

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 6945

**AUTHORIZING A SUBRECIPIENT CONTRACT WITH WORKSYSTEMS, INC.
FOR UP TO \$1.4 MILLION TO IMPLEMENT ECONOMIC OPPORTUNITY
INITIATIVE YOUTH WORKFORCE DEVELOPMENT SERVICES DURING FY
2012-13**

WHEREAS, since July 2009, the City of Portland has provided the Portland Development Commission (“PDC”) with resources to administer the Economic Opportunity Initiative (“EOI”), which includes a youth workforce development program aimed at low-income, disconnected youth;

WHEREAS, Worksystems Inc. (“WSI”) is a non-profit organization that coordinates workforce development programs in Multnomah and Washington counties;

WHEREAS, WSI and PDC both operate youth workforce development programs that serve the same target audience of low-income, disconnected youth, have similar goals for youth, share many of the same providers, and have the same level of funding investments in Multnomah County;

WHEREAS, PDC and WSI have collaborated on the design of a new youth workforce development system that aligns the PDC and WSI youth workforce development programs into a single system; design of the new youth workforce development system was informed by input from existing youth workforce development providers and other interested entities and individuals;

WHEREAS, the new youth workforce development system has the potential to continue high quality, individually tailored workforce development services to low-income disconnected youth, while reducing provider inefficiencies and enhancing the potential for additional resource development;

WHEREAS, on March 2, 2012, WSI issued a request for proposals that was jointly developed by PDC and WSI staff, to select providers of workforce development services for the new system; the responses to the request for proposals were evaluated by WSI’s Youth Council which includes representatives from the private sector, school districts, organized labor, Multnomah County, Washington County, the City of Portland, funders and community thought leaders;

WHEREAS, on May 2, 2012, the WSI Board authorized staff to enter into contract negotiations with ten contractors to provide services under the new youth workforce development system;

WHEREAS, WSI has the capacity and expertise to administer the City’s youth workforce development resources with oversight and input by PDC; and

WHEREAS, PDC anticipates receiving approximately \$3.67 million in General Fund and federal Community Development Block Grant funds from the City of Portland for the Economic Opportunity


Initiative for FY 2012-13 and further anticipates allocating up to \$1.4 million for youth workforce development programming in FY 2012-13.

NOW, THEREFORE, BE IT RESOLVED, that the PDC Board hereby authorizes the Executive Director to enter into a Subrecipient Contract with WSI substantially in the form attached hereto as Exhibit A, for up to \$1.4 million for the purpose of implementing and managing the EOI youth workforce development services (the “Subrecipient Contract”);

BE IT FURTHER RESOLVED, that the Executive Director may approve changes to the Subrecipient Contract prior to and subsequent to execution, so long as such changes do not materially increase PDC’s risks or obligations, as determined by the Executive Director in consultation with the General Counsel; and

BE IT FURTHER RESOLVED, that this resolution shall become effective immediately upon its adoption.

Adopted by Portland Development Commission on May 23, 2012

A handwritten signature in black ink, appearing to read "Gina Wiedrick". The signature is written in a cursive style with a long vertical stroke for the letter 'G'.

Gina Wiedrick, Recording Secretary

Subrecipient Contract
Contract No. _____
Economic Opportunity Initiative Youth Workforce Development

This Subrecipient Contract (“Contract”) is between the Portland Development Commission (“PDC”) and Worksystems, Inc., an Oregon non-profit corporation (“WSI” or “Subrecipient”) for the implementation of a portion of the Economic Opportunity Initiative program.

RECITALS

- A. PDC is the recipient of funding from the City of Portland for the Economic Opportunity Initiative.
- B. The purpose of the Economic Opportunity Initiative is to help propel low-income people out of poverty through participation in two program elements: (1) youth and adult workforce development, which offers intensive training, placement, and advancement in specific career tracks, and life skills support, and (2) microenterprise development, which offers business technical and planning assistance, and life skills support, through a program of individual and peer mentoring.
- C. Over the past nine months, PDC has been engaged in the development of a new youth workforce development system with WSI, that aligns WSI’s and PDC’s youth workforce development programs that were formerly implemented independently. In developing the new system PDC and WSI sought feedback through a collaborative community consultation process to further shape and refine the system.
- D. Consistent with the purpose of the Economic Opportunity Initiative, the purpose of the new youth workforce development system is to provide workforce development services to low-income and barred youth who are disconnected from traditional high schools or lack the basic skills and credentials to enter college or career pathway employment. The system is intended to prepare young people for successful careers in employment and college through development of academic and life skills and provision of rich work-based learning experiences. The goal is for all youth to have a career pathway job or be on a path to complete post-secondary education with the life skills necessary to stay on course. The new youth workforce development system will primarily support career readiness, career exploration, work experience, post-secondary transition and support, retention and advancement support, and the case management needed to guide youth on a planned progression through these activities and experiences toward achievement of their career goals.
- E. WSI will implement the new youth workforce development system with Workforce Investment Act funds provided by the U.S. Department of Labor (“WIA Funds”) through the State of Oregon, Community Development Block Grant funds (“CBDG Funds”) awarded to the City of Portland by the U.S. Department of Housing and Urban Development and designated by the City as youth workforce funds, and City of Portland General Fund (“City Funds”) designated as youth workforce funds.

F. PDC and WSI desire to enter into this Contract to set forth the terms and conditions under which PDC will provide CDBG Funds and City Funds to WSI for implementation of the new youth workforce development system.

Now therefore, the parties agree as follows:

AGREEMENT

1. Effective Date and Duration

This Contract shall become effective on July 1, 2012 (the “Effective Date”). Unless sooner terminated in accordance with its terms, this Contract shall terminate on June 30, 2013.

2. Contract Manager

Each party has designated a contract manager to be the formal representative for this Contract. All reports, notices, and other communications required under or relating to this Contract shall be directed to the appropriate individual identified below.

WSI	PDC
Contract Manager: Heather Ficht	Contract Manager:
1618 SW First Ave., Suite 450	222 NW Fifth Avenue
Portland, OR 97201	Portland, OR 97204
(phone) 503-478-7359	503-823-XXXX (phone)
(fax) 503-478-7459	(503) 865-XXXX (fax)
Email: hficht@worksystems.org	Email:
EEO:	National Objective: Benefiting low income persons
Business License	
Total Amount	
Source of Funds	
CDBG:	
GF:	

3. Scope of Work

Subject to the terms and conditions of this Contract and as described in greater detail below, Subrecipient will, during the term of this Contract, implement the youth workforce development services component of the Economic Opportunity Initiative as follows:

- A. Implement and manage a system of contracted youth workforce development services substantially in conformance with the standards and requirements set forth in Exhibit A – Key Elements of the Aligned Youth Workforce Development System. Subrecipient shall note “CFDA No. 14.218” on all contracts with contracted providers receiving CDBG Funds. The notation must appear on the face page of the contract in the upper right hand corner.
- B. Track in Subrecipient’s I-TRAC Information Management System the performance measures described in Exhibit A and all information necessary to meet the federal CDBG reporting requirements, including but not limited to, (i) race and ethnicity of each youth receiving workforce development services, (ii) the address of each youth, (iii) the income and income as a percentage of Median Family Income (as determined in accordance with Exhibit B) at commencement of services, for each youth, (iv) the youth’s status as a single head of household, (v) the total number of youth serviced by each contracted provider, and (vi) the youth’s hourly wage and hours per week of employment at commencement of services, the youth’s initial job placement and the time of program exit.
- C. Develop and distribute to WSI’s contracted providers no later than October 1, 2012, a WSI Youth Workforce Development Policy Program Manual that provides direction and guidance to the providers on the delivery of youth workforce development services in the new youth workforce development system.
- D. Provide training, no later than September 30, 2012, and technical assistance to contracted providers on the aligned youth workforce development system, program policies, and the I-TRAC Information Management System and, for contracted providers receiving CDBG Funds, training on the Community Development Block Grant fiscal requirements.
- E. Convene contracted providers on a quarterly basis to discuss issues including: system implementation, best practices, challenges, opportunities for system improvement, and overall performance.
- F. Ensure contracted provider compliance with federal CDBG requirements, including but not limited to allowable costs, eligibility, recording keeping and reporting for those contracted providers receiving CDBG Funds.
- G. Work with former providers of youth workforce development services under the Economic Opportunity Initiative (providers not funded by WSI under the new youth workforce development system for FY 2012-13) to assist the transfer of youth served by those providers to providers funded by WSI as part of the new youth workforce development system.
- H. Work with each existing EOI provider, who will continue as a contracted provider as part of the new youth workforce development system, to assess whether the provider has the capacity to continue to serve all youth it served under the prior system. Where such capacity does not exist, provide options and support for transfer to another contracted provider.

