the enrollment threshold before a data validation visit can occur. The enrollment threshold is as follows:
 - a) An ETP must have a minimum of fifteen (15) WIOA participants enrolled in its combined program offerings over a two (2) year period.
- iii. ETPs will receive at least a twenty-one (21) calendar-day advanced notice of the State's upcoming audit.
- iv. The ETPs must make available all files pertaining to WIOA participants covering the three (3) most recent program years.
- v. Each student file must contain documents to validate the following elements:
- vi. ETPs must also make available internal documents or sources to validate the following program elements:
- vii. ETPs may be removed from the ETPL for a period of ten to ninety (10-90) days if the score they receive for data validation is not satisfactory.
- viii. If the State discovers evidence of intentionally misleading performance information, the ETP will be removed from the ETPL for a period of no less than two (2) years.
- ix. The State will notify the certifying LWDB of the audit findings within ten (10) days of auditing of an ETP within their respective LWDA.

XI. ETPL Penalties:

A. Removal of a Provider or Program on the ETPL:

- i. The State may remove a program if the ETP fails to submit all the data required for subsequent eligibility determination within the required time frames (WIOA Section 122[b][2]).
- ii. The State may remove a program if an ETP fails to notify the State of any program changes including but not limited to costs, location of training, or change in State authorization status.

- iii. The State may remove a program at any point at which it is determined that the program does not meet the minimum criteria for initial listing specified in this procedure. For example, a program can be removed if its eligibility depended on accreditation, and the accreditation was lost (WIOA Section 122[b][1][E]).
- iv. The State may remove a program if it is determined that the applicant intentionally supplied inaccurate information.
- v. The State may remove a program if the ETP is found to have substantially violated any WIOA requirements.
- vi. The State may remove a program or ETP if it loses its accreditation after an appeal process.
- vii. The State may remove a program or ETP, at the request of the LWDB, for any of the following reasons:
 - a) Unethical/illegal billing practices
 - b) Violations of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; or the Act Discrimination Act 1975.
 - c) Lack of qualified training personnel or building infrastructure.
- viii. The State must conduct an investigation prior to removing an ETP at the request of the LWDB.
- ix. The State may remove a program or ETP at the request of the institution.
 - a) If an eligible training provider requests removal from the ETPL for a particular program or for the institution as a whole, it can be reactivated on the ETPL within one (1) year assuming that it was in good standing when it was removed and no changes occurred in their program demographics during the removal period.
 - b) If an ETP whose self-requested removal is off the ETPL for a period of time greater than one (1) year, that training provider must re-apply for placement on the ETPL to the LWDB.

B. Suspension from the ETPL:

- i. ETP may be suspended from the ETPL for any of the following actions:
 - a) Failure to submit quarterly performance reports or the exemption claim sheet by the deadlines
 - b) Failure to keep current the eligible training provider and program demographic information displayed on the ETPL

- c) Failure to respond to a State request for a data validation visit
 - d) Poor performance during a data validation visit
 - e) Failure to submit corrections needed following quarterly report validation by the specified deadline
 - f) Failure to comply with State request for information
- ii. During any State or Federal criminal investigation launched against the institution or key personnel at the institution, the ETP may be removed from the ETPL until a final resolution is reached. Depending on the final resolution, the provider may be permanently removed from the ETPL.

C. Financial Reimbursement:

An ETP whose eligibility is terminated as a result of the reasons specified above in Section IX-Subsequent Eligibility Determination (A)(ii)-(vi) of the current policy for a program shall be liable for repayment of all funds received during any period of noncompliance (WIOA Section 122[f][1][C]).

This Policy explains the procedures and criteria for the utilization of an ITA and associated Support Services.

I. Purpose

Individual Training Accounts have previously been used to support the training services of individuals under the Workforce Investment Act (WIA). The Workforce Innovation Opportunity Act (WIOA) provides more flexibility for American Job Center (AJC) staff to issue ITAs for apprenticeship programs. An ITA is used by a participant to access training services from an Eligible Training Provider List (ETPL). Under WIOA, priority of service must be provided regardless of the level of funds. WIOA also expands the priority to include individuals who are basic skills deficient, as defined in WIOA Section 3(5). The Local Workforce Development Board (LWDB or local board) contract training services in some circumstances involving work-based training; some work-based training consists of on-the-job training (OJT), customized training, registered apprenticeship, incumbent worker training, and transitional jobs. LWDBs must use WIOA funds for support and other needs of the individual while coordinating funding for ITAs with funding from other Federal, State, local, or private job training programs or resources to assist individuals in obtaining training services.

The Individual Training Account (ITA) will be used to provide funding for training opportunities to eligible WIOA customers. Customers/students may enroll in any program offered by training providers approved by the Tennessee Higher Education Commission (THEC). The WIOA provides more flexibility for American Job Center (AJC) staff to issue ITAs for apprenticeship programs. An ITA is used by a participant to access training services from an entity on the State's approved Eligible Training Provider List (ETPL).

II. Eligibility

Individuals are determined eligible through the criteria established under the Workforce Innovation and Opportunity Act (WIOA) as WIOA Adult, WIOA Dislocated Worker or WIOA Youth. The provision of training services shall be limited to individuals who are

1. Unable to obtain other assistance through Pell grants, Trade Adjustment Assistance (TAA) or other federal grants, or...

2. Require assistance beyond the compensation available under other grant assistance programs. Some dislocated workers, who have been laid off due to no fault of their own, will also qualify for services if the company they were laid off from has filed for and been granted a Trade Assistance Act petition (TAA/NAFTA).

If the TAA/NAFTA petition has not been approved, the dislocated worker can receive an ITA or other training options until the approval is final. The requested training must be in accordance with the Tennessee Higher Education Commission's (THEC) approved Eligible Provider Training list, lead to employment, and be completed within the two-year time limit established by the local board.

III. Who Receives Training Services?

After an interview, evaluation, assessment, or career planning an American Job Center one of the service providers determines that the participant is:

- Unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to, or higher than, wages from previous employment through career services
- In need of training services to obtain or retain employment leading to economic self-sufficiency or wages comparable to, or higher than, wages from previous employment through career services
- To have the skills and qualifications to participate successfully in training services.

IV. LWDB Responsibilities

A. LWDBs must have a written policy and procedure that may include, but is not limited to the following:

1. ITAs are restricted to programs that address the skills needed for occupations in demand (20 CFR 680.340(f))
2. ITA cap (\$5,000) and duration (2 years)
3. Priority of services
4. Post-secondary education providers must release a participant's financial aid information
5. Participants must have access to the list of Eligible Training Providers
6. Staff members authorizing ITAs must be identified
7. Full ITA payment for entire programs beyond each training period are not allowed unless the institutions have a refund policy requiring that this will be paid in full

8. ITAs are to pay for the full cost of training (e.g., books, license fees, training materials, registration fees, supplies, uniforms) that the financial institution does not cover
 9. Participant's choice for a training provider must be observed.
- B. Tennessee recognizes limited exceptions to the use of ITAs. Contracts for services may be used instead of an ITA only when one or more of these exceptions apply (WIOA Section 134(c)(3)(G)(ii)).
1. The services provided are OJT, customized training, incumbent worker training, or transitional jobs;
 2. The LWBD determines that there are an insufficient number of Eligible Training Providers in the SMTLWDB area to accomplish the purpose of a system of ITAs;
 3. The LWDA determines that in the area there is a training-services program of demonstrated effectiveness offered by a community-based organization or other private organization to serve individuals with barriers to employment;
 4. The LWDA determines that the most appropriate training could be provided by an institution of higher education to train multiple individuals for jobs in sector- demanded occupations, provided this does not limit customer choice; or
 5. The LWDA is considering entering into a pay-for-performance contract and the LWDA ensures that the contract is consistent with 20 CFR 683.510.

V. Entrance Requirements

All customers/students must complete basic and intensive services prior to being referred to training. All customers/students must have a high school diploma or a High School Equivalency (HSE) and/or test scores that demonstrate their ability to benefit from training. Additionally, students must comply with the entrance requirements of their chosen training provider. Students must receive a WIOA orientation as a prerequisite to participation in a training activity and establish a training plan. Any prospective student with prior post- secondary education experience must have a minimum cumulative grade point average of 2.0 on a 4.0 scale or a C average.

VI. Support Services (need to list all available with an ITA)

In addition to the ITA provided to the eligible WIOA participant a menu of support services may be available based on need to include:

1. Travel Reimbursement - WIOA customers are eligible to receive a travel reimbursement at the point of registration into training with an approved training provider.
Reimbursement will be made on a monthly basis.

Customers are eligible for the reimbursement if they drive OR if they ride with someone else.

2. Other Supports - The LWDB may also choose to provide Support Services in addition to the travel reimbursement. These may include the purchase of tools, uniforms and debit- type cards used for the purchase of on-line tests fees and other costs of training. Debit cards may be purchased in the names of eligible participants and sent to training providers who will ensure funds are spent appropriately.

VII. Financial Aid Requirements

All customers/students must apply for federal student financial aid prior to applying for WIOA assistance. Funding will be based on state and federal funding allocations in cooperation with the approved training provider's financial aid office.

The role of the financial officers in each institution is to first assess the training needs, i.e., tuition fees, books, and other training expenses, of each applicant. After assessing and calculating the grants from Pell and other financial resources, the financial officer will determine if other resources are needed. If the applicant's training needs exceed all available resources, then Workforce Innovation and Opportunity Act (WIOA) Title I funds will be utilized as funding of last resort. WIOA Title I funds will NOT be utilized when a student is in default of any federal student loan. In addition, if Pell funding is

terminated due to a student's attendance/progress/participation in school. no WIOA funds will be utilized. WIOA case managers must be notified by the school's financial aid office when a student becomes ineligible for the Pell Grant for this reason. WIOA funds will not be available until this issue is resolved, and Pell is reinstated.

A participant may enroll in WIOA-funded training while his/her application for Pell Grant is pending. This enrollment is permitted as long as the One-Stop Operator has made arrangements with the training provider and the WIOA participant regarding allocation of the Pell Grant, if it is subsequently awarded. In that case, the training provider must reimburse the One-Stop Operator all WIOA funds used to underwrite the training for the amount that Pell Grant covers (WIOA Section 134(c) (3)(B)(ii)). Reimbursement is not required from the portion of Pell Grant assistance disbursed to the WIOA participant for education-related expenses. Opportunities with the Tennessee Reconnect program should also be considered prior to determining if an ITA is needed.

Title: SMTLWDB Policy

Effective Date: January 31, 2019

Duration: Indefinite

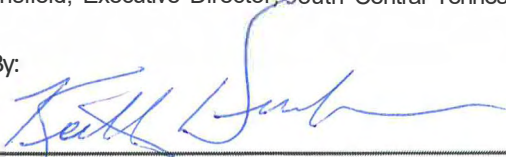
Authorized By:



Jerry Mansfield, Executive Director, South Central Tennessee Development District

Date

Approved By:



12/21/2018

Keith Durham, Board Chair, Southern Middle Tennessee Local Workforce Board

Date

TITLE: PROGRAM POLICIES -- PARTICIPANT SUPPORT SERVICES

Purpose

1. To provide only absolutely essential participant support required to keep the participant in a WIOA activity.
2. To coordinate support services with other partners, agencies and businesses to ensure that there is no duplication of service. Support services are mentioned in WIOA Sections 680 and 687.

General Provisions

1. No needs-based payments will be provided.
2. Transportation will be provided, if noted as a barrier to training and depending on availability of funds, to all eligible customers, at a maximum up to \$15.00 per day for training and job search activities. Check current procedures for current transportation costs.
3. Child care support will be provided, if noted as a barrier to training and depending on availability of funds, to all eligible customers, up to a maximum of \$150 per week (for one child) or \$200.00 per week (for two or more children) with a time limit consistent with training.
4. Other allowable support services may be provided on an as-needed individual basis only when a barrier is established which no other agency will meet. Such support services would maintain a maximum expenditure of \$1500.00 (Suggested up to \$2,000) for any one participant. On-line fees to be included as a support service. Any amount over \$1,500 (Suggested up to \$2,000) may be approved by the Executive Director upon recommendation by the Director of Program Operations. Exceptions will be reported to the Executive Committee and a \$2,000.00 (Suggested up to \$2,500) cap will be in place.
5. Under WIOA Section 680.660 a one-time supportive service of \$800.00 for relocation services will be provided to Dislocated Workers.
6. A maximum supportive service of \$350.00 shall be given to the exited customer for post placement supportive services based on individual need. WIOA Section 680.150 indicates local board can determine how follow up support can be determined.
7. The staff will develop administrative operational procedures for approving, documenting, and reimbursing for support services within limits provided by the WIOA legislation, Tennessee Department of Labor and Workforce Development regulations and directives, Board policies, and SMTLWDB budgetary provisions and performance standards. All funding dependent on funding availability.

Title: SMTLWDB Policy

Effective Date: January 31st, 2019

Duration: Indefinite

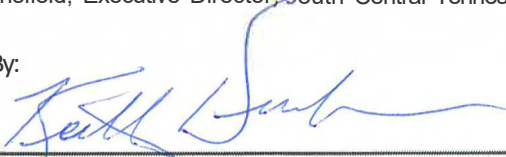
Authorized By:



Jerry Mansfield, Executive Director, South Central Tennessee Development District

Date

Approved By:



12/21/2018

Keith Durham, Board Chair, Southern Middle Tennessee Local Workforce Board

Date

**Procurement Policy
for
South Central Human Resource Agency**

BACKGROUND

South Central Human Resource Agency (SCHRA) was established pursuant to the Human Resource Agency Act of 1973, as amended, as a not-for-profit delivery system designed to implement human service programs. SCHRA is empowered to own and dispose of property both real and personal and to receive and administer funds and contributions from private and public sources which may be used in support of human resource programs, and other funds under State and Federal assistance programs.

SCOPE

This Policy applies to all SCHRA employees who purchase supplies, equipment, or services and/or select vendors providing such items.

PURPOSE

These procurement regulations provide standards for use by the South Central Human Resource Agency hereinafter referred to as (SCHRA) for all procurements. If more restrictive language is stated in individual grant contracts or applicable laws or administrative directives, it will be followed only for those particular programs and grants.

These procedures shall follow applicable laws or administrative directives. Unless otherwise noted herein, the Executive Director and fiscal officer(s) shall be responsible for the administration of these procedures. This policy shall describe the procedures that are to be followed by SCHRA in the handling of procurement activities, and to provide direction and ensure a process for the review of the purchase of supplies, goods and services.

For purpose of disclosure, SCHRA has opted to delay the implementation of Uniform Guidance, 2 CFR Part 200, for two full fiscal years after December 26, 2014 as described in §200.110. Our effective date will be July 1, 2017.

The contents of this manual were approved as official policy of SCHRA by the Board of Directors, Executive Director, and Director of Finance on July 26, 2016 and then approved by the State of Tennessee – Comptroller of the Treasury on July 29, 2016.

INTRODUCTION

SECTION 1: GENERAL PROCUREMENT

SCHRA will avoid the procurement of unnecessary or duplicative items and make every attempt to break out procurements to obtain the greatest economic efficiency. To further impact efficiency, analysis will be conducted when possible to compare lease versus buy options. In addition, SCHRA will utilize state and local intergovernmental or inter-entity agreements to procure common goods or services that have been competitively solicited. This eliminates duplication of duties as well as magnifies economies of scale. **CFR §200.318 (d)(e)**

In lieu of purchasing new, SCHRA will use the State of Tennessee excess and surplus property for equipment and property in an effort to reduce costs to the greatest extent possible. This will be determined on case by case bases. **CFR§200.318(f)**

All procurements will be conducted in such way as to maintain proper oversight and adherence to terms, conditions, and specifications of contracts and purchase orders. In order to document oversight of on-site contractors, employee must complete, sign, and attach *Procurement Oversight Review* form which can be downloaded from www.schra.us under the Employee tab.

SECTION 2: STANDARD OF CONDUCT

No officer, employee, or agent of SCHRA or relative of officers, employees, or agents shall lawfully benefit directly or indirectly from the procurement of materials or services by SCHRA. Neither shall participate in the selection, award, or administration of a contract if there is a real or apparent conflict of interest (less than arm's length transaction). "Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for contract. The officers, employees, and agents of SCHRA may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts." **CFR §200.318 (c)(1)**

All procurement transactions shall be conducted in a manner so as to provide maximum open and free competition.

Conflict of Interest (Defined) – A conflict of interest refers to a clash between the private interests and the official duties and obligations of a person occupying a position (Governing Board Member, employee, contractor, consultant, volunteer, etc.) in the agency.

All employees and governing body are required to annually sign Standards of Conduct, Conflict of Interest, and Conflict of Interest Certification forms. All contractors and consultants are required to sign on the inception of a new vendor account and prior to the execution of new service contracts, service

agreements, Memorandums of Understanding (MOU), or upon discovery or suspicion of possible conflict.

Corrective-action and/or disciplinary action procedures defined within the SCHRA policies 108.1, Standards of Conduct, and 808.1, Conflict of Interest, will be followed if a declaration of possible conflict or misconduct is disclosed.

SCHRA shall adhere to and strictly enforce all prevailing civil rights legislation. SCHRA complies with Title VI of Civil Rights Act of 1964, as codified in 42 U.S.C. §2000D, which states that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal assistance." SCHRA does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities in compliance with ADA (Americans with Disability Act of 1990), 42 U.S.C. §12101.

SECTION 3: PURCHASING AUTHORITY

Only Program Directors and Department Heads are authorized to initiate procurement activities. However these individuals, with the Executive Director's written approval, can designate a person or persons within their areas of responsibility (programs) to initiate and approve purchase requests with a specific dollar limit or other restriction. Notification is hereby given to the Purchasing Department of this designation once a fully executed copy of the Memorandum of Authorization (MOA) is received and placed on file in the Purchasing Office. A MOA is considered fully executed once it has been signed by the Designee, Designator, and the Executive Director.

SECTION 4: INITIATION OF PURCHASES

Employees may request specific items for the purpose of carrying out their work assignments by submitting a request (Requisition) to their Program Director/Delegate for review and approval. After the Purchase Requisition is completed and approved it will be forwarded to the Purchasing Officer for review and completion.

