



State of Rhode Island – Department of Labor & Training Layoff Aversion Incumbent Worker Training Program Application

SECTION I BUSINESS INFORMATION

A. Business Applicant Information

Company Name:		
Street/Mailing Address:		
City/State:	Zip:	NAICS Code:
Company Contact Person:		Title:
Phone:	Ext:	Fax:
E-Mail Address:	Company Web-site:	
Description of Business Product(s) or Service(s):		
Years in business in Rhode Island:	Total number of full-time employees at this location:	
Legal Structure of Business: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (Designation)	Tax Status of Business: <input type="checkbox"/> For-profit <input type="checkbox"/> Not-for-profit (Designation) <input type="checkbox"/> Other:	
Employer's Federal ID #:	Employer Registration Number:	

B. Is your company a subsidiary of another company or affiliated with a parent company? Yes No
 If "Yes," please provide the following information about the corporate office/parent company, if different from above, or indicate 'SAME.'

Parent Company Name:		
Street/Mailing Address:		
City/State:	Zip:	County:
Authorized Representative:		Title:
Phone:	Ext:	Fax:
E-Mail Address:	Company Web-site:	

C. Business Status Checklist

- Has the company been in operation in the State of Rhode Island during the entire 12-month period immediately preceding the date of application? Yes No
- Is your company current on all Rhode Island state taxes? Yes No
- Is your company current on all federal taxes? Yes No
- Is your company current on all city and local taxes? Yes No
- Is your company subject to a collective union bargaining agreement? Yes No
(If “Yes,” please attach a letter of endorsement from the authorized union official)

Name of Bargaining Unit (s):	Contact Name & Title:
	Phone:
	Fax:
	Email:

This application for funding does not commit The Rhode Island Department of Labor & Training (DLT) to award funding or to pay for any of the costs in the preparation of the application. The DLT reserves the right to accept or reject any or all applications received, the right to cancel this program in part or in its entirety, the right to fund any proposal either in part or in full, and the right to waive any and all requirements of the program if it is in the best interest of the State of Rhode Island or DLT to do so. All contract awards are subject to the availability of the funds and the execution of the contract that is acceptable to both the selected respondent and the DLT.

SECTION II TRAINING PLAN

A. Training summary

Anticipated Project Start Date:
Project Length (to be no longer than 12 months from effective date of contract):
Amount of Funds Requested:
Number of Employees to be trained (Count each one time):

B. Training Components:

Please provide the following information for each component. “Component Cost Charged to Grant” should capture **all** costs to be **charged to the grant**. The “Component Costs Charged to Grant” should include, but is not limited to: tuition, training materials, certification costs, software, etc.

TRAINING COMPONENT #1

Course Title:		
Course Description and Objectives:		
Training Schedule (# hours of training):	Estimated Training Dates:	
Number of trainees for component:		
Training Location:		
Component Cost:	Component Cost Charged to Grant:	
Please provide information for the training provider.		
Name of Training Provider:		
Name of Training Provider Contact:	Phone:	
Address:		
City:	State:	Zip:
E-Mail Address:		
Provide the following information for <u>each</u> Instructor of this component.		
Name of Trainer/Instructor:		
Qualifications of Trainer/Instructor to teach component:		

TRAINING COMPONENT #2

Course Title:		
Course Description and Objectives:		
Training Schedule (# hours of training):	Estimated Training Dates:	
Number of trainees for component:		
Training Location:		
Component Cost:	Component Cost Charged to Grant:	
Please provide information for the training provider.		
Name of Training Provider:		
Name of Training Provider Contact:	Phone:	
Address:		
City:	State:	Zip:
E-Mail Address:		
Provide the following information for <u>each</u> Instructor of this component.		
Name of Trainer/Instructor:		
Qualifications of Trainer/Instructor to teach component:		

NOTE: Duplicate information in additional components that appear in a prior component may be noted as “Same as Component #____” in the appropriate subsection. **Add additional component sections as necessary on separate sheet of paper.**

All participants must receive an industry recognized certificate upon completion of the training with the exception of the training being conducted by an internal (employee) trainer. Please refer to the Incumbent Worker Training Guidelines for a definition of a certificate.

