

September 8, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Revenue Contract with Clackamas Workforce Partnership for Prosperity 10,000 Adult & Dislocated Workforce Services funds to Increase Workforces Services in Clackamas County. Total value is \$149,999. Funding through June 30, 2023.

No General Funds are involved.

<b>Purpose/Outcome</b>	The Children, Family and Community Connections (CFCC) Division of Clackamas County requests the approval of a revenue contract to increase employment services for adults in Clackamas County. The Prosperity 10,000 program is funded through the Governor’s Future Ready Oregon initiative.
<b>Dollar Amount and Fiscal Impact</b>	Contract total is \$149,999 No County General Funds are involved.
<b>Funding Source</b>	Clackamas Workforce Partnership
<b>Duration</b>	July 1, 2022-June 30, 2023
<b>Previous Board Action/Review</b>	Previous BCC Approval to Apply: 7/7/2022 BCC Issues: 8/7/2022
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities 2. Grow a vibrant economy
<b>Counsel Review</b>	This Contract has been reviewed and approved by County Counsel and Risk Management: 8/8/2002 KR/EM
<b>Procurement Review</b>	Was the item processed through Procurement? No. Revenue Grant
<b>Contact Person</b>	Adam Freer 971-533-4929
<b>Contract No.</b>	H3S10728

**BACKGROUND:**

The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests approval of a revenue contract with Clackamas Workforce Partnership (CWP) Prosperity 10,000 Adult & Dislocated Workforce Services program to Increase Employment Services in Clackamas County. The funding would allow CFCC to increase its capacity to meet the high demand for employment services working in close partnership with a wide range of non-profits to provide wrap-around and educational/training services to ensure individuals are stabilized, prepared for and employed in their desired careers. The funding targets employment in five high demand sectors: early care and education, technology, healthcare, construction and manufacturing.

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook, Director  
Health, Housing & Human Services



**Contract Agreement 22-23-08**

**CONTRACT AGREEMENT FOR WORKFORCE DEVELOPMENT SERVICES**

The parties to this Agreement are Clackamas Workforce Partnership, hereinafter referred to as "CWP" or "GRANTOR," and **Clackamas County**, hereinafter referred to as the "CONTRACTOR." In this Agreement, either the CONTRACTOR or CWP may also be referred to individually as a "party" or jointly as the "parties", and the Contract Agreement as "Agreement" or "Contract."

Name and Address of Parties											
<b>GRANTOR:</b> Clackamas Workforce Partnership 365 Warner Milne Road Suite 202 Oregon City, OR 97045  Federal Tax ID: 93-1246270	<b>CONTRACTOR</b> Clackamas County 112 11 <sup>th</sup> St Oregon City, OR 97045 Federal Tax ID: 93-6002286 D-U-N-S: 096992656  <input checked="" type="checkbox"/> Subrecipient Agreement (when checked)										
Contact Information											
<b>For Clackamas Workforce Partnership</b> Program Contact: Jan Filgas Phone: 503-657-6644 Email: jan.filgas@clackamasworkforce.org Fiscal: Laura Kropf Email: laura.kropf@clackamasworkforce.org	<b>For CONTRACTOR</b> Program Contact: Jennifer Harvey Phone: 503-867-7500 Email: jharvey@clackamas.us Fiscal Contact: Scott Vandecoevering Email: ScottVan@clackamas.us										
<b>Purpose</b> CONTRACTOR will provide workforce development services to eligible participants as described within the exhibits of this contract and in line with CWP policies and procedures.											
<b>Maximum Amount Payable</b> \$149,999	<b>Contract Term</b> July 1, 2022 – June 30, 2023										
Exhibits											
This contract consists of this signature page and the following Exhibits, which constitute the entire understanding of the parties. <table style="margin-left: 40px;"> <tr> <td>Exhibit A:</td> <td>Terms &amp; Conditions and Insurance Requirements</td> </tr> <tr> <td>Exhibit B:</td> <td>Special Conditions</td> </tr> <tr> <td>Exhibit C:</td> <td>Data Sharing &amp; Privacy Agreement</td> </tr> <tr> <td>Exhibit D:</td> <td>Statement of Work and Performance</td> </tr> <tr> <td>Exhibit E:</td> <td>Budget</td> </tr> </table>		Exhibit A:	Terms & Conditions and Insurance Requirements	Exhibit B:	Special Conditions	Exhibit C:	Data Sharing & Privacy Agreement	Exhibit D:	Statement of Work and Performance	Exhibit E:	Budget
Exhibit A:	Terms & Conditions and Insurance Requirements										
Exhibit B:	Special Conditions										
Exhibit C:	Data Sharing & Privacy Agreement										
Exhibit D:	Statement of Work and Performance										
Exhibit E:	Budget										
<b>PY22 Funding Source Information</b>  <b>Prosperity 10,000</b> Awarding Agency: Higher Education Coordinating Commission Funding Source: State of Oregon Amount: \$149,999											
<b>Regulations and Cost Principles:</b> In performing its responsibilities under this Agreement, the CONTRACTOR hereby certifies and assures that it will fully comply with the Federal Government's Uniform Guidance at 2 CFR Part 200 and 2 CFR Part 2900, including any subsequent amendments. The CONTRACTOR shall also comply with rules policies and procedures issued by the US Department of Labor, State of Oregon, and by the GRANTOR, including those adopted during the life of this Agreement to implement the Workforce Innovation and Opportunity Act of 2014.  <u>Other Requirements (As Applicable):</u> 29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements 37 CFR Part 401, Rights to inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements											

The undersigned execute this Agreement on behalf of the CONTRACTOR and CWP and, by doing so, legally obligate and bind the CONTRACTOR and CWP to the terms and the conditions of this Agreement.

Authorized Signature CLACKAMAS COUNTY	Authorized Signature CLACKAMAS WORKFORCE PARTNERSHIP
_____ Signature Date Tootie Smith, Clackamas County Board Chair	_____ Signature Date Bridget Dazey, Executive Director

**1. Notices**

All contract-related notices and payments shall be in writing and shall either be personally delivered, or sent by express delivery service, certified mail, or first-class U.S. mail postage pre-paid, or email, and addressed to the contact information outlined in this Agreement.

**2. Funding Availability**

Each disbursement of funds under this Agreement is conditioned on the availability of federal, state and/or local funds and this Agreement is subject to termination due to lack of funds or authorization. When CWP is notified of any funding or regulatory changes, CWP will provide the CONTRACTOR notice of changes within 30 days of CWP notification.

**3. General Reporting Requirements**

CONTRACTOR shall submit all financial, I-Trac data management system, program performance, and all other reports required by CWP in accordance with the specified time frames in this contract. CONTRACTOR shall provide CWP access to all records and data necessary to verify or clarify information requested or provided in such reports. Failure to submit reports by specified timeframes or provide adequate substantiation of reports as specified by CWP may result in suspension of payments to the CONTRACTOR until such time as all delinquent obligations are fulfilled.

Additionally, if CONTRACTOR fails to comply, CWP may act in accordance with Section 12.

**4. Program Objectives**

CONTRACTOR must meet program objectives outlined in Statement of Work exhibit.

**5. Administrative Capability**

Upon request, CONTRACTOR will provide CWP with the most current version of administrative documentation necessary to document capacity and conduct annual monitoring reviews. This may include such documents as:

- A. Annual Audited Financial Statements
- B. Annual Audited Financial Statement with OMB-133 Compliance
- C. Conflict of Interest Policies
- D. Corrective Action Plan(s)
- E. Cost Allocation Plan(s)
- F. Federal Negotiated Indirect Cost Rate
- G. Grievance Policies, Procedures
- H. Management Letter
- I. Personnel Policies
- J. Procurement/Purchasing Policies
- K. Timekeeping Policies
- L. Travel and Expense Policies

**6. Procurement Policies and Procedures**

CONTRACTOR shall comply with the applicable regulations and cost principles outlined in this Agreement, or with its own procurement procedures, whichever is more restrictive.

The Uniform Administrative Requirements (2 CFR 200.317-36) require all recipient procurement transactions to be conducted in a manner to provide, to the maximum extent practical, open and free competition.