SECTION 5: SPECIFICATION REQUIREMENTS

Specification requirements shall be based upon a clear and accurate description of the technical requirements for the material, product, or service. The absence of such detail shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. "Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or uneconomical to make a clear and accurate description of the technical

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

AND

Individual designated by the Local Workforce Board Chair to lead MOU negotiations

Email address

Impartial individual designated by the Local Workforce Board Chair to lead annual budget negotiations

Email address

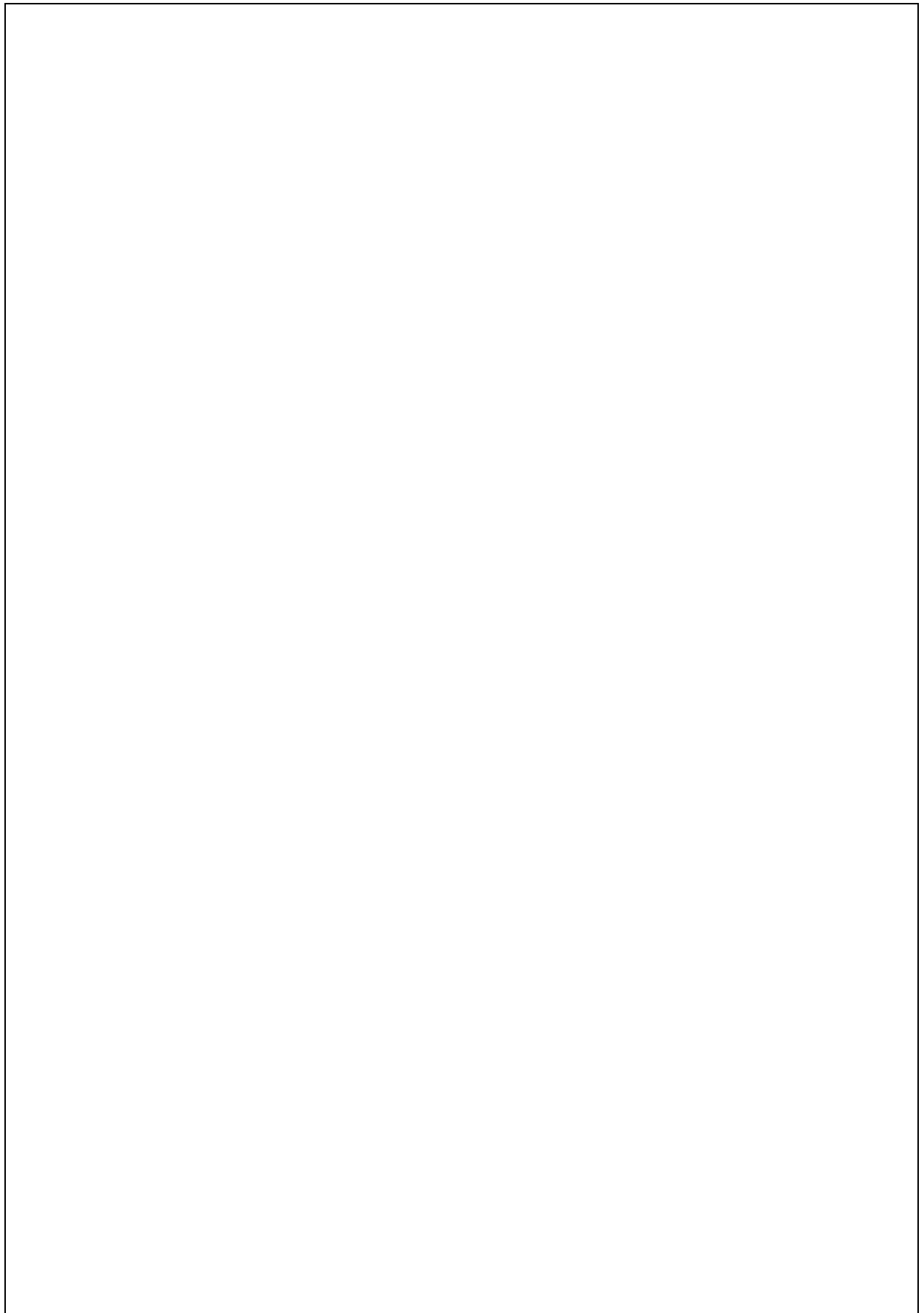
1. CONVENING OF THE PARTIES TO MOU (WIOA SEC. 121(C)(1)) (Tennessee MOU/IFA Instructions Page 4)

- *List the required partner providing services in the local area*
- *List the partner agency providing services of each required partner*

REQUIRED PARTNERS AS PARTIES TO MOU	ENTITY ADMINISTERING PROGRAM TYPED NAME
Title I: Adult, Dislocated Worker, Youth	
Title II: Adult Education and Family Literacy	
Title III: Employment Programs under Wagner-Peyser	
Unemployment Insurance	
Trade Readjustment Assistance (TRA)	
Trade Adjustment Assistance (TAA)	
Job Counseling, Training, Placement Services for Veterans	
Migrant and Seasonal Farmworkers	
Community Services Block Grant (CSBG)	
Senior Community Services Employment Program (SCSEP)	
Second Chance (Reentry)	
Title IV: Rehabilitation Services	
TANF	
Parties to the MOU	NAME
LWDB Chair	
LWDA Chief Local Elected Official	

3. VISION FOR THE SYSTEM (Tennessee Combined State Plan Section II(b)) (Tennessee MOU/IFA Instructions Page 5) If additional space is needed, please include an attachment referencing this section.

- *Describe the shared vision and commitment of the local board and required partners to a high-quality local workforce delivery system (vision must be consistent with Federal, State, regional, and local planning priorities, as well as the Governor’s Guidelines)*
- *Describe which aspects of the vision are currently in place*
- *Outline the steps to be taken and the general timeline for how required partners will implement any aspects of the vision that are not yet in place*



4. MOU DEVELOPMENT (Tennessee MOU/IFA Instructions Page 5) If additional space is needed, please include an attachment referencing this section.

- *Fully describe the process and efforts of the Local Workforce Development Board and required partners to negotiate the MOU*
- *Confirm whether all required partners participated in negotiations*
- *Explain the process to be used if consensus on the MOU is not reached by partners*
- *Please provide dates of partner meetings that specifically discussed the MOU*

5. NAME AND LOCATION OF COMPREHENSIVE ONE-STOP CENTER(S) (Tennessee MOU/IFA Instructions Page 5) If additional space is needed, please include an attachment referencing this section.

- *Provide the name and address of the comprehensive one-stop center(s) in the local service delivery system*
- *Where applicable list the designated affiliated sites or specialized centers*
- *Define any other operating titles that the local area assigns to each center*
- *Describe how outreach will be conducted in towns in the local area without an AJC*
- *Describe the local area's plans for the Mobile American Job Center*

Note: The information provided in this section must match the Tennessee Development of Labor and Workforce Development listings

**6. DESCRIPTION OF COMPREHENSIVE ONE-STOP SERVICES (WIOA Sec. 121(c)(2)(A)(i))
(Final Rules § 678.500(b)(1)) (Tennessee MOU/IFA Instructions Page 5) If additional
space is needed, please include an attachment referencing this section.**

- Complete a local service matrix (Attachment II) illustrating local methods of service delivery which includes:
 - *Career services to be provided by each required partner in each comprehensive one-stop center*
 - *Other programs and activities to be provided by each required partner*
 - *Method of delivery for each service provided by each required partner (e.g., staff physically present, cross-trained staff, direct linkage technology)*
- In the spaces provided below:
 - *In the introductory paragraph of this section, describe the required partners' combined commitment to integration and "manner in which the services will be coordinated and delivered through the system" (§ 678.500(b)(1))*
 - *In the spaces below designated for each required partner, describe each partner's commitment to coordinated service delivery and explain how the local service matrices illustrate that commitment*
 - *For each required partner below, describe the location(s) at which services of each required partner will be accessible*

Title I (Adult, Dislocated Worker and Youth) –

Title II (Adult Education and Family Literacy) –

Title III (Employment Services under Wager-Peyser) –

Unemployment Insurance (UI) –

Job Counseling, Training and Placement Services for Veterans –

Trade Readjustment Assistance –

Trade Adjustment Assistance (TAA) –

Migrant & Seasonal Farmworkers –

National Farmworker Jobs Program (NFJP) –

Community Service Block Grant (CSBG) –

Senior Community Services Employment Program (SCSEP) –

Title IV (Rehabilitation Services) –

DHS/TANF –

Second Chance (Reentry) –

HUD Employment and Training Activities –

Job Corps –

YouthBuild –

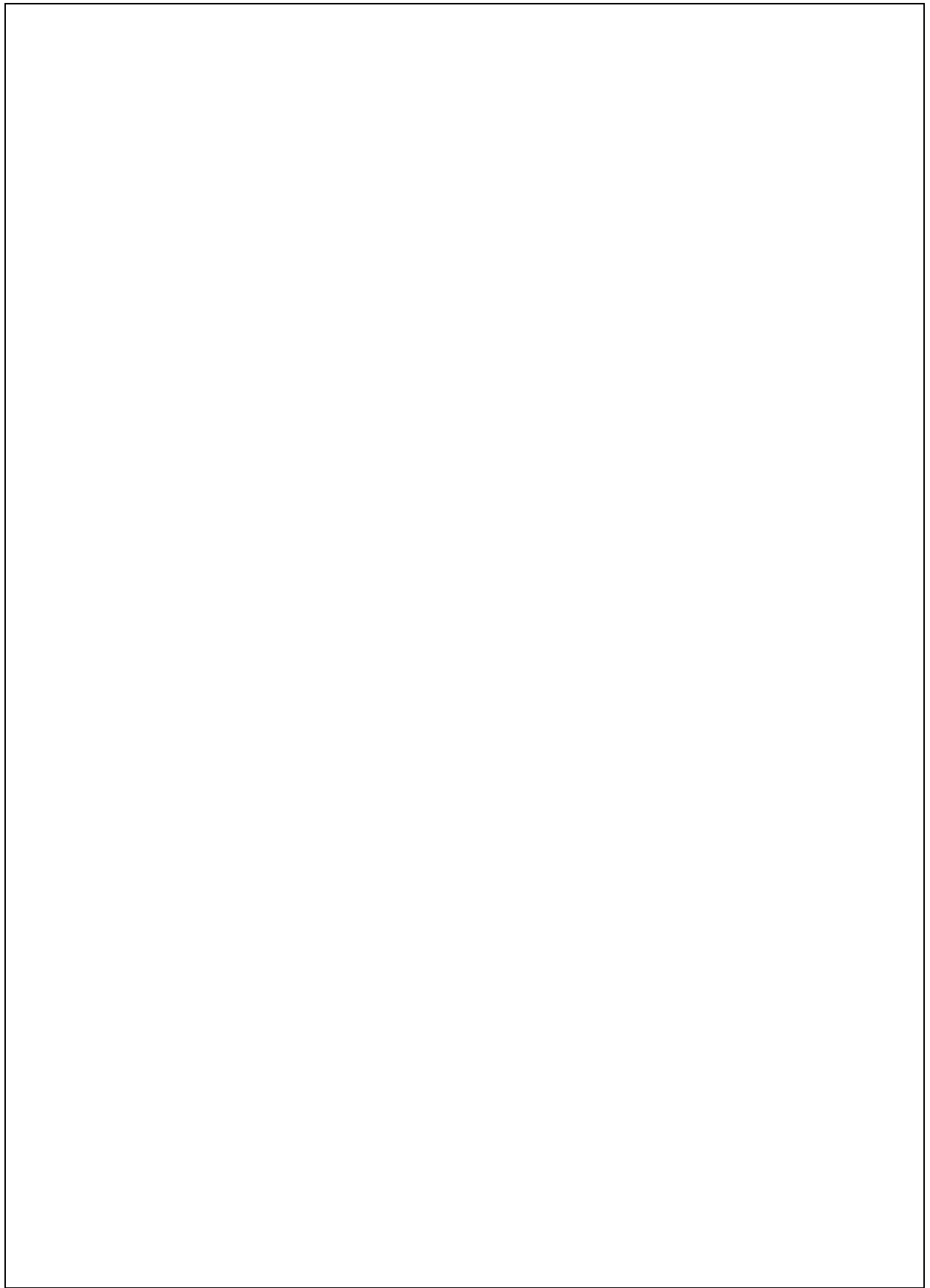
Perkins/Post-Secondary Career & Technical Education–

TCAT/Tennessee Reconnect–

7. PROCUREMENT OF ONE-STOP OPERATOR (Tennessee Memorandum Guidelines for One- Stop Operator Procurement) (Tennessee MOU/IFA Instructions Page 6) If additional space is needed, please include an attachment referencing this section.

- *Name the procured one-stop operator – (this information will be amended once the One-Stop Operators have been procured). The following bullet points should be explained in this section*
- *Describe the functions and scope of work of the one-stop operator as defined in the Request for Proposal or as planned for the competitive procurement process*
- *Assure that the one-stop operator will not perform any of the proscribed functions (§ 678.620(b)) to avoid a conflict of interest*

Note: One-stop operator designation takes effect July 1, 2017 (§ 678.635)



8. REFERRAL PROCESS (WIOA Sec. 121 (c)(2)(A)(iii)) (Tennessee MOU/IFA Instructions Page 6). If additional space is needed, please include an attachment referencing this section.

- *In the spaces provided below, address all of the following:*
 - *In the introductory paragraph of this section, describe local one-stop operator's role and responsibilities for coordinating referrals among required partners (§678.500(b)(3))*
 - *In the spaces below designated for each required partner, each partner must list the other programs to which it will make referrals and the method(s) of referral to each partner; for example, in the Title I box, Title I will list all other programs to which it will refer clients and the method(s) of referral for each*
 - *Identify the method of tracking referrals*

Note: Local areas must be as specific as possible when describing the differences in referral methods between partner programs. DOL has expressed concern about this area in the past.

Title I (Adult, Dislocated Worker and Youth) –

Title II (Adult Education and Family Literacy) –

Title III (Employment Services under Wager-Peyser) –

Title IV (Rehabilitation Services) –

Unemployment Insurance (UI) –

Job Counseling, Training and Placement Services for Veterans –

Trade Readjustment Assistance –

Trade Adjustment Assistance (TAA) –

Migrant & Seasonal Farmworkers –

National Farmworker Jobs Program (NFJP) –

Community Service Block Grant (CSBG) –

Senior Community Services Employment Program (SCSEP) –

DHS/TANF –

Second Chance (Reentry)–

HUD Employment and Training Activities –

Perkins/Post-Secondary Career & Technical Education–

Job Corps –

YouthBuild –

TCAT/Tennessee Reconnect–

9. PHYSICAL ACCESSIBILITY (WIOA Sec. 121 (c)(2)(A)(iv)) (WIOA Final Rules §678.500(b) (4)) (Tennessee MOU/IFA Instructions Page 6) If additional space is needed, please include an attachment referencing this section.

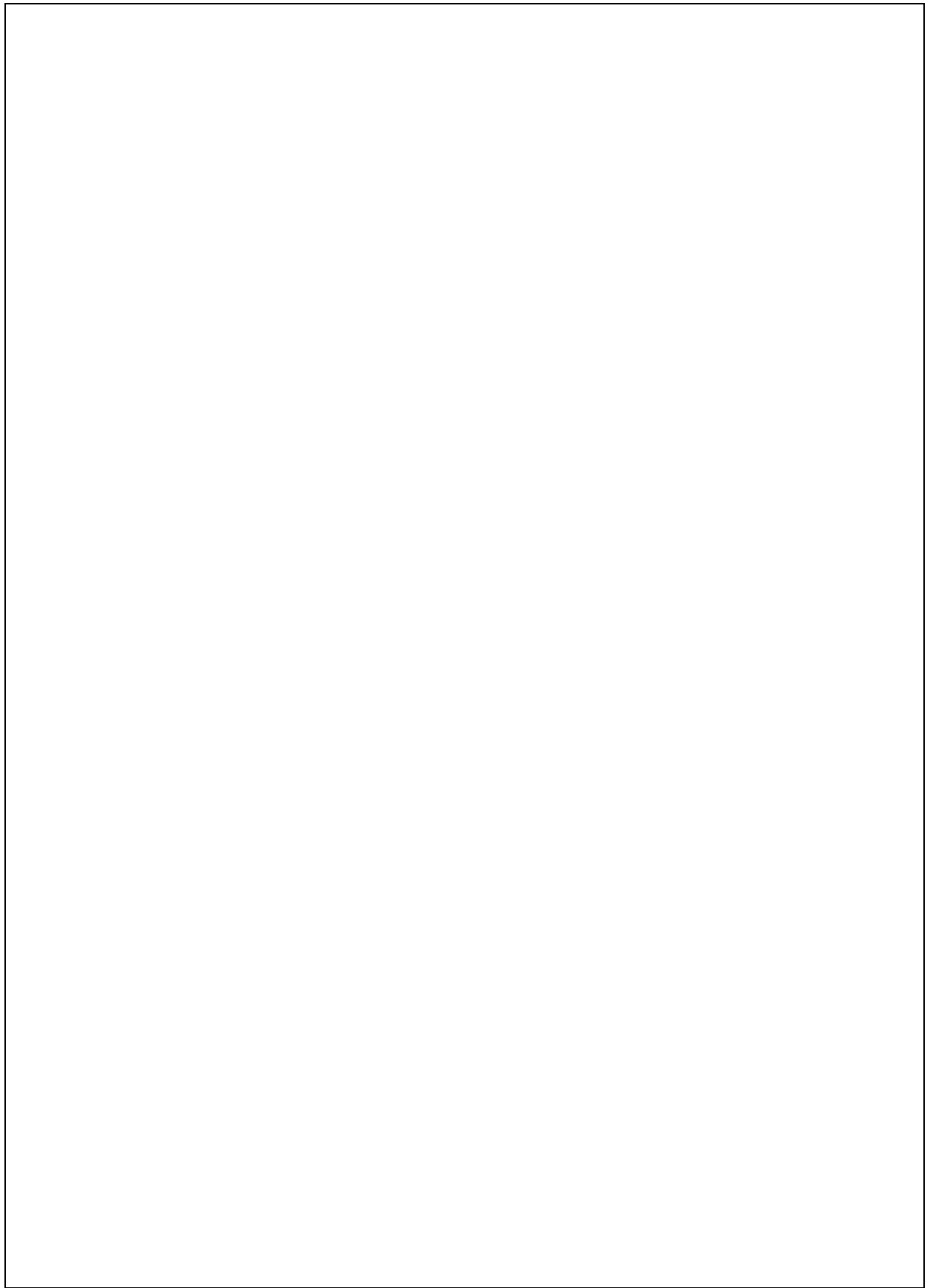
Describe how—through specific examples and commitments—required partners will assure the physical accessibility of the comprehensive one-stop center(s), including the following:

- *The comprehensive one-stop center’s layout supports a culture of inclusiveness*
- *Access to public transportation is available within reasonable walking distance*
- *The location of a dedicated parking lot, with parking lot spaces closest to the door designated for individuals with disabilities*

10. PROGRAMMATIC ACCESSIBILITY (WIOA Sec. 121 (c)(2)(A)(iv)) (WIOA Final Rules §678.500(b)(4)) (Tennessee MOU/IFA Instructions Page 7) If additional space is needed, please include an attachment referencing this section.

