



LOWER SHORE WORKFORCE ALLIANCE

WORKFORCE INVESTMENT ACT (WIA) Five-Year Operational Plan

March 14, 2000

(Revised April 26, 2002)
(Revised May 7, 2003)
(Revised April 27, 2004)
(Revised October, 15 2004)

**LOWER SHORE WORKFORCE ALLIANCE
Five-Year Local Operational Plan**

**The Lower Shore Workforce Alliance (LSWA) serves as the Workforce
Investment Board (WIB) for the Lower Shore of Maryland**

I. INTRODUCTION

This Local Five-Year Operation Plan serves as the basis for the Grant Agreement between the Local Elected Officials of Somerset, Wicomico and Worcester Counties, Tri-County Council for the Lower Eastern Shore of Maryland, Lower Shore Workforce Alliance (LSWA) serving as the Workforce Investment Board (WIB) for the Lower Shore of Maryland and the Department of Labor, Licensing and Regulation (DLLR).

II. WIA PLAN FORMAT

The following Workforce Investment Act Five-Year Local Plan for the Lower Shore Workforce Alliance Board is patterned in accordance with Workforce Investment Field Instruction (WIFI) No. 10-99 from the Maryland Department of Labor, Licensing and Regulation (DLLR). The format includes the designated numbering and lettering of sections.

A. SIGNATURE SHEETS

1. *WIA Notice of Grant Award - This form is to be signed by the appropriate representative of the LSWA. Both the draft and the final submissions of the plan must have original signatures.
(See pp 16 -17 for Forms and Instructions)*

WIA Notice of Grant Award is enclosed as Tab A.

2. *Statement of Concurrence - This form is to be signed by the appropriate chief local elected official(s) (CLEOs) and the LSWA chairperson. The draft plan needs the original signature of the LSWA chairperson. The final document must have the original signatures of both the LSWA chairperson and the CLEOs.
(See pp 18 -19 for Forms and Instructions)*

Statements of Concurrence are enclosed as Tab B.

3. *Certifications Regarding Debarment, Drug Free Workplace, and Lobbying - Each of these forms are to be signed by the appropriate representative of the LSWA. (See pp 20 - 23 for Forms)*

Certifications Regarding Debarment, Drug Free Workplace and Lobbying are enclosed as Tab C.

III. GENERAL NARRATIVE

This section is comprised of numerous subsections in which descriptions of program activities and administrative procedures are provided.

This five-year local plan builds upon the Lower Shore Workforce Alliance Board Local Unified Five-Year Strategic Plan for One-Stop Operations 2000-2005 that was submitted to the Governor's Workforce Investment Board. It provides the detailed guidance necessary to operate under the Workforce Investment Act.

As with the local unified strategic plan this plan was developed as a collaborative effort of required partners, local elected officials, employers, interested parties, education systems and human services agencies. The plan considers the points-of-view of youth and adult job-seekers, displaced workers, workers with special needs and the employer's ability to access local labor pools to match appropriately trained workers to existing vacancies.

A. WIA ORGANIZATION

Identify the grant recipient and the entity that will administer the WIA program. Provide a mailing address, Internet address, a telephone number and the name of a contact person for the grant recipient and the administrative entity (if different).

Lower Shore Workforce Alliance
One-Stop Job Market
917 Mount Hermon Road
Suite #10
Salisbury, Maryland 21804

410.341.3835 Phone
410.341.3735 Fax
www.lswa.org Web Site
Mr. Robert G. Corbin, Jr., Director
bjcorbin@lswa.org

See Tab H for LSWA membership list.

B. TITLE I OPERATIONAL AREAS

1. **Collaborative Local Labor Market Plan** - *Describe how your local labor market needs will be used to further the goals outlined in your local Unified Plan.*

The local collaborative plan cites access to services and transportation issues as major inhibitors to providing optimal service to job seekers and employers. The Lower Shore consists of a geographical area of 1227 square miles with major population centers ranging from seven to thirty miles apart. Title I eligible recipients must travel to multiple offices over great distances to receive core, intensive and training services.

The establishment of a One-Stop Job Market in Salisbury, Maryland with two satellite centers in Ocean City and Princess Anne, Maryland capitalizes upon advances being made in regional transportation issues through B.E.A.C.O.N. at Salisbury University. Their web site address is <http://beacon.salisbury.edu/>. The Regional Public Transportation Coalition developed into what is now Shore Transit. Simultaneous access to core services through the Wicomico, Worcester and Somerset County library systems and the Departments of Social Services for Wicomico, Worcester and Somerset Counties greatly increase access by extending hours of operation and providing service at remote locations. Other access points for services include faith based organizations/churches and other public entities such as the Housing Authority. These initiatives combine to establish a baseline of improved access to services upon which to build. (see proposed public workforce network)

2. **Local Area Governance (LSWA)**

- (a) *Describe the role the LSWA will take to coordinate and interact with the local elected officials regarding the following Title I activities/functions:*

The LSWA is the sponsoring coordinator in the development of One-Stop operations on the Lower Shore. All activities are overseen by an established board and include the input and concurrence of local elected officials.

- (1.) *Developing the five-year local workforce investment plan and conducting oversight of the One-Stop system, youth activities and employment and training activities;*

The five-year workforce investment plan was developed with guidance and participation of LSWA members. Provisions for oversight of the One-Stop system, youth activities and employment and training activities were addressed during plan development.

- (2.) *Selecting One-Stop operators with the agreement of the chief elected official:*

The selection of the DLLR Job Service as the One-Stop operator was made by the LSWA during the development of the Unified Plan and has the endorsement of the Chief Local Elected Officials.

- (3.) *Selecting eligible youth service providers based on the recommendations of the youth council, and identifying eligible providers of adult and dislocated worker intensive services and training services;*

The LSWA solicited, received and voted to accept the nominations for the Youth Council who will act in an advisory capacity to the LSWA. Proposals are recommended by Youth Council and ultimately approved by Board. The Board routinely identifies and approves service providers for adult and dislocated worker intensive and training services. The Maryland Higher Education Commission (MHEC) provides a state list of approved WIA training providers on behalf of the Maryland Department of Labor, Licensing and Regulation. This list is further pared down to a "locally approved training provider list" with additional criteria to

MHEC's such as:

- Ability to meet state DLLR performance measures
- Cost of program
- Length of program
- Wages a placement

(4.) *Developing a budget for the purpose of carrying out the duties of the local board.*

The budget for carrying out the duties of the LSWA has been developed and approved.

(5.) *Negotiating and reaching agreement on local performance measures;*

The LSWA develops and maintains local performance measures with input from partner and other participating agencies. The State Department of Labor, Licensing and Regulation (DLLR) will negotiate performance measures with the Department of Labor (DOL). The LSWA will negotiate performance measures with the State DLLR. Local performance measure are listed above in part 3.

(6.) *Assisting the Governor in developing the Statewide Employment Statistics System under the Wagner-Peyser Act;*

The LSWA will assist in the development of a statewide statistics system based upon existing systems such as Maryland Workforce Exchange.

(7.) *Coordinating workforce investment activities with economic development strategies and developing employer linkages.*

The LSWA seats members from the business community and from economic development offices on its board to coordinate linkage of workforce investment initiatives and economic development strategies. In

addition, LSWA staff participates in industry advisory groups and has established a business services unit.

3. Local Board Staffing

Local areas must carefully structure LSWA staffing to comply with WIA and the State's LSWA staffing policies. Provide a complete description of the LSWA staffing plan. Include waiver requests for other staffing plan options in accordance with WIFI No. 9-99 as an attachment to the plan.

Local Workforce Alliance (LSWA) Board members or the staff at the Lower Shore Workforce Alliance will not provide core services, intensive services, or training services. DLLR / One Stop staff, partner agencies, and service providers will be providing direct WIA services to customers. LSWA has developed and revised organizational charts, customer flow charts, and inter-agency referral and communication mechanisms.

4. Youth Council

Describe how the Youth Council will coordinate and interact with the LSWA and the local elected officials regarding youth activities/functions as follows:

The Youth Council will advise and make recommendations to the LSWA on matters relevant to ensuring youth are prepared for further educational opportunities and/or entry into careers. The Youth Council By-Laws have been incorporated into the LSWA By-Laws as of May 14, 2003. A copy of the Youth Council membership is attached to this operational plan. They concur with the duties and responsibilities as outlined below.

a. Coordinating youth activities in a local area

The Youth Council has a broad representation of youth-related programs throughout the Lower Shore. The council will meet regularly to coordinate youth activities.

b. Developing portions of the local plan related to eligible youth

The Youth Council has provided insight and guidance into the development of this plan and the Unified Plan relevant to youth-related initiatives.

c. *Recommending eligible youth service providers*

Recommendations for eligible youth service providers will be made to the LSWA with arguments for how the provider will improve the youth's ability to gain or keep employment (develop occupational skills).

d. *Conducting oversight, monitoring and corrective action of the local area's youth programs.*

The LSWA has staff assigned to monitor both youth and adult WIA programs.

5. **One-Stop System for Service Delivery**

a. *Identify where the comprehensive, physical site(s) will be located to meet customer needs within the local area. Provide a timeline indicating when each One-Stop site and/or mini-center will become operational.*

The comprehensive physical site is located at:

One-Stop Job Market
917 Mt. Hermon Road
Salisbury, Maryland 21804

The One-Stop Job Market in Salisbury is the primary One-Stop location. Satellite access points across the three counties will permit regional access to basic services such as resources provided through the Maryland Workforce Exchange (MWE). Each location will provide electronic linkages to core services. The attached network map displays all locations.

Augmentation to core services at start-up in July 2000 will be provided by the three county library systems. These optional partners have agreed to provide space and equipment to permit employers and job-seekers access to information and core services. This arrangement expands hours of operation and permits access in remote locations throughout the region.

Technological advances will permit access to a database for tracking and a common eligibility system. The Maryland Workforce Exchange will permit employers and job candidates ready, and easy, access to keep job postings current and to permit seamless matching of candidates to vacancies.

- b. *Describe the process that was/will be used to select the One-Stop Operator(s) within the local area.*

During the writing of the Unified Plan the LSWA determined that the most cost effective and efficient assimilation of services under WIA was to use the “grandfathering” option to select the Maryland Job Service (DLLR) as the One-Stop Operator. This provides minimal disruption of service to existing customers and provides access to the greatest number of services to recipients.

- c. *Identify the One-Stop Operator at each site within the local area.*

The One-Stop Operator for the Lower Shore is the Maryland Job Service (DLLR). There is a main site in Salisbury and a satellite center in Princess Anne, Maryland. There are also access points for core services at various locations throughout the region (churches, libraries etc.)

- d. *Describe how services will be provided to individuals within a local area that do not have easy access to a comprehensive One-Stop site.*

One-Stop locations were selected due to their location in regional population centers. Transportation is a systemic barrier that is being actively pursued for resolution through the efforts of Shore Transit and other organizations. The One-Stop locations are designated stops in the regional transportation plan. Furthermore, Wicomico, Worcester and Somerset Counties have provisions for transportation of potential recipients of services.

- e. *Describe the functions of the One-Stop center in the delivery of services to adults and dislocated workers*

to include registration and eligibility of participants and sequence of services for participants (core, intensive and training)

The One-Stop center(s) will provide universal access to all who inquire. Universal self-service measures will be enhanced by Internet access and referral services in each county's library system. The LSWA is working with the libraries to develop a tracking system for referrals. Core services will begin with self-help and information services. Assisted Core services will also be available. A Will site Liaison is currently being trained on the New Maryland Workforce Exchange and will train staff at all access points.

If more services are deemed necessary, an eligibility assessment will be given by one of the One-Stop counselors to determine which intensive services are appropriate for the potential recipient. Referrals to appropriate partners and optional agencies will be made as a result of the eligibility assessment and personal interview (see One-Stop flow and Assessment Flow).

Training services will be prescribed to improve industry-validated skills relative to regional needs. A career scholarship system will be used to accommodate each participant and to track his or her progress during the training phase and after job placement.

- f. *Describe how the One-Stop-system(s) will ensure the continuous improvement of eligible providers of services and ensure that such providers meet the employment and training needs of employers, workers and job seekers throughout the local area.*

The One-Stop system will ensure continuous improvement of eligible service providers and the appropriateness of training needs through oversight by the LSWA Board and Youth Council. In addition LSWA will seek out recommendations through various industry advisory groups and examine labor market trends in the local area (Shoretrends database, LMI website)

Training providers will submit periodic information about how well they serve participants, including completion rates, number placed and earnings. The LSWA will also conduct both desktop (monthly and quarterly MIS reports) and onsite monitoring (once per year, as a minimum, more if deemed necessary) of the training providers. Training Providers will receive written copies of LSWA monitoring reports, which may include requests for corrective action. The LSWA may also offer to provide technical assistance to ensure the provider is continuously improving their program and services.

- g. Describe how services provided by each of the required and optional One-Stop partners will be integrated and made available through the One-Stop system. Describe how the additional partners will be added.*

The facilitated process used in the development of the Unified Plan resulted in written commitment to the success of the regional One-Stop system. Memorandums of Understanding have been developed with mandated and optional WIA partners, to formalize an already effective informal system of service delivery, optimizing technological, referral and training services.

(1) Mandated Partners

- (A) Programs authorized under Title I of the Workforce Investment Act*

{1} Adults

Core, Intensive and Training Services will be offered through the partnership network coordinated by the One-Stop operator and the local Workforce Investment Board. The entry point for core services is through the One-Stop center or its electronic link where core and intensive services will be provided. Intensive services will be offered through the One-Stop operator

(Maryland Job Service offices), Wor-Wic Community College, Adult Education programs, Community Action and other human service agencies.

{2} Dislocated Workers

Dislocated workers will enter the One-Stop system as stated in procedure {1} for Adults. Eligibility determination, counseling and skills assessment will result in appropriate assignment of training services with an authorized service provider. Training programs will lead to the acquisition of industry-validated skills and knowledge.

{3} Youth

In addition to entry through the One-Stop, youth core, intensive and training services may be acquired through the Department of Juvenile Justice (DJJ), Wicomico, Worcester and Somerset County Social Services, SHORE UPI, Inc. and through the Boards of Education of each county.

{4} Job Corps

Job Corp maintains an office at the One-Stop Job Market.

{5} Migrant and Seasonal Farmworker Programs

Migrant and Seasonal Farmworker programs will be administered through Telamon Corporation. Telamon Corporation is the approved service provider for Migrant and Seasonal Farmworkers and has been afforded space in the One-Stop center(s).

Telamon will offer core, intensive, and training services to economically

disadvantaged farmers as determined by the MOU.

(B) *Wagner-Peyser Act Programs*

DLLR is a primary partner at the One-Stop Job Market and also serves as the One-Stop Operator for the Lower Shore. The LSWA contracts with DLLR for two representatives to be located at the One-Stop Job Market. One-Stop customers will receive access to WIA services if determined eligible and referral of job openings to WIA customers will occur.

(C) *Programs authorized under Title I of the Rehabilitation Act of 1973*

The programs authorized under Title I of the Rehabilitation Act of 1973 will be coordinated through and administered by the Division of Rehabilitation Services with input from the Lower Shore Business Leadership Network. In addition, a Disability Program Navigator has been assigned to the Lower Shore to assist persons with disabilities in obtaining career and training services.

(D) *Programs authorized under Section 403(a)(5) of the Social Security Act (as added by Section 5001 of the Balanced Budget Act of 1997)*

N/A

(E) *Activities authorized under Title V of the Older American's Act of 1965*

Activities and services authorized under Title V of the Older American's Act of 1965 will be provided through MAC, Inc.

- (F) *Postsecondary vocational education activities authorized under Carl D. Perkins Vocational and Applied Technology Education Act*

Wor-Wic Community College will administer intensive and training services and is the local grant administrator.

- (G) *Activities authorized under Chapter 2 of Title II of the Trade Act of 1974*

Services will be provided under the auspices of the Maryland Department of Labor, Licensing and Regulation.

- (H) *Veteran's activities authorized under Chapter 41 of Title 38 United States Code*

Veteran's services will be provided through the DLLR. In 2004, a regional Veterans' office was established at the One-Stop Job Market.

- (I) *Employment and training activities carried out under the Community Services Block Grant Act*

Adult and youth services will be provided through the grant recipient and administrator, SHORE UP!, Inc.

- (J) *Employment and training activities carried out by the Department of Housing and Urban Development*

HUD programs and training activities will be sponsored by Crisfield Housing Authority in Somerset County and by the Wicomico County Housing Authority in Wicomico County.

- (K) *Programs authorized under State Unemployment compensation laws*

Services will be provided by the Unemployment Insurance Claims Center in Salisbury.

- (L) *Programs authorized under Title II of the Workforce Investment Act (adult basic education and literacy training)*

The school system's adult education programs in each county of the regional service area will administer these programs. Wor-Wic Community College and the Departments of Social Services will also provide services as optional partners.

(2) Optional Partners

- (A) *Programs authorized under Part A of Title IV of the Social Security Act*

N/A

- (B) *Programs authorized under Section 6(d)(4) of the Food Stamp Act of 1977*

N/A

- (C) *Work programs authorized under Section 6(o) of the Food Stamp Act of 1977*

N/A

- (D) *Programs authorized under the National and Community Service Act of 1990*

N/A

- (E) *Other appropriate Federal, State, or local programs, such as Single Point of Contact (SPOC) and also including programs in the private sector.*

N/A

- h. Describe how the needs of dislocated workers, displaced homemakers, low-income individuals such as migrants and seasonal farmworkers, public assistance recipients, women, minorities, individuals training for non-traditional employment, veterans and individuals with multiple barriers to employment (including older individuals, people with limited English-speaking ability, and people with disabilities) will be met.*

The establishment of a community based, multi-agency One-Stop center, along with the expanded services offered through the county libraries will greatly increase accessibility to services in terms of extending hours of access to information and increasing the number of access points for eligible participants. As technological advancements are made access to, and use of, core and intensive services will be continuously made less cumbersome for participants, human service agencies, training providers and employers. World Wide Web-based training and access to local industry needs will be easily maintained and accessed. The location of the One-Stop center will make maximum use of improvements in regional public transportation. Their locations will promote crossing political boundaries to make use of core and intensive services primarily, and to the maximum extent possible, training services for those eligible.

Service seekers will find the One-Stop centers as places organized to meet their needs. Relationships with partner agencies have been forged to maximize matching needs with services by formalizing an already effective and efficient informal network of human service agencies, educational institutions, economic development entities and the business community.

- i. Include a copy of each memorandum of understanding between the Board and the One-Stop partners at each site (if there are more than one site) in the local area as an attachment to the plan.*

Memorandums of Understanding (MOU) between the LSWA and One-Stop partners have been negotiated and were submitted with the original five year plan.

- j. *Provide a copy of the written agreement to be used between the local WIB and the One-Stop Operator(s) at each One-Stop site in the local area. If a consortia of 3 or more partners is selected as the One-Stop Operator, provide a copy of the consortia agreement forming the consortium.*

The LSWA opted to grandfather the DLLR CareerNet system as the Lower Shore One-Stop Operator. The One-Stop Operating Agreement is modified as needed on an annual basis.

6. Services

a. Adults and Dislocated Workers

- (1) *Describe and assess the type and availability of adult and dislocated worker employment and training activities in the local area.*

Adult and dislocated workers employment and training services are generally twofold: adult education/GED and job skill training (in local labor market demand) provided by community colleges. There are situations that require custom training, i.e., plant closings or specific training requests. Efforts are being made to provide both educational and job training services during day and evening hours.

- (2) *Describe your supportive service policy for adults and dislocated workers in accordance with the definition at sections 101 (46) and 134 (e) (2) of the WIA Act.*

Our policy on supportive services as described herein follows Sections 101 (46) and 134 (e)(2) of the WIA Act. The Individual Development Plan determines supportive services needs and resolution. Supportive services are

determined on a case-by-case basis, if funds are available.

The LSWA general mileage allowance for classroom training is \$0.32 cents per mile, not to exceed \$7.00 per day or \$35.00 per week.

Depending on availability of WIA funding and WIA Job Training Counselor client assessment / IDP, dislocated workers relocating beyond 50 miles in order to secure full time employment, may apply for a relocation reimbursement up to \$750.00 dollars.

