

**PROSPER PORTLAND**

Portland, Oregon

**RESOLUTION NO. 7246**

**AUTHORIZING A SUBRECIPIENT CONTRACT WITH WORKSYSTEMS, INC.,  
TO IMPLEMENT ECONOMIC OPPORTUNITY INITIATIVE YOUTH AND  
ADULT WORKFORCE DEVELOPMENT SERVICES AND COMMUNITY  
WORKFORCE NAVIGATOR PROGRAM DURING FISCAL YEAR 2017-18**

**WHEREAS**, since July 2009, the City of Portland (“City”) has provided the Prosper Portland with resources to administer the Economic Opportunity Initiative (“EOI”), which includes youth and adult workforce development programs aimed at low-income individuals with barriers to employment;

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

**WHEREAS**, in 2012, Prosper Portland and WSI collaborated on the design of a youth workforce development system, known as the Career Connect Network, that combined Prosper Portland and WSI youth workforce development programs into a single system;

**WHEREAS**, in June 2017, WSI, in partnership with Prosper Portland, released a Request for Proposals for a re-designed youth workforce system;

**WHEREAS**, the Career Connect Network, which is administered by WSI with funding, input, and oversight from Prosper Portland, provides high-quality, individually-tailored workforce development services to low-income disconnected youth;

**WHEREAS**, in 2013 Prosper Portland and WSI collaborated on the design of an adult workforce development system, known as the Economic Opportunity Program (“EOP”), that was informed by input from existing adult workforce development providers and other interested entities and individuals, and aligns the Prosper Portland and WSI adult workforce development programs;

**WHEREAS**, the EOP, which is administered by WSI with funding, input, and oversight from Prosper Portland, provides high-quality, individually-tailored workforce development services to low-income adults with barriers to employment;

**WHEREAS**, the Community Workforce Navigator Program began in 2015 as a way to ease access to appropriate workforce development services and ultimately to increase the incomes of low-income residents so they can afford to stay in their neighborhoods as rents rise due to an increasingly strong market;

**WHEREAS**, the target population is under and unemployed residents, low-income residents, people of color and/or ESL speakers;

**WHEREAS**, Prosper Portland piloted this program in the Cully neighborhood and has seen that the hands-on community-based workforce navigator approach better connects services to communities of color and immigrant and refugee populations;

**WHEREAS**, in order to streamline processing and incorporate additional workforce supports, this program will be implemented through a sub-grant from WSI to Portland Community College; and

**WHEREAS**, Prosper Portland anticipates receiving \$2,840,485 in City of Portland General Funds, federal Community Development Block Grant funds, and Enterprise Zone funds for workforce development in fiscal year (“FY”) 2017-2018 and further anticipates allocating \$1,401,539 for youth workforce development, \$1,298,946 for adult workforce development, and \$140,000 for community workforce navigator programming in FY 2017-2018.

**NOW, THEREFORE, BE IT RESOLVED**, that the Prosper Portland Board of Commissioners (“Board”) hereby authorizes the Executive Director to enter into a Subrecipient Contract with WSI substantially in the form attached hereto as Exhibit A, for \$2,840,485 for the purpose of implementing and managing the EOI youth and adult workforce development services and the community workforce navigator program (the “Subrecipient Contract”);

**BE IT FURTHER RESOLVED**, that the Prosper Portland Board hereby authorizes the Executive Director to execute amendments to the Subrecipient Contract up to an additional \$500,000 as needed and when such additional funding becomes available;

**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 Prosper Portland’s risks or obligations, as determined by the Executive Director in consultation with General Counsel; and

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

Adopted by the Prosper Portland Commission on June 28, 2017



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Pam Micek, Recording Secretary

**PORTLAND DEVELOPMENT COMMISSION**

Portland, Oregon

**RESOLUTION NO. 7246**

**EXHIBIT A**

**AUTHORIZING A SUBRECIPIENT CONTRACT WITH WORKSYSTEMS, INC.,  
TO IMPLEMENT ECONOMIC OPPORTUNITY INITIATIVE YOUTH AND  
ADULT WORKFORCE DEVELOPMENT SERVICES AND COMMUNITY  
WORKFORCE NAVIGATOR PROGRAM DURING FISCAL YEAR 2017-18**

Exhibit A includes this cover page and contains 33 pages:

- Draft Subrecipient Contract – Workforce Development
  - Exhibit A Key Features of the Career Connect Network
  - Exhibit B Key Features of the Economic Opportunity Program
  - Exhibit C Scope of Work – Community Workforce Navigator
  - Exhibit D Budget
  - Exhibit E Terms and Conditions
  - Exhibit F Enrollment and Income Verification Form -Example
  - Exhibit G EOI IDIS Set-Up Form
  - Exhibit H Quarterly Participant Demographics Form
  - Exhibit I EOI IDIS Mid-Year and Close-Out Form

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FAIN # B-18-MC-41-0003  
Prosper Portland Contract # 7045-10

**Subrecipient Contract  
Workforce Development**

This Subrecipient Contract (“Contract”) is between Prosper Portland and Worksystems, Inc., an Oregon non-profit corporation (“WSI” or “Subrecipient”) for the implementation of Adult and Youth Workforce Development programs of the Economic Opportunity Initiative and the Community Workforce Navigator Program.

**RECITALS**

- A. Prosper Portland is the recipient of funding from the City of Portland for the Economic Opportunity Initiative.
- B. The purpose of the Economic Opportunity Initiative (EOI) 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. In July 2012, WSI began implementation of a new youth workforce development system known as the Career Connect Network (“CCN”), which was jointly developed by WSI and Prosper Portland (then Portland Development Commission, “PDC”). The CCN aligned WSI’s and Prosper Portland’s youth workforce development programs that were formerly implemented independently.
- D. In July 2013, WSI began implementation of a new adult workforce development system known as the Economic Opportunity Program (“EOP”), which was jointly developed by WSI and Prosper Portland (then PDC). The EOP tied long-term, relationship-based Vocational Case Management (“VCM”) and Industry-Specific Vocational Training (“ISVT”) services funded by Prosper Portland to workforce preparation, training, and employment resources funded by Worksystems through WorkSource Portland Metro (“WSPM”), the region’s publicly-funded workforce development system.
- E. The goals of the CCN and EOP are consistent with the purpose of the Economic Opportunity Initiative.
- F. The Community Workforce Navigator Program began in 2015 as a way to ease access to appropriate workforce development services and ultimately to increase the incomes of low-income residents so they can afford to stay in the neighborhood as rents rise due to an increasingly strong market. The target population is under and unemployed residents, low-income residents, people of color and/or ESL speakers.
- G. Prosper Portland piloted this program in the Cully neighborhood and has seen that the hands-on community-based workforce navigator approach better connects services to communities of color and immigrant and refugee populations.

