

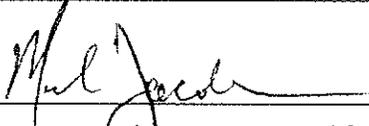
PY 2020 WIOA Youth Formula Funds
 SFY 2021 Minnesota Youth Program (MYP)
 Cover Sheet/Signature Page

APPLICANT AGENCY - Use the legal name and full address of the fiscal agency with whom the grant will be executed. _____	Contact Name and Address _____
Dakota- Scott County Workforce Services One Mendota Road Suite 170 West Saint Paul, MN 55118	Amber Higgins One Mendota Road Suite 170 West Saint Paul, MN 55118
Director Name: Mark Jacobs Telephone Number: 651-554-5622 Fax: 651-554-5709 E-Mail: mark.jacobs@co.dakota.mn.us	Contact Name: Amber Higgins Telephone Number: 651-554-6875 Fax: 651-554-6565 E-Mail: amber.higgins@co.dakota.mn.us

Basic Organization Information

Federal Employer ID Number: _____	Minnesota Tax Identification Number: _____
41-6005786	8026539
DUNS Number: _____	SWIFT Vendor ID Number (if known): _____
08-237-6658	

I certify that the information contained herein is true and accurate to the best of my knowledge and that I submit this application on behalf of the applicant agency.

Signature: _____	
Title: _____	-Director, Dakota-Scott Workforce Development Board -Workforce Development Director, Dakota County
Date: _____	4/20/2020

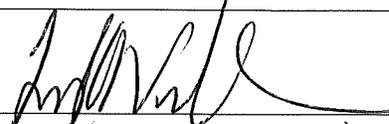
PY 2020 WIOA Youth Formula Funds
 SFY 2021 Minnesota Youth Program (MYP)
 Cover Sheet/Signature Page

APPLICANT AGENCY - Use the legal name and full address of the fiscal agency with whom the grant will be executed.	Contact Name and Address
Scott County Health and Human Services 200 W. Fourth Street Shakopee, MN 55379	Scott County Employment and Training 752 Canterbury Rd. S. Shakopee, MN 55379-1840
Director Name: Lezlie Vermillion Telephone Number: 952-496-8062 Fax: 952-496-8180 E-Mail: lvermillion@co.scott.mn.us	Contact Name: Kari Ouimette Telephone Number: 952-496-8540 Fax: 952-496-8675 E-Mail: KOuimette@co.scott.mn.us

Basic Organization Information

Federal Employer ID Number:	Minnesota Tax Identification Number:
41-6005892	8027342
DUNS Number:	SWIFT Vendor ID Number (if known):
07-784-7183	0000197314.001

I certify that the information contained herein is true and accurate to the best of my knowledge and that I submit this application on behalf of the applicant agency.

Signature:	
Title:	County Administrator
Date:	4/21/2020

Attachment 2

PY 2020 Budget Information Summary:

WIOA Youth Formula Grant Program (updated 5/1/20)

(See following pages for definitions of cost categories)

WDA Number and Contact:	Dakota-Scott WDA 14 / Amber Higgins
E-Mail Address/Phone No:	Amber.higgins@co.dakota.mn.us/651-554-6875
Date Submitted (or Modified):	05/19/2020

Cost Category	Carryover From PY19 <i>(Cannot exceed 20% of PY 19 Amount.)</i>	New WIOA Funds	Total Funds Available	Estimated Expenses 4/1/20 to 6/30/20	Estimated Expenses 4/1/20 to 9/30/20	Estimated Expenses 4/1/20 to 12/31/20	Estimated Expenses 4/1/20 to 3/31/21
764/833 Administration <i>(Cannot Exceed 10%)</i>	\$-	\$28,352	\$28,352	\$1,000	\$10,060	\$19,120	\$28,352
841 In-School Youth Work Experience Wages/Fringe	\$1,518	\$10,000	\$11,518	\$2,500	\$6,000	\$9,000	\$11,518
825 Out-of-School Youth Work Experience Wages/Fringe	\$13,742	\$36,950	\$50,692	\$10,200	\$25,400	\$37,600	\$50,692
872 In-School Youth Work Experience Staff Costs	\$2,830	\$13,943	\$16,773	\$4,225	\$8,350	\$12,575	\$16,773
855 Out-of-School Youth Work Experience Staff Costs	\$9,993	\$42,535	\$52,528	\$12,700	\$26,400	\$39,100	\$52,528
874 In-School Youth Direct Services (Non-Work Exp.)	\$7,466	\$29,066	\$36,532	\$9,000	\$18,500	\$27,500	\$36,532
877 Out-of-School Youth Direct Services (Non-Work Exp.)	\$20,025	\$98,089	\$118,114	\$29,750	\$59,500	\$89,250	\$118,114
848 In-School Youth Support Services	\$249	\$2,851	\$3,100	\$750	\$1,600	\$2,350	\$3,100
862 Out-of-School Youth Support Services	\$1,230	\$9,746	\$10,976	\$2,550	\$5,500	\$8,250	\$10,976
860 In-School Youth Other Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
878 Out-of-School Youth Other Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
837 In-School Youth Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0
838 Out-of-School Youth Training	\$0	\$12,000	\$12,000	\$0	\$7,000	\$10,000	\$12,000
Total:	\$57,053	\$283,532	\$340,585	\$72,675	\$168,310	\$254,745	\$340,585
Estimated Percentage of NEW WIOA Funds Expended on Out-of-School Youth (Must be at least 75 percent):							78%
Estimated Percentage of NEW WIOA Funds Expended on Work Experience (Must be at least 20 percent):							40%
Estimated Total Number of Youth to be Served With WIOA Youth Funding:							94

Attachment 2
 SFY 2021 Budget Information Summary:
 Minnesota Youth Program
 (See page 6 for definitions of cost categories)

WDA Number and Contact:	Dakota County, Amber Higgins
E-Mail Address/Phone No:	Amber.Higgins@co.dakota.mn.us
Date Submitted (or Modified):	6/19/2020

Cost Category	Total Funds Available	Estimated Expenses 7/1/20 to 9/30/20	Estimated Expenses 7/1/20 to 12/31/20	Estimated Expenses 7/1/20 to 3/31/21	Estimated Expenses 7/1/20 to 6/30/21	Carryover
764/833 Administration (Cannot Exceed 10%)	16,811	4,202	8,405	12,607	16,811	0
881 Youth Participant Wages and Fringe Benefits	56,000	40,000	40,000	40,000	56,000	0
885 Direct Services to Youth	81,808	49,000	52,500	56,500	81,808	0
860 Outreach to Schools (Direct Services; This can be up to 20 percent of your budget.)	0	0	0	0	0	0
891 Support Services	13,500	11,000	11,000	11,000	13,500	0
Total:	168,119	104,202	111,905	120,107	168,119	168,119

Estimated Number of MYP Youth Served/Cost Per Participant

Estimated No. of MYP Youth Served:	40
Outreach to Schools (OTS) Youth + Families Served (Note that OTS is an optional activity):	0
Estimated Total Number of MYP Youth and Families Served:	40
Estimated Cost Per MYP Participant:	3,532
Estimated Cost Per OTS Participant-Family:	0

Attachment 2
 SFY 2021 Budget Information Summary:
 Minnesota Youth Program
 (See page 6 for definitions of cost categories)

WDA No./Agency and Contact:	WDA 14 (Scott County) Brandon Kmety
E-Mail Address/Phone No:	bkmety@co.scott.mn.us 952-496-8273
Date Submitted (or Modified):	6/19/20

Cost Category	Total Funds Available	Estimated Expenses 7/1/20 to 9/30/20	Estimated Expenses 7/1/20 to 12/31/20	Estimated Expenses 7/1/20 to 3/31/21	Estimated Expenses 7/1/20 to 6/30/21	Carryover
764/833 Administration (Cannot Exceed 10%)	5,664	1,000	2,500	4,000	5,664	
881 Youth Participant Wages and Fringe Benefits	11,714	2,000	4,000	7,000	11,714	
885 Direct Services to Youth	38,769	6,000	15,000	26,000	38,769	
860 Outreach to Schools (Direct Services; This can be up to 20 percent of your budget.)	-	-	-	-	-	
891 Support Services	500	100	200	300	500	
Total:	56,647	9,100	21,700	37,300	56,647	

Estimated Number of MYP Youth Served/Cost Per Participant

Estimated No. of MYP Youth Served:	20
Outreach to Schools (OTS) Youth + Families Served (Note that OTS is an optional activity):	-
Estimated Total Number of MYP Youth and Families Served:	20
Estimated Cost Per MYP Participant:	\$2,832
Estimated Cost Per OTS Participant-Family:	-

Definitions of Cost Categories

(WIOA and MYP) Administration – Costs are defined by federal Uniform Guidance (2 CFR, Section 200) and are generally associated with the expenditures related to the overall operation of the employment and training system. Administrative costs are associated with functions not related to the direct provision of services to program participants. These costs can be both personnel and non-personnel and both direct and indirect. Specifically, the following functions are considered “administrative”:

- Accounting, budgeting, financial and cash management functions;
- Procurement and purchasing functions;
- Property management functions;
- Personnel management functions;
- Payroll functions;
- Audit functions
- Incident reports response functions;
- General legal service functions;
- Costs of goods and services required for the administrative functions of the program including such items as rental/purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space;
- Systems and procedures required to carry out the above administrative functions including necessary monitoring and oversight; and,
- Travel costs incurred for official business related to the above administrative functions.

(WIOA and MYP) Youth Participant Wages and Fringe Benefits – Wages and benefits paid directly to youth participants while engaged in program activities. Stipends provided for educational activities should be included in this cost category. For WIOA Youth budgeting and reporting only, these expenses are itemized separately on the monthly Reimbursement Payment Request (RPR) form/Financial Status Report (FSR) form for In-School Youth (ISY) and Out-of-School Youth (OSY).

(WIOA Youth ONLY) Youth Work Experience Staff Costs – Costs associated with staff recruiting, training and/or monitoring worksites where WIOA Youth work experience participants are placed. Staff wages and fringe should be allocated on a pro-rated basis (as appropriate), with the remaining portion of staff wages and fringe allocated to “Direct Services to Youth” category. This category applies to WIOA Youth funds ONLY; these expenses are itemized separately on the monthly Reimbursement Payment Request (RPR) form/Financial Status Report (FSR) form for In-School Youth (ISY) and Out-of-School Youth (OSY).

(WIOA and MYP) Direct Services to Youth – Costs associated with providing direct service to youth, EXCLUDING costs of youth participant wages and fringe benefits, support services and (WIOA Youth funds only) Individual Training Accounts for OSY or ISY. Wages and fringe benefits for staff who provide direct services to youth participants should be included in this cost category. For WIOA Youth budgeting and reporting only, these expenses are itemized

separately on the monthly Reimbursement Payment Request (RPR) form/Financial Status Report (FSR) form for In-School Youth (ISY) and Out-of-School Youth (OSY).

IMPORTANT NOTE: The definition of Direct Services to Youth also applies for those WDAs choosing to operate an “Outreach to Schools (OTS) Initiative” under MYP. At the discretion of the WDA, up to 20 percent of the MYP allocation may be used for Outreach to Schools activities. (See below for further discussion of OTS.)

(WIOA and MYP) Support Services – Items that are necessary for a youth to participate in WIOA or MYP, such as transportation, clothing, tools, child care, housing/rental assistance, school-related expenses, etc. These expenses may be paid directly to the youth or to a third-party vendor. For WIOA Youth budgeting and reporting only, these expenses are itemized separately on the monthly Reimbursement Payment Request (RPR) form/Financial Status Report (FSR) form for In-School Youth (ISY) and Out-of-School Youth (OSY).

(WIOA Youth ONLY) Other Services – This category should be used only for reporting program expenditures that otherwise do not necessarily fit in one of the other categories. WDAs using this category should be prepared to summarize and explain how these funds are being used. This category applies to WIOA Youth funds ONLY; these expenses are itemized separately on the monthly Reimbursement Payment Request (RPR) form/Financial Status Report (FSR) form for In-School Youth (ISY) and Out-of-School Youth (OSY).

(WIOA Youth ONLY) Training (new category) – The Training reporting line should consider all costs for training, including, but not limited to: all tuition costs and materials - books, tools, etc., as applicable. All forms of training must be accounted for, including but not limited to: occupational skills training; school equivalency (General Education Development/High School Equivalency Test/Testing Assessing Secondary Completion) training; Registered Apprenticeship Programs (RAPs); Industry Recognized Apprenticeship Programs (IRAPs); on-the-job training (OJT); incumbent worker training; and customized training. **Funds used for Individual Training Accounts (ITAs) by those WDAs using ITAs for youth should also be included.** This category applies to WIOA Youth funds ONLY; these expenses are itemized separately on the monthly Reimbursement Payment Request (RPR) form/Financial Status Report (FSR) form for Out-of-School Youth (OSY).

(MYP ONLY) Outreach to Schools Activities – Outreach to Schools (OTS) activities complement the work of existing school counselors and provide youth and families with career exploration and career counseling, college information and current labor market information. Examples of Outreach to Schools activities that have been implemented include (but are not limited to):

- Providing information to individuals and groups regarding occupations and industries in demand and with the highest growth throughout the region using current labor market information, including providing opportunities for students to directly experience occupations through job shadowing, mentoring and business tours.
- Providing workshops to classes on planning for post-secondary training, including accessing financial aid and selecting an appropriate program, as well as other career

planning topics such as goal setting and navigating business culture. Providing opportunities to interact with local business and industry including tours, organizing business and industry speaker panels, job shadowing, and mentoring.

- Providing individual counseling and career exploration including career assessments, resume preparation and job search assistance, and mock interviews.
- Tours of CareerForce locations and information about the resources available and how to access and utilize the resources.
- Connections to community and private sector resources through a local career fair, career event, and tours of businesses in strategic industries.
- Group and individual counseling including instruction and presentations on ISEEK, labor market information and strategic industries and demand occupations.
- Individualized counseling including career exploration and career assessments, resume preparation, mock interviews, and job search assistance.