In compliance with Executive Orders 12876, 12900, 12928 and 13021, CONTRACTOR is strongly encouraged to provide subcontracting opportunities for Historically Black Colleges and Universities, Hispanic Serving Institutions, Tribal Colleges and Universities; and small businesses, minority-owned firms, and women's business enterprises.

**7. Expenditure Restrictions**

**A. Allowable Activities**

CONTRACTOR must use and expend the funds awarded hereby solely to implement the project described in the Statement of Work exhibit, in accordance with the Budget Exhibit, and within limitations outlined in Special Conditions exhibit. CONTRACTOR may not use or expend the Contract funds in violation of the limitations and restrictions set forth in this Agreement.

**B. Budget Limitations**

CONTRACTOR shall be paid only within the established contract Budget and the Budget Line Flexibility outlined in the Budget Exhibit. All costs must be reasonable, necessary, allowable and allocable as defined by Federal and State of Oregon laws and rules, including applicable OMB Circulars, Pass-Through Entity (the "Pass-Through Entity", if any, is identified on the signature page of the Contract), and CWP policies and procedures.

**C. Dual Payment**

CONTRACTOR shall not be compensated twice for costs incurred under this Agreement. Costs may be shared by other sources of funds to achieve the outcomes described in this Agreement, in accordance with generally accepted accounting principles.

**D. Travel Policy**

Pursuant to 2 CFR 200.475(a), CONTRACTOR must have policies and procedures in place compliant with the requirements of the Federal Travel Regulations for all travel expenditures reimbursed under this Agreement. In the absence of an acceptable CONTRACTOR policy regarding travel costs, the rates and amounts established will comply with subchapter 1 of 5 USC 57.

**E. Rebates**

The CONTRACTOR agrees to advise CWP, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by funds under this Contract. Appropriate action shall be taken to proportionately reimburse the Awarding Agency from such income the "Awarding Agency," if any, is identified on the signature page of the Contract).

**F. Construction, Remodeling, or Renovation**

The funds provided under this Contract must not be spent for construction, remodeling, renovation, or purchase of facilities.

**8. Payment Request Process**

The CONTRACTOR must submit a timely and accurate payment request in accordance with this Contract that includes a completed and signed CWP Microsoft Excel billing workbook that reports expenditures by the Service Groups and Line Items; any required supporting documentation, and a CONTRACTOR invoice requesting reimbursement. Additionally, the updated CWP Billing Workbook must also be submitted electronically to the CWP Administrative Contact (fiscal@CWP.org) at the time of the payment request.

Upon receipt of the CONTRACTOR'S formal payment request with the required documentation, CWP will review the request for accuracy and compliance with the Contract Agreement and will issue payment within 30 days of approval.

CONTRACTOR shall minimize the time elapsing between receipt of funds from this Agreement and the disbursement of these funds in order to maintain a minimum cash balance. Interest earned shall be

**Exhibit A: Terms & Conditions and Insurance Requirements**

accounted for as program income. This treatment of interest does not allow the CONTRACTOR to ignore the requirements or intent of these cash management requirements.

Payment shall not be construed as a waiver of CWP' right to challenge CONTRACTOR's performance under this Agreement and to seek appropriate legal remedies.

**9. Financial Documentation**

CONTRACTOR shall retain original expense documentation, including proof of payment and accrued liabilities. Documentation shall include canceled checks, invoices annotated with date paid, check number, annotated receipts, payroll ledgers, and accounts payable ledgers. All documentation will have appropriate approval signatures. Documentation of costs which are allocable to more than one line item and/or which are only partially allocable to the Project Budget shall be annotated with amounts allocated to each source.

All direct costs that are charged to this Contract shall be for reasonable and necessary activities relating to the Contract. All costs not charged as a direct cost must be justified by the application of an allowable Indirect Cost Allocation Plan and/or allocation methodology. CONTRACTOR shall maintain written cost allocation plans for all allocated costs charged to this contract. All costs applied to this Contract must be consistent with the requirements of Federal Regulations including 2CFR Part 200. All allocation methodologies and costs pertaining to this Agreement are subject to CWP review and approval before reimbursement through CWP.

For participant direct payments, the CONTRACTOR is responsible for documenting payments in accordance with applicable CWP policies and procedures and for reporting detail as required by the Funder (the "Funder" is the Pass-Through Entity, the Awarding Agency, or, if both are identified in the Contract, collectively, both). CWP will notify CONTRACTOR when there are specific reporting requirements.

Copies of all source documentation for expenditures related to this contract including any documentation related to matching or leverage funds must be available to CWP upon request. Any additional documentation requirements will be specified in Exhibit B.

**10. Financial Management Standards**

The CONTRACTOR shall maintain a financial and administrative system which complies with the standards in the most recent versions of appropriate Uniform Administrative Requirements and 2 CFR Part 200. CONTRACTOR shall maintain a separate accounting of funds received and disbursed under this Contract. All accounting for this Contract shall be maintained within the CONTRACTOR's primary financial accounting system.

The CONTRACTOR's financial systems shall allow for effective fiscal and internal controls and accountability for funds, property, and other assets to ensure they are used solely for authorized purposes. CONTRACTOR shall maintain all data elements used in required reports in accordance with established program definitions.

The CONTRACTOR's financial systems will be maintained in accordance with Generally Accepted Accounting Principles and will be in compliance with all legal and contractual requirements.

The CONTRACTOR's financial system shall:

- A. Follow consistent rules for aggregation of detailed data to summary level.
- B. Compare budgeted amounts to actual expenditures including proper charging of costs and cost allocations.

- C. Contain information pertaining to Contract and contract awards, obligations, unobligated balances, assets, liabilities expenditures, income, program income, matching funds, leveraged resources and stand-in costs.
- D. Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable laws and regulations.
- E. Provide the accurate, current, and complete disclosure of all expenditures including but not limited to those from, grants, contracts or agreements.
- F. Show the distribution of Contract-funded personnel time by fund.

**11. Financial Audits and Compliance Monitoring**

The CONTRACTOR shall adequately evaluate and monitor its own programs on a regular basis and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud, and abuse.

If it is determined through audit or other means that the CONTRACTOR has violated or permitted violation of the terms or conditions of this Agreement, the CONTRACTOR shall repay to CWP the amount of funds directly related to that violation.

**A. Financial Audits**

CONTRACTOR must comply with federal audit requirements found at 2 CFR Part 200.500-521, and Appendix X and XI.

If CONTRACTOR expends an aggregate of \$750,000 or more in federal funds annually, CONTRACTOR must conduct an annual organization-wide financial and compliance audit in accordance with the above federal rules.

Unless specifically authorized by CWP in writing, CONTRACTOR shall submit the audit report to CWP no later than thirty (30) calendar days after receipt of the report or within one hundred twenty (120) calendar days following the close of the CONTRACTOR'S fiscal year, whichever is sooner. Audits performed under this section are subject to review and resolution by CWP or its authorized representative.

The CONTRACTOR shall, in accordance with CWP' timelines, be responsible to resolve and respond to any and all issues that relate to audits of activities that are funded through this Agreement.

**B. Compliance Monitoring**

CONTRACTOR will support all program compliance monitoring activities, including but not limited to CWP annual program, fiscal, and file compliance reviews, State of Oregon annual monitoring and Data Element Validation reviews, as well as any Department of Labor or other Funder monitoring activities. CONTRACTOR will allow federal, State of Oregon and CWP staff or their designees to monitor program and administrative compliance via an on-site review.

CONTRACTOR shall, upon request, provide sufficient and appropriate staff time necessary to conduct all ongoing program and administrative monitoring activities, including but not limited to the on-site review, and regular monitoring reporting, including access to all necessary records.

CONTRACTOR shall resolve and respond to any and all issues that relate to the monitoring of the workforce development activities that are funded through this Agreement.

**C. Additional Audits and Compliance Requirements.**

CONTRACTOR will cause to be performed the required financial



**Exhibit A: Terms & Conditions and Insurance Requirements**

and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations.

