Local Plan
Willamette Mid-Valley

July 1, 2016 – June 30, 2020
(Revised: October 1, 2018)

SUBMITTED BY:
WILLAMETTE WORKFORCE PARTNERSHIP
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SECTION 1. Workforce and Economic Analysis

Please answer the following questions in 10 pages or less. The Oregon Employment Department’s Workforce and Economic Research Division has a regional economist and workforce analyst stationed in each of the nine local areas. These experts can assist in developing responses to the questions 1.1 through 1.3 below.

1.1. An analysis of the economic conditions including existing and emerging in-demand industry sectors and occupations; and the employment needs of employers in those industry sectors and occupations [WIOA Sec.108 (b)(1)(A)].

The Mid-Valley Workforce area’s economy is relatively healthy heading into 2016 in 2018. There has been much improvement in recent years and unemployment rates are near historic lows in all four Mid-Valley counties. It has taken a number of years for the four-county area to regain the employment levels it had prior to The Great Recession. All four counties experienced steep employment losses in 2008 and 2009. In the Mid-Valley, the hardest hit industries during The Great Recession were construction and manufacturing, similar to what Oregon and the U.S. experienced.

The Mid-Valley area continued to shed jobs during 2010 and 2011, but at a much slower pace than in 2008 and 2009. The area reached the “bottomed out” in terms of employment in the summer of 2011, when employment in the Mid-Valley dipped below 210,000. Following the area’s employment low in the summer of 2011, the area began to slowly show employment growth in the second half of 2011 through 2012.

Employment growth in the Mid-Valley accelerated significantly in 2013 and 2014. In April 2014, the area’s total nonfarm employment regained its pre-recession peak employment level, set in February 2008. From August 2011 to April 2014, the Mid-Valley area gained 20,100 jobs, growing nearly 10 percent. Since reaching its pre-recession peak employment level in April 2014, the Mid-Valley area has continued to add jobs as the economy continues to grow.

During the economic recovery, employment growth in the Mid-Valley area has varied by county. As of July 2018, Yamhill County’s total nonfarm employment was up nearly 2,900 or 9.0 percent from its pre-recession peak employment. The Salem Metropolitan Statistical Area (MSA), which is comprised of Marion and Polk counties, is above its pre-recession peak employment by 14,900 jobs or 9.7 percent. Linn County was hit the hardest of the four counties in terms of employment loss during The Great Recession. No significant job growth was recorded until the beginning of 2013. Linn County’s total nonfarm employment level as of July 2018 was nearly 3,200 or 7.3 percent above below its pre-recession peak employment from 2008.

The Mid-Valley Workforce Board selected healthcare and advanced manufacturing as the two-targeted sectors in which to focus on within the area in 2016. In February 2018, the Workforce Development Board officially added Transportation, Warehouse and Distribution to the targeted sectors in the Mid-Valley. Occupations within the Mid-Valley’s healthcare, manufacturing, and transportation and warehousing sectors rank highly among the high wage/high demand occupations in the Mid-Valley. Occupations in the Mid-Valley receive ranking in the Occupational Prioritization for Training (OPT) list produced by the Oregon Employment Department. Physical Therapists, nurse practitioners, and registered nurses are occupations related to the health care sector that ranked very high. Industrial machinery mechanics and industrial engineers are two common occupations within manufacturing that rank highly among the high wage/high demand occupations in the Mid-Valley.
Truck drivers and wholesale and manufacturing sales representatives are two occupations strongly tied to transportation and warehousing that rank highly in the Mid-Valley. The large share of occupations in healthcare, manufacturing, and transportation and warehousing that rank very highly on the Mid-Valley’s OPT high wage/high demand list helps affirm the strong demand these three sectors have for trained workers in the Mid-Valley and why they were chosen as targeted sectors.

**Healthcare**

Healthcare is a sector that has experienced and continues to experience rapid employment growth in the Mid-Valley as well as in Oregon and the nation. Healthcare was one of the few industries that did not experience employment losses during The Great Recession.

The Oregon Employment Department is projecting healthcare employment in the Mid-Valley to grow from 28,200 in 2017 to 34,400 in 2027. The sector is projecting to add 6,300 jobs or 22 percent growth rate. Transportation, warehousing and utilities are the only industries projected to have faster employment growth from 2017-2027, growing 24 percent.

The bureau of Labor Statistics recently released national employment projections for 2016-2026. Total employment in the U.S. projects to grow 7.4 percent during that time. Healthcare support occupations are expecting to grow 23 percent and will be the fastest growing broad occupational group by a large margin. The second fastest growing occupational group is personal care and service occupations, where employment expects to grow 19 percent.