For information about the Participant Stipend Payment System, see section IV. F. 4. (h).

- (3) *Describe your needs-related payment policy for adults and dislocated workers as defined in section 134 (e)*

At this time, we do not plan to offer needs-related payments as described in section 134 (e).

- (4) *Describe the Individual Training Account policy used in the local area, include a copy. Description should include information such as selection process, dollar limits, duration, etc.*

After all other funding options and resources have been explored and exhausted (such as Pell), Adults and Dislocated Workers meeting the WIA eligibility guidelines and having received at least one Core service and one Intensive service will be considered for an Individual Training Account (ITA). The duration of the training can be up to two years in an occupational skill area that is in local labor market demand, with a dollar cap of \$5000.00 dollars.

The ITA policy has been prepared and is included as TAB L.

- (5) *Describe the local area's on-the-job training policy and process.*

See Tab E for a copy of the LSWA On-The-Job Training policy and supporting documents.

- (6) *Describe how the LSWA will maximize customer choice in the selection of training activities.*

Customer choice for job training in occupations in local labor market demand will drive the local workforce service strategy. The Lower Shore Workforce Alliance conducts service provider/vendor monitoring and evaluation reports. These provider performance reports will enable customers to make good decisions about which training provider to select, and also be used by the LSWA to determine which providers should be on the approved list. All locally approved courses are closely monitored through labor market research and historical success. Training openings are determined per class based on these determinations. This will ensure that LSWA is not flooding the market with one particular skill (see slot planning worksheet).

- (7) *Describe the process used by the local area to include providers on the eligible provider list.*

The State Approved Provider List will be used to determine the eligible provider list. The Lower Shore Workforce Alliance (LSWA) will establish occupations in demand based upon current labor market information which training supported with WIA funds will be directly connected to.

The LSWA will;

- a. ensure that non-MHEC approved training providers can demonstrate that curriculum meets or exceeds the requirements of employers that hire individuals with the occupation skills developed in training and that

skill levels meet or exceed industry approved standards. Make the opportunity of being on the list known to all potential training providers;

b. collect application information about potential training providers and their programs; and

c. select those that it wants on the list, and forward the appropriate list information to the State; also, if the LSWA can demonstrate that there is a labor market demand for training and there are insufficient sources of training in the area, the LSWA may include out-of-state institutions on the list that is forwarded to the State.

The LSWA will add performance outcome data for each local vendor. Vendors not meeting local performance requirements may be removed from the list.

(8) *Describe the continuum of services in the three tiers of service offered through the One-Stop Center to include:*

(A) *Determination of need of service*

Determination of need of service at the Core service level will be predominately an initial customer self-assessment or assisted assessment using instruments and resources available at the One-Stop. At the Intensive service level the customer meets with a One-Stop counselor who will determine the level of service needed while developing an individual employment plan, this includes basic skills assessment as well as interest and aptitude assessment. At the Intensive service level, the One-Stop counselor will determine if an ITA or other services would be beneficial.

(B) *Determination of what type of services*

The customer will determine the types of services utilized at the One-Stop or Internet-

based Core service level. At the Intensive service level, the customer will choose the type of services based on an interview and assessment of a One-Stop counselor. All training and ITA's will be selected from a pre-approved State/Lower Shore Workforce Alliance training providers list.

(C) How you deliver the services

Core services will be delivered at all One-Stop locations, access points and via the Internet. Intensive services will be delivered at all One-Stop and other locations as established by MOU's with WIA partner agencies. Training services will primarily be provided using ITA's to State/Local Board-approved training providers.

(D) Determination of how a participant moves through the tiers of services if eligible

All WIA participants will receive Core services as a first tier of services, and if other services are deemed necessary, then Intensive services may be offered. If the One-Stop counselor determines that the customer is eligible and can receive benefit from Intensive and or Training services, then they are certified as a WIA participant (see WIA training flow chart).

(E) Describe how you will manage the process

The Lower Shore One-Stop system will be managed via an electronic network and database, the Maryland Workforce Exchange. A case management system will track data for Federal, State, and local reporting requirements and for program management.

(F) Referral process to other agencies

The Lower Shore Workforce Alliance (LSWA) is working in conjunction with the library

systems in each county and their Internet-based human service database of agencies and organizations called *Your Community Link*. The LSWA will support and utilize this resource to provide information and referral services.

Your Community Link is located at <http://www.yourcommunitylink.org>

(G) Evaluation process to be used for all programs

The LSWA will evaluate all WIA programs for both compliance to WIA laws and regulations, and for effectiveness and impact. All approved training providers will be monitored onsite at least once per year. Desktop fiscal and programmatic monitoring generally will occur on a monthly basis.

LSWA Monitoring Procedures are attached.

(H) Follow-up procedures

Locally, follow-up procedures will occur at the One-Stop counselor level (provider level for Youth) to ensure the customer obtains the goals set in the individual employment plan. Quarterly surveys are obtained and entered into the MWE to enhance supplemental performance data.

The state will also provide follow-up using UI wage records and possibly other data sources.

- (9) Describe the local priority of service policy developed by the LSWA for providing Intensive and Training Services to Adult Participants under WIA Title I. The local policy will need to explain clearly whether there is a constant policy enforced during the entire WIA program period or a policy containing thresholds & triggers of funding obligations and expenditures for policy implementation. Also explain priority given to public assistance or other low-income individuals and criteria*

developed for use of other funds, serving specific population groups, and other appropriate factors unique to the local area.

The local priority of service policy will need to explain in concise detail the specific variables unique to the local area policy for serving Adult WIA customers. Please reference WIFI No. 4-99.

The LSWA priority of service policy is based on past experience serving JTPA targeted populations, i.e., persons economically disadvantaged¹, persons with disabilities, persons over 55, at-risk youth, etc. This policy became effective July 1, 2000.

The LSWA priority of service will be to serve those persons that meet WIA eligibility requirements for Intensive and Training services; determined "most in need and can benefit" from the services by the One-Stop counselor; did not receive training under JTPA; and customer selects a training occupation in local labor market demand.

- (10) *Describe the local policy for defining "self sufficiency" and "inability to retain employment" (663.230). Employed individuals may qualify for intensive services or retraining services if it can be established that the services are needed to retain employment that leads to "self sufficiency". For employed Adult participants, minimally, the local self-sufficiency policy criteria will need to require employment paying a wage at least equal to the lower living standard income level. For employed Dislocated Workers, the local dislocated worker self-sufficiency policy may define eligibility based on current wages equal to or below a percentage of their prior layoff wage. Please reference WIFI No. 2-99.*

¹ Economically Disadvantaged is defined using the State of Maryland Poverty Income Guidelines or the Lower Living Standard Income Level 70%, based on family size and income for the prior six (6) months times two or the prior twelve (12) months.

Depending on the local availability of funds, the LSWA will consider training employed individuals (incumbent workers) that earn less than the LSWA determined self-sufficiency wage (currently 125% of the Poverty Income Guidelines or the Lower Living Standard Income Level), and can be determined that the individual needs further training to retain employment.

- (11) *Describe how you will coordinate and integrate with the State Dislocated Worker Unit (DWU) to provide Rapid Response services and planning for expeditious response when Rapid Response is not appropriate. Discuss procedures to notify the state of possible business failures or actions that might result in worker dislocation.*

Expeditious Response

The Lower Shore Workforce Alliance's expeditious response plan would be personal contact to the dislocated workers and/or to the employer, or both as applicable, by the respective Office Manager of the local Department of Labor, Licensing and Regulation and the LSWA Director, or their designees. This contact would be immediately upon notification of a plant closing or massive layoff.

The contact by DLLR may include an explanation of Services available, such as unemployment insurance and available jobs or training opportunities. It could also include, as appropriate and where feasible, bulk claims taking and job registration. If possible, it could also include early intervention to find jobs for some of the terminees before the layoff actually occurs.

DLLR staff, Lower Shore Workforce Alliance staff or WIA Counselors (rapid response) will communicate to the dislocated workers the services and benefits provided under this Title for training basic readjustment services and

other supportive services available.

It is important to note that all of the above activities would occur only with the cooperation and permission of the employer, and/or employed organizations. Should permission not be provided for on-site communication prior to lay-off, efforts will be exerted to provide these services at another location to these dislocated workers after lay-off occurs.

Description of Services and Activities (see dislocated worker guide)

Resource Allocation

Should the Rapid Response Team recommend services for the eligible dislocated workers that meet their needs and requirements, resources will be set aside to address the plan that will best assist the dislocated worker in becoming re-employed.

Coordination with State Rapid Response Activities

The State of Maryland Department of Labor, Licensing and Regulation will be notified immediately upon notification of a business failure or actions, which will result in worker dislocation. Cooperative efforts with the State Rapid Response Unit will occur as applicable to serve the dislocated worker.

Expeditious response services will occur in the event of plant closings and mass layoffs. Recruitment, intake, referral and placement services will be a joint effort between the Department of Labor, Licensing and Regulation and the WIB/DLLR Counselors located in each County Job Service location.

- (12) *Identify the staff contact person (and alternate) who will work with the State Dislocated Worker*

Unit to plan and provide Rapid Response services.

Staff Contacts for the Lower Shore Workforce Alliance will be:

Robert G. Corbin, Jr., Director
Lower Shore Workforce Alliance

Melanie Pursel, Director of Workforce Planning
Lower Shore Workforce Alliance

One-Stop Job Market
917 Mount Hermon Road
Salisbury, Maryland 21804
Telephone: 410-341-3835
FAX: 410-341-3735
bjcorbin@lswa.org

b. Youth

- (1) *Describe the local area's strategy for providing comprehensive services to eligible youth including those who have special needs or barriers to employment, including those who are pregnant, parenting, or have disabilities.*

Youth services to disadvantaged populations have historically been provided in the area by the three county public school systems and community action agencies. The LSWA Youth Council may recommend changes to the existing youth service delivery system. Though services provided through the local schools for keeping youth in school and graduating has been a priority, there is consideration being given to incorporate Career Connections program concepts into existing youth service strategies to provide a stronger workforce development component.

- (2) *Describe how the local area will coordinate with Job Corps, youth opportunity grants and other youth programs.*

The LSWA Youth Council will have adequate representation from all key providers of youth services to ensure coordination of effort.

- (3) *Describe and assess the type and availability of youth activities in the local area.*

Youth services have traditionally focused on keeping youth in school and graduating for in-school youth, and GED and job placement for out-of-school youth. Services include counseling and assessment, tutoring, MFT passage, career exploration, job shadowing and work experience. The primary youth service providers have been the three county school systems and Shore Up!, Inc.

- (4) *Describe how the local area will, in general, meet WIA's requirements regarding youth program design, in particular:*

- (A) *preparation for postsecondary educational opportunities;*

The LSWA is currently looking to adopt some of the Career Connections program concepts into the youth service strategy that includes curriculum development and enhancement of workforce issues. LSWA Job Counselors advise youth of all available education and job training services. There already exists a good relationship between the schools and area colleges. Students have access to college presentations and campus fieldtrips to learn more about the requirements and services available.

- (B) *strong linkages between academic and occupational learning;*

Stronger linkages are being developed through the Career Connections program, and will be adopted by WIA youth providers. The Career

Connections program attempts to impact the school curriculum to better synthesize academic and occupational learning. Summer Youth programs using the SCANS competency-based system provide a better linkage between the classroom and job site.

(C) *preparation for unsubsidized employment opportunities;*

Youth receive a variety of work experience opportunities to prepare then for unsubsidized employment. Many youth are hired for the summer employment program and receive valuable work experience. Other programs provide youth with unpaid work experience opportunities to improve their chances at unsubsidized employment.

(D) *effective linkages with intermediaries with strong employer connections;*

Career Connections, a program to improve the transition from School-to-Work sponsored by the Maryland State Department of Education, has developed one of the better employer connections for the region. Organizations like the Lower Shore Manufacturing Network, various chambers of commerce and numerous companies have opened many doors and opportunities for youth to work for higher-paying companies. Several service providers place youth in private companies during summer programs, resulting in youth being hired into full-time positions each year. Other opportunities are developed through job shadowing, mentoring, and part-time employment for eligible area youth.

The linkages created through *Career Connections* have forged indelible partnerships with area employers concerned with the training and development of their potential workforce.

(E) *alternative secondary school services;*

Each of the three county school systems has some form of alternative school or program(s). Several non-profit agencies also offer GED, computer skills, and other supportive services. There is an evening high school that allows students to make-up credits in order to graduate with a high school diploma.

(F) *summer employment opportunities;*

Summer employment is part of a comprehensive initiative for the development of youth workplace skills. The Lower Shore traditionally provides over 300 youth summer employment. Though most positions are with local schools and non-profit agencies, there are a growing number of private sector worksites.

All youth programs considered for WIA funding must be a year round effort. Stand alone summer youth programs will not be permitted.

(G) *paid and unpaid work experiences;*

Summer Youth is a paid work experience program. Most other work experience services are unpaid, i.e., job shadowing, short-term worksites, etc.

(H) *occupational skill training;*

Youth have opportunities to gain occupational skill training at the local

career and technology schools. Most occupational skill training beyond that will be served under the WIA Adult program, beginning at age 18, using an Individual Training Account (ITA).

(I) leadership development opportunities;

Leadership development opportunities will be provided in both classroom and work site activities.

(J) comprehensive guidance and counseling;

Youth will receive coordinated case management services, where school counselors, WIA job counselors, and service provider/vendor staff, juvenile justice, and others providing youth services will share and communicate information.

(K) supportive services;

Supportive services are provided according to individual need and circumstances. Primary supportive services to youth are transportation and child care allowances.

(L) follow-up services

All counselors working with the youth will provide coordinated follow-up services. Information obtained by follow-up services will be used for continuous improvement of the programs.

(5) Identify and provide a justification for your WIA determined additional barrier as identified by the local board in accordance with Section 129 (c) (5) of the WIA Act.

Serving youth with disabilities as defined by the ADA, is consistent with the LSWA goal of

providing job training services to disadvantaged populations.

- (6) *Identify the sixth youth eligibility criteria to be used by the local area (664.210).*

Any youth identified with a disability as defined in the Americans with Disability Act of 1990 (“ADA”),
42 U.S.C. Section 12101-12213

- (7) *Up to five percent of youth participants in a local area may be individuals who do not meet income criterion for eligible youth in accordance with Section 664.220 of the WIA regulations. Indicate how these ratios will be monitored.*

The Youth that do not meet the WIA income criterion will be tracked by the LSWA electronic database case management system. One-Stop counselors must submit a Youth 5% request to the Lower Shore Workforce Alliance Executive Director for approval.

7. Customer Flow System

Describe the customer flow process used in the local area. This description should include eligibility assessment, (core to intensive & training, priority of services) individualized training plans and case management.

Both assisted and self-help/informational Core services will be offered to everyone (universal access) at all designated LSWA One-Stop locations. Libraries, community service agencies, and other entities offering the public free access to the Internet will at a minimum, offer self-help and informational Core services via the Internet.

Any person needing more than Core services will need to visit one of the One-Stop locations to see a counselor, who will determine eligibility for WIA Intensive and Training services and develop an individual employment plan. The counselor will take into consideration WIA eligibility guidelines, the LSWA priority of service policy, availability of funds, any prior history with JTPA, academic, behavioral, and career assessments, if the individual can be considered

“most in need and can benefit”, job retention and earnings history, LSWA self-sufficiency policy, and other factors.

If the One-Stop counselor determines the customer WIA eligible, then they will receive at least one Intensive service before being considered for Training services.

8. Performance Management

For the draft plan provide a listing as an attachment of the negotiated benchmarks as the basis for negotiated standards for the local area.

LOWER SHORE WIA Numerical Performance Goals:

These performance estimates are based on projected activities of the Lower Shore Workforce Investment Area. Actual performance is subject to change as the program participant characteristics change.

The following are the performance measures planned under WIA. The performance standards negotiated for the Lower Shore are as follows:

Lower Shore Performance Measures	Performance Goals			
	State's Standard	2000-2001	2001-2002	2002-2003
Adult Measures:				
Adult Entered Employment Rate	69%	69%	70%	71%
Adult Employment Retention Rate	78%	79%	80%	81%
Adult Earnings Change	\$3,181	\$3,381	\$3,450	\$3,500
Adult Employment and Credential Rate	60%	61%	61%	61%
Dislocated Worker Measures:				
Dislocated Worker Entered Employment Rate	75%	76%	77%	78%
Dislocated Worker Retention Rate	82%	83%	84%	85%
Dislocated Worker Earnings Replacement Rate	90%	91%	92%	93%
Dislocated Worker Employment and Credential Rate	60%	61%	61%	61%
Older Youth (19-21 years old) Measures:				
Older Youth Entered Employment Rate	61%	61%	62%	63%
Older Youth Employment Retention Rate	74%	76%	77%	78%
Older Youth Earnings Gain Rate	\$2,688	\$2,688	\$2,750	\$2,825
Youth Credential Rate	50%	51%	51%	51%
Younger Youth (14-18 years old) Measures:				
Younger Youth Skill Attainment Rate	72%	73%	73%	73%
Younger Youth Diploma or Equivalent Attainment Rate	55%	56%	56%	56%
Younger Youth Retention Rate	54%	55%	55%	55%
Customer Satisfaction	68%	69%	69%	69%
Employer Satisfaction	66%	67%	67%	67%

9. Sunshine Provision

Describe the process used to involve the public in the process throughout the entire development of the plan. (See V A below). In addition, LSWA must publish the availability of the draft plan no later than February 15, 2000.

Public involvement in the development of this plan began in August 1999 with a series of facilitated meetings designed to create both the GWIB strategic plan and this One-Stop Operational Plan. The planning sessions included a cross-section of human service agencies, private employers, concerned citizens, and educators from primary to post-secondary levels.

The LSWA published a draft copy of this plan prior to February 15, 2000. WIA partners and the public have access to WIA Implementation plans and issues via the LSWA One-

Stop web site: lswa.org. Advertisements in local papers of record announced the availability of the plan for review by the public.

The LSWA conducted a separate public meeting to solicit comments specifically on the Local Comprehensive Workforce Investment Act Five-year Plan.

See Tab K for Public Notice of the Five-year Operational Plan.

IV. ADMINISTRATIVE PROVISIONS

A. PARTICIPANT ELIGIBILITY PROCESS

Provide a description of the local policy and procedures regarding Youth, Adult, and Dislocated Worker participant eligibility, as it relates to WIA. The procedure should be developed in accordance with WIFI No. 2-99 - Participant Eligibility Policies – Adult, Youth, and Dislocated Workers.

YOUTH ELIGIBILITY

WIA Counselors will determine WIA youth eligibility via group or one-on-one sessions following WIA laws and regulations.

WIA defines the term "Eligible Youth" in Sec.101 (13):
"eligible youth" means an individual who --

- (A) is not less than age 14 and not more than age 21;
- (B) is a low-income individual²; and
- (C) is an individual who is one or more of the following:
 - (i) Deficient in basic literacy skills.
 - (ii) A school dropout.
 - (iii) Homeless, a runaway, or a foster child.
 - (iv) Pregnant or a parent.
 - (v) An offender.

² Economically Disadvantaged is defined using the State of Maryland Poverty Income Guidelines or the Lower Living Standard Income Level 70%, based on family size and income for the prior six (6) months times two or the prior twelve (12) months.

(vi) An individual who requires additional assistance to complete an educational program, or to secure and hold employment.

Five percent of a WIA youth participants that do not meet the minimum income criteria can be considered for services if within one or more of the following categories:

- (A) individuals who are school dropouts;
- (B) individuals who are basic skills deficient;
- (C) individuals with educational attainment that is one or more grade levels below the grade level appropriate to the age of the individuals;
- (D) individuals who are pregnant or parenting;
- (E) individuals with disabilities, including learning disabilities;
- (F) individuals who are homeless or runaway youth;
- (G) individuals who are offenders; or
- (H) other eligible youth who face serious barriers to employment as identified by the local board.

The LSWA will ensure that at least 30% of Youth expenditures be spent on services to Out-of-School Youth. Eligibility as an out-of-school youth is defined as individuals that are school dropouts, have graduated high school, or hold a GED and are basic skill deficient, and are underemployed or unemployed.