CONTRACTOR will monitor expenditures to date on a monthly basis to ensure that the budget-to-actual amounts demonstrate expenditure rates that are consistent with the percentage of the program year that has transpired. CONTRACTOR will pay particular attention to all participant cost categories to ensure that adequate investments in participants are being made throughout the program year.

Where CONTRACTOR has issued subcontracts under this Contract, CONTRACTOR must have a monitoring policy in place to ensure that expenditures meet funding requirements, program performance goals are being met, and participant eligibility requirements are followed. CONTRACTOR will monitor all subcontractors to ensure compliance and where a subcontractor has monitoring findings a course of corrective action is to be taken and resolution validated

**12. Disallowance of Payments**

If it is determined through audit, monitoring or other means that the CONTRACTOR has received payments which are questioned by CWP, the CONTRACTOR shall be notified and given the opportunity to justify questioned payments prior to CWP' final determination of disallowed payments. The CONTRACTOR agrees to participate in and be bound by disallowed cost determinations arising out of CWP' disallowed cost resolution process.

If a Contract payment is disallowed, CONTRACTOR shall repay the full amount of the disallowance to CWP within thirty (30) calendar days of receipt of request, or other time schedule as determined by CWP.

CWP' failure to either discover or act upon a breach of this Agreement shall in no way relieve the CONTRACTOR of its obligation to repay disallowed costs.

If the CONTRACTOR fails to comply with any of the requirements, terms, or conditions of this Agreement, CWP may, at its discretion, suspend, withhold, or disallow all or any portion of amounts otherwise payable under this Agreement

**13. Records Standards, Access to Records and Record Retention**

**A. Records Standards**

The CONTRACTOR agrees to maintain records that will provide accurate, current and complete disclosure of the status of each program, including, but not limited to, participants, financial, and program operations. The books of account and records must be maintained in sufficient detail to permit the Awarding Agency, the Pass-through Entity (if applicable), CWP and their duly authorized representatives to verify how the contract funds were expended or utilized. CONTRACTOR shall safeguard and maintain the confidentiality of all program records and documents through proper accounting and program procedures and practices. CONTRACTOR must comply with the standards in the most recent versions of appropriate Uniform Administrative Requirements and CWP policies and procedures.

**B. Record Storage and Access**

Records shall be retained and stored in a manner that will preserve their integrity and admissibility as evidence in any audit/litigation or other proceeding. The burden of production and authentication of the records shall be on the custodian of the records. The CONTRACTOR will maintain a plan for record recovery should critical records be lost.

After reasonable notice, at any time during normal business hours and as often as CWP may deem necessary, the CONTRACTOR shall make available for examination all its records relating to all matters covered by this Agreement to the named entities and representatives identified in Section 27.B. of this Agreement.

This provision includes access to the CONTRACTOR's personnel for the purpose of interview and discussion of such documents, and the delivery of all the documentation to a location designated by CWP for purposes of review. The rights of access are not limited to the required retention period or agreement term, but shall last as long as records are retained.

If record storage is located other than at the CONTRACTOR'S principal place of business the CONTRACTOR shall inform CWP in writing of the exact location where all records, reports, and other documentation and physical evidence are to be retained; the original records shall remain the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR will inform CWP in writing of any location changes prior to the date the records, reports and other documentation and physical evidence are moved. Any storage of the records, reports and other documentation beyond the boundaries of CWP' service delivery area shall require prior written approval from CWP.

If the CONTRACTOR entity ceases operations, the CONTRACTOR shall provide an inventory of and all the records, reports and other documentation covered under this and any previous agreements between CONTRACTOR and CWP to CWP.

**C. Record Retention Timeframes and Destruction Requirements**

Federal record retention requirements applicable to this agreement are found at 2 CFR 200.334-338. The CONTRACTOR shall retain all financial and other required records and supporting documents as follows:

- 1) Retain all records pertinent to this Agreement, interagency agreements, contracts or any other award, including financial, statistical, or other pertinent records, and supported documentation, for a period of at least three years after the acceptance of the final expenditure report (closeout) for that funding period by the Awarding Agency. CWP will notify CONTRACTOR of the record destruction date when the final expenditure report has been issued and approved.
- 2) Retain all records on non-expendable property for a period of at least three (3) years after final disposition of property.
- 3) Retain indirect cost records such as computations or proposals, cost allocation plans, and supporting documentation for three years from the date the indirect cost rate package is submitted for negotiation. If not submitted for negotiation, the three-year period identified in 13.C.1). above shall apply.
- 4) Retain all records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees and applicants for employment as required in 13.C.1) above. Participant files should be organized and stored by program year using the participant's year of exit.
- 5) Retain records regarding complaints and actions taken on the complaints for a period of not less than three (3) years from the date of resolution of the complaint.
- 6) Retain all records beyond the required period if any litigation or audit has begun or a claim is instituted involving the grant

**Exhibit A: Terms & Conditions and Insurance Requirements**

or agreement covered by the records. The records shall be retained until the litigation, audit or claim has been resolved or the specified destruction date, whichever is longer.

In the event that more than one of the record retention periods identified above applies, the CONTRACTOR will comply with the longest applicable record retention period. After the record retention period has passed, any records destroyed must be commercially shredded.

**D. Limitation of Public Access to Records**

If disclosure of trainee records is requested by the public, current confidentiality or non-disclosure standards in ORS 192 and OAR 589-020-0330, pertaining to records of participants, shall apply. Personal information may be made available to other service providers on a selective basis consistent with the participant's signed "Release of Information" form. Trade secrets, or commercial or financial information, that is obtained from a person and privileged or confidential shall not be available to the public.

**E. Fees for Requests for Records**

CONTRACTOR may charge fees sufficient to recover costs applicable to the processing of requests for records.

**14. Contracts and Assignments**

The CONTRACTOR shall not assign or transfer any interest in this Agreement in whole or in part, or any right or obligation hereunder, without the prior written approval of CWP.

If approved, any contract entered into by the CONTRACTOR is not an obligation of CWP. The CONTRACTOR shall not represent that it has the power or authority to obligate CWP. No approval by CWP of any assignment or transfer shall be deemed to create any obligation of CWP in addition to those set forth in this Agreement. In no case shall such consent relieve the CONTRACTOR from the obligation under, or change the terms and conditions of, this Agreement, unless otherwise provided. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

CWP has the right to assign all Contract rights and responsibilities at any time by giving written notice of assignment to the CONTRACTOR.

Any work or services subcontracted hereunder shall be specified by a written contract, which shall be properly executed. Any entity that receives a subcontract must provide CONTRACTOR with their Data Universal Numbering System (DUNS) number and be registered in the System for Award Management ([www.sam.gov](http://www.sam.gov)) prior to contract execution; the DUNS number must be maintained in the contract file and be available for review upon request. The CONTRACTOR shall provide a copy of the contract and any modifications to CWP, upon request.

The failure by CWP to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

The CONTRACTOR remains responsible for assuring compliance by such delegates with requirements of the funding sources provided by or through CWP. Federal, State and local laws, regulations, policies, procedures and this Contract.

The CONTRACTOR shall conduct a program and fiscal monitoring of its subcontractors in accordance with CONTRACTOR monitoring policies and procedures. CONTRACTOR shall provide CWP with a copy of its monitoring policies, procedures, and schedule for approval. All program and fiscal monitoring reports for subcontractors of the CONTRACTOR will be provided to CWP for review and approval.

**15. Independent Contractor; Responsibility for Taxes and Withholding; and Retirement**

CONTRACTOR is not an "officer", "employee", or "agent" of CWP, as those terms are used in ORS 30.265.