The Mid-Valley’s healthcare employment trends have been similar to Oregon and the U.S. It is an industry that has experienced rapid employment growth for a long sustained period. Further rapid employment growth is projecting to continue over the next decade as our population continues to age. The continuous growth in the healthcare sector in the Mid-Valley and around the country has provided a big challenge for healthcare employers to continue to find more skilled workers to fill the new job openings that continue to be created.

**Advanced Manufacturing**

Advanced manufacturing is something that is not difficult to recognize when seen in action. A widely used definition of advanced manufacturing is manufacturing that involves the use of technology to improve products and/or processes. While that definition sounds simple, defining advanced manufacturing can be an elusive task. Advanced manufacturing has been defined in dozens of ways. What might work as a definition of advanced manufacturing within an industry such as fabricated metal manufacturing could be significantly different from what works for an industry such as chemical manufacturing. Given these complications, we will analyze the Mid-Valley’s manufacturing sector as a whole.

Employers in the manufacturing sector are geographically dispersed throughout the four Mid-Valley counties. It is a traded sector. Most of the food that is processed in the Mid-Valley is sold out of state and in foreign markets. Manufacturers in the Mid-Valley’s primary metal manufacturing supplies specialty metals to the aerospace industry around the world. The region’s fabricated metal manufacturers build machines that are sold out of state and in foreign markets.

Manufacturing experienced deep employment losses in all four counties during The Great Recession. However, as the economy has improved and demand for products has increased, the Mid-Valley’s manufacturing sector is again in an expansion phase. The Oregon Employment Department is projecting that the sector’s employment will grow 12 percent over the next decade, adding nearly 2,400 jobs. The 2,400 jobs that are projected to be added only account for openings occurring due to growth. In the Mid-Valley, there will be 15 openings for workers leaving the industry for every job
opening due to growth. This is largely due to retirement. Manufacturing has a larger share of workers nearing retirement age compared to most other industries. More than one-quarter of the Mid-Valley’s manufacturing workforce is age 55 or older.

Fabricated metal employers in the Mid-Valley have difficulty finding skilled employees in many occupations including, welders, CNC operators, machinists and metal fabricators. In Albany, leading businesses have collaborated with Linn-Benton Community College (LBCC) and the Greater Albany School District to expose high school students to the career opportunities available for high-wage, high-demand occupations that local manufacturing firms have to offer. In addition, the partnership is focused on building training programs at LBCC that focus on nondestructive testing, welding, machine tool, and mechatronics training. Local industry leaders in Albany have noted the lack of applicants with the skills needed to fill numerous manufacturing occupations in the area. The shortage of skilled workers is preventing the expansion efforts for many businesses.

**Transportation and warehousing**

Transportation and warehousing projects to be the fastest growing sector in the Mid-Valley from 2017 – 2027. The Oregon Employment Department is projecting transportation, warehousing and utilities employment in the Mid-Valley to grow from 8,500 in 2017 to 10,500 in 2027. The sector is anticipating adding 2,000 jobs, a 24 percent growth rate.

The bureau of Labor Statistics recently released national employment projections for 2016-2026. Total employment in the U.S. is projecting to grow 7.4 percent over that time. Transportation and warehousing employment expects to grow 7 percent over that period, significantly slower than the growth that is projecting to occur in the Mid-Valley transportation and warehousing sector from 2017 to 2027.

The Mid-Valley’s proximity to I-5 has made the area popular for distribution centers to locate in recent decades, causing significant employment growth in the sector. Truck drivers are the largest occupation within transportation and warehousing. Truck drivers continues to rank very high among the Mid-Valley’s high-wage/ high-demand occupations. Various types of mechanics, from small engines to heavy equipment mechanics are also between the Mid-Valley’s high wage and high demand occupations. Truck drivers and mechanics play a large role in the transportation and warehousing sector. In addition to that sector, truck drivers and mechanics are also very much in demand in the Mid-Valley’s agriculture sector.

1.2. An analysis of the knowledge and skills required to meet the employment needs of the employers in the local area, including employment requirements for in-demand industry sectors and occupations [WIOA Sec. 108(b)(1)(B)].

From 2017 to 2027, the Mid-Valley economy as a whole expects to add more than 33,000 jobs. Roughly, 9 percent of those jobs will be new jobs due to growth. The remaining 91 percent of job openings will be replacement openings for jobs that already exist in the area.