- *Describe how the comprehensive one-stop center provides access to all required career services in the most inclusive and appropriate settings for each individual participant*
- *Describe specific arrangements and resources available to assure that individuals with barriers to employment, including individuals with disabilities, can access available services and how outreach will be conducted to these groups (§678.500(b)(4). Include Mobile American Job Center information.*
- *Explain how services will be provided using technology that is actually available and in accordance with the “direct linkage” requirement under WIOA*

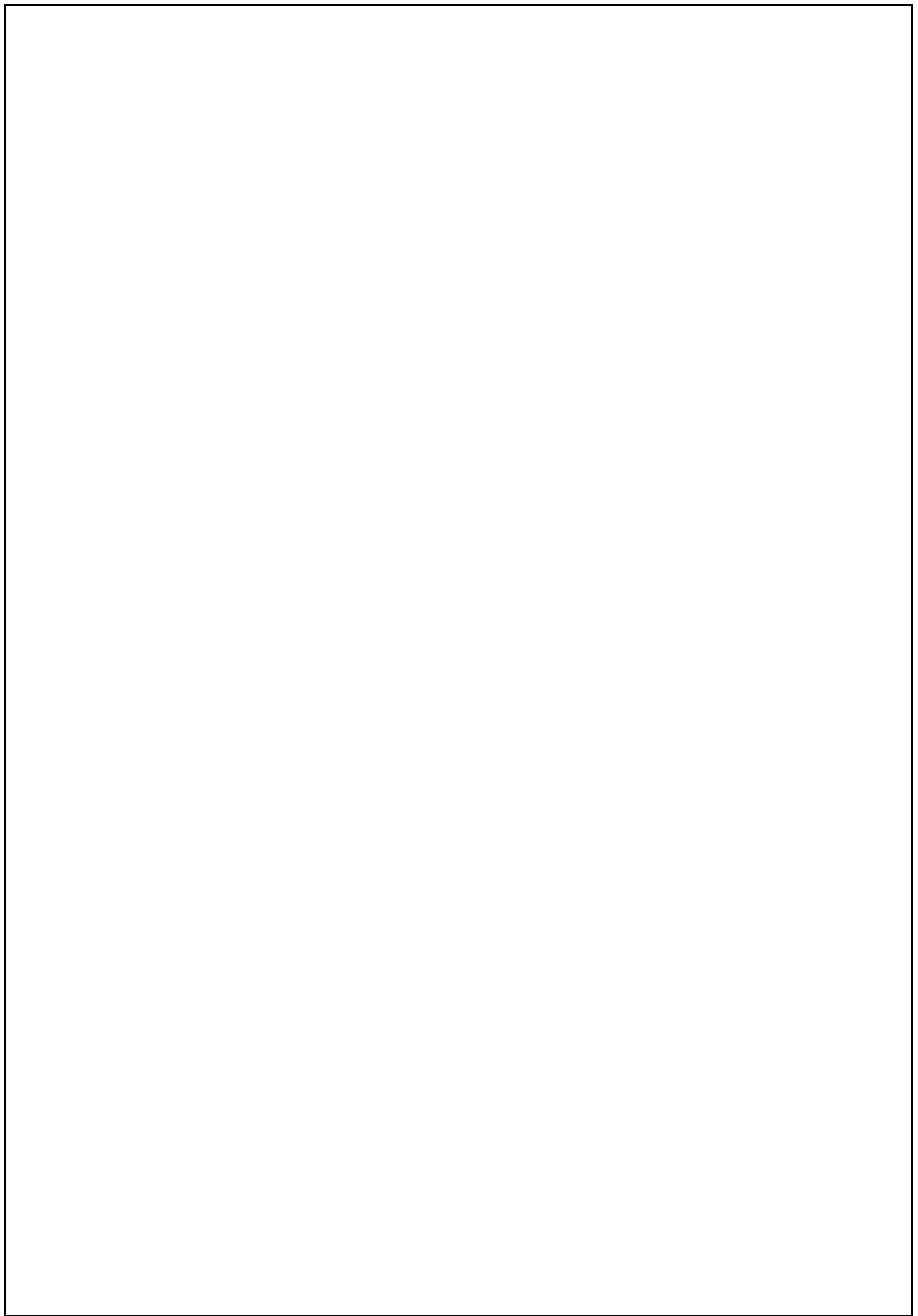
Note: Provide as much specificity as possible for each partner program



11. DATA SHARING AND COLLECTION (Tennessee MOU/IFA Instructions Page 7) If additional space is needed, please include an attachment referencing this section.

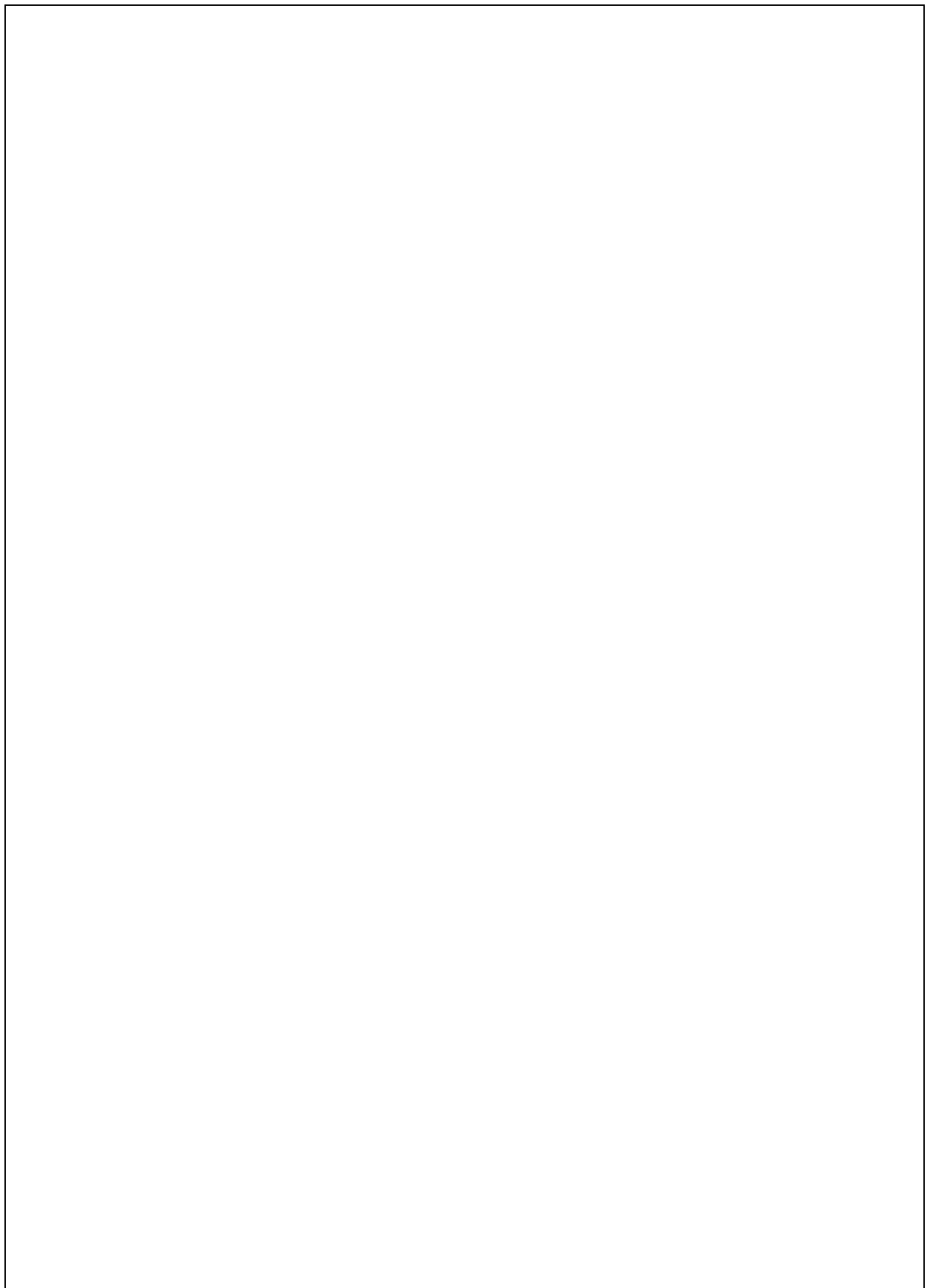
- *Describe how core program partners will share data and information and will collaborate to assure that all common primary indicators of performance for the core program partners in the local area will be collectively achieved*
- *Provide assurances that participants' Personally Identifiable Information (PII) will be kept confidential*
- *In each description, cite specific examples of required partners demonstrating a commitment to integration in the local area*
- *Describe the collection of data across programs*
- *Describe how Jobs4TN will be utilized and incorporated*

NOTE: Partners are encouraged to seek clarification from their respective core partner state agency and/or data staff



12. COST SHARING OF SERVICES (WIOA Sec. 121 (c)(2)(A)(ii)) (WIOA Final Rules §678.755 and §678.760) (Tennessee MOU/IFA Instructions Page 7) If additional space is needed, please include an attachment referencing this section.

- *To complete this section, see the Individual AJC Budget Template instruction sheet – Attachment IV*
- *For the purposes of this section (12), only provide a narrative explanation of cost sharing services*



13. DURATION/AMENDMENT/APPEAL PROCEDURES (WIOA Sec. 121 (c)(2)(A)(v)) (WIOA Final Rules §678.500(b) (5)) (Tennessee MOU/IFA Instructions Page 8) If additional space is needed, please include an attachment referencing this section.

Describe the duration of the MOU

Describe amendment procedures, including annual negotiation of infrastructure and shared system costs to address the following:

- *The amount of notice a partner agency must provide the other partners to make amendments*
- *The procedures for informing other partners of the pending amendment*
- *The circumstances under which the local partners agree the MOU must be amended*
- *The procedures for amending the MOU to incorporate the final approved budget on an annual basis*
- *The procedures for terminating the MOU or a specific partner's participation in the MOU*
- *The process for resolving any disputes that evolve after the agreement is reached*
- *The appeals process for any disputes that evolve after the agreement is reached*
- *Process must follow the directives in WIOA678.500(b)(5)*

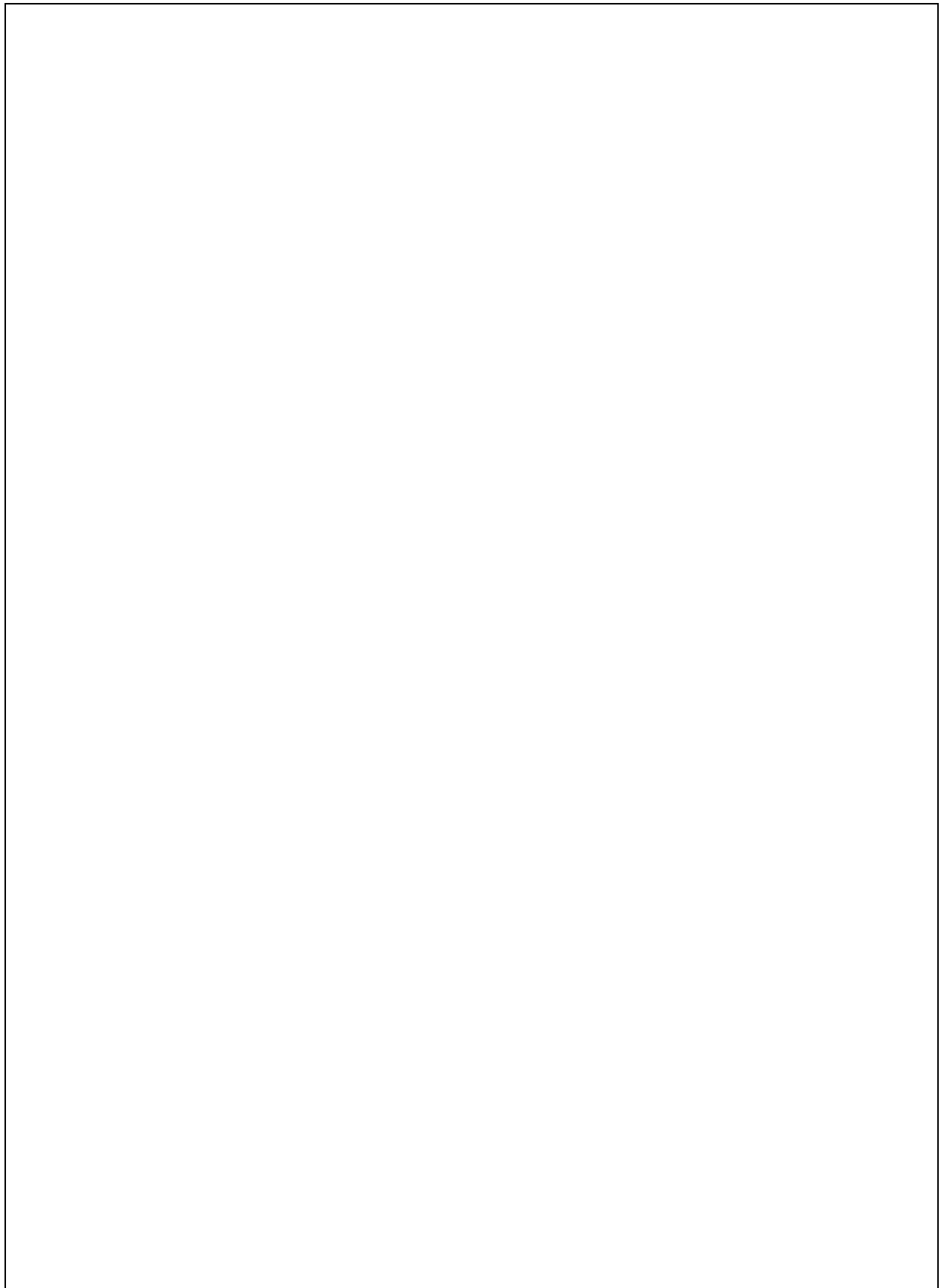
NOTE: Ensure the MOU reflects the most recent date as amendments are approved

14. RENEWAL PROVISIONS (WIOA Sec. 121(c)(2)(A)(v)) (WIOA Final Rules §678.500(b)(6)) (Tennessee MOU/IFA Instructions Page 8) If additional space is needed, please include an attachment referencing this section.

Provide the process and timeline in which MOU will be reviewed, including:

- *Explain the renewal process, which must occur at a minimum of every three years*
- *Describe the required renewal process if substantial changes occur before the MOU's three-year expiration date*

NOTE: Ensure the MOU reflects the most recent date as renewals are approved



15. ADDITIONAL LOCAL PROVISIONS (OPTIONAL) (WIOA Sec. 121(c)(2)(B)) (WIOA Final Rules §678.500(c)) (Tennessee MOU/IFA Instructions Page 8) If additional space is needed, please include an attachment referencing this section.

16. ADDITIONAL PARTNERS (WIOA Sec. 121 (b)(2)) (Tennessee MOU/IFA Instructions Page 8) If additional space is needed, please include an attachment referencing this section.

17. OTHER CONTRIBUTIONS (TEGL 16-16) (Tennessee MOU/IFA Instructions Page 8) If additional space is needed, please include an attachment referencing this section.

- *Describe contributions made to the one-stop system through other avenues, such as donations made by a non-partner entity*
- *Document third party in kind contributions made to supplement the operation of the American Job Center*

18. NON-DISCRIMINATION & EQUAL OPPORTUNITY (WIOA Section 188) (Tennessee MOU/IFA Instructions Page 9) If additional space is needed, please include an attachment referencing this section

- *Describe how all partner staff will comply fully with all non-discrimination requirements*

19. PRIORITY of SERVICE (TDLWD Veteran Priority of Service Policy) (WIOA Section 134 (c)(3)(E) (Tennessee MOU/IFA Instructions Page 9) If additional space is needed, please include an attachment referencing this section

- *Describe how each partner staff will comply with the priority of service requirements set forth in the Veteran Priority of Service Policy as well as priority of service outlined in WIOA section (c)(3)(E)*

20. AUTHORITY AND SIGNATURES (WIOA Final Rules §678.500(d)) (Tennessee MOU/IFA Instructions Page 10) If additional space is needed, please include an attachment referencing this section.