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- H. In order to streamline processing and incorporate additional workforce supports, this program will be implemented through a sub-grant from WSI to Portland Community College (PCC).
- I. WSI will implement the CCN and EOP with Workforce Innovation and Opportunity Act funds (“WIOA Funds”) provided by the U.S. Department of Labor through the State of Oregon, Community Development Block Grant funds (“CDBG Funds”) awarded to the City of Portland by the U.S. Department of Housing and Urban Development (“HUD”) and City of Portland General Fund (“City Funds”). WSI will implement the Community Workforce Navigator with Enterprise Zone funds (“E-Zone Funds”) provided through Prosper Portland.
- J. Prosper Portland and WSI desire to enter into this Contract to set forth the terms and conditions under which Prosper Portland will provide CDBG Funds, City Funds and E-Zone Funds to WSI for implementation of the CCN, EOP and Community Workforce Navigator in FY 2017-2018.

Now therefore, the parties agree as follows:

**AGREEMENT**

**1. Effective Date and Duration**

This Contract shall become effective on July 1, 2017 (the “Effective Date”). Unless sooner terminated in accordance with its terms, this Contract shall terminate on June 30, 2018.

**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 (“Contract Manager”).

	<b>WSI – CCN (youth)</b>	<b>WSI – EOP (adult) &amp; Community Workforce Navigator</b>	
Contract Manager	Barb Timper	Stacey Triplett	
Address	1718 SW First Ave., Suite 450 Portland, OR 97201		
Phone	503-478-7315	503 478-7322	
Email	<a href="mailto:btimper@worksystems.org">btimper@worksystems.org</a>	<a href="mailto:striplett@worksystems.org">striplett@worksystems.org</a>	
EEO	Active		
Business License	440390		
Total Amount	\$1,401,539 (CDBG and GF)	EOP: \$1,298,946 (CDBG and GF)	WF Nav: \$140,000 (E-Zone)

	<b>Prosper Portland – CCN &amp; EOP</b>	<b>Prosper Portland – Community Workforce Navigator</b>
Contract Manager	Morgan Masterman	Dana DeKlyen
Address	222 NW Fifth Avenue Portland, OR 97209	
Phone	503-823-6839	503-823-3312

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Email	<a href="mailto:mastermann@prosperportland.us">mastermann@prosperportland.us</a>	<a href="mailto:deklyend@prosperportland.us">deklyend@prosperportland.us</a>
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### 3. Scope of Work

Subject to the terms and conditions of this Contract and as described in greater detail in Exhibits A, B and C Subrecipient will, during the term of this Contract, implement the youth and adult workforce development services components of the Economic Opportunity Initiative as follows:

- A. Implement and manage a system of contracted youth and adult workforce development services in conformance with Exhibits A and B. Subrecipient shall note CFDA number, FAIN number and Federal Award Date as they appear on this Contract on all CDBG subrecipient agreements. The notation must appear on the face page of the contract in the upper right hand corner<sup>1</sup>.
- B. Require subrecipients to use I-TRAC Information Management System to track the performance measures described in Exhibit A and B and all information necessary to meet the federal CDBG reporting requirements, including but not limited to:
  - a. Participant information:
    - i. Race and ethnicity,
    - ii. Address,
    - iii. Income and percentage of Median Family Income (<http://www.portlandoregon.gov/phb/50010>) at commencement of services,
    - iv. Head of household status,
    - v. Housing status at commencement of services,
  - b. Total number of participants served by each subrecipient, and
  - c. Hourly wage and hours of employment per week at commencement of services, at initial job placement and at program exit.
- C. Require subrecipients to use I-TRAC Information Management System to track the performance measures described in Exhibit C
- D. Maintain CCN and EOP Program Manuals ("Program Manual") that provide direction and guidance to subrecipients on the delivery of services.
- E. Provide ongoing training and technical assistance to subrecipients on the aligned workforce development systems, program policies, and the I-TRAC Information Management System and, for contracted providers receiving CDBG Funds, training on the CDBG allowable costs as described in Section 6, Federal Funding.
- F. Convene contracted providers on a monthly basis to discuss issues including: system implementation, best practices, challenges, opportunities for system improvement, and overall performance.
- G. For subrecipients receiving CDBG Funds, ensure compliance with federal CDBG requirements, including but not limited to allowable costs, eligibility, recording keeping and reporting.
- H. Acknowledge Prosper Portland's role as a co-funder of the CCN, EOP and Community Workforce Navigator in all publicity and collateral.
- I. Continue to seek investment from other funders to support growth and development of the CCN, EOP and Community Workforce Navigator.
- J. Develop and deliver information reasonably requested by Prosper Portland regarding operation

<sup>1</sup> If Federal Award Date is unknown at time of contract execution, information will be provided by Prosper Portland and may be appended to the executed contract as a cover sheet.

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of the CCN and EOP, including but not limited to, information necessary to develop, maintain and update the City of Portland's Consolidated Plan for use of CDBG Funds.

- K. Implement the Community Workforce Navigator as described in Exhibit C.