More than half (55%) of the total job openings from 2017 to 2027 in the Mid-Valley will require a high school diploma in order to have a competitive level of education. Statewide, 51 percent of the occupational job openings will need a high school diploma. Roughly, one-in-five (19%) job openings will require postsecondary training (non-degree) to be competitive; that is the case in both the Mid-Valley and in Oregon. About one-fifth (19%) of the occupational job openings in the Mid-Valley will require a bachelor’s degree or higher in order to be competitive; slightly lower than the statewide average of 23 percent.
Within the Mid-Valley’s healthcare and social assistance sector, a high school diploma is the competitive education level for only 36 percent of the total job openings from 2017 to 2027. One-third (33%) of the occupational job openings in healthcare will require non-degree postsecondary training in order to have a competitive level of education. Almost one-third (31%) of openings in healthcare will require a bachelor’s degree or higher in order to be competitive. Of the 31 percent of openings requiring a bachelor’s degree or higher, roughly half of those require a Bachelor’s degree to be competitive.

In the Mid-Valley’s manufacturing sector nearly three-fifths (41%) of the job openings from 2017 to 2027 will only require a high school diploma to be competitive; a higher share than is found across the area’s workforce as a whole. More than one-in-six (16%) of the sector’s job openings will require non-degree postsecondary training in order to have a competitive level of education; a slightly smaller share to what is found looking across all industries. Only 14 percent of the openings in manufacturing will require a bachelor’s degree or higher to be competitive; a lower share than the 19 percent seen across all industries.

However, focusing on the list of high wage/high demand occupations in manufacturing, paints a picture that looks quite different. The 12 occupations on that list have more than 6,000 openings projected from 2017 to 2027. All twelve of those occupations require postsecondary training or higher levels of education in order to be competitive.

In the Mid-Valley’s transportation and warehousing sector two-thirds (66%) of the job openings from 2017 to 2027 will require a high school diploma to be competitive; higher than the share found across all industries. However, nearly one-quarter (22%) of the job openings will require postsecondary training. Truck drivers comprise the largest occupation within the sector; an occupation that has long ranked near the top of the high wage/high demand occupations in the Mid-Valley and in Oregon.

Employers from the Mid-Valley expressed a significant interest in training individuals in “soft skills” or “essential skills.” These skills such as communication, decision-making, and problem solving will be a primary focus of the Mid-Valley Workforce Board’s efforts moving forward. The Mid-Valley Workforce Board’s efforts will seek to expand and bolster programs that address these transferable and critical skills.

1.3. An analysis of the local workforce, including current labor force employment (and unemployment) data, and information on labor market trends, and the educational and skill levels of the workforce in the region, including individuals with barriers to employment [WIOA Sec. 108(b)(1)(C)].

**Labor Force**
Similar to the U.S. and Oregon, unemployment rates in the Mid-Valley have consistently dropped since they peaked in 2009 during The Great Recession. Overall, the mix of urban and rural businesses in the Mid-Valley is quite similar to Oregon and in turn, the area’s unemployment rate tracks fairly close as well.
The Mid-Valley’s annual average unemployment rate in 2017 was 4.3 percent. Oregon and the U.S. unemployment rate were at 4.1 percent and 4.4 percent respectively.

In the wake of The Great Recession both the Mid-Valley and Oregon saw their labor force shrink, something that was unprecedented. From 2009 to 2013, the Mid-Valley’s labor force shrunk in size every year; shedding more than 18,000 people or 6 percent of the labor force from 2009 to 2013. In 2014, the Mid-Valley’s labor force finally began growing, and has continued to grow in the years that follow, adding nearly 30,000 people from 2013 to 2017.

**Industry Employment**
All four of the Mid-Valley counties have experienced enough job growth to surpass their pre-recession peak employment levels, but that growth has varied significantly by industry.

Healthcare barely had a hiccup in its steady and fast employment growth. From 2008 to 2017, educational and health services added more than 8,200 jobs, growing 27 percent. Manufacturing employment, despite strong growth in recent years, was 900 jobs below its 2008 level in 2017, down three percent over that period. Leisure and hospitality; trade, transportation and utilities; and construction are the other three sectors to experience strong employment growth from 2008 to 2017. Leisure and hospitality added nearly 4,000 jobs from 2008 to 2017, growing 21 percent. Construction added 1,000 jobs to grow seven percent. Trade, transportation and utilities added more than 2,500 jobs, growing six percent.

**Future Trends**
From 2017 to 2027, the Mid-Valley economy expects to add more than 33,000 jobs, growing 12 percent. That is similar to Oregon, which also expects to grow 12 percent over that period. All major sectors expect to add employment from 2017 to 2027. Educational and health services will add the most jobs over that time, adding 8,100 jobs and growing 19 percent. Healthcare will be responsible for 6,000 of the jobs added within the sector, growing 22 percent.