The LSWA will document a youth as deficient in basic literacy skills if:

- a) performs below the 8.9 grade level in computing & solving problems, reading, writing, or speaking English
- OR
- b) is unable to compute & solve problems, reads, writes, or speaks English at a level necessary to function on the job, in an individual's family or in society.

The LSWA will document "other eligible youth who face serious barriers to employment" as it relates to successful entry into the workforce and retention of employment.

The LSWA does not plan concurrent enrollments in both Youth and Adult programs.

WIA ADULT / DISLOCATED WORKER ELIGIBILITY

Core Services:

- 18 years or older

Intensive Services:

- Received at least one Core service
- One-Stop counselor determines the need for additional services by documenting barriers to employment/self-sufficiency with consideration of the LSWA priority of service policy

Training Services:

- Received both Core and Intensive services
- Not eligible for PELL or other training funds
- Training is LSWA-approved (in local labor market demand)
- One-Stop counselor determines in need of training services
- Individual within LSWA priority of service

B. OVERSIGHT AND MONITORING

Describe in detail the local Workforce Investment Area's procedures for conducting oversight and monitoring of its WIA activities and those of its subrecipients and contractors. The monitoring plan shall address the monitoring scope and frequency and shall include the following:

1. *A requirement that all subrecipient agreements and contracts be monitored at least annually;*
2. *Procedures for determining that expenditures have been made against the cost categories and within the cost limitations specified in the Act and WIA regulations;*
3. *Procedures for determining compliance with other provisions of the Act and regulations and other applicable laws and regulations;*
4. *Provisions for the recording of findings made by the recipients' monitor(s), the forwarding of such findings to the subrecipient or contractor for response and the recording of all corrective actions;*
5. *Provisions of technical assistance as necessary and appropriate; and*

6. *Specific local policies developed by the WIB for oversight of the One-Stop system, youth activities and employment and training activities under Title I of WIA.*

See Tab F for the LSWA Monitoring Policies and Procedures.

C. GRIEVANCE PROCEDURES/COMPLAINT PROCESSING PROCEDURES

1. *Describe the Workforce Investment Area's procedures for handling grievances and complaints from participants and other interested parties affected by the local Workforce Investment system, including One-Stop partners and service providers. Provide a separate description for the following categories of complaints:*
 - a. *Complaints alleging discrimination on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in any WIA Title I – financially assisted program or activity;*
 - b. *Complaints and grievances not alleging illegal forms of discrimination. This includes grievances from individuals alleging labor standards violations.*
2. *The local area grievance procedures should also include the remedies that may be imposed for a violation of any requirement under WIA Title I, limited to:*
 - a. *Suspension or termination of payments under the title;*
 - b. *Prohibition of placement of a participant with an employer that has violated any requirement under WIA Title I;*
 - c. *Where applicable, reinstatement of an employee, payment of lost wages and benefits, and reestablishment of other relevant terms, conditions, and privileges of employment; and*
 - d. *Where appropriate, other equitable relief.*

NOTE: Detailed instructions regarding the required elements of the complaint processing procedures will be forthcoming in WIFI format.

See Tab G for a copy of the LSWA Complaint Procedures.

D. NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS

1. *Reasonable Accommodation*

With regard to aid, benefits, services, training, and employment, include a statement of assurance that you will provide reasonable accommodation to qualified individuals with disabilities unless providing the accommodation would cause undue hardship.

Each program and/or activity in the Lower Shore Workforce Investment Area system, funded through the Lower Shore Workforce Investment Board, when viewed in its entirety, will be accessible to qualified individuals with disabilities in accordance with Americans with Disabilities Act (ADA).

2. *Communication – Individuals with Disabilities*

Describe what steps you will take to ensure that communications with individuals with disabilities, including individuals with visual or hearing impairments, are as effective as communications with others.

Persons with impaired hearing, impaired vision, totally blind will be referred to related agencies, such as the Division of Rehabilitation Services, for assistance to client to address those with disabilities. The local educational agencies provide support services for the in-school individuals with impaired vision or totally blind.

The Lower Shore Workforce Investment Area provides services to those with disabilities severely emotionally, physically disabled and some who have impaired vision, either through the Lower Shore Workforce Investment Board funding or referral to another agency.

A linkage exists between this agency and the area rehabilitation organizations.

3. *Notice and Communication – Languages Other Than English*

Describe what steps you will take to meet the language needs of limited-English-speaking individuals who seek services or information.

Limited English speaking individuals will be served by seeking services of an interpreter to ascertain understanding and determine needs. All educational agencies (schools and colleges) as well as other agencies specializing in serving this population will be contacted for assistance from their bilingual professionals, with referrals to English for Speakers of Other Languages (ESOL) programs.

Retraining Services may include classroom training, occupational skill training, basic and remedial education, literacy and English for non-English speakers training, entrepreneurial training, and other training activities directly related to employment opportunities in the Lower Shore Workforce Investment Area.

4. WIA Compliance - "With regard to nondiscrimination and equal opportunity in WIA Title I financially assisted programs, the LSWA will comply with WIA Sec. 188 and 29 CFR Part 37."

E. PROCUREMENT AND CONTRACTING PROCEDURES

1. Describe your procurement system and include a statement of assurance that the procedures conform to the standards in DOL regulations 29 CFR Part 97 Uniform Administrative Requirements For Grants and Cooperative Agreements to States and Local Governments, or 29 CFR Part 95 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

PROCUREMENT POLICY

A. Scope and Applicability

This document establishes policies governing procurement transactions for the Lower Shore Workforce Alliance (LSWA) Board.

B. General Information

All procurement awards will be conducted in accordance with the Workforce Investment Act (WIA), Welfare-to-Work Act (WtW), Department of Labor regulations and State of Maryland policies and directives. In the event either the Department of Labor or the State of Maryland establishes standards, which are more stringent than this policy, the more stringent requirements will be controlling.

Records will be maintained to detail the significant history of each procurement, including rationale for the method of procurement, selection of contract or agreement type, selection/rejection of proposals, basis for cost/price and non-competitive procurement justification, if applicable. LSWA will comply with 29 CFR 95.40-48, which outlines the provisions governing the procurement of goods and services for non-profit organizations, institutions of higher education, hospitals, and commercial organization.

C. Bidder and Vendor Lists

1. A "Bidder List" containing the names and addresses of potential service providers will be maintained at the LSWA.

Solicitation letters will be sent to all potential providers on the Bidder List, appropriate to the type of goods and services to be procured. Solicitation packages (RFP) will be sent to all who request them.

The Bidder List will be updated at least annually.

2. A "Vendor List" containing the names and addresses of organizations, which are pre-qualified for the provision of goods and/or services, will be maintained at the LSWA.

The Vendor List will be updated at least annually and will include, but not be limited to, those vendors in good standing whose goods/services have been purchased through the LSWA procurement process.

D. Cost/Price Analysis

An analysis of cost or price will be performed for every procurement action, including modifications of monetary contract terms.

Estimates will be made by staff prior to receiving bids or proposals and will be documented in the procurement file. Price analysis may be accomplished by the comparison of price quotation submitted, market prices, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.

An analysis of cost will be performed for all noncompetitive awards to service providers and for all procurement, which require submission of cost elements. Program income and/or profit will be analyzed and negotiated as a separate element for each procurement in which a cost analysis is performed.

Comparing proposed prices to catalog will perform an analysis of vendor price or market prices of comparable products sold to the general public, or based on prices set by law or regulation. Price analysis may also be performed for service providers by comparing the proposed price to pre-bid estimates. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but a minimum, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offerer is required to submit elements of his/her estimated cost. A cost analysis will be necessary when adequate price competition is lacking, or for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of catalog or market price of a commercial product sold in substantial quantities to the general public, or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

E. Methods of Solicitation

Each purchase utilizing WIA or WtW funds must follow one of the four procurement methods: (1) Small Purchase, (2) Request for Proposal, (3) Noncompetitive Proposal, or (4) Request for Quote.

1. Small Purchase Procedures

- a) Small purchase procedures should generally be utilized for simple purchases of goods or services less than \$25,000 (in a single transaction) that is easily quantifiable and where price is the primary consideration. If the nature of the purchase is more complex and the factors other than price

are most important in the selection process, the Competitive Proposal method should be utilized even if the purchase price is less than \$25,000.

- b) For Small Purchases, three price quotes must be obtained. An advertisement of the price, web quote or receipt is sufficient documentation of the quote or price. In the case of emergency procurement, only one quote is necessary.
- c) Single transactions will not be broken down into several smaller purchases for the purpose of utilizing the Small Purchase procurement method.

2. Request for Proposal (RFP)

- a) The Request for Proposal method for procurement should be used when:
 - i) The nature of the item or service needed precludes developing a specification or a purchase description so precise that all potential suppliers have an identical understanding of the requirements;
 - ii) Those responsible for preparing the procurement are unable to predetermine product or service specifications to the level needed to assure that both a fair price and the optimum product or services will be obtained through the competitive bid process;
 - iii) Price is not the primary or dominant factor in the award decision.
- b) If the Request for Proposal method is used, the solicitor will:
 - i) Solicit offers by publishing a Request for Proposal (RFP) to an adequate number of potential sources to ensure competition;
 - ii) Publicly advertise the RFP;
 - iii) Allow sufficient time for potential suppliers to respond;
 - iv) Ensure that the RFP identifies the scope of work and service area, all significant evaluation or rating factors, and the deadline for receipt of responses to the RFP;
 - v) Establish evaluation factors for the award and the relative importance of each in the evaluation process;
 - vi) Provide for negotiation with any or all proposals determined through the rating process to be responsive and advantageous to the program, and the notification of unsuccessful proposals in a

reasonable amount of time.

- c) Appropriate documentation for the Request for Proposal method will include:
 - i) The rationale for why the RFP method was selected;
 - ii) The RFP document;
 - iii) The list of potential suppliers to whom the RFP was sent;
 - iv) Evidence of a public advertisement of the RFP;
 - v) All responses to the RFP;
 - vi) Documentation of the results of the scoring of the proposals.

3. Noncompetitive Proposals (Sole Source)

- a) Except when the Small Purchase Procedures method is used, the Noncompetitive Proposals (sole source) method may be used only when the procurement is infeasible under Request for Quote method or the Request for Proposal method due to one of the following circumstances:
 - i) The item or service is available from only one source (sole source). If this rationale is utilized, the solicitor must document how it was established that there was a single source for the good or service; or
 - ii) Public urgency or emergency will not permit the time required for a competitive solicitation; or
 - iii) A failed competition has occurred
- b) A failed competition occurs when less than two qualified, responsive quotes or proposals are received.
- c) The rationale for utilizing the Noncompetitive Proposal method must be adequately documented in the procurement file.

4. Request for Quote (RFQ)

- a) For purchases more than \$25,000, a Request for Quote method of procurement should be used if:
 - i) The procurement lends itself to a firm, fixed price, and selection can appropriately be made primarily based on price and perceived quality of the goods or services;
 - ii) A complete, adequate, and realistic specification or purchase description has been developed; and
 - iii) There is at least the possibility of two or more

responsible suppliers willing and able to compete effectively for the award

- b) If this method is used, the solicitor will:
 - i) Allow sufficient time for potential suppliers to respond;
 - ii) Solicit quotes by issuing a Request for Quote document to potential suppliers, and by publicly advertising the Request for Quote;
 - iii) Clearly define in the RFQ document the items or services needed, key performance criteria, and dimensions or specifications in order for the applicant to properly respond to the RFQ;

- c) The documentation that must be retained for the RFQ method will include:
 - i) The rationale for why the RFQ method was selected;
 - ii) The RFQ document;
 - iii) The list of potential suppliers to whom the RFQ was sent;
 - iv) Evidence of a public advertisement of the RFQ;
 - v) All responses to the RFQ;
 - vi) The rationale for the selection.

F. Welfare-to-Work Special Provisions

The following provisions apply **ONLY** to the procurement of goods and services with WtW funds, and are in addition to the procurement provisions detailed above:

1. All contracts for the provision of WtW program services will certify to a Drug Free Workplace.
2. All contracts for the provision of WtW program services in excess of \$100,000 will certify that no funds will be used for lobbying.
3. All contracts exceeding \$25,000 will provide a debarment certification.

G. Appeals

Any award decision may be appealed by submitting an appeal letter to the LSWA within ten (10) calendar days after notification of the adverse award decision. Appeals will:

1. Be in writing, dated and signed.

2. State the reason for disputing the award.
3. Include the desired remedy.
4. Be acknowledged in writing by the LSWA.

An Appeals Committee will hear appeals within (30) calendar days after LSWA's receipt of the appeal letter. The Appeals Committee will include three or more persons appointed by the Chair of the awarding Board. No person may hear an appeal if they have a conflict of interest which may affect their judgment.

The Appeals Committee will issue a written decision within fifteen (15) calendar days after hearing the appeal and subsequent closure of the record. Appeal hearings will be informal and open. A decision of the Appeals Committee will be binding unless reversed by vote of the LSWA, or by the State of Maryland.

H. Conflict of Interest

Each Board Member is required to sign a "Conflict of Interest Policy Acceptance Agreement". Essentially, it states that no board member or LSWA staff members participate in a matter under consideration by the board regarding the provision of services by the board member or the entity the board member represents. Similarly, no board or staff member may participate in any matter in which the board member, a qualifying relative or a business associated with the board/staff member or qualifying relative has a direct financial interest.

LSWA/LSWA CONFLICT OF INTEREST POLICY

The following policy is intended to assist members of the Lower Shore Workforce Alliance in avoiding conflicts of interest or the appearance of such conflicts in the exercise of their responsibilities, particularly those related to the awarding of contracts.

No board member may participate in a matter under consideration by the board regarding the provision of services by the board member or the entity the board member represents. Similarly, no board member may participate in any matter in which the board member, a qualifying relative or a business associated with the board member or qualifying relative has a direct financial interest.

Further, a member's employer may not participate in any way in a future bid or procurement where the member helped to draft specifications. In order to avoid potential conflicts as circumstances change, members whose employers may wish to participate in a future procurement shall refrain from involvement in specification development. Further, if a member participates in developing procurement specifications, the board member and his/her employer may be precluded from submitting a bid or proposal for that procurement.

In addition, no board member may intentionally use the prestige of his or her public position for that board member's private gain or that of another. Except in the discharge of an official duty, no board member may disclose or use confidential information acquired by reason of the board member's public position and not available to the public for personal economic benefit or for the economic benefit of another. Moreover, board members may not use their status in marketing their private businesses.

Any board member with a potential or actual conflict of interest must disclose that fact in writing to the board chairman as soon as the potential conflict is discovered and, to the extent possible, before the agenda for a meeting involving the matter at issue is prepared. If it should be determined during a meeting that a conflict of interest exists, the board member must verbally declare such conflict of interest, his or her declaration must be clearly noted in the minutes, and the board member must excuse him/herself from the remainder of the discussion and the voting.

No board member may solicit or accept any gratuity, gift or item of monetary value from suppliers, contractors or subcontractors of the board. Gifts of nominal value (under \$25.00) are permissible.

The board shall adopt procedures that serve to minimize the appearance of conflicts of interest. Lower Shore Workforce Investment Board members who represent One-Stop partners and who serve on committees that oversee the One-Stop system or the allocation of resources that would potentially be allocated to their programs shall refrain from discussing or voting on any matter that would impact the programs they represent.

The board shall adopt appropriate penalties, sanctions or other disciplinary actions, including termination, on a case-by-case basis, for board members who violate any portion of this policy.

Each board member shall annually sign a statement that he or she has reviewed this policy and is aware of his or her responsibilities under it.

Definitions:

“Direct Financial interest” means ownership of an interest as the result of which the owner has received within the past 3 years, is currently receiving, or in the future is entitled to receive, more than \$1,000 per year; or ownership of more than 3% of a business entity; or ownership of securities of any kind that represent, or are convertible into, ownership of more than 3% of a business entity.

“Procurement contract” has the meaning provided in section 11-101 of the State Finance and Procurement Article.

“Qualifying relative” means a spouse, parent, child, brother or sister.

F. FISCAL CONTROLS

1. Accounting Procedures

The LSWA as the administrative entity and grant recipient utilizes the Lotus Spreadsheet program as the main financial management system along with the Peachtree Accounting Program for payroll, inventory, and check processing. The LSWA has the responsibility for all funds received and disbursed. Through the use of the Lotus program and other supplemental record keeping, the LSWA assures that all financial transactions are conducted and records maintained in accordance with "Generally Accepted Accounting Principles."

The financial management system utilized by the LSWA allows for the:

- (a)** tracking of obligations, expenditures and assets;
- (b)** tracking of program income, potential stand-in costs and profits; and

(c) submitting of required fiscal reports to the Maryland Department of Labor, Licensing and Regulation (DLLR) in both a timely and accurate manner.

2. **Key Staff Working with WIA Funds**

The Administration Unit within the LSWA has the primary responsibility for working with WIA funds. The Administration Unit consists of a Manager, one (1) procurement specialist and one (1) fiscal specialist.

3. **Audit Trail (Tracing of Funds)**

The LSWA utilizes the Lotus Spreadsheet program to assure that all financial transactions are conducted and records maintained in accordance with federal WIA requirements.

LSWA administration staff routinely review expenditures to ensure compliance with the federal and State guidelines regarding allowable costs and cost classification. Prior to making payments, LSWA staff assigns accounting codes to the expenditure report/invoice in order to identify the proper funding source, cost category and line item. LSWA staff then reviews all invoices for payment and costs charged in the general ledger on a routine basis to ensure that costs are allowable and recorded in the proper account ledger. Adequate supporting documentation is maintained by the LSWA to permit tracking of funds to a level adequate to establish that funds are not used in violation of WIA standards or United States Department of Labor regulations.

4. **Description of Fiscal Procedures**

(a) **Fiscal Reporting System**

The LSWA has the ability to prepare accurate and timely financial information for both internal management and expenditure reports to the Maryland Department of Labor, Licensing and Regulation. LSWA uses the Lotus program to record and track fiscal information and to provide printed monthly expenditure reports. The reports include expenditures and encumbrances by grant agreement and cost category.

Using the information provided by the Lotus worksheets, LSWA administration staff prepares monthly financial reports for internal management and quarterly financial reports for submission to the Maryland Department of Labor, Licensing and Regulation (DLLR). Accrued expenditure information applicable to the reporting period is included in both the monthly internal reports and quarterly reports to the State. An adequate audit trail is available to support the quarterly expenditure information reported to DLLR. Worksheets are prepared which include the expenditures, accruals and any adjustments that apply to the reporting period. These worksheets are the basis for preparing State reports and serve as supporting documentation for the quarterly reports.

(b) Obligation Control System

The LSWA provides the mechanism for adequate obligation control. The system records the amount of funds available for each grant, the amount of encumbrances, the amount of expenditures and the amount of the current balance. Staff from the LSWA approves and records all contract obligations in the financial management system. This is accomplished by the issuance of contracts and/or purchase orders that generate encumbrances in the system. All obligations are recorded in the accounting ledgers. A current balance of funds, total funds available minus encumbrances and expenditures, is identified for each grant agreement.

Furthermore, LSWA administration staff maintains other supplemental records to monitor both obligations and expenditures by funding source. LSWA staff reviews this information on an ongoing basis to ensure adequate control over both obligations and expenditures. A monthly budget meeting is held by the LSWA Director to discuss the status of both expenditures and obligations.

(c) Individual Training Account (ITA) Payment System

The LSWA shall enter into a contractual agreement with each vendor that it will be using for ITA programs. This contractual agreement will describe the roles and responsibilities of the training provider, including the ITA payment system. Upon the enrollment of a WIA

client into a training program with an eligible ITA training provider, the LSWA will provide the selected training provider with a billing authorization form for that individual. The billing authorization form will include the total amount of costs for tuition and fees that will be paid by the LSWA. After the billing authorization form is received, the training provider can submit an invoice to the LSWA, which sets forth, all approved tuition and fees for the WIA client. Payment for properly charged tuition and fees shall be made by the LSWA in a timely manner. Adjustments are made by the training institution when the participant drops out of the program.

(d) Chart of Accounts System

The Chart of Accounts system utilized by LSWA operates on a coding system that allows for the classification of funds by grant, institution, and cost category. This system will ensure that funds are adequately tracked and reported in compliance with federal and state requirements.