PY 2020-2021 WIOA Youth Performance*
(Definitions of Each Measure are on the Following Page)
UPDATED 6-3-2020

WDA/Contact:	Dakota-Scott WDA 14 / Amber Higgins
E-Mail Address/Phone Number:	Amber.higgins@co.dakota.mn.us/651-554-6875
Date Submitted (or Modified):	06/12/2020

WIOA Youth Performance Measure	PY 2018 (STATE ACTUAL)	PY 2019 (NEGOTIATED STATE GOAL)	PY20-21 DOL SAM Adjusted Performance Level***	PY 2020 (NEGOTIATED STATE GOAL)	PY 2021 (NEGOTIATED STATE GOAL)	PY 2020 (PLANNED)	PY 2021 (PLANNED)
Employment/Training 2nd Quarter After Exit:	79.5%	67.0%	77.4%	75.0%	76.0%	75.0%	76.0%
Employment/Training 4th Quarter After Exit:	76.5%	62.5%	N/A	73.0%	74.0%	73.0%	74.0%
Credential Attainment:	65.3%	47.7%	N/A	62.0%	62.5%	62.0%	62.5%
Median Earnings:	\$3,984	Baseline**	\$3,852	\$3,700	\$3,700	\$3,700	\$3,700
Measurable Skills Gain:	45.6%	Baseline**	53.4%	49.0%	49.0%	49.0%	49.0%

NOTES:

*PY 20 and PY 21 WIOA Youth Formula Grant outcome data will be added to existing baseline performance data for use in future statistical adjustment models from DOL.

**"Baseline" means that WIOA Youth data collected through PY19 will be used in subsequent years to produce an updated Statistical Adjustment Model that generates an estimated value.

***SAM = The three values for WIOA Youth were calculated as part of DOLETA's "Statistical Adjustment Model" for PY20 and PY21, based on a combination of national and state-level data from PY17 and PY18 collected by DOL.

WIOA Youth Performance Definitions

Employment/Training 2nd Quarter After Exit: The percentage of Title I Youth program participants who are in education **or** training activities, **or** in unsubsidized employment, during the second quarter after exit from the program.

Employment/Training 4th Quarter After Exit: The percentage of Title I Youth program participants who are in education **or** training activities, **or** in unsubsidized employment, during the fourth quarter after exit from the program.

Credential Attainment: The percentage of those participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program. A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program.

Measurable Skills Gain: The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment. Depending on the type of education or training program, documented progress is defined as one of the following:

1. Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary education level;
2. Documented attainment of a secondary school diploma or its recognized equivalent;
3. Secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the State unit's academic standards;
4. Satisfactory or better progress report, towards established milestones, such as completion of OJT or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training; OR,
5. Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams.

Median Earnings: The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.

Youth Committee Information For PY 2020/SFY 2021

Provide a current Mission Statement and Work Plan for your Youth Committee
 Include a Current Youth Committee Membership List (see below for sample format). Add additional rows as needed. Indicate “Yes” or “No” in the right-hand column if the Youth Committee member is a voting member of the LWIB.

YOUTH COMMITTEE MEMBER NAME	ORGANIZATION/REPRESENTING (examples: business, education, community-based organizations, youth, parent, etc.)	Full LWDB Member?
Chair: <i>Barb Dahl</i> Phone Number: 952-496-8151 E-Mail: <i>BDahl@co.scott.mn.us</i>	Social Services Director, Scott County	Yes
Member Name: <i>Sally Haack</i> Phone Number: 952-428-2360 E-Mail: <i>Sally.Haack@allina.com</i>	Private Sector, Allina Health – St. Francis Regional Medical Center	Yes
Member Name: <i>Steve Buck</i> Phone Number: 612-802-9824 E-Mail: <i>buckdogg@charter.net</i>	Construction and General Laborers Local, 563	Yes
Member Name: <i>Joyce Essinger</i> Phone Number: 952-567-8105 E-Mail: <i>jeissinger@swmetro.k12.mn.us</i>	SouthWest Metro Intermediate District #288	No
Member Name: <i>Rich Wagner</i> Phone Number: 952-703-3180 E-Mail: <i>richard.wagner@state.mn.us</i>	DEED/Rehabilitation Services	Yes
Member Name: <i>Nandi Rieck</i> Phone Number: 651-423-7719 E-Mail: <i>Nandi.Rieck@district196.org</i>	ISD #196	No
Member Name: <i>Mary Jo Gardner</i> Phone Number: 651-450-3835 E-Mail: <i>MGardner@inverhills.edu</i>	Inver Hills Community College	No
Member Name: <i>Timothy Grimm</i> Phone Number: 651-772-8772 E-Mail: <i>tgrimm@ibew110.org</i>	St. Paul Area Electrical Union	Yes
Member Name: <i>Barry Davies</i> Phone Number: 651-484-1488 E-Mail: <i>barry@iron512.com</i>	Ironworkers Local 512	Yes
Member Name: <i>Anita Drentlaw</i> Phone Number: 952-223-2330 E-Mail: <i>adrentlaw@newmarketbank.com</i>	New Market Bank	Yes

Youth Service Provider Information For PY 2020/SFY 2021

Provide an updated list of all current youth service providers (see below for sample format). The information provided in this chart will be posted on the DEED website. Please be sure that the contact person's name, phone number and e-mail address are entered correctly for each service provider. Add additional rows for additional providers as needed.

Youth Service Provider/Contact	WIOA	MYP
HIRED, Inc. 217 Fifth Avenue North – Third Floor Minneapolis, MN 55401 Julie Brekke 612-287-1361 Julie.Brekke@HIRED.org www.hired.org Services in Dakota County	<p style="text-align: center;">Yes No</p> In-School? <input checked="" type="checkbox"/> <input type="checkbox"/> Out-of-School? <input checked="" type="checkbox"/> <input type="checkbox"/>	
Scott County Employment and Training 752 Canterbury Road S. Shakopee MN 55379-1840 Kari Ouimette 952-496-8540 KOuimette@co.scott.mn.us www.co.scott.mn.us Services in Scott County	<p style="text-align: center;">Yes No</p> In-School? <input checked="" type="checkbox"/> <input type="checkbox"/> Out-of-School? <input checked="" type="checkbox"/> <input type="checkbox"/>	<p style="text-align: center;">Yes No</p> Summer? <input checked="" type="checkbox"/> <input type="checkbox"/> Year-Round? <input checked="" type="checkbox"/> <input type="checkbox"/> OTS*? <input type="checkbox"/> <input checked="" type="checkbox"/>
Tree Trust 1419 Energy Park Dr. St. Paul, MN 55108 Jared Smith 952-767-3880 jareds@treetrust.org http://treetrust.org/ Services in Dakota County		<p style="text-align: center;">Yes No</p> Summer? <input checked="" type="checkbox"/> <input type="checkbox"/> Year-Round? <input type="checkbox"/> <input checked="" type="checkbox"/> OTS*? <input type="checkbox"/> <input checked="" type="checkbox"/>

Workplan: Youth Program Service Delivery Design
(Includes WIOA Young Adult and MYP)

IMPORTANT NOTE: The narrative section covers PY 2020 WIOA Young Adult and SFY 2021 for MYP. Please provide an answer after each question. This information becomes a part of both grant agreements with DEED.

1. Attach a copy of the most recent Request for Proposal(s) (RFP) issued by the WDA for WIOA Young Adult and the Minnesota Youth Program, as appropriate. If the LWDB has determined there is an insufficient number of eligible youth service providers based on Section 123(b) of WIOA law, please include a copy of appropriate board minutes and/or resolution stating as such.

Dakota County last issued an RFP on December 28, 2015 to contract for both MYP and WIOA Youth programming. See attachment.

2. Describe outreach and recruitment of:
 - Out-of-School Youth (“OSY”)
 - In-School Youth (“ISY”)

Dakota County and Scott County have established connections with local schools, county social services, and community-based organizations that serve both in school and out of school youth. As such, one of the main components of recruitment for our youth services is word-of-mouth. Community partners help spread the word of our current programming, while program staff and program alumni provide insight regarding the opportunities/support services available. Regular contact with school personnel strengthens collaboration while ensuring current program happenings (such as applications, eligibility, and enrollment) are communicated and shared with the youth they work with. In addition, youth program information is presented to the Dakota-Scott Workforce Development Board and its various committees resulting in extended outreach.

- Out-of-School Youth (“OSY”)

We have strong relationships with corrections, probation officers, social workers, homeless housing facilities, community centers and truancy staff for the recruitment of out of school youth. As a result, many of the youth they work with are referred to our programs.

 - *Social Services – Staff working with youth refer programs and services to those who are truant, in foster care, and/or disconnected.*
 - *Youth serving agencies –We conduct outreach to TreeHouse in Eagan/Apple Valley/Chaska, Lincoln Place (a shelter for homeless youth), the Link, Hubert H. Humphrey Job Corps, and other community partners to share information regarding our youth programs.*
 - *Dakota County Re-Entry Program (RAP) – This wraparound program assists*

- offenders leaving jail or prison and has been a good referral source for older youth. Scott County is a member of the local RAP team and receives referrals.*
 - *Community Corrections-- Probation services include employment and life skills preparation and support efforts with young clients, both in and out of school.*
 - *Dakota County Juvenile Services Center and Dakota County Sheriff's Office— Youth program staff participate in career fairs; providing work readiness training and mock interviews.*
 - *CareerForce Locations –Youth are provided with Employment & Training program information as well as information on Rehabilitation Services, and other resources/opportunities.*
 - *Income Maintenance Programs—These programs provide financial assistance as well as youth program referrals.*
 - *CAP Agency – Offers housing and youth programs which provide connections to needed resources (homeless).*
 - *Youth program information is available through social media pages and our county websites.*
 - *Adult Basic Education (ABE) — Adult Basic Education, GED, and English Language Learning (ELL) programs are also referral sources.*
- **In-School Youth (“ISY”)**

We have strong connections with local high schools and alternative schools which allow us to provide teachers, counselors and other school personnel with program information. Although we conduct outreach and recruitment for in-school youth it will be very limited as the priority is out of school youth.

 - *Alternative learning centers – We connect with staff prior to school enrollment for the identification of potential youth program participants.*
 - *County staff takes part in school hosted career events and provide career related workshops--each of which generates opportunities to share current employment and workforce information with youth in attendance.*
 - *Dakota-Scott CareerForce locations provide tours for local schools.*
 - *Program posters and flyers are displayed at CareerForce locations and school career centers as well as at other community locations frequented by youth. (This is an outreach/recruitment strategy for both in and out of school youth.)*
 - *Career counselors meet with youth at locations both in and out of school to develop relationships and goals that meet their individual needs.*
 - *Dakota County Community Transition Interagency Committee (CTIC) – Members of the committee includes parents and agency representatives from: social services, advocacy agencies, employment providers, school district transition programs, vocational programs, recreational programs and housing programs. The committee focuses on supportive transition services through community collaboration for youth.*

3. Describe eligibility determination process, including the WDA’s strategy for use of the “5% window” for all ISY and affected OSY participants whose income exceeds limits

(reminder: up to 5% of ISY and OSY participants (who require income eligibility) served by WIOA Young Adult program may be individuals who do not meet the income eligibility requirements, provided they fall within one or more of the categories described in WIOA Sec. 129 (C). See Chapter 2 of the WIOA Youth Administrative Policy.

In Dakota County, HIREd is contracted as the service provider. In Scott County, county staff provide youth services.

Referrals come in a variety of formats. Applications are available at alternative schools, CareerForce locations, and other youth-service organizations.

Youth fill out the application and either mail or drop it off at the various locations. The provider then contacts the youth and sets up an appointment. Frequently, during the appointment is where much of the information is gathered. Additional information from schools and/or parents is also requested. If the youth is already enrolled in another program (i.e., MN Family Investment Program) some information may be available from this source along with supplemental information we require.

Frequently there are additional steps to stabilize a youth prior to enrollment. Such activities may include: finding temporary housing, clothing and/or food, and basic needs.

Providers use the data validation guidelines when documenting eligibility and keep relevant copies in the case files.

We do use the 5% window. It is our practice to use this window sensibly, especially when the youth faces several barriers and when the income is only slightly over the Federal limit.

4. Identify the WDA's definition of "An individual who requires additional assistance to complete an education program or to secure and hold employment." The definition must be reasonable, quantifiable, and based on evidence that the specific characteristic of the participant identified objectively requires additional assistance. See Chapter 2 of the WIOA Youth Administrative Policy.

Our definition of "an individual who requires additional assistance to complete an education program or to secure and hold employment" will be a youth who is unemployed for at least six months and has not obtained a post-secondary credential. Counselors will make this determination and will document its use in case notes.

5. Describe the objective assessment process used to identify appropriate services and potential career pathways for young adults. Identify the assessment tools used by the WDA for all in-school and out-of-school participants.

All youth are assessed using a variety of assessments. Scott and Dakota County use the TABE, GAIN, Wide Range Achievement Test 4 (WRAT4) or CASAS for pre-testing of out of school youth. Tests are completed with each out-of-school youth participant through one-on-one interviews during their first or second meeting. Information is collected

about career and personal interests, educational and employment goals, barriers/challenges, and support needs. Following, assessment results are used in building their Individualized Service Strategy (ISS). Each youth receives individualized options of culturally appropriate services and career exploration activities that will help them learn about education and career options, identify in-demand jobs and understand the connection between education and employment.

Many participants also complete other assessments such as What Career Fits You, My Next Move, TRAITIFY and/or the MN Careers Interest Assessment. These assessments match career interests to various career fields. They also provide information on education requirements, current job outlooks, and wages.

Math and reading information for in-school youth is obtained from the schools during the application process. Program counselors work with resources at the school to address any deficiencies. In most cases, schools are already working with youth with deficiencies.

6. Describe process for developing the Individual Service Strategy (ISS) and use of the Individualized Education Plan (IEP), including provision of wraparound support services. If your WDA/service provider(s) incorporate “Guideposts For Success” with some (or all) of your participants, please discuss when and how it is used.

The Individual Service Strategy directly relates to the Objective Assessment and identifies goals for the youth to attain. Once an application is received and the Objective Assessment complete—the information is used to build the Individualized Service Strategy (ISS—the process is as described in #5). The ISS Form collects participant information about past employment, volunteer experience, educational experience, as well as life skills. Steps for achieving goals are in place and progress is formally recorded.