**4. Periodic Reporting/Partner Communication**

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

- A. The WSI Contract Manager, Prosper Portland Contract Manager and key staff will aim to meet quarterly to review progress and challenges of the new program.
- B. WSI will include the Prosper Portland Contract Manager in all monthly meetings with contracted providers.
- C. WSI shall appoint the Prosper Portland Contract Manager to any policy committee that provides oversight for CCN or EOP.
- D. WSI will provide the Prosper Portland Contract Manager with quarterly reports for EOP and CCN on October 25, 2017; January 25, 2018; April 25, 2018 and July 25, 2018. The report will include:
  - a. A brief written narrative summarizing accomplishments, activities, challenges and a success story,
  - b. A Quarterly Participant Demographics Form as set forth in Exhibit H. The Prosper Portland Contract Manager may substitute an alternative form to conform with requirements of the funding sources no later than the end of the quarter for which the form is due
- E. As part of the second and fourth quarter reports, WSI shall submit data on individual subrecipient performance as described in Exhibit A and B, Performance Measures.
- F. No later than July 25, 2018 and as part of the fourth quarter report, WSI will provide Prosper Portland with detailed year-end reports for CCN and EOP showing:
  - a. Demographics of all participants served during FY 17/18,
  - b. Outcomes for individual participants that have exited the system in FY 17-18,
  - c. Number of participants placed in unsubsidized employment at exit,
  - d. For CCN, number of participants placed in post-secondary education and/or training,
  - e. Wages at enrollment, current wages, and wages at program exit, or other outcome information agreed to by Prosper Portland and WSI.
- G. Additional reporting requirements are identified in Section 6, Federal Funding.
- H. Reporting requirements for Community Workforce Navigator are included in Exhibit C

**5. Compensation and Matching Resources**

Subject to the terms and conditions of this Contract, Prosper Portland shall provide a maximum of \$2,840,485 ("Funds") to Subrecipient for performance of the work described in the Scope of Work above. Utilizing such Funds, Subrecipient shall provide workforce development services, as described in Exhibit A, B and C. Funds shall be allocated among programs as indicated below:

	Total Budget	Estimated capacity	Estimated total participants served (includes
CCN (youth)	\$1,401,539	525	656 (1.25x capacity)
EOP (adult)	\$1,298,946	550	825 (1.5x capacity)

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Workforce Navigator	\$140,000	xxx	
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In addition to the funds available under this Contract, Subrecipient shall leverage approximately \$2 million in WIOA Funds, or additional available funds, to serve CCN participants, and shall make available to EOP participants approximately \$1 million in WIOA Funds, or additional available funds, to provide services described in Exhibit B, Section D, WorkSource Portland Metro Services.

The 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 D provided however that without amending this Contract, the Prosper Portland Contract Manager may transfer Funds from one Budget line item to another so long as such change does not result in an increase to the maximum Contract Funds. If the Prosper Portland Contract Manager transfers Funds as allowed by this paragraph, the Prosper Portland Contract Manager will immediately provide the WSI Contract Manager a revised Budget, which shall be deemed to replace Exhibit D to this Contract.

Subrecipient may use Funds only for allowable costs. For purposes of City and CDBG Funds, Prosper Portland will disburse Funds to pay allowable costs necessarily incurred in performing the Scope of Work above to City of Portland residents and, as to the CDBG Funds, allowable under the applicable federal regulations referenced in Exhibit E. Program administration and indirect program expenses shall be allowable costs of City Funds.

Requests for payment must be submitted to Prosper Portland in accordance with an invoice form approved by the Prosper Portland Contract Manager. Subrecipient may choose to submit invoices either monthly or quarterly. Except as provided in the following sentence, 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 for CDBG funded activities is due July 5, 2018. Subrecipient contracts between WSI and its contracted providers 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.

#### **6. Federal Funding**

A portion of the funding provided by Prosper Portland under this Contract will be CDBG Funds from 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 Terms and Conditions attached hereto as Exhibit E and cause its contracted providers receiving CDBG Funds (who are also considered subrecipients of CDBG Funds) to comply with the Terms and Conditions attached hereto as Exhibit E. Subrecipient may not provide CDBG Funds to a contracted provider unless the contracted provider: (i) has either a Community Based Development Organization (CBDO) certification (24 CFR



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- 570.204) or written employer commitments and (ii) has obtained and provided to Subrecipient a Dun & Bradstreet Number (DUNS).
- B. Cause its contracted providers to obtain from each participant 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 Prosper Portland no later than August 30, 2017. If changes to subrecipient allocations change throughout the year, WSI must consult with Prosper Portland Contract Manager before amending subrecipient agreements.
  - D. Complete the EOI IDIS Mid-Year and Close-out Form as set forth in Exhibit I and submit to Prosper Portland by January 25, 2018 and July 25, 2018, respectively.
  - E. Provide monitoring oversight of contracted providers to ensure compliance with CDBG fund regulations, including, but not limited to, the following components:
    - Desk monitoring
    - Assessment of cost reasonableness
    - Risk assessment
    - Contract file completeness
    - Performance of on-site monitoring visit(s) to at least ten percent of contracted providers receiving CDBG funds within the contract year.
  - F. As needed, provide contracted providers with document templates and/or technical assistance in coordination with PHB and Prosper Portland to achieve program and monitoring activities in compliance with CDBG regulations.

#### **7. Early Termination**

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

Prosper Portland and Subrecipient may amend this Contract at any time only by written agreement executed by Prosper Portland and Subrecipient. Notwithstanding the immediately preceding sentence, without additional Prosper Portland Board approval, the Prosper Portland Executive Director is authorized to add up to \$500,000.00 to the total amount of the Funds, as and when such additional money becomes available.

#### **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 Terms and Conditions, and all regulations and administrative rules established pursuant to those laws.

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### 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:

Document	Description
Exhibit A	Key Features of the Career Connect Network
Exhibit B	Key Features of the Economic Opportunity Program
Exhibit C	Scope of Work – Community Workforce Navigator
Exhibit D	Budget
Exhibit E	Terms and Conditions
Exhibit F	Enrollment and Income Verification Form -Example
Exhibit G	EOI IDIS Set-Up Form
Exhibit H	Quarterly Participant Demographics Form
Exhibit I	EOI IDIS Mid-Year and Close-Out Form

### 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 Prosper Portland, 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-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 I.H, I.I, and I.J of Exhibit E 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 there from, shall remain binding on Subrecipient during any period that Subrecipient has control of such funds received or generated under this Contract.