The fastest growing major sector in the Mid-Valley is transportation, warehousing, and utilities, which projects to grow 24 percent over the decade, adding 2,000 jobs. Statewide the sector anticipates growing 11 percent, significantly slower than in the Mid-Valley. The location of an Amazon Fulfillment Center in Salem is helping drive the fast growth in the sector.

Manufacturing employment in the Mid-Valley projects to grow 7 percent from 2017 to 2027. Manufacturing is growing faster than normal because the sector is continuing to bounce back from
jobs lost during the recent recession. Both durable goods manufacturing and nondurable goods manufacturing expects to add jobs, growing 5 percent and 11 percent respectively.

**Education Level of the Workforce**
Looking at the workforce on a broad level, educational attainment is one of the best indicators of a workforce’s skill level. On average, individuals with higher levels of education experience less frequent durations of unemployment, higher earnings and lower poverty rates than people with lower levels of education.

In the Mid-Valley, 13.2 percent of the population, ages 25 and older, had an education level less than a high school graduate (or equivalent). The Mid-Valley nearly matches the national average of 13 percent. Statewide, 10 percent of Oregon’s population, ages 25 and above, had an education level less than high school. Both the Mid-Valley and Oregon exceed the national average for the share of the population with a high school diploma (or equivalent). In the Mid-Valley more than 5-in-6 (87.2 percent) of residents, ages 25 and above, were high school graduates, the share statewide is 90 percent. Nationally, 87 percent of people ages 25 and above, were high school graduates.

Veterans in the Mid-Valley have a higher education level on average than the nonveteran population. Less than six percent of veterans in the Mid-Valley have less than a high school diploma; that compares with 14 percent among nonveterans. Veterans in the Mid-Valley have a larger share of bachelor’s degree or higher level of education compared with nonveterans, 24.2 percent and 22.6 percent respectively. Veterans in the Mid-Valley have a slightly lower unemployment rate than nonveterans in the area.

Residents in the Mid-Valley with income below the federal poverty level had an unemployment rate of 28.5 percent, seven times higher than the unemployment rate for people with income above the federal poverty level, which was 3.3 percent.

**Individuals with Barriers to employment**
For many of the populations with barriers to employment, the majority of the challenges are part of five main categories: 1) History of criminal involvement 2) Transportation challenges 3) Physical and/or Mental Health, including substance abuse challenges 4) Domestic (family) challenges and 5) linguistic barriers.

1.4. An analysis and description of adult and dislocated worker workforce development activities, including type and availability of education, training and employment activities. Include analysis of the strengths and weaknesses of such services, and the capacity to provide such services, in order to address the needs identified in 1.2 [WIOA Sec. 108(b)(1)(D) & 108 (b)(7)].

The Mid-Valley workforce board assures that all WIOA mandated Adult and Dislocated Worker services be offered in each of the area’s six WorkSource Centers. The following services are specifically aimed at cultivating soft skills and increasing technical skills required by the targeted sectors. Below is a description of Adult and Dislocated Worker workforce development activities:

**On-the-Job training (OJT) Programs**
On-the-Job training (OJT) is a hire-first job-training program that benefits both participant trainees and local employers. An OJT is provided under a contract with an employer or registered apprenticeship program sponsor in the public, private non-profit, or private sector. Through the OJT contract, occupational training is provided for the WIOA participant in exchange for the
reimbursement, typically up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and supervision related to the training.

The OJT activities are defined in a contract with the employer and is an alternative to more traditional classroom-based learning that allows participants to learn in their real work environment. The OJT is based on a structured training plan with a commitment of supervision and continued employment following successful completion of the training period.

The benefits of the OJT service is that it allows individuals with occupational skill gaps to obtain employment at businesses or positions which might have otherwise not been obtained. Furthermore, businesses benefit from not only the reimbursement but also the training plans, which analyzes, identifies, and creates action plans regarding skill gaps in the emerging labor market.

**Workshops**
Workshops are offered to participants in all six of the WorkSource Centers. During workshops, groups of people engage in discussion and activity on a particular subject or project. Workshop topics include résumés, interviewing, interpersonal skills, networking/social-media, job–readiness, and computer skills. Most workshops are inside of the WorkSource Centers; however, with the increase of need by individuals who may not be able to access the WorkSource Center, workshops are available in alternative locations, such as in jails, shelters, and other community based organizations outside of the WorkSource Center in order to meet the needs of our community.