Copies of IEP's that are completed through the school for in-school youth are requested and kept in participant files. Many times, our programs take part in IEP planning and attend IEP meetings. They work closely with the special education department and vocational rehabilitation services as well as the student. Collaboration between school districts, program staff, employers, and participants is essential to maximizing resources, performance and overall impact.

7. Describe your strategy for providing integrated experiential learning, work-based learning, and work experience for participants.
Yes, we still have The Zone in our Career Lab.
Information in the Zone is updated to reflect changes in the job environment regarding career development and high-growth, in-demand occupations.

Examples of work-based learning include local Youth Build projects, private sector internships and work experience job placements.

In addition, the Youth Committee sponsors several camps/programs including Scrubs and Career Success. There are also various special events which provide hands-on exposure to various trade occupations.

8. Describe your strategy for introducing Career Pathways for young adults and process for providing current labor market information on high-growth, in-demand occupations in the region.

Career plans, training, and support services needs are identified in the ISS. Training plans are focused on demand occupations with local job opportunities. Counselors use varied resources to assist their clients in this process including labor market information, ETPL, updates from Workforce Strategy Consultants and staff training opportunities. The Workforce Development Board activities also provide information about the regional economy, skills gaps and future employment forecasts.

CareerForce locations offer tours to schools and educational representatives. These tours include opportunities for students to utilize some of the online resources and on occasion also include a list of resources to find and review. In addition, staff also presents information at local schools, student events and career fairs, as requested.

Scott County reviews the youth's career selections from their My Next Move online assessment. The youth select their 1st & 2nd choices from the five Job Zones. These two choices are then researched for experience/education, salary & demand of the occupations as well as job openings in the local area. This is also used for developing goals & ISS.

Youth providers consistently use the State LMI sites and regularly advise youth about growth careers and industries.

9. Attach a copy of the WDA's policy for developing Individual Training Accounts (ITAs) and indicate the date approved by the LWIB/Youth Committee.

Scott County and Dakota County do not plan to use ITAs.

10. Describe follow-up strategies for the WIOA Young Adult program and discuss any policy relating to extending beyond the statutory requirement of offering follow-up for at least 12 months after exit.

Follow up services for 12 months post program are provided to all WIOA Youth by all providers. These services are documented in WF1 and in case notes. All providers keep in touch with program alumni through mail, either through a newsletter or a post card or letters. Follow up contacts are also made by phone, email, personal visit, or text. Youth know that they may continue to call on their counselor after program exit and may re-enroll in the program if needed. Youth have received supportive services after exit, although, due to limited funding, this is rare.

11. Describe the Youth Incentive Policy and attach a copy of the most recent local incentive policy and when it was last approved by your LWIB/Youth Committee. Refer to 2 CFR 200.438 and [Chapter 18](#) “WIOA Youth Cost Matrix” for additional background.

Dakota and Scott County do not offer incentives/have an Incentive Policy.

12. Describe how co-enrollments will be facilitated for youth, including a summary of all funds that are “braided or blended” with participants beyond WIOA Youth Formula Grant funds and MYP funds.

Dakota County and Scott County may co-enroll older out of school youth in the WIOA Adult program for training support.

Southwest Metro Intermediate School 288 and Scott County collaborate in the administration of the Youth Build Program. The school provides all oversight of the program and instruction. The County provides wages, fringe benefits and workers’ compensation coverage for the summer Youth Build program.

13. Describe local partnerships to serve “opportunity youth” who have significant barriers to employment and/or youth who are under-served and under-represented in the workforce, including:

- **Dropouts and potential dropouts**
Strategies include maintaining a strong connection to alternative schools. In some instances, schools have referred students who are dropping out directly to youth counselors.
- **Youth with language and/or cultural barriers to employment**
Staff promote referrals from these groups and are sensitive to the needs of youth who are English language learners and/or who are new to our culture. Because our program is small, having a coordinated approach to serving groups of young people from one or another culture is not feasible. Our efforts must remain individually-based within our program.
- **Youth in foster care and aging out of foster care**
Both Scott and Dakota County youth counselors encourage referrals from County Foster Care agencies; often these referrals are for youth who are aging out of foster care. These have been good referrals for us. The youth are eager and engaged.
- **Homeless youth or runaways**
Serving homeless youth in our programs is challenging. These youth are likely to move without notice and to be unreachable for long periods of time. We have, nevertheless, sought these youth out for services and will continue to do so.

Resources and support are available generally to the youth homeless population through The Zone and through Safe Haven for Youth and Harbor Shelter,

transitional housing sites in Dakota County. We have strong connections with the supportive Housing Unit of Dakota County also. Scott County works with alternative schools, County Housing staff and the CAP Housing program to receive referrals and coordinate services.

There is a supportive housing unit for homeless youth or youth exiting foster care in Dakota County called Lincoln House.

Youth offenders and at-risk of involvement with the juvenile justice system Both Dakota and Scott County youth programs have a long history of working with adjudicated youth. Program participants in both counties have been referred through our corrections partners. Dakota County probation services includes employment and life skills preparation and support efforts with young clients, both in and out of school. For example, court-ordered work crews include discussing and practicing strategies such as controlling emotional reactions to social media provocations. Other youth can choose to work with community coaches who help youth learn how to fill out job applications, conduct mock interviews with them, and plan for getting to and from jobs. Dakota County also offers a Career Success program for both justice system-involved youth, and those involved in the child welfare system. In the program, youth meet once per week to do career assessments, tour possible employment sites, do a community service project, and master a specific life/employment skill such as First Aid/CPR.

- **Youth with disabilities**

We have a long and deep connection with providers of service to youth with disabilities. DEED Vocational Rehabilitation Services has been a part of the Youth Committee since it began as a Youth Council. We maintain a connection with the Community Transition Interagency Committee (CTIC). Our community connections for this group are very well-established.

- **Teen parents**

Youth program staff have a strong working relationship with MFIP counselors where teen parents are routinely referred to the Youth Program for co-enrollment. We collaborated on the Teen Parent Project in Dakota County and the New Beginnings program in Scott County.

Staff also receive referrals from minor parents attending alternative schools in Dakota and Scott Counties.

- **Youth of color and other under-served, under-represented youth populations**

Dakota and Scott Counties collaborate with youth serving organizations and programs including local schools serving these populations.

14. Describe how the Work Readiness Indicator will be implemented for youth participants and whether this is used for WIOA participants, MYP participants, or both. If the WDA

uses a standardized form for measuring and documenting work readiness skills, please attach a copy.

- **Approach to assuring work readiness skill attainment for youth participants**
In Dakota County, WIOA (HIRED) uses the SCANS process while MYP (Tree Trust) uses a standard work readiness tool across all their programs (See attached).

Scott County is using the SCANS Work Readiness Skills Assessment. The assessments are on the back of the youth timesheets. Worksite supervisors are to complete the assessment at the beginning of the work experience, when there is improvement or completion of a competency area, and once at the end. (See timesheet attached.)

- **Approach to assuring that the worksite supervisor evaluates work readiness skills of youth participants, including a process for documenting the employer's evaluation of the youth participant's work readiness skills**
Dakota County contractors and Scott County Worksite Supervisors are requested to complete the assessment at least twice during the youth work experience. Copies of the time sheets including the SCANS or Work Readiness Skills assessment are reviewed and documented in case files. Supervisor evaluation of the youth participant is also discussed at worksite monitoring meetings.

15. If the WDA is planning to provide Outreach to Schools activities in SFY 2021 as a component of MYP, please provide an overview and anticipated goals/objectives. See page 7 for additional discussion of OTS activities.

Neither Scott nor Dakota County plan to use an Outreach to Schools component.

16. Describe Youth-Focused Innovations/Best Practices, including (but not limited to):

- Attach the Shared Vision for Youth Blueprint to identify local interagency partnerships which serve the neediest youth and address the "opportunity gap", "achievement gap", and disparities in the workforce. (See attachment 4)
- **Private sector internships, on-the-job training, mentoring, job shadowing, pre-apprenticeship or apprenticeship training.**
Youth receive hands on experience in construction through Youth Build and a ten-hour OSHA certification in Scott County and in landscape and construction through Tree Trust in Dakota County. Scattered sites throughout the two counties offer hands on experience in a variety of fields.

In Dakota and Scott Counties most subsidized job placements are with the non-profit or government sector. Unsubsidized placements are usually with private sector companies that normally hire youth.

Private sector companies have participated in hiring events, local job, and career

fairs. We utilize Limited Internships with youth program participants. We continue to build more relationships with private sector employers in both counties.

- **Pre-Employment Transition Services (PRE-ETS project, if appropriate.**
Not currently being used.

- **Strategies implemented during the Disability Employment Initiative including: Integrated Resource Teams (IRTs); expanded collaboration with local partners, including Vocational Rehabilitation Services (VRS); and activities related to the “Guideposts for Success” such as employability skills/work experience, career preparation, leadership development, family engagement, and connecting activities.**

Youth Programs in Dakota and Scott County have always depended on our strong connections with other youth-serving organizations. For example, we have connections to several alternative and transitional schools. Youth counselors work with staff and youth to broaden the school’s offerings to include strong employment-related content, including application, resume, interview and other job-seeking elements. In turn, the school can offer our youth occupational skill training and other supports. Transitions Plus in Apple Valley, Cedar Alternative School in Burnsville, Guadalupe Area Project in South Saint Paul, Hastings High School and the SouthWest Metro Educational Cooperative and the local alternative school programs are just a few of the institutions where a partnership with our programs has proved vital. Youth are encouraged to participate in workshops and activities offered at local CareerForce sites.

We have also had great partnerships with our Vocational Rehabilitation Services colleagues. Many referrals come from this area and many of our youth receive services from both youth and Rehab programs. Staff are highly trained to work with youth with disabilities.

We have had many youth who are or have been in the foster care system. Foster parents know of our services, but we feel strongly that we must strengthen these ties. Likewise, social service agencies in both counties have referred youth, more often in Scott County. Here is another opportunity to strengthen a connection. In the year(s) to come, we will explore ways to complement services.

- **Strategies for coordinating with after-school and out-of-school time programming.**
Staff participate in and Community Transition Interagency Committees (CTIC) and IEP conferences.
- **Connections with MFIP and SNAP partners to assure policy alignment for youth under age 25.**
Scott County Employment and Training and Dakota County completes quarterly case reviews and outreach efforts to identify Out of School Youth (OSY) under age 25 and SNAP participants who may benefit from OSY service.

17. Describe the WDA's approach to making each of the 14 required youth Program Elements available to participants in WIOA. Briefly describe the following for each of the 14 required elements:

- a. Who provides the service. If another agency (or agencies) provide these services, describe the scope of service(s) provided and how the WDA ensures participants are receiving appropriate service levels.**

All youth participating in WIOA and MYP have Individual Service Strategies (ISS). The ISS directly relates to the objective assessment conducted at program enrollment and identifies goals for the youth to attain. The ISS form used by the WDA and the Scott County MYP program allows the counselor to collect participant information about past employment, volunteer experience, educational experience, and life skills. The youth participant receives an individualized list of service options and career exploration activities. The ISS is jointly written by the youth participant and the counselor as goals related to education, employment and life skills are set. The ISS acts as a "living" document that allows both the youth and the counselor to track progress as well as the opportunity to make modifications as the need arises.

Collaboration among school districts, program staff, employers, and participants is maintained. Copies of IEPs completed through the school for in-school youth are requested and kept in participant files.

A completed ISS for WIOA indicates:

- In which of the 14 program elements the youth will participate;*
- The participant understanding of Labor Market Information;*
- The establishment of credential attainment goals as appropriate;*
- A career pathway for education and/or employment;*
- The use of an objective assessment in the creation of the ISS;*
- The process for updating the ISS as appropriate; and*
- The active participation of the youth in the creation of the ISS.*

- b. If the service is provided by another agency (or agencies), describe how they were selected, what kind of MOU exists between the WDA and the provider.**

For Dakota County, the Request for Proposal (RFP) process is opened every five years. The last RFP for youth services was issued on December 28, 2015. In the review process, a committee of Youth Committee members and Dakota County staff reviews the proposals and makes recommendations to the full Workforce Development Board. Currently, Dakota County contracts with Tree Trust for the Minnesota Youth Program and with HIRED for the WIOA Youth Program.

Scott County provides all of the services directly and has not subcontracted for services in the most recent program year.

- c. **Summarize whether or not WIOA youth funds are used, and/or other funding sources are braided or blended to offset some (or all) of the cost of delivering that particular service.**

Dakota County and Scott County may co-enroll older out of school youth in the WIOA Adult program for training support (also see question 12).

- d. **Summarize how the required program element is delivered to participants and any “best practices” associated with that element.**

All 14 WIOA required program elements are incorporated into services and available to participants in a manner assuring youth attainment in skill acquisition, high school completion, placement, retention, and advancement. For Scott County, this provision of services is done directly by county staff and referrals are made to community resources for some elements. For Dakota County, HIRED provides the 14 program elements.

- e. **The required 14 WIOA Young Adult Program Elements [P.L 113-128, Sec 129(c)(2) and individually defined and discussed in the final rules at 20 CFR 681.460]:**

- i. **Program Element 1: Tutoring, study skills training, instruction and dropout prevention services**

Counselors check in with school staff obtaining students’ attendance and grades and discuss material with participants. Counselors provide information for GED preparation and testing as well as transportation options. Counselors talk with the youth about time management and study habits.

- ii. **Program Element 2: Alternative secondary school services or dropout recovery services**

Staff assists youth in finding alternative school options if they are looking to return to school. South St. Paul CLC, DCALS, Tokata, SouthWest Metro, North and South, and Burnsville Alternative are a few of the places Counselors have connected youth to for schools and for credit recovery options. Counselors have also connected youth with Adult Basic Education Services for obtaining GEDs.