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

**PORTLAND DEVELOPMENT  
COMMISSION, dba PROSPER PORTLAND**

**WORKSYSTEMS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Kimberly Branam, Executive Director

Andrew McGough, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Prosper Portland Legal

DRAFT

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## **EXHIBIT A KEY FEATURES OF THE CAREER CONNECT NETWORK**

### **NOTE:**

Changes in federal law require local workforce development systems to operate differently. Rules governing investments in preparing young people for the workforce have changed the most. Local youth programs must increase post-secondary credential attainment, match career pathways to local industry sector needs, focus services on youth who are not in school, not working or under-employed and connecting them to the public workforce development system, known locally as WorkSource Portland Metro. Due to these changes, WSI is issuing a Request for Proposals in June 2017. WSI will extend contracts with their five current subrecipients for three months (July –September 2017). By October 1, 2017 contracts will be in place with successful RFP respondents and providers will operate under new program guidelines detailed below.

### **A. Target Population**

Young adults 17-24 years old who are

- 1) low-income,
- 2) not in school,
- 3) not working or under-employed and
- 4) interested in a career in Construction, Health Care, IT or Manufacturing or interested in training for other careers.

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.

### **B. Service Delivery and Coordination**

WSI will contract with multiple service providers serving culturally and geographically diverse populations to deliver 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 using Career Mapping process
- Work readiness training using A New World of Work: 21st Century Skills
- Leadership development
- Career exploration
- Work experience placement and support, with referral to the Work Experience Intermediary as appropriate
- Industry training
- Job placement and retention support

In addition to the services above, contracted providers will provide leveraged supports including: financial literacy, support services, post-secondary preparation, job search assistance, remedial education, GED, and/or high school diploma.

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### **C. 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 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 provider.
- Provide feedback to service providers regarding the readiness of youth referred and feedback from businesses who hosted youth.

### **D. Career Exploration and Career Bridge**

#### Career Exploration

Industry-specific career exposure to training and employment in high-wage, high-demand occupations. The course features engaging, contextualized curriculum, utilizes hands-on project-based instructional approaches and serves as an introduction to all four of Worksystems' target industry sectors – Construction, Health Care, Information Technology and Manufacturing.

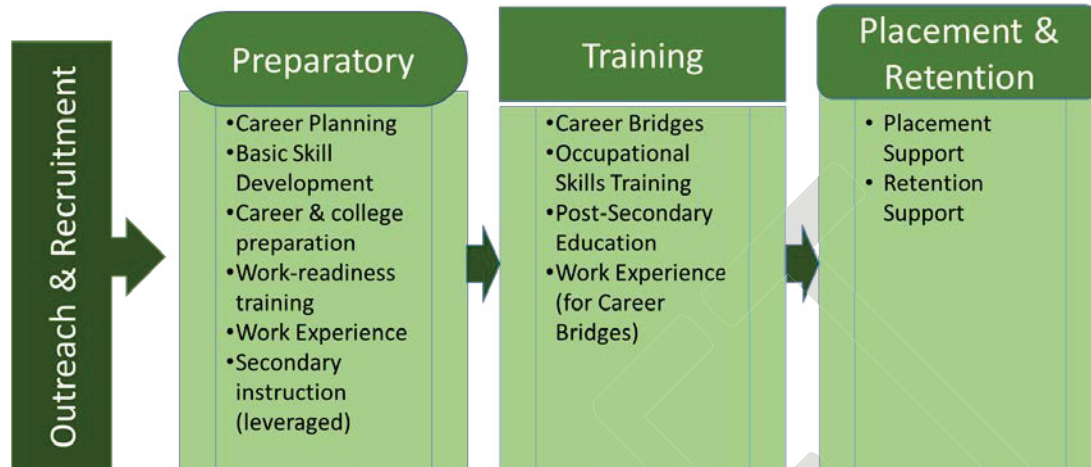
#### Career Bridge

Industry-specific training programs to help participants gain the education, skills and credentials needed to access career-pathway employment in one of Worksystems' four target industry sectors. Career Bridge is a cohort-based training that includes classroom instruction in technical skills and an internship to practice new skills. Length of instruction ranges from 6-11 weeks depending on the industry. Paid internships are generally 200 hours over 6-8 weeks at an employer within the selected industry. Successful Bridge completion results in an industry-recognized credential that opens entry level access to the industry.

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### E. Service Delivery Stages

Participation in the CCN is divided in three phases: preparatory, training, and placement/retention.



- Preparatory Phase: Youth will work with a Career Coach to develop a career plan. The career plan outlines goals as well as services to help meet these goals. Preparatory activities will include work readiness training, career exploration, leadership development, financial literacy, entrepreneurial training, paid work experience and exposure to WorkSource. Youth without a secondary credential must earn a High School diploma or GED prior to moving from the preparatory phase to training.
- Training Phase: Once youth are work- and training-ready and have identified a career interest, they will select and participate in a Career Bridge training.
- Placement and Retention Phase: Career Coaches will provide job search and placement assistance or post-secondary preparation services until a participant finds employment or enters post-secondary training that meets their career goal. The Coach will coordinate access to WorkSource for Talent Link, a skill validation process valued by local employers, and individualized placement services. The Coach will provide supports necessary for participants to succeed in training, retain employment, advance on the job, or move to a new job with higher pay, better hours, or more benefits. This should include ongoing communication, regular meetings and check-ins, and proactive engagement with participants. Generally, Coaches will work with participants for one year after placement.

### F. Performance Measures

#### Service Providers

Service provider 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

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entry into the program.