- I. Acknowledge PDC's role as a co-funder of the new youth workforce development system in all publicity and collateral.
- J. Continue to seek investment from other funders to support growth and development of the new youth workforce development system.
- K. Develop and deliver information reasonably requested by PDC to develop, maintain and update the city of Portland's Consolidated Plan for use of CDBG Funds, including but not limited to, a list of contracted providers receiving CDBG Funds and the amount thereof, written action plan updates, and Consolidated Plan amendments if the amount of CDBG Funds changes during the year.

4. Periodic Reporting/Partner Communication

PDC and WSI desire to maintain open and transparent communication about their mutual investments in the aligned youth workforce development system. In order to maintain this communication, and to ensure that periodic reporting needs are met:

- A. The WSI Contract Manager and PDC Contract Manager and key staff will meet at least quarterly to review progress and challenges of the new program.
- B. WSI will include the PDC Contract Manager in all quarterly meetings with contracted providers.
- C. WSI shall appoint the PDC Contract Manager to WSI's Youth Council which oversees the new youth workforce development system operations and policy.
- D. WSI will provide the PDC Contract Manager with a brief written narrative report 30 days after the end of each quarter. The report will summarize key system-wide accomplishments, activities and challenges.
- E. WSI will provide the PDC Contract Manager with a written report from I-TRAC 30 days after the end of each quarter on system-wide performance indicator progress. No later than July 30, 2013, WSI will provide a detailed year-end report showing outcomes of all youth that have exited the system in Fiscal Year 2012-13 and the status of carry-over youth to Fiscal Year 2013-14.
- F. No later than July 30, 2013 and as part of the the fourth quarter report required under Section 4(E) above, WSI will provide PDC with the following information for all youth served using CDBG Funds:
 - (i) Demographic breakdown of all youth according to the U.S. Census categories;
 - (ii) The number of youth whose household income at commencement of services fell within the following categories: (a) below 80% of Median Household Income (MFI), (b) below 50% MFI, and (c) below 30% MFI;
 - (iii) The number of youth that were single head of household;
 - (iv) Total number of youth receiving any services funded by CDBG; and
 - (v) Total number of youth exiting the system to a career track job including the average hourly wage and hours per week of employment at the time of system exit

5. Compensation and Matching Resources

Subject to the terms and conditions of this Contract, PDC shall provide a maximum of \$890,922 in CDBG Funds and a maximum of \$462,269 in City Funds to Subrecipient for performance of the work described in the Scope of Work above.

The CDBG Funds and the City Funds will be disbursed to Subrecipient on an allowable cost reimbursement basis in accordance with and subject to the limitations of the budget attached as Exhibit C.

For purposes of CDBG Funds, allowable costs are those costs necessarily incurred in performing the work described in the Scope of Work above in the delivery of services to City of Portland residents and allowable under the applicable federal regulations referenced in Exhibit D, other than the following:

- A. The costs of education-related supports and services, including but not limited to, the costs of college readiness training, post-secondary placement, education-related navigation and support, and retention and advancement support services after post-secondary placement;
- B. Wages or stipends paid to youth receiving workforce development services;
- C. The costs of emergency support services beyond three months for a particular youth in a 12 month period;
- D. Food and beverage costs; and
- E. Fundraising costs.

For purposes of City Funds, allowable costs are those costs necessarily incurred in performing the work described in the Scope of Work above in delivery of services to city of Portland residents.

Requests for payment must be submitted to PDC on agency letterhead in accordance with the form of invoice attached hereto as Exhibit E. Subrecipient may choose to submit invoices either monthly or quarterly. Invoices must be submitted within 30 days of the end of the period (month or quarter) and must include program expenditures for the month (or quarter), by line item, and backup documentation. The final invoice is due July _____, 2013. Subrecipient contracts between WSI and its contracted providers of youth workforce development services must require that the service providers keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries and benefits, and other expenses.

In addition to any CDBG Funds or City Funds, Subrecipient shall expend a minimum of \$2,763,540 in WIA Funds in performing the work described in the Scope of Work above.

6. Federal Funding

A portion of the funding provided by PDC under this Contract will be CDBG Funds from the U.S. Housing and Urban Development Department (“HUD”). Accordingly, Subrecipient agrees and acknowledges that it is considered a subrecipient of CDBG funds and, in performing services under this Contract, is subject to, and shall comply with, the federal law and regulations governing subrecipients of CDBG Funds, including but not limited to the limitations on the use of CDBG Funds.

Without limiting the generality of the preceding sentence, in performing services under this Contract, Subrecipient shall:

- A. Comply with the Standard General Conditions attached hereto as Exhibit D and cause its contracted providers receiving CDBG Funds (who are also considered subrecipients of CDBG Funds) to comply with the Standard General Conditions attached hereto as Exhibit D. Subrecipient may not provide CDBG Funds to a contracted provider unless the contracted provider: (i) has either a Community Based Development Organization (CDBO) certification (CFR Sec. 19 (c) 570.204) or written employer commitments, (CFR Sec. 105(a) 17) and (ii) has obtained and provided to Subrecipient a [DUNS number].
- B. Cause its subcontracted providers to obtain from each youth receiving services financed with CDBG Funds, the information identified in Exhibit F attached hereto.
- C. Complete the EOI IDIS Set-up Form set forth in Exhibit G for each of Subrecipient’s contracted providers receiving CDBG Funds and submit to PDC no later than 30 days after the Effective Date.
- D. Complete, no later than June 30, 2013, the Desk Monitoring Checklist set forth in Exhibit H for each of Subrecipient’s contracted providers receiving CDBG Funds and retain in Subrecipient’s files.
- E. Complete, no later than 30 days after the Effective Date, the Cost Reasonableness Checklist set forth in Exhibit I for each of Subrecipient’s contracted providers receiving CDBG Funds and retain in Subrecipient’s files.
- F. Complete, no later than 30 days after the Effective Date, the Risk Assessment Checklist set forth in Exhibit J for each of Subrecipient’s contracted providers receiving CDBG Funds and retain in Subrecipient’s files.
- G. Complete, no later than 30 days after the Effective Date, the Contract File Checklist set forth in Exhibit K for each of Subrecipient’s contracted providers receiving CDBG Funds and retain in Subrecipient’s files.
- H. For at least ten percent of Subrecipient’s contracted providers receiving CDBG Funds, complete the On-site Fiscal Monitoring Checklist set forth in Exhibit L after January 1, 2013 but no later than June 30, 2013 and retain in Subrecipient’s files.
- I. For at least ten percent of Subrecipient’s contracted providers receiving CDBG Funds, complete the On-site Performance Monitoring Checklist set forth in Exhibit M after January 1, 2013 but no later than June 30, 2013 and retain in Subrecipient’s files.

7. Early Termination

At its sole discretion, PDC may terminate this Contract for any reason upon thirty (30) days written notice to Subrecipient. If PDC terminates this Contract under this Section 7, Subrecipient shall be entitled to receipt of payment as described in Section B of the Standard General Conditions (Exhibit D). This Contract may also be terminated as set forth in the Standard General Conditions.

8. Compliance with Laws

In connection with its activities under this Contract, Subrecipient shall comply with all applicable federal, state and local laws and regulations.