- iii. **Program Element 3: Paid and unpaid work experience**

HIRED and Scott County provide paid work experiences for both in-school and out-of-school youth. These are 10-12 week opportunities. The YMCA in West St. Paul and in Eagan, TJMAXX in Burnsville and in Eagan, and Elpis Enterprises are a few places HIRED has established partnerships in

which to place youth for subsidized employment. Scott County has placed youth at YouthBuild, Local Schools and the Best Western hotel.

iv. Program Element 4: Occupational skill training

CNA, Phlebotomy, Registered Nurse, Auto Technician, Cosmetology, Information Technology, Forklift Certification, Hospitality, Green Construction, and Culinary are a few of the options Counselors continue to use for occupational skills training for youth.

v. Program Element 5: Education offered concurrently with workforce preparation and training for a specific occupation

After completing various assessments, Counselors speak with youth about educational opportunities based on the results and interests. They have also connected youth with working adults to ask questions about their careers.

vi. Program Element 6: Leadership development opportunities

Several participants have spoken at HIRED/Dakota-Scott County events talking about their experiences resulting in networking opportunities for attendees. Several youth have participated in filming videos for various events talking about their program experiences. Counselors have helped youth find various supportive groups near their homes such as AA, mental health groups (NAMI), etc.

vii. Program Element 7: Supportive services

HIRED and Scott County provide support services to youth participating in the program. Support Services have helped youth:

- Purchase interview and/or work clothes;*
- Acquire birth certificates;*
- Acquire photo identification;*
- Acquire bus-light rail cards/tokens; and*
- Purchase gas for their car*

viii. Program Element 8: Adult mentoring

Counselors mentor youth participants for a minimum of 12 months (often times longer) with training on soft skills, basic skills, education and employment. Correspondence typically occurs in the form of text messages, phone calls, emails, and/or in-person.

ix. Program Element 9: Follow-up services

Counselors provide follow-up with clients for 12 months after program exit. Correspondence typically occurs in the form of texts, phone calls, emails and/or in person.

x. Program Element 10: Comprehensive guidance and counseling

Counselors have provided assistance in:

- *Applications for food and medical benefits;*
- *Housing;*
- *Education (high school and postsecondary);*
- *Financial literacy;*
- *Driver's education;*
- *Soft skills development;*
- *Life skills development; and*
- *Employment skills*

xi. Program Element 11: Financial literacy education

HIRED and Scott County have helped clients:

- *Open checking and savings accounts;*
- *Develop budgets;*
- *Understand credit; and*
- *Acquire unsecure and secure credit cards.*

HIRED has used "The Mint" and "Practical Money Skills" in providing financial literacy education. Scott County has used the Money Smart Program, The Mint and other resources.

xii. Program Element 12: Entrepreneurial skills training

For youth participants who express interest in owning their own businesses, The Counselor works with them to develop business plans. HIRED connects them with business owners to learn about what it means to own businesses.

xiii. Program Element 13: Services that provide labor market information

The "What Career Fits You" assessment and the MN Career Assessment are completed by youth along with a HIRED counselor. "My Next Move", CAREERwise and other resources may be used. After assessment is completed by the youth participant, the participant and the counselor review the results and based on the interest profiles, career options are explored. Using the MN Career book, various careers, the job outlook, needed education and training, and wage information are discussed

xiv. Program Element 14: Postsecondary preparation and transition activities

Counselors have helped set up college tours/orientations for youth at several local postsecondary educational facilities. Counselors have also helped youth complete FAFSA forms and look into scholarship opportunities. The "Power of You" has been an option for some of the

youth graduating from participating in the program. Counselors have brought a few clients to Technical and Community Colleges to meet with admissions and financial aid before enrolling in college.

[Attachment 4]

MINNESOTA BLUEPRINT FOR SHARED VISION FOR YOUTH
Interagency Projects Supporting Positive Outcomes for At-Risk Youth

Vision: “By age 25, Minnesota’s young people will be ready for the responsibilities and rewards of economic self-sufficiency, healthy family and social relationships, community involvement, stable housing and life-long learning.”

MISSION STATEMENT: *State and local agencies will collaborate to assure that Minnesota’s neediest youth will acquire the talents, skills, and knowledge necessary to ensure their healthy transition to successful adult roles and responsibilities.*

Outcomes				
Improve Transition Outcomes for Ex-Offenders	Improve Transition Outcomes for Youth Aging Out of Foster Care	Improve Transition Outcomes for Youth with Disabilities	Prevent and End Homelessness	Reduce High School Dropout Rates
Strategies				
<p>Build job readiness, job search and job skills to secure employment. Reach out to Community Corrections, Probation and jail-based programs to coordinate and provide services. Identify employment opportunities for those with a criminal record. Build awareness about offenses and how they impact employment and housing opportunities. Provide coordinated case management and wrap around services.</p> <p>Partners include: Community Corrections, Probation, Juvenile</p>	<p>Reach out to the foster care community to promote youth activities and coordinate services while youth are in care and when they age out of the foster care system. Provide coordinated case management and wrap around services. Identify worksite mentors and opportunities to be active in the community.</p> <p>Partners include: County Foster Care, Foster Care Providers, Corrections, Probation, Juvenile Facilities, County Jails, Adult Basic Education, DEED Job</p>	<p>Build job readiness, job search and job skills to assist youth with disabilities to secure employment. Provide coordinated case management and wrap around services with multiple service providers and school staff to preparing youth to transition from school to the world of work. Provide career exploration, work experience, training and Reality Store activities. Identify resources for job coaches and mentors. Support ADA accommodation and accessibility training.</p>	<p>Identify and address barriers to stable housing. Provide referrals and coordination of services with housing related programs. Participate in Coordinated Community Assessments. Promote financial literacy training including strategies for renting or buying a home. Support landlord and tenant training.</p> <p>Partners include: Community Corrections, Juvenile Facilities, County Jails, Adult Basic Education, DEED Job Services, DEED Rehabilitation Services, State Services for the Blind,</p>	<p>Promote high school completion and GED attainment goals for youth and young adults. Provide work experience activities that combine with educational activities resulting in High School credit recovery for youth. Require school attendance to continue work experience jobs.</p> <p>Partners include: Community Corrections, Juvenile Facilities, Adult Basic Education, DEED Job Services, DEED Rehabilitation Services, State Services for the Blind, State Deaf and Hard of Hearing Services, County</p>

Outcomes				
Improve Transition Outcomes for Ex-Offenders	Improve Transition Outcomes for Youth Aging Out of Foster Care	Improve Transition Outcomes for Youth with Disabilities	Prevent and End Homelessness	Reduce High School Dropout Rates
Strategies				
Facilities, County Jails, Adult Basic Education, DEED Job Services, DEED Rehabilitation Services, County Social Services, Mental Health Providers, Faith Community, CAP Agencies, Families Moving Forward	Services, DEED Rehabilitation Services, County Social Services, Mental Health Providers, Faith Community, local secondary, alternative and postsecondary schools, CAP agencies,	Partners include: Providers of services to individuals who have a disability, Juvenile Facilities, County Jails, Adult Basic Education, DEED Job Services, DEED Rehabilitation Services, State Services for the Blind, State Deaf and Hard of Hearing Services, County Social Services, Mental Health Providers, Faith Community, CAP agencies, local secondary, alternative and postsecondary schools, PACER, Community Interagency Transition Committees	State Deaf and Hard of Hearing Services, County Social Services, Mental Health Providers, CAP Agencies, Families Moving Forward, Lincoln Place, The Link (Passageways), Community Development Agencies, Housing Collaborative and Grants	Social Services, Mental Health Providers, local secondary, alternative and postsecondary schools, CAP Agencies, Families Moving Forward

WORK READINESS TOOL FOR THE SUNDANCE RESEARCH COHORT

EMPLOYER NAME:		EMPLOYEE EVALUATION			
Participant Name:		Worksite:			
Participant Job Title:		Worksite Supervisor/Reviewer:			
Start Date:		Current Review Date:			
FOUNDATION SKILL	PERFORMANCE EXPECTATIONS	Performance Improvement Plan Needed (1)	Needs Development (2)	Proficient (3)	Exemplary (4)
See page 3 for more detailed grading descriptions					
ATTENDANCE	Understanding work expectations for attendance and adhering to them. Notifying supervisor in advance in case of absence.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PUNCTUALITY	Understanding work expectations for punctuality. Arriving on time for work, taking and returning from breaks on time, and calling supervisor prior to being late.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WORKPLACE APPEARANCE	Dressing appropriately for position and duties. Practicing personal hygiene appropriate for position and duties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TAKING INITIATIVE	Participating fully in task or project from initiation to completion. Initiating interaction with supervisor for next task upon completion of previous one.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUALITY OF WORK	Giving best effort, evaluating own work, and utilizing feedback to improve work performance. Striving to meet quality standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMUNICATION SKILLS	Speaking clearly and communicating effectively – verbally and non-verbally. Listening attentively. Using language appropriate for work environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSE TO SUPERVISION	Accepting direction, feedback, and constructive criticism with positive attitude and using information to improve work performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEAMWORK	Relating positively with co-workers. Working productively with individuals and teams. Respecting diversity in race, gender, and culture.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROBLEM-SOLVING/ CRITICAL-THINKING	Exercising sound reasoning and analytical thinking. Using knowledge and information from job to solve workplace problems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WORKPLACE CULTURE POLICY AND SAFETY	Demonstrating understanding of workplace culture and policy. Complying with health and safety rules. Exhibiting integrity and honesty.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SPECIFIC WORKPLACE AND CAREER SKILL	PERFORMANCE EXPECTATIONS	(1)	(2)	(3)	(4)
ENGAGEMENT IN “SOMETHING MEANINGFUL”	<i>Either attending high school, completing high school degree, completing a GED, applying to/accepted into/attending a post-secondary institution (e.g. college, technical school, etc.), applying to/maintaining paid employment, or engaging in “professional volunteering” (E.g., Peace Corp, VISTA, internship, etc.), or entering the military.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FINANCIAL SELF-SUFFICIENCY	<i>Creating and adhering to a budget or being able to do so, earning or taking steps to earn a living wage, and having and regularly contributing to personal savings or taking steps toward doing so</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JOB APPLICATION/ EMPLOYABILITY SKILLS	<i>Has skills necessary to secure a job, including ability to effectively locate open positions, identify positions that are a good match for them, write a resume, complete a job application, write a cover letter, and engage in an interview.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Employers may add as many or few additional skills as they see fit based on the position.</i>	TOTAL SCORE _____ <i>(add 4-box total; average score = total/# of skills)</i>	# checked X 1 Total: _____	# checked X 2 Total: _____	# checked X 3 Total: _____	# checked X 4 Total: _____
<p style="text-align: center;">To meet work readiness skill attainment:</p> <p>(1)* employee must have an overall average score that is “proficient” (3.0) or employee must meet “proficient” standard in 80% of the total categories listed.</p> <p>(2) supervisor MUST verify that performance on job was satisfactory.</p> <p>(3) employee must not have been fired from this work experience.</p> <p><small>*Examples: If there are 10 skill categories, participant must have a minimum score of 30 (3 x 10) out of a possible 40 or be proficient in at least 8 of the 10 categories. If an employer chose 15 skills to measure, participants would need minimum score of 45 (3 X15) out of a possible 60 or be proficient in at least 12 of the 15 categories.</small></p>		<p>Employee had satisfactory work performance and has met minimum total score:</p> <p>Employer Signature: _____</p> <p>Employee Signature _____</p> <p>Date: _____ (see page 2 for comments)</p>			

Review Comments/Goals:

Employer

Initials: _____

TIPS FOR IMPLEMENTING WORK READINESS TOOL

- **FLEXIBILITY:** This work readiness tool is modifiable to best meet employer’s needs. Ten foundation skills have already been listed. Employers may measure all or most of these skills and are also encouraged to add any additional workplace and career skills.
- **SAMPLE SKILLS:** Listed below are examples of potential additional skills.

Occupation/Technical Skills	Academic Skills	Leadership Skills	Business Skills
-- Occupation-specific skills -- Industry-sector skills -- Industry-wide skills -- Understanding all aspects of an industry	-- Written communication -- Reading and reviewing -- Mathematics and data analysis -- STEM: science, technology, engineering, and mathematics -- Basic computer skills	-- Leadership -- Creative thinking/innovation -- Project management -- Teaching and instructing	-- Customer service skills -- Telephone skills -- Planning and organizing -- Scheduling & coordinating -- Using computer applications

- **PREPARATION:** Employers should review tool with the youth on or prior to the first day of the work experience. Depending on the number of youth at a worksite and the employer’s discretion, this can be done as part of an employer-led group orientation or individually with each young worker. At the conclusion, each youth should have a clear understanding of their job description and expectations, what work readiness skills they will be measured on, and how often they will be measured.
- **FREQUENCY:** It is recommended that employers conduct more than one evaluation. Benefits of administering bi-weekly or “mid-point” assessments include the ability for employers to: offer youth constructive feedback; formally recognize positive work performances; address small issues before they become larger ones; and formally communicate youth performance with local program staff to ensure added support. An additional benefit is that local areas may be able to document the work readiness progress if a participant who has already proven to be proficient in work readiness leaves the program prior to its end.
- **FIRST EVALUATION:** The first evaluation can also be used as a helpful diagnostic and developmental tool that is maximized when delivered within the first two or three weeks. For participants experiencing challenges and have received a “1” in any category, a performance improvement plan should outline a set of goals in the comment section. In the past, some employers have had youth first assess their own performance and use any gaps in assessments to promote positive communication.
- **GRADING SCALE:** A grading scale of foundation skills has been listed on page 3 for employer convenience. To add any additional skills, employers can copy the language in the “general key” and modify as they see fit.

Sources: Tool content and design is based on three general sources encompassing public study, private research, and practical local application.

(1) US Dept. of Labor – ETA’s “ Building Blocks for Competency Models” http://www.careeronestop.org/CompetencyModel/pyramid_definition.aspx

(2) Employer research collaboration of The Conference Board, Partnership for 21st Century Skills, Corporate Voices, & Society for HR Management includes online-accessible reports: “New Graduates’ Workforce Readiness”, “Are They Really Ready to Work?”, and “The Ill-Prepared US Workforce”.