The CONTRACTOR shall perform all required work as an independent CONTRACTOR and in accordance with but not limited to: Personal Income Tax Laws (ORS Chapter 316); Workers' Compensation Laws (ORS Chapter 656); Wages, Hours and Records Laws (ORS Chapter 652); Conditions of Employment Laws (ORS Chapter 653); Safety and Health Regulations (ORS Chapter 654); and Unemployment Insurance (ORS Chapter 657); conditions concerning payment, contributions, liens, withholding (ORS 279B.220; ) condition concerning payment for medical care and providing workers' compensation (ORS 279B.230); condition concerning hours of labor (ORS 279B.235); State contracting agencies to use recovered resources and recycled materials; notice to prospective contractors (ORS 279B. 270); conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints (ORS 279C.515); all regulations and administrative rules established pursuant to the foregoing laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

CONTRACTOR shall be responsible for all federal or state taxes applicable to compensation or payment paid to CONTRACTOR under this Agreement and unless CONTRACTOR fails to provide their correct Taxpayer Identification Number (TIN), CWP will not withhold from such compensation or payments any amount(s) to cover the CONTRACTOR's federal or state tax obligations. CONTRACTOR is not eligible for any Social Security unemployment insurance or workers' compensation benefits from compensation or payments paid to CONTRACTOR under this Agreement, except as a self-employed individual.

**16. Employee and Participant Status and Rights**

**A. Non-Employee Status of Trainees**

Trainees in programs under this Agreement shall not be deemed federal, state, city or CWP employees, and shall not be subject to the provisions of law pertaining to employment by any such government.

**B. Employment Terms, Benefits and Working Conditions**

All participants employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.

**C. Worksite Standards and Safety**

Conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, COVID-19 exposure risks, and proficiency of the trainee.

Trainees enrolled under this Agreement shall be adequately supervised during training hours, be informed about their rights and responsibilities in reporting unsafe training or working conditions and training- or work-related illnesses and injuries, and be provided with safe training conditions which, at a minimum, shall conform to the health and safety regulations established by the State of Oregon and the Occupational Safety and Health Administration. Health and safety standards established under state and federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants.

**Exhibit A: Terms & Conditions and Insurance Requirements**

**D. Charging of Fees to Participants**

No person or organization, including private placement agencies, may charge a fee to any individual for referral to or placement in training or employment programs.

**E. Grievance Procedures**

The CONTRACTOR agrees to adopt procedures for hearing and resolving grievances and complaints arising out of this Agreement, in conformance with CWP' established policies and procedures. Procedures must comply with rules implementing the Workforce Innovation and Opportunity Act (WIOA).

The CONTRACTOR shall abide by Final Determinations issued under CWP, State or Federal grievance processes. Participants receiving services must read and sign a copy of the CONTRACTOR's Grievance Procedure which shall be kept in the participant's file.

**17. Performance Failure**

In the event CONTRACTOR fails to perform under this Agreement, CWP may take action in accordance with CWP Contract Monitoring policies provided or made available to CONTRACTOR, or if CONTRACTOR fails to take directed corrective action terminate or suspend the Contract (Section 28.B, Termination for Cause).

CWP may also pursue any remedies available under this Agreement, at law or in equity. Such remedies include but are not limited to: termination of this Agreement effective upon written notice to CONTRACTOR, return of all or a portion of the Contract funds associated with the failure to perform and declaration of the CONTRACTOR's ineligibility for the receipt of future awards from CWP. If, as a result of an Event of Default (Section 28.B Termination for Cause), CWP demands return of all or a portion of the Contract funds, CONTRACTOR shall pay the amount to CWP upon CWP' demand.

**18. Indemnification and Hold Harmless**

CONTRACTOR will defend, indemnify, and hold harmless CWP and its subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors, and permitted assigns (each, a "CWP Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising out of or resulting from CONTRACTOR's failure to comply with any of its obligations under this Agreement

To the extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless CWP, its Board of Directors, the Workforce Investment Board, the Awarding Agency, the Pass-Through Entity (if applicable), and their respective officers, agents, representatives, and employees (the "Indemnified Parties"), from, for, and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the acts or omissions of the CONTRACTOR or the CONTRACTORS employees or subcontractors work under this Agreement, including but not limited to, CONTRACTOR or the CONTRACTOR's employees' or subcontractors' failure to comply with COVID-19 Safety Requirements.

Nothing in this Section 18 requires the CONTRACTOR to indemnify the Indemnified Parties against liability for damages caused in whole or in part by the negligence or misconduct of the Indemnified Parties. The CONTRACTOR, however, will be required to indemnify the Indemnified Parties to the extent that damages arise from the fault, negligence, or misconduct of the CONTRACTOR or the CONTRACTOR's employees or subcontractors.

**19. Equal Employment Opportunity and Nondiscrimination**

The CONTRACTOR shall not exclude from participation, discriminate against, or deny employment services or benefits to any person, including trainees, in the administration of or in connection with any program administered by the CONTRACTOR on the grounds of race, color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, application for Worker's Compensation benefits, youth offender (ORS Chapter 419A.004), sexual orientation or perceived sexual orientation, gender identity, or association with any person with, or perceived to have one or more of the above named characteristics, and for beneficiaries only, citizenship, or participation in the program funded under this Agreement. The CONTRACTOR shall take action to ensure that qualified applicants from groups which have historically been denied equal opportunity for employment because of the above factors shall be provided access to and encouraged to participate in employment and training activities.

CONTRACTOR will comply with all Federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to work under this Contract, including but not limited to the following:

- A. Section 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination against qualified individuals with disabilities;
- B. Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as amended;
- C. Age Discrimination in Employment Act of 1967 and Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on basis of age;
- D. Americans with Disabilities Act of 1990 (ADA) Public Law 101-336 and ORS 659A.142, as amended;
- E. Section 188 of the Workforce Innovation and Opportunity Act (WIOA);
- F. Nontraditional Employment for Women Act of 1991;
- G. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on basis of sex in educational programs;
- H. Health Insurance Portability and Accountability Act of 1996;
- I. Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended;
- J. Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255), as amended relating to nondiscrimination on the basis of drug abuse;
- K. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- L. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- M. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act 42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- N. 29 CFR Parts 33 and 37 (If Contract includes DOL funds);
- O. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made;
- P. If operating within the City of Portland, (IV) 23.01.070 and 23.01.050 of the Code of the City of Portland; and



**Exhibit A: Terms & Conditions and Insurance Requirements**

- Q.** The requirements of any other nondiscrimination statute(s) which may apply to the application.

CONTRACTOR expressly agrees to comply with the Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60.

Further, the CONTRACTOR shall include brief wording in each orientation of potential applicants to describe the Equal Opportunity and Affirmative Action position of this Contract and the method of filing a complaint in regard to such.

CONTRACTOR will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear in publications, broadcasts and other communications as outlined in the applicable Uniform Administrative Requirements. Where such materials indicate the CONTRACTOR may be reached by telephone, the materials must state the telephone number of the TDD/TTY or relay service used by the CONTRACTOR, as required.

**20. Responsibility for Legal Compliance**

It is the responsibility of the CONTRACTOR to comply with the following:

**A. Limitations on Union or Anti-Union, Sectarian, Religious, Political or Lobbying Activities**

No funds under this agreement shall be used in any way to assist, promote or deter union activities. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement. No trainee may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.

These funds may not be spent on the employment or training of participants in sectarian activities which include religious activities, political activities, and/or lobbying.

The CONTRACTOR agrees that the participants shall not be employed on the construction, operation or maintenance of any facility or portion of any facility which is used or may be used for sectarian instruction or as a place of religious worship.

**B. Applicable Laws, Regulations, and Policies**

All other applicable and presently existing or subsequently created or enacted federal, state and local laws, regulations, executive orders, ordinances and policies and appropriate U.S. Office of Management and Budget Circulars required by the Awarding Agency and the Pass-Through Entity (if applicable), and/or other applicable grants as related to activities under this Contract. This includes all applicable policies of CWP.

**C. Fraud Notification Requirements**

CONTRACTOR must comply with CWP' requirement that all suspected incidents of fraud, abuse, or other criminal activity must be immediately reported on the same business day as the complaint was made or the incident discovered. CONTRACTOR will conform to CWP' established policies and procedures for reporting and resolution.

**21. Maintenance of Effort**

No currently employed worker shall be displaced by any trainee, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No program shall impair existing contracts for services or collective bargaining agreements. No

program which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned. No trainee shall be employed, or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized under this Contract.

**22. Nepotism**

CONTRACTOR shall comply with 20 CFR 683.200(g) and federal and State nepotism rules implementing WIOA. No individual may be placed in an employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

No member of the immediate family of any officer, agent, director, partner or employee of the CONTRACTOR shall receive preferential treatment for enrollment in services or training provided by, or employment with the CONTRACTOR.