What type of certificate will be awarded? _____

Who will issue/award it? _____

Section III Application Project Narrative

1. Statement of Business Conditions & Need for Incumbent Worker Training

- Provide a general description of the company and business conditions that support the need for the requested Incumbent Worker Training as a necessary strategy to avert, minimize layoff or support business retention activity.
- Briefly outline any recent layoff activity that has occurred including worker job classifications and status within the organization. Please include seasonal layoff activity. Indicate if a W.A.R.N. Notice was issued and if a petition for Trade Adjustment Assistance has been filed in the last (5) years?
- Has the company participated in or supported any other Incumbent Worker Training from State/Federal Programs or initiated with own funds? Please list source and date.
- What will the training accomplish and how does it relate to your industry and/or services provided?
- Anticipated dates of layoff or plant closure if training does not occur?
- Describe the training & Objectives.

2. Previous and Current Layoff Aversion Strategies

- Briefly describe any previous or current layoff aversion strategies including participation in the RI Department of Labor & Training's Workshare Programs well as interaction with any business consultants including RI Economic Development Corporation, Small Business Administration, Small Business Development Corporation, Chambers of Commerce, Industry organizations etc.? How effective or ineffective were these strategies for your business and how were the outcomes measured?

SECTION IV BUDGET

A. The applicant is encouraged to apply only for the amount of funds needed to meet its immediate training needs. The project budget should clearly support and relate to the training plan and itemize how the award will be used. **The amount under the “Grant Funds Requested” column below should equal the total of the amounts shown under “Component Cost Charged to Grant” for all Components listed in Section II.** All proposed expenses must be allowable, reasonable and necessary. Please provide the required information on this budget form, rather than submitting attachments.

The Applicant is required to place a monetary value on the company/employer contributions that will be made to this training request. These contributions may be in-kind, cash, etc. A column has been provided for this information.

NOTE: Shaded areas represent expenses not eligible to be funded through the IWTP.

Budget Category	Requested Funds	Employer Contribution (in-kind, cash, etc, expressed in \$)	Explanation and Detail Please place a “G” after all explanation of costs to be paid by IWTP funds.
Instructor Wages/Tuition			(Ex: CAD training \$300 x 10 employees=\$3000) G
Manuals/Textbooks (itemize)			(Ex: 10 Microsoft manuals at \$30 each=\$300) G
Training Certifications, Credentials, Licenses			(Specify number and type)
Materials/Supplies			(Itemize and describe)
Software and Technology (limited to 5% of the requested amount for training purposes only)			(Itemize and describe)
Training equipment purchase (can be employer contribution)			
Trainee travel, food, lodging (can be employer contribution)			
Trainee wages (can be employer contribution)			
Total Funds	\$	\$	TOTAL TRAINING INVESTMENT \$

The Rhode Island Department of Labor & Training reserves the right to delete or adjust any part of the budget, with company consultation, prior to grant approval.

SECTION V AUTHORIZATION AND CERTIFICATION

The Signature below must be that of an individual with the authority to enter into legally binding agreements on behalf of the applicant company.

As an authorized representative of the business submitting this application, I hereby certify that:

If selected for award, I, the undersigned, agree that the applicant organization will meet the requirements of the Workforce Investment Act (WIA) for the award. I certify that all information contained in the application and proposal is true and accurate and understand that falsification of information may be cause for non-review or award revocation. I certify that the applicant organization is in compliance with all contributions; payment in lieu of contributions, interest or penalty charges due under Rhode Island unemployment law and has not been debarred from contracting with any agency that administers Federal funds. I understand that I have acquired no property or other right by virtue of submitting this application. If awarded, I agree to comply with the terms and provisions of this proposal.

- I have read the Incumbent Worker Training Program Guidelines;
- The business meets the requirements and is eligible to submit this application;
- The information contained in this application is true and accurate and reflects the intentions of the Incumbent Worker Training Program;
- I am aware that any false information, intentional omissions, or misrepresentations may subject the business to civil or criminal penalties;
- I am aware that any false information, intentional omissions, or misrepresentations may result in rejection of the application and possible disqualification for future funding;
- The business agrees to respond to site visits and performance requests;
- I agree to notify the Rhode Island Department of Labor & Training Rapid Response Unit if the applicant organization engages in any layoff activity or plant / business closures before, during and after the approved training plan due to unforeseen economic circumstances, natural disasters, etc.
- All incumbent workers participating in the program will be part of the statewide performance measures (with the exception of entered employment).