(3) Sample tool design is based most closely on the Massachusetts Work-Based Learning Plan (<http://www.skillslibrary.com/wbl.htm>). The Seattle King County’s Learning and Employability Profile, and other tools from the 2009 Summer Youth Employment Initiative under the American Recovery and Reinvestment Act were also utilized. For more info, see: “Tips on Measuring Work Readiness” www.workforce3one.org/view/5000910643776065645/info

EMPLOYEE EVALUATION GRADING SCALE

ATTENDANCE

Perf. Improvement Plan Needed	Needs Development	Proficient	Exemplary
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Excessive absences consistently impact work performance. Additional training is needed.	Below 90% attendance, but participant seeks out opportunities to make up missed work.	Maintains 90% attendance and notifies supervisor ahead of time prior to absence.	100% attendance or missed one day with valid reason that did not occur during first two weeks.
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PUNCTUALITY

Perf. Improvement Plan Needed	Needs Development	Proficient	Exemplary
Excessive lateness consistently impacts work performance. Additional training is needed.	Inconsistent in arriving to work, returning from breaks on time, and calling supervisor prior to lateness.	Arrives to work & returns from breaks on time with rare exception. If late, calls supervisor ahead of time.	Perfect or near perfect in arriving for work and returning from breaks on time. Model for other workers.

WORKPLACE APPEARANCE

Perf. Improvement Plan Needed	Needs Development	Proficient	Exemplary
Has not yet demonstrated appropriate appearance and/or personal hygiene for position and duties.	Inconsistent in demonstrating appropriate appearance and/or personal hygiene for workplace.	Dresses appropriately and practices hygiene for position and duties with rare exception.	Consistent display of professional appearance and hygiene serves as a model for other workers.

TAKING INITIATIVE

Perf. Improvement Plan Needed	Needs Development	Proficient	Exemplary
Reluctant to begin tasks without significant staff intervention. Needs frequent reminders. Additional training may be needed.	Inconsistently begins or remains on task. Needs occasional prompting. Often satisfied with bare minimum performance.	Begins and remains on task until completion with rare exception. Can work independently. Initiates interaction for next task.	Consistently begins/remains on task until completion, and initiates interaction for next task. Can work independently, and leads others.

QUALITY OF WORK

Perf. Improvement Plan Needed	Needs Development	Proficient	Exemplary
Has not yet given best effort. Rarely evaluates work and utilizes feedback. Completes work inconsistently. Additional training may be needed.	Uneven work quality. Sometimes evaluates own work and utilizes feedback, but inconsistent in meeting quality standards.	Quality of work meets expectations. Evaluates own work, and utilizes employer feedback to improve performance.	Quality of work often exceeds expectations. Consistently gives best effort. Evaluates own work and utilizes employer feedback.

COMMUNICATION SKILLS

Perf. Improvement Plan Needed	Needs Development	Proficient	Exemplary
Seldom speaks clearly or listens attentively. Repeatedly uses inappropriate language for the workplace. May need additional training and support.	Inconsistent in communicating in manner and language appropriate for workplace. Inconsistent in effort to speak clearly or listen attentively.	Demonstrates positive oral and non-verbal communication with rare exception. Listens attentively and uses language appropriate for workplace.	Consistently demonstrates positive oral/non-verbal communication skills. Speaks clearly and listens attentively, Can effectively present to a group if needed.

RESPONSE TO SUPERVISION

Perf. Improvement Plan Needed	Needs Development	Proficient	Exemplary
Reluctant to accept feedback and constructive criticism from supervisor. Responds with poor verbal or non-verbal communication. Additional training may be necessary.	Inconsistent in accepting direction, feedback, and constructive criticism from supervisor. Shows potential for improvement.	Accepts direction and constructive criticism with positive attitude with rare exception. Uses feedback to improve work performance.	Consistently accepts direction and constructive criticism with positive attitude. Uses feedback to improve work performance, and provides new and useful ideas to employer.

TEAMWORK

Perf. Improvement Plan Needed	Needs Development	Proficient	Exemplary
Has not yet demonstrated appropriate group behaviors. Improvement needed in treating others with respect. Rarely contributes to group efforts. Additional training may be necessary.	Inconsistent in promoting positive group behaviors amongst coworkers, and in contributing to group efforts. Shows potential for improvement.	Works well with co-workers, is respectful, and contributes to group efforts with rare exception. Respects diversity within the workplace.	Consistently facilitates positive group dynamics. Demonstrates leadership that plays a significant role in success of group efforts. Promotes larger group unity.

PROBLEM-SOLVING/CRITICAL THINKING

Perf. Improvement Plan Needed	Needs Development	Proficient	Exemplary
Makes little or no effort to use knowledge learned from the job to solve workplace problems.	Inconsistent in using sound reasoning to solve work problems. Shows potential for improvement.	Uses sound reasoning, and job knowledge to solve workplace problems. Shows initiative in improving skills.	Consistently applies sound reasoning to solve work problems. Identifies potential problems before they can occur.

WORKPLACE CULTURE, POLICY AND SAFETY

Perf. Improvement Plan Needed	Needs Development	Proficient	Exemplary
Has not demonstrated understanding of workplace policies/ethics. Has not completed applicable training on workplace .	Inconsistent in demonstrating understanding of workplace culture, policies, and safety rules.	Demonstrates understanding of workplace policies. Completed safety training if applicable, and adheres to rules. Exhibits honesty and integrity.	Shows clear understanding of work policies and safety rules. Exhibits honesty and integrity. Has completed applicable safety trainings and has led coworkers.

ENGAGEMENT IN SOMETHING MEANINGFUL

Perf. Improvement Plan Needed	Needs Development	Proficient	Exemplary
Isn't working towards any of the following: completing high school or obtaining a GED, attending a post-secondary institution, entering the military, or participating in a professional volunteering opportunity.	Is working towards one of the following, but needs substantial support to be successful: completing high school or obtaining a GED, attending a post-secondary institution, entering the military, or participating in a professional volunteering opportunity	Either is (a) in high school and doing just enough to graduate; (b) completing a GED; (c) applying to the military, jobs, a "professional volunteering" opportunity, or a post-secondary institution.	If person is in high school, then he/she is on target to graduate with honors or with other notable accomplishments. If person has completed high school or a GED, either is (a) accepted into or is attending a post-secondary institution and is on track to graduate, (b) participating in the military or a professional internship and is doing well, or (c) has secured or is maintaining employment.

FINANCIAL SELF-SUFFICIENCY

Perf. Improvement Plan Needed	Needs Development	Proficient	Exemplary
Is not yet demonstrating or developing the skills and commitment required for planning and adhering to a budget, maintaining a living wage job, and creating and contributing to a personal savings. May need additional training.	Inconsistent in demonstrating and developing the skills and commitment required for planning and adhering to a budget, maintaining a living wage job, and creating and contributing to a personal savings, and development is needed.	With rare exception, demonstrates the skills and commitment required for planning and adhering to a budget, maintaining a living wage job, and creating and contributing to a personal savings, and shows initiative in improving skills.	Consistently demonstrates skills and commitment required for planning and adhering to a budget, maintaining a living wage job, and creating and contributing to a personal savings required for the position. Often exceeds expectations.

JOB SEEKING SKILLS/EMPLOYABILITY SKILLS

Perf. Improvement Plan Needed	Needs Development	Proficient	Exemplary
Is not yet demonstrating or developing the skills needed to apply for a job successfully, such as being able to effectively locate open positions, identify positions that are a good match for them, write a resume, complete a job application, write a cover letter, and engage in an interview; and needs to have a formal plan for improving skills. May need additional training.	Inconsistent in demonstrating and developing skills needed to apply for a job, such as being able to effectively locate open positions, identify positions that are a good match for them, write a resume, complete a job application, write a cover letter, and engage in an interview; and development is needed.	Has the basic skills required to apply for a job, such as being able to effectively locate open positions, identify positions that are a good match for them, write a resume, complete a job application, write a cover letter, and engage in an interview; and shows initiative in improving skills.	Has the basic skills necessary for applying for a job, and is either exemplary in one or more of the required areas or has secured a job using these skills (i.e., being able to effectively locate open positions, identify positions that are a good match for them, write a resume, complete a job application, write a cover letter, and engage in an interview)..

GENERAL KEY

Perf. Improvement Plan Needed	Needs Development	Proficient	Exemplary
Is not yet demonstrating the skills required for the position and needs to have a formal plan for improving skills. May need additional training.	Inconsistent in demonstrating and developing skills for the position, but development is needed.	Demonstrates the skills required for the position with rare exception, and shows initiative in improving skills.	Consistently demonstrates skills required for the position. Often exceeds expectations and has emerged as leader that improves overall team.
<i>This general key is adaptable for employers to copy, paste in boxes on page 1, and modify accordingly for job-specific skills.</i>			

Scott County Youth Employment Program

Name: _____
 Worksite: _____
 Worksite phone: _____

Week beginning ____/____/____
 Month Day Year

Date	IN	Lunch Break		OUT	Hours
		Out	In		
MON					
TUES					
WED					
THU					
FRI					
SAT					
SUN					

Week beginning ____/____/____
 Month Day Year

Date	IN	Lunch Break		OUT	Hours
		Out	In		
MON					
TUES					
WED					
THU					
FRI					
SAT					
SUN					

TOTAL HOURS _____

I HEREBY VERIFY THAT THE HOURS SHOWN ABOVE ARE THE HOURS ACTUALLY WORKED AND ARE THE HOURS THAT ARE TO BE PAID.

EMPLOYEE _____ DATE: _____

SUPERVISOR: _____ DATE: _____

TIMESHEET INSTRUCTIONS

WRITE LEGIBLY AND BE ACCURATE

DO NOT FAX

Employee must write clock hours, **IN** and **OUT**, each day. Please use pen.

No more than 8 hours a day.

Half-hour lunch break must be taken, without pay, when the time at the worksite exceeds 6 hours. Employee must write the clock hours **OUT** and **IN** for lunch time taken.

All entries must be clear with no scratch-outs or numbers written over. Do not use white-out

Total hours in right hand column must be figured in whole or quarter numbers, to the nearest quarter hour (7.5, 6.25, 5.75, etc.).

If absent, enter "ABSENT" for that day and reason why.

At the end of each payroll period, review the timecard.

Worksite supervisor must verify hours and sign the card.

Employee must sign the card.

Supervisor should send the timecard in, according to the schedule on this timecard.

2019 Youth Payroll		
Pay Period	Time Sheet Due	Checks Mailed This Date
4/8/19-4/21/19	4/24/19	5/3/19
4/22/19-5/5/19	5/8/19	5/17/19
5/6/19-5/19/19	5/22/19	5/31/19
5/20/19-6/2/19	6/5/19	6/14/19
6/3/19-6/16/19	6/19/19	6/28/19
6/17/19-6/30/19	7/3/19	7/12/19
7/1/19-7/14/19	7/17/19	7/26/19
7/15/19-7/28/19	7/31/19	8/9/19

For Office Use Only	
<input type="checkbox"/> WIOA IN SCHOOL _____	HTE320 _____
<input type="checkbox"/> WIOA OUT OF SCHOOL _____	HTE330 _____
<input type="checkbox"/> MN YOUTH PROGRAM _____	HTE740 _____
TOTAL NUMBER OF HOURS : _____	
STAFF SIGNATURE _____	DATE _____

Work Readiness Skills	Check all that apply	Task List specific tasks performed	B=Beginner I=Improving M=Mastering
Be on time	<input type="checkbox"/>		
Regular attendance	<input type="checkbox"/>		
Return from breaks on time	<input type="checkbox"/>		
Report work hours accurately	<input type="checkbox"/>		
Signs in on timesheet	<input type="checkbox"/>		
Notify staff of absences	<input type="checkbox"/>		
Takes responsibility for actions	<input type="checkbox"/>		
	<input type="checkbox"/>		
Work on a team	<input type="checkbox"/>		
Cultural diversity - Work w/other ages, races	<input type="checkbox"/>		
Positive work habits	<input type="checkbox"/>		
Work Independently as needed	<input type="checkbox"/>		
Take pride in work – Quality of work	<input type="checkbox"/>		
Accepts constructive criticism	<input type="checkbox"/>		
Adapts to change or new assignments	<input type="checkbox"/>		
Tolerates repetitive activities	<input type="checkbox"/>		
Correct error in instructions	<input type="checkbox"/>		
Staff - Who does what?	<input type="checkbox"/>		
Follow instructions	<input type="checkbox"/>		
	<input type="checkbox"/>		
Cooperate	<input type="checkbox"/>		
Motivated	<input type="checkbox"/>		
Handle feelings appropriately	<input type="checkbox"/>		
Initiative	<input type="checkbox"/>		
Appearance - Dress appropriately	<input type="checkbox"/>		
Social - Get along with coworkers	<input type="checkbox"/>		
Integrity/Honesty	<input type="checkbox"/>		
Organize	<input type="checkbox"/>		
	<input type="checkbox"/>		
Use computers	<input type="checkbox"/>		
Cleans up work area	<input type="checkbox"/>		
Choose the right tools	<input type="checkbox"/>		
Use tools properly	<input type="checkbox"/>		
Follow safety rules	<input type="checkbox"/>		
Report injuries	<input type="checkbox"/>		
Troubleshoot	<input type="checkbox"/>		
Complete assigned tasks	<input type="checkbox"/>		
File & update files	<input type="checkbox"/>		
	<input type="checkbox"/>		
Serve Customers - Greet	<input type="checkbox"/>		
Answer questions	<input type="checkbox"/>		
Read & ask questions	<input type="checkbox"/>		
Reading, writing, math, listening, speaking	<input type="checkbox"/>		
Problem solving, creativity, reasoning	<input type="checkbox"/>		

Youth/Young Adult Retrospective Survey

First Name: _____ **Last Name:** _____ **Date:** _____.

Tree Trust is interested in learning how this experience helped you to grow as a leader and community member. The next questions ask you to think about your skills, knowledge and experiences **BEFORE** you participated in this program, and **NOW**, after having participated. Remember, it's okay to have limited experience in many of these categories. There are no right or wrong answers. Thank you for your feedback!

Think back to **BEFORE** participating in {Program Name}. Please rate your level of agreement/disagreement with the following statements.

Now rate your agreement/disagreement with the following statements **NOW**, after having participated in {Program Name}

HOW DID YOU FEEL BEFORE?

HOW DO YOU FEEL NOW?