<b>Preparatory (Progress Indicators)</b>	<b>Goal</b>
Gains in basic skills (Out of school-youth only)	50%
Earned secondary credential (if they didn't have upon program entry)	
Placement in Career Bridge training	75%
<b>Training</b>	
Assessed Work - Ready	75%
<b>Placement &amp; Retention (Success Indicators)</b>	
Progress in Employment as measured by: <ul style="list-style-type: none"> <li>• Retention in employment for at least 2 consecutive quarters</li> <li>•</li> </ul>	70%
Industry recognized occupational certificate, GED or HS Diploma	75%
Basic Skills Sufficient by Full Program Exit	60%
<b>Centralized Services</b>	
Engagement in CCN Centralized Services – utilization of assigned slots for WEX-Y, SummerWorks, Career Exploration and Sector Bridge	75% of total allocated slots
<b>Data Points</b>	
Advancement in employment	NA

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

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**EXHIBIT B**  
**KEY FEATURES OF THE ECONOMIC OPPORTUNITY PROGRAM**

**A. Target Population**

The target population for services will be low-income, City of Portland residents age 18 and older, who face multiple barriers to employment, have an immediate or near-term goal to become employed, and want to engage in coaching, skill development, and training, as needed, to achieve their goal of career pathway employment. Low-income household incomes are at or below 50 percent Median Family Income (MFI).

**B. Service Delivery**

WSI will contract with multiple workforce development providers to deliver supportive and individually tailored workforce development services to enrolled individuals for up to three years. Core services to participants includes:

- Individual career plan development
- Individualized vocational case management
- Career exploration
- Work readiness training
- Work experience placement and support
- Job search assistance and placement
- Retention and advancement supports after job placement

Providers who are delivering industry specific training will focus services around long-term occupational skills training and certification.

**C. Service Delivery Stages**

The new adult workforce development system administered by WSI will include the following two phases of service delivery:

- Intensive Phase: The Intensive Phase of service includes: intake and enrollment; basic needs/support service coordination and provision; Career mapping; life skills and soft skills development and coaching; resource navigation and connection; structured peer support opportunities; population-specific job readiness services, navigation and connection to services through WorkSource Portland Metro (WSPM) ; job search assistance, job development and placement; and retention and advancement supports.
- Retention and Advancement Phase: The transition from Intensive Phase to the Retention and Advancement Phase happens when a participant finds employment that meets their career goal. The Retention and Advancement phase includes: proactive engagement with participants through regular meetings and check-ins, navigation and connection to WSPM services, assistance addressing barriers that arise, and resource navigation and connection. The goal during this phase is for Vocational Case Managers to provide the coaching and supports necessary for participants to retain employment, advance on the job, or move to a new job with higher pay, better hours, or more benefits. In general, Vocational Case Managers will work with participants in the Retention and Advancement phase for one year. Monitoring of participant



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stabilization, addressing barriers that arise, and facilitating connections to support services as needed should happen across both phases.

Total length of time in the program will depend on participant progress in meeting career goals. Participants are able to receive individually tailored support across both program phases for a total of up to three years. Service periods slightly longer than three years are allowed and will be balanced by participants who meet their goals and exit the Program in shorter time.

#### **D. WorkSource Portland Metro Services**

WSI will make available to EOI participants at least \$1 million in workforce preparation, training, and employment services through WorkSource Portland Metro (WSPM). WSPM services are set-aside for low-income individuals with barriers to employment in Multnomah County. Services are available to address different skill levels, work histories, and career goals, and can be accessed by EOI participants to support their career plan.

WSPM services targeted for use by adult participants includes:

- Contextualized, cohort-based adult education
- Job Readiness courses
- Sector-based bridge training
- Short-term vocational training leading to employer-recognized certificates
- Occupational skills training leading to employer-recognized credentials
- Pre-apprenticeship programs and other targeted sector-based occupational training
- Internships
- On-the-job training
- Individualized job placement for certain industries and participants

#### **E. WorkSource Liaisons**

WSI will resource one or more WorkSource Liaison positions to support the smooth functioning of the EOP. They serve two major functions: 1) provide resources, support, training, and technical assistance to Vocational Case Management staff, and 2) assist WSI Contract Managers and Vocational Case Managers in identifying system needs, problems and solutions. WorkSource Liaisons play a critical role ensuring that participants receive effective Vocational Case Management services, connect to WSPM services as needed, and achieve outcomes.

#### **F. Performance Measures**

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 entry into a career pathway job. The focus of adult programs should be providing high-quality career planning and support to help adult 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 adult.** Applicable indicators will be based on each adult's Individual Career Plan.

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<b>Success Measures</b>	<b>Goal</b>
Attainment of unsubsidized employment	
Attainment of career-track employment	
Retention in employment	
Advancement in employment as demonstrated by gain in earnings, wage, or benefits	
Transition into Economic Opportunity Program Industry-Specific Vocational Training <sup>1</sup>	
<b>Progress Indicators</b>	
Attainment of industry-recognized credential	
Attainment of National Career Readiness Certificate	
Attainment of Target Industry Job Ready and Skills Standards	

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**EXHIBIT C**  
**SCOPE OF WORK**  
**COMMUNITY WORKFORCE NAVIGATOR**

**General Project Description:** The Workforce Navigator Program is a neighborhood-based initiative to help unemployed and underemployed residents in the service area connect with workforce development resources. WSI will enter into a grant agreement with PCC to support a full time staff who is knowledgeable of current and new Workforce Development Services, and will navigate residents to appropriate workforce services and employment opportunities, and proactively follow up with individuals to ensure that connections were successful. The goal of this initiative is to ease access to appropriate workforce development services and, ultimately, to increase the incomes of low-income residents so they can afford to stay in the neighborhood as rents rise due to an increasingly strong market.

**SERVICE AREA**

Our 42<sup>nd</sup> Ave and Cully Blvd Alliance Neighborhood Prosperity Initiative (NPI) service areas

**TARGET POPULATION**

Residents in the Service Area, that are unemployed, underemployed, low income, people of color, and/or has english as a second language

**SCOPE OF PROJECT**

Grantee shall complete the following work as part of the Project:

**A. Conduct community outreach to reach target population**

- a. Direct outreach
- b. Outreach partners, such as:
  - i. NPI District Managers
  - ii. Community leaders
  - iii. Local food banks
  - iv. Sun schools
  - v. Other non-profits servicing low income residents

**B. Provide one-on-one support**

- a. Assess individual needs
- b. Provide a warm referral to providers
- c. Follow-up to ensure success of referral

**C. Track Project activities – using the Outcome Tracker provided by PDC.**

*Other activities may be requested by PDC*

- a. One-on-one
  - i. Individuals serviced; such as:
  - ii. Referral
  - iii. Follow-up
  - iv. Outcome

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- b. Outreach and Service Providers
  - i. Track Activities, number of participants and outcomes

**D. Maintain a collaborative relationship with District Managers of Our 42<sup>nd</sup> Ave and Cully Blvd Alliance NPIs.**

**E. Reporting, monitoring and budget management**

PCC will submit to WSI a report describing the progress on work scope every three months. The report shall include: listing of project activities, overall accomplishments and lessons learned.