- *Include a statement that the individuals signing the MOU have authority to represent and sign on behalf of their program under WIOA*

21. ATTACHMENTS (Tennessee MOU/IFA Instructions Page 11)

- **Services Matrix - Attachment II**
- **Individual AJC Budget Template – Attachment III**
- **Individual AJC Budget Instructions – Attachment IV**

Attachment II - CAREER SERVICES AVAILABLE THROUGH THE LOCAL COMPREHENSIVE ONE-STOP CENTER(S)

BASIC CAREER SERVICES											
REQUIRED PARTNERS	Eligibility for Title IB	Outreach, intake, orientation	Initial Skills Assessment	Labor exchange services, including job search and placement assistance	Referral and coordination with other programs	Workforce and labor market information and statistics	Performance and cost information on providers of education, training and workforce services	Performance info for the local area as a whole	Information on the availability of supportive services	Information and meaningful assistance with UI claims	Assistance establishing eligibility for financial aid for non-WIOA training and education
Title I: Adult, Dislocated Worker, Youth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title II: Adult Education and Family Literacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title III: Employment Programs under Wagner-Peyser	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title IV: Rehabilitation Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Post-secondary Career and Technical Education under Perkins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unemployment Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Job Counseling, Training and Placement Services for Veterans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trade Readjustment Allowance (TRA)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trade Adjustment Assistance (TAA)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Migrant and Seasonal Farmworkers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
National Farmworker Jobs Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community Services Block Grant (CSBG)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Senior Community Services Employment Program (SCSEP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TANF	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Second Chance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Housing and Urban Development Employment and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BASIC CAREER SERVICES												
REQUIRED PARTNERS	Eligibility for Title IB	Outreach, intake, orientation	Initial Skills Assessment	Labor exchange services, including job search and placement assistance	Referral and coordination with other programs	Workforce and labor market information and statistics	Performance and cost information on providers of education, training and workforce services	Performance info for the local area as a whole	Information on the availability of supportive services	Information and meaningful assistance with UI claims	Assistance establishing eligibility for financial aid for non-WIOA training and education	
Training Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Job Corps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
YouthBuild	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

INDIVIDUALIZED AND FOLLOW-UP CAREER SERVICES												
REQUIRED PARTNERS	Comprehensive and specialized assessments	Development of an individual employment plan	Group counseling	Individual counseling	Career planning	Short-term pre-vocational services	Internships and work experience	Workforce preparation activities	Financial literacy services	Out-of-area job search assistance	English language acquisition	Follow-up services for participants in adult and dislocated worker programs
Title I: Adult, Dislocated Worker, Youth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title II: Adult Education and Family Literacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title III: Employment Programs under Wagner-Peyser	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title IV: Rehabilitation Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Post-secondary Career and Technical Education under Perkins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unemployment Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Job Counseling, Training and Placement Services for Veterans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

INDIVIDUALIZED AND FOLLOW-UP CAREER SERVICES

REQUIRED PARTNERS	Comprehensive and specialized assessments	Development of an individual employment plan	Group counseling	Individual counseling	Career planning	Short-term pre-vocational services	Internships and work experience	Workforce preparation activities	Financial literacy services	Out-of-area job search assistance	English language acquisition	Follow-up services for participants in adult and dislocated worker
Trade Readjustment Allowance (TRA)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trade Adjustment Assistance (TAA)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Migrant and Seasonal Farmworkers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
National Farmworker Jobs Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community Services Block Grant (CSBG)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Senior Community Services Employment Program (SCSEP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TANF	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Second Chance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Housing and Urban Development Employment and Training Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Job Corps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
YouthBuild	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OTHER PROGRAMS AND ACTIVITIES AVAILABLE THROUGH THE LOCAL COMPREHENSIVE ONE-STOP CENTER(S)

REQUIRED PARTNER	OTHER PROGRAMS AND ACTIVITIES PROVIDED
Title I (Adult, Dislocated Worker, Youth)	
Title II: Adult Education and Family Literacy	
Title III: Employment Programs under Wagner-Peyser	
Title IV: Rehabilitation Services	
Post-secondary Career and Technical Education under Perkins	
Unemployment Insurance	
Job Counseling, Training and Placement Services for Veterans	
Trade Readjustment Allowance (TRA)	
Trade Adjustment Assistance (TAA)	
Migrant and Seasonal Farmworkers	
National Farmworker Jobs Program	
Community Services Block Grant (CSBG)	
Senior Community Services Employment Program (SCSEP)	
TANF	
Second Chance	
Housing and Urban Development Employment and Training Activities	
Job Corps	
YouthBuild	

SERVICE DELIVERY METHOD THROUGH THE LOCAL COMPREHENSIVE ONE-STOP CENTER(S)

PROGRAM	SERVICES PROVIDED THROUGH <i>OWN STAFF</i>	SERVICES PROVIDED THROUGH <i>CROSS-TRAINED PARTNER STAFF</i>	SERVICES PROVIDED THROUGH <i>CONTRACTOR PROVIDER</i>	SERVICES PROVIDED THROUGH <i>DIRECT LINKAGE</i>
Title I (Adult, Dislocated Worker, Youth)		Services:	Services:	Services:
		Partner:	Provider:	Method:
Title II: Adult Education and Family Literacy		Services:	Services:	Services:
		Partner:	Provider:	Method:
Title III: Employment Programs under Wagner-Peyser		Services:	Services:	Services:
		Partner:	Provider:	Method:
Title IV: Rehabilitation Services		Services:	Services:	Services:
		Partner:	Provider:	Method:
Post-secondary Career and Technical Education under Perkins		Services:	Services:	Services:
		Partner:	Provider:	Method:
Unemployment Insurance		Services:	Services:	Services:
		Partner:	Provider:	Method:
Job Counseling, Training and Placement Services for Veterans		Services:	Services:	Services:
		Partner:	Provider:	Method:
Trade Readjustment Allowance (TRA)		Services:	Services:	Services:
		Partner:	Provider:	Method:
Trade Adjustment Assistance (TAA)		Services:	Services:	Services:
		Partner:	Provider:	Method:
Migrant and Seasonal Farmworkers		Services:	Services:	Services:
		Partner:	Provider:	Method:
National Farmworker Jobs Program		Services:	Services:	Services:
		Partner:	Provider:	Method:
Community Services Block Grant (CSBG)		Services:	Services:	Services:
		Partner:	Provider:	Method:
Senior Community Services Employment Program (SCSEP)		Services:	Services:	Services:
		Partner:	Provider:	Method:

PROGRAM	SERVICES PROVIDED THROUGH <i>OWN STAFF</i>	SERVICES PROVIDED THROUGH <i>CROSS-TRAINED PARTNER STAFF</i>	SERVICES PROVIDED THROUGH <i>CONTRACTOR PROVIDER</i>	SERVICES PROVIDED THROUGH <i>DIRECT LINKAGE</i>
TANF		Services:	Services:	Services:
		Partner:	Provider:	Method:
Second Chance		Services:	Services:	Services:
		Partner:	Provider:	Method:
Housing and Urban Development Employment and Training Activities		Services:	Services:	Services:
		Partner:	Provider:	Method:
Job Corps		Services:	Services:	Services:
		Partner:	Provider:	Method:
YouthBuild		Services:	Services:	Services:
		Partner:	Provider:	Method:
Other (specify):		Services:	Services:	Services:
		Partner:	Provider:	Method:
Other (specify):		Services:	Services:	Services:
		Partner:	Provider:	Method:
Other (specify):		Services:	Services:	Services:
		Partner:	Provider:	Method:

GRANT CONTRACT
Between
SOUTH CENTRAL TENNESSEE DEVELOPMENT DISTRICT
And
SOUTH CENTRAL HUMAN RESOURCE AGENCY

This Contract, by and between South Central Tennessee Development District (SCTDD), hereinafter referred to as the "Grantor" and South Central Human Resource Agency (SCHRA), hereinafter referred to as the "Service Provider," is for the provision to be the *One Stop Program Operator and Career Services Provider for Adult, Dislocated Worker, And Youth Programs* to support the implementation of services within the American Job Center by formula funds designed to help job seekers access employment, education, training, as further defined in the "SCOPE OF SERVICES."

The Service Provider is a Governmental Not For Profit Political Subdivision of the State of Tennessee / 501(C)(3) Service Provider Place of Incorporation or Organization: Fayetteville, Tennessee Service Provider Federal Employer Identification Number: 62-0944179

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Service Provider shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Defined Terms:

1) "WIOA" means the Workforce Innovation and Opportunity Act as defined in 29 U.S.C.A. Sec. 3101 et seq (cited as Public Law 113-128 throughout this Grant Contract). WIOA is a federal law designed to: (1) strengthen the United States workforce development system through innovation, alignment and improvement of employment training and education programs in the United States; and to (2) promote individual and national economic growth.

2) "Adult"- means an individual who is age 18 and older as defined in Public Law 113- 128 Section 3(2).

3) "Youth"- defined as either:

- i. in-school youth-is an individual attending school (as defined by State law); not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21 or as further defined in Public Law 113-128 Section 129(a)(1)(C); or
- ii. out of school youth-is an individual not attending any school (as defined by State law); not younger than 16 or older than 24 and is as further defined in Public Law 113-128 Section 129(a)(1)(8).

4) "Dislocated Worker"- means an individual who (1) has been terminated or laid off, or who has received a notice of termination or layoff from employment and (2) is eligible for or has exhausted entitlement to unemployment compensation; or as further defined in Public Law 113-128 Sec. 3(15).

5) "Service Recipient"-WIOA services recipients are eligible Adults, Youth, and Dislocated Workers and particularly those with barriers to employment, education, training, and support services, to succeed in the labor market.

A. 3. Service Provider Services:

The Service Provider shall establish career services as described in Public Law 113-128- Section 134(c) (2) and training services as described under Section 134(c)(2)(A) and support services under Section (134) (d) (A)(II). Career service under WIOA include, but are not limited to, outreach, intake, orientation, and initial assessment of skills levels, determination of eligibility, job search, placement services, and creation of individual development plans. Training services include, but are not limited to Occupational skills, On the Job Training, entrepreneurial training, and adult literacy training. Support services include but are not limited to child support; transportation, dependent care, and needs based and needs related payments.

All services must comply with the applicable WIOA rules, regulations, directives, instructions, and policies promulgated or issued by the U.S. Government or by the State of Tennessee. These include the One Stop

Comprehensive Financial Management Technical Assistance Guide ("TAG"). The TAG, part I and part II and any subsequent amendments to the TAG, constitutes a part of this agreement and is incorporated into this Grant Contract by reference. The TAG is located at <https://www.tn.gov/workforce/article/staffpartnering-agencies-sub-Service-Provider-resource> until it is replaced by WIOA financial guidance issued by the U.S. Department of Labor Employment and Training Administration.

A.4. Use of Jobs4TN

As a partner providing workforce services programs, the subrecipient/contractor agrees to promote and utilize Jobs4TN as the primary portal (or entry) for job seekers registering for work and/or seeking employment, as well as for employers seeking to post job orders for applicant recruitment referral. This supports the service goals of the WIOA programs as well as the performance reporting requirements referenced in section A.5. and A.6. of the contract scope of services and deliverables respectively.

Service Goals

A.5. Performance Goals for WIOA activities are listed in Public Law 113-128 Section 116(b)(2)(A)(i) for adult and dislocated workers; and Section 116(b)(2)(A)(ii) for youth. The indicators for adult and dislocated workers are entered employment, employment retention and average earnings; youth indicators are placement in employment and education, attainment of a degree or certificate, literacy and numeracy gains and or training program leading to a recognized post-secondary credential.

Reporting Requirements

A.6. The Service Provider shall comply with all reporting requirements to include: data entry in the Virtual One- Stop ("VOS") system; and to include any other system or partner system required or vetted under WIOA for measuring performance outcomes, submission of associated monthly expenditure or financial analysis reports, and closeout packages, in the manner specified by the State and under all applicable laws, regulations, and instructions (in order to account for all funds expended by the Service Provider pursuant to this Grant). All the forms, instructions, and/or guidance for reporting and requesting funds can be found on the department's Workforce Services Division website.

A.7. Incorporation of Additional Documents

Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Service Provider's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a) This Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b) The RFP proposal solicitation as may be amended, if any;
- c) The proposal response (Attachment) incorporated to elaborate supplementary scope of services specifications.

A.8. Incorporation of Federal Award identification Worksheet. The federal award identification worksheet, which appears as Attachment E, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective on **July 1, 2019 ("Effective Date")** and extend to **June 30, 2020 (Term)**. Subject to performance of deliverables and available funds, the selected contractor may be eligible for up to (2) one year extensions. The Grantor shall have no obligation for goods or services provided by the Service Provider prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the Grantor under this Grant Contract exceed **(\$610,000)** staffing and related cost and **(\$747,915)** participant cost ("**Maximum Liability Total Contract \$1,357,915**") . The Infrastructure Funding Agreement (IFA) cost will be pass through funds under a separate memorandum of understanding agreement between all American Job Center Partners not included in this contract. The attached Grant Contract Budget shall constitute the maximum amount due the Service Provider under this Grant Contract. The Grant Contract Budget

line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Service Provider.

- C.2. Compensation Firm. The Maximum Liability of the Grantor is not subject to escalation for any reason unless amended. The Grant Contract Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Service Provider shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Contract Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Service Provider shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Service Provider for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Service Provider shall invoice the Grantor, with all necessary supporting documentation, and present such to:

South Central Tennessee Development District
101 Sam Watkins Blvd.
Mt. Pleasant TN 38474

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number assigned by the Service Provider
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement requests applicable).
 - (4) Grant Contract Number (assigned by the Service Provider)
 - (5) Grantor: (SCHRA)
 - (6) Grantor Number (assigned by the Service Provider to the above-referenced Grantor).
 - (7) Service Provider Name.
 - (8) Service Provider Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Service Provider Remittance Address.
 - (10) Service Provider Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement requested for the Invoice Period-it must detail, at minimum, all of the following:
 - i. The amount requested by Contract Budget line-tern (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Contract Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line items) for the Invoice Period.
- b. The Service Provider understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the Grantor is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line- item amount(s) detailed unless approved by South Central Tennessee Development District.
- C.7. Disbursement Reconciliation and Close Out. The Service Provider shall submit any final invoice and a grant disbursement reconciliation report within fifteen days (15) days of the Grant Contract end date, in form and substance acceptable to the Grantor.
- a. If total disbursements by the Grantor pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Service Provider shall refund the difference to the Grantor. The Service Provider shall submit said refund with the final grant disbursement reconciliation report.
 - b. The Grantor shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor will not deem any Service Provider costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor, and such invoices will NOT be paid.
 - c. The Service Provider's failure to provide a final grant disbursement reconciliation report to the Grantor as required shall result in the Service Provider being deemed ineligible for reimbursement under this Grant Contract, and the Service Provider shall be required to refund any and all payments by the Grantor pursuant to this Grant Contract.
 - d. The Service Provider must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Service Provider request reimbursement for indirect costs, the Service Provider must submit to the Grantor a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Service Provider will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Service Provider makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Service Provider agrees to remit any overpayment of funds to the Grantor, and subject to the availability of funds the Grantor agrees to remit any underpayment to the Service Provider.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the Grantor shall not prejudice the Grantor's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the Grantor shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Service Provider shall be subject to reduction for amounts included in any invoice or payment that are determined by the Grantor, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. Grantor's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Service Provider under this Grant Contract or any other contract between the Service Provider and the State of Tennessee under which the Service Provider has a right to receive payment from the Grantor.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Grantor is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract.
- D.3. Termination for Convenience. The Grantor may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the Grantor. The Grantor shall give the Service Provider at least thirty (30) days written notice before the effective termination date. The Service Provider shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor be liable to the Service Provider for compensation for any service that has not been rendered. The final decision as to the amount for which the Grantor is liable shall be determined by the Grantor. The Service Provider shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Grantor's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Service Provider fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Service Provider violates any terms of this Grant Contract ("Breach Condition"), the Grantor shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Service Provider shall not be relieved of liability to the Grantor for damages sustained by virtue of any Breach Condition and the Grantor may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting.
- a. The Service Provider shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the Grantor. If such subcontracts are approved by the Grantor, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Service Provider shall remain responsible for all work performed.
 - b. If the Service Provider is a local workforce investment area designated by the Governor or a local educational agency, the Service Provider may enter into subcontracts for any of the services performed under this Grant Contract without prior, written Grantor approval. Any subcontracts that do not require prior, written Grantor approval shall comply with all other requirements in subsection (a).
- D.6. Conflicts of Interest. The Service Provider warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Service Provider in connection with any work contemplated or performed relative to this Grant Contract.

The Service Provider acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Service Provider is, or within the past six months has been, an employee of the State of Tennessee or if the Service Provider is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Lobbying. The Service Provider certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this contract, grant, loan, or cooperative agreement, the Service Provider shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Service Provider shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements} and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Grantor:

Jerry Mansfield, Executive Director
101 Sam Watkins Blvd.
Mt. Pleasant, TN 38474

The Service Provider:

SOUTH CENTRAL HUMAN RESOURCE AGENCY

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Grantor reserves the right to terminate this Grant Contract upon written notice to the Service Provider. The Grantor's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the Grantor. Upon receipt of the written notice, the Service Provider shall cease all work associated with the Grant Contract. Should such an event occur, the Service Provider shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Service Provider shall have no right to recover from the Grantor any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. **Nondiscrimination.** The Service Provider agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Service Provider on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Service Provider shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** The Grantor and the Service Provider shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Service Provider warrants to the Grantor that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
- b. The Service Provider warrants that it will cooperate with the Grantor, including cooperation and coordination with Grantor privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The Grantor and the Service Provider will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the Grantor and the Service Provider in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

D.12. Public Accountability. If the Service Provider is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Service Provider on behalf of the State, the Service Provider agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Service Provider shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11 ") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Service Provider, provide Service Provider with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Service Provider in relation to this Grant Contract shall include the statement. "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Service Provider in relation to this Grant Contract shall be approved by the Grantor.

D.14. Licensure. The Service Provider and its employees and all sub-Service Providers shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Service Provider and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Service Provider and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GAS B) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Service Provider shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Service Provider shall establish a system of internal controls that utilize the COSO Internal Control-Integrated Framework model as the basic foundation for the internal control system. The Service Provider shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Service Provider's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Grantor, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Service Provider shall submit brief, periodic, progress reports to the Grantor as requested.
- D.18. Annual and Final Reports. The Service Provider shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Service Provider shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multi-year terms, the final report will take the place of the annual report for the final year of the Term.
- D.19. Audit Report. When the Service Provider has received seven hundred fifty thousand dollars **\$750,000.00** or more in aggregate federal and state funding for all of its programs within the Service Provider's fiscal year, the Service Provider shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Service Provider may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Service Provider and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with *U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

The Service Provider shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Service Provider shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Service Provider shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Service Provider shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Service Provider is a sub recipient, the Service Provider shall comply with 2 C.F.R. §§ 200.318-200.326 when procuring property and services under a federal award.