	HOW DID YOU FEEL BEFORE?				→	HOW DO YOU FEEL NOW?			
	Strongly Agree	Agree	Disagree	Strongly disagree		Strongly Agree	Agree	Disagree	Strongly disagree
1a. I think it is important to listen to and value the opinions of others.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	b.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
2a. I have the skills and experiences needed to be a mentor for other youth.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	b.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
3a. I feel supported in pursuing my personal goals.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	b.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
4a. I am confident.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	b.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
5a. I can handle stressful situations.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	b.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
6a. I am willing to stand up for what is right.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	b.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
7a. There are people in my life I can depend on when I need help.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	b.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
8a. I feel like I am part of a community.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	b.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
9a. I believe young people can make a difference in the community.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	b.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
10a. When I have a problem there is an adult that I can talk to.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	b.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
11a. I know what I can do to help make the community a better place.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	b.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
12a. I know how to get along with other young people.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	b.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
13a. I feel comfortable speaking in front of a group of people.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	b.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
14a. I have identified future goals for myself.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	b.	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1

15. How have you changed as a result of Tree Trust, or how has Tree Trust impacted your life?

16. What is one thing you would change about Tree Trust?

17. Would you recommend Tree Trust to your friends?

- ¹ Yes
- ² Maybe
- ³ No

18. How would you rate your overall experience with Tree Trust?

- ¹ Excellent
- ² Very good
- ³ Average
- ⁴ Below average
- ⁵ Poor

19. What was the best part of your experience at [Program Name]?

**Dakota Scott Workforce Investment Board
Dakota County Workforce Services**



Request for Proposals for Employment Programs to fulfill the requirements of the Workforce Innovation and Opportunity Act (Public Law 113-128) and MN Statute 116L.561

**Proposals are due by 4:00 p.m. (CST), January 21, 2016.
Please submit one (1) original proposal and nine (9) hard copies to:**

Luke Van Horn
Dakota County Community Services
One Mendota Road West, Suite 500
West Saint Paul MN 55118-4773
651.554.5783
luke.vanhorn@co.dakota.mn.us

For additional information contact:

Jill Pittelkow
651.554.6565 (fax)
jill.pittelkow@co.dakota.mn.us

Dakota County WIOA Youth and MYP Request for Proposals

I. Purpose:

This RFP is issued to solicit a contractor or contractors to provide comprehensive employment and training services, in Dakota County, authorized under both Title I of the Federal Workforce Innovation and Opportunity Act (WIOA)(Public Law 105-220) and the State Minnesota Youth Program (MYP) (MN Statutes 116L.561). Responders may submit proposals for WIOA Youth, MYP or both. Initial awards under this RFP will reflect the estimated amount of Federal funding for WIOA Youth to be received for the period April 1, 2016 through March 31, 2017 and State funding for MYP for the period July 1, 2016 through June 30, 2017. Funds for the years following will be allocated to the WSA by the State of Minnesota to the service provider(s) selected through this RFP process. This subsequent allocation of funds is dependent on the availability of Federal and State Youth Program funds, provider effectiveness, and demonstrated need for services offered.

II. Issuance:

This RFP is issued by the Dakota- Scott Workforce Investment Board (WIB) for WIOA Youth and MYP Program services in Dakota County.

III. Date Issued:

December 21, 2015

IV. Inquiries:

Proposers Conference will be held on January 5, 2016 from 2:30 p.m. – 3:30 p.m. in Conference Room 370 at the Northern Service Center, 1 Mendota Rd. W., West St. Paul, Minnesota. Attendance is not mandatory but is highly recommended. Jill Pittelkow will accept written questions prior to the Proposers Conference at the address listed above or via e-mail at jill.pittelkow@co.dakota.mn.us. Verbal answers provided in response to questions at the Proposers Conference will be non-binding. However, a written text with binding responses will be available to all prospective proposers via the County's Internet website@ www.co.dakota.mn.us, click on E-government and select RFP on the menu, within one week after the Proposers conference.

On January 12, 2016, a written text with all received questions and answers will be available via the County's Internet web site at

www.co.dakota.mn.us. Click on E-Government and select RFP on the menu. No questions about the RFP will be accepted after January 6, 2016.

Questions pertaining to delivery of proposals and location of the Northern Service Center, etc. may be addressed to Luke Van Horn at 651.554.5794.

V. Solicitation:

All proposers must submit the original proposal plus nine (9) hard copies to:

Luke Van Horn
Dakota County Community Services
One Mendota Road West, Suite 500
West Saint Paul MN 55118-4773

Proposers must also submit an electronic version to luke.vanhorn@co.dakota.mn.us

Proposals, hard copy and electronic, must be submitted no later than 4:00 p.m., January 21, 2016. Late or incomplete proposals may not be considered.

VI. Period of Performance:

The period of performance for contracts awarded under this RFP will be April 1, 2016 through March 31, 2017 for WIOA Youth and July 1, 2016 through June 30, 2017 for MYP. Effective dates of any contracts awarded under this RFP are subject to change consistent with County mandates. Dakota County may elect to enter into sole contracts with employment vendors *in lieu* of an RFP for the delivery of similar services for additional calendar years if services have been delivered efficiently and effectively during the initial program year.

VII. RFP Timetable - 2015-16

December 21, 2015	Issue of RFP.
December 28, 2015	Public Notice posted.
January 5, 2016	Proposers Conference and deadline for submittal of questions.
January 12, 2015	Responses to questions published on Dakota County

	E-Government web site.
January 21, 2016	Proposals due by 4:00 p.m. (CST)
February 19, 2016	WIB meets to recommend contractor(s).
March 22, 2016	County Board approval of contracts.
April 2016	WIOA Youth contract period begins.
July 2016	MYP contract period begins.

VIII. Limitation:

This RFP does not commit Dakota County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services. Dakota County reserves the right to accept or reject any or all proposals received as a result of this RFP. Workforce Services staff may require the entities selected to participate in negotiations and to submit any fiscal, technical or other revisions of their proposals that may result from negotiations.

IX. Funding Level:

This RFP is issued to solicit a contractor or contractors to provide comprehensive employment and training services for two youth programs with two distinct funding streams:

- WIOA Youth services with an estimated annual funding of \$264,000.
- MYP Youth services with an estimated annual funding of \$187,000.

These funding projections are subject to change, consistent with final allocation levels established by the State of Minnesota. Funding beyond current levels may not be included in this RFP process.

Dakota County seeks proposals that include service provision for all two programs. Responders may submit proposals for WIOA Youth, MYP or both.

X. Contract Award

Dakota County will negotiate contract terms with a proposer or proposers whose proposal shows them to be the most knowledgeable and experienced and to have sufficient capacity to deliver WIOA and MYP youth services to program participants. Dakota County may award a contract based on proposals received, without discussion of such proposals with the applicants. Each proposal should, therefore, be complete as to program design and service provision. Workforce Services staff, however, reserves the right to conduct an on-site

monitoring review of the proposer entity and/or request additional data, oral discussion or presentation in support of the proposal.

XI. Contracting Procedure:

Dakota County will enter into a performance-based contract with each successful proposer. Contract language will include a work statement outlining program deliverables, State and Federal performance standards and WSA performance measures. Negotiations will be conducted between the successful proposer(s) and designated staff from Dakota County. Contracts will be negotiated annually.

The Contract Sample (Attachment B), including the exhibits 1) Standard Assurances and 2) Insurance Terms, should be thoroughly reviewed prior to the submission of a proposal to ascertain ability to comply with all requirements as written. The selected proposer(s) must abide by all federal, state and local laws; statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to the facilities, programs and services for which the proposer(s) will be responsible.

XII. Proposal Format (must submit original plus nine (9) copies and electronic version)

A. Service Provider Fact Sheet (see Attachment 1)

B. Required Program Categories (not to exceed 24 pages for all categories; extra pages will be removed, must be double-spaced)

1. Executive Summary

Provide a concise description of your organizational strengths, service delivery and history of success. Show how your organization possesses all the following characteristics:

- Comprehensive knowledge and mastery of Federal law/ Minnesota law that mandates and supports the WIOA Youth Program and the Minnesota Youth Program;
- Demonstrated understanding of the connection between case management, youth engagement and performance outcomes;
- Knowledge of best practices in WIOA Youth Programs and MYP services;
- Proof of connections to employers and community-based organizations in Dakota County and experience in building collaborations across agency lines;

- Ability and willingness to provide services in Dakota County's two WorkForce Centers as well as other community sites as appropriate;
- Evidence of ability to provide culturally appropriate services;
- Demonstrated fiscal capacity to operate an effective program within the limitations of allocated dollars and to manage expenditures while staying within stated limits;
- Demonstrated capacity to internally evaluate programs and provide necessary tracking and reporting of progress;
- Proven ability to adapt to the changing environment of publicly-funded youth programs;
- Ability to leverage other resources toward program outcomes and enhancements.

2. Program Design:

All WIOA Youth Programs must include the following:

A Comprehensive Assessment

An Individual Service Strategy

Follow-Up Services for a minimum of 12 months post exit.

All WIOA Youth Programs must provide the fourteen mandated program elements within the framework of their programs.

Current mandated elements are the following:

- Instruction leading to completion of secondary school or recognized equivalent or a recognized postsecondary credential, including dropout prevention and recovery strategies, tutoring and study skills training, as appropriate;
- Alternative secondary school services, or dropout recovery services, as appropriate;
- Paid and unpaid work experiences with an academic and occupational education component, including summer and year round employment opportunities, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities, as appropriate;
- Occupational skill training, with priority consideration for training programs that lead to recognized postsecondary credentials aligned with in-demand industry sectors or occupations, as appropriate;
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- Services that provide labor market and employment information about in-demand industry sectors or occupations in

the local area, such as career awareness, career counseling, and career exploration services;

- Activities that help youth prepare for the transition to post-secondary education and training;
- Financial literacy education;
- Entrepreneurial skills training;
- Leadership development opportunities, which may include community services and peer-centered activities encouraging responsibility and other positive social behaviors, as appropriate;
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
- Support services;
- Adult mentoring for the period of participation and a subsequent period, for a total of not less than twelve (12) months;
- Follow-up services for twelve (12) months after the completion of participation.

Responders must indicate how they would offer this program design, incorporating each of the above fourteen elements, either directly through their own staff or through the offices of stated partners.

Describe the targeted age group and clearly outline program goals and objectives. List the number of youth to be served. What employment opportunities will you have? How many hours will they engage in work experience? How many weeks? What will they be paid?

Please distinguish between your current service models and potential service models that you propose to implement in Dakota County. Depth of service is as important as the number of youth served. Given the funding limits, what would be the total number of youth that you could serve as the sole provider or as one of multiple providers?

In your response, describe your program-design vision for youth services and how you would implement this vision for a typical youth. How would you recruit, engage, plan, provide for, and sustain the success of this youth? How long might his/her program last? How would you build trust and motivation? What proven strategies and innovative program elements would you offer?

Under this category, proposals will be rated on the responder's demonstrated understanding of the WIOA / MYP Youth program design and ability to harmonize standard case management practices with innovative, engaging strategies to recruit and retain youth in the program and ensure positive outcomes.

3. Organizational Capacity

In order to fully implement the WIOA / MYP Youth programs, an organization must be able to maximize staff and other resources, collaborate with community partners including employers and strive for continuous improvement. Because the landscape of Youth Services changes regularly, an ability to embrace change with equanimity is an essential component in the successful responder.

Although it is not required that the contractor locate staff at the WorkForce Center, the Youth Council and the WSA expect that space and resources at Dakota County's two WorkForce Centers will be utilized by the Youth contractor(s). Every effort will be made to accommodate the selected responder's plans in this regard. The WSA has a history of providing services to roughly 60% in-school youth and 40% out of school youth. Workforce Innovation and Opportunity Act (WIOA) mandates providing services to 25% in school youth and 75% out of school youth.

The Youth Council and the WSA, along with new WIOA language, is committed to providing Work Experience to appropriate participants and have required that at least 20% of contractors WIOA budget in 2016 be earmarked for this activity.

In your response, please answer the following questions:

- If you are chosen as the sole provider or one of many providers, what FTE level can you provide for WIOA and MYP Youth services in Dakota County?
- How are staff trained/developed?
- What is your organization's internal system for supervision, quality control and continuous improvement?
- How will you recruit in-school and out of school youth?
- How will you provide work experience and subsidized wages for youth? How will you develop work sites? How will you match youth to appropriate experiences?
- How will you make use of the WorkForce Centers in Dakota County?

- How will you utilize your community and business ties to benefit youth participants?

In this category, proposals will be rated according to the demonstrated ability to support the program-design vision as described in your response to Item #2.

4. Performance:

Describe in detail your strategy for attaining 100% of performance outcome goals in Program Year 2016.

Services for youth must result in:

- Achieving employment or involved in education/training activities or unsubsidized employment during second quarter after exit from program.
- Achieving employment or involved in education/training activities or unsubsidized employment during fourth quarter after exit from program.
- Median earnings of participants in unsubsidized employment during second full calendar quarter after exit from program.
- Attainment of a recognized post-secondary credential (including registered apprenticeship), a secondary school diploma or it's recognized equivalent either during program or within one year after program exit. (Only counts if individual has obtained/retained employment, or are in an education/training program leading to post-secondary credential within one year after exit from program.)
- Participation during a program year in education/training programs leading to: recognized postsecondary credential or employment and are achieving measurable skill gains toward such a credential or employment.
- Primary indicators of effectiveness of programs serving employers.

Performance expectations may be adjusted/changed as state policies regarding WIOA are issued.

D. Appendices (Items in this category are not restricted to a certain number of pages)

Appendices:

- Must be clear and easy to understand. They should reflect the proposer's command of the program elements as well as skillful implementation and success.

- Should support the whole proposal and may be used in considering rating designations in appropriate categories. For example, fiscal and program tracking tools might support both the tracking and management rating for category 5 and the service delivery experience category 2. The organizational chart might support the proposer's capacity and experience.

Please append the following documents:

1. An organizational chart depicting reporting structure, staff roles, and the larger organization beyond the scope and services described in this RFP. Indicate precisely who will supervise the WIOA / MYP Youth staff assigned to Dakota County;
2. Copies of fiscal and program tracking tools for one month;
3. Job descriptions of staff members who will deliver services under the programs listed in this RFP;
4. Completed Budget Estimator;
5. One year of performance data;
6. A copy of your *current* insurance certificate;
7. Up to three additional documents of your choice that capture the flavor of your organization. (optional).