Attestation of Layoff Aversion

Funds awarded through this solicitation must be used to avert layoffs and support business retention. For purposes of this solicitation and subsequent contracting, a layoff is averted when: (1) a worker’s job is saved with an employer that is at risk of downsizing or closing; or (2) a worker at risk of dislocation transitions to a different job with the same employer or a new job with a different employer and experiences no or a minimal period of unemployment. Applicants must attest to the likelihood that their proposed training will contribute to layoff aversion and business retention by signing below.

Print Name

Title

Signature

Date

GRANT PROVISIONS

I. General

The Grant Recipient shall be bound to comply with the terms of the grant as outlined in the Grant, the recipient's application, the program outline, and any revisions and/or recommendations approved by the DLT. The grant may be amended by mutual agreement between the Grantor and the Grant Recipient. Such agreements shall be in writing, approved prior to implementation and will become a modification to the grant.

II. Payment Method

Grant Recipient shall be paid for expenses incurred under this grant under a cost reimbursement arrangement. Only the allowable expenses listed in the approved budget and paid in full by the Grant Recipient will be reimbursed by the DLT.

III. Reporting

The Grant Recipient is required to report on a monthly basis with or without program activity taking place. The Invoice, supporting documentation and Program Narrative Report are required for each reporting period.

GENERAL PROVISIONS

1. EXAMINATION OF RECORDS

The Grant Recipient agrees to maintain and preserve all financial, trainee attendance, trainee progress, and all payment records relating to this grant for three (3) years and agrees that the Grantor shall, until the expiration of three (3) years after final payment under this grant, upon advance reasonable notice, have access to and the right to examine any documents, papers, and records of the Grant Recipient involving transactions related to this grant.

2. PAYMENTS

The Grantee shall be paid upon submission of proper invoices. Payment will be made to the Grant Recipient upon verification that the services agreed to have been rendered by the Grant Recipient and have been completed in accordance with this contract.

3. DISPUTES

Any disputes shall be determined in accordance with the Rhode Island Administrative Procedures Act.

4. TERMINATION

(a) Termination for cause: If the Grant Recipient fails to perform under this grant or fails to make sufficient progress so as to endanger performance, the Grantor may terminate the grant, in whole or in part, upon (30 days) written notice to the Grant Recipient.

(b) Termination for reduction of funding: The funding obligation authority contained within this grant shall be subjected to availability of State funds. In the event the funding is cut or reduced by the State of Rhode Island, the funding authorized in this grant shall be subject to either partial or total de-funding.

5. INSPECTION

The Grantor or designee may have access to the place of training of the trainees under this grant to measure the progress and quality of the training and to determine compliance with the grant terms. Inspection by the Grantor or designee shall take place during the course of a normal work day during working hours.

6. INSURANCE

(a) The Grant Recipient shall procure and thereafter maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury and property damage), and comprehensive automobile liability (bodily injury and property damage) insurance with respect to performance under this grant.

(b) Indemnification

Grant Recipient will indemnify and hold harmless the State of Rhode Island and the Grantor (hereinafter referred to as "Indemnities") from any loss or damages (including reasonable attorney's fees) incurred by Indemnities because of claims, suits, or demands of third parties for personal injury or tangible property damage to the extent such loss or damage is caused by or results solely from: the negligent acts of Grant Recipient or its employees or agents provided (1) Indemnities promptly notify Grant Recipient in writing of any, claims, or demands against Indemnities for which Grant Recipient is responsible under this indemnity, (2) Indemnities give Grant Recipient full opportunity and authority to assume the sole defense of and settle such suits and, (3) Indemnities furnish to Grant Recipient, upon request, all information and assistance available to Indemnities for defense against any such suit, claim, or demand.

Note: If any of the above provisions conflict with the policies of the Grant Recipient, the Grant Recipient is asked to forward to the BSU an explanation, in writing, of these concerns and/or conflicts.

7. MONITORING

The RIDLT is required to monitor and audit all grant awards. Monitoring consists of an on-site review of all program and fiscal grant activity. Back-up documentation of grant fund expenditures and the required applicant's cost are verified during the monitoring visit. Failure to provide documentation may result in the repayment by the recipient of all funds received.

8. Audit / Financial Statements

1. All governmental and non-profit organizations must follow the audit requirements of OMB Circular A-133.
2. Commercial organizations that expend \$500,000 or more in federal funds must have either an organization-wide audit conducted in accordance with OMB Circular A-133 or a program specific financial and compliance audit. Those entities that expend \$500,000 or more in federal funds may include audit costs to WIA grants on a prorated basis.