The term "immediate family" means wife, husband, life/domestic partner, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandparent, stepparent, and stepchild. This includes aunts, uncles, nieces and nephews by blood or formal adoption only, but not such relationships by marriage.

**23. Code of Conduct**

CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award, or administration of a contract or contract supported by funds received in connection with this Contract if a real or apparent conflict of interest as defined by ORS Chapter 244 would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family (see Section 22) or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

The officers, employees, and agents of the CONTRACTOR shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, CONTRACTOR may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the CONTRACTOR. No officer, employee or agent, any member of his or her immediate family, or an organization which employs or is about to employ any of the parties indicated herein, shall financially benefit from the activities of any program participant or applicant.

**24. Patents and Copyrights**

The CONTRACTOR shall comply with the standards in 2 CFR Part 200 for the development, licensing, distribution and use of product(s) and material developed with this Contract.

**A. Patents**

The CONTRACTOR and CWP agree that this Contract shall be governed by Public Law 98-620, by the government wide regulations issued by the Department of Commerce at 37 CFR Part 401 for patents and inventions and implements Awarding Agency regulations. In accordance with these provisions, CONTRACTOR and CWP agree to promptly report all inventions made in the course of or under this Contract.

**Exhibit A: Terms & Conditions and Insurance Requirements**

In the event that a patent application on such an invention is filed, CONTRACTOR hereby grants CWP and the Awarding Agency and Pass-Through Entity a non-exclusive, non-transferable, royalty-free license for research and educational purposes only.

**B. Copyrights**

The CONTRACTOR agrees that it will not knowingly include any material copyrighted by others in any written or copyrighted material furnished or delivered under this agreement without the consent of the copyright owner, unless it obtained specific written approval from CWP for the inclusion of such copyrighted materials.

**25. Public Information**

Whenever written or verbal information related to the services provided through this Contract is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the CONTRACTOR shall acknowledge and name CWP and the Awarding Agency as providing funding for the services provided through this Contract. Additional applicable public disclosures requirements may be described in the Special Conditions exhibit.

**26. Governing Law, Venue, Consent to Jurisdiction**

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provisions held to be invalid.

Any claim, action, suit or proceeding (collectively, "Claim") between CWP and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, by execution of this Contract, hereby consents to the in personam jurisdiction of said courts.

**27. Assurance**

By signing this Agreement, the authorized representative certifies that the CONTRACTOR:

**A. Financial Capability**

Has the legal authority to apply for federal, state or local assistance, enter into this Contract Agreement, and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project(s) described in this Agreement.

**B. Access to Records**

Will give CWP, the Awarding Agency, and Pass-Through Entity (if applicable), the Governor (if applicable) and their duly authorized representatives; appropriate governmental authorities involved in the administration of these funds to extent necessary for its proper administration, authority to audit, examine, and make excerpts or transcripts from its books of accounts, correspondence, papers, records, files, forms, or other documents of the CONTRACTOR including all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement which are necessary to evaluate whether the funds have been spent lawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this Agreement, including the proper

allocation of costs. Authorized representatives could include but are not limited to the Director - Office of Civil Rights, the Comptroller General of the United States and the Inspector General.

**C. Conflict of Interest**

Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Every reasonable course of action shall be taken by the CONTRACTOR in order to maintain the integrity of this expenditure of CWP' funds and to avoid any favoritism or questionable or improper conduct.

**D. Complete the Work**

Will initiate and complete the work within the applicable time frame after receipt of approval from CWP.

**E. Political Activities**

Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. In addition, the CONTRACTOR agrees to comply with, where applicable, Public Law 101-121, which prohibits influencing Federal financial transactions.

Shall not use funds provided under this Contract for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself. Nor shall grant funds be used to pay the salary or expenses of any CONTRACTOR staff or agent, related to any activity designed to influence legislation, appropriations regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of the state, local, or tribal government in policy making and administrative processes within the executive branch of the government.

**F. Debarment and Suspension**

As required by Executive Orders 12549 and 12689 and 2 CFR 200.214 regarding Debarment and Suspension, the CONTRACTOR certifies to the best of its knowledge and belief, that neither it nor its principals:

- 1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- 2) Have within a three-year period preceding this proposal been convicted 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 under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with

**Exhibit A: Terms & Conditions and Insurance Requirements**

commission of any of the offenses enumerated in paragraph (2) of this certification; and,

- 4) Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall provide an explanation to CWP.

**28. Contract Termination**

**A. Termination for Convenience**

This Agreement may be immediately terminated by the mutual consent of the parties.

Either party to this Agreement may terminate the agreement without cause by delivering a thirty- (30) day written notice of intent to terminate to the other party.

CWP may terminate this Agreement for convenience by delivering to CONTRACTOR at least three (3) days advance written notice of its intent to terminate if CWP' funding or other resources for programs serviced under this Agreement are withdrawn, suspended, or otherwise altered due to COVID-19.

**B. Termination for Cause**

CWP may terminate or modify this Agreement, in whole or in part, in writing, immediately upon notice to CONTRACTOR, or at such later date as CWP may establish in such notice, upon the occurrence of any of the following events:

- 1) CONTRACTOR'S misuse of funds provided under this agreement or any other agreement CONTRACTOR has with CWP. Misuse of funds includes any unauthorized or inappropriate use of contract funds that violate federal, state or local laws or regulations.
- 2) CWP fails to receive funding at levels sufficient to allow the purchase of the indicated CONTRACTOR services;
- 3) Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the services under this Agreement are prohibited or CWP is prohibited from paying for such services from the planned funding source;
- 4) CONTRACTOR no longer holds any license or certificate that is required to perform the work;
- 5) Significant changes in CWP priorities, as indicated by direct action of the Board of Directors of CWP.
- 6) CONTRACTOR, through any cause, has failed to perform in a timely and proper manner its obligations, in whole or in part, under this Agreement, has failed to make sufficient progress towards its objectives, or has violated any of the covenants, agreements, or stipulations of this Agreement. In this event, CWP shall notify the CONTRACTOR of the intended action in writing and specify the effective date thereof.

**C. Termination Procedures**

In the event of early Contract termination for whatever reason, and after receipt of the Notice of Termination, the CONTRACTOR shall stop work as specified in the notice and cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. The

CONTRACTOR will not enter into any further subcontracts and will not place any further order.

In addition, the CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination, to the extent that they relate to the performance of any work terminated by the Notice. With respect to such canceled commitments, the CONTRACTOR agrees to settle all outstanding liabilities and all claims arising out of such cancellation of commitments or ratify all such settlements.

Further, upon termination, CONTRACTOR shall deliver to CWP all documents, information, work-in-progress and other property as detailed in this contract and its exhibits.

**D. Payment after Termination**

In the event of early Contract termination initiated by either party for whatever reason, the CONTRACTOR shall only be entitled to receive reimbursement for costs incurred for services provided prior to the Contract termination date. It is understood that performance in compliance with the Statement of Work exhibit is a prerequisite to receiving payment.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to CWP for damages sustained by CWP by virtue of any breach of this Agreement by the CONTRACTOR, and CWP may withhold any payments to the CONTRACTOR for the purpose of offset until such time as the exact amount of damages due CWP from the CONTRACTOR is determined.

**E. Close Out Responsibilities and Procedures**

Upon notice of termination or expiration of this Agreement, regardless of the reason, CONTRACTOR will work with CWP to establish an acceptable close-out plan which will include both program and administrative components and associated due dates that ensure a smooth transition and compliance with all state and federal requirements.

The plan will include, but is not limited to, activities that ensure participants are transferred to another similar program with the least amount of disruption possible; participant files and all financial records are updated and assurances in place of record retention provisions; the timeline for submission of final invoices, quarterly reports, leveraged funds, performance reports and updating I-Trac data; and when applicable, accounting of program income, stand-in costs and match funds are in place.