Late or incomplete proposals may not be considered.

XIII. RFP Attachments

1. Service Provider Fact Sheet (to be completed as part of proposal)
2. Leveraged Resources Budget Estimator (to be completed as part of proposal)
3. Dakota County Contract boilerplate

NOTE: Letters of support will not be considered.

FURTHER NOTE: Electronic forms for Attachments 1 & 2 are available via the County's Internet web site at www.co.dakota.mn.us. Click on E-Government and select RFP on the menu.

Attachment 1



Request for Proposal Service Provider Fact Sheet

Legal Entity Name

(Include DBA name, if applicable)

Mailing Address

City/State	Zip	County
------------	-----	--------

Telephone Number	FAX Number
------------------	------------

Contact Person's Name	Title/Position
-----------------------	----------------

Telephone Number of Contact Person	FAX Number
------------------------------------	------------

E-mail address	Web Site
----------------	----------

Please check one of the following:

- Incorporated for Profit
- Incorporated Non Profit (501c3)
- Partnership
- Proprietorship
- Governmental Unit
- Other, please explain: _____

XIV. Name of Persons Authorized to Sign Contracts

<u>Name</u>	<u>Title</u>	<u>Telephone</u>

MN Tax Number	Federal Employer I.D. Number
---------------	------------------------------

Attachments:

List governmental units with whom you currently contract, including contact name and number.

List Dakota County Departments with whom you have worked in the past three years including a contact name and number.

List three references including name, number and business relationship.

List current contract(s) you have for providing employment and training services to specific populations e.g., low income, dislocated worker, youth.

SAMPLE ONLY

Attachment 3

**CONTRACT BETWEEN THE COUNTY OF DAKOTA
AND****CONTRACT PERIOD: 00/00/000 - 00/00/0000**

This Contract is made and entered into between the County of Dakota, by and through the Workforce Services Unit of the Dakota County Employment and Economic Assistance Department, hereinafter "County," and, () hereinafter "Contractor."

WHEREAS, ** provides authority for ** to develop and implement employment assistance programs in accordance with ** rules and standards; and

WHEREAS, Dakota County Workforce Services is the entity designated by the Dakota County Board of Commissioners and the Dakota-Scott Workforce Investment Board (WIB) to implement Dakota County employment and training programs; and

WHEREAS, Dakota County Workforce Services has determined that employment services are required in order to develop, implement and provide employment and training programs; and

WHEREAS, the County Board by Resolution #_____, authorized the County to enter into a Contract with Contractor to provide these services; and

WHEREAS, the Contractor has the professional experience, knowledge and skills necessary to perform the services ** wishes to purchase.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. DEFINITIONS.

Unless the language or context clearly indicates that a different meaning is intended, the words, and terms stated below for purposes of this Contract shall be defined as follows:

Throughout this document the name "Workforce Investment Board" shall have the same meaning as "Local Board," as defined at 29 USCA Sec. 2801 (2002), and as used throughout 29 USCA Sec. 2832 et seq.

FSET-	Food Support Employment and Training
MFIP-	Minnesota Family Investment Program
MYP-	Minnesota Youth Program
SCSEP-	Senior Community Service Employment Program
TANF-	Temporary Assistance for Needy Families
WIA-	Workforce Investment Act

SAMPLE ONLY

2. GENERAL PROVISIONS.

- 2.1 Purpose. The purpose of this Contract is to define the rights and obligations of the parties with respect to: Minnesota Youth Program.
- 2.2 Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.
- 2.2 Cooperation. The County and Contractor shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Contract. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner.
- 2.3 Term. The term of this Contract shall commence on 7/1/2015 regardless of the date of the signatures hereunder and shall continue to and including 6/30/2016 or the date upon which the final reconciliation referred to in paragraph 4.3, if applicable, is completed, whichever is later.

3. CONTRACTOR'S OBLIGATIONS.

- 3.1 Performance Standards. Services provided shall meet or exceed the requirements set out in:

- Exhibit __, "____," which is attached and incorporated herein by reference.
- The annual WIA plan and the MFIP biennial service agreement as accepted by the State on file with the County.
- Other _____

If a conflict exists between this Contract and the Contractor's proposal, this Contract shall govern.

- 3.2 Eligible Clients. Services shall be provided only to clients who are determined eligible under the criteria set out in:

- | | | |
|--|--------------------------------|---------------------------------------|
| <input type="checkbox"/> Dislocated Worker | <input type="checkbox"/> MYP | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> FSET | <input type="checkbox"/> SCSEP | |
| <input type="checkbox"/> MFIP | <input type="checkbox"/> WIA | |

- 3.3 Reports/Evaluations.

- A) In order to assist the County in its obligation to evaluate and monitor Contractor's performance, Contractor shall allow personnel of the County access to Contractor's premises or the job site and Contractor's records.
- B) Contractor shall, upon reasonable notice, meet with County personnel to assist the County in evaluation of services.
- C) Contractor shall comply with the audit provisions set out in Exhibit 1, "Standard Assurances."
- D) Contractor shall provide the County with reports as the County may from time to time reasonably require.
- E) The Contractor shall provide reports required by the County as outlined in Exhibit __, "____."
- F) Annual certified audit and the auditor's management letter within one hundred twenty (120) days of the end of any of Contractor's fiscal year(s) which covers all or a portion of the Contract term.

SAMPLE ONLY

- G) Contractor shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.
- H) Contractor shall provide the County with any client data upon request.
- I) Policies and Procedures. The Contractor shall be aware of and disseminate all County policies and procedures related to services provided under the terms of this Contract to the Contractor's staff. The Contractor shall comply with all County policies and procedures as well as Federal and State laws, regulations and policies.
- J) As requested by the County, Contractor shall cooperate with the County's efforts related to the development of outcomes measures and indicators.
- K) In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006 shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of (federal) Executive Level II (www.opm.gov), except as provided under Section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.
- L) Contractor shall list any job vacancy in its personnel complement with MinnesotaWorks.net as soon as it occurs.

3.4 Maintenance of Effort. The Contractor shall not displace any currently employed workers (including partial displacement, such as a reduction in hours, wages or benefits) nor replace any laid off or terminated unsubsidized worker with a participant whose wages are subsidized under any other County employment and training programs.

County employment and training program funds provided shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

Prevailing Wage - Contractor shall compensate eligible clients as referenced in paragraph 3.2 at the federal, state or local minimum wage or the prevailing wage rate of similarly situated employees, whichever is highest.

Private Wage Subsidy workers will receive benefits consistent with benefits provided to other employees of the employer.

3.5 Information about Personnel. Contractor shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.

Contractor shall notify the County within five (5) days of any change in ownership, board of directors or executive director. The County may terminate this Contract if it decides, in its sole discretion, that the change of ownership, board of directors or executive director, makes the continuation of this Contract not in the County's best interests.

3.6 Transportation Equipment.

The Contractor shall transport clients under the terms of this Contract. Contractor shall provide all vehicles necessary for the provision of the transportation services specified herein. In addition, the Contractor warrants and represents that all vehicles used to provide transportation services hereunder are properly equipped with safety equipment and devices, including properly installed

SAMPLE ONLY

seatbelts where required, and are maintained at all times in a safe operating condition and are insured consistent with the Insurance Terms exhibit.

The Contractor shall not transport clients receiving services under this Contract.

3.7 Property. All purchases of consumable supplies or materials, capital equipment and/or services made pursuant to the Contract shall be made by purchase order or by written contract.

The Contractor shall obtain written advance approval of the County through Dakota County Workforce Services for purchase of property with a unit purchase price of \$1,000 or more.

Ownership of all material, expendable supplies and capital equipment purchased or developed under this Contract rests with the County.

Contractor will obtain property insurance coverage while under contract with the County.

4. **PAYMENT.**

4.1 Payment/ General.

The County shall reimburse the Contractor for the Contractor's services up to a contract maximum of \$_____ upon receipt of a monthly itemized invoice from the Contractor specifying the costs incurred by the Contractor during the previous month. The Contractor shall not be reimbursed for costs incurred if reports are not submitted in accordance with terms of the Contract.

4.2 Payment/Other.

Other _____

4.3 All direct client payments requests must comply with policy and procedures approved by the County. The Contractor is responsible to insure that only allowable program costs as set forth in paragraph 3.2 and any applicable law are submitted to the County for payment. The Contractor will reimburse the County for any such payments unlawfully made.

4.4 **The Dakota-Scott Workforce Investment Board and the Dakota County Board of Commissioners have directed staff to monitor any unused allocation of unit cost and/or increased revenues and redirect or direct said resources to fully implement the redesign of the service delivery system. Any changes in funding allocations pursuant to this Contract shall only be made upon official action of the Dakota-Scott Workforce Investment Board and the Dakota County Board of Commissioners by way of an amendment of the Contract.**

4.5 Payment Rates. The County shall pay for purchased services:

at the rate of \$_____ per _____.

as set out in the detailed budget attached as Exhibit __, "_____."

an amount equal to the number of actual units multiplied by the appropriate unit rate as set out in Exhibit __.

Other _____

These rates include all direct services and administrative costs.

Variance Requirement: Any departure from detailed budget must be approved in writing according to County Policy/Procedure Manual.

SAMPLE ONLY

No Minimum Requirement: It is understood and agreed by the parties that the County assumes no obligation to purchase from Contractor any minimum amount of services as defined by the terms of this Contract.

4.6 Invoices. Contractor shall, within ten (10) working days following the last day of each calendar month in which services were provided, submit an invoice and request for payment:

- on an invoice form acceptable to the County.
- on a form the same as or similar to that which is attached as Exhibit __.

4.7 Audit. The Contractor shall maintain a complete set of financial and eligibility records for this program based on standards established by regulation and applicable laws and policy.

Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices, including adequate internal controls to assure that: 1) a clearly defined audit trail is available; 2) there is proper classification of expenditures; 3) every cost is allocable to service funds to the extent of benefits received by the service program; and 4) every expenditure has proper documentation on file (i.e. signed time sheets, invoices, cancelled checks). Such records shall be available to the County for periodic audits and inspection.

4.8 Program Modifications. The Contractor may request at any time in writing to the County an increase in the number of participants served provided that funds in excess of the amount authorized by this Contract are not required. The County may at its option reallocate unobligated funds on a quarterly basis.

The Contractor agrees to submit a written modification prior to changing any budget item or participant service level contained in this Contract.

The County agrees to review budget modification requests and make any budget changes in the Contract through a written modification, if appropriate. All modifications initiated by the Contractor will be bilateral. The County may make a unilateral modification to the Contract at any time. A copy of such unilateral modification will be given to the Contractor.

4.9 Payment Procedure.

The County shall make payment to Contractor within thirty-five (35) days of the date on which the invoice is received and services are accepted by the County.

If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within thirty-five (35) days.

The County shall not reimburse the Contractor for any costs incurred by the Contractor which are not in accordance with the Contract program budget attached hereto as Exhibit __, "_____."

The Contractor shall not be reimbursed for costs incurred if reports are not submitted in accordance with the terms of this Contract.

The County shall pay for purchased services as follows: _____

The County shall pay for purchased services in accordance with Exhibit __, "_____."

SAMPLE ONLY

- 4.10 Late Request for Payments. The County has an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed.
- 4.11 Payment of Disputed Claims. The County may refuse to pay any claim which is not specifically authorized by this Contract. Payment of a claim shall not preclude the County from questioning the propriety of the claim. In the event that the County withholds payment for failure to provide services or failure to comply with any of the provisions of this Contract, then no interest penalty shall accrue against the County. If an audit is required by the County before an invoice is accepted for payment, then the standard payment period of thirty-five (35) days shall not commence until a completed audit is received by the County. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
- 4.12 Payment Upon Early Termination. In the event this Contract is terminated before the completion of services, the County shall pay Contractor for services provided in a satisfactory manner up to the effective date of termination, a sum based upon the actual time spent at the rates stated in paragraph 4.5.
- 4.13 Final Payment. In accordance with Minn. Stat. § 270C.66 final payment shall not be made until the County is satisfied that Contractor has complied with the provisions of Minn. Stat. § 290.92. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement.
- 4.14 Payment Not For Training. It is understood and agreed upon by the parties that this Contract shall not be used for payment to the Contractor for training courses provided to County staff.

5. COMPLIANCE WITH LAWS/STANDARDS.

- 5.1 Evaluation. The Contractor understands and agrees that performance of the services to be provided under this Contract will be evaluated by the County in accordance with the criteria, including program objectives and standards as described in Exhibit __, “_____,” as provided through the Contractor to the County. The Contractor agrees to provide sufficient information to the County as needed to perform such evaluation.

The County reserves the right to authorize independent evaluations of the employment and training services provided by the Contractor under this Contract.

Contractor agrees to comply with recommendations made by the County on the basis of such evaluation.

The Contract Manager or other personnel of the County may conduct periodic site visits to determine compliance with the Contract and evaluate the quality of services purchased under this Contract. Such visits may be made with or without prior notice at any time within normal business hours of operation of the Contractor.

Failure to comply with any of the criteria above mentioned, including program objectives and their implementation, shall be cause for cancellation of this Contract subject to the termination provisions of this Contract.

- 5.2 General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible. This includes, but is not limited to all Standard Assurances, which are attached as Exhibit 1.

The Contractor further agrees to abide by all policy statements and other written directions promulgated by the County pertaining to all other County employment and training programs.