The Service Provider shall obtain prior approval from the Grantor before purchasing any equipment under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in anyone or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term

or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint ventures, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Grantor Liability. The Grantor shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workarounds plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Service Provider's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Service Provider will promptly notify the Grantor of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Grantor within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Service Provider's performance longer than forty-eight (48) hours, the Grantor may, upon notice to Service Provider: (a) cease payment of the fees until Service Provider resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Service Provider will not increase its charges under this Grant Contract or charge the Grantor any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Service Provider shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Grant Contract. As per contained in Tenn. Code §§67-6-601-608. Compliance with applicable registration requirements is a material requirement of this grant contract.
- D.26. Charges to Service Recipients Prohibited. The Service Provider shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. Grantor Interest in Equipment or Motor Vehicles. The Service Provider shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the Grantor's equitable interest therein, to the extent of its *pro rata* share, based upon the Grantor's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the Grantor in the equipment or motor vehicles acquired by the Service Provider pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the

Grantor in the equipment or motor vehicles acquired by the Service Provider pursuant to the provisions of this program's prior year Grant Contracts between the Grantor and the Service Provider.

The Service Provider grants the Grantor a security interest in all equipment or motor vehicles acquired in whole or in part by the Service Provider under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Service Provider hereby grants the Grantor a security interest in said equipment or motor vehicles. The Service Provider agrees that the Grantor may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Service Provider agrees to execute and deliver to the Grantor, upon the Grantor's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the Grantor may require perfecting a security interest with respect to said equipment or motor vehicles. The Service Provider shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the Grantor may reasonably require. Without the prior written consent of the Grantor, the Service Provider shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Service Provider's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the Grantor shall have the remedies of a secured party under the Uniform Commercial Code and, at the Grantor's option, may also invoke the remedies herein provided.

The Service Provider agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Service Provider shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Service Provider's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Service Provider no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Service Provider shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Service Provider shall inventory equipment or motor vehicles annually. The Service Provider must compare the results of the inventory with the inventory control report and investigate any differences. The Service Provider must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Service Provider shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the Grantor. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Service Provider shall notify the Grantor, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Service Provider shall be responsible to the Grantor for the *pro rata* amount of the residual value at the time of loss based upon the Grantor's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Service Provider shall request written approval from the Grantor for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Service Provider shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Service Provider agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Service Provider acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating here to, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Service Provider certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Service Provider shall provide immediate written notice to the Grantor if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of

form, medium or method of communication, provided to the Service Provider by the Grantor or acquired by the Service Provider on behalf of the Grantor that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit Service Provider to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Service Provider due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Service Provider shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Printing Authorization. The Service Provider agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. Work Papers Subject to Review. The Service Provider shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.6. Disclosure of Personal Identity Information. The Service Provider shall report to the Grantor any instances of unauthorized disclosure of personally identifiable information that comes to the Service Provider's attention. The Service Provider shall make any such report within twenty-four (24) hours after the instance has come to the Service Provider's attention. The Service Provider, at the sole discretion of the Grantor, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Service Provider shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the Grantor under this Grant Contract or otherwise available at law.
- E.7. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Service Provider to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Service Provider is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Service Provider provides information to the Grantor as required.

The Service Provider shall comply with the following:

a. Reporting of Total Compensation of the Service Provider's Executives.

- (1) The Service Provider shall report the names and total compensation of each of its five most highly compensated executives for the Service Provider's preceding completed fiscal year, if in the Service Provider's preceding fiscal year received:
- i. 80 percent or more of the Service Provider's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Service Provider's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):

- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Service Provider must report executive total compensation described above to the Grantor by the end of the month during which this Grant Contract is established.
- c. If this Grant is amended to extend the Term, the Service Provider must submit an executive total compensation report to the Grantor by the end of the month in which the amendment to this Grant becomes effective.
- d. The Service Provider will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at <http://efedgov.dnb.com/webform/>

The Service Provider's failure to comply with the above requirements is a material breach of this Grant for which the Grantor may terminate this Grant Contract for cause. The Grantor will not be obligated to pay any outstanding invoice received from the Service Provider unless and until the Service Provider is in full compliance with the above requirements.

E.8. The Service Provider is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of 29 CFR 97.38(i)(1-13) are met and that the Service Provider provides information to the Grantor as required.

The Service Provider (and any subcontractor) shall comply with the following:

- a. Subsection (12) - Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear 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). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- b. Subsection (13) - Mandatory 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).

IN WITNESS WHEREOF, GRANTOR: South Central Tennessee Development District SERVICE PROVIDER: South Central Human Resource.

Signature: *Jerry Mansfield*
Grantor: South Central Tennessee Development District Agency

Date: 7/2/19

Signature: *Paul T. Roman*
Service Provider: South Central Human Resource

Date: 7/2/19

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

In order to assure that Federal agencies conduct business with responsible organizations only, the President issued Executive Order 12549, Debarment and Suspension, encoded at 20 CFR Part 98, Section 98.510. This Order requires that all organizations or individuals presently debarred or suspended by any Federal agency shall be prohibited from doing business with ALL Federal agencies for the period of debarment or suspension.

ALL prospective Service Providers are therefore required to certify that they fall into none of

the categories of ineligibility. The Certification Regarding Debarment, Suspension, and Other Responsibility Matters: Primary Covered Transaction is attached for this purpose, and must be signed and submitted with each prospective Service Provider's application.

1. As spelled out in #6 of the attached instructions for the aforementioned Certification, the Order further requires that all primary participants (i.e., Service Providers) shall not knowingly enter into any lower tier covered transaction with a person or organization who is debarred, suspended, otherwise ineligible. Primary participants are therefore required to obtain certification of eligibility from all prospective Sub-Service Providers and subcontractors prior to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: Lower Tier Covered Transactions is attached for this purpose.

*NOTE: "All", in the Final Rule, is expected to be clarified to show that it applies to covered contract grant transactions over \$100,000 (per OMB).

**INSTRUCTIONS FOR COMPLETION OF SF-LL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report . Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP number, invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a.) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, note just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the office(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLOA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Instruction for Certification

By signing and/or submitting this application or Grant Agreement, the Service Provider is providing the certification set out below.

The certification set out below is a material representation of fact upon which reliance was placed when the agency determined to award the Grant. If it is later determined that the Service Provider knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Certification Regarding Drug-Free Workplace Requirements

- A. (South Central Human Resource Agency) certifies that it will provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Service Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing a drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Service Provider's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the Grant be given a copy of the statement required by paragraph a);
 - d) Notifying the employee in the statement required by paragraph a) that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e) Notifying the agency within ten days after receiving notice under subparagraph d), 2) from an employee or otherwise receiving actual notice of such conviction.
 - f) Taking one of the following actions, within 30 days of receiving notice under subparagraph d), 2), with respect to any employee who is so convicted -1). Taking appropriate personnel action

against such an employee, up to and including termination, or requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a), b), c), d), e), and f).

B. The Service Provider shall insert in the space provided below the site(s) for the performance of work done in connection **with** the specific Grant:

Place of performance (street address, city, county, state, zip code):

1437 Winchester Highway
Fayetteville TN 38474

Other provisions of this contract include the following, if applicable:

1. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by Service Providers and their contractors or sub-Service Providers).
2. Compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair).
3. Compliance with the David-Bacon Act (40 USC 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000 awarded by Service Providers and sub-Service Providers when required by Federal grant program legislation).
4. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Service Providers and sub-Service Providers in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
5. Compliance with all applicable standards orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000.)
6. Mandatory 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).

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his/her knowledge and belief, that:

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

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

Paul T. Rosson

Service Provider/Contractor Organization
South Central Human Resource Agency

Jerry Mansfield

Name of Certifying Official
Jerry Mansfield, Executive Director

Attachments to this Grant Contract:

- 1) REQUEST FOR PROPOSAL (RFP) for One Stop Operator & Career Services Provider
- 2) PROPOSAL- From SCHRA
- 3) DISCLOSURE OF LOBBYING
- 4) CERTIFICATION REGARDING DEBARMENT
- 5) CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS
- 6) DRUG FREE WORKPLACE CERTIFICATION

GRANT CONTRACT
Between
SOUTH CENTRAL TENNESSEE DEVELOPMENT DISTRICT
And
SOUTH CENTRAL HUMAN RESOURCE AGENCY
Amendment 1

This Contract, by and between South Central Tennessee Development District (SCTDD), hereinafter referred to as the "Grantor" and South Central Human Resource Agency (SCHRA), hereinafter referred to as the "Service Provider," is for the provision to be the *One Stop Program Operator and Career Services Provider for Adult, Dislocated Worker, And Youth Programs* to support the implementation of services within the American Job Center by formula funds designed to help job seekers access employment, education, training, as further defined in the "SCOPE OF SERVICES."

The Service Provider is a Governmental Not For Profit Political Subdivision of the State of Tennessee / 501(C)(3) Service Provider Place of Incorporation or Organization: Fayetteville,
Tennessee Service Provider Federal Employer Identification Number: 62-0944179

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Service Provider shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Defined Terms:

1) "WIOA" means the Workforce Innovation and Opportunity Act as defined in 29 U.S.C.A. Sec. 3101 et seq (cited as Public Law 113-128 throughout this Grant Contract). WIOA is a federal law designed to: (1) strengthen the United States workforce development system through innovation, alignment and improvement of employment training and education programs in the United States; and to (2) promote individual and national economic growth.

2) "Adult"- means an individual who is age 18 and older as defined in Public Law 113- 128 Section 3(2).

3) "Youth"- defined as either:

- i. in-school youth-is an individual attending school (as defined by State law); not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21 or as further defined in Public Law 113-128 Section 129(a)(1)(C); or
- ii. out of school youth-is an individual not attending any school (as defined by State law); not younger than 16 or older than 24 and is as further defined in Public Law 113-128 Section 129(a)(1)(8).

4) "Dislocated Worker"- means an individual who (1) has been terminated or laid off, or who has received a notice of termination or layoff from employment and (2) is eligible for or has exhausted entitlement to unemployment compensation; or as further defined in Public Law 113-128 Sec. 3(15).

5) "Service Recipient"-WIOA services recipients are eligible Adults, Youth, and Dislocated Workers and particularly those with barriers to employment, education, training, and support services, to succeed in the labor market.

A. 3. Service Provider Services:

The Service Provider shall establish career services as described in Public Law 113-128- Section 134(c)(2) and training services as described under Section 134(c)(2)(A) and support services under Section (134) (d) (A)(II). Career service under WIOA include, but are not limited to, outreach, intake, orientation, and initial assessment of skills levels, determination of eligibility, job search, placement services, and creation of individual development plans. Training services include, but are not limited to Occupational skills, On the Job Training, entrepreneurial training, and adult literacy training. Support services include but are not limited to child support; transportation, dependent care, and needs based and needs related payments.

All services must comply with the applicable WIOA rules, regulations, directives, instructions, and policies promulgated or issued by the U.S. Government or by the State of Tennessee. These include the One Stop Comprehensive Financial Management Technical Assistance Guide ("TAG"). The TAG, part I and part II and any subsequent amendments to the TAG, constitutes a part of this agreement and is incorporated into this Grant Contract by reference. The TAG is located at <https://www.tn.gov/workforce/article/staffpartnering-agencies-sub-Service-Provider-resource> until it is replaced by WIOA financial guidance issued by the U.S. Department of Labor Employment and Training Administration.

- A.4. **Use of Jobs4TN**
As a partner providing workforce services programs, the subrecipient/contractor agrees to promote and utilize Jobs4TN as the primary portal (or entry) for job seekers registering for work and/or seeking employment, as well as for employers seeking to post job orders for applicant recruitment referral. This supports the service goals of the WIOA programs as well as the performance reporting requirements referenced in section A.5. and A.6. of the contract scope of services and deliverables respectively.
- A.5. **Service Goals**
Performance Goals for WIOA activities are listed in Public Law 113-128 Section 116(b)(2)(A)(i) for adult and dislocated workers; and Section 116(b)(2)(A)(ii) for youth. The indicators for adult and dislocated workers are entered employment, employment retention and average earnings; youth indicators are placement in employment and education, attainment of a degree or certificate, literacy and numeracy gains and or training program leading to a recognized post-secondary credential.
- A.6. **Reporting Requirements**
The Service Provider shall comply with all reporting requirements to include: data entry in the Virtual One- Stop ("VOS") system; and to include any other system or partner system required or vetted under WIOA for measuring performance outcomes, submission of associated monthly expenditure or financial analysis reports, and closeout packages, in the manner specified by the State and under all applicable laws, regulations, and instructions (in order to account for all funds expended by the Service Provider pursuant to this Grant). All the forms, instructions, and/or guidance for reporting and requesting funds can be found on the department's Workforce Services Division website.
- A.7. **Incorporation of Additional Documents**
Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Service Provider's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a) This Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b) The RFP proposal solicitation as may be amended, if any;
 - c) The proposal response (Attachment) incorporated to elaborate supplementary scope of services specifications.
- A.8. **Incorporation of Federal Award identification Worksheet.** The federal award identification worksheet, which appears as Attachment E, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective on **July 1, 2019 ("Effective Date") and extend to June 30, 2020 (Term)**. Subject to performance of deliverables and available funds, the selected contractor may be eligible for up to (2) one year extensions. The Grantor shall have no obligation for goods or services provided by the Service Provider prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the Grantor under this Grant Contract exceed **(\$612,000) staffing and related cost and (\$1,575,500) participant cost ("Maximum Liability Total Contract \$2,187,500")**. The Infrastructure Funding Agreement (IFA) cost will be pass through funds under a separate memorandum of understanding agreement between all American Job Center

Partners not included in this contract. The attached Grant Contract Budget shall constitute the maximum amount due the Service Provider under this Grant Contract. The Grant Contract Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Service Provider.

- C.2. Compensation Firm. The Maximum Liability of the Grantor is not subject to escalation for any reason unless amended. The Grant Contract Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Service Provider shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Contract Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Service Provider shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Service Provider for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Service Provider shall invoice the Grantor, with all necessary supporting documentation, and present such to:

South Central Tennessee Development District
101 Sam Watkins Blvd.
Mt. Pleasant TN 38474

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number assigned by the Service Provider
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement requests applicable).
 - (4) Grant Contract Number (assigned by the Service Provider)
 - (5) Grantor: (SCHRA)
 - (6) Grantor Number (assigned by the Service Provider to the above-referenced Grantor).
 - (7) Service Provider Name.
 - (8) Service Provider Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Service Provider Remittance Address.
 - (10) Service Provider Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement requested for the Invoice Period -it must detail, at minimum, all of the following:
 - i. The amount requested by Contract Budget line-tern (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Contract Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line items) for the Invoice Period.
- b. The Service Provider understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the Grantor is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line- item amount(s) detailed unless approved by South Central Tennessee Development District.
- C.7. Disbursement Reconciliation and Close Out. The Service Provider shall submit any final invoice and a grant disbursement reconciliation report within fifteen days (15) days of the Grant Contract end date, in form and substance acceptable to the Grantor.
- a. If total disbursements by the Grantor pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Service Provider shall refund the difference to the Grantor. The Service Provider shall submit said refund with the final grant disbursement reconciliation report.
 - b. The Grantor shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor will not deem any Service Provider costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor, and such invoices will NOT be paid.
 - c. The Service Provider's failure to provide a final grant disbursement reconciliation report to the Grantor as required shall result in the Service Provider being deemed ineligible for reimbursement under this Grant Contract, and the Service Provider shall be required to refund any and all payments by the Grantor pursuant to this Grant Contract.
 - d. The Service Provider must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Service Provider request reimbursement for indirect costs, the Service Provider must submit to the Grantor a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Service Provider will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Service Provider makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Service Provider agrees to remit any overpayment of funds to the Grantor, and subject to the availability of funds the Grantor agrees to remit any underpayment to the Service Provider.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the Grantor shall not prejudice the Grantor's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the Grantor shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Service Provider shall be subject to reduction for amounts included in any invoice or payment that are determined by the Grantor, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. Grantor's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Service Provider under this Grant Contract or any other contract between the Service Provider and the State of Tennessee under which the Service Provider has a right to receive payment from the Grantor.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Grantor is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract.
- D.3. Termination for Convenience. The Grantor may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the Grantor. The Grantor shall give the Service Provider at least thirty (30) days written notice before the effective termination date. The Service Provider shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor be liable to the Service Provider for compensation for any service that has not been rendered. The final decision as to the amount for which the Grantor is liable shall be determined by the Grantor. The Service Provider shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Grantor's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Service Provider fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Service Provider violates any terms of this Grant Contract ("Breach Condition"), the Grantor shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Service Provider shall not be relieved of liability to the Grantor for damages sustained by virtue of any Breach Condition and the Grantor may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting.
- a. The Service Provider shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the Grantor. If such subcontracts are approved by the Grantor, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Service Provider shall remain responsible for all work performed.
 - b. If the Service Provider is a local workforce investment area designated by the Governor or a local educational agency, the Service Provider may enter into subcontracts for any of the services performed under this Grant Contract without prior, written Grantor approval. Any subcontracts that do not require prior, written Grantor approval shall comply with all other requirements in subsection (a).
- D.6 Conflicts of Interest. The Service Provider warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Service Provider in connection with any work contemplated or performed relative to this Grant Contract.

The Service Provider acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Service Provider is, or within the past six months has been, an employee of the State of Tennessee or if the Service Provider is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7 Lobbying. The Service Provider certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this contract, grant, loan, or cooperative agreement, the Service Provider shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Service Provider shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Grantor:

Jerry Mansfield, Executive Director
101 Sam Watkins Blvd.
Mt. Pleasant, TN 38474

The Service Provider:

SOUTH CENTRAL HUMAN RESOURCE AGENCY

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Grantor reserves the right to terminate this Grant Contract upon written notice to the Service Provider. The Grantor's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the Grantor. Upon receipt of the written notice, the Service Provider shall cease all work associated with the Grant Contract. Should such an event occur, the Service Provider shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Service Provider shall have no right to recover from the Grantor any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. **Nondiscrimination.** The Service Provider agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Service Provider on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Service Provider shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** The Grantor and the Service Provider shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Service Provider warrants to the Grantor that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
- b. The Service Provider warrants that it will cooperate with the Grantor, including cooperation and coordination with Grantor privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The Grantor and the Service Provider will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the Grantor and the Service Provider in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

D.12. Public Accountability. If the Service Provider is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Service Provider on behalf of the State, the Service Provider agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Service Provider shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11 ") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Service Provider, provide Service Provider with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Service Provider in relation to this Grant Contract shall include the statement "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Service Provider in relation to this Grant Contract shall be approved by the Grantor.
- D.14. Licensure. The Service Provider and its employees and all sub-Service Providers shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Service Provider and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Service Provider and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GAS B) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Service Provider shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Service Provider shall establish a system of internal controls that utilize the COSO Internal Control-Integrated Framework model as the basic foundation for the internal control system. The Service Provider shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Service Provider's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Grantor, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Service Provider shall submit brief, periodic, progress reports to the Grantor as requested.
- D.18. Annual and Final Reports. The Service Provider shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Service Provider shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multi-year terms, the final report will take the place of the annual report for the final year of the Term.