9. Amendments

PDC and Subrecipient may amend this Contract at any time only by written agreement executed by PDC and Subrecipient.

10. Nondiscrimination

Subrecipient agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations, including but not limited to ORS 659.425 and those identified in the Standard General Conditions, and all regulations and administrative rules established pursuant to those laws.

11. Recycled Products

To the maximum extent economically feasible, Subrecipient shall make good faith efforts to use recycled products in connection with its performance under this Contract.

12. No Obligations to Third-Parties

No person not a party to this Contract is an intended beneficiary of this Contract, and no person not a party to this Contract shall have any right to enforce any term of this Contract.

13. List of Exhibits

The following Exhibits are attached hereto and incorporated by reference into this Contract:

<u>Document</u>	<u>Description</u>
Exhibit A	Key Elements of the Aligned Youth Workforce Development System
Exhibit B	MFI Chart
Exhibit C	Budget
Exhibit D	Standard General Conditions

<u>Document</u>	<u>Description</u>
Attachment A to Exhibit D	Insurance Requirements Form
Exhibit E	Required Invoice Forms
Exhibit F	Enrollment and Income Verification Form
Exhibit G	EOI IDIS Set-Up Form
Exhibit H	Desk Monitoring Checklist
Exhibit I	Cost Reasonableness Checklist
Exhibit J	Risk Assessment Checklist
Exhibit K	Contract File Checklist
Exhibit L	On-Site Fiscal Monitoring Checklist
Exhibit M	On-Site Program Monitoring Checklist

14. Waiver

No provision of this Contract shall be deemed to have been waived, modified or changed unless such waiver is in writing and signed by both parties. Such waiver, modification or change if made, shall be effective only in specific instances and for the purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract.

15. Approvals

Subrecipient and PDC, by the signature of their duly authorized representatives, hereby acknowledge that they have read this Contract, understand it, and agree to be bound by its terms and conditions.

16. Survival of Certain Provisions

Section 4(D), (E) and (F) (with respect to reporting required after termination of this Contract), Section 5 (with respect to billings for work performed prior to termination of this Contract), and Sections G, H, I and J of Exhibit D shall survive termination of this Contract in accordance with their terms. The obligations and duties of this Contract related to the receipt and use of federal funds, or program income derived therefrom, shall remain binding on Subrecipient during any period that Subrecipient has control of such funds received or generated under this Contract.

In witness whereof the parties have executed this Contract as of the dates set forth below their respective signatures.

**PORTLAND DEVELOPMENT
COMMISSION**

WORKSYSTEMS, INC.

By: _____
Patrick Quinton, Executive Director Date

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

PDC Legal

EXHIBIT A

KEY FEATURES OF THE ALIGNED YOUTH WORKFORCE DEVELOPMENT SYSTEM

Target Population:

The target population for services will be low-income and barriered youth ages 16-21 and certain youth ages 22-24, who are disconnected from traditional high school or lacking the basic skills and credentials to enter college or career pathway employment. A limited number of youth who are aged 22 to 24 years at the time of enrollment may be served by providers if they are also receiving services as part of Multnomah County's Homeless Youth Continuum or from the Multnomah County collaboration between Department of Community Justice and Department of Human Services focused on gang-affected youth and their families. Low-income is defined as the poverty line or seventy percent (70%) of the Lower Living Standard Income Level (as defined by the United States Department of Labor), whichever is higher. Youth who are homeless or living in foster care and youth who are receiving public assistance payments or food stamps or in families receiving this assistance are considered low-income for the purpose of determining eligibility.

Service Delivery and Coordination:

WSI will contract with multiple Service Coordination providers serving culturally and geographically diverse populations to deliver the youth workforce development services. Each provider will deliver supportive and individually tailored workforce development case management to youth in the target population for up to three years. Services to youth will include:

- Individual career plan development
- Career exploration
- Work and college readiness training
- Work experience placement and support, with referral to the Work Experience Intermediary as appropriate.
- Post-secondary placement, navigation and support
- Job search assistance and placement
- Retention and advancement supports after job or post-secondary placement

In addition to the services above, contracted providers will provide leveraged educational supports including: remedial education, GED, and/or high school diploma.

Work Experience Intermediary:

WSI will also contract with one Work Experience Intermediary. The role of the Work Experience Intermediary is to administer work experience opportunities co-developed with WSI through relationships with business and industry. Through a dedicated staff, WSI will develop work experience opportunities to be administered by the Work Experience Intermediary. The Intermediary will play a supplemental role in development of opportunities. Key roles and responsibilities of the Work Experience Intermediary include:

- Develop work experience opportunities for youth.
- Maintain a clearinghouse of subsidized and unsubsidized work experience opportunities.
- Maintain a list of work experience-ready youth referred by Service Coordination providers.
- Provide employer-of-record services for work experiences.
- Process payroll.
- Assess youth readiness for work experience to criteria designated by WSI.
- Match youth to appropriate work experiences.
- Deliver training for and advise worksite supervisors.

- Coordinate worksite placements and troubleshoot problems that arise.
- Act as the intermediary between the employer and the referring Service Coordination provider.
- Provide feedback to Service Coordination providers regarding the readiness of youth referred and feedback from businesses who hosted youth.

Service Delivery Stages:

The new youth workforce development system administered by WSI will include the following four stages of service delivery:

- Orientation: Each youth receives information about the program, related activities and expectations.
- Enrollment: Eligibility is conducted and youth begins participation in the program.
- Intensive Program Stage: Each youth can receive up to two years of intensive workforce development services. Each youth participates in activities and receives services related to the development of competencies and skills, and completion of short- and long-term goals as reflected in the Individual Career Plan. The intensive program stage is complete when a youth attains a secondary credential and/or transitions to college or begins employment in a career pathway job.
- Retention and Advancement Stage: Each youth must receive one year of services following transition into college or employment. During this stage, the youth must receive robust retention and advancement supports. WSI must include the specific retention and advancement activities proposed by contracted providers in the contracts between WSI and the contracted providers.

Performance Measures:

Service Coordination Providers:

Service Coordination contractor performance will be evaluated with the Progress and Success Indicators (below). These indicators are designed to demonstrate likely success in achieving the goal of completion of post-secondary education or entry into a career pathway job. The focus of youth programs should be providing high-quality career planning and support to help youth meet the end goal. Progress Indicators will be measured at the end of the Intensive Program Phase. Success Indicators will be measured at the end of the Retention and Advancement Phase. ***Not all indicators will apply to every youth.*** Applicable indicators will be based on each youth's Individual Career Plan and education and basic skills level on entry into the program.

Progress Indicators:

- Work readiness as verified by Work Experience Intermediary
- Attainment of secondary credential (GED or High School Diploma)
- Literacy and numeracy skills gains
- Attainment of basic skills sufficiency
- Attainment of National Career Readiness Certificate
- Placement in career pathway job based on Individual Career Plan,
- Placement in post-secondary education or training

Success Indicators:

- Employment for 6 months or more in a Career Pathway job based on Individual Career Plan
- Advancement in Employment as demonstrated by gain in earnings, hours, or benefits
- Attainment of 18 College Credits
- Attainment of an Industry-recognized Occupational Certificate

Work Experience Intermediary:

The Work Experience Intermediary contractor will be evaluated with the following performance measures:

- Work experience placement rate: number of placements/number of opportunities
- Median time to placement
- Work experience completion rate
- Employer satisfaction

Reporting Requirements

All contracted providers must enter youth eligibility, eligibility, demographics, services and outcomes into the I-TRAC Information Management System.