SAMPLE ONLY

- 5.3 Licenses. Contractor shall procure, at its own expense, all applicable licenses, certifications or registrations required for the provision of services contemplated by this Contract. Contractor shall provide copies of such licenses, certifications or registrations to the County upon request. Contractor shall inform the County of any changes in licenses, certifications or registrations within five (5) days of occurrence.
- 5.4 Violations. Any violation of such laws, statutes, ordinances, rules, or regulations, as well as loss of any applicable license, certification or registration by Contractor shall constitute a material breach of this Contract, and shall entitle the County to terminate this Contract. The effective date of termination will be as stated in the written notice of the termination delivered to Contractor unless Contractor cures the violation prior to the termination date and provides the County with adequate proof that the violation has been cured.
- 5.5 Federal Financial Participation. In the event that there is a revision of Federal regulations which might make services provided under the terms of this Contract or any portion thereof ineligible for federal financial participation, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the new Federal regulations. Refusal to renegotiate within seven (7) days of a request to bring the Contract into compliance shall be cause for termination of this Contract as of the date when the Contract is out of compliance for federal financial participation.
- 5.6 Revision of Laws. In the event that there is a revision of Federal, State or local statutes, rules or other law, which makes performance of the Contract or any portion thereof unlawful, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the law. Refusal to renegotiate within seven (7) days of a request to bring the Contract into compliance shall be cause for termination of this Contract as of the date when the Contract is out of compliance.
- 5.7 Minnesota Law to Govern. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota.

6. INDEPENDENT CONTRACTOR STATUS.

Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting Contractor as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. Contractor acknowledges and agrees that Contractor is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits under the County. Contractor also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all federal and state tax laws.

7. INDEMNIFICATION.

All claims that arise or may arise against Contractor, its officers, employees and/or agents as a consequence of any act or omission on the part of Contractor, its officers, employees and/or agents while engaged in the performance of this Contract shall in no way be the obligation or responsibility of the County. Contractor shall indemnify, hold harmless and defend the County, its officers, employees and agents against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees that the County, its officers, employees and/or agents may sustain, incur or be required to pay, arising out of:

SAMPLE ONLY

- A) Any act or omission of Contractor, its officers, employees and/or agents in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Contract which causes bodily injury, death, personal injury, property loss or damage to another; or
- B) Bodily or personal injury, death, or property loss or damage to any applicant or eligible recipient either while participating in or receiving the care and services to be furnished under this Contract, regardless of where the services are provided, or while being transported in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Contractor, its officers, employees and/or agents for the purpose of providing to or obtaining services for an applicant or recipient; or
- C) Any applicant or eligible recipient causing injury to, or damage to the property of another person during any time when Contractor, its officers, employees and/or agents has undertaken or is furnishing the care and services called for under this Contract; or
- D) Any claim or cause of action in equity or for damages arising out of employment by Contractor or discrimination in Contractor's employment practices.

The Contractor agrees to defend, indemnify, and hold harmless the County, the Referring Agency, if different, and the Minnesota Department of Human Services, their agents, officers, and employees from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act or HIPAA, including any legal fees or disbursements paid or incurred to enforce the provision of this article of the Contract.

8. INSURANCE.

In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at Contractor's expense, procure and maintain policies of insurance covering the term of this Contract as set forth in Exhibit 2.

The County's liability shall be governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws.

8.1 Fidelity Bond.

Contractor agrees to obtain and maintain at all times during the term of this Contract, a fidelity bond in an amount not less than \$_____ for each person covering the activities of all persons authorized to receive or distribute monies. Written verification of such bond shall be furnished to the County prior to the execution of this Contract.

9. SUBCONTRACTING/SUCCESSORS.

9.1 Subcontracting.

- A) Parties shall not enter into any subcontract for the performance of the services contemplated under this Contract nor assign any interest in the Contract without prior written consent of all parties and subject to such conditions and provisions as are deemed necessary. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed.
- B) Any agreement between the Contractor and any subcontractor shall obligate the subcontractor to comply with the general terms of this Contract.
- C) If Contractor utilizes a subcontractor to perform any of its duties under this Contract, the Contractor must require the subcontractor to provide proof of insurance to the County prior to beginning work under this Contract in the coverage and amounts the same as set forth in the Insurance Terms exhibit, unless no insurance terms exhibit is attached to this Contract.

SAMPLE ONLY

Contractor must also require the subcontractor to agree in writing to defend, hold harmless and indemnify the County from any and all liability arising out of the subcontractor's performance of its duties. When a subcontractor is utilized, the Contractor remains responsible for complying with all of the terms of this Contract.

Contractor agrees to pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10 (Minn. Stat. § 471.425).

9.2 Successors. The County and Contractor each binds itself and its successors, legal representatives, and assigns to the other party to this Contract and to the successors, legal representatives, and assigns of such other party, in respect to all covenants of this Contract.

10. DEFAULT.

10.1 Force Majeure. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

10.2 Inability to Perform. Contractor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. Contractor shall immediately notify the County in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of services. Upon such notification, the County and Contractor shall determine whether such inability requires a modification or cancellation of this Contract.

10.3 Changes in Policies or Staff. The County reserves the right to terminate this Contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Contractor's policies or staff.

10.4 Default by Contractor. Unless cured or excused by the Force Majeure provisions in paragraph 10.1 or County default, each of the following shall constitute default on the part of the Contractor:

- A) The written admission by the Contractor that it is bankrupt; the filing by the Contractor of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against the Contractor unless dismissed within ninety (90) days. The Notice of Default and cure provisions of this Contract do not apply to this paragraph.
- B) The making of any arrangement with or for the benefit of Contractor's creditors involving an assignment to a trustee, receiver or similar fiduciary. The Notice of Default and cure provisions of this Contract do not apply to this paragraph.
- C) Making material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Contract.
- D) The Contractor persistently disregards laws, ordinances, rules, regulations or orders of any public authority.
- E) Failure to perform any other material provision of this Contract.

10.5 Default by County. Unless cured or excused by the Force Majeure provisions in paragraph 10.1 or Contractor default, each of the following shall constitute default on the part of the County:

SAMPLE ONLY

- A) The persistent or repeated failure or refusal by the County to pay or prevent payment of any uncontested amount to the Contractor within thirty-five (35) days of the date of the billing statement.
- B) Making material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Contract.
- C) Failure to perform any other material provision of this Contract.

10.6 Written Notice of Default. Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Contract under which the default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and cure period. Default will include but not be limited to: 1) failure to provide critical client and fiscal data consistent with reporting schedule; 2) failure to meet contracted performance standards consistent with approved plans and contract.

10.7 Cure Period. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be specified under the terms of this Contract, then the whole or any part of this Contract may be terminated by written Notice of Termination.

10.8 Withholding of Payment. Notwithstanding any other provision of this Contract the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is given, until the default is excused or cured, or the Contract is terminated. The County, in the case of Contractor's failure to attain performance standards may withhold payment equal to the percentage of failure to perform.

11. TERMINATION.

11.1 With or Without Cause. This Contract may be terminated without cause by either party upon thirty (30) days written notice to the other party. Either party may terminate this Contract for cause by giving ten (10) days written notice of its intent to terminate to the other party unless the other party cures the default within the ten (10) day period, except for violations listed in paragraph 5.4, and in that case the termination shall occur on the date provided in the written Notice of Termination.

11.2 Termination by County – Lack of Funding. Notwithstanding any provision of this Contract to the contrary, the County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Contract. Written Notice of Termination sent by the County to Contractor by facsimile is sufficient notice under the terms of this Contract. The County is not obligated to pay for any services that are provided after written Notice of Termination for lack of funding. The County will not be assessed any penalty or damages if the Contract is terminated due to lack of funding.

11.3 Written Notice of Termination. Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon delivery to the party's Authorized Representative.

11.4 Duties of Contractor upon Termination. Upon delivery of the Notice of Termination, and except as otherwise provided, Contractor shall:

Discontinue performance of this Contract on the date and to the extent specified in the Notice of Termination;

SAMPLE ONLY

Immediately notify all clients who are receiving services pursuant to this Contract;

Cancel all orders and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;

Complete performance of such terms as shall not have been cancelled by the Notice of Termination;

Return all County property in their possession within seven (7) days to the extent that it relates to the performance cancelled by the Notice of Termination;

Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.

- 11.5 Duties of County upon Termination. Upon delivery of the Notice of Termination, and except as otherwise provided, the County:

Shall make within thirty (30) days final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract.

Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.

- 11.6 Effect of Termination. Termination of this Contract shall not discharge any liability, responsibility or right of any party which arises from the performance of or failure to adequately perform the terms of this Contract prior to the effective date of termination. Nor shall termination discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, Standard Assurances attached hereto, and the obligations set forth in Section 3.3.

12. CONTRACT RIGHTS/REMEDIES.

- 12.1 Rights Cumulative. All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 12.2 Waiver. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to be modification of the terms of this Contract unless stated to be such in writing and signed by authorized representatives of the County and Contractor.

13. DAMAGES.

- 13.1 Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

- 13.2 Damages for Breach/Set-Off. Notwithstanding any other provision of this Contract to the contrary, upon breach of this Contract by Contractor the County may withhold final payment due Contractor for purposes of set-off until such time as the exact amount of damages due is determined.

14. REPRESENTATIVE.

- 14.1 Authorized Representative.

The following named persons are designated the authorized representatives of the parties for purposes of this Contract. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the County, the authorized representative shall have only the authority specifically or generally granted by the County Board.

SAMPLE ONLY

Notice is deemed effective upon deposit of written notice in the United States mail, postage prepaid and addressed to the party authorized to receive notice as specified below. Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract:

TO COUNTY:

Name: Kelly Harder
Title: Community Services Director

Address:
Dakota County Community Services
1 Mendota Rd W, Ste 500
West St. Paul, MN 55118-4773

Phone Number: 651-554-5742

TO CONTRACTOR:

Name:
Title:

Address:

In addition, notification to the County regarding breach or termination shall be provided to the Office of the County Attorney, 1560 Highway 55, Hastings, MN 55033.

14.2 Liaison.

To assist the parties in the day-to-day performance of this Contract and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by Contractor and the County. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. In addition, the Contractor shall inform the County of any changes to Contractor's address, phone number(s), e-mail address(es), and any other contact changes. At the time of execution of this Contract the following persons are the designated liaisons:

Contractor Liaison:

Phone Number:

County Liaison:

Phone number:

15. CONFLICT OF INTEREST.

Contractor agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

16. MODIFICATIONS.

Any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by Authorized Representatives of the County and Contractor.

17. SEVERABILITY.

The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

SAMPLE ONLY

18. PROMOTION AND PUBLICITY.

The Contractor agrees to identify the Workforce Investment Board and the Dakota County Board of Commissioners as a funding source in all media releases, public events and in promotional materials. Promotional materials shall include the statement: "These activities are sponsored by the Dakota-Scott Workforce Investment Board and the Dakota County Board of Commissioners."

19. MERGER.

19.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

19.2 Exhibits 1 through and including are attached and incorporated herein by reference.

Exhibit 1 – Standard Assurances

Exhibit 2 – Insurance Terms

Exhibit 3 –

By signing this Contract, the Contractor certifies that none of its owners, directors, officers or principals is closely related to any County employee who has or may appear to have any control over the award, management or evaluation of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

Approved by Dakota County Board
Resolution No. _____

COUNTY OF DAKOTA

By _____
Title Community Services Director
Date of Signature _____

WORKFORCE INVESTMENT BOARD

By _____
Title _____
Date of Signature _____

CONTRACTOR

(I represent and warrant that I am authorized by law to execute this Contract and legally bind the Contractor).

By _____

(Please print name.)
Title _____
Date of Signature _____

SAMPLE ONLY

SA2
WIA

Revised: 03/14

EXHIBIT 1

STANDARD ASSURANCES

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex or national origin.

B. Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. §181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

G. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

H. The Workforce Investment Act of 1998, 29 U.S.C. 2801 *et seq.* as amended, and WIA regulations which prohibit discrimination under any program funded in whole or in part with WIA funds because of race, color, religion, sex, national origin, age, handicap or political affiliation or beliefs. Although certain restrictions apply, generally, persons cannot be denied participation in a WIA program simply because of their citizenship.

I. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.

J. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

SAMPLE ONLY

K. Equal Protection of the Laws for Faith-based and Community Organizations (E) 13279 signed December 12, 2002. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy. Contractor must comply with the applicable data management requirements as if it were a governmental entity. The remedies in Minn. Stat. section 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (County), except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **HEALTH DATA PRIVACY.** The Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) when applicable to the Contractor's duties under this Contract. When applicable, Contractor agrees to comply with the HIPAA and HITECH Privacy requirements, Standards for Electronic Transactions, Security requirements, and any other applicable health data laws, rules, standards and requirements in effect during the term of this Agreement.

4. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

5. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

6. **WIA FUNDS.**

A. Political Activity. 29 U.S.C. § 2945(6). No WIA funds shall be used for any program or services which involve political activities.

B. Union Activities. 29 U.S.C. § 2931(b) (7). No WIA funds shall be used to assist, promote or deter union organizing.

7. **REPORTING.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

8. **APPEALS.** Contractor shall comply with and assist the County in complying with grievance and appeals procedures as set out in WIA law and regulations and Minn. Stat. § 256.045, where applicable.

SAMPLE ONLY

9. **VOTER REGISTRATION.** Using forms provided by the Office of the Secretary of State, Contractor shall provide non-partisan voter registration services and assistance to program participants, the public and others as required by Minn. Stat. § 201.162.

10. **PLAIN LANGUAGE.** Contractor shall comply with provisions of the plain language law requiring written material produced for applicants and recipients to be understandable to a person who reads at the seventh grade level (Minn. Stat. § 116J.0124).

11. **CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, The Contractor Certifies That It And Its Principals* And Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manger; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/fraud/exclusions/listofexcluded.html>.

Attycv/Exh SA2 WIA(03-14)

INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

If Commercial General Liability insurance can only be provided on a claims-made basis, the Contractor agrees to maintain such insurance for at least one (1) year from Contract termination. The retroactive date for the claims made policy must be prior to the start of the contract term.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

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Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

Such policy(ies) shall name the Minnesota Department of Human Services, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

5. Self Insurance. Dakota County recognizes that the contractor is self insured for general liability, professional liability or automobile liability and maintains excess coverage in order to meet the requirements set for the in this section of the contract. The contractor agrees to provide Dakota County with financial information to assist the County in determining the ability of the contractor to cover self insured losses.

6. Additional Insurance. Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

7. Evidence of Insurance. Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least ten (10) days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence

SAMPLE ONLY

that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least thirty (30)-day's notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

8. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A-VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have fifteen (15) business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such fifteen (15) day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

9. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

10. Loss Information. At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

11. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).