- D.19. Audit Report. When the Service Provider has received seven hundred fifty thousand dollars **\$750,000.00** or more in aggregate federal and state funding for all of its programs within the Service Provider's fiscal year, the Service Provider shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Service Provider may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Service Provider and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with *U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

The Service Provider shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Service Provider shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Service Provider shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Service Provider shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Service Provider is a sub recipient, the Service Provider shall comply with 2 C.F.R. §§ 200.318-200.326 when procuring property and services under a federal award.

The Service Provider shall obtain prior approval from the Grantor before purchasing any equipment under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in anyone or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term

or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint ventures, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Grantor Liability. The Grantor shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaroud plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Service Provider's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Service Provider will promptly notify the Grantor of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Grantor within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Service Provider's performance longer than forty-eight (48) hours, the Grantor may, upon notice to Service Provider: (a) cease payment of the fees until Service Provider resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Service Provider will not increase its charges under this Grant Contract or charge the Grantor any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Service Provider shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Grant Contract. As per contained in Tenn. Code §§67-6-601-608. Compliance with applicable registration requirements is a material requirement of this grant contact.
- D.26. Charges to Service Recipients Prohibited. The Service Provider shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. Grantor Interest in Equipment or Motor Vehicles. The Service Provider shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the Grantor's equitable interest therein, to the extent of its *pro rata* share, based upon the Grantor's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the Grantor in the equipment or motor vehicles acquired by the Service Provider pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the

Grantor in the equipment or motor vehicles acquired by the Service Provider pursuant to the provisions of this program's prior year Grant Contracts between the Grantor and the Service Provider.

The Service Provider grants the Grantor a security interest in all equipment or motor vehicles acquired in whole or in part by the Service Provider under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Service Provider hereby grants the Grantor a security interest in said equipment or motor vehicles. The Service Provider agrees that the Grantor may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Service Provider agrees to execute and deliver to the Grantor, upon the Grantor's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the Grantor may require perfecting a security interest with respect to said equipment or motor vehicles. The Service Provider shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the Grantor may reasonably require. Without the prior written consent of the Grantor, the Service Provider shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Service Provider's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the Grantor shall have the remedies of a secured party under the Uniform Commercial Code and, at the Grantor's option, may also invoke the remedies herein provided.

The Service Provider agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Service Provider shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Service Provider's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Service Provider no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Service Provider shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Service Provider shall inventory equipment or motor vehicles annually. The Service Provider must compare the results of the inventory with the inventory control report and investigate any differences. The Service Provider must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Service Provider shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the Grantor. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Service Provider shall notify the Grantor, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Service Provider shall be responsible to the Grantor for the *pro rata* amount of the residual value at the time of loss based upon the Grantor's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Service Provider shall request written approval from the Grantor for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Service Provider shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Service Provider agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Service Provider acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating here to, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Service Provider certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Service Provider shall provide immediate written notice to the Grantor if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of

form, medium or method of communication, provided to the Service Provider by the Grantor or acquired by the Service Provider on behalf of the Grantor that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit Service Provider to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Service Provider due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Service Provider shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Printing Authorization. The Service Provider agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. Work Papers Subject to Review. The Service Provider shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.6. Disclosure of Personal Identity Information. The Service Provider shall report to the Grantor any instances of unauthorized disclosure of personally identifiable information that comes to the Service Provider's attention. The Service Provider shall make any such report within twenty-four (24) hours after the instance has come to the Service Provider's attention. The Service Provider, at the sole discretion of the Grantor, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Service Provider shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the Grantor under this Grant Contract or otherwise available at law.
- E.7. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Service Provider to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Service Provider is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Service Provider provides information to the Grantor as required.

The Service Provider shall comply with the following:

- a. Reporting of Total Compensation of the Service Provider's Executives.
- (1) The Service Provider shall report the names and total compensation of each of its five most highly compensated executives for the Service Provider's preceding completed fiscal year, if in the Service Provider's preceding fiscal year received:
- i. 80 percent or more of the Service Provider's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Service Provider's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):

- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Service Provider must report executive total compensation described above to the Grantor by the end of the month during which this Grant Contract is established.
 - c. If this Grant is amended to extend the Term, the Service Provider must submit an executive total compensation report to the Grantor by the end of the month in which the amendment to this Grant becomes effective.
 - d. The Service Provider will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at <http://ifedgov.dnb.com/webform/>

The Service Provider's failure to comply with the above requirements is a material breach of this Grant for which the Grantor may terminate this Grant Contract for cause. The Grantor will not be obligated to pay any outstanding invoice received from the Service Provider unless and until the Service Provider is in full compliance with the above requirements.

E.8. The Service Provider is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of 29 CFR 97.36(i)(1-13) are met and that the Service Provider provides information to the Grantor as required.

The Service Provider (and any subcontractor) shall comply with the following:

- a. Subsection (12) - Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear 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). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- b. Subsection (13) - Mandatory 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).

IN WITNESS WHEREOF, GRANTOR: South Central Tennessee Development District SERVICE PROVIDER: South Central Human Resource.

at
Signature: Jerry Mansfield
Grantor: South Central Tennessee Development District Agency

Signature: Paul T. Rossen
Service Provider: South Central Human Resource

Date: 5/15/20

Date: 5/15/20

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

In order to assure that Federal agencies conduct business with responsible organizations only, the President issued Executive Order 12549, Debarment and Suspension, encoded at 20 CFR Part 98, Section 98.510. This Order requires that all organizations or individuals presently debarred or suspended by any Federal agency shall be prohibited from doing business with ALL Federal agencies for the period of debarment or suspension.

ALL prospective Service Providers are therefore required to certify that they fall into none of

the categories of ineligibility. The Certification Regarding Debarment, Suspension, and Other Responsibility Matters: Primary Covered Transaction is attached for this purpose, and must be signed and submitted with each prospective Service Provider's application.

1. As spelled out in #6 of the attached instructions for the aforementioned Certification, the Order further requires that all primary participants (i.e., Service Providers) shall not knowingly enter into any lower tier covered transaction with a person or organization who is debarred, suspended, otherwise ineligible. Primary participants are therefore required to obtain certification of eligibility from all prospective Sub-Service Providers and subcontractors prior to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: Lower Tier Covered Transactions is attached for this purpose.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his/her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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



**Service Provider/Contractor Organization
South Central Human Resource Agency**

**Name of Certifying Official
Jerry Mansfield, Executive Director**

*NOTE: "All", in the Final Rule, is expected to be clarified to show that it applies to covered contract grant transactions over \$100,000 (per OMB).

**INSTRUCTIONS FOR COMPLETION OF SF-LL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report . Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, entered the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if know. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if know. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number,

- grant announcement number, the contract grant, or loan number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
 10. (a.) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, note just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the office(s), employee(s), or Member(s) of Congress that were contacted.
 15. Check whether or not a SF-LLLOA Continuation Sheet(s) is attached.
 16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Instruction for Certification

By signing and/or submitting this application or Grant Agreement, the Service Provider is providing the certification set out below.

The certification set out below is a material representation of act upon which reliance was placed when the agency determined to award the Grant. If it is later determined that the Service Provider knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Certification Regarding Drug-Free Workplace Requirements

- A. (South Central Human Resource Agency) certifies that it will provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Service Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing a drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Service Provider's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the Grant be given a copy of the statement required by paragraph a):
 - d) Notifying the employee in the statement required by paragraph a) that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e) Notifying the agency within ten days after receiving notice under subparagraph d), 2) from an employee or otherwise receiving actual notice of such conviction.
 - f) Taking one of the following actions, within 30 days of receiving notice under subparagraph d), 2), with respect to any employee who is so convicted -1). Taking appropriate personnel action against such an employee, up to and including termination, or 2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a), b), c), d), e), and f).

B. The Service Provider shall insert in the space provided below the site(s) for the performance of work done in connection **with** the specific Grant:

Place of performance (street address, city, county, state , zip code):

1437 Winchester Highway
Fayetteville TN 38474

Other provisions of this contract include the following, if applicable:

1. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by Service Providers and their contractors or sub-Service Providers).
2. Compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair).
3. Compliance with the David-Bacon Act (40 USC 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000 awarded by Service Providers and sub-Service Providers when required by Federal grant program legislation).
4. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Service Providers and sub-Service Providers in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
5. Compliance with all applicable standards orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)}, Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000.)
6. Mandatory 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)

Attachments to this Grant Contract:

1) REQUEST FOR PROPOSAL (RFP) for One Stop Operator & Career Services Provider

2) PROPOSAL- From SCHRA

3) DISCLOSURE OF LOBBYING

4) CERTIFICATION REGARDING DEBARMENT

5) CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

6) DRUG FREE WORKPLACE CERTIFICATION



South Central Tennessee Development District Procurement Policy

1. Purpose

The purpose of this policy is to ensure that goods and services purchased for the performance of a federal grant are obtained in a cost-effective manner and in compliance with federal regulations. This policy applies to South Central Tennessee Development District (SCTDD) in all forms to include all departments, subsidiaries and divisions within.

Purchasing

The South Central Tennessee Development District manages approximately forty State and Federal Awards. As a requirement of procurement compliance with all State and Federal awards, SCTDD will ensure adherence to methods of the individual awarding agency procurement systems. All purchases and reimbursement of the cost of goods, materials, supplies, equipment, and/or contracted services from Grant Contract/Award(s) shall be made in compliance with the Uniform Guidance 2 CFR Part 200, Subpart D (200.317 - 200.326). If any portion of South Central Tennessee Development District's Procurement policy conflicts with Federal or State policy, the more stringent of the policies will prevail. The following policy is to be utilized as guide but not to conflict with general rule for allowability and guidance found in Uniform Guidance and general rules 2 CFR Part 200.

2. Scope

This policy applies to Program Directors and any other employees ("buyer") authorized to initiate and/or approve purchases paid with federal grant funds.

3. Responsibility

The Program Director is responsible for determining whether a purchase is allowable under the terms of the federal grant and will ensure purchases are in accordance with this policy. The Purchasing Agent will provide decision support upon request. The Purchasing Agent is responsible for ensuring that all applicable bid and quote documentation is present before finalizing the purchase.

4. Code of Conduct

As representatives of the SCTDD, all employees are expected to conduct themselves in a professional and ethical manner, maintaining high standards of integrity and the use of good judgment. Employees are expected to be principled in their business interactions and act in good faith with individuals both inside and outside. The following Code of Conduct shall govern the performance, behavior and actions of the SCTDD, board members, employees, directors, volunteers, and agents who are engaged in any aspect of procurement, including – but not limited to – purchasing goods and services; awarding contracts and grants; or the administration and supervision of contracts.

Code of Conduct

- a. No employee, officer, board member, volunteer or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, board member or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has financial or other interest in or a tangible personal benefit from a firm considered for a contract. It is the responsibility of the employee, officer, board member or its agents to report the conflict of interest immediately to the Executive Director, Finance Director and Purchasing Agent.

- b. No employee, officer, director, volunteer or agent of the SCTDD shall do business with, award contracts to, or show favoritism toward a member of his/her immediate family, spouse's family or to any company, vendor or concern who either employs or has any relationship to a family member; or award a contract or bid which violates the spirit or intent of Federal, State and local procurement laws and policies established to maximize free and open competition among qualified vendors.

- c. The SCTDD employees, officers, directors, volunteers or agents shall neither solicit nor accept gratuities, gifts, consulting fees, trips, favors or anything having a monetary value from a vendor, potential vendor, or from the family or employees of a vendor, potential vendor or bidder; or from any party to a sub-agreement or ancillary contract.

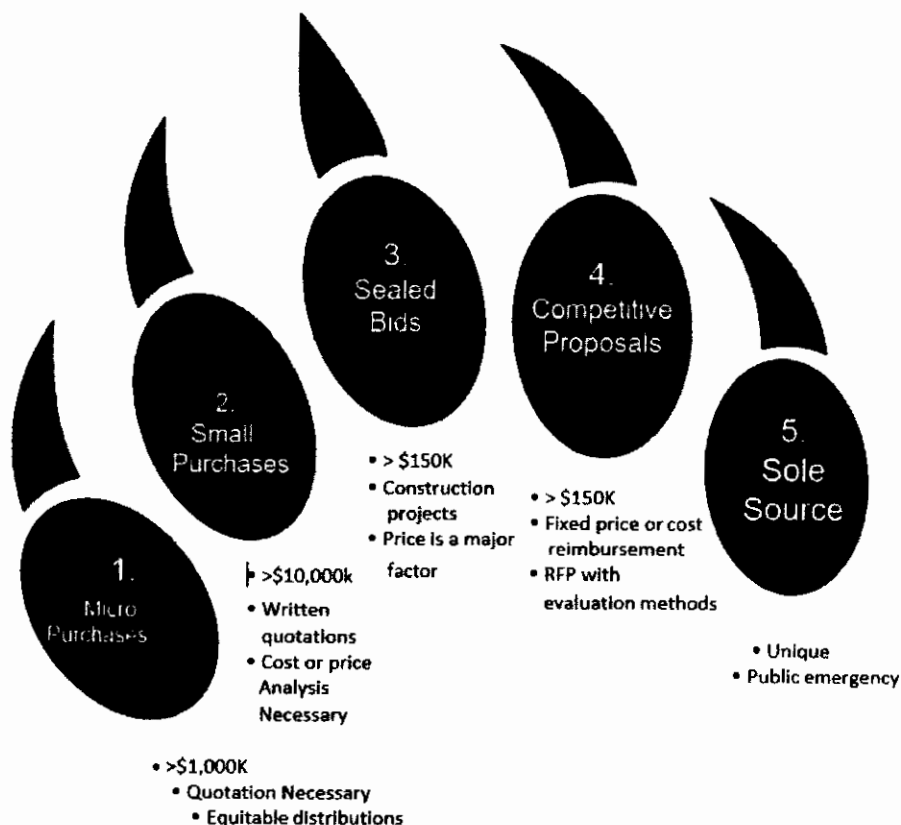
5. Overview

All purchases in excess of \$5,000.00 shall have the prior approval of the Finance Director and the Executive Director.

To promote compliance with federal regulations, the SCTDD requires buyers to perform a measure of cost/price analysis when making purchases under federal grants. Buyers shall avoid purchasing unnecessary items. All vendor bids and quotations must be evaluated on the basis of product quality, technical compliance with specifications, total cost, and the vendor's acceptance of the SCTDD terms and conditions. Before beginning vendor selection, buyers should be sure that they have a clear and accurate description of the requirements for the material, product, or service being acquired so that a fair and equitable comparison of price and/or cost can be made. Whenever possible, three price quotes should be obtained for all goods and services. The vendor selection process for goods and services valued at less than \$1,000 need not be documented or maintained as part of the transaction record. The vendor selection process for goods and services in excess of \$1,000 and up to \$10,000 require three competitive bids or quotes to be obtained and retained in procurement files. The vendor selection process for goods and services in excess of \$10,000

requires a “Request for Proposal” (RFP), Invitation to Bid” (IFB) OR “Request for Quote” (RFQ) be prepared and three written competitive bids obtained and retained in procurement files. The vendor selection process for goods and services will adhere to the procurement claw section 200.320 to include a stringent modification to micro and small purchases. Federal Uniform Guidance 2 CFR Part 200.113 – 200.326. State guidelines for procurement and bid opening should resourced for updated information and/or revisions prior to each large procurement to ensure compliance above and beyond this policy.

Procurement “Claw” (Section 200.320)



6. Cost and Price Analysis

Some form of cost or price analysis must be made in connection with every procurement action. The vendor selection process for goods and services valued at less than \$1,000 need not include written bids or quotes to be documented or maintained as part of the transaction record. However, in a good faith effort the process of cost and price analysis should be completed. The vendor selection process for goods and services in excess of \$1,000 and up to \$10,000 require three competitive written bids or quotes to be obtained and retained in procurement files. Price analysis is used when it is a lump sum fixed price. Cost analysis may be used where it is a cost-reimbursement purchase or where there is only one prospective bidder and no comparable goods are services are available to be compared.

requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurements. The specific features of the named brand which must be met by offers must be clearly stated; and identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals." **CFR §200.319 (c)(1)(2)**. Reference to brand names, trade names, model numbers or other appropriate identification should only be included to establish the required level of quality and functional capabilities. Comparable items may be bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. Provision of such proof is the total responsibility of the vendor and could include such things as brochures, catalogue pages or other data, attached to the bid.

Wherever possible, all specifications for materials, products, or services to be purchased by SCHRA shall be worded or designed so as to permit open and competitive bidding for the supplying of such items or services to which they apply. "In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements." **CFR §200.319 (a)**

SECTION 6: VENDOR SELECTION

All vendors providing supplies, equipment or services must be "responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources." **CFR §200.318 (h)** In addition, SCHRA will take all necessary affirmative steps as described in **CFR §200.321** to assure minority-owned and woman-owned businesses as well as businesses from labor surplus areas are used to the maximum extent possible. However, vendors shall be subject to disqualification if they are found to misrepresent quality, quantity, or price of supplies, equipment, services or other items delivered. A vendor/contractor may also be viewed negatively if they have performed below expectations from past purchases or contract/MOU projects.

Particularly in the area of vehicle repairs, SCHRA will compile "Approved Vendor" lists. Inclusion on this list gives consideration to the geographic location of the delivery of service, and the Vendor's proven ability to perform and the demonstrated capacity to meet needs within a reasonable period of time. SCHRA shall actively solicit proposals from small businesses and minority-owned business sources. These sources shall be given the maximum feasible opportunity to compete for contracts.