EXHIBIT B

MFI CHART

2012 Median Income for a Family of Four: \$73,000

Published by PORTLAND HOUSING BUREAU: 12/2/11 Effective: 12/1/11

HUD

**Median Income Percentages - issued by HUD for
 Section 8 and other non-LIHTC projects**

Household Size	2012									
	30%	40%	45%	50%	55%	60%	65%	80%	100%	120%
<i>see NOTE</i>										
1	15,350	20,440	22,995	25,550	28,105	30,660	33,215	40,900	51,100	61,320
2	17,550	23,360	26,280	29,200	32,120	35,040	37,960	46,750	58,400	70,080
3	19,750	26,280	29,565	32,850	36,135	39,420	42,705	52,600	65,700	78,840
4	21,900	29,200	32,850	36,500	40,150	43,800	47,450	58,400	73,000	87,600
5	23,700	31,560	35,505	39,450	43,395	47,340	51,285	63,100	78,840	94,608
6	25,450	33,880	38,115	42,350	46,585	50,820	55,055	67,750	84,680	101,616
7	27,200	36,240	40,770	45,300	49,830	54,360	58,890	72,450	90,520	108,624
8	28,950	38,560	43,380	48,200	53,020	57,840	62,660	77,100	96,360	115,632

See next page for family size greater than 8.

NOTES:

Other 2012 MFI levels are based on the 4-Person Income Limit of \$73,000. The 1-Person family Income Limit is 70% of the 4-Person Income Limit, the 2-Person family Income Limit is 80% of the 4-Person Income Limit, the 3-Person family Income Limit is 90% of the 4-Person Income Limit. **Each family size larger than four (4) is calculated by an 8% increase per HH member to the 4-Person Income Limit. (i.e., 5-Person = 108%; 6-Person = 116%; 7-Person = 124%; 8-Person = 132%, and so on.**

Family sizes greater than 8

Family	Each Family Calculator	Workforce Funds 510, 511 50% MFI	Micro Fund 512 80% MFI
9	140%	\$51,100	\$81,760
10	148%	\$54,020	\$86,432
11	156%	\$56,940	\$91,104
12	164%	\$59,860	\$95,776
13	172%	\$62,780	\$100,448
14	180%	\$65,700	\$105,120
15	188%	\$68,620	\$109,792
16	196%	\$71,540	\$114,464
17	204%	\$74,460	\$119,136
18	212%	\$77,380	\$123,808

EXHIBIT C

BUDGET 2012-13

	General Fund	CDBG	Total
Program Delivery	\$93,375	\$0	\$93,375
Youth Provider Contracts	\$751,462	\$403,616	\$1,155,077
Indirect	\$46,085	\$58,653	\$104,738
Estimated Total Expenses	\$890,922	\$462,269	\$1,353,190

EXHIBIT D
STANDARD GENERAL CONDITIONS

A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Contract, or if Subrecipient shall violate any of the covenants, agreements, or stipulations of this Contract, PDC may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to Subrecipient of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by Subrecipient under this Contract shall, at the option of PDC, become the property of PDC and Subrecipient shall, subject to limits of compensation under this Contract, be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, Subrecipient shall not be relieved of liability to PDC for damages sustained by PDC by virtue of any breach of the Contract by Subrecipient, and PDC may withhold any payments to Subrecipient for the purpose of setoff until such time as the exact amount of damages due PDC from Subrecipient is determined.

B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, PDC and Subrecipient may terminate this Contract at any time by mutual written agreement. In addition, PDC may terminate this Contract as set forth in Section 7 of the Contract. If the Contract is terminated by mutual written agreement or by PDC as provided herein and subject to the limits of compensation under this Contract, Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Subrecipient covered by this Contract less payments of compensation previously made.

C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by PDC due to a breach by Subrecipient, then PDC may complete the work either itself or by agreement with another subrecipient, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then Subrecipient shall pay to PDC the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to PDC under sections A and C hereof for a breach by Subrecipient shall not be exclusive. PDC also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this contract by PDC, then the Subrecipient's remedy shall be limited to termination of the Contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, PDC shall provide Subrecipient an opportunity for an administrative appeal to the Executive Director.

D. CHANGES. PDC or Subrecipient may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, if agreed to, shall be incorporated in written amendments to this Contract. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the PDC contract manager.

E. NON-DISCRIMINATION. During the performance of this Contract, Subrecipient agrees as follows:

(a) Subrecipient will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).

(b) Subrecipient will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).

(c) Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

(d). Subrecipient will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Subrecipients), and Chapter 23 – Civil Rights.

(e) Subrecipient will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, Subrecipient will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

F. SECTION 3: Subrecipient will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).

G. ACCESS TO RECORDS. PDC, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of Subrecipient which are directly pertinent to this Contract, for the purpose of making audit or monitoring,

examination, excerpts, and transcriptions. All required records must be maintained by Subrecipient for five years after PDC makes final payments and all other pending matters are closed.

H. MAINTENANCE OF RECORDS. Subrecipient shall maintain fiscal records on a current basis to support its billings to PDC. Subrecipient shall retain fiscal as well as all records relating to program management and operation, program beneficiaries, demographics and eligibility for inspection, audit, and copying for five years from the date of completion or termination of Contract. PDC or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of Subrecipient regarding its billings or its work here under.

I. AUDIT OF PAYMENTS. PDC, either directly or through a designated representative, may audit the records of Subrecipient at any time during the five-year period established by Section H above.

If an audit discloses that payments to Subrecipient were in excess of the amount to which Subrecipient was entitled, then Subrecipient shall repay the amount of the excess to PDC.

J. INDEMNIFICATION. Subrecipient shall hold harmless, defend, and indemnify PDC and PDC's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from Subrecipient's work or the work of the a subrecipient or subcontractor of Subrecipient under this Contract.

K. INSURANCE. Subrecipient shall comply with the insurance requirements set forth in Attachment A to this Exhibit D.

L. [Section Intentionally Blank]

M. SUBCONTRACTING AND ASSIGNMENT. Subrecipient shall not sub-contract its work under this Contract, in whole or in part, without the written approval of PDC. Subrecipient shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of Subrecipient as specified in this Contract, as if Subrecipient were performing the subcontracted portion itself. Notwithstanding PDC approval of a subcontractor, Subrecipient shall remain obligated for full performance hereunder, and PDC shall incur no obligation other than its obligations to Subrecipient hereunder. Subrecipient agrees that if subcontractors are employed in the performance of this contract, Subrecipient and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Subrecipient shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of PDC.

The subcontractor shall be responsible for adhering to all regulations cited within this Contract.

If Subrecipient provides CDBG or HOME funds to for-profit owners or developers, non-profit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based

rental assistance or contractors, Subrecipient must have a written agreement that meets the requirements of 24 CFR 570.503(b) or 92.504(c), respectively.

N. **INDEPENDENT CONTRACTOR STATUS.** Subrecipient is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

Subrecipient and its subrecipients, subcontractors and employees are not employees of PDC and are not eligible for any benefits through PDC, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

O. **CONFLICTS OF INTEREST.** Per 24 CFR 92.356 and/or 24 CFR 570.611, no PDC officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof. No board of directors member or employee of Subrecipient, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof. No PDC officer or employee who participated in the award of this contract shall be employed by Subrecipient during the period of this Contract.

Subrecipient shall also comply with the provisions of 24 CFR 84.42 and/or 85.36(b)(3), which require that a written Code of Standards of Conduct be maintained by the agency, as it relates to the performance of employees engaged in the award and administration of contracts.

P. **CONTRACT ADMINISTRATION, 24 CFR 570.502(b).** Subrecipient shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110 as described by 24 CFR 570.502(b) and 570.610. If Subrecipient is a public agency, it must comply with the provisions of OMB Circulars A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).

Q. **OREGON LAWS AND FORUM.** This Contract shall be construed according to the laws of the State of Oregon, without regard to principles of conflicts of law.

Any litigation between PDC and Subrecipient arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon. **SUBRECIPIENT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS**

R. **AVAILABILITY OF FUNDS.** It is understood by all parties to this Contract that the funds used to pay for services provided herein are provided to PDC as a subgrant from the City of Portland of funds received by the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to PDC as a result of federal action or action by the City of Portland, PDC reserves

the right to terminate the Contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.