9. Fidelity Bond

If selected and prior to the initial disbursement of funds, a written statement will be required from the insurer that all persons handling WIA funds are covered by a fidelity bond equal to the maximum WIA cash on hand.

10. AUDIT INFORMATION REQUIRED

The respondent must submit an audit in accordance with the following requirements applicable to the organization:

- A. A Non-Profit entity with federal expenditures of \$500,000 or more:* a single complete copy of the most recent required A-133 audit report with Management Letter, findings, and corrective action, if any.
- B. Non-Profit entity with federal expenditures of less than \$500,000:* a single complete copy of the most recent audited financial statements and current written accounting procedures.
- C. Commercial For-Profit entity and a sub-recipient with federal expenditures of \$500,000 or more:* a single complete copy of either an organization-wide audit conducted in accordance with A-133 or a program-specific financial and compliance audit.
- D. Commercial For-Profit entity with federal expenditures of less than \$500,000:* a single complete copy of the most recent audited/prepared financial statements that comply with GAAP (Generally Accepted Accounting Principles) and such audit or financial statements identifying no outstanding unresolved findings.

11. Fiscal Management / Internal Oversight

Contractors are required to maintain complete and accurate records of all financial expenditures with supporting documentation. These records must be available for review. Contractors are required to internally monitor fiscal activities to insure compliance with applicable federal cost principles. At a minimum, internal oversight will address the following:

1. Attendance and payroll disbursement have been properly documented;
2. Program expenditures are supported by appropriate documentation;
3. Budget allocations and expenditures comply with contracted obligations; and,
4. Accounting records are traceable to the source document and the application of grant funds relating to authorizations, obligations, balances, liabilities, expenditures and income.

12. NOTICES AND APPEALS

All applicants will receive notification of application approval or denial. An applicant who wishes to appeal a decision is required to submit a written notice of appeal within ten (10) days from the date of the notification letter. The notice of appeal must specify the nature of and reason for the appeal. Notices of appeal must be submitted to:

Sarah Blusiewicz, Assistant Director
1511 Pontiac Avenue, Bldg. 73
Cranston, RI 02920

The DLT will consider the merits of the appeal and issue a decision within thirty (30) days after receipt of the appeal. The decision of the DLT regarding any appeal is final.

CONTRACTOR (EMPLOYER) CERTIFICATIONS

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CERTIFICATION

Lower Tier Covered Transaction

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

1a. The Contractor attests that neither it, its principals, nor its partners are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency from applying for or receiving federal funds.

2. NONDISCRIMINATION AND EQUAL OPPORTUNITY COMPLIANCE CERTIFICATION

2a. The contractor attests that it:

1. Shall not exclude any individual from participation in, deny the benefits of, subject to discrimination under, or deny employment in the administration of or in connection with any of its programs/services because of race, color, religion, sex, national origin, age, disability or political affiliation or belief.
2. Shall not employ participants on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
3. Shall not discriminate, with respect to terms and conditions affecting or rights provided to participants in activities supported by funds provided under this Act, against such individuals solely because of their status as such participants.
4. Shall ensure that participation in programs and activities financially assisted in whole or in part under this Act shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General to work in the United States.

3. AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATION

3a. The Contractor attests that it:

1. Is in compliance with all applicable provisions of the Americans with Disabilities Act (ADA) and shall make any and all reasonable accommodation to provide access and equity of services to disabled persons applying to or enrolled in any program controlled by this contract.

4. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

4a. The Contractor attests that it will provide a drug free workplace in accordance with 29 CFR Part 98 by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee’s policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations.

5. CONFLICT OF INTEREST CERTIFICATION

The Contractor attests that it and its principals are in compliance with the provisions of the Rhode Island “Conduct of Employee and Code of Ethics Law” (R.I.G.L. 36-14) as well as all applicable federal, state, and municipal ethics guidelines.

6. LOBBYING

The Contractor attests that it and its principals must comply with the restrictions on lobbying which are codified in the Department of Labor Regulations at 29CRF Part 93.

The Contractor hereby certifies, by signature of its authorized representative affixed below, to all attestations identified above.

SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE	DATE
TYPED NAME	TITLE