**Individual Training Account (ITA)**
An Individual Training Account (ITA) is to provide financial assistance for training services that provide participants with the sustainable skills necessary for competitive employment. Participants are able to make a self-informed choice about their employment future and training service needs through provided information, assessments, and resources that highlight labor market information, educational requirements, occupational projections, etc.,

ITA funds are available to purchase training services from eligible training providers for Adults and Dislocated Workers. Eligible training programs are established through the Eligible Training Provider List (ETPL), which is managed by the Offices of Workforce Investments.

**Training Exception Services**
Training Exceptions are training services provided by local community-based organizations who offer training services to individuals with additional barriers to employment. Training services must have a specialized focus and expertise regarding interventions and strategies to offer services that meet the needs of that specific group of hard-to-serve individuals. The benefits of training services with local community based organizations is that those harder to serve individuals are able to work with agencies that have a demonstrated ability and knowledge about resources and interventions to assist in career readiness and employment goals.

**Transitional Employment**
Transitional Employment is a work-based training service that provide Adults and Dislocated Worker participants a limited work experience, subsidized in the public, private or non-profit sectors. The ideal candidates for this service include individuals with barriers to employment because of chronic unemployment or inconsistent work history, designed to enable an individual to establish a work history, demonstrate work success, and develop the skills that lead to unsubsidized employment. The workforce board is currently exploring how implement transitional employment a new service for the area.

**Career Planning**
This is a client-centered approach in the delivery of services, designed to prepare and coordinate
comprehensive and individual employment plans. Individual employment plans ensure participants
are able to access necessary activities and supportive services. When feasible, computer-based
technologies such as Quality Info. and Career Information System is utilized. Job, education, and
career counseling are offered as appropriate during program participation and after placement. This
allows participants to thoughtfully consider a career path and consider the steps necessary to reach
their goals.

**Incumbent Worker Training**

Incumbent Worker Training is to train employees who meet the Fair Labor Standards Act
requirements for an employer-employee relationship, and have an established employment history
with the employer for 6 months or more. The training must meet requirements of an employer
(including a group of employers) to retain a skilled workforce or avert the need to lay off employees
by assisting the workers in obtaining the skills necessary to retain employment.

In 2018, the board awarded $150,000 in grants to nine employers to train up to 400 current workers.
The board is continuing in 2018-2019 with this practice.

1.5. An analysis and description of youth workforce activities, including activities for youth
with disabilities. Identify successful models and best practices, for youth workforce
activities relevant to the local area [WIOA 108(b)(9)].

All WIOA 14 elements, and one local element (15 elements), are required to be offered to youth who
meet the requirements of the Mid-Valley Workforce Board’s policy P01: Youth Services Eligibility
[Updated July 2018– see attachment #1.5]. This includes youth with disabilities. Any WIOA service
offered to the youth must be in response to assessments that identified the service need and how
those needs tie into the participant’s overall career and/or educational goals.

In addition to ensuring all youth services are-driven by participant need, the workforce board also
established a required service element based from employer need. The Willamette workforce board
received consistent feedback from local employers that youth lack essential skills needed to function
in the workplace. Businesses are willing to train the technical skills if the essential skills are
present. In response to business needs, a curriculum called Rethinking Careers was developed. This
curriculum uses cognitive behavioral techniques to teach youth to think like employers. By delivering
Rethinking Careers in small groups, participants are able to actively engage and individually reflect
on topics covered.

**SECTION 2. Strategic Vision and Goals**

Please answer the following of Section 2 in eight pages or less. Section 2 responses should be
greatly influenced by the members of the local workforce development board and other community
stakeholders.

2.1. Provide the board’s vision and goals for its local workforce system in preparing an
educated and skilled workforce in the local area, including goals for youth and individuals
with barriers to employment [WIOA Sec. 108(b)(1)(E)].

The mission of the Mid-Valley Workforce Board is to be the visionary driver of Workforce Innovation
and Opportunity Act investments throughout the workforce area. The vision of this board is to
promote economic growth through relocation and inspire local businesses to reach their full
potential. On December 4, 2015, the workforce board adopted Strategies and Goals to move towards
this established Mission and Vision. Please see (attachment #2.1) for the Mid-Valley Workforce
Board Strategies and Goals. Both youth and individuals with barriers to employment were considered
and discussed separately as the local workforce board was developing these goals. For both of these
populations, the Strategy of "Talent Development" is key to understanding the Mid-Valley’s approach to these populations. Recognizing that every person is unique in their circumstance, relationships with individuals are essential to influence them to take the steps necessary to make meaningful change in their lives. These individuals also need to have understandable and accessible pathways that help move them to a state of self-sufficiency. These pathways have historically been complex, and not always accessible.