Grantee will support all project compliance monitoring activities as directed by WSI.

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**EXHIBIT D  
 BUDGET 2017-18**

<b>Youth Workforce Development</b>	<b>General Funds</b>	<b>CDBG</b>	<b>E-Zone</b>	<b>Total</b>
Provider Contracts	\$339,958.00	\$824,176.00		\$1,164,134.00
Personnel	\$107,350.00			\$107,350.00
Materials/Services/I-Trac	\$9,800.00			\$9,800.00
Indirect	\$120,255.00			\$120,255.00
<b>Total Youth Workforce Development Funds</b>	<b>\$577,363.00</b>	<b>\$824,176.00</b>		<b>\$1,401,539.00</b>
<b>Adult Workforce Development</b>	<b>General Funds</b>	<b>CDBG</b>	<b>E-Zone</b>	<b>Total</b>
Provider Contracts	\$310,015.00	\$760,777.00		\$1,070,792.00
Personnel	\$107,350.00			\$107,350.00
Materials/Services/I-Trac	\$9,800.00			\$9,800.00
Indirect	\$111,004.00			\$111,004.00
<b>Total Adult Workforce Development Funds</b>	<b>\$538,169.00</b>	<b>\$760,777.00</b>		<b>\$1,298,946.00</b>
<b>Community Workforce Navigator</b>	<b>General Funds</b>	<b>CDBG</b>	<b>E-Zone</b>	<b>Total</b>
			\$140,000	\$140,000
<b>Total Community Workforce Navigator Funds</b>			<b>\$140,000</b>	<b>\$140,000</b>
<b>TOTAL WSI</b>	<b>\$1,115,532</b>	<b>\$1,584,953</b>	<b>\$140,000</b>	<b>\$2,840,485</b>

**EXHIBIT E**  
**TERMS AND CONDITIONS**

This Exhibit D contains: I. Prosper Portland Terms and Conditions and II. Community Development Block Grant (CDBG) Terms and Conditions. Prosper Portland Terms and Conditions apply to all activities regardless of funding source. The CDBG Terms and Conditions apply only to activities funded with CDBG. If there is a conflict between terms the most restrictive provision will be enforced.

**I. PROSPER PORTLAND – TERMS AND CONDITIONS**

- A. **TERMINATION FOR CAUSE; CURE.** In accordance with 24 CFR 85.43, if, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Contract, Prosper Portland may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the 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 the Subrecipient under this Contract shall, at the option of Prosper Portland, become the property of Prosper Portland and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

- B. **TERMINATION FOR CONVENIENCE.** Except as provided in § 85.43 awards may be terminated in whole or in part only as follows:
- (a) By Prosper Portland with the consent of the Subrecipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (b) By Prosper Portland or Subrecipient upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either § 85.43 or paragraph (a) of this section.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by Prosper Portland due to a breach by the Subrecipient, then Prosper Portland 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 the Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then the Subrecipient shall pay to Prosper Portland the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

- D. **CHANGES IN ANTICIPATED SERVICES.** If, for any reason, Subrecipient's anticipated services or actions are terminated, discontinued or interrupted, Prosper Portland's payment of funds may be terminated, suspended or reduced. Subrecipient shall immediately refund to Prosper Portland any unexpended funds received by Subrecipient.
- E. **AMENDMENT/CHANGES.** Prosper Portland 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, shall be incorporated in written amendments to this contract. The Bureau Director is authorized to approve funding amendments up to 25% of the original budget amount of any contract covered under the ordinance.
- F. **NON-DISCRIMINATION; CIVIL RIGHTS.** During the performance of this Contract, the Subrecipient agrees as follows:
- (a) The 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) The 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) The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
  - (d) The 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 Contractors), 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, the 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.

- G. During the performance of this contract, the Subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "Subrecipient") agrees as follows:
- (a) **Compliance with Regulations.** The Subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs as set forth in Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as "the Regulations"), which are herein incorporated by reference and made a part of this contract.
  - (b) **Nondiscrimination.** The Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships in the selection and retention of Subrecipients, including procurements of materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - (c) **Solicitations for Subcontractor, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.
  - (d) **Information and Reports.** The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Prosper Portland or any state or federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the Subrecipient shall so certify to Prosper Portland or the any state or federal agency as appropriate, and shall set forth what efforts it has made to obtain the information.
  - (e) **Sanctions for Noncompliance.** In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, Prosper Portland shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to:
    - (1) withholding of payments to the Subrecipient under the contract until the Subrecipient complies, and/or
    - (2) cancellation, termination or suspension of the contract, in whole or in part.



- (f) **Incorporation of Provisions.** The Subrecipient shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt.

The Subrecipient shall take such action with respect to any Subrecipient procurement as Prosper Portland or any state or federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Subrecipient becomes involved in, or is threatened with, litigation with a Subrecipient or supplier as a result of such direction, the Subrecipient may request Prosper Portland to enter into such litigation to protect the interests of Prosper Portland, and, in addition, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient shall have the responsibility to inquire as to which agencies, if any, have a regulatory interest in the contract and comply with any resulting regulations or requirements.

- H. **MAINTENANCE, AUDIT OF AND ACCESS TO RECORDS.** Prosper Portland, 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 the 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 the Subrecipient for (5) five years after Prosper Portland makes final payments and all other pending matters are closed.

Prosper Portland, either directly or through a designated representative, may audit the records of the Subrecipient at any time during the (5) five-year period.