**29. Agreement Modifications**

This Agreement constitutes the entire agreement between the parties hereto. Any amendments to this Agreement or its attachments shall be effective only when they are reduced to writing and duly signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Notwithstanding the foregoing, all amendments created solely to incorporate new laws, rules, guidelines, or policies adopted by authorities providing funding to CONTRACTOR through CWP shall bind both parties if signed by only CWP.

**30. Force Majeure**

Except as hereinafter provided in this Section, no delay or failure in performance by CWP shall constitute a default under this Agreement if the delay or failure is caused, in whole or in part, by a Force Majeure Event. A "Force Majeure Event" means any event beyond the control of CWP and that CWP is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism,



**Exhibit A: Terms & Conditions and Insurance Requirements**

pandemic, medical epidemic, explosions and other catastrophes, governmental actions or orders, national emergency, war, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy

**31. COVID-19 Safety Requirements**

The novel coronavirus (“COVID-19”) is a contagious disease that has been declared a global pandemic by the World Health Organization. National, state, and local governmental and health authorities have issued certain health and safety requirements and guidance for the general public and for some specific events or businesses to mitigate the risk of exposure to and transmission of COVID-19. CONTRACTOR attests that it is knowledgeable of and understands all current and applicable legal requirements and guidance concerning COVID-19 health and safety practices (collectively “COVID-19 Safety Requirements”) and plans to implement and require COVID-19 Safety Requirements in connection with the purpose of this Agreement. CONTRACTOR understands that the COVID-19 Safety Requirements may change from time to time and acknowledges and understands that CONTRACTOR is responsible for ensuring that worksites selected for participant work-based training programs maintain full compliance with all COVID-19 Safety Requirements at all times in connection with the purpose of this Agreement.

By appropriate written agreement, the CONTRACTOR shall require CONTRACTOR’s subcontractors to be bound to the CONTRACTOR by terms of this Section’s COVID-19 Safety Requirements and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for ensuring and requirement compliance of all COVID-19 Safety Requirements in connection with this Agreement. Each subcontractor agreement shall reserve and protect the rights of CWP under this Agreement with respect to any issues related to COVID-19 so that subcontracting will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the CONTRACTOR that the CONTRACTOR, by this Agreement, has against CWP.

**32. Definitions**

Capitalized terms not defined in this Contract have the meanings given to them in CWP policies and procedures or the Workforce Innovation and Opportunity Act, as amended (29 USC 32), and any subsequently issued guidance and regulations thereto.

**33. Insurance Requirements**

CONTRACTOR shall provide insurance coverage at its own expense, issued by responsible carriers rated A VII or better by A.M. Best’s rating service (unless otherwise approved by CWP), and in a form reasonably satisfactory to CWP, that meets the requirements of this Section 33 or have self-insurance meeting the insurance requirements of this Section 33.

CONTRACTOR shall be financially responsible for all deductibles or self-insured retention contained within the insurance. Except as otherwise required below, CONTRACTOR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. There shall be no cancellation, material change, or reduction of limits to any insurance required under this Section 31 without thirty (30) days advance written notice from the CONTRACTOR to CWP.

If the insurance is canceled or terminated prior to completion of the Agreement, CONTRACTOR shall purchase new coverage and provide a certificate of insurance evidencing coverage and limits equal to or greater than the required level of insurance under this Section 31. In the event the CONTRACTOR fails to keep in effect at all times the specified insurance coverage, CWP may terminate this Agreement, subject to the provisions of this Agreement.

**A. General Liability Insurance**

CONTRACTOR must carry a Commercial General Liability (CGL) insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. The CGL coverage shall include all major coverage categories including without limitation bodily injury, property damage, and contractual liability.

**B. Motor Vehicle Liability Insurance**

CONTRACTOR must carry Automobile Liability insurance with a combined single limit of not less than \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for CONTRACTOR’S vehicles, whether owned, hired, or non-owned.

**C. Professional Liability Errors and Omissions Insurance**

Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate.

**D. Workers’ Compensation Insurance**

The CONTRACTOR must carry Workers’ Compensation Insurance sufficient to meet statutory limits. If the CONTRACTOR pays wages directly to trainees under this Contract, the CONTRACTOR must also carry Workers’ Compensation Insurance sufficient to meet statutory limits that covers any and all such trainees. No Workers’ Compensation Insurance has been or will be obtained by CWP for the CONTRACTOR or for the CONTRACTOR’S employees and subcontractors.

**E. Sexual/Physical Abuse/Molestation Insurance**

If serving participants less than age 18, CONTRACTOR must carry a Sexual or Physical Abuse or Molestation Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$1,000,000 in the aggregate.

**F. Bonding**

The CONTRACTOR shall carry Employee Dishonesty coverage on every officer, director, agent, or employee authorized to receive or deposit funds under this contract or issue financial documents, checks, or other instruments of payment of program costs. The coverage shall be in the amount of at least \$100,000 and shall be effective prior to any Contract payment and for at least twelve (12) months after this Agreement terminates. Or if CONTRACTOR is self-insured, the CONTRACTOR shall be insured against any dishonest actions of its employees at an amount of at least \$100,000 and shall be effective prior to any Contract payment and for at least twelve (12) months after this Agreement terminates

**G. Property and Equipment**

All property and equipment purchased by CONTRACTOR with funds received under this Agreement, or purchased on behalf of CONTRACTOR for the program site(s) covered under this Agreement, shall be insured by CONTRACTOR at replacement value against fire, theft, and destruction equal to the full replacement cost.

**H. Certificates of Insurance**

As evidence of the insurance coverage required by this Agreement, the CONTRACTOR shall furnish acceptable insurance certificates to CWP at the time, or prior to the time, CONTRACTOR executes this Agreement. CONTRACTOR shall name CWP and each of its respective officers, agents, and employees as additional insured with respect to the CONTRACTOR’S services to be provided under this Agreement. If requested, complete copies of any insurance policy shall be provided to CWP.





**Exhibit A: Terms & Conditions and Insurance Requirements**

**I. Additional Insureds**

The Indemnified Parties shall be additional insureds on CONTRACTOR's insurance policies for CGL, Automobile Liability, and Sexual or Physical Abuse or Molestation Liability insurance policies for claims caused in whole or in part by CONTRACTOR's negligent acts or omissions.

**J. Subcontractor Insurance**

CONTRACTOR shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the CONTRACTOR under this agreement, unless this requirement is expressly modified or waived by CWP in writing.

## **1. Financial Billing and Reporting Requirements**

### **A. Billing Due Dates**

CONTRACTOR shall submit to CWP's Administrative Contact all monthly contract billings by the 20th day of the month following the period billed. Contract billings shall be submitted using the template provided by CWP.

### **B. Final Billing for Close-Out**

Upon completion of the award, Contractor shall submit a final invoice (marked FINAL), which will be the final accounting of all accrued and actual expenditures under this Agreement. Duration of award: July 1, 2022 – June 30, 2023.

All Contract billings shall be submitted by 45 days after end of contract. This will constitute the final contract billing request for this Contract. No charges submitted more than 45 days after end of contract will be reimbursed. CWP may, at its discretion, withhold payment of the final invoice until all close-out requirements have been met in accordance with Exhibit A, Section 28.E. Contract Termination, Close-Out Responsibilities and Procedures.

## **2. Additional Financial Documentation for Billing**

Upon request, CONTRACTOR will provide copies of actual source documents or general ledger detail supporting all invoiced expenditures at the time of billing. When general ledger detail is not available or source documentation is excessive, CONTRACTOR may provide a summary of the detail with an attestation to the validity of the information and will maintain the detailed back up as outlined in Section 13 - Records Standards, Access to Records and Record Retention (Exhibit A).

## **3. Performance, Monitoring, and Budget Management**

A. Expenditures to date will be monitored on a monthly basis to ensure that the budget-to-actual amounts demonstrate expenditure rates that are consistent with the percentage of the program year that has transpired. Particular attention is to be paid to all participant cost categories to ensure that adequate investments in participants are being made throughout the program year.

B. CONTRACTOR will support all program compliance monitoring activities, including but not limited to CWP's annual program, fiscal, and file compliance reviews, State of Oregon annual monitoring and Data Element Validation reviews, as well as any Department of Labor or other funder monitoring activities.