SECTION 7: CERTIFICATION OF DEBARMENT STATUS

To comply with Federal Acquisitions Regulations, using Federal funds of \$25,000 or more on individual awards SCHRA requires the Purchasing Department to include the following certification in "Request for Proposal" or "Invitation to Bid" packets.

"The vendor certifies that he/she is not presently debarred, proposed for debarment, suspended, or declared ineligible for covered transactions by any Federal agency or department. The vendor also certifies that within the past three years he/she has not been convicted of or had civil judgment rendered against him/her for a fraudulent contract or transaction, violation of Federal or State antitrust laws, or the commission of embezzlement, theft, forgery, bribery, falsifying or destroying records, receiving stolen property, or making false statements."

Before a contract is issued to the vendor with funds coming directly to SCHRA from the Federal government or indirectly through the State government or another entity, the Purchasing Department should consult the government's System for Award Management - SAM (<https://www.sam.gov>) to determine the eligibility of the proposed vendor.

SECTION 8: METHODS OF PURCHASES

The following are the purchasing methods that may be used for the purchase of goods and/or services.

A. Competitive Bidding Process

Purchases of items that, by their nature, have sufficiently uniform and impersonal criteria so that their purchase may be based on conformance with required specifications and lowest overall price, may be procured based on price quotes received from a number of prospective vendors.

B. Sealed Bid Process/Invitation to Bid

SCHRA shall strive to obtain at least (3) sealed bids on all purchases which exceed \$25,000, except as otherwise provided in this policy. All sealed bid requests/invitations to bid shall be approved by the Purchasing Department prior to issuance. The sealed bid method will be utilized when price is the primary evaluation factor.

1.0 Bid Submission

1.1 Invitations to bid (ITB) shall indicate that bids must be received by SCHRA on or before a specified date and hour.

In preparation of Invitations to Bid it shall be the intent of the SCHRA to set forth such invitations in a manner which, where possible, provides the following;

A. Terms and conditions clearly stating the requirements for the bid response and language to bind the parties in the event of award.

B. Clear and definitive specifications which shall, wherever possible, permit open and competitive bidding and minimize the likelihood of requests by prospective proposers for clarification.

C. Instructions for delivering the service requested or packaging, shipping, and delivering the commodity purchased, and where appropriate, instructions for storage by the Vendor.

D. A timeline of the process that specifies deadlines.

E. A description of the factors to be considered in evaluating the proposals. Factors may include but are not limited to service provider qualifications, experience, technical approach, and cost.

F. A declaration of the contract terms and conditions which shall be required;

G. Any requirements for bid and/or performance bonds.

H. Bids should be returned in sealed envelopes, addressed in the following manner;

ATTN: PURCHASING OFFICER
SOUTH CENTRAL HUMAN RESOURCE AGENCY
P. O. BOX 638, 1437 Winchester Hwy.
Fayetteville, TN 37334
DO NOT OPEN
SEALED BID

I. In the event that bidder qualifications require licensure, the envelope will also include the following:

CONTRACTOR'S NAME _____
CONTRACTOR'S LICENSE NUMBER _____
LICENSE EXPIRATION DATE _____
QUOTATION OF CLASSIFICATION _____

1.2 The SCHRA may cancel an invitation to bid any time prior to bid opening. Bids delivered past the date and hour designated for opening will be rejected and placed in the file unopened.

1.3 Invitations to bid may be mailed (in written or electronic form) to prospective Vendors. Invitations for bid may also be published in a newspaper of general circulation or an official formal notice may be posted to the agency's website (www.schra.us). Only one copy of a bid is required to be returned to SCHRA. When a sealed bid is opened,

examined and recorded, the original copy is placed in a file in the Purchasing Office for evaluation by the Executive Director.

1.4 The person signing the bid must be authorized to bind the Vendor to contract. A bid not signed will be rejected. Unsigned bids cannot be signed after the bid has been opened, even if the Vendor or his representative is present at the bid opening.

1.5 Terms and conditions established by the bidder must be noted conspicuously on the face of the invitation. If the conditions vary from the terms listed in the invitation to bid, the bid may be considered unresponsive and the proposal may be rejected.

1.6 Net pricing shall be requested for the units specified. Net price is list less all trade or other discounts offered. Insertion by vendor of price escalator clauses, minimum order requirements, delivery costs, and other items should be listed where appropriate.

1.7 Erasures or use of correction fluid on bid forms are not acceptable. Errors may be corrected, prior to submission, by lining out and entering the substituted words or figures with the change initialed by the person signing the bid, in ink. Bids shall not be altered or amended after the bid opening. In the case of errors in the extension prices, the unit price will govern. No corrections will be made in pencil.

1.8 Amendment or withdrawal of bids may be permitted under certain circumstances. Prior to the opening, a letter or email submitted to the Executive Director, or designee, may be used to withdraw a bid. Emails should not be used to amend a bid. After the opening, a Vendor may withdraw their bid when there is obvious error in cost data or where enforcement would impose serious hardship. Consideration for withdrawal is at the sole discretion of the Executive Director or designee and can be made at the written (or email) request of the Vendor. No change in bid price or provision of bids shall be made.

1.9 Questions concerning invitations to bid should be directed to the Executive Director or designee or whose name, phone number or email address is listed on the invitation to bid.

1.10 Bid files may be examined or reviewed during normal working hours, after completion of evaluation and prior to award. Request for review should be made through the Executive Director or designee.

1.11 Rejection of Bids. The Executive Director may reject any or all bids. Action to reject all bids shall be taken for unreasonably high prices, errors in the invitation to bid, cessation of need, unavailability of funds, or any other reason approved by the Executive Director.

1.12 Bonds. As appropriate, any bonds which are required shall be stated in the invitation. To the extent possible, such bond shall comply with rules and regulations which apply to the State of Tennessee or the grant or contract, whichever is more restrictive.

2.0 Award Process

2.1 Bids shall be awarded to the lowest bidding, qualified responsible and responsive Vendor considering the factors stated in the invitation. Such factors may include but not be limited to:

- A. Apparent ability to perform, including past performance
- B. Price
- C. Quality
- D. Purpose or use
- E. Discount for payment
- F. Freight
- G. Delivery date

2.2 The invitation to bid sets forth the evaluation criteria to be used. No criteria or factors may be used in bid evaluations that are not set forth in the invitation to bid.

2.3 Where more than one item is specified in the invitation, SCHRA reserves the right to determine the lowest bidding Vendor, either on the basis of each individual item, or group of items, or total of all items, unless otherwise stated in the invitation to bid.

2.4 Tie bids may exist where two or more Vendors offer products that meet all specifications, terms and conditions at identical prices. Tie bids will be broken by the following methods, in descending order of preference.

- A. In-state businesses
- B. Small businesses

- C. Award item(s) to Vendor who was low bidder on the most item(s) being bid on the same requisition
- D. Best delivery
- E. By lot or coin toss

3.0 Procedures And Guidelines For Vendors

3.1 Notice of back orders, when necessary, should be presented to SCHRA in writing, specifying expected shipping or delivery date.

3.2 Product deficiencies or Vendor non-compliance will be reported to the Vendor in writing by the Purchasing Officer. The notification shall request a written response from the Vendor to the SCHRA. A Vendor may be removed from a list of eligible Vendors for failure to follow the published procedures and requirements. Such failure to comply or rectify may also result in removal from future bid considerations.

3.3 Cancellation of purchase orders shall be in writing by the Executive Director or his designee. A contractor may request cancellation and SCHRA may grant this request when it is deemed to be in SCHRA's and/or the general public's best interest to do so. SCHRA has the right to disqualify any contractor from future bidding if the contractor has defaulted on any previously awarded contract.

3.4 Payment may be withheld until such time as all requirements of the purchasing contract have been complied with in full.

C. Requests for Proposals (RFP's)

SCHRA shall use this formal process for certain services that exceed \$25,000 and for which price is not the primary evaluation factor. A RFP shall be issued by SCHRA that identifies the criteria to be met. Processes and instructions for ITB's pertain also to RFP's.

1.0 RFP Bid Process

The formal solicitation of written proposals shall comply with the following requirements.

1.1 SCHRA shall prepare and issue an RFP and evaluate in accordance with this policy. Failure by SCHRA to comply with said rule and policy alone shall not be deemed a defect requiring rejection of all bids. Said decision remains the discretion of SCHRA.

1.2 SCHRA shall send an actual RFP document or a formal notice stating that the specific RFP has been released to a documented list of potential service providers. Notice of a RFP

may also be published in a newspaper of general circulation or official formal notice may be posted to the agency's website (www.schra.us).

SCHRA shall compile the list of potential service providers from those known to SCHRA staff. SCHRA shall determine the number of service providers to include on the list by considering the nature of the service sought, the anticipated dollar amount of the resulting contract, and the number of known service providers.

1.3 SCHRA is not required to send an RFP or RFP Notice to more than a total of fifteen(15) service providers, provided, however, that SCHRA shall disseminate the RFP or RFP Notice as required by this policy and to all that request the specific RFP. A general or standing request for notice of all RFPs or all RFPs of a given type of service shall not suffice as a request for a specific RFP and shall create no obligation on SCHRA.

1.4 An RFP shall set forth specific provisions in accordance with this policy including:

A. A clear and accurate description of the requirements for the service to be procured - the service technical requirements; and scope shall not contain features which unduly restrict competition and shall be in sufficient detail to minimize the likelihood of requests by potential proposers for clarification;

B. Instructions regarding the submission of proposals;

C. A timeline of RFP process that specifies deadlines - service providers shall be given a stated number of days, as determined by SCHRA, to consider the required scope of services and the proposal evaluation factors before proposals must be submitted;

D. Requirements and restrictions regarding the RFP;

E. A description of the factors to be considered in evaluating the proposal's — factors may include but are not limited to service provider qualifications, experience, technical approach, and cost; and

F. A declaration of the contract terms and conditions which shall be required by SCHRA.

1.5 Proposal evaluations shall be conducted by SCHRA employees in such a manner as to reasonably ensure that all proposals are impartially considered and the policy requirements are adequately met.

A. Proposals shall be evaluated on the basis of factors pertinent to the service sought and detailed in the RFP document.

B. Both the technical and the cost proposals will be evaluated upon the receipt of the entire proposal. The technical proposals will be evaluated first. Failure of the technical proposal to meet the specifications will result in rejection. Those proposals meeting specifications will then be evaluated on costs. Neither the technical proposal nor the cost shall be the only criteria for a contract award recommendation; however, specific factors may be set forth as criteria for determining which proposals shall be considered responsive to the RFP.

1.6 SCHRA shall communicate, clarify, and negotiate in the best interests of SCHRA, provided that all communication is in a manner so as not to disclose any information that would give one or more proposers unfair advantage or unfairly enable one or more proposers to improve their proposal.

1.7 SCHRA reserves the right to accept what is deemed to be the best value/best bid, and not necessarily the lowest bid submitted.

1.8 SCHRA shall have the right, at its sole discretion, to amend an RFP in writing at any time.

1.9 SCHRA shall have the right, at its sole discretion, to reject any and all proposals with the approval of the Executive Director. SCHRA shall make a record of approved request.

A. Any proposal that does not meet the requirements of an RFP may be considered non-responsive, and the proposal may be rejected.

B. Any proposal that restricts the rights of SCHRA or otherwise qualifies the proposal may be considered non-responsive, and the proposal may be rejected.

C. Whenever SCHRA proposes to reject all proposals for a certain purchase, such action shall be taken only for the following reasons;

a. Unreasonably high prices or failure of all proposals to meet technical specifications;

b. Error in the request for proposals;

c. Cessation of need;

- d. Unavailability of funds;
- e. A determination by SCHRA that proceeding with the procurement would be detrimental to the best interests of SCHRA, for which must be documented.

D. Competitive Negotiation

Competitive Negotiation is an informal method for contracting for goods and services, whereby proposals are solicited from qualified suppliers, following submission of which changes in proposals and prices may be allowed, and the offer deemed by the Executive Director to be most advantageous in terms of criteria/specifications is accepted.

Such negotiation shall be in accordance with the procedures as specified by the Executive Director. After proposals are submitted and reviewed, the Executive Director/Designee would schedule a meeting with the effected vendors and conduct the negotiation process according to the needs of the contract and the funds availability. The Executive Director shall insure the safeguarding of the information and provide fairness to the vendors in the negotiation process, ensuring that all communication is conducted in a manner so as not to disclose any information that would give one or more vendors unfair advantage or unfairly enable one or more vendors to improve their proposal. In the event that such a process is to take place, purchases for amounts exceeding \$10,000 but less than \$50,000 must be approved by the Executive Director. Single Purchase per item amounts above \$50,000 must be approved by the Property Committee.

In the event that acquisitions involve major land and/or buildings, major renovations to property owned by the Agency, or leasehold agreements and renovations/improvements in excess of \$200,000, such action must be recommended by the Property Committee for approval by the full Policy Council and the Executive Committee of the Board of Directors.

E. Federal, State and Local Government Contracts

SCHRA may purchase, without using the formal procedures as herein contained, goods and services through a Federal, state or local contract, which has been negotiated by such authorized entities.

F. Proprietary/Single Source

Proprietary or single source purchases shall be allowed. Formal bid processes may not be practical when a purchase falls into one of the following categories:

1. The public exigency will not permit the delay for advertising (this means emergency purchase).

2. Single source purchases may be arranged without benefit of bid when an item or service is unique and has specific characteristics that can be filled by only one source. Such purchases shall be allowable on the basis that no other vendor could possibly provide the item(s) or service using the procedures as herein contained. Justification for single source or proprietary purchases must be documented. Consideration should include at least the following;
 - a. Whether the vendor legally possesses exclusive or predominate capabilities or the item contains a patented feature providing a superior utility not obtainable from similar products.
 - b. Whether the product or service is unique and easily established as one of a kind.
 - c. Whether the program requirements cannot be modified so that competitive products or services may be found.
 - d. Whether the product is available from only one source and not merchandised through wholesalers, jobbers or retailers.
 - e. Whether items must be interchangeable or compatible with in-place items.
3. The aggregate amount involved costs less than \$ 25,000.
4. The contract is for personal or professional services, or for any service to be rendered by a university, college, or other educational institution.
5. The materials or services are to be procured and used outside the limits of the United States and its possessions.
6. No acceptable bids have been received from formal advertising.
7. Purchases from other governmental entities.
8. Commodities previously bid by the State of Tennessee and made available through State Contract may be purchased without obtaining bids.
9. Otherwise authorized by law, rules, or regulations.
10. Single source procurement also requires vendor /contractor response and prior grantor approval if costs exceed \$25,000.

Justification for by-passing the formal process shall be made a part of the file.

G. Cooperative Purchasing Agreements

SCHRA may utilize Purchasing Cooperatives, e.g. U. S. Communities and The Cooperative Purchasing Network (TCPN) or other established cooperatives of similar type. Purchasing Cooperatives must make available RFP, bids, and awarded contract documents from the originating government entity. This allows SCHRA to piggy-back off of previous competitively-awarded contracts of other government entities.

SECTION 9: REVIEW OF PURCHASES

All procurement actions shall be supported with the following documentation:

A. Purchase request (Requisition) identifying the necessity for the purchase.

B. The Executive Director or Designee may make purchases before a purchase requisition is issued for items deemed necessary for operational needs. Items will be reviewed by the purchasing officer to determine if said items were necessary.

C. Bid documents, with evidence of proper procedures and/or recommendations by the Purchasing Officer being reviewed by the Program Director/Designee and approved by the Executive Director/Designee. A purchase order shall be issued, where applicable, and such purchase order number shall appear on all invoices or receipts. All contracts must be signed by the Executive Director or the Chairman of the Board. In the event the Executive Director or Chairman of the Board is not physically available, the Executive Director or Chairman may upon email permission allow a pre-determined designee to sign said contract for the agency. The signature designee shall be limited to: the Director of Finance, Agency Executive Secretary, or the Purchasing Officer.

SECTION 10: CATEGORY OF PURCHASES/ BID REQUIREMENTS

All purchases for materials and services, excluding professional or technical services, shall follow the bid requirements.

A. Durable and Consumer Goods or Services

1. Materials and services costing less than \$10,000.00. Procurement of materials and services of an aggregate expenditure less than \$10,000.00 does not require competitive quotes: however, care shall be exercised to ensure value received on purchases without competitive quotes. The Purchasing Officer shall determine that purchases are within current market value. The Director shall reject any request for purchase that does not meet this threshold.
2. Materials and services costing more than \$10,000.00 but less than \$25,000.00. Procurement of materials and services of an aggregate expenditure of more than \$10,000.00

but less than \$25,000.00 requires a minimum of (3) written quotations documented by catalogues, email, websites, faxed or written. Signature may or may not be required.

3. Materials and services costing at least \$25,000.00. Procurement of materials and services of an aggregate expenditure costing at least \$25,000.00 shall be in writing following advertisements of an invitation to bid, except as noted elsewhere. All Procurement shall be conducted in a manner to provide maximum open and free competition.

B. Vehicle Maintenance

1. Materials and services costing less than \$1,500.00. Procurement of materials and services concerning vehicle repairs and maintenance, costing less than \$1,500.00 do not require price quotes; however, an "Approved Vendor List" selection shall be utilized whenever possible. Care shall be exercised to ensure value received on purchases without competitive quotes.

2. Materials and services costing \$1,500.00 but less than \$10,000.00. Procurement of materials and services of an aggregate expenditure of more than \$1,500.00 but less than \$10,000.00 requires a minimum of (3) three documented informal verbal or written quotes; however the accepted bid must be written.

3. Materials and services costing at least \$10,000.00. Procurement of materials and services of an aggregate expenditure costing at least \$10,000.00 shall require (3) three documented quotes in writing and be approved by Executive Director prior to proceeding. Market value of vehicle must be considered.

C. Personal, Professional or Consultant Services

Where the SCHRA desires to procure personal services, professional services and/or consultant services, the SCHRA shall either follow the requirements specified herein or as appropriate utilize a method that in the discretion of the Executive Director with the express approval of the Board Chairman meets the needs of the Agency and is fair and open to competition. The process shall generally include a consideration and comparison of potential contractors, based upon factors such as service provider qualifications, experience, technical approach, and availability. These services shall include but not be limited to: therapists, architects, training consultants, construction project managers, lawyers, and other professional services.