The goals of the Mid-Valley workforce Board is to change that circumstance through creating training programs with specific focus of addressing additional barriers hard to serve individuals may encounter. Once additional barriers are removed, individuals will have higher likelihood of navigating the workforce delivery system and obtaining long-term career employment.

2.2. Describe how the board’s vision and goals align with and/or supports the vision of the Oregon Workforce Investment Board (OWIB): A strong state economy and prosperous communities are fueled by skilled workers, quality jobs and thriving businesses. See Local Plan References and Resources.

The Mid-Valley Workforce Development Board exists to provide employers with the skilled workers that they need. The adopted Strategies and Goals of the Local Workforce Development Board are closely aligned with the vision of the Oregon Workforce Investment Board. Please see (attachment #2.2) for detailed information regarding the alignment of these two complementary plans.

2.3. Describe how the board’s vision and goals contributes to each of the OWIB’s goals:

- Create a customer-centric workforce system that is easy to access, highly effective, and simple to understand.
- Provide business and industry customized workforce solutions to prepare and deliver qualified and viable candidates and advance current workers.
- Invest in Oregonians to build in-demand skills, match training and job seekers to opportunities, and accelerate career momentum.
- Create and develop talent by providing young people with information and experiences that engage their interests, spur further career development, and connect to Oregon employers.

The OWIB’s strategic plan includes a number of strategies under each goal. Local boards are not expected to address how each strategy will be implemented. It is up to the discretion of the local board to determine what strategies best fit the local needs.

Please refer to (attachment #2.3) for detailed information regarding the alignment of the OWIB plan and Local Plan.

2.4. Describe how the board’s goals relate to the achievement of federal performance accountability measures [WIOA Sec. 108(b)(1)(E)].

The goals set forth by the Mid-Valley Workforce Board support the federal performance accountability measures through the fostering of successful environments for effective programs to accomplish the negotiated performance rates. When these goals are achieved, the program will be well connected with effective technology and established relationships. Result information will also be readily available so programs can identify effective training providers and best practices in their programs.
Together these goals will lead to the Mid-Valley Workforce area meeting the federal performance measures of entered employment, employment retention, median earnings, effectiveness serving employers, credential measures and skills gains measures.

SECTION 3. Local Area Partnerships and Investment Strategies

Please answer the following questions in Section 3 in 15 pages or less. Many of the responses below, such as targeted sector strategies, should be based on strategic discussions with the local board and partners.

3.1. Taking into account the analysis in Section 1, describe the local board’s strategy to work with the organizations that carry out core programs to align resources in the local area, in support of the vision and goals described in Question 2.1. See Local Plan References and Resources [WIOA Sec. 108(b)(1)(F)].

Willamette Workforce Partnership established multiple channels of opportunity for all Workforce Innovation and Opportunity Act (WIOA) core partners to convene. This includes the Strategic Leadership Team, which is composed of all decision-making managers within each of the required partner agencies. The goal of this group is to meet monthly, discuss better service alignment opportunities within the region, and communicate regional decisions to the front line staff and managers. This group also oversees the goal and work of the Willamette Valley One-Stop Operator.

The Local Leadership Team, also known as, Local Operations Team is comprised of all core partner front-line supervisors/managers in each of the WorkSource centers. The goal of this group is to coordinate services at a local level. The group meets monthly to review and discuss potential areas of growth for the alignment of service procedures and processes within the WorkSource Centers. This group also identifies opportunities where frontline staff need better understanding across Title 1 Adult, Title 1 Dislocated Worker, Title 1 Youth, Title 2 Adult Education and Literacy, Title 3 Wagner-Peyser, and Title 4 Rehabilitation Act Programs. Through convening both management and frontline workers, programs will become better aligned through the development of common understanding.

3.2. Identify the programs/partners that are included in the local workforce development system. Include, at a minimum, organizations that provide services for Adult Education and Literacy, Wagner-Peyser, Vocational Rehabilitation, Temporary Assistance for Needy Families, Supplemental Nutritional Assistance Program, and programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006. See Local Plan References and Resources [WIOA Sec. 108(b)(2)].

Many of the WIOA core partners are involved in the local workforce development system in multiple ways. All WIOA core partners are involved in the Strategic Leadership Team and Local Leadership Team teams, and some of the core partners are members of the Workforce Board. This includes:

- Providers of Adult Education and Literacy services under WIOA Title II: Chemeketa Community College and Linn-Benton Community College
- Wagner-Peyser Services: Oregon Employment Department
- Vocational Rehabilitation Services: Office of Vocational Rehabilitation Services
Willamette Workforce Partnership designed the two essential leadership program teams to have full representation of the core partners. This ensures all partners are invested into our local workforce system efforts.