S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, Subrecipient shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by Subrecipient provided that it shall be used only for those activities identified in the Scope of Work, and shall be subject to all provisions of this Contract.

T. COMPLIANCE WITH LAWS. In connection with its activities under this Contract, Subrecipient shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, Subrecipient shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612. For McKinney-Vento Supportive Housing Program funded projects, Subrecipient shall carry out its activities in compliance with 24 CFR 583. For McKinney-Vento Emergency Shelter Grant funded projects, Subrecipient shall carry out its activities in compliance with 24 CFR 576.

In the event that Subrecipient provides goods or services to PDC in the aggregate in excess of \$2,500 per fiscal year, Subrecipient agrees it has complied with the City of Portland's Equal Employment Opportunity certification process.

U. PROGRAM AND FISCAL MONITORING. PDC shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but is not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Contract. The frequency and level of monitoring will be determined by the PDC contract manager.

V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, Subrecipient shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(7).

For Emergency Shelter Grant funded projects, Subrecipient shall transfer to PDC any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in PDC being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five-year period after expiration of this Contract.

W. RELOCATION, ACQUISITION AND DISPLACEMENT. Subrecipient agrees to comply with 24 CFR 570.606, 574.630 or 576.80 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing

grant funds. Subrecipient agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.

X. PROGRAM ACCESS BY THE DISABLED. Subrecipient shall, to the maximum feasible extent, follow the Portland Housing Bureau's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.

Y. SEVERABILITY. If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.

Z. INTEGRATION. This Contract contains the entire agreement between PDC and Subrecipient and supercedes all prior written or oral discussions or agreements.

AA. LABOR STANDARDS. Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to PDC for review upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$100,000.

BB. FLOOD DISASTER PROTECTION. Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of Contract.

CC. LEAD-BASED PAINT. Subrecipient agrees that any construction or rehabilitation of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, 574.635 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of

lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

DD. FUND-RAISING. Fund's provided under this Contract may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible. No Emergency Shelter Grant (ESG) fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.

EE. PUBLICITY. Publicity regarding the activities funded under this Contract shall note participation of the Portland Development Commission.

FF. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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 the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 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, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

GG. CHURCH/STATE. Subrecipient agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

HH. INDEPENDENT FINANCIAL AUDITS/REVIEWS. If Subrecipient expends \$500,000 or more in federal funds, from all sources, in any program year, Subrecipient is required to obtain an independent audit of the federally funded program(s), in compliance with federal OMB Circular A-133. Two copies of the audit will be submitted to the designated PDC contract manager within 30 days of its completion.

II. DRUG-FREE WORKPLACE. Subrecipient will maintain a drug-free workplace in conformance with 24 CFR part 24, subpart F.

JJ. ENVIRONMENTAL REVIEW. Subrecipient must comply with the requirements of the National Environmental Policy Act of 1959 [24 CFR Part 58]. No funds may be committed and no work may be carried out on any project until the environmental review is complete and a Release of Funds is issued by HUD, if applicable.

KK. **DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS.** Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status [24 CFR Part 24]. Contractors and subrecipients are responsible for checking the Federal publications that list debarred, suspended and ineligible contractors to assure compliance.

LL. **SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS.** Subrecipient must comply with the requirements of Executive Orders 11625, 12432 and 12138 and 24 CFR 85.36(e), which require that contractors and subrecipients take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible. Such affirmative steps would include: (i) placing qualified small and women’s business enterprises on solicitation lists; (ii) assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (vi) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

ATTACHMENT A TO EXHIBIT D

INSURANCE

Insurance Requirements

Prior to execution of this Contract, Subrecipient must provide PDC with adequate certificates of insurances, consistent with the following requirements. The Subrecipient's insurance shall be primary insurance, and any insurance or self-insurance maintained by PDC and/or the City of Portland shall not contribute to it. During the term of this Contract, Subrecipient shall maintain in force at its own expense, each type of insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of Subrecipient and all subcontractors with one or more employees, unless exempt under ORS 656.027).

Required and attached or Subrecipient is exempt. Certified by Subrecipient:

Signature/Title

If Subrecipient's worker's compensation insurance coverage is due to expire during the term of this Contract, Subrecipient agrees to timely renew its insurance before its expiration and Subrecipient agrees to provide PDC such further certification of worker's compensation insurance as renewals of said insurance occur.

If Subrecipient believes itself to be exempt from the worker's compensation insurance coverage requirement, the Contractor agrees to accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualification as an Independent Subrecipient prior to commencing work under this Contract. In this case, the Questionnaire shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Any misrepresentation of information on the Questionnaire by Subrecipient shall constitute a breach of this Contract. Such a breach shall be cause for immediate termination of this Contract by PDC.

2. Commercial General Liability insurance on an occurrence basis with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. The general liability insurance shall provide contractual liability coverage for the indemnity required under this contract. The coverage shall name "The Portland Development Commission and the City of Portland and each of their respective officers, agents, and employees" as Additional Insured with respect to the Subrecipient's services to be provided under this Contract. The limit of insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of this Contract. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the

insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy.

Required and attached or Waived

3. Automobile Liability insurance with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Required and attached or Waived

4. All Types of Insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without written notice from the Subrecipient or its insurer(s) to PDC. If the insurance is canceled or terminated prior to completion of the Contract, Subrecipient shall provide a new policy with the same terms. Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. Failure to maintain required insurance shall be cause for immediate termination of this Contract by PDC.

5. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, the Subrecipient shall furnish acceptable insurance certificates to the PDC at the time, or prior to the time, Subrecipient returns signed contracts. The General Liability certificate shall name "The Portland Development Commission and the City of Portland and each of their respective officers, agents, and employees" as additional insured but only with respect to the Subrecipient's services to be provided under this Contract. Insuring companies or entities are subject to PDC acceptance. If requested, complete copies of the insurance policy shall be provided to the PDC. The Subrecipient shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

EXHIBIT E

**SAMPLE INVOICE TO PDC
(Put on organizational letterhead)**

**INVOICE
General Fund**

Program Name: Youth Workforce (EOI)
Program Organization: Worksystems, Inc.
Billing Period: 12/13 Quarter x

Invoice No. x
Contract No.

Budget Category	Contracted Budget	Amount This Bill	Amount Billed to Date	Balance
Program Delivery				
Youth Provider Contracts (all invoices from contracted providers must be attached)				
WSI Indirect Expenses				
TOTAL Project Budget				

Total Amount Requested _____

Prepared By _____ Phone # _____

Approved By _____

**NOTE: Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature*

Please send invoice to

**Lynn Knox
Portland Development Commission
222 NW 5th Avenue
Portland, OR 97209**

(Put on organizational letterhead)

INVOICE
Community Development Block Grant (CDBG)

Program Name: Youth Workforce (EOI)
Program Organization: Worksystems, Inc.
Billing Period: 12/13 Quarter x

Invoice No. x
Contract No.

Budget Category	Contracted Budget	Amount This Bill	Amount Billed to Date	Balance
Program Delivery				
Youth Provider Contracts (all invoices from contracted providers must be attached)				
WSI Indirect Expenses				
TOTAL Project Budget				

Total Amount Requested _____

Prepared By _____ Phone # _____

Approved By _____

**NOTE: Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature*

Please send invoice to

Lynn Knox
Portland Development Commission
222 NW 5th Avenue
Portland, OR 97209

EXHIBIT F

ENROLLMENT AND INCOME VERIFICATION FORM

Because this program receives public funds to cover part of its operating costs we are required to collect income and demographic information on our participants. We appreciate your willingness to assist us by completing the following form for our records.