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

- I. **AUDITS & INSPECTIONS.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Prosper Portland, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City of Portland policy concerning Subrecipient audits and OMB Super Circular.
- J. **INDEMNIFICATION.** Subrecipient shall hold harmless, defend, and indemnify Prosper Portland, and its officers, agents and employees against all claims, demands, actions,

and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of Subrecipient and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.

- K. **INSURANCE.** Subrecipient shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. Prosper Portland reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
- (a) **Workers' Compensation Insurance.** Subrecipient, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Subrecipient, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
  - (b) **Commercial General Liability Insurance:** Subrecipient shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
  - (c) **Automobile Liability Insurance:** Subrecipient shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
  - (d) **Additional Insured:** The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name Prosper Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Subrecipient's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
  - (e) **Continuous Coverage; Notice of Cancellation:** Subrecipient shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or nonrenewal of coverage without thirty (30) days written notice from Subrecipient to Prosper Portland. If the insurance is canceled or terminated prior to termination of the Agreement, Subrecipient shall immediately notify Prosper Portland and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
  - (f) **Certificate(s) of Insurance:** Subrecipient shall pay for all deductibles and premium from its non-contract funds. Prosper Portland reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of

insurance required herein, if Subrecipient is a public body, Subrecipient may furnish a declaration that Subrecipient is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- L. INDEPENDENT CONTRACTOR STATUS. Subrecipient, and its contractors and employees are not employees of Prosper Portland and are not eligible for any benefits through Prosper Portland, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICT OF INTEREST. No Prosper Portland officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Agreement or the proceeds thereof. Prosper Portland officer or employee who selected Subrecipient, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from Subrecipient or be employed by Subrecipient during the term of the Agreement, unless waiver is obtained from Prosper Portland in writing.

The 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.

- N. OREGON LAW AND FORUM. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAW. Subrecipient and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If Subrecipient is a 501(c)(3) organization, Subrecipient shall maintain its nonprofit and tax exempt status during this Agreement. Subrecipient shall be EEO certified by City of Portland in order to be eligible to receive funds.
- P. SEVERABILITY. The Parties agree that if any term or provision of this Agreement 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, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- Q. PROGRAM AND FISCAL MONITORING. Prosper Portland shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by Prosper Portland Manager. Notwithstanding such monitoring or lack thereof, Subrecipient remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms

and conditions. The frequency and level of monitoring will be determined by Prosper Portland Project Manager.

- R. THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- S. ELECTRONIC TRANSACTION; COUNTERPARTS. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- T. CITY RECOGNITION. The Subrecipient shall insure recognition of the role of Prosper Portland in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- U. COPYRIGHT. If this contract results in any copyrightable material or inventions, Prosper Portland and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- V. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- W. INTEGRATION. This Contract contains the entire agreement between Prosper Portland and the Subrecipient and supercedes all prior written or oral discussions or agreements.
- X. DRUG-FREE WORKPLACE ACT OF 1998. The Grantee shall maintain a drug-free workplace in accordance with the requirements of this Act and in accordance with requirements of 24 CFR Part 24 Subpart F.
- Y. POLITICAL ACTIVITY. The Subrecipient shall not permit any of the funds, materials, property or services provided under this Contract to be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the State of Oregon, the County of Multnomah or Prosper Portland.

## II. COMMUNITY DEVELOPMENT BLOCK GRANT - TERMS AND CONDITIONS (CFDA# 14.218)

### General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### CDBG NATIONAL OBJECTIVE

The City of Portland's Portland Housing Bureau (PHB) has certified the activities carried out under this Agreement meets a CDBG Program National Objective defined in 24 CFR 570.208.

- A. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the Subrecipient shall comply with provisions of 24 CFR 570.503 and 570.504 regarding program income. The Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract.

For Community Development Block Grant-funded projects, the Subrecipient shall return all program income to Prosper Portland for receipt of funds. Program income will be made available to the Subrecipient for use within the contract period, and used only for those activities identified in the Scope of Services, and shall be subject to all provisions of this contract. As specified in 24 CFR 570.500(a), program income monies should be used before CDBG entitlement monies.

All unused program income shall be returned to Prosper Portland at the end of the contract period. Any interest from the U.S. Treasury is not program income and shall be remitted promptly to Prosper Portland.

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

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

- C. LABOR STANDARDS. The 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. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Prosper Portland for review upon request.

- D. CHURCH/STATE. The Subrecipient agrees to comply with the applicable provisions of 24 CFR 570.200(j), Executive Order 13279 (Equal Protection for the Laws for Faith-Based and Community Organizations), pursuant to §570.607(a) regarding the use of federal funds by religious organizations and pursuant to 41 CFR chapter 60.
- E. THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA). Requires sub-recipients with federal award over \$25,000 to register and maintain Data Universal Numbering System, (DUNS) and Central Contract Registry, (CCR) numbers. To obtain a DUNS number, and to register with the Central Contractor Registration, (CCR) see links below.

DUNS number registration information can be obtained at:

<https://eupdate.dnb.com/requestoptions.asp>

Registration information for Central Contractor Registry can be found at:

<http://www.bpn.gov/ccr/default.aspx>

**EXHIBIT F**  
**ENROLLMENT AND INCOME VERIFICATION FORM - EXAMPLE**

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

**Common Intake Information**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_  
Birth date \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender:  Male  Female  
Home Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_  
Business Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_  
Primary Phone# \_\_\_\_\_ Email \_\_\_\_\_

**Race (select all that apply):**

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

**Ethnicity (select one):**

- Hispanic  non-Hispanic

**Income**

Annual household income \$ \_\_\_\_\_ Household Size \_\_\_\_\_

**Characteristics (please select all that apply)**

*PHB Race*

- African
- Middle Eastern
- Slavic

*Housing*

- Head of Household
- In Transitional Housing
- Homeless

*Other*

- Disabled/Special Needs
- Prior Criminal Conviction

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**

**Instructions**

- To be completed for each subrecipient receiving CDBG Funds and sent to the Prosper Portland Program Manager by August 30, 2017. Prosper Portland Program Manager may provide alternative format