3.3. Describe efforts to work with partners identified in 3.2 to support alignment of service provision to contribute to the achievement of OWIB’s goals and strategies. See Local Plan References and Resources [WIOA Sec. 108(b)(2)].

All of the partners listed in the response above participate in the development, review, and maintenance of the local Strategies and Goals for the Mid-Valley. This is integrated within the overall discussions of the Strategic Leadership Team meetings and Local Operation Team meetings.

3.4. Describe strategies to implement the WorkSource Oregon Operational Standards, maximizing coordination of services provided by Oregon Employment Department and the local board has contracted service providers in order to improve services and avoid duplication. See Local Plan References and Resources [WIOA Sec. 108(b)(12)].

Willamette Workforce Partnership and Oregon Employment Department staff implemented the WorkSource Oregon Operational Standards throughout the area’s six WorkSource Centers in 2017. Through the guidance and approval of the Strategic Leadership Team, Willamette Workforce Partnership created a contract with the local One-Stop Operator to review, assess, and recommend best practices that align with the standards set forth in the WorkSource Operational Standards 2.0.

3.5. Identify how the local board will carry out a review of local applications submitted under WIOA Title II Adult Education and Literacy, consistent with the local plan and state provided criteria. See Local Plan References and Resources [WIOA Sec. 108(b) (13)].

Willamette Workforce Partnership follows the guidance provided by the Office of Community College and Workforce Development in reviewing applications for Adult Education and Literacy Providers. The local area’s unified plan is reviewed in this process to ensure that the applications align with the direction of the workforce board. Willamette Workforce Partnership may use a board advisory work group, checklists, or scoring matrices to aid in this process for a timely decision-making process.

3.6. Describe efforts to support and/or promote entrepreneurial skills training and microenterprise services, in coordination with economic development and other partners [WIOA Sec. 108(b)(5)].

The workforce board will continue efforts to support small business development to individuals. Through coordination with the workforce area’s two primary small business development programs, operated by Chemeketa Community College and Linn-Benton Community College in conjunction with the Oregon Employment Department’s Self-Employment Assistance Program, individuals are referred to resources, training and information regarding entrepreneurial activities.

Select WorkSource Centers currently host regular workshops regarding small business mentoring programs, such as the Microenterprise Resources, Initiatives and Training (MERIT) program. Additional actions will be taken to bolster the connections between individuals enrolled in WIOA youth programs to entrepreneurial skills training opportunities throughout the region.

Economic Development and other partners will continue to support the development and expansion of small business opportunities through coordinated efforts, with a particular interest in growing small businesses that support the local supply chain for the workforce area’s targeted sectors.

3.7. Describe how the local board coordinates education and workforce investment
activities with relevant secondary and postsecondary education programs and activities to coordinate strategies, enhance services, and avoid duplication of services [WIOA Sec. 108(b)(10)].

The Mid-Valley Workforce Board supports education systems in the region through intentionally coordinated efforts to connect programs with willing employers. Willamette Workforce Partnership staff also work closely with major educational institutions to provide advice on local labor market and workforce needs to inform Career and Technical Education Programs.

In addition, training programs in the local area are reviewed by Willamette Workforce Partnership staff for continued demand and relevance in the local labor market, in consideration of targeted sectors. Communication and coordination of multiple agencies will be the primary responsibility of Willamette Workforce Partnership staff. This on-going communication will ensure that training opportunities offered in the area, with workforce board support stay relevant and graduates are sought-after by local employers.

Education providers such as Chemeketa Community College, Linn-Benton Community College are participants in the local communication and leadership structure such as the Strategic Leadership Team and Local Operations Team. Through this involvement, coordinated strategies will be developed and enhanced throughout the region.

3.8. Describe efforts to coordinate supportive services provided through workforce investment activities in the local area, including facilitating transportation for customers [WIOA sec. 108(b)(11)].

The Mid-Valley Workforce Board seeks to align resources such as supportive services, by fostering a workforce professional culture that is collaborative in nature. Better alignment of supportive services, including transportation, will occur through developing professional relationships to create a platform for common understanding. Through the creation of the Strategic Leadership Team and Local Operational Team, management and front-line staff of various workforce entities are able to explore the service areas in which they excel and where gaps in resources are apparent. This in turn, creates continuous conversations around co-enrollment and supportive services alignment is often a priority topic of conversation.