Common Intake Information

Last Name _____ First Name _____ Soc. Sec. # _ _ - _ - _

Birth date _____ Gender: Male Female

Home Address _____ City _____ Zip Code _____

Mailing Address _____ City _____ Zip Code _____

Home # _____ Cell # _____ Message # _____ Email _____

U.S. Citizen? Yes ___ No ___ Registered for Selective Service (males only) Yes ___ No ___

Did you serve active duty in the military? Yes ___ No ___	Have you been a displaced homemaker? Yes ___ No ___
Are you currently a student? Yes ___ No ___	Are you currently homeless or a runaway? Yes ___ No ___
Are you currently employed? Yes ___ No ___	Have you collected unemployment/been laid off/ been militarily separated: Yes ___ No ___

Race/Ethnicity (please select all that apply):

- American Indian/Alaskan Native
- Asian
- Black/African American
- Native Hawaiian/Other Pacific Islander
- White Other

Ethnicity:

- Hispanic non-Hispanic

Income

1) Annual **family** income _____ Family Size _____

2) Your **personal income** at enrollment:

Wage per Hour: \$ _____ /hr Hours per Week: _____ Weekly Income: \$ _____ /week

Employer: _____ Position: _____ Start Date: _____

Characteristics (please select all that apply)

<i>Insurance</i>	<i>Housing</i>	<i>Other</i>
<input type="checkbox"/> Uninsured	<input type="checkbox"/> Single Head of Household	<input type="checkbox"/> Disabled
<input type="checkbox"/> Self Paid Insurance	<input type="checkbox"/> In Transitional Housing	<input type="checkbox"/> Prior Criminal Conviction
<input type="checkbox"/> Public Paid Insurance	<input type="checkbox"/> Homeless	
<input type="checkbox"/> Employer Paid Insurance		

- I hereby certify to the best of my knowledge that the information given herein is true and accurate and I understand that the information I have supplied is subject to verification.

SIGNATURE _____ Date _____

EXHIBIT G

EOI IDIS SET-UP FORM
 (to be completed on each service provider receiving CDBG & sent to PDC)

EOI IDIS Set-Up Form

#	<u>INFORMATION REQUESTED</u>	<u>RESPONSE</u>
	Date	
	Activity Contract Manager	
	<i>Manager Phone Number</i>	
	<i>Is this an original Set-up? (Y or N)</i>	Y
	<i>Is this a revision to a previous Set-up? (Y or N)</i>	
	<i>Previous set-up activity name</i>	
	<i>GENERAL INFORMATION-ALL ACTIVITIES</i>	
1	CDBG National Objective Code (LMC)	LMC
2	Activity Name	
3	Activity Address (include zip code)	
4	Activity Description	Workforce development
5	Contract period (begins/ends) (Initial Funding Date)	
6	HUD Matrix Code (05H, 18C)	
7	Funding Sources	
8	CDBG Costs	
9	Other Costs	
10	Total Activity Costs	
11	<i>Proposed Accomplishment Type (People or Businesses)</i>	people
12	<i>Will the Activity Prevent Homelessness?</i>	
13	<i>Will the Activity Help the Homeless?</i>	
	<i>ECONOMIC DEVELOPMENT</i>	
	<u>Workforce Activities</u>	
14	Number of clients to be served in contract year	

**EXHIBIT H
 DESK MONITORING CHECKLIST**

(to be completed on each service provider receiving CDBG & kept in hard file at WSI)

DESK MONITORING CHECKLIST

PROJECT NAME		FUNDING SOURCE: <i>Mark all that apply</i>
AGENCY		<input type="checkbox"/> CDBG
PROJECT MANAGER		<input type="checkbox"/> ESG
Contract Number		<input type="checkbox"/> HOME
Fiscal Year		<input type="checkbox"/> HOPWA
Contract Dates	7/1/12 to 6/30/13	<input type="checkbox"/> General Fund
		<input type="checkbox"/> Other:

QUESTIONS	MARK YES OR NO
Progress Reports	
Are progress reports submitted in a timely manner and at the frequency specified in the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do progress reports include all information required by the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the information provided in the progress reports demonstrate that the project is being carried out within the scope of services of the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If No, are all activities being carried out eligible for funding?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does it appear that the project will be completed on time?	<input type="checkbox"/> Yes <input type="checkbox"/> No
What percent of the project is complete?	50%
What percent of the project year has passed?	50%
If income and demographic information on clients is required, does the information demonstrate that the program is serving the intended clientele?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A <input type="checkbox"/>
If performance measure reporting is required, does the information demonstrate that the program is meeting its performance objectives?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A <input type="checkbox"/>
<i>DRAW DOWN REQUESTS</i>	
Are draw down requests submitted in a timely manner?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are draw down requests complete (do they include all required documentation and is the math correct)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are any budget line items over expended?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, has the agency requested an adjustment to the budget line items?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do any draw down requests include any ineligible costs or costs which were not included in the contract budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the agency indicated any cash flow problems (e.g. requesting expedited payment)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

PRIOR MONITORINGS/AUDITS	
Were any findings or concerns identified in previous monitorings or audits, if required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, have these been successfully resolved?	<input type="checkbox"/> Yes <input type="checkbox"/> No
OTHER REGULATIONS	
Are there any other federal or local regulations with which the project is required to comply?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, specify:	
Is documentation, demonstrating compliance, in the project file?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments:	
Have any potential problems been identified?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, specify:	
What steps will be taken to resolve these issues?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signature: _____ Date: 12/15/12

Title: PDC/EOI Sr. Program Manager

**EXHIBIT I
 COST REASONABLENESS CHECKLIST**

(to be completed on each service provider receiving CDBG & kept in hard file at WSI)

PROJECT NAME		FUNDING SOURCE: <i>Mark all that apply</i>
AGENCY		<input type="checkbox"/> CDBG
PROJECT MANAGER		<input type="checkbox"/> ESG
Contract Number		<input type="checkbox"/> HOME
Fiscal Year		<input type="checkbox"/> HOPWA
Contract Dates		<input type="checkbox"/> General Fund
		<input type="checkbox"/> Other:
Questions		Mark Yes or No
Is the Budget Balanced?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Resources		
Have all resources been identified?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Have resources been secured?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Expenditures:		
Are all costs allowable?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Are indirect costs requested?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, has a cost allocation plan been approved?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Have the costs of direct salaries & benefits been requested?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Have all funded positions been identified?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Does staffing appear reasonable in relationship to the work to be performed?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Are equipment expenditures proposed?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, are they eligible?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Is there a direct benefit to the CDBG program?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Have audit costs been budgeted?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Are all costs necessary for the completion of the project?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Are all costs reasonable?		<input type="checkbox"/> Yes <input type="checkbox"/> No

Signature: _____

Date:

Title: _____

**EXHIBIT J
 RISK ASSESSMENT CHECKLIST**

(to be completed on each service provider receiving CDBG & kept in hard file at WSI)

PROJECT NAME		FUNDING SOURCE: <i>Mark all that apply</i>	
AGENCY		<input type="checkbox"/> CDBG	
PROJECT MANAGER		<input type="checkbox"/> ESG	
Contract Number		<input type="checkbox"/> HOME	
Fiscal Year		<input type="checkbox"/> HOPWA	
Contract Dates		<input type="checkbox"/> General Fund	
		<input type="checkbox"/> Other:	
Questions		Mark Yes or No	Rating
Is this the first time the agency has contract with the City? (Yes=3 No=0)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is this a new activity for the agency (Yes=2 No=0)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Has the agency successfully completed this activity in prior years (Yes=0 No=1)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the agency have any unresolved audit findings? (Yes=1 No=0)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Has the agency experienced recent turnover in staff responsible for conducting the City funded activity? (Yes=1 No=0)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Has the agency corrected any issues or findings from previous monitoring visits? (Yes=0 No=2 NA=0)		<input type="checkbox"/> Yes <input type="checkbox"/> No N/A <input type="checkbox"/>	
Has the agency consistently met performance goals in prior years activities? (Yes=0 No=2 NA=0)		<input type="checkbox"/> Yes <input type="checkbox"/> No N/A <input type="checkbox"/>	
What is the amount of the contract? (\$1 to 25,000=0, \$25,001 to 200,000=1 \$200,001 to 500,000=2 Over \$500,001=3)			
Are reports and billings submitted in a timely manner? (Yes=0 No=1)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there evidence that the agency is experiencing cash flow problems (e.g. requesting expedited reimbursements)? (Yes=2 No=0)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there other information available which may indicate a need for more frequent monitoring of the activity? (Yes=1 No=0)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If Rating total is 5 or higher an on-site monitoring should be scheduled during the contract year. On-site monitoring required			
Total Rating			