(e) Accounts Payable System

The LSWA is responsible for the disbursement of funds. After approval and coding by LSWA administration staff, expenditure invoices are processed for payment. Expenditure information is then entered into the financial system using the appropriate budget codes, including funding source and cost category. Each transaction is identified in the various ledgers. All disbursements are made by check. LSWA staff closely monitors the ledger transactions to ensure that all payments are charged to the proper grant and cost category,

(f) Staff Payroll System

Bi-weekly time and attendance reports are utilized for LSWA staff. These reports include attendance information for each day of the week and are signed by the staff person as well as appropriate supervisory personnel. The information from these reports is entered into the Peachtree automated payroll system on a bi-weekly basis by LSWA staff. Payroll checks are issued bi-weekly and are distributed by staff from the LSWA administration unit.

(g) Participant Payroll System

Participants in some work experience activities are paid an hourly wage. The LSWA contracts with the sub grantee for payment of participant payroll checks. Time and attendance records are signed by the participant and the work site supervisor. The sub grantee reports to the LSWA on a monthly basis for reimbursement to the sub grantee. Procedures are in place for monitoring of the sub grantee.

(h) Participant Stipend Payment System

Participants enrolled in and actively attending long-term classroom training programs are eligible for participant stipend payments and mileage. The LSWA uses a flat rate payment system consisting of three payment tiers. The first tier will consist of participants in need of services other than childcare. The second tier will consist of participants who are in need of childcare. The third tier will consist of participants receiving TCA. A per diem payment schedule is established for each payment tier.

Bi-weekly attendance forms signed by the participant and the training site representative are forwarded to the LSWA. The attendance form indicates the number of hours attended for each day of the week. Based on attendance, individuals receive weekly payments by check based on the established per diem schedule. After the checks are prepared, they are mailed directly to the participant's home.

See Tab D for Needs Based Payment Plan.

5. Generally Accepted Accounting Procedures

LSWA assures that all financial transactions are conducted and records maintained in accordance with "Generally Accepted Accounting Principles."

6. Cash Management System

LSWA staff prepares and submits cash requisitions to the Maryland Department of Labor, Licensing and Regulation (DLLR) on a weekly basis. The total amount of funds requested for each grant agreement includes cash

expenditures to date and an estimate of cash expenditures for the upcoming three weeks. LSWA staff maintains a worksheet and as an audit trail to support the weekly requests for cash. The requisitions and backup material is reviewed and approved by the Executive Director. After funds are made available by the Maryland DLLR, the funds are deposited into the appropriate bank accounts by staff from the LSWA. Procedures are in place to monitor cash balances to prevent excess cash.

Training providers and contractors request funds from the LSWA by submitting a monthly expenditure/invoice report. These expenditure/invoice reports are submitted on a reimbursement basis. LSWA administration staff reviews approve and properly code all payment requests. Once approved the payment requests are processed for payment. All disbursements are made by checks that are issued from the LSWA office.

7. Cost Allocation Procedures

(a) Identification of Cost Pools

The LSWA utilizes two cost pools, an administrative cost pool for the accumulation and distribution of staff and operating costs, and a program cost pool for the accumulation and distribution of operating costs that cannot be directly assigned to a specific funding source.

The LSWA assures that it uses cost allocation methods that are both reasonable and consistently applied. The LSWA will also maintain adequate documentation to support the distribution of costs to the various funding sources and cost categories. Costs that benefit a single funding source and/or cost category will be directly charged. All indirect and unassigned costs will be identified and accumulated in the cost pools and distributed based on acceptable cost allocation methodologies.

(b) Distribution of Staff Costs between Cost Categories

Staff office costs are accumulated in a cost pool and distributed to the two WIA cost categories, administration and program, based on staff time distribution reports (time

and attendance sheets). The staff time distribution reports are completed on a bi-weekly basis and are signed by each individual as well as the appropriate supervisory personnel. The bi-weekly time distribution reports document the number of hours spent on administration activities and the number of hours spent on the various program activities on a daily basis. Once these costs are posted on the lotus spreadsheet, operational costs will be distributed between the costs categories based on the number of documented hours worked on each cost category with each posting. The LSWA assures that the distribution of pooled staff costs will be consistently applied during the program year.

(c) Distribution of Funds from Each Cost Pool

The administrative cost pool will be distributed between the various funding sources based on time distribution reports. The program cost pool will be distributed to the various funding sources based upon direct program expenditures. The LSWA assures that the method used to distribute costs from the pools to the various funding sources and cost categories will be reasonable and consistently applied for the entire program year.

(d) Funds Included in the Cost Pools

WIA funds including allocations for the Adult Program, the Youth Program and the Dislocated Worker Program, as well as any WIA performance awards and/or other WIA discretionary awards may be included in both the administrative and program cost pools. Furthermore, School-to-Work, Welfare-to-Work and Supplemental Grants may be included in both cost pools.

(e) Cost Allocation Plans for One-Stop Centers

The plans for allocating costs at the One-Stop Centers are in the process of being developed.

8. Audits

All governmental and non-profit organizations must follow the audit requirements of the federal OMB Circular A-133. An annual financial and compliance audit will be conducted and submitted to the Maryland Department of Labor, Licensing and Regulation, Office of Employment Training

within thirty (30) days after the completion of the audit report, but no later than nine (9) months after the end of the audit period. Furthermore, the LSWA ensures that all required subrecipient audits and all subrecipient audit resolution procedures are completed.

9. Debt Collection

If a debt is established as the result of an audit or any other circumstances, cash repayment is the primary sanction for the improper expenditure of WIA funds. Debt collection procedures begin with the forwarding of a written payment demand letter that includes the amount of the debt and the date the payment is due to the LSWA. Generally the demand letter will ask for repayment in a lump sum, but a schedule of installment payments may be established if deemed appropriate.

If the LSWA staff after adequate negotiation, determine that cash repayment is not possible, other methods to satisfy the debt may be explored. The LSWA may accept allowable WIA services in lieu of cash as a satisfactory alternative. Such services must be in addition to those provided under any existing agreements. Finally, another method for settling debts is the reduction of payments to current subrecipients while the subrecipient continues to provide WIA services at existing levels.

G. LOCAL WORKFORCE INVESTMENT BOARD (LSWA) – CHIEF LOCAL ELECTED OFFICIAL (CLEO) WORKING AGREEMENTS

Include as an attachment, the agreement between the LSWA and the CLEO that clearly delineates each partner's roles and responsibilities. The agreement should address the issues as outlined in WIFI No. 8-99.

The LSWA/CLEO working agreement is included in Tab J.

H. RESPONSIBILITIES OF THE ONE STOP SERVICE DELIVERY SYSTEM

Describe the process to be used by the LSWA to meet its responsibilities related to One-Stop operations as outlined in WIFI No. 7-99 - Responsibilities of the Local Workforce Investment Boards for the One Stop Service Delivery System, including:

1. Selecting One-Stop operator(s) and the selection method to be utilized;

The Maryland Job Service, DLLR was selected as the One-Stop operator using the “grand fathering” provision. This option was chosen as the most efficient with respect to providing a seamless transition to both job seeking and employer customers. This option also maximizes successes in existing initiatives between mandated and optional partners.

2. Defining the role of the One-Stop operator;

The role of the One-Stop operator is that of coordinator of services for the One-Stop Delivery System. The main office of the One-Stop operator will be located in Salisbury, Maryland. The duties of the One-Stop operator include, but are not limited to, the following:

- Design the iteration of systems and coordination of services for the site and partners.
- Manage fiscal responsibility for the centers
- Evaluate performance and implement required actions to meet standards.
- Evaluate customer needs and satisfaction data to continually refine and improve services.
- Plan and report responsibilities.
- Act as liaison with the LSWA, One-Stop center(s) and partner agencies.
- Monitor compliance to the provisions of the memorandums of Understanding.
- Market One-Stop services to eligible participants and employers.
- Recruit additional partners to meet regional needs to prepare youth and adults to maximize their career potential and to further develop an appropriately trained resource base for employees.
- Define and provide training technical assistance and additional resources to meet common operational needs of partners.
- Facilitate information and data sharing.
- Be responsive to community needs.

Though the operational plan is for a period of five years, the LSWA/LSWA will continually monitor the progress of the one stop system. Programs and / or agencies that are not performing will be terminated (taken off the approved provider list) as a result of a LSWA/LSWA formal review, and subsequent full board vote.

3. *Determining the number and type of One-Stop Centers in the local system;*

There will be three One-Stop centers on the Lower Shore. The primary center will be located in Salisbury, serving Wicomico County. Two satellite centers – one in Berlin serving the Northern portion of Worcester County to include Ocean City and one in Princess Anne to serve Somerset County and Southern Worcester County.

4. *Defining the minimum requirements for each Center;*

Minimum requirements will consist of providing core services, intake and referral, and intensive services.

5. *Setting performance standards including a customer satisfaction index;*

The LSWA will negotiate with the State to establish performance of standards. As a minimum the LSWA and the One-Stop operator will develop a questionnaire to evaluate customer satisfaction.

6. *Reviewing and evaluating performance of the One-Stop system and One-Stop operator(s); and*

Performance of the One-Stop system shall be reviewed and evaluated by the LSWA using the LSWA database; provider reports; UI Wage; customer satisfaction reports; and fiscal and programmatic monitoring reports. The LSWA will review provider performance monthly, quarterly, and annually.

Performance measures have yet to be determined and negotiated, but will be the basis for performance reviews.

7. *Negotiating Memorandums of Understanding (MOUs) with One-Stop partners relative to operation of the One-Stop delivery system in the local area.*

The Director of the LSWA in conjunction with the Lower Shore DLLR/Job Service Manager, have negotiated Memorandums of Understanding between the LSWA and One-Stop Delivery System partners. Each partner entered into an MOU with the LSWA and One-Stop ensuring an easy transition into and operation of the regional One-Stop system.

I. CONTINUOUS IMPROVEMENT / CONSUMER REPORT

Provide a description of the process to be used to ensure the continuous improvement of eligible providers of services and that such providers meet the employment needs of local employers and participants. Also, provide a description of the consumer report system.

The LSWA will monitor performance using negotiated standards based on regional labor market demand and needs. Desktop monitoring occurs on a monthly and quarterly basis, while there is a more in depth annual report.

Making performance outcome information readily available will itself affect continuous improvement, where customers will most likely choose the better performing training providers. This will force the lower performing providers to improve services or risk not being chosen by customers and even possibly terminated by the LSWA One-Stop system.

V. SUBMISSION PROCEDURES

A. DRAFT PLAN SUBMISSION

LSWAs must make copies of the proposed local plan available to the public through such means as public hearings and local news media prior to submission of the plan. The general public must have 30 days beginning from the date that the plan is made available to the public to submit comments on the proposed local plan to the LSWAs. The LSWAs must include any such comments that represent disagreement with the plan in their submission of the plan. The LSWAs must submit a copy of the draft plan by February 1, 2000 to DLLR (and the GWIB).

B. FINAL PLAN SUBMISSION

LSWAs must submit a copy of the final plan, "original signature" WIA Notice of Grant Award, Statement of Concurrence, Certifications, and copies of all comments/responses to those comments by March 15, 2000 to DLLR and GWIB.

C. REVIEW OF THE PLANS

The Governor will approve or disapprove each plan in accordance with Section 118 of the Workforce Investment Board and Part 661.350 of the WIA Federal Regulations. Prior to the Governor's action on the plans, staff of the Governor's Workforce Investment Board and staff from DLLR/OET will review the plans to certify that they are consistent with the WIA Law/Regulations.

TAB A

WIA Notice of Grant Award

DEPARTMENT OF LABOR, LICENSING, AND REGULATION
 WORKFORCE INVESTMENT ACT (WIA) PROGRAM
 NOTICE OF GRANT AWARD

GRANTEE (Name and Address):	GRANT NUMBER:
	GRANT ACTION: _____ Initial Grant Request _____ Modification Grant Request _____ Grant Request # _____

As indicated in the Grant Action section above the Grantee hereby requests from the Department of Labor, Licensing, and Regulation (the State Grantor), funds to operate a Workforce Investment Act (WIA) Title program, or modification to of the current WIA Program Grant Agreement. The grantee agrees to adhere to all of the requirements of the five-year local plan. The Grantee agrees to comply with all of the conditions of the WIA law (PL 105-220), and regulations. The Grantee agrees to operate the WIA program in accordance with the terms of the WIA Program Grant Agreement.

It is understood and agreed that neither the State of Maryland nor the State Grantor, nor any of their officials, agents, or employees shall be liable in any action of tort, contract, or otherwise, for any actions of the Grantee, or Local Workforce Investment Board, arising out of this Grant Agreement.

WITNESSED BY:

CERTIFIED FOR THE GRANTEE BY:

Signature

Typed Name and Title of Representative

Date Signed by Representative

(This Section for State Grantor Use Only)

STATE GRANTOR (Name and Address):
 Office of Employment Training (OET)
 Department of Labor, Licensing and Regulation
 1100 North Eutaw Street
 Baltimore, Maryland 21201

GRANT PERIOD:

This grant covers the period from _____ To _____

	ADMIN	ADULT	YOUTH	DISLOCATED WORKER	
_____ Initial Funds	\$	\$	\$	\$	\$
_____ Increase Funds	\$	\$	\$	\$	\$
_____ Decrease Funds	\$	\$	\$	\$	\$
_____ Total Funds	\$	\$	\$	\$	\$
_____ No Change to Funds	\$	\$	\$	\$	\$

EFFECTIVE DATE: _____

WITNESSED BY:

APPROVED FOR THE STATE GRANTOR BY:

 Approved as to form and legal sufficiency
 by the Office of the Attorney General on
 September , 1999

 Ellen Miller, Assistant Secretary, DET

 Date Signed

INSTRUCTIONS FOR COMPLETING THE GRANT AGREEMENT SIGNATURE SHEET

GRANTEE (Name and Address):

Enter the name and address of the administrative agency requesting approval of the grant application.

GRANT NUMBER:

The initial grant number will be assigned and entered by the State grantor. The grantee should enter the assigned grant number for all modification requests

OET has decided for administrative ease to consolidate all funding streams into one grant. In order to distinguish the separate funding streams, each funding source will be assigned the grant number followed by a letter. The administrative funds will be assigned the grant number followed by the letter A. The adult funds will be assigned the grant number followed by the letter B. The youth funds will be assigned the grant number followed by the letter C and the dislocated worker funds will be the grant number followed by the letter D.

GRANT ACTION:

Check the appropriate box and enter the modification request number, if appropriate.

CERTIFIED FOR THE GRANTEE BY:

The authorized representative of the grantee must sign the grant request. Enter the typed name and title of the representative and enter the date on which the signature sheet was signed.

WITNESSED BY:

The individual who witnessed the authorized signature must sign on this line.

THE REST OF THIS FORM WILL BE COMPLETED BY THE STATE GRANTOR. PLEASE DO NOT WRITE BELOW THE DOTTED LINE.

TAB B

Statements of Concurrence

STATEMENT OF CONCURRENCE WITH THE ACT

Workforce Investment Area: Lower Shore
 Contact Person for Plan: Robert G. Corbin, Jr., Director
 Lower Shore Workforce Alliance, 917 Mt. Hermon Road, Salisbury, MD 21804

This is to certify that the membership for the Local Workforce Alliance Board (LSWA) for the Lower Shore Workforce Investment Area is in compliance with Section 117 of the Workforce Investment Act. The LSWA developed the local area plan in partnership with the appropriate chief elected officials. The local area plan is consistent with Section 118 of the Workforce Investment Act, the State plan and local area plan instructions developed by the Governor. Both the LSWA and the chief elected official(s) have approved the local area plan. Said local area plan is submitted to the Maryland Department of Labor Licensing and Regulation jointly by the LSWA and the chief elected official(s).

(2)	
David Donohoe	
Signature and typed names of the LSWA Chairperson(s)	Date

The chief elected official(s) also appoints (3) _____ as the Grant Recipient and authorizes (where appropriate) the Grant Recipient to sign agreements.

As discussed in WIFI NO. 8-99, a copy of the LSWA/CLEO Working Agreement must be included as part of Section IV of this plan - Administrative Provisions.

(4)	

STATEMENT OF CONCURRENCE WITH THE ACT

INSTRUCTIONS FOR COMPLETING THE FORM:

Identification Block: Enter the name of the Workforce Investment Area in the identification block at the top of the form. Also indicate the name, title, telephone number and e-mail address for the individual that should be contacted regarding any questions on the plan.

- (1) Insert the name of the local workforce investment area.
- (2) Type the name(s) of the LSWA Chairperson(s) under his/her signature. Indicate the date signed in the date block.
- (3) Insert the name of the grant recipient entity.
- (4) Type the name of the Chief Elected Official(s) under his/her signature. Indicate the date signed in the date block.
 - (a) Single County Local Workforce Investment Areas – The County Executive must sign the form.
 - (b) Single City Local Workforce Investment Areas – The Mayor must sign the form.
 - (c) Consortium of Counties – The individuals (s) identified in the WIA Local Elected Official Agreement as the Local Workforce Investment Area signatory (s) must sign and date the form.

TAB C

***Certifications Regarding Debarment, Drug Free
Workplace, and Lobbying***

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH
ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Drug Free Workplace Requirements Certification

Alternate I. (Grantees Other Than Individuals)

Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR 98, Subpart F, I, ***(Insert Name of Signatory)***, the undersigned, in representation of the Maryland Department of Labor, Licensing and Regulation, the grantee, attest and certify that the grantee will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. 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 (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing ten calendar days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every grant officer on whose grant

activity the convicted employee was working. The notice shall include the identification number(s) of each affected grant.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
8. Notwithstanding it is not required to provide the workplace addresses under the grant, as of today the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the grant, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific grant including street address, city, county, state, and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

I declare, under penalty of perjury under the laws of the United States, and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

(Insert Name and Title of Signatory)

I ***(insert name of signatory)***, certify that I am the ***(signatory's title)***, the grantee; that I who sign this Drug-Free Workplace Certification on behalf of the grantee, do so by the authority given by ***(indicate legal authority)***, and such signing is within the scope of my powers.

Authorized Signature

Executed on: _____

Certification Regarding Lobbying
CERTIFICATION FOR GRANTS AND COOPERATE AGREEMENTS

The undersigned certifies, to the best of his or 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 a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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* subawards at all tiers (including subcontracts, subgrants and contract under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

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

Grantee/Contractor Organization	Program/Title
---------------------------------	---------------

Name of Certifying Official	Signature	Date
-----------------------------	-----------	------

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

TAB D

Needs Based Payment Plan

LOWER SHORE WORKFORCE INVESTMENT AREA

NEEDS BASED PAYMENT PLAN

The Lower Shore Workforce Investment Area may provide participants, enrolled in an approved classroom-training program, a Needs Based Payment.

Purpose

The purpose of the needs based program is to provide assistance to those individuals in need as determined by the Individual Development Plan; enrolled and attending an approved education/training classroom program.

Description

Those individuals determined economically disadvantaged under the WIA are in need of assistance for transportation costs, day care, lunch, clothing and other expenses incurred while attending training. Some clients are required to travel more than thirty miles one way to the training institutions.

Availability of public transportation is limited in the Lower Shore Workforce Investment Area.

The development of the Individual Development Plan will determine needs based payments and a client's status.

Payment System

First Tier

A per diem payment will be established by the Lower Shore Workforce Investment Board for those individuals whose needs include lunch, clothing allowance, additional transportation or other needs as determined by the Individual Development Plan.

Second Tier

A payment level will be determined by the Lower Shore Workforce Investment Board for individuals who need child care services and not provided by another source, as well as food, clothing, additional transportation assistance or other needs as determined by the Individual Development Plan.

Third Tier

A payment level of Seven Dollars and no cents (\$7.00) per diem has been established for individuals who receive Temporary Cash Assistance (TCA) provided through Social Services.

The above payment is subject to pro-rate should attendance not reach course scheduled hours.

Mileage Reimbursement

A mileage reimbursement will be determined by the Lower Shore Workforce Investment Board for eligible participants attending classroom-training activities for round trip mileage incurred from home to training site.

Frequency of Payments

Payments are made on a bi-weekly basis and paid seven days (one calendar week) from the end of a bi-weekly period.