## **4. Program Income**

Program income must be tracked by funding source and reported to CWP on the CWP Reimbursement form at the time of each billing and in the appropriate section of the Financial Status Report. If CONTRACTOR generates program income with Contract funds, the program income must be added to the Contract, shall be considered Contract funds for purposes of this Agreement, and must be used or expended in accordance with the terms and conditions of this Agreement prior to requesting disbursement of additional funds under this Contract from CWP. CONTRACTOR will comply with program income requirements outlined in 2 CFR 200.307.

## **5. Stand-In Costs**

Stand-in costs must be tracked by funding source and reported to CWP in the appropriate section of the Financial Status Report. In order to be considered as valid substitutions, the costs shall have been reported by CONTRACTOR as uncharged program costs under the same title and in the same program year in which the disallowed costs were incurred; shall have been incurred in compliance with laws, regulations, and contractual provisions governing funding source; and shall not result in a violation of the applicable cost limitations.

## **6. Technology and Participant Data Management**

CWP makes use of Internet technologies to communicate with CONTRACTOR and track Contract performance. Email, web information systems, and an internet-based data management system are the primary technologies. To support this technology, CONTRACTOR must have:

- A. Business-grade, broadband internet connectivity.
- B. Network and workstation virus protection that is fully functional and updated at least weekly.
- C. Individual E-mail accounts for staff working with CWP allowing attachment size of at least 5 Megabytes.

Documentation of services will be maintained as directed by CWP policy and procedures. CONTRACTOR is responsible for entering information into the I-Trac data management system that is supported by required file documentation, staff or customer attestation, as outlined in CWP policy and procedures. Performance reports will be available through this same system. *I-Trac Data Entry must be completed within five business days following the activity or data change* to ensure accurate and timely grant reporting.

To support I-Trac technology and use, CONTRACTOR must have:

- D. PCs with 4 GB RAM or more.
- E. One of the following Internet browser programs: Microsoft Internet Explorer version 9 or newer; Google Chrome version 25.0 or newer; Mozilla Firefox version 21.0 or newer.
- F. Monitors capable of at minimum a 1024x768 resolution that is comfortable for the user.

## **7. Security of Information**

### **A. Breach Notification**

Any CONTRACTOR who becomes aware of any potential breach of a document or electronic file containing participant personal information will immediately notify CWP. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

CONTRACTOR will at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including without limitation taking any and all action necessary to comply with applicable privacy laws. CONTRACTOR will reimburse CWP for all actual costs incurred by CWP in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and remediation.

CONTRACTOR will not inform any third party of any Security Breach without first obtaining CWP' written consent from either the Executive Director. CWP will have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law, or otherwise in CWP' discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

CONTRACTOR agrees to maintain and preserve all documents, records, and other data related to any Security Breach.

CONTRACTOR agrees to fully cooperate at its own expense with CWP in any litigation, investigation, or other action deemed necessary by CWP to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.

### **B. Social Security Number Use**

CONTRACTOR will not print a participant's full Social Security Number (SSN) on any document that will be sent through the mail (U.S. or electronic) without a written request from the person whose SSN will be printed on the document, except as required by law. CONTRACTOR will use only the I-Trac Customer ID, the Jobseeker ID, or the last 4 digits of a SSN on documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, CONTRACTOR will take steps to protect the document from unauthorized disclosure. CONTRACTOR will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. CONTRACTOR may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No CONTRACTOR will publicly post or display a document containing a full SSN.

### **C. Data and Record Security**

CONTRACTOR must develop, implement, and maintain reasonable safeguards to protect the security and confidentiality of participant personal information. Employees of CONTRACTOR with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, CDs or other media which contains personal information. CONTRACTOR must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. CONTRACTOR will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.

Upon CWP' request, CONTRACTOR will allow CWP or, upon CWP' election, a third party on CWP' behalf, to perform an assessment of all controls in CONTRACTOR's environment in relation to all Personal Information being handled pursuant to this Agreement. CONTRACTOR will fully cooperate with such assessment. In addition, upon CWP' request, CONTRACTOR will provide CWP with the results of any audit by or on behalf of CONTRACTOR performed that assesses the effectiveness of CONTRACTOR's information security program as relevant to the security and confidentiality of Personal Information shared during the course of this Agreement.

#### **8. Leveraged Resources**

Leveraged resources are defined as all resources used by the CONTRACTOR to support this Contract activity and outcomes, whether those resources meet Federal standards for "match" funds. Leveraged resources that were expended by the CONTRACTOR must be reported as directed by CWP.

#### **9. Business Relocation Service Prohibitions**

Refer to WIOA and implementing federal and state rules. Federal funds may not be used for:

- A. Relocation of a business or part of a business from any location in the United States, if the relocation would result in any employee losing his or her job at the original location;
- B. Customized training, skill training, or on-the-job training or company specific assessments of job applicants or employees of a business or a part of a business that has relocated from any location in the United States until the company has operated at that location for 121 days or more, if the relocation resulted in any employee losing their jobs at the original location.

#### **10. Public Announcements**

When issuing statements, press releases, and requests for proposals, bid solicitation, and other documents describing program funded in whole or in part with federal money under this Agreement, CONTRACTOR shall follow the CWP's Public Disclosure Statement policy.

#### **11. Funding Acknowledgement**

If required, all written brochures, training materials, curriculum, and other written materials whose development is supported in whole or in part with funds provided under this Contract must contain a funding acknowledgement. The specific language required will be provided by CWP upon CONTRACTOR request.

#### **12. Lobbying**

If the CONTRACTOR is a recipient of federal assistance funds of \$100,000 or more, whether all or only part of the funds are provided by CWP the CONTRACTOR certifies by signature of this Contract that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, cooperative agreement, or any other award covered by 31 U.S.C. Sec. 1352.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the contract documents for all subcontracts and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **13. Veteran's Priority Provisions**

CONTRACTOR agrees to comply with Veteran's Priority Provisions. The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing the



priority of service can be found at 20 CFR 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL 10-09 is available at <http://wdr.doleta.gov/directives>.

#### **14. Additional Assurance and Certification for Agreements over \$100,000**

##### **A. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations**

By execution of this Contract, CONTRACTOR hereby provides CWP a written assurance that the CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 30), and further, CONTRACTOR agrees to promptly report all infractions to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

##### **B. Drug Free Workplace Certificate**

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CONTRACTOR'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 CONTRACTOR's policy of maintaining a drug-free workplace.
  - c) Any available drug counseling, rehabilitation, and employee assistance programs.
  - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 18.B.1);
- 4) Notifying the employee in the statement required by paragraph 18.B.1) that, as a condition of employment under the Contract, the employee will:
  - a) Abide by the terms of the statement; and
  - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- 5) Notifying CWP in writing, within ten calendar days after receiving notice under 4)b) above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Contract;
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4)b) above, with respect to any employee who is so convicted:
  - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1) through 6) above.

##### **C. National Labor Relations Act Employee Rights Notice**

During the term of this Agreement, CONTRACTOR agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places where employees covered by the National Labor

Relations Act engage in activities relating to the performance of the Agreement, including all places where notices to employees are customarily posted both physically and electronically (29 CFR 471).

**D. Federal Funding Accountability and Transparency Act**

The Federal Funding Accountability and Transparency Act (FFATA) require sub-recipients with federal award over \$25,000 to register and maintain DUNS and Central Contract Registry (CCR) numbers. To obtain a DUNS and CCR number see links below.

DUNS number registration information can be obtained at: <http://fedgov.dnb.com/webform>.

Registration information for CCR can be found at: <http://www.sam.gov>.

**E. Text Messaging While Driving (Executive Order 13513 Section 4)**

CONTRACTOR will adopt policy that prohibits staff text messaging while driving company-owned or rented vehicles or while driving personal vehicles and performing any work for or on behalf of this Contract.

**F. Limited English Proficiency**

Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. Recipients should determine their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

**G. Seat Belts**

Pursuant to EO 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.