D. Emergency Purchases or Services

The existence of an emergency condition may create an immediate and serious need for services or purchases that cannot be met through normal competitive procurement methods, and the

lack of which would seriously threaten the function of the Agency or any of its programs, the preservation or protection of property, or the health and safety of any person.

A purchase order will be prepared after the fact for all emergency purchase. A memorandum must be prepared by the person making the emergency purchase stating the nature of the problem by the next working day along with a requisition and presented to his/her Program Director/Designee and the Executive Director for approval. This approved memorandum will become a part of the purchase invoice package. Only those persons who have been given prior delegated authority by the Executive Director or Program Director or Purchasing Officer are authorized to make emergency purchases.

E. Service Authorization Voucher

The Service Authorization Voucher is used to purchase the third party services provided directly to a client. This voucher can be initiated by any Program Director/Designee whose program is to provide client services. Services Authorization Vouchers are controlled through pre-numbering. These services include, but are not limited to medical, dental, rehabilitation, and counseling services.

F. Purchase Order Exempt Items

The following list of items do not require a purchase order; however, some of the items will require that requisition be completed to assure that the correct program, department, or cost pool be charged the expenditure allocated to the correct line on the appropriate budget. The requisition will follow the procedures as previously set forth. The following items indicated with an (*) asterisk require that a requisition be prepared.

1. Telephone billings
2. *Freight billings not incurred in connection with the purchase of supplies and equipment
3. Charges made on gasoline credit cards
4. *Building permits
5. *Deed registration fees
6. Court fees, bonding fees or notary public fees
7. Utility billings and connection fees
8. *Expenses in connection with meetings and attendant costs

9. Rental of vehicles while on approved travel
10. *License and registration fees for motor vehicles
11. Insurance (auto, medical, building, etc.)
12. Rental or lease agreements with monthly recurrent billing for which contracts are on file
13. Contracts for professional or technical services with detailed documentation included within the agreement through a methodology of professional negotiation. Professional negotiation is a dialogue between two or more parties to reach an understanding, resolve points of difference through compromise to gain an advantage for the Agency, or to craft outcomes to satisfy various interests or needs. These contracts may specify unit costs for service with or without maximum amounts. These services include, but are not limited to auditing and legal services.
14. *Petty cash purchases (No requisition is required up to \$20, requisition required between \$20-\$50, and purchase order for any over \$50)

G. Term Contracts

1. A term contract may be let for the supply of the total requirements of supplies, materials, equipment, and services as are not certified pursuant to TCA 41-22119.
2. More than one such term contract may be let for the supply of any given class or type of supplies, equipment, or service and any such term contract may provide for the cancellation thereof by either party.
3. Term contracts may not be let for periods of time more than sixty (60) months; provided however, that any such term contracts let, or proposed to be let, for periods of time more than twelve months shall be subject to the following conditions:
 - a. No term contract shall be negotiated or entered into without competitive proposals.
 - b. Request for Proposals and term contract resulting there from must clearly show the annual maximum obligation of SCHRA for each twelve month period covered by such contract.
 - c. Such contracts must contain a provision giving SCHRA the right of cancellation at any time with no more than ninety (90) days of notice at the end of each fiscal

year and without notice in the event that funds to support the contract fail to become available.

d. The SCHRA Executive Director must approve all such contracts, and, at the end of each contract must approve the continuance of such contracts. Any such contracts that exceed \$200,000 must be approved by the Property Committee of the Agency Policy Council and ratified thereby.

SECTION 11: CREDIT CARD PURCHASES

The Agency currently has three (3) major credit cards assigned to the following: Executive Director (emergencies, registrations, business meal meetings (Costed to Agency Fund), operational expenses, and programmatic supplies), Executive Secretary (reservations, registrations,) and the Purchasing Officer (programmatic supplies.) These people are personally responsible for these cards. The purposes notated within parentheses are strictly examples and not all inclusive.

The Agency utilizes several credit cards which are vendor specific (ex, Wal-Mart) for the purpose of purchasing programmatic supplies in a more timely and convenient manner. Due to the sensitive nature of credit cards which could lead to fraud and abuse specific controls are necessary to account for the card usage. All such credit cards are in the custody of the Purchasing Officer, who maintains a usage log of such. These controls are as follows:

A. The designee requesting the use of these cards must present an approved purchase order before the card is released. Upon release, the designee will sign and date the usage log indicating receipt of such. The individual who signs for the card then becomes personally responsible for the card usage until it is properly returned to the Purchasing Officer.

B. After using the card and when returning same to the Purchasing department, a copy of the documentation supporting the purchase will be returned and attached to the purchase order. The usage log will then be signed and dated thereby releasing the designee from liability.

SECTION 12: RECEIPT OF MATERIALS

The person(s) ordering materials or non-technical services or a person designated by the Executive Director shall check the materials delivered for completeness and compliance with the specifications and shall sign and date shipping invoice or other such receipt on date received and submit to the Purchasing Officer/designee. The Fiscal Department shall not make payment without such a verification of receipt of materials.

SECTION 13: FEDERAL AND STATE CONTRACTS

SCHRA may procure commercial items that have been competitively solicited by the State of Tennessee or other Federal entity. This allows for the purchase of larger quantities where pricing is already competitively negotiated and competed.

When SCHRA negotiates Federal and State Contracts that require different procurement procedures, the stated procedures within these contracts will take priority over all other procedures. The type of procurement used (i.e. fixed price contracts, purchase orders, etc.) shall be appropriate for the particular procurement and for promoting the best interest of the grant program involvement.

SECTION 14: PROPERTY COMMITTEE

The Chairperson of the Policy Council shall appoint a committee of eight (8) members to include three county and/or metro mayors, SCHRA Legal Representative, SCHRA Financial Representative, SCHRA Head Start Policy Council Chairperson or representative, and two consumer members. The committee will meet on an as-needed-basis and review and approve:

- A. Surplus property list for disposal: and
- B. Major land and/or building acquisitions in excess of \$200,000; and
- C. Major renovations to property (grounds and/or buildings) owned by the Agency in excess of \$200,000; and
- D. Leasehold agreements and renovations/improvements to be made in excess of \$200,000.
- E. Any single item purchased at a cost in excess of \$50,000.

SECTION 15: PROPERTY DISPOSAL

A. Real Property

When real property is no longer needed, SCHRA shall request disposition instructions from the awarding agency or its successor if such property was acquired with grant fund award. The awarding agency must provide one or more of the following dispositions;

1. SCHRA may be permitted to retain title without further obligation to the awarding Agency after it compensates that Agency for that percentage of the current fair market value of the property attributable to the Agency's share in the project.

2. SCHRA may be directed to sell the property under guidelines provided by the awarding Agency and pay the same for that percentage of the current fair market value of the property attributable to the awarding Agency Share in the project (after deducting actual and reasonable selling and fix-up expenses, if any from the sales proceeds.) When SCHRA is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

3. SCHRA may be directed to transfer title to the property to the awarding Agency or to a third party provided that, in such cases, the SCHRA shall be entitled to compensation for its attributable percentage of the current fair market value of the property.

When real property was not acquired with grant funding, its disposal shall be referred to the Property Committee for guidance on its disposal.

B. Personal Property

When personal property items are approved for by disposal by the Property Committee, it may be disposed of in one of the following manners:

1. Items may be listed for sale to the highest bidder through public auction, to include on-line auctions, and through published request for sealed bids. Items are sold "As is where is" with no guarantees. In the event that the fair market value exceeds \$5,000 the proceeds will revert to the awarding Agency, otherwise all proceeds revert to the discretion of the SCHRA.
2. Scrap items that are saleable are sold to scrap and metal dealers with the proceeds retained by SCHRA.
3. All other items are taken to the appropriate recycling centers or to a waste disposal station for which SCHRA receives a disposal receipt to verify such disposal.
4. When feasible SCHRA should contact and advertise to governmental agencies items that have been deemed surplus. Other items should be given to not-for profit organizations such as Goodwill/Veterans organizations, education, or like entities.

SECTION 16: GENERAL PROVISIONS

16.1 Liability Claims and Damages

SCHRA, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Vendor, provided such liability is not attributable to negligence on the part of SCHRA or the failure of SCHRA to utilize the materials in the manner outlined by the Vendor in descriptive literature or specifications submitted with the Vendor's bid. Vendor will agree to abide by SCHRA's purchasing procedures.

16.2 Controversies/Disputes

Resolving controversies/disputes concerning protest of qualifications of bidders, suspension from bidding, and invitation to bid process, and stay of award prior to actual award shall be resolved in the manner provided herein. Vendors who disagree in any of the aforementioned areas may document their position and protest in writing and request re-evaluation within ten (10) days of the bid opening or award. This reevaluation shall be initiated by the person or person(s) who made the decision to disqualify such bid/bidder. They shall review and provide a memorandum to the Program Director and Executive Director. All relevant levels of administration shall review the reevaluation, and make written comments regarding their thoughts and recommendations. The Executive Director or designee shall review the reevaluation, make a determination and notify the Vendor of the decision. If the reevaluation does not resolve the disagreement, the Vendor may request evaluation of the record, including the written protest documentation, through a hearing with the Executive Director. The Executive Director shall issue a letter to the bidder(s) as to his/her findings and decisions. The evaluation by the Executive Director shall be submitted to the Property Committee for review. This process shall constitute the final determination.

16.3 Taxes

SCHRA is exempt from Federal Excise Taxes and State Sale Tax, and purchases shall be made in accordance with this status, for instance, prices quoted by Vendors shall not contain provisions for Federal Excise Taxes or State Sales Tax unless required by law or the grant contract funding the project.

16.4 Long-term or Extended Delivery Contract Monitoring

All contracts of twelve (12) months or longer will be reviewed by the Purchasing Officer and Program Director/designee for delivery, specifications, and price annually.

16.5 Contract Administration

The Executive Director or designee shall be responsible for all contract administration and monitoring. All contracts will be monitored on a periodic basis for determination of compliance with contract provisions.

16.6 Revisions/Amendments

Any revisions or amendments to the Purchasing Policies and Procedures set forth in the policy shall be submitted to the SCHRA Budget, State/Local Appropriations and Audit Committee and the SCHRA Executive Committee and the State of Tennessee Procurement Commission for review and approval.

South Central Tennessee Development District Title VI and Limited English Proficiency (LEP) Training

MAY 2020

Title VI Program Requirements and Limited English Proficiency

I hereby acknowledge that I watched the video training on "Title VI Program Requirements with LEP included. The Title VI training video is provided by the USDOTFTA. I further understand that I must abide by the policies and procedures set forth by South Central Tennessee Development District and the State of Tennessee Title VI Civil Rights Department. I also acknowledge that I understand the LEP language sheets should be readily accessible to all employees involved with the public.

Signature Rosa Moore

Date 6/1/2020

Title Accounts payable Finance Specialist

Agency SCTDD

Please return this form to Verna Brown after watching the video training on "Title VI Program Requirements with LEP included. The Title VI training video is provided by the USDOTFTA. If you have any questions concerning Title VI or LEP please see one of the following coordinators; For Aging see Katrina Crisp, for Transportation see Tammie Frazier, for all other programs see Verna Brown.

Please return by **JUNE 17, 2020**.

South Central Tennessee Development District Title VI and Limited English Proficiency (LEP) Training

MAY 2020

Title VI Program Requirements and Limited English Proficiency

I hereby acknowledge that I watched the video training on "Title VI Program Requirements with LEP included. The Title VI training video is provided by the USDOTFTA. I further understand that I must abide by the policies and procedures set forth by South Central Tennessee Development District and the State of Tennessee Title VI Civil Rights Department. I also acknowledge that I understand the LEP language sheets should be readily accessible to all employees involved with the public.

Signature Carl D. Simms II

Date 5-28-2020

Title WIOA Compliance + Monitoring

Agency SCTDD

Please return this form to Verna Brown after watching the video training on "Title VI Program Requirements with LEP Included. The Title VI training video is provided by the USDOTFTA. If you have any questions concerning Title VI or LEP please see one of the following coordinators; For Aging see Katrina Crisp, for Transportation see Tammie Frazier, for all other programs see Verna Brown.

Please return by **JUNE 17, 2020.**

South Central Tennessee Development District Title VI and Limited English Proficiency (LEP) Training

MAY 2020

Title VI Program Requirements and Limited English Proficiency

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Signature  Date 05/22/2020
Title WIOA Program Director Agency SCTDD

Please return this form to Verna Brown after watching the video training on "Title VI Program Requirements with LEP included. The Title VI training video is provided by the USDOTFTA. If you have any questions concerning Title VI or LEP please see one of the following coordinators; For Aging see Katrina Crisp, for Transportation see Tammie Frazier, for all other programs see Verna Brown.

Please return by **JUNE 17, 2020**.

South Central Tennessee Development District Title VI and Limited English Proficiency (LEP) Training

MAY 2020

Title VI Program Requirements and Limited English Proficiency

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Signature Nathan Ward Date 6-9-20
Title Director of Economic Dev. Agency SCDD
and WIOA Bus services

Please return this form to Verna Brown after watching the video training on "Title VI Program Requirements with LEP included. The Title VI training video is provided by the USDOTFTA. If you have any questions concerning Title VI or LEP please see one of the following coordinators; For Aging see Katrina Crisp, for Transportation see Tammie Frazier, for all other programs see Verna Brown.

Please return by **JUNE 17, 2020.**

**SOUTH CENTRAL HUMAN RESOURCE AGENCY
TRAINING SIGN-IN SHEET**

LOCATION: Fayetteville, TN DATE: 05/20/2019

TYPE OF TRAINING: Annual HR Training

TOPIC: HIPAA, TITLE VI, HARASSMENT, TML Risk Academy Blood Borne Pathogens (Universal Precautions), Anti-Fraud, Conflict of Interest, Standards of Conduct (with Corporal Punishment), Confidentiality, Whistle Blower, Social Networking; Illegal/Suspicious Drug Screening Policy; Hazardous Chemical TOSHA; How Was Your Day Video; Basic Ethics

(SELECT ONE)

- 1. LOCAL 2. AREA
- 3. STATE 4. OTHER

TRAINER AND TITLE: Scarlet Patterson

NUMBER OF TRAINING HRS

EMPLOYEE'S NAME/SIGNATURE

WORKSITE

Kathleen
Mix
Brandon
Sharon Medley
Jennifer Walsh
Traci

Cent.
Central Office
Lawrence/CO
Central
Central
Mary/Giles

Felicia L. Keenan
Stephanie Richey
Steve J. Chang
Cind Campbell
Rebecca Holdman

Central office
Central office
Central Office
Tullahoma/CO
Central
LIHEAP

Nadi Hanson
Catrina

Central Fiscal
Central

Patricia Meeks
Tamara Robinson

Title V - FGP
Lawrence Co. Recovery Court

Parne
Courtney Jackson
Tracie May

THA
C/O

Paul T. Ross

C/O

Donna Ward

RSVP

Jemifer Henry

Time

**SOUTH CENTRAL HUMAN RESOURCE AGENCY
TRAINING SIGN-IN SHEET**

LOCATION: Fayetteville, TN DATE: 05/20/2019

TYPE OF TRAINING: Annual HR Training

TOPIC: HIPAA, TITLE VI, HARASSMENT, TML Risk Academy Blood Borne Pathogens (Universal Precautions), Anti-Fraud, Conflict of Interest, Standards of Conduct (with Corporal Punishment), Confidentiality, Whistle Blower, Social Networking; Illegal/Suspicious Drug Screening Policy; Hazardous Chemical TOSHA; How Was Your Day Video; Basic Ethics

(SELECT ONE)

- 1. LOCAL 2. AREA
- 3. STATE 4. OTHER

TRAINER AND TITLE: Scarlet Patterson

NUMBER OF TRAINING HRS

EMPLOYEE'S NAME/SIGNATURE	WORKSITE
<u>Teresa Sulafford</u>	<u>Central</u>
<u>Lisa Salvador</u>	<u>Central</u>
<u>Terry McBehee</u>	<u>Central</u>
<u>Michelle</u>	<u>C/O</u>
<u>Gary Cunningham</u>	<u>C/O</u>
<u>David Cutlip</u>	<u>C/O</u>
<u>Patricia</u>	<u>C/O</u>
<u>Keith</u>	<u>C/O</u>
<u>Sally Phillips</u>	<u>C/O</u>
<u>Tony</u>	<u>C/O</u>
<u>Orli Davenport</u>	<u>Central</u>
<u>Andrea D Cordova</u>	<u>Tulahoma</u>
<u>Suzanne Riva</u>	<u>Central</u>
<u>Ron Teefler</u>	<u>C/O</u>
<u>Deana Davis</u>	<u>C/O</u>
<u>Dawn McFarlan</u>	<u>Central office</u>
<u>Carrie Warren</u>	<u>Central office</u>
<u>Beverly Jill Surrinford</u>	<u>Central</u>
<u>Tonya Knott</u>	<u>Central Office</u>
<u>Shonda Barbero</u>	<u>Central</u>
<u>Jim</u>	<u>Coke</u>
<u>Michael Daves</u>	<u>Lawrence</u>

**SOUTH CENTRAL HUMAN RESOURCE AGENCY
TRAINING SIGN-IN SHEET**

LOCATION: Tullahoma AJC

DATE: 12/12/2019

TYPE OF TRAINING: Annual HR Training HS-EHS Staff – Pre-Service

TOPIC: HIPAA, TITLE VI, Harassment Free Workplace (How was your day video), Blood Borne Pathogens (Universal Precautions), Ethics Rules of the Road, Anti-Fraud, Conflict of Interest, Standards of Conduct (with Corporal Punishment defined), Confidentiality (PII), Non-Disclosure Agreement, Computer Use Policy, Whistle Blower, Social Networking; Illegal/Suspicious, Drug Screening Policy

(SELECT ONE)

- 1. LOCAL 2. AREA
- 3. STATE 4. OTHER

TRAINER AND TITLE: Scarlet Patterson

NUMBER OF TRAINING HRS _____

EMPLOYEE'S NAME/SIGNATURE

WORKSITE

Steve Hica / Steve Hica
Jeanne Cooper / Jeanne Cooper
Jela Boyd
Danny Haule
Chia Johnson
Tiffany Bolin / Tiffany Bolin

AJC Winchester
AJC Tullahoma
AJC Tullahoma
AX - Shelbyville
AJC - Lewisburg
AJC - Tullahoma

South Central Tennessee Development District Organizational Chart— 2019-2020