Type of Time and Attendance Records

Two separate records are required. One details classroom training scheduled hours/ attended hours and the other record covers the transportation/miles (round trip) from home-to-training site. Both records require signatures of participant and service provider's instructor/s or program director.

Procedures for Distributing Allowance Payments

All checks are mailed directly to the home address of the participant as indicated on the submitted forms.

Exceptions

- 1) Family Investment Program (FIP/TANF) program clients' needs for daycare are addressed by the Social Services, thus, only mileage and a small allowance for additional expenses are allowed.
- 2) Clients who are drawing unemployment insurance are excluded from a per diem consideration.

Note:

Modifications may occur due to funding availability to address plan.

TAB E

**On The Job Training (OJT)/Customized
Training(CT) Policy**

Effective August 16, 2001

On-the-Job Training and Customized Training for Employers

Background and Intent:

The Workforce Investment Act of 1998 (WIA) allows local Workforce Investment Boards (WIB's) to offer employers On-the-Job Training (OJT) and Customized Training (CT) programs, which are contracts that can reimburse employers **up to 50% of training costs** for adults aged 18 and older.

The primary difference between the OJT and CT contracts are that OJT contracts reimburse the employer for the cost of training by reimbursing up to 50% of ***participant wages***, whereas the CT contract can reimburse up to 50% of the ***actual training cost or tuition*** for the participant. The Contractor / Employer cannot utilize both contracts for the same participant.

The basic criteria to be considered for an OJT or Customized Training contract from the Lower Shore Workforce Alliance (LSWA) are:

- 1) You have a current employee earning \$8.25 per hour or less prior to the OJT/CT contract; **or**
- 2) you are hiring a new employee whose *total gross income earned* is less than or equal to \$8,590.00 for the last six (6) months or less than or equal to \$17,180.00 for the past year; **and**
- 3) the Contractor/Employer agrees to pay at least 50% percent of the training cost that will result in the employee gaining more skills and higher wages; **and**
- 4) the employer agrees to retain the employee at a “*significantly higher wage*” upon successful completion of the training. Significantly higher wage is considered to be *at least* greater than \$8.25 per hour or a 20 percent (%) increase from the pre-training wage, whichever is greater. The targeted self-sufficiency wage for the Lower Shore region is \$12.38 per hour or higher.

The Lower Shore Workforce Alliance (LSWA) has limited funds for OJT and Customized Training, so the maximum amount of time for either contract is a (6) month training period, and the maximum amount of training reimbursement is \$4000 dollars per contract. The LSWA may also limit the number of training contracts per employer per year.

FUNDING TITLE: _____

LSWA ON-THE-JOB TRAINING CONTRACT AGREEMENT SIGNATURE SHEET

LOWER SHORE PRIVATE INDUSTRY COUNCIL, INC.
WORKFORCE INVESTMENT BOARD
200 North Washington Street
P.O. Box 99
Snow Hill, MD 21863
(410) 632-3300

CONTRACTOR / EMPLOYER:

Contact : _____

Telephone: _____

Email: _____

LSWA CONTRACT# _____

This contract is pursuant to the conditions, purpose, and definitions attached hereto, entered into between the Lower Shore Workforce Alliance / Workforce Investment Board "LSWA" and the employer cited above as the "Contractor". The parties hereto agree that the On-the-Job (OJT) contract shall employ WIA eligible participants and will perform and provide all the On-the-Job (OJT) services in accordance with this proposal. In consideration for the services to be provided by the Contractor for the specified training period, the Contractor will receive a fixed price. Such amount will be paid pursuant to the terms and conditions set forth in the attached General Provisions and Assurances and Certifications.

The Contractor certifies that they are an equal opportunity employer and do not participate in job discrimination due to race, color, religion, sex or national origin in any phase of employment, as according to Title VII of the 1964 Civil Rights Act.

The LSWA retains the right to terminate or reduce funding of this agreement in whole or part if sufficient State of Maryland and /or Federal funds are not available.

- A. START DATE _____ END DATE _____
- B. EMPLOYER IRS ID# _____
- C. TOTAL CONTRACT FUNDING AMOUNT: \$ _____
- D. EMPLOYER PRODUCT OR SERVICE: _____
- E. PERSON AUTHORIZED TO SIGN EVALUATION:

(NAME) (TITLE)

F. PERSON AUTHORIZED TO SIGN INVOICES:

(NAME) (TITLE)

G. THE EMPLOYER DOES __ DOES NOT__ HAVE A CURRENT OR PREVIOUS DEPARTMENT OF LABOR CONTRACT.

H. LOCATION OF TRAINING FACILITY (if other than above Contractor's address):

LOWER SHORE PIC / WIB

(Signature) (Date)

(Name & Title)

APPROVAL FOR CONTRACTOR

(Signature) (Date)

(Name & Title)

GENERAL PROVISIONS FOR NEGOTIATED FIXED PRICE CONTRACTS

LAWS APPLICABLE

The Contractor will perform its duties in accordance with the Workforce Investment Act, Public Law 105-220 and the Regulations, procedures and standards promulgated hereunder. The Contractor will comply with all applicable Federal, State and Local laws, rules and regulations, which deal with or related to employment of persons who perform work or are trained under this contract.

PAYMENTS

A. **Reimbursement** will be made based on actual time in training and **will not cover holidays, vacation or sick leave**. Time and attendance records for the participants must be maintained to document all time worked. In no event shall total payments exceed the contracted amount.

B. No payment shall be made for hours for which wages were paid if these hours occurred during a period of work stoppage at the plant or work site(s) of an employer, when such plants or work sites constitute the training location in this contract.

C. The Contractor insures that reimbursement under this contract is only provided for extraordinary training costs associated with training persons who lack the job skills necessary to perform the job for which they were hired. Adequate records will be maintained by the Contractor, which will be made available to the LSWA or its designee. No training expenses may be accrued on contracts prior to LSWA approval. Direct subsidization of wages for a trainee employed by private for profit employers is not an allowable expense.

D. The Contractor fully understands that total funding level and total hours in this agreement are contingent upon continued receipt of State and Federal funds.

E. All employees under this contract will be placed into training within 90 days after the effective date of the contract.

TRAINEES OR EMPLOYEE WAGES

Employees or trainees shall be paid wages which shall not be less than:

A. The established and fair market training wage for the training position and a self-sufficiency wage as determined by the LSWA at the successful completion of the training. The purpose of this contract is to provide adequate training that will result in increased skills and wages to a point where the individual is making a self-sufficient wage as determined by the LSWA.

ASSURANCES AND CERTIFICATIONS

A. To maintain for all trainees and employees included in this contract, appropriate standards for health and safety.

- B. To provide adequate Worker's Compensation to all trainees and employees covered under this contract.
- C. To provide additional insurances as the LSWA may require.
- D. The employee shall work an average of no less than 32 hours per week and must be paid at least minimum wage.
- E. All trainees are to be hired or retained with the expectation of continued full-time, year-round employment after training is completed, at a wage considered to be self-sufficient as determined by the LSWA.
- F. Notification will be made to the LSWA of any trainee problems that arise which could lead to the termination of trainee(s) prior to the completion of this contract.
- G. The Contractor will submit properly prepared monthly invoices and evaluations by the tenth of the succeeding month in which expenses were incurred. Failure to comply can result in termination of the On-the-Job Training (OJT) contract.
- H. If the occupation requires apprenticeship, the Contractor will explore with the Bureau of Apprenticeship and Training, the establishment of a registered apprenticeship program.
- I. The Contractor will not subcontract this agreement.
- J. If the occupation for which employment and training is being offered is subject to a collective bargaining agreement, the Contractor must notify the LSWA and submit a letter from the appropriate bargaining representative indicating concurrence with this program and the rates of pay associated therewith. Indication will also be made of the name, title and union affiliation of the appropriate bargaining representative.
- K. The Contractor is not permitted to utilize an OJT contract (wage reimbursement) and a Customized Training contract (training reimbursement) offered by the LSWA for the same employee.

LOWER SHORE WORKFORCE ALLIANCE
 WORKFORCE INVESTMENT BOARD
 P. O. Box 99
 Snow Hill, MD 21863

Contractor _____
 Address _____

TRAINING OUTLINE

(Job Description & Training Plan)

OCCUPATION _____ DOT CODE _____

CURRENT OR STARTING TRAINING WAGE _____

WAGE AFTER SUCCESSFUL COMPLETION OF THE TRAINING _____

On-the-Job (OJT) Definitions, Conditions, Purpose and Scope

WIA Section 101 (31) ON-THE-JOB TRAINING.—The term “on-the-job training” means training by an employer that is provided to a paid participant while engaged in productive work in a job that—

(A) provides knowledge or skills essential to the full and adequate performance of the job;

(B) provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and

(C) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

On-the-Job Training (OJT) means training by an employer in the private or public sector given to a participant who, after a WIA Job Training Counselor has determined WIA eligibility, completed an application, made an assessment, developed an Individual Employment Plan (IEP), and has been referred to and hired or retained by the employer to provide occupational training in exchange for reimbursement of one-half of participant’s hourly wage.

On-the-Job Training (OJT) is designed primarily for the individual who does not have the related education, training or work experience required for the job. It may be provided in many occupational fields and lowers the employer’s risks in hiring and training new personnel. For the individual, On-the-Job (OJT) training allows the person to gain the knowledge and skills necessary to obtain or retain a job at a self-sufficiency wage.

On-the-Job Training (OJT) is training provided on the job while the participant (trainee) is engaged in productive work which offers knowledge and skills essential to the full and adequate performance of the job. The Employer agrees to:

- A) Hire or retain a participant who would not normally qualify for a particular job due to his/her lack of specific occupational skills required for a position;
- B) Train the participant for the job through a very structured approach, and,
- C) Retain the participant at a higher wage at the end of the training. (In the same occupation area as training occurred)

Duration of On-The-Job Training

On-the-Job Training (OJT) authorized for a participant shall be limited to a period not in excess of that required for the participant to acquire the skills needed for the OJT position.

For On-the-Job Training (OJT) positions, the period of reimbursement to the employer shall follow the Department of Labor (DOL) occupational coding system guidelines for a particular job title (DOL currently uses the Dictionary of Occupational Titles or DOT).

The period of reimbursement to the employer under an OJT agreement will be expressed as the number of hours, days, or weeks, the participant is expected to work in the contract period. Period of reimbursement may not exceed a six-month period.

In no case should an individual who is fully skilled in an occupation be placed in an OJT contract in that occupation.

Training Payments To OJT Employers

On-the-Job (OJT) training payments to employers are deemed to be in **compensation for the extra-ordinary costs** associated with training participants and in compensation for the costs associated with the lower productivity of such participants; however, employers are not required to document such extraordinary costs or lower productivity.

OJT payments to employers shall not, during the period of such training, average more than 50 percent of the wages paid by the employer to OJT participants.

OJT contracts must be negotiated to include any possible pay increases by the employer, between the first day of training and the anticipated ending date of the training.

OJT payments will not be based on overtime, shift differential, premium pay and other non-regular wages paid by the employer to participants.

OJT payments will not be based upon periods of time such as illness, holidays, plant downtime or other events in which no training occurs.

On-the-Job (OJT) Agreements

Each OJT agreement must at a minimum specify:

- A. Occupation(s) for which training is to be provided;
- B. Duration of training;

- C. Number of participants to be trained in each occupation;
- D. Wage rates to be paid;
- E. Rate of reimbursement and the maximum amount of reimbursement;
- F. Job description or training outline that reflects what the participant will learn;
- G. Description of separate classroom training (if any); and
- H. An assurance that the employer will maintain and make available time and attendance, payroll and other records to support the amounts reimbursed under the OJT contract.

Labor Status

The employer must compensate On-the-Job Training (OJT) participants at comparable rates as similarly situated employees.

Suitability of Participants

Only participants who have been assessed and for whom OJT has been determined as an appropriate activity will be referred to an employer for participation in the On-the-Job Training program.

An individual referred to the Workforce Investment Act program by an employer will be enrolled in an OJT program with such employer only upon certification of WIA eligibility and completion of the WIA application process.

OJT with such employer has been determined to be an appropriate WIA activity for new hires and existing employees earning less than the LSWA determined eligibility wage.

OJT Contract Monitoring

- A. OJT agreements shall be monitored at least once on-site by the LSWA to assure that the validity and propriety of amounts claimed for reimbursement are substantiated by payroll, time and attendance records and that the training is being provided as specified in the agreement.
- B. The LSWA will monitor each month for the duration of the OJT contract that the OJT Monthly Invoice and OJT Attendance and Evaluation Record forms are submitted in an accurate and timely manner.

Employer Eligibility / Re-Eligibility For OJT

On-the-Job Training (OJT) agreements shall not be entered into with employers which, under previous OJT agreements have exhibited a pattern of failing to provide On-the-Job OJT participants with continued long term employment as regular employees with self-sufficient wages (as determined by the LSWA), benefits and working conditions at the same level and to the same extent as similarly situated employees.

In determining whether or not the employer should lose their eligibility for another OJT agreement, two areas need to be examined:

- the extent of the failure of the employer to retain a significant portion of the OJT participants;
- and the reason for the separation of the OJT employees.

The purpose of this section of the regulations is to ensure that employers don't utilize OJT to subsidize their work force and not retain a significant number of the participants trained under its OJT agreements. To that end, the LSWA shall confirm the employment or non-employment during a follow-up interview, with the OJT employer for each participant trained under the employer's previous OJT agreement.

To determine whether an employer has complied with the intent of the Act, the employer must have retained at least 75% (rounded to the nearest participant) of those participants it trained and employed at the end of the OJT period. Where the number of employees trained under all OJT agreements for the last two years with a single employer is less than four participants, the WIA shall utilize only the reason for separation to determine the employer's eligibility for another OJT agreement.

The employer should not be penalized for employee separations over which they had no control or which were as a result of unforeseen business circumstances. Consequently, if an OJT employee leaves voluntarily before the follow-up period, the employer shall not be deemed responsible for such leaving and it shall not be counted against the 75% retention level. Likewise, if an employer has a general layoff of OJT trained employees as well as regular employees as a result of unforeseen business circumstances, then any OJT trained employee laid off in the general layoff shall not count against the 75% retention level.

Employees who have not retained 75% of the OJT participants, adjusted for voluntary quits and general layoffs, trained during the last two years, shall be ineligible for another OJT agreement.

In order to re-establish eligibility to receive an OJT agreement, an employer must petition the LSWA and provide adequate and reasonable information as to why the LSWA Board should consider the employer for another OJT agreement. One such possible remedy would be for the employer to hire a number of participants sufficient to offset the 75%

deficiency in unsubsidized positions and retain these hires for the follow-up period after they start employment.

Federal Register * Department of Labor * Employment and Training Administration
 20 CFR Part 652 * Workforce Investment Act; Final Rules (Excerpt -- Subpart G)

<p>Subpart G—On-the-Job Training (OJT) and Customized Training</p> <p>§ 663.700 What are the requirements for on-the-job training (OJT)? (a) On-the-job training (OJT) is defined at WIA section 101(31). OJT is provided under a contract with an employer in the public, private non-profit, or private sector. Through the OJT contract, occupational training is provided for the WIA participant in exchange for the reimbursement of up to 50 percent of the wage rate to compensate for the employer's extraordinary costs. (WIA sec. 101(31)(B).) (b) The local program must not contract with an employer who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work. (WIA sec. 195(4).) (c) An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan. (WIA sec. 101(31)(C).)</p>	<p>§ 663.705 What are the requirements for OJT contracts for employed workers? OJT contracts may be written for eligible employed workers when: (a) The employee is not earning a self-sufficient wage as determined by Local Board policy; (b) The requirements in § 663.700 are met; and (c) The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the Local Board. No, funds provided to employers for OJT or customized training must not be used to directly or indirectly assist, promote or deter union organizing.</p> <p>§ 663.710 What conditions govern OJT payments to employers? (a) On-the-job training payments to employers are deemed to be compensation for the extraordinary costs associated with training participants and the costs associated with the lower productivity of the participants. (b) Employers may be reimbursed up to 50 percent of the wage rate of an OJT participant for the extraordinary costs of providing the training and additional supervision related to the OJT. (WIA sec. 101(31)(B).) (c) Employers are not required to document such extraordinary costs.</p>	<p>§ 663.715 What is customized training? Customized training is training: (a) That is designed to meet the special requirements of an employer (including a group of employers); 134(d)(2)(H).) (b) That is conducted with a commitment by the employer to employ, or in the case of incumbent workers, continue to employ, an individual on successful completion of the training; and (c) For which the employer pays for not less than 50 percent of the cost of the training. (WIA sec. 101(8).)</p> <p>§ 663.720 What are the requirements for customized training for employed workers? Customized training of an eligible employed individual may be provided for an employer or a group of employers when: (a) The employee is not earning a self-sufficient wage as determined by Local Board policy; (b) The requirements in § 663.715 are met; and (c) The customized training relates to the purposes described in § 663.705(c) or other appropriate purposes identified by the Local Board.</p> <p>§ 663.730 May funds provided to employers for OJT of customized training be used to assist, promote, or deter union organizing? No, funds provided to employers for OJT or customized training must not be used to directly or indirectly assist, promote or deter union organizing.</p>
---	---	---

Lower Shore PIC/Workforce Investment Board
 Contract Period _____
 P.O. Box 99
 Invoice Period _____
 Snow Hill, Maryland 21863
 Contract Number _____
 Invoice Number _____

Contractor/Employer Name & Address

OJT Monthly Invoice

OJT Participant Name & Social Security Number	Occupational Title & DOT Code	# Of Employee Hours Worked	50% Of Hourly Wage	Training Reimbursement Requested	
EXAMPLE: Bob Smith 111-22-3333	Computer Operator 213362010	160 Hours	\$5.00 Hour	\$800.00	
1)					
2)					
3)					
4)					
5)					
Totals					

Employer Signature _____
 Printed Name _____
 Date _____

All Applicable Federal Taxes Claimed on this Invoice Have Been Paid by Employer in Accordance with **This Completed Form Must be Returned to the Lower Shore PIC Authorized Within Ten (10) Days After the End of the Month.** Terms of the Contract Payments Contract Amounts

LSWA OJT ATTENDANCE AND EVALUATION RECORD

Participant _____
 Occupation _____ Total Hours Approved: _____
 Contract # _____
 Report Period from _____ to _____

A. Attendance

Indicate in each block below either the actual hours
 EFFECTIVENESS: Consider the individuals
 worked or one of the following symbols:
 dependability, initiative

quality of work, quantity of work,
 / = Scheduled Off S = Sick Leave
 and ability to work with others.

V = Vacation A = Excused Absence
 H = Holiday U = Un-excused Absence

____ Satisfactory _____ Unsatisfactory

B. Evaluation

OVERALL

attendance, punctuality,
 knowledge of work,
 appearance, cooperation

_____ Outstanding

3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28

NOTE: Contractor will only be reimbursed for hours _____ Good
 _____ Below Average
 the participant actually worked

C. EMPLOYER VERIFICATION

VERIFICATION
 REMARKS: _____

I certify that the employee named on this form
 worked on the days indicated and
 worked on the days indicated. I further certify
 reviewed and discussed the above
 that the employee was trained on accordance
 my employer.
 with the training outline.

 Employer Signature & Date
 Signature & Date

D. PARTICIPANT

REMARKS:

I certify that I
 that I have also
 evaluation with

Participant

**THIS FORM MUST BE ATTACHED TO THE INVOICE AND RETURNED TO THE LOWER SHORE
 PIC/WIB
 P.O. BOX 99, SNOW HILL, MD 21863, WITHIN TEN (10) DAYS AFTER THE END OF THE MONTH**

Customized Training Policy

Effective August 16, 2001

On-the-Job and Customized Training for Employers

Background and Intent:

The Workforce Investment Act of 1998 (WIA) allows local Workforce Investment Boards (WIB's) to offer employers On-the-Job (OJT) and Customized Training (CT) programs, which are contracts that can reimburse employers **up to 50% of training costs** for adults aged 18 and older.

The primary difference between the OJT and CT contracts are that OJT contracts reimburse the employer for the cost of training by reimbursing up to 50% of *participant wages*, whereas the CT contract can reimburse up to 50% of the *actual training cost or tuition* for the participant. The Contractor / Employer cannot utilize both contracts for the same participant.