Signature: _____ Date

Title: _____

**EXHIBIT K
 CONTRACT FILE CHECKLIST**

(to be completed on each service provider receiving CDBG & kept in hard file at WSI)

		FUNDING SOURCE: <i>Mark all that apply</i>
SUB-RECIPIENT		<input type="checkbox"/> CDBG
CONTRACT MANAGER		<input type="checkbox"/> ESG
Contract Number		<input type="checkbox"/> HOME
Fiscal Year	2012-2013	<input type="checkbox"/> HOPWA
Contract Expires	June 30, 2013	<input type="checkbox"/> General Fund
		<input type="checkbox"/> Other:

REQUIREMENT	INITIAL AS COMPLETED/ RCVD
Has the activity been set up in Amanda by the contract manager?	
Has the Cost Reasonableness form been completed?	
If CDBG funded, what National Objective does the contract meet?	
Has the contract/agreement been fully executed?	
Contract/Interagency Amendments (if applicable)	
Amendment No.	
Amendment No.	
Has the A-133 Audit been received and reviewed by the contract manager? <i>(Note: a copy of the A-133 audit is necessary if the contractor "expends" more than \$500,0001 in federal funding per the contractor's fiscal year.)</i> <i>Does the A-133 Audit have any findings that cause concern?</i>	
If you did not receive a copy of the A-133 for your sub-recipient, you can request a copy from Anna Shook in the Fiscal. Contract managers must review the sub-recipient's audit and identify any concerns/	
Risk Assessment	
Site Monitoring Needed <input type="checkbox"/> Yes <input type="checkbox"/> No	
Desk Monitoring <i>Monitoring Scheduled</i>	
Site Monitoring (I:/Monitoring/Monitoring Forms)	
Program Monitoring Checklist Form <i>Required for all contracts.</i>	

Small Contract Fiscal Monitoring Form	<i>Required for all under \$25,000 contracts.</i>	
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Monitoring Letter/Report Sent	
Indirect Cost Plan (received, if applicable)	
Sent to Fiscal for review.(reviewed by PDC)	
Final Report/Program Accomplishments	
Activity Closeout	

NOTE: Accounting Information, Bills, Invoices, and Audits (including A133 Audit) are located in the Accounting files. IDIS set-up and close-out information is located in the database.

Signature: _____ Date: _____

Title: _____

**EXHIBIT L
 ON-SITE FISCAL MONITORING CHECKLIST**

Subrecipient Name	
Contract(s) Monitored/Funding Source(s)	
Monitoring Date	
Monitored By	
Subrecipient Staff	

Documentation Reviewed

Review	Yes	No	N/A	Comments
Systems for Internal Control				
Are systems in compliance with accounting policies and procedures for cash, real and personal property, equipment and other assets?				
Components of a Financial Management System				
Review the chart of accounts, journals, ledgers, reconciliation, data processing, and reporting system. Are any discrepancies noted?				
Does agency prepare a monthly financial reporting package? If so, does financial data sampled reconcile with reports?				
Accounting				

Review	Yes	No	N/A	Comments
Compare the latest performance report, drawdown requests, bank records, payroll records, receipts/disbursements, etc. Are any discrepancies noted?				
Do accounting records identify use of PHB funding sources by resources (e.g., CDBG, HOME, HOPWA, ESG, etc.)?				
Eligible, Allocable and Reasonable Costs				
Are costs for services/purchased goods reasonable?				
Pay particular attention to the time distribution records where the subrecipient has employees who work on activities funded by multiple sources (e.g., Federal, local, other). Are any discrepancies noted?				
If activities from multiple funding sources are undertaken, are time records signed by employees and approved accordingly?				
Does agency have an indirect cost allocation plan? If yes, did they follow plan? If no, were any indirect costs charged?				
Cash Management/Drawdown Procedures				
Has all cash been promptly drawn down and deposited? Are all draw-downs of Federal funds properly recorded? Note any discrepancies.				
Are drawdown requests in excess of needs?				
If there was an advance, has a separate interest bearing account been set up?				
Management of Program Income				
If the subrecipient generates program income, refer to 570.504 and the Subrecipient Agreement about its use. Note any discrepancies.				
If applicable, is program income accounted for? Is it used according to contract?				
IPA Audit Reports/Follow-up				
Did the subrecipient expend \$500,000 or more in Federal funds for the subject program year? If yes, indicate if and when IPA audit conducted.				

Review	Yes	No	N/A	Comments
Did A-133 audit identify any findings? Status? Explain.				
Maintenance of Source Documentation				
Are accounting records supported by source documentation (receipts, contracts, etc.)? Note any discrepancies in sample records, invoices, vouchers and time records traced through the system and discuss with subrecipient staff.				
Budget Control				
Do actual expenditures match the line item budget? Note any discrepancies.				
Is project within budget? Are the line items being followed?				
Other				
Are procurement / subcontracting requirements in the contract being followed?				
Did you note any evidence of potential conflicts of interest?				
Are adequate property records maintained to identify Federally-funded property assets? Are adequate safeguards in place for preventing loss, damage or theft of property?				

Other Comments and Recommendations

On-Site Fiscal Monitoring Instructions

After identifying subrecipient to be monitored, follow these procedures in conducting a fiscal monitoring.

PRE-VISIT

1. Contract manager will manage communications with subrecipient. Work with contract manager to schedule the subrecipient monitoring. The contract manager will submit the monitoring request to the subrecipient formally in writing.
2. The majority of the monitoring will focus on reconciling billings with the subrecipient's backing documentation. Determine which subrecipient invoices you plan to review during the monitoring visit. This can depend on several things:
 - If the contract funds a single program, consider which subrecipient invoices to review.
 - If the contract funds multiple programs, consider whether to review a sample of multiple programs for a given period or a single program across multiple billing periods.
 - If the contract includes multiple funding sources, consider which sources to monitor. General fund contracts need not be excluded, but it is key to monitor Federal sources.
 - If the subrecipient has previously demonstrated any fiscal issues, use that information to inform your determination.
3. 1-2 weeks prior to monitoring, notify subrecipient of the invoices you wish to sample during the monitoring visit. This communication can come from the contract manager, but you should provide the language of the request. The following is a sample of the language:

For the fiscal portion of the monitoring visit, I would like to review backing documentation associated with invoices billed XXXXXX through XXXXXX under contract XXXXXXXX for the following programs:

- *Program X*
- *Program Y*
- *Program Z*

As applicable, backing documentation should include payroll records, copies of invoices, indirect cost allocation worksheets, employee requests for reimbursement, and any other materials necessary to reconcile invoiced amounts to the relevant source documentation. Additionally, I will likely request to review the following documentation:

- *financial statements that correspond to the billing periods cited above (for reconciliation purposes)*
- *policies and procedures that pertain to accounting, payroll and any other financial operations*
- *indirect cost allocation plan (if your organization uses one)*
- *chart of accounts documentation*

4. Prior to the monitoring visit, obtain and review copies from WSI in-house records of the invoices (that you identified in #3 above) the subrecipient submitted for reimbursement. If the subrecipient has had an A-133 audit in the prior, review any audit findings. Also, if the subrecipient has submitted a

cost allocation plan, obtain a copy and review prior to the visit. Bring these when you monitor the subrecipient, along with writing implements, a calculator, paper for note-taking and business cards.

ONSITE – INTRODUCTORY MEETING

1. At the outset of the monitoring visit, you and the contract manager may have an introductory meeting with subrecipient staff members, this is not required. In such a meeting, the contract manager should take the lead in speaking on behalf of WSI but you should be prepared to explain the purpose of the visit and what the subrecipient can expect during and after the visit.