	<b>INFORMATION REQUESTED</b>	<b>RESPONSE</b>
	Date	
	Subcontractor Agency Name	
	Activity Contract Manager	
	Contract Manager Phone Number	
	Is this an original Set-up? (Y or N)	Yes
	Is this a revision to a previous Set-up? (Y or N)	No
	Previous set-up activity name	
	<b>GENERAL INFORMATION-ALL ACTIVITIES</b>	
1A	CDBG National Objective Code (LMC)	LMC
1B	Performance Objective	Provide Economic Opportunity
2	Performance Outcome (choose either "Availability/Accessibility" or "Sustainability")	Sustainability
3	Activity Name	
4	Activity Address (include zip code)	
5	Activity Description	
6	Contract period (begins/ends) (Initial Funding Date)	
7	HUD Matrix Code	05D - Adult workforce
8	CDBG Costs:	
	Program Delivery	
	General Administration	
	Indirect	
	Total	
9	Proposed Accomplishment Type (People or Businesses)	
10	Will the Activity prevent homelessness? (Yes or No)	
11	Will the Activity help the homeless? (Yes or No)	No (except if the program serves the homeless or formerly homeless).
12	Will the Activity help those with HIV/AIDS? (Yes or No)	No
13	Will the Activity help persons with a disability? (Yes or No)	No
	<b>ECONOMIC DEVELOPMENT</b>	
	<b>Workforce Activities</b>	
14	Number of people served in contract year	
	<b>Microenterprise Activities</b>	
15	Number of businesses served in contract year	NA



**EXHIBIT H**  
**Quarterly Participant Demographics Report**

**Instructions**

- To be completed for the Economic Opportunity Program as a whole and sent to the Prosper Portland Program Manager on or before October 25, 2017; January 25, 2018; April 25, 2018 and July 25, 2018. Prosper Portland Program Manager will provide templates.
- For Quarter 1 – submit data for all participants served during the quarter
- For Quarters 2-4 – submit data for new enrollees only

**Complete a copy of this report for each of the different programs/projects funded under this contract.** Choose one of the following categories: individuals or households, and enter all info based on that category. The #'s below are based on:

**Individuals**      OR       **Heads of Households**

*Please make sure that totals of each category below match.*

**Total Number of Individuals or Households** \_\_\_\_\_

# of participants receiving workforce services who were homeless at entry \_\_\_\_\_

**1. Gender**

Gender	# Clients
Male	
Female	
<b>Total*</b>	

\*Total should add up to the total individuals served

**2. Race or Origin**

**Purpose and Instructions:** This section reports data on the race or origin of your clients. To ensure that accuracy exists, and to ensure that no one needs to enter the identity of “other” we ask that you define identity as specifically as you can. We do not include a “multiracial” category and instead ask that individuals of more than one race be included in each of the races specified. This will cause the race in combination categories to sum to more than the population count.

**2a. Race and Origin (PHB)**

Race (Required)	# Clients	# Clients Who Also Identified as White (Race and Origin - HUD)
African		
Middle Eastern		
Slavic		
<b>Total</b>		

**2b. Race and Origin (HUD)**

**Purpose and Instructions:** This section reports data on the race and ethnicity of your clients to the Department of Housing and Urban Development (HUD). The HUD database requires that clients be singly identified in the categories below.

Race (Required)	# Clients		
	TOTAL	Hispanic	Non-Hispanic
White			
Black/African American			
American Indian/Alaskan Native			
Asian			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native, & African American/Black			
Other			
Total*			

\*Total should add up to the total individuals served

**3. Income**

Income (Required)	# Clients
0%-30% of MFI (Very Low Income)	
31%-50% of MFI (Low Income)	
51%-80% of MFI (Moderate Income)	
Over 80% of MFI	
Total Low/Moderate Income	
Total*	

\*Total should add up to the total individuals served

**4. Other (Q2 & Q4)**

	# Clients
Female head of household	

**EXHIBIT I**  
**IDIS Mid-Year and Close-Out Form**

**Instructions:** To be completed for the Economic Opportunity Program as a whole and sent to the Prosper Portland Program Manager by January 25, 2018 and July 25, 2018. Prosper Portland Program Manager may provide alternative format.

<b>Activity Name</b>	
<b>Closeout Narrative</b>	
<b>Total # of Individuals</b>	
<b>RACE AND ORIGIN (HUD) Total Year-to-Date</b>	
White	
Black/African American	
American Indian/Alaskan Native	
Asian	
Native Hawaiian/Other Pacific Islander	
American Indian/Alaskan Native & White	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native & African American/Black	
Other	
<b>Total*</b>	
<b>Hispanic Year-to-Date (subset of above)</b>	
White	
Black/African American	
American Indian/Alaskan Native	
Asian	
Native Hawaiian/Other Pacific Islander	
American Indian/Alaskan Native & White	
Asian & White	
Black/African American & White	
American Indian/Alaskan Native & African American/Black	
Other	
<b>Total*</b>	
<b>INCOME</b>	
0%-30% of MFI (Very Low Income)	
31%-50% of MFI (Low Income)	
51%-80% of MFI (Moderate Income)	
Over 80% of MFI	
<i>Total Low/Moderate Income</i>	
<b>Total*</b>	
<b>OTHER</b>	
Female Head of Household	



**PROSPER  
PORTLAND**  
Building an Equitable Economy

**RESOLUTION NO. 7246**

**RESOLUTION TITLE:**

AUTHORIZING A SUBRECIPIENT CONTRACT WITH WORKSYSTEMS, INC., TO IMPLEMENT ECONOMIC OPPORTUNITY INITIATIVE YOUTH AND ADULT WORKFORCE DEVELOPMENT SERVICES AND COMMUNITY WORKFORCE NAVIGATOR PROGRAM DURING FISCAL YEAR 2017-18


Adopted by the Prosper Portland Commission on June 28, 2017

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Tom Kelly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Mark Edlen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Alisha Moreland-Capua MD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner William Myers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Gustavo J. Cruz, Jr.	<input checked="" 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 Prosper Portland Commission and as duly recorded in the official minutes of the meeting.*

	<b>Date:</b>  June 29, 2017
<b>Pam Micek, Recording Secretary</b>	