The basic criteria to be considered for an OJT or Customized Training contract from the Lower Shore Workforce Alliance / Workforce Investment Board (LSWA) are:

- 5) The employee is earning \$8.25 per hour or less prior to the OJT/CT contract; or
- 6) is a new hire whose total gross income earned is less than or equal to \$8,590.00 for the last six (6) months or less than or equal to \$17,180.00 for the past year; and
- 7) the Contractor/Employer agrees to pay at least 50% percent of the training cost; and
- 8) the employer agrees to retain the employee at a “*significantly higher wage*” upon successful completion of the training. Significantly higher wage is considered to be *at least* greater than \$8.25 per hour or a 20 percent (%) increase from the pre-training wage, whichever is greater. The targeted self-sufficiency wage for the Lower Shore region is \$12.38 per hour or higher.

The Lower Shore Workforce Alliance / Workforce Investment Board (LSWA) has limited funds for OJT and Customized Training, so the maximum amount of time for either contract is a (6) month training period, and the maximum amount of training reimbursement is \$4000 dollars per contract. The LSWA may also limit the number of training contracts per employer per year.

FUNDING TITLE: _____

LSWA CUSTOMIZED TRAINING CONTRACT AGREEMENT SIGNATURE SHEET

LOWER SHORE PRIVATE INDUSTRY COUNCIL, INC.
WORKFORCE INVESTMENT BOARD
200 North Washington Street
P.O. Box 99
Snow Hill, MD 21863
(410) 632-3300

CONTRACTOR / EMPLOYER:

Contact : _____

Telephone: _____

Email: _____

LSWA CONTRACT# _____

This contract is pursuant to the conditions, purpose, and definitions attached hereto, entered into between the Lower Shore Workforce Alliance / Workforce Investment Board "LSWA" and the employer cited above as the "Contractor". The parties hereto agree that the Customized Training contract shall employ WIA eligible participants and will perform and provide all the Customized Training services in accordance with this proposal. In consideration for the services to be provided by the Contractor for the specified training period, the Contractor will receive a fixed price. Such amount will be paid pursuant to the terms and conditions set forth in the attached General Provisions and Assurances and Certifications.

The Contractor certifies that they are an equal opportunity employer and do not participate in job discrimination due to race, color, religion, sex or national origin in any phase of employment, as according to Title VII of the 1964 Civil Rights Act.

The LSWA retains the right to terminate or reduce funding of this agreement in whole or part if sufficient State of Maryland and /or Federal funds are not available.

A. START DATE _____ END DATE _____

B. EMPLOYER IRS ID# _____

C. TOTAL CONTRACT FUNDING AMOUNT: \$ _____

D. EMPLOYER PRODUCT OR SERVICE: _____

E. PERSON AUTHORIZED TO SIGN EVALUATION:

(NAME) (TITLE)

F. PERSON AUTHORIZED TO SIGN INVOICES:

(NAME) (TITLE)

G. THE EMPLOYER DOES __ DOES NOT__ HAVE A CURRENT OR PREVIOUS DEPARTMENT OF LABOR CONTRACT.

H. LOCATION OF TRAINING FACILITY (if other than above Contractor's address):

LOWER SHORE PIC / WIB

APPROVAL FOR CONTRACTOR

(Signature) (Date)

(Signature) (Date)

(Name & Title)

(Name & Title)

GENERAL PROVISIONS FOR NEGOTIATED FIXED PRICE CONTRACTS

LAWS APPLICABLE

The Contractor will perform its duties in accordance with the Workforce Investment Act, Public Law 105-220 and the Department of Labor regulations, procedures and standards promulgated thereunder. The Contractor will comply with all applicable Federal, State and Local laws, rules and regulations, which deal with or related to employment of persons who perform work or are trained under this contract.

PAYMENTS

A. The employer must provide adequate documentation that the employee successfully completed the training. This may include a record of attendance, test scores, grades, certificate of completion, etc. In no event shall total payment exceed the contracted amount.

B. The Contractor insures that reimbursement under this contract is only provided for extraordinary training costs associated with training persons who lack the job skills necessary to perform the job for which they were hired. Adequate records will be maintained by the Contractor, which will be made available to the LSWA or its designee. No training expenses may be accrued on contracts prior to LSWA approval. Direct subsidization of wages for a trainee employed by private for profit employers is not an allowable expense.

C. The Contractor fully understands that total funding level and total hours in this agreement are contingent upon continued receipt of State and Federal funds.

D. All employees under this contract will be placed into training within 90 days after the effective date of the contract.

TRAINEES OR EMPLOYEE WAGES

Employees or trainees shall be paid wages which shall not be less than:

A. The established and fair market training wage for the training position and a self-sufficiency wage as determined by the LSWA at the successful completion of the training. The purpose of this contract is to provide adequate training that will result in increased skills and wages to a point where the individual is making a self-sufficient wage as determined by the LSWA.

ASSURANCES AND CERTIFICATIONS

A. To maintain for all trainees and employees included in this contract, appropriate standards for health and safety.

B. To provide adequate Worker's Compensation to all trainees and employees covered under this contract.

C. To provide additional insurances as the LSWA may require.

- D. All trainees are to be hired or retained with the expectation of continued full-time, year-round employment after training is completed, at a wage considered to be self-sufficient as determined by the LSWA.
- E. Notification will be made to the LSWA of any trainee problems that arise which could lead to the termination of trainee(s) prior to the completion of this contract.
- F. The Contractor will submit properly prepared invoices and evaluations by the tenth of the succeeding month in which expenses were incurred. Failure to comply can result in termination of the Customized Training contract.
- G. If the occupation requires apprenticeship, the Contractor will explore with the Bureau of Apprenticeship and Training, the establishment of a registered apprenticeship program.
- H. The Contractor will not subcontract this agreement.
- I. If the occupation for which employment and training is being offered is subject to a collective bargaining agreement, the Contractor must notify the LSWA and submit a letter from the appropriate bargaining representative indicating concurrence with this program and the rates of pay associated therewith. Indication will also be made of the name, title and union affiliation of the appropriate bargaining representative.
- J. The Contractor is not permitted to utilize an OJT contract (wage reimbursement) and a Customized Training contract (training reimbursement) offered by the LSWA for the same employee.

LOWER SHORE WORKFORCE ALLIANCE
 WORKFORCE INVESTMENT BOARD
 P. O. Box 99
 Snow Hill, MD 21863

Contractor _____
 Address _____

TRAINING OUTLINE

(Job Description & Training Plan)

OCCUPATION _____ DOT CODE _____

CURRENT OR STARTING TRAINING WAGE _____

WAGE AFTER SUCCESSFUL COMPLETION OF THE TRAINING _____

Customized Training Definitions, Conditions, Purpose and Scope

WIA Section 101(8) CUSTOMIZED TRAINING.—The term “customized training” means training—

(A) that is designed to meet the special requirements of an employer (including a group of employers);

(B) that is conducted with a commitment by the employer to employ an individual on successful completion of the training; and

(C) for which the employer pays for not less than 50 percent of the cost of the training.

Customized Training means training by an employer in the private or public sector given to a participant who, after a WIA Job Training Counselor has determined WIA eligibility, completed an application, made an assessment, developed an Individual Employment Plan (IEP), and has been referred to and hired or retained by the employer to provide occupational training in exchange for reimbursement of one-half of participant’s custom training costs.

Customized Training is designed primarily for the individual who does not have the related education, training or work experience required for the job. It may be provided in many occupational fields and lowers the employer’s risks in hiring and training new personnel. For the individual, Customized Training allows the person to gain the knowledge and skills necessary to obtain or retain a job at a self-sufficiency wage.

Customized Training can be provided on the worksite and/or a separate training facility in conjunction with a targeted job position.

The Employer agrees to:

- A) Hire or retain a participant who would not normally qualify for a particular job due to his/her lack of specific occupational skills required for a position;
- B) Train the participant for the job through a very structured approach, and,
- C) Retain the participant at a higher wage at the end of the training. (In the same occupation area as training occurred)

Duration of Customized Training

Customized Training authorized for a participant shall be limited to a period not in excess of that required for the participant to acquire the skills needed for the Customized Training position.

For Customized Training positions, the period of training allowed shall follow the Department of Labor (DOL) occupational coding system guidelines for a particular job title (DOL currently uses the Dictionary of Occupational Titles or DOT).

The period of reimbursement to the employer under a Customized Training agreement will be expressed as the number of hours, days, or weeks, the participant is expected to be in training during the contract period. Period of training reimbursement may not exceed a six-month period.

In no case should an individual who is fully skilled in an occupation be placed in a Customized Training contract in that occupation.

Training Payments To Employers

Customized Training payments to employers are deemed to be in **compensation for the extra-ordinary costs** associated with training participants and in compensation for the costs associated with the lower productivity of such participants; however, employers are not required to document such extraordinary costs or lower productivity.

Customized Training payments to employers shall not, during the period of such training, average more than 50 percent of the cost of the training paid by the employer to Customized Training participants.

Customized Training contracts must be negotiated to include any possible pay increases by the employer, between the first day of training and the anticipated ending date.

Customized Training Agreements

Each Customized Training agreement must at a minimum specify:

- A. Occupation(s) for which training is to be provided;
- B. Duration of training;
- C. Number of participants to be trained in each occupation;
- D. Wage rates to be paid;
- E. Rate of reimbursement and the maximum amount of reimbursement;
- F. Job description or training outline that reflects what the participant will learn;
- G. Description of separate classroom training (if any); and

- H. An assurance that the employer will maintain and make available time and attendance, payroll and other records to support the amounts reimbursed under the Customized Training contract.

Labor Status

The employer must compensate On-the-Job (OJT) participants at comparable rates as similarly situated employees.

Suitability of Participants

Only participants who have been assessed and for whom Customized Training has been determined as an appropriate activity will be referred to an employer for participation in Customized Training.

An individual referred to the Workforce Investment Act program by an employer will be enrolled in a Customized Training program with such employer only upon certification of WIA eligibility and completion of the WIA application process.

Customized Training with such employer has been determined to be an appropriate WIA activity for new hires and existing employees earning less than the LSWA determined self-sufficiency wage

Customized Training Contract Monitoring

- A. Customized Training agreements shall be monitored at least once on-site by the LSWA to assure that the validity and propriety of amounts claimed for reimbursement are substantiated by payroll, time and attendance records and that the training is being provided as specified in the agreement.
- B. The LSWA will monitor each month for the duration of the Customized Training contract that the CT Monthly Invoice and CT Attendance and Evaluation Record forms are submitted in an accurate and timely manner.

Employer Eligibility / Re-Eligibility For Customized Training

Customized Training agreements shall not be entered into with employers which, under previous Customized Training agreements have exhibited a pattern of failing to provide Customized Training participants with continued long term employment as regular employees with self-sufficient wages (as determined by the LSWA), benefits and working conditions at the same level and to the same extent as similarly situated employees.

In determining whether or not the employer should lose their eligibility for another Customized Training agreement, two areas need to be examined:

- the extent of the failure of the employer to retain a significant portion of the Customized Training participants;
- and the reason for the separation of the Customized Training employees.

The purpose of this section of the regulations is to ensure that employers don't utilize Customized Training to subsidize their work force and not retain a significant number of the participants trained under its Customized Training agreements. To that end, the LSWA shall confirm the employment or non-employment during a follow-up interview, with the Customized Training employer for each participant trained under the employer's previous Customized Training agreement.

To determine whether an employer has complied with the intent of the Act, the employer must have retained at least 75% (rounded to the nearest participant) of those participants it trained and employed at the end of the Customized Training period. Where the number of employees trained under all Customized Training agreements for the last two years with a single employer is less than four participants, the WIA shall utilize only the reason for separation to determine the employer's eligibility for another Customized Training agreement.

The employer should not be penalized for employee separations over which they had no control or which were as a result of unforeseen business circumstances. Consequently, if a Customized Training employee leaves voluntarily before the follow-up period, the employer shall not be deemed responsible for such leaving and it shall not be counted against the 75% retention level. Likewise, if an employer has a general layoff of Customized Training trained employees as well as regular employees as a result of unforeseen business circumstances, then any Customized Training trained employee laid off in the general layoff shall not count against the 75% retention level.

Employees who have not retained 75% of the Customized Training participants, adjusted for voluntary quits and general layoffs, trained during the last two years, shall be ineligible for another Customized Training agreement.

In order to re-establish eligibility to receive an Customized Training agreement, an employer must petition the LSWA and provide adequate and reasonable information as to why the LSWA Board should consider the employer for another Customized Training agreement. One such possible remedy would be for the employer to hire a number of WIA participants sufficient to offset the 75% deficiency in unsubsidized positions and retain these hires for the follow-up period after they start employment.

Federal Register * Department of Labor * Employment and Training Administration
 20 CFR Part 652 * Workforce Investment Act; Final Rules (Excerpt -- Subpart G)

<p>Subpart G—On-the-Job Training (OJT) and Customized Training</p> <p>§ 663.700 What are the requirements for on-the-job training (OJT)? (a) On-the-job training (OJT) is defined at WIA section 101(31). OJT is provided under a contract with an employer in the public, private non-profit, or private sector. Through the OJT contract, occupational training is provided for the WIA participant in exchange for the reimbursement of up to 50 percent of the wage rate to compensate for the employer's extraordinary costs. (WIA sec. 101(31)(B).) (b) The local program must not contract with an employer who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work. (WIA sec. 195(4).) (c) An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan. (WIA sec. 101(31)(C).)</p>	<p>§ 663.705 What are the requirements for OJT contracts for employed workers? OJT contracts may be written for eligible employed workers when: (a) The employee is not earning a self-sufficient wage as determined by Local Board policy; (b) The requirements in § 663.700 are met; and (c) The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the Local Board. No, funds provided to employers for OJT or customized training must not be used to directly or indirectly assist, promote or deter union organizing.</p> <p>§ 663.710 What conditions govern OJT payments to employers? (a) On-the-job training payments to employers are deemed to be compensation for the extraordinary costs associated with training participants and the costs associated with the lower productivity of the participants. (b) Employers may be reimbursed up to 50 percent of the wage rate of an OJT participant for the extraordinary costs of providing the training and additional supervision related to the OJT. (WIA sec. 101(31)(B).) (c) Employers are not required to document such extraordinary costs.</p>	<p>§ 663.715 What is customized training? Customized training is training: (a) That is designed to meet the special requirements of an employer (including a group of employers); 134(d)(2)(H).) (b) That is conducted with a commitment by the employer to employ, or in the case of incumbent workers, continue to employ, an individual on successful completion of the training; and (c) For which the employer pays for not less than 50 percent of the cost of the training. (WIA sec. 101(8).)</p> <p>§ 663.720 What are the requirements for customized training for employed workers? Customized training of an eligible employed individual may be provided for an employer or a group of employers when: (a) The employee is not earning a self-sufficient wage as determined by Local Board policy; (b) The requirements in § 663.715 are met; and (c) The customized training relates to the purposes described in § 663.705(c) or other appropriate purposes identified by the Local Board.</p> <p>§ 663.730 May funds provided to employers for OJT of customized training be used to assist, promote, or deter union organizing? No, funds provided to employers for OJT or customized training must not be used to directly or indirectly assist, promote or deter union organizing.</p>
---	---	---

Lower Shore Workforce Investment Board
 Contract Period _____
 P.O. Box 99
 Invoice Period _____
 Snow Hill, Maryland 21863
 Contract Number _____
 Invoice Number _____

Contractor/Employer Name & Address

Customized Training Invoice

Participant / Employee Name	Training Provider Name	Training Occupation DOT Code	TOTAL COST OF TRAINING	Employee Contribu
Totals				

Employer Signature _____
 Printed Name _____
 Date _____

All Applicable Federal Taxes **This Completed Form Must be Returned to the Lower Shore PIC** Amounts
 Claimed on this Invoice Constitute Authorized Payments
 Have Been Paid by Employer **Within Ten (10) Days After the End of the Month.**
 in Accordance with the Terms of the Contract

TAB F

LSWA

Monitoring

Policies

and

Procedures

LSWA/LSWIA Monitoring Policies and Procedures

The subrecipient and service provider agreements and OJT contracts, if any, the Lower Shore Workforce Alliance will be monitored at least annually.

A copy of the WIA Monitoring Policy is attached hereto as part of this plan.

1. Subrecipient Monitoring

The purpose of the Lower Shore Workforce Alliance program monitoring procedure is to ensure compliance with 1) The Workforce Investment Act and regulations; 2) the provisions of this agreement with the Department of Labor, Licensing and Regulation; 3) the provisions of any sub-recipient agreements it signs with the program

operators; and 4) any local rules and regulations relevant to WIA operations. Monitoring of the Lower Shore Subrecipients will measure the performance and activities to determine contract/grant compliance as well as strengths and deficiencies of the program.

2. The WIA will develop the Individual Development Plan (ISS) in accordance with Section 204 1 (a) and Federal Register 628.515 and monitor via the computerized management information system.

3. Desk top monitoring occurs monthly, both fiscal and programmatic, to ensure compliance with plan. Programmatic on-site monitoring occurs at a minimum of two times per year at the beginning of the program and the end, and dependent upon performance. Desktop fiscal monitoring monthly is

necessary to ascertain budget compliance with on-site monitoring once a year at a minimum.

Any deficiencies determined as a result of monitoring activities will be addressed in writing to the subrecipient requesting corrective action. Communications and correspondence in this regard are kept on file.

- 1) Desk Monitoring
 - a. Program

The Management Information System print out of programs which details participants activity and status, allows for desktop monitoring of program contract compliance.

The printout is used to verify participant

enrollment, program activity and termination status. This report is provided to the service providers to ensure that participation is correct and other data is identical. If differences exist, corrective action is taken.

b. Fiscal

The accounting and fiscal system requirement for cash requisitions provides for monitoring of fiscal activities according to contract.

Management Information System print-outs are used as a check for reporting participant enrollees/terminations; and are matched against service provider reporting when requesting contract reimbursement. If

deviations are apparent or questionable,
an on-site visit is scheduled with the
service provider.

On-Site Monitoring

a. Program

The subrecipients (the WIA Program Coordinator or designated contact) will be notified by written communication, ten days in advance of program monitoring date. The subrecipient will confirm scheduled appointment or if inconvenient, a mutually agreed upon monitoring date will be established. The PIC monitor will apprise the service provider at the conclusion of the visitation the results of the monitoring.

The same information will be contained in the report to the Workforce Investment Area Director.

The Workforce Investment Area Director will address these findings with the service provider and resolves any non-compliance to the contract/ grant accordingly.

Areas of monitoring will include numbers of clients, dates of enrollment, recruitment techniques used, number of participants withdrawn/terminated and reason, job placements, attendance records, classroom training activities and other areas as contract specifies. This information is also compared to Management Information

System and other records on file in the administrative entity office. Files of participants are reviewed to determine if file contains appropriate documentation.

Periodic non-scheduled visits also will occur and are not arranged in advance. These monitoring visits may include activity evaluation and contact with personnel connected with the program.

In addition, monitoring of equipment and assets, purchased with Workforce Investment Act funds or are the property of the Lower Shore Private Industry Council, Inc., and located with and

assigned to subrecipient; will be conducted.

This activity is to ascertain that the equipment/ assets are being utilized for the operation of the WIA programs and for the benefit of the eligible WIA participants.

b. Fiscal

On-site monitoring of fiscal activities occur, at least annually, to review and verify information/ records, included or stated on cash reimbursement requisitions; against line item budget in contract; reporting procedures, and verifying proper cost category and other such activities related to contract. The program monitor's report and the

fiscal monitoring report are shared to ascertain compliance.

A copy of our Program Monitoring Policy is attached hereto as part of this plan.

Lower Shore Workforce Investment Area
Lower Shore Workforce Alliance

Program Monitoring Guide

***Lower Shore Workforce Alliance
Program Monitoring Notification Letter***

Date: _____

To: _____

From: _____

Service Provider/Vendor: _____

Program Description: _____

PURPOSE OF MONITORING & EVALUATION:

The purpose of this program monitoring is to determine if your WIA activities are in compliance with the current contract as required by Department of Labor regulations (Reference 20 CFR Part 667.410, 29 CFR Part 95 Subpart C, Section 95.51, and LSWIA local plans).