**H. Executive Order 13333**

This Agreement may be terminated without penalty, if the grantee or any subgrantee, or the CONTRACTOR or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement. (22 U.S.C. § 7104(g))

**I. Special Requirements for Conferences and Conference Space**

Conferences sponsored in whole or in part by the CONTRACTOR are allowable if the conference is necessary and reasonable for the successful performance of the Contract. CONTRACTOR must use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed. CONTRACTOR must obtain prior approval from CWP before holding any conference (which includes retreat, seminar, or symposium or similar event).

**J. Hotel-Motel Fire Safety**

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

**K. Buy American Notice Requirement**

None of the funds made available under this award may be expended by an entity unless the entity agrees that in expending the funds it will comply with 41 U.S.C. 8301 through 8303 (commonly known as the "Buy American Act")

**L. Prohibition on Providing Federal Funds to ACORN**

These funds may not be provided to the Association of Community Organizations for Reform now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

**M. Prohibition on Contracting**

1) CONTRACTOR may not knowingly enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any federal law within the preceding 24 months. Expenses prohibited or unallowable under any other federal, state or local law or regulation, including foreign travel.



- 2) CONTACTOR may not knowingly enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 3) No funds made available under a federal act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers of this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

**N. Violation of the Privacy Act**

These funds cannot be used in contravention of the 5 U.S.C. 552a or regulations implementing that section.

**Prosperity 10,000 (7/1/22 - 6/30/23)**

The State of Oregon has committed to supporting the educational and training needs of Oregonians through the establishment of *Future Ready Oregon*. *Future Ready Oregon* is a comprehensive \$200M investment package that supports increased education and training opportunities for Oregonians; the development of more benefited, family-wage careers opportunities for Oregonians; and the prioritization of Oregonians most impacted by the Covid-19 pandemic, as well as communities that have been historically underserved and marginalized (due to structural, systemic, and institutional biases).

This grant reflects one component of *Future Ready Oregon* known as the *Prosperity 10,000 Program*. *Prosperity 10,000* is a program of the Higher Education Coordinating Commission (HECC) and is administered by Local Workforce Development Boards (LWDBs), including CWP.

Prosperity 10,000 funds are to be used to:

1. To provide career coaching, occupational training, and job placement services;
2. To provide wraparound services that are necessary to facilitate reengagement in the workforce, including, but not limited to, transportation, childcare and rental assistance;
3. To provide paid work experiences and paid training, including stipends, wages, and other income supports for individuals from priority populations;
4. To support strategic and community-specific recruitment and engagement efforts; and
5. Increase the number of adult and dislocated workers who gain, retain, and advance in employment (with an emphasis on individuals experiencing barriers to resources).

The expectation for participants served is that they find employment, keep employment, and advance in employment to become self-sufficient.

All characteristics (including names and social security numbers) of participants and their performance will be managed, tracked, and reported to the State via the statewide data management system, I-Trac. CFCC will be contractually required to input data on served individuals into I-Trac and will be responsible for the accuracy of this data.





CFCC will be held accountable for achieving the below measures during the project year and is expected to serve, at minimum, 55 participants through this project.

Performance Measure	Level
Participation rate by women	50%
Program completion	80%
Entered employment	75%
Minimum placement wage	\$17.00

A final project report will be due to CWP on 8/15/23 summarizing CFCC's Prosperity 10K project. The one-page report will include number of participants served, services provided, metrics attained, and at least one success story.



**I. Budget**

Prosperity 10,000

Budget Line Item	Begin Bal	Change	Total
Personnel	115,254		115,254
Program Support	18,249		18,249
Direct Participant Costs	16,496		16,496
Prosperity 10,000 Total	<b>149,999</b>	-	<b>149,999</b>

**II. Expenditure Restrictions**

**A. Expenditure Period**

Funds provided under this Contract may only be expended during the contract term.

**B. Cost Reimbursement**

This Contract is based on a cost-reimbursement method of payment.

**C. Project Specific Expenditure Restrictions**

Prosperity 10,000 funds shall be used solely in a manner that complies with applicable provisions referenced in Contract 21-139A between the State of Oregon and CWP.

**D. Prohibited Use of Funds**

CONTRACTOR will ensure that these funds are not spent on the following items, which are addressed by WIOA or the funding source and will be subject to federal, state, and local rules:

- 1) Public service employment, except to provide disaster relief employment, as specifically authorized in WIOA and under a special federal disaster relief assistance grant.
- 2) Expenses prohibited or unallowable under any other federal, state, or local law or regulation, including foreign travel.
- 3) General economic development and related employment generating activities.
- 4) Capitalization of businesses.
- 5) Investment in contract bidding resource centers.
- 6) Investment in revolving loan funds.
- 7) Drug testing except to facilitate the hiring process.
- 8) The wages of incumbent employees during their participation in training when funded by WIOA.
- 9) Costs associated with general agency fund-raising activities are not allowable.
- 10) Food costs are not allowable to WIOA, not even for participants.

**E. Budget Line Flexibility**

Budget Line Flexibility set forth in this Section applies separately to each Funding Source Code shown within the Budget set forth in Section I.

- 1) Expenditures by Funding Source may not exceed the Total Summary Budget for the Funding Source. Fund expenditures must be used to provide services to participants eligible for and enrolled in the Funding Source program(s).
- 2) Contractor may request modification of line-item amounts within each fund by request in writing in advance of expenditures including justification for the change based on program objectives without a formal Budget modification.
- 3) Expenditures for Participant Expense budget line items are not restricted by individual line-item budget amounts.
- 4) Formal Budget modifications may be granted by CWP on written request from the CONTRACTOR, provided there is sufficient justification documented for the change(s) based on program objectives.

**F. Purchase and Maintenance of Equipment**

All purchases must comply with 2 CFR 200.310-316, State, and CWP property policies. The CONTRACTOR shall obtain CWP' written approval before purchasing equipment which has a useful life of more than one year. For equipment purchases with an acquisition cost of \$5,000 or more per unit, including all costs related to the equipment's final intended use, Awarding Agency approval is required and will be sought by CWP upon written request from CONTRACTOR.

CONTRACTOR shall maintain an up-to-date inventory listing of all equipment and other assets purchased by CWP for the CONTRACTOR's program or purchased by CONTRACTOR with funds provided under this Contract. CONTRACTOR shall implement adequate maintenance procedures to keep such property in good condition.

Inventory records must include the following data on each item with an acquisition cost of \$5,000 or more per unit, including all costs related to the equipment's final intended use, and/or for those items directed by CWP to be included in the Inventory: Description; serial number; title holder; acquisition date and cost; percentage of Federal participation in the cost; location, use, and condition of the property; and any ultimate disposition data including date of disposal and sale price. The CONTRACTOR shall conduct an annual physical inventory of such property for submission to the CWP Administrative Contact at the end of each fiscal year.

Equipment purchased with funds under this Contract shall be intended for use and benefit of participants and activities under this Contract.

Ownership of all inventoried equipment directly charged to the funds under this Contract and other assets purchased by CWP for the CONTRACTOR's Program rests with CWP. CWP may take possession of all such property at any time during and upon termination or expiration of this Contract. All such property shall be returned to CWP within thirty (30) days after the Contract has terminated or expired unless otherwise authorized by CWP.

**G. Federal Funds Restrictions**

- 1) **Consultants** – Consultants fees paid under this contract shall be limited to \$585 per day.
- 2) **Salary and Bonus Limitations** – In compliance with Public Law 109-234 and section 111 of the Omnibus Appropriations Act 2009 (Public Law 111-8), none of the funds appropriated under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by CONTRACTOR to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. Reference DOL TEGL 5-06 for further clarification. Federal and state rules implementing the Workforce Innovation and Opportunity Act (WIOA) shall also apply.
- 3) **Responsibility for Cost Reduction** – For activities funded under this Agreement, the CONTRACTOR shall identify training costs supported by other Federal, state, or local programs in order to ensure that these federal funds are in addition to funds otherwise available.

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to \_\_\_\_\_
- Other \_\_\_\_\_

Originating County Department: \_\_\_\_\_

Other party to contract/agreement: \_\_\_\_\_

Description:

After recording please return to: \_\_\_\_\_

- County Admin
- Procurement

If applicable, complete the following: \_\_\_\_\_

Board Agenda Date/Item Number: \_\_\_\_\_