ONSITE – DOCUMENTATION REVIEW

1. Following the introductory meeting, or as a first contact, you will likely move to a separate space to meet with key fiscal staff. The staff should already have most of the necessary documentation readily available. Typically, the most efficient approach is to briefly review the documentation with the staff present and then let them return to their workspaces. At that point, you continue your review, taking note of any questions you have and periodically follow up with the staff contact(s) to ask clarifying questions. ***When you feel you've identified an issue or inconsistency in the documentation or subrecipient practice, it is critical to communicate this to the subrecipient staff.*** This allows the staff to either correct your perception or validate that the issue indeed exists.
2. Use the fiscal monitoring checklist to keep track that you guide your review. You will submit this as part of the final monitoring report. It is located on a shared folder at:

K:\Operations\Finance\Fiscal\Fiscal Monitoring

3. Start by reviewing the invoices, payroll records, G/L reports. The subrecipient's invoice submitted to PHB should reconcile against the backing documentation (e.g., invoices, payroll records, employee reimbursement requests) as well as against the entries in the general ledger as represented in G/L and financial reports.
4. Review a sample of timesheets (or electronic payroll documentation). Do the payroll records track PHB funds distinctly separate from other funding sources? If sampling a Federally-funded program, do the payroll records substantiate that employees complete an "after the fact determination" of time charged? Federal regulations (OMB Circular A-122 Attachment A) prohibit the use of pre-determined budget estimates in allocating employee hours to Federally-funded activities.
5. Are the costs allowable? (See OMB Circular A-122 Attachment A for detail.)
6. Are costs reasonable? The OMBI defines a reasonable cost as one that:

...does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.

Refer to OMB Circular A-122 Attachment A for additional detail, but keep in mind that it is necessary to use individual judgment in this determination.

7. If the subrecipient has an indirect cost allocation plan or uses a Federally-approved indirect cost rate, review the backing documentation to ensure the actual indirect expenses billed follow the documented methodology.
8. If the subrecipient had any audit findings in the prior two fiscal years, follow up on these issues. Has the subrecipient implemented corrective action? If so, review documentation that substantiates the corrective action. If not, ask why not.
9. Prior to completing this section of the monitoring:
 - Make sure you have contact information for the staff with whom you've worked during the documentation review. You will likely need to follow up once you go off-site.
 - It is not required that you take copies of the documentation you reviewed. However, you should do so if you feel it will assist you in finalizing your review and final report when you leave the subrecipient site. Make sure you've documented the files, reports and other documents you've reviewed in order that you'll be able to accurately record this on the final report

ONSITE – EXIT INTERVIEW

1. Prior to the completion of the on-site portion of the monitoring visit, you and the contract manager will likely have an “exit interview” meeting in which you briefly report out to subrecipient staff. If your review identified no issues, communicate that at this time. If you did identify one or more issues, ***it again is critical to communicate this to the subrecipient staff to allow them the opportunity to correct your perception.*** If the subrecipient confirms that the issue(s) you identify do indeed exist, it is important to come to a mutual understanding of this.

POST-VISIT

1. Given time restraints, it is often necessary to complete some of the documentation review off-site. Complete these tasks, as well as those listed hereafter, as soon as possible following the visit; the longer you delay, the more likely the details will fade from your recollection.
2. Complete the fiscal monitoring checklist.
3. Draft language regarding the results of the fiscal monitoring. Forward this language, along with the finalized fiscal monitoring checklist (in PDF format), to the contract manager. The contract manager will insert this language into the final letter sent to the subrecipient. Here are two samples:

NO CONCERNS OR FINDINGS

I met with [subrecipient staff names] to review and discuss fiscal documentation. I have attached the Subrecipient Fiscal Monitoring Checklist that I utilized in this monitoring visit. I am pleased to report that I found nothing of concern regarding the agency's financial management of the [funding source names] resources allocated under the contract reviewed [contract number].

CONCERNS IDENTIFIED

[Your name, Your Title] met with [Subrecipient staff names] to review and discuss fiscal documentation. I have attached the checklist that [Your name] utilized in his monitoring. [Your name] reports the following concerns and recommendations regarding [Subrecipient name]'s financial management of the resources allocated under the contracts reviewed.

- *For the sample of documentation reviewed for contract [contract number], the payroll schedule documentation did not agree with P&L statements for Feb-10 and Mar-10. PHB recommends that [Subrecipient name] resolve this going forward.*
 - *[Subrecipient name] charges administrative costs directly but does not have a formal cost allocation plan or policy. [Subrecipient name] did provide documentation describing cost allocation methodology and PHB feels the methodology is sound. PHB recommends [Subrecipient name] adopt a policy and procedure that formalizes the allocation methodology and documentation expectations.*
 - *For contract [contract number] invoice 1/1/10-3/31/10, the documentation supplied significantly exceeded actual expenses billed under contract. PHB requests that [Subrecipient name] maintain documentation that clearly ties actual expenses -- or the portions thereof allocated to PHB contracts -- to actual invoiced amounts. A highly-transparent means of achieving this is to record activity in the G/L such that invoiced amounts equal total expenditures for a given program for a given invoice period.*
 - *Based on conversations with [subrecipient staff name], PHB understands that program managers and the Executive Director prepare invoices for the contracts with PHB. PHB recommends that accounting/bookkeeping personnel be integrated into invoice preparation process. This recommendation is based upon the observations (see above) that there is a disconnect between invoiced amounts, invoice backing documentation and the actual transactions recorded in the General Ledger. The goal of this change in process is to ensure invoice documentation is aligned with G/L records.*
4. File a copy of the final letter and checklist, along with all notes and records from the fiscal monitoring.

**EXHIBIT M
 ON-SITE PROGRAM MONITORING CHECKLIST**

(To be kept in WSI hard file on each service provider receiving CDBG, only 10% of providers require on-site program monitoring each year)

PROJECT NAME		FUNDING SOURCE: <i>Mark all that apply</i>
AGENCY		<input type="checkbox"/> CDBG
PROJECT MANAGER		<input type="checkbox"/> ESG
Contract Number		<input type="checkbox"/> HOME
Fiscal Year		<input type="checkbox"/> HOPWA
Contract Dates		<input type="checkbox"/> General Fund
		<input type="checkbox"/> Other:

Questions	Mark Yes or No
Does the project, as implemented, meet the National Objective identified?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the National Objective is limited clientele, housing, or job creation and retention activities are records maintained confirming that clients are income eligible?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do records confirm that clients are income-eligible and are they consistent with information provided in progress reports?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is required client demographic information being collected?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is information in files consistent with that provided in progress reports?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the project, as implemented, carrying out an eligible activity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the agency maintaining records for four years, after completion of the contract, as required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is other required regulatory documentation maintained in the files?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Which files were reviewed?	
Are there applicable cross-cutting regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Which were reviewed?	
What were the results?	
If equipment was purchased with CDBG funds, is it only being used for CDBG eligible activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How was that determined?	

Signature: _____ Date: _____
 Title: _____

NOTE: Each project should have a completed General Checklist as well as a checklist for each federal funding source.

RESOLUTION NO. 6945

RESOLUTION TITLE:

AUTHORIZING A SUBRECIPIENT CONTRACT WITH WORKSYSTEMS, INC. FOR UP TO \$1.4 MILLION TO IMPLEMENT ECONOMIC OPPORTUNITY INITIATIVE YOUTH WORKFORCE DEVELOPMENT SERVICES DURING FY 2012-13


Adopted by the Portland Development Commission on May 23, 2012

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Scott Andrews	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Aneshka Dickson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner John Mohlis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Steven Straus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Charles Wilhoite	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Regular Agenda		

CERTIFICATION

The undersigned hereby certifies that:

The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Portland Development Commission and as duly recorded in the official minutes of the meeting.

	<p>Date:</p> <p>July 3, 2012</p>
<p>Gina Wiedrick, Recording Secretary</p>	