LSWA monitoring will be to ensure:

Eligibility of participants

ISS & Case Management Documentation

Contract Compliance

Discrimination & Safety Issues

Proper use of WIA equipment

MIS Data

Program Performance

Participant's View of program services

Effectiveness of program services

MONITORING DATE: _____

PLACE: _____

TIME: _____

(Please call or email if you need to re-schedule. Your cooperation is greatly appreciated.)

Lower Shore Workforce Alliance

101 West Green Street, P.O. Box 99
Snow Hill, Maryland 21863
(410) 632-3300 Office
(410) 632-1466 FAX
www.lswa.org
bjcorbin@lswa.org

cc: B.J. Corbin
LSWIA Counselor(s)
Monitoring File

LSWA "On-Site" Monitoring Questionnaire and Checklist

Date: _____

Service Provider/Vendor: _____

Program Description: _____

CONTRACT COMPLIANCE / LIMITATIONS	YES	NO	*C/A	N/A
Compliance with contract and WIA regulations?				
Meeting all DOL, State and LSWIA performance goals?				
Non-discrimination?				
Appropriate grievance procedure?				
Protection from political and religious activities?				
Healthy and safe environment?				
Proper use of WIA equipment?				
Participant eligibility verified?				
GENERAL PROGRAM COMPLIANCE				
Good attendance?				
Do program services appear effective?				
Do participants have a positive view of the program?				
Does the program appear to have adequate staff?				
Is the activity appropriate for WIA funding?				
Is program leading the participant towards employment goals?				
Are the program outcomes successful?				
Adequate ISS/assessment & case management system				
Good quality of instruction?				
Enrollment data agrees with MIS data?				
Adequate supportive services offered?				
Adequate percentage of program completers?				
Proper Youth Enhancement documentation?				
WORK EXPERIENCE				

Is the participant(s) learning valuable job skills?				
Complies with worker compensation laws?				
Participants receive comparable working conditions?				
No contributions to retirement plans?				
No displacement of regular employees?				
Consistent with any collective bargaining agreements?				
No replacement of laid off-workers?				
No infringement of promotions for regular employees?				
OCCUPATIONAL SKILLS TRAINING				
Are the skills in local labor market demand?				

* C/A - Needs Corrective Action

Program Monitoring & Evaluation Summary

Date: _____

To: _____

From: _____

Date of Monitoring: _____

Total Funding: _____

Service Provider/Vendor: _____

Program Description: _____

PERFORMANCE REVIEW	PY____ Standard	PY____ Planned	PY____ Actual	Prior PY Year
<i># of participants</i>				
<i># of terminations</i>				
<i>employment rate</i>				
<i>enhancement rate</i>				
<i>avg. weekly wage</i>				
<i>wage per hour</i>				
<i>related-to-training</i>				
<i>medical benefits</i>				
<i>total expenditures</i>				
<i>cost per placement</i>				

SUMMARY	Excellent	Good	Fair	Poor
Contract Compliance/Limitations				
Meeting LSWIA Performance Goals				
Case Management/ISS/Documentation				
Participant Eligibility Records				
Participant's View Of Program				

Program Monitor's View Of Program				
-----------------------------------	--	--	--	--

Recommended Corrective Action: *(if necessary)*

WIA Service Provider/Vendor Selection Review

Date: _____

To: _____

From: _____

Service Provider/Vendor: _____

Program Description: _____

The following Service Provider Selection Review was developed using LSWA fiscal and programmatic monitoring reports.

Failure to meet any of the following DOL Service Provider Selection Criteria could result in grant modification and/or restriction:

FISCAL

- _____ Adequate financial resources or ability to obtain them
- _____ A satisfactory record of integrity, business ethics, and fiscal accountability
- _____ The necessary organization, experience, accounting and operational controls

PROGRAMMATIC

- _____ The ability to meet the program design specifications at a reasonable cost, as well as the ability to meet performance goals
- _____ A satisfactory record of past performance (*in job training, basic skills training, or related activities*), including demonstrated quality of training; reasonable dropout rates from past programs; the ability to provide or arrange for appropriate supportive services as specified in the ISS, including child care; retention in employment; and earning rates of participants
- _____ For Title II programs, the ability to provide services that can lead to achievement of competency standards for participants with identified deficiencies
- _____ The technical skills to perform the work

OVERALL RATING

[] **Satisfactory**

Unsatisfactory (*grant modifications/restrictions attached*)

LSWA Director

Date

Grant Modifications/Restrictions

Date: _____

Service Provider/Vendor: _____

Program Description: _____

1. The nature of the modifications/restrictions

2. The reason(s) for imposing them

3. The corrective action(s) which must be taken before they will be removed and the time allowed for completing corrective action(s)

4. The method of requesting reconsideration of the restrictions imposed

Program Monitoring & Evaluation Model

Micro (Individual) Level			
Subjective Level	<p><i>Participant Interview</i></p> <p><i>(How the participant feels about the program)</i></p>	<p><i>Participant Eligibility and Certification Documentation</i></p> <p><i>Individual Objective Assessment & Testing</i></p> <p><i>Progress Reports/Attendance</i></p>	Objective Level
Macro (Institutional) Level			
Subjective Level	<p><i>Monitor's View of Program</i></p> <p><i>Program Administrator's View of Program</i></p>	<p><i>MIS Data/Performance</i></p> <p><i>Contract Compliance and Program Limitations</i></p> <p><i>WIA Regulations</i></p>	Objective Level

TAB G

LSWA Complaint Procedures

LOWER SHORE WORKFORCE ALLIANCE

COMPLAINT PROCEDURES

I. Overview

These complaint procedures were developed in accordance with Section 181(c) of the Workforce Investment Act (WIA). They provide methods for attempting the resolution of complaints arising as a result of the Lower Shore Workforce Investment Area's operation of WIA funded programs, which allege violations of the WIA or its implementing regulations. The Lower Shore Workforce Investment Board will be notified of any complaints received by the Lower Shore Workforce Alliance

A. Availability of Lower Shore Workforce Alliance Complaint Procedures

Participants in programs funded by the Lower Shore Workforce Alliance with WIA funds, subcontractors, or subrecipients of the Lower Shore Workforce Alliance which receive WIA funds, or other interested persons may file complaints using these procedures.

Notice about the availability of these procedures will be given to:

1. participants, upon enrollment into or first contact with their program;
2. subrecipients and subcontractors, prior to the signing of grant agreements or contracts; and
3. other interested parties, upon their request to the Lower Shore Private Industry Council, Inc.

4. Documentation of the receipt of the complaint procedures information will be maintained in the appropriate file(s) of the Lower Shore Workforce Alliance

B. Types of Complaints

Complaints which may be processed using these procedures (i.e., complaints alleging violations of the WIA or its implementing regulation) will be classified by the Lower Shore Workforce Alliance as one of two types, upon review of the complaints content. Each type of complaint will be handled in a different fashion, pursuant to Section 667.600 of the WIA regulations. The two types of complaints are:

1. Type I Complaints - These are complaints which allege discrimination on the basis of any of the following:
 - race
 - sex
 - color
 - national origin
 - religious belief
 - age
 - political affiliation
 - citizenship
 - gender
 - disability
 - participation in WIA programs
 - participation in WIA programs
2. Type II Complaints - These are complaints, which do not allege any form of illegal discrimination.

II. Procedures

- A. Type I Complaint Procedure (alleging discrimination on the basis of race, sex, color, national origin, religious belief, age, political affiliation, citizenship, gender, disability, participation in a Workforce Investment Act program).

1. Filing the Complaint

- a. The Lower Shore Workforce Alliance encourages all persons with complaints to first discuss their concerns with the persons who have caused those concerns. However, if after discussing the problem the individual still wishes to formally pursue resolution of his/her complaint, he/she may choose one of the following options:

-Pursue resolution through the Directorate of Civil Rights

- Pursue resolution through the Lower Shore Workforce Alliance and/or its subrecipients

- Concurrently pursue the complaint through the Directorate of Civil Rights and the Lower Shore Workforce Alliance and/or its subrecipients.

- b. All complaints alleging discrimination on any of the basis listed above must be filed within 180 days of the event which triggered the complaint.
- c. Complaints filed with the Lower Shore Workforce Alliance Council must be documented on the form, which is Attachment #1 to these procedures.

2. Resolving the Complaint

- a. Directorate of Civil Rights (DCR) Investigation - A complainant may file a Type I complaint with the DCR at any time. There is no waiting time or lower

hearings, which must precede this filing. Details must follow in

level on the steps which the complainant

filing a complaint with the DCR will be provided to the complainant when requested.

- b. Lower Shore Workforce Alliance/Subrecipient Procedures. If a complainant wishes to first seek a resolution of his/her complaint through the Lower Shore Workforce Alliance, and who are participants in Lower Shore Workforce Alliance subrecipient programs must file their complaint in accordance with the procedures established by the subrecipient.

Representatives of subrecipients or other interested persons have the option of either filing their complaint with the subrecipient (e.g. for interested persons) or with the Lower Shore Workforce Alliance.

- Subrecipient procedural guidelines - Subrecipients of the Lower Shore Workforce Alliance must immediately notify the Lower Shore Workforce Alliance of all complaints received in writing which allege discrimination on the basis of race, sex, color, national origin, religious belief, age, political affiliation, citizenship, gender, disability, participation in a program or participation in a WIA program. The Lower Shore Workforce Alliance then will immediately notify the Department of Labor, Licensing and Regulation and the Directorate Civil Rights of the complaint's existence and content. The form to be used in notifying these agencies is included as Attachment #2.

Subrecipients are permitted 30 days to attempt a resolution of the complaint using the procedures developed by the subrecipient. If after 30 days from the date of filing the complaint, the complainant has not achieved a satisfactory resolution of his/her complaint, he/she may file the complaint with the Lower Shore Workforce Alliance. The form included as Attachment #1 should be used to document the complaint.

- Lower Shore Workforce Alliance Procedures - Upon receipt of a written Type I complaint, the Lower Shore Workforce Alliance will convene a hearing to which the complainant and other person(s) involved in the complaint are invited. The Lower Shore Workforce Alliance will hold this hearing within 15 days of the receipt of the complaint and will identify a person who is not involved in the complaint to preside as

the hearing officer.

The hearing officer will issue a written description of his/her judgment regarding the complaint, including his/her recommendation for resolving the complaint within 30 days of the date that the complaint was first filed (either at the subrecipient level or with the Lower Shore Workforce Alliance)

- c. Concurrent procedure - Complainants may choose to file their discrimination complaint with both the Lower Shore Workforce Alliance/Subrecipient and the Directorate of Civil Rights at the same time. In that case, the procedures described above under a and b should be followed concurrently.

C. Type II Complaint Procedure (not alleging any form of illegal discrimination)

1. Filing the Complaint

The Lower Shore Workforce Alliance strongly encourages all persons with complaints to first discuss their concerns with the persons who have caused these concerns. However, if after discussing the problem, the individual still wishes to formally pursue resolution of his/her complaint, he/she must adhere to the following guidelines.

- a. Complainants who are participants in the Lower Shore Workforce Alliance subrecipient programs must file their complaint in accordance with the procedures established by the subrecipient. Representatives of subrecipients or other interested persons have the option to either filing their complaint with the subrecipient (e.g. for “interested persons”) or with the Lower Shore Workforce Alliance.
- b. All complaints not alleging discrimination must be filed within one year of the event, which triggered the complaint.

- c. Complaints filed with the Lower Shore Workforce Alliance must be documented on the form, which is attachment #1 to these procedures.

2. Resolving the Complaint

- a. Subrecipient procedural guidelines - Subrecipients are not limited by time in their handling of non-discrimination complaints. The existing complaint procedures adopted by the subrecipient should be followed.

If after exhaustion of the subrecipient's procedure a complainant is dissatisfied with the proposed solution to his/her complaints, he/she may file the complaint with the Lower Shore Workforce Alliance. The form included as Attachment #1 should be used to document the complaint.

- b. Lower Shore Workforce Alliance Procedures - Upon receipt of a written complaint not alleging discrimination, the Lower Shore Workforce Alliance will convene a hearing to which the complainant and other persons involved in the complaint will be invited. Written notices (invitations to attend) about the hearing will include the date, time and location of the hearing. The Lower Shore Workforce Alliance will hold the hearing within 30 days of the date on which it received the written complaint (on the form included below as Attachment #1) and will identify a person who is not involved in the complaint to preside as the hearing officer.

At the hearing, an opportunity will be provided for all parties (persons) involved in the complaint to present evidence. An audio tape of the complete hearing will be made and maintained for possible review by the Department of Labor, Licensing and Regulation.

A written decision on the complaint, arising from the hearing, will be issued to all persons at the hearing within 60 days of the date on which the Lower Shore Workforce Alliance received the complaint.

- c. Additional procedures - If a complainant does not receive a decision by the Lower Shore Workforce Alliance within 60 days from the date he/she filed the complaint with the Lower Shore Workforce Alliance or received a decision satisfactory to the complainant the complainant (only) has the right to Request a review by the Department of Labor, Licensing and Regulation. A request for this review must be made within 10 days from the date on which the complainant should have received a decision (60 days after filing with the Lower Shore Workforce Alliance). Details on how to file a request for Department of Labor, Licensing and Regulation review will be provided in the written decision rendered by the Lower Shore Workforce Alliance.

Other Complaint Procedures

Complaints arising from action taken by the grantee with investigation or monitoring reports of subgrantees, contractors and other subrecipients will follow the course of Type II Complaints as stated in the attached procedures.

All employers of participants under the WIA program will be requested to have a complaint procedure relating to the terms and conditions of employment available to participants.

7. OUTCOME OF INFORMAL RESOLUTION ATTEMPTS: (Check one)
Resolved_____ Not Resolved_____ WIA Review Requested_____

8. I have reviewed the above information and agree that it is true and accurate knowledge.

to the best of my

Complainant's Signature:

Date:

9. Signature of Grantee or Subgrantee Representative

Date:

ATTACHMENT #2

DATE:

TO:

FROM:

RE: Notification of Receipt of WIA Complaint Alleging
Discrimination

A complaint alleging an illegal form of discrimination has been filed. The information recorded below about the complaint is being provided to you for your information.

Complainant's Name: _____

Social Security Account Number: _____

Address: _____

Telephone Number: () _____
Area Code

Basis of Complaint: _____

Date Complaint Filed: _____

Name and Address of Respondent(s): _____

Name of Agency submitting notification: _____

Address: _____

Equal Employment Opportunity Representative: _____

Telephone: () _____

Area Code

ATTACHMENT #3

NOTICE OF HEARING

Dear

This is to inform you that a hearing has been scheduled regarding the following complaint:

The hearing has been scheduled for:

Date _____ Time _____

Location _____

Hearing Officer _____

Issue(s) _____

Attached for your information is a copy of the complaint and a Notice of Hearing Rights which describes the hearing process.

Sincerely,

ATTACHMENT #4

LOWER SHORE WORKFORCE ALLIANCE

ACKNOWLEDGMENT OF COMPLAINT
PROCEDURE

I hereby acknowledge that I have been fully informed of the Complaint/Grievance Procedure and of my rights and privileges provided for under the Civil Rights Act of 1964 and pursuant to non-discrimination provisions of the Workforce Investment Act (WIA), Section 188.

Employee

Date _____

Attest: _____

Date: _____

Questions regarding the procedures may be addressed by contacting the Lower Shore Workforce Alliance Equal Employment Opportunity Representative at:

Melanie Pursel
917 Mt. Hermon Road Suite 10
Salisbury, MD 21804
410-341-3835

2. After review by the WIB, the following remedies may be imposed for a violation of any requirement under WIA Title I, limited to:
 - a. Suspension of termination of payments under the title;
 - b. Prohibition of placement of a participant with an employer that has violated any requirement under WIA Title I;
 - c. Where applicable, reinstatement of an employee, payment of lost wages and benefits, and reestablishment of other relevant terms, conditions, and privileges of employment;
and
 - d. Where appropriate, other equitable relief.

TAB H

LSWA Membership List

Lower Shore Workforce Alliance Board Membership

First Name	Last Name	Address	City	State	Postal Code	Company Name	Title	Work Phone	Ext	Fax Number	Email
Nola	Arnold	32000 Campus Drive	Salisbury	MD	21804	Wor-Wic Community College	Dean, Community & Continuing Education	410-334-2815		410-334-2952	narnold@worwic.ed
Derek	Bland	31400 Winterplace Parkway	Salisbury	MD	21804	CMG Studio, Inc.		410-860-5306		410-860-9306	dcbland@cmgstudio.com
Peggy	Bradford	1504 Riverside Drive	Salisbury	MD	21801	MAC, Inc.	Executive Director	410-742-0505	102	410-742-0525	mab@macinc.org
David A.	Donohoe	PO Box 33	Princess Anne	MD	21853	Somerset Rentals		410-651-4600		410-651-4600	

First Name	Last Name	Address	City	State	Postal Code	Company Name	Title	Work Phone	Ext	Fax Number	Email
Ted	Doukas	11809 Ocean Gateway, Unit 4	Ocean City	MD	21842	T&G Remodeling		410-213-8328			
Lawrence	Eley	PO Box 68	Nanticoke	MD	21840			410-873-3097		410-873-2219	
Paula	Erdie	PO Box 39	Snow Hill	MD	21863	Worcester Co. Dept. of Social Services	Director	410-677-6800		410-677-6811	perdie@dhr.state.m.us
Harry	Gemmell	11732 Somerset Avenue	Princess Anne	MD	21853	Peninsula Bank	Sr. Vice President	410-651-2400			
William E.	Greenwood	324 Bay Shore Drive	Ocean City	MD	21842	Greenwood Farms		410-352-5700		410-289-7060	
William	Harris	11718 Somerset Ave.	Princess Anne	MD	21853	Harris Ace Hardware		410-651-0422		410-651-2545	acehound@earthlink.com
Walter	Kissel	221 Teal Circle	Berlin	MD	21811			410-208-0305			
Joanne	Lusby	122 Market Street	Pocomoke	MD	21851	Lusby's Appliances & Electronics		410-957-2900		410-957-2909	
Linda	McCann	PO Box 2534	Salisbury	MD	21802-2534	Bay Shore Insurance, Inc.		410-546-1640		410-860-2587	linda@bayshore-ins.com
Robert	McIntyre	106 W Circle Avenue, Ste 105	Salisbury	MD	21801	Int. Brotherhood of Electrical Workers		410-742-0234			
Freddy	Mitchell	PO Box 430	Salisbury	MD	21803-0430	Shore-Up! Inc.	Executive Director	410-749-1142		410-742-9191	fmitchell@shoreup.org
David	Price	PO Box 48	Crisfield	MD	21817	Tull & Price Real Estate & Insurance	President	410-968-0478		410-968-3148	price@ce.net
First Name	Last Name	Address	City	State	Postal Code	Company Name	Title	Work Phone	Ext	Fax Number	Email
Gabriel	Purnell	10214 Old Ocean City Blvd.	Berlin	MD	21811	Environmental Care Center	Manager	410-641-1988		410-641-2139	enviro@ezy.net

First Name	Last Name	Address	City	State	Postal Code	Company Name	Title	Work Phone	Ext	Fax Number	Email
Renee	Stephens	917 Mt. Hermon Rd., Ste 7	Salisbury	MD	21804	MD Dept. of Business & Economic Development	Business Development Specialist	410-677-3760		410-677-3827	rstephens@choosemaryland.org
Chris	Sterling	940 W Main Street	Crisfield	MD	21817	Chris Sterling, CPA	CPA	410-968-9580		410-968-9582	chrisvanes@aol.com
Daniel	Thompson	11916 Somerset Ave., Ste 202	Princess Anne	MD	21853	Somerset Co. Economic Development Commission	Exec. Director	410-651-0500		410-651-3836	dthompson@co.somerset.md.us
E.C.	Townsend	917 Mt. Hermon Rd., Ste 4	Salisbury	MD	21804	Division of Rehabilitation Services	Regional Director	410-543-6906	131	410-543-6725	etownsend@dors.state.md.us
Brian	Veditz	917 Mt. Hermon Rd., Ste 1	Salisbury	MD	21804	Dept. of Labor, Licensing & Regulation	Regional Job Service Director	410-341-8533	109	410-334-3454	bveditz@careernet.state.md.us

PLEASE CHECK OUR WEBSITE FOR THE MOST RECENT LSWA BOARD MEMBERSHIP LIST

www.lswa.org

TAB I

LSWA Youth Council Membership

LOWER SHORE WORKFORCE ALLIANCE
 YOUTH COUNCIL ADDRESSES
 (please check www.lswa.org for the most recent list)

(15 - Members)

MEMBER	ADDRESS
Sam Walker	Wicomico County Board of Education Support Services Complex #3 101 Long Avenue Salisbury, Maryland 21802 Telephone: 410-677-4573 Fax: 410-677-4406 E-mail: gabeauch@wcboe.org
Gaylena Bivens	Wicomico County Dept of Social Services Post Office Box 2298 Salisbury, Maryland 21802 Telephone: 410-543-6900 Fax: 410-543-6682 E-mail: wicomdss@dhr.state.md.us
Barbara Eppolite	Somerset Local Management Board Post Office Box 368 Princess Anne, Maryland 21853 Telephone: 410-651-1876 Fax: 410-651-3413 E-mail: sclmb@intercom.net
Paula Erdie Youth Council Chair	Worcester County Dept. of Social Services Post Office Box 39 Snow Hill, Maryland 21863 Telephone: 410-677-6800 Fax: 410-677-6811 E-mail: Perdie@dhr.state.md.us
Worthy Graham	Worcester County Board of Education 6270 Worcester Highway Newark, Maryland 21841 Telephone: 410-632-2582 Fax: 410-632-3867 E-mail: wgraham@worcester.k12.md.us

MEMBER	ADDRESS
Marva Greene	Department of Juvenile Justice 201 Baptist Street Salisbury, Maryland 21801 Telephone: 410-543-6751 Fax: 410-543-6774
Linda Hardman	Wicomico Partnership for Families & Children P.O. Box 870 Salisbury, Maryland 21803 Tele: 410-546-5400 Fax: 410-546-3100 E-mail: partners@wicomico.org
Valeria Harmon Parent Representative	604 4 th Street Pocomoke, Maryland 21851 Telephone: 410-957-9375
Patricia Mannion	Somerset County Dept of Social Services Post Office Box 369 Princess Anne, Maryland 21853 Telephone: 410-677-4330 Fax: 410-677-4300 E-mail: pmannion@dhr.state.md.us

MEMBER	ADDRESS
Annette McCastle	Job Corps Admissions Counselor Adams Associates, Inc. Maryland Job Corps - Suite 6 One-Stop Job Market 917 Mt. Hermon Road Salisbury, Maryland 21804 Telephone: 410-749-2992 Fax: 410-749-1513
Freddy Mitchell	Shore-Up! Inc. Post Office Box 430 Salisbury, Maryland 21803 Telephone: 410-749-1142 Fax: 410-742-9191 E-mail: midi@shore.intercom.net
Kathy Seifert	Eastern Shore Psychological Services 2336 Goddard Parkway Salisbury, Maryland 21801 Telephone: 334-6961 Fax: 410-334-6960 E-mail: Espuip@netzero.net
John Trumpower	Worcester Local Management Board Post Office Box 129 Snow Hill, Maryland 21863 Tele: 410-632-3648 Fax: 410-632-2869 e-mail: wclmb@ezy.net
Conal Turner	Somerset County Public Schools 7982A Crisfield Highway Westover, Maryland 21871 Telephone: 410-651-1616 Fax: 410-651-2931 e-mail: cturner@somerset.k12.md.us
Tasha White Former Participant	12033 Sherrie Lane Princess Anne, Maryland 21853 Telephone: 410-651-4410

TAB J

LSWA Agreement

LOWER SHORE OF MARYLAND WORKFORCE INVESTMENT ACT AGREEMENT

Among

**Board of County Commissioners of Somerset County, Maryland
County Council of Wicomico County, Maryland
Board of County Commissioners of Worcester County, Maryland**

Tri-County Council for the Lower Eastern Shore of Maryland

Lower Shore Workforce Alliance

Serving as the workforce investment board for the Lower Shore of Maryland

WHEREAS, the Workforce Investment Act of 1998, Section 117 sets forth the establishment of local workforce investment boards; and

WHEREAS, the Lower Eastern Shore of Maryland, consisting of the counties of Somerset, Wicomico and Worcester, has been designated by the Governor of Maryland as a Local Workforce Investment Area (hereinafter referred to as LWIA) as provided for in Section 117 (a) of the Workforce Investment Act (hereinafter referred to as WIA); and

WHEREAS, said Act requires the establishment of a workforce investment board (hereinafter referred to as Lower Shore Workforce Alliance (LSWA)) for each LWIA to perform certain functions for the administration and execution of the provisions of the WIA; and

WHEREAS, the Board of County Commissioners of Somerset County, the County Council of Wicomico County, and the Board of County Commissioners of Worcester County are hereby entering into an agreement to establish that LSWA will serve as the local workforce investment board; and

WHEREAS, the Tri-County Council of the Lower Eastern Shore of Maryland (hereinafter referred to as TCC) has as its members the Board of County Commissioners of Somerset County, the County Council of Wicomico County and the Board of County Commissioners of Worcester County.

NOW, THEREFORE, the Board of County Commissioners of Somerset County, the County Council of Wicomico County and the Board of County Commissioners of Worcester County, TCC, and LSWA do hereby agree:

1. The Board of County Commissioners of Somerset County, the County Council of Wicomico County and the Board of County Commissioners of Worcester County shall have the following authorities, duties and responsibilities:

- a) Appoint the LSWA members who represent their counties per LSWA By-Laws
- b) Have the authority to review and audit any activities of the LSWA and the TCC
- c) Even though the TCC is designated as the WIA grant recipient, fiscal agent and administrative entity, the counties are responsible for any misuse of any grant funds allocated to the Lower Shore under Sections 128 and 133 of the Workforce Investment Act.

2. The TCC shall have the following authorities, duties and responsibilities:

- a) Serve as the grant recipient, fiscal agent and administrative entity for the Lower Shore of Maryland WIA funds and plan. As such, the TCC and LSWA shall be responsible for all state and federal assurances and grant compliance procedures.
- b) Confirm the appointment of the Workforce Division Director as recommended by the LSWA
- c) Review and approve the WIA Plan and Annual Budget
- d) Appoint at-large LSWA members per LSWA By-Laws

3. The LSWA shall have the following authorities, duties and responsibilities:

- a) Select/evaluate the LSWA Director
- b) Prepare a WIA plan and annual budget
- c) Conduct program oversight for Lower Shore WIA youth, adult, and dislocated worker activities, and the one-stop delivery system
- d) Negotiate performance standards with the state
- e) Establish, at its election, councils and committees (One-Stop, Youth, etc.)
- f) Accept grants and other funds, provide the required financial accounting, approve salaries, purchase supplies and equipment, and enter into such contracts and agreements as are necessary to carry out the provisions of the WIA
- f) Identify eligible WIA training providers and make recommendations to the state.

In the event of a dispute over interpretation or application of this agreement or in the event of a conflict with general public law, such dispute/conflict shall be referred to a committee, consisting of one Commissioner or Council member from each Lower Shore county, TCC President and LSWA Board Chair for resolution.

Lower Shore Workforce Investment Act Agreement - Signature Sheet

ATTEST:	SOMERSET COUNTY COMMISSIONERS
_____	_____
Charles E. Massey County Administrator Somerset County	C. Samuel Boston President Somerset County Commissioners

ATTEST:	WICOMICO COUNTY COUNCIL
_____	_____
Theodore E. Shea II Administrative Director Wicomico County	Anthony S. Sarbanes President Wicomico County Council

ATTEST:	WORCESTER COUNTY COMMISSIONERS
_____	_____
Gerald T. Mason Chief Administrator Officer Worcester County	John E. Bloxom President Worcester County Commissioners

ATTEST:	TRI-COUNTY COUNCIL FOR THE LOWER EASTERN SHORE OF MARYLAND
_____	_____
Michael P. Pennington Executive Director Tri-County Council	Anthony S. Sarbanes Chair Tri-County Council

ATTEST:	LOWER SHORE WORKFORCE ALLIANCE
_____	_____
Robert G. Corbin, Jr. Director Lower Shore Workforce Alliance	David A. Donohoe Chair Lower Shore Workforce Alliance

TAB K

Public Notice of Five-Year Operational Plan

TAB L

Individual Training Account (ITA) Policy

Lower Shore Workforce Investment Area

Lower Shore Workforce Alliance

Individual Training Account (ITA) Policy

Legislative Reference: Section 134 (d)(4)(G) of the Workforce Investment Act

Regulatory Reference: Section 663, Subpart D of the WIA Regulations

The ITA is an account established by the designated Lower Shore One-Stop operator on behalf of a WIA eligible individual. ITA's are funded with adult and/or dislocated worker funds authorized under Title I of WIA. Individuals may use ITA's in exchange for training services for skills in demand occupations from training providers on the approved list of eligible providers.

Participant Assessment, Counseling, and Individual Development Plan

Participants can receive various assessments via self-service using CareerNet or other Internet-based tools and services. Participants can also receive assessment and WIA Core services from either WIA partners where there is a signed Memorandum of Understanding (MOU) and/or a signed Vendor Agreement. All participants that receive WIA Counselor staff-assisted Core, Intensive, or Training services will take a math and reading test to ascertain skill levels. Other assessment tools may be used as deemed appropriate by the WIA Counselor and participant. WIA Counselors will develop and maintain an Individual Development Plan (IDP) on each participant to document training requests, work history, identify barriers/suitability, etc.

Demand Occupations/Approved Training Provider List

The list of approved training providers will be available to the public via the State of Maryland DLLR and MHEC agencies and their web sites. This information will also be available at all Lower Shore One-Stop locations and WIA partner agencies, as well as the Lower Shore One-Stop web site. Lower Shore WIA One-Stop customers may request training from providers not on the approved State list, if they can document and justify the training will result in gainful employment and has an employer willing to hire the them upon successful completion of the training. The process for this exception would be a WIA Counselor making a request on behalf of the customer to the One-Stop Manager or designee. The LSWA will conduct a pre-award survey to ensure the training provider is qualified. If exception training is denied, the customer may appeal in writing to the Lower Shore Workforce Alliance Executive Director, then the Lower Shore Workforce Investment Board, then the State of Maryland Department of Labor, Licensing, and Regulation. Each appeal entity should not take longer than 30 days to reply to the complainant.

Customers and the ITA Policy/Process

Every effort has been made to streamline and simplify the ITA process for customers at the One-Stop. The actual ITA contract (enclosed in this policy paper) fits on a single sheet of paper. WIA Counselors are responsible for communicating the ITA process in simple understandable language, giving the customer good information and choices.

Costs Associated With The ITA

The WIA Counselor will work in conjunction with the customer, service provider/vendor, and other appropriate staff to determine what costs are allowable and reasonable based on the training requested, funding availability, and priority of service. The Lower Shore Workforce Investment Board has established a cap or ceiling of \$4000.00 for WIA funded training programs; standard duration of an ITA shall be 1 year (pending Executive Director approval, ITA may be extended beyond 1 year due to extraordinary circumstances). WIA Counselors will determine and ensure that Pell and other funding is utilized prior to committing WIA funds, which will be documented on the ITA contract.

Process For Tracking ITA Expenditures

Once an ITA has been fully approved and accepted, the ITA information is programmed into the One-Stop accounting system managed by the Lower Shore Workforce Alliance. This obligates the funds for that participant and program. As the service providers/vendors invoice the One-Stop for the participant's training, the amount is charged against the obligated funds. Then a check is dispersed to the service provider/vendor.

Attached Lower Shore ITA Forms

Training Application Form

Individual Development Plan (IDP)

Participant Enrollment Agreement

ITA Contract

LOWER SHORE WORKFORCE INVESTMENT BOARD

Lower Shore Workforce Alliance

Individual Training Account Application

The following application is to help you collect all the data you need to make an *informed* decision about the occupation and type of training you are interested in pursuing. All the information you need for completing this application may be found on the internet; other help resources include your local Job Service office, your local library, as well as the school you would like to attend. If you do not have internet access in your home, free access is available through your local job service office as well as through your local library. Should you need assistance completing this form see the list of helpful links included on page 3.

Identifying Information

Name: _____
SS#: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: () _____ Message Phone: () _____

Gender (check) _____ Male _____ Female **Do you have a disability?** Y / N

Race (check all that apply):

American Indian/Alaskan Native: _____ White: _____ Asian: _____ Hispanic/Latino: _____
Black or African American: _____ Hawaiian Native/Other Pacific Islander: _____

Education (check): Dropout _____ Student _____ H.S. Grad/GED _____ College Grad _____

Training Requested

1. Type of training requested:

2. Type of jobs/positions training will qualify you for:

3. List specifically why you want this training? (use back of this sheet if you need more space)

4. List specific skills and abilities to be learned in this training.

Labor Market Search

- 1. How many ads for jobs related to this training are listed {in Maryland} with an on-line job search site? _____

Site Address:

Date:

- 2. How many ads for jobs related to this training are listed in a local newspaper?

Newspaper:

Date:

- 3. What is the average entry-level wage for this job?

- 4. What is the average wage for a person with experience in this field?

Skills and Aptitude Information

- 1. What skills are required to take the training, including required reading or math?

- 2. Do you feel your reading and math levels are adequate?

- 3. Has any of your past work experience prepared you for this training or occupation you have chosen? If not, what do you hope to gain?

- 4. Describe any hobbies or interests you have which directly relate to this training.

- 5. Why do you think that you can successfully complete this training?

Employer Research

Please list at least one employer that employees people in your area of interest.

Company _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Person Interviewed: _____ Title _____

1. How many people does the employer have working for him in your area of interest?

2. Does this employer regularly hire people for this job?

3. Does the job/employer require any special certification?

4. What salary range does this employer offer for this position?

5. What fringe benefits are included?

6. What training and experience do the people have that are hired?

7. What training programs does he recommend?

Helpful Links:

- <http://www.lowershore.org/onestop> (Lower Shore One-stop ... many helpful links)
- <http://www.careernet.state.md.us> (Maryland Job Service Careernet ... many helpful links)
- <http://www.occ.com/occ> (On-Line Career Center)
- <http://www.bls.gov/ocohome.htm> (Occupational Outlook Handbook)
- <http://www.careerpath.com> (Career Information)
- <http://www.careerbuilder.com> (Free access to employment services)
- <http://www.dol.gov> (U.S. Dept. of Labor)
- <http://www.bls.gov> (U.S. Bureau of Labor Statistics)
- <http://www.ajb.dni.us> (America's Job Bank)
- <http://www.monster.com> (The Monster Board)
- <http://www.delmarvaclassifieds.com> (*The Daily Times* classified listings)
- <http://www.worwic.cc.md.us> (Wor Wic Community College)

Lower Shore WIA Individual Development Plan (IDP)

Last Name	First Name	Initial
_____	_____	_____
SSN	Telephone Number	Date
_____	_____	_____

Highest Grade Completed	Reading	Math	Current Educational Status
_____	_____	_____	_____

Current Employment Status

<p>WORK HISTORY (Most Recent Employment)</p> <p>Employer _____</p> <p>Address _____</p> <p>Supervisor _____</p> <p>Dates of Employment _____ to _____</p> <p>Hours Worked Per Week _____</p> <p>Wage Per Hour _____</p> <p>Reason For Leaving _____</p>	<p>(Second Most Recent Employment)</p> <p>Employer _____</p> <p>Address _____</p> <p>Supervisor _____</p> <p>Dates of Employment _____ to _____</p> <p>Hours Worked Per Week _____</p> <p>Wage Per Hour _____</p> <p>Reason For Leaving _____</p>
--	---

<p>JOB SKILLS & CAREER INTEREST INVENTORY</p> <p>Current Occupational Skills & Training _____</p> <p>_____</p> <p>Career Interests and Goals _____</p> <p>_____</p> <p>Local Labor Market Demand for Career?</p>

<p>SUITABILITY FOR TRAINING / EMPLOYMENT</p> <p>Child Care _____</p> <p>Transportation _____</p> <p>Budgeting _____</p> <p>Housing _____</p> <p>Legal Issues _____</p> <p>Other _____</p>
--

<p>RECOMMENDED SERVICES and/or REFERRALS: _____</p> <p>_____</p> <p>_____</p>
<p>SERVICE AGREEMENT</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Participant Signature & Date</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Counselor Signature & Date</p>

Customer Contact Log/Notes on Reverse Side

LOWER SHORE WORKFORCE INVESTMENT BOARD

Lower Shore Workforce Alliance

Participant Enrollment Agreement

The funds provided through the Workforce Investment Act (WIA) are to assist you in gaining marketable job skills, support you during your training period, and assist you after completion of your training. You will be asked to complete an objective assessment in order to ensure that you are making an informed training choice. The objective assessment may include, but is not limited to, the following: educational/career assessment, job search, or work experience prior to receiving any funds for intensive and/or vocational training.

Responsibilities of the Lower Shore One-Stop (OS) / Private Industry Council (LSWA):

- Funding provided by the OS/LSWA is limited to one year and in only one occupational cluster; i.e. you cannot start clerical training and switch to commercial driving. (*no program hopping*)
- OS/LSWA will pay for tuition, fees, and books (as funding permits) for the training outlined on the Individual Training Account (ITA) and Individual Development Plan (IDP).
- OS/LSWA will provide case management support before, during, and after training; including appropriate referrals for job placement assistance and follow-up for one year after training.
- OS/LSWA will provide performance results of past customers who have attended the requested training.

Responsibilities of the Customer:

- Customer agrees to attend class on a regular basis, maintain a satisfactory or C grade level, and submit all required class work.
- Customer will abide by rules of the training institution/provider.
- Customer will provide proof of application for any financial assistance for which they may be eligible.
- Customer will notify the OS/LSWA of any changes in address, phone number, or employment status.
- Customer agrees to seek employment and will provide OS/LSWA with employment and educational information needed to complete their file; be assured that your responses will be kept completely confidential.

The Training Provider Has Agreed To:

- The training vendor agrees to provide training in the area indicated on the ITA and IDP.
- The training vendor will assist with placement in unsubsidized employment if such assistance is available.

We hope you meet success with your training and future career goals.

Signatures of agreement:

Funding Applicant	Date	WIA Counselor	Date
-------------------	------	---------------	------

200 North Washington Street, P.O. Box 99, Snow Hill, Maryland 21863

Phone Number (410) 632-3300 Fax Number (410) 632-1466

LOWER SHORE INDIVIDUAL TRAINING ACCOUNT

Funding Title: _____

INDIVIDUAL TRAINING ACCOUNT NUMBER/SUB CODE: _____

FUNDING AGENCY

Lower Shore Workforce Alliance
 200 N. Washington Street – P.O. Box 99
 Snow Hill, MD 21863

GRANT RECIPIENT

School / Service Provider: _____

Address: _____

Contact Person: _____

Telephone: _____

PARTICIPANT

Name: _____

Address: _____
 _____ Telephone: _____

Social Security Number: _____

Age: _____

A. CURRICULUM

Program: _____

Total Course Hours: _____ Beginning: _____ End: _____

Hours Per Week: _____

Agreement Period: _____ to _____

A. B. COST & TERMS

	AIDE	WIA	PELL GRANT	OTHER
TUITION	_____	_____	_____	_____
BOOKS	_____	_____	_____	_____
MATERIALS & SUPPLIES	_____	_____	_____	_____
OTHER FEES	_____	_____	_____	_____
TOTAL PROGRAM	=====	=====	=====	=====

B-1 SUPPORT NEEDS

Please identify which funding source: _____

C: AUTHORIZATION FOR RELEASE OF SCHOOL RECORDS / INFORMATION

The training institution and participant mutually agree to allow Lower Shore Workforce Alliance staff and DLLR WIA Counselor's to access pertinent information needed to evaluate student progress in the program; i.e., grades, attendance, assessments, progress reports, etc. This information is necessary for Federal and State reporting.

School Representative	Date
LSWA Administrator	Date
Participant	Date
LSWA / WIA Counselor	Date

Revised – 05/01/2000 - LSWA

ATTACHMENT I

ADDENDUM TO MEMORANDUMS OF UNDERSTANDING (MOUs)