3.9. Based on the analysis described in Section 1.1-1.3, identify the populations that the local area plans to focus its efforts and resources on, also known as targeted populations.

In addition to the priority populations required by WIOA, such as Veterans and eligible spouses, low-income individuals, and those who are basic skills deficient, Willamette Workforce Partnership plans to focus its efforts and resources on hard-to-serve populations that have multiple barriers to employment. This includes, but is not limited to, refugees, immigrant populations, English Language Learners, ex-offenders, and people who are experiencing homelessness, at-risk of experiencing homelessness, or currently receiving housing subsidies.

For many of the populations with special challenges to employment, the majority of the challenges are part of four main categories: 1) History of criminal involvement 2) Transportation challenges 3) Physical and/or Mental Health, including substance abuse challenges and 4) Domestic (family) challenges.

Research has shown that effective workforce programs for populations with special challenges use customized and industry-specific approaches, deploy specialized expertise, and organize interventions around addressing particular barriers. This in turn, will allow those who are hard-to-serve additional and more intensified services through to assure success connection and
participation in the workforce system.

The 2018-19 budget includes funds to contract with local community based organizations that serve the refugee population, SNAP recipients, and the homeless population. These contracts will focus on skill development in manufacturing and intensively connecting individuals with the WorkSource system.

3.10. Based on the analysis described in Section 1, identify one to three industries where a sector partnership(s) is currently being convened in the local area or there will be an attempt to convene a sector partnership and the timeframe.

In the Mid-Valley, there is significant effort underway in regards to Advanced Manufacturing. The High Performance Consortium is composed of manufacturers from the area and serve as the Mid-Valley’s Sector Partnership for this industry. Sector Partnerships with the Advanced Manufacturing Industry are highly evolved in the region because of state and federal grant-funded activities. In addition to the work of the consortium, Willamette Workforce Partnership will convene manufacturers divided into two groups – durable and non-durable goods. A formal sector strategy ‘launch’ has not occurred with the manufacturing industry. However, there is increased involvement and investment in the consortium for training resources and networking opportunities, conducting an intentional discussion about needs and pain points of the manufacturing industry will occur before the end of the 2018-19 fiscal year.

Because of the Board identifying Transportation, Warehousing and Distribution as an additional targeted sector in February of 2018, a ‘Next Generation’ informed launch occurred in August 2018. Gathering leaders from this sector in one room to hear about what they need to be more successful resulted in the creation of four groups that focus on addressing advocacy, training, marketing and infrastructure. These groups are meeting and identifying work plans to specifically tackle challenges identified.

In addition, Willamette Workforce Partnership intends to revive a Sector Partnership related to the healthcare Industry and significant work will begin in the Spring/Summer 2019.

3.11. Based on the analysis described Section 1, describe the local investment strategy toward targeted sectors strategies identified in 3.10 and targeted populations identified in 3.9.

Willamette Workforce Partnership is committed to sector strategies. In March 2018, a Business Services Director was hired. The primary responsibility of this position is to lead the sector strategy work for the board. The person in this position has focused his time on launching the Transportation, Warehouse and Distribution sector strategy, researching and analyzing other board activities regarding sector strategies, and beginning to plan for launching a more robust sector strategy for manufacturing and health care.

The Business Engagement Manager is responsible for managing and coordinating the High Performance Consortium and incumbent worker training grants. Willamette Workforce Partnership has invested heavily in training current workers of manufacturers – in direct response to what manufacturing leaders have identified as a need.

As local Sector Partnerships identify the solutions to their common workforce challenges, additional resources may be available to contributing to the solution, if allowable. Willamette Workforce Partnership staff will make every attempt to coordinate resources amongst a wide array of partners, including employers to identify and secure resources needed to turn employer-led solutions into action.
Willamette Workforce Partnership directs resources in alignment with required priority of service requirements for targeted populations. As defined earlier, additional contracts with community based organizations serving targeted populations are in the process for implementation for program year 2018-2019.

3.12. Identify and describe the strategies and services that are and/or will be used to:

A. Facilitate engagement of employers, including small employers and employers in in-demand industry sectors and occupations, in workforce development programs in addition to targeted sector strategies

B. Support a local workforce development system described in 3.2 that meets the needs of businesses

C. Better coordinate workforce development programs with economic development partners and programs

D. Strengthen linkages between the one-stop delivery system an unemployment insurance programs

This may include the implementation of incumbent worker training programs, on-the-job training programs, work-based learning programs, apprenticeship models, customized training programs, or utilization of effective business intermediaries and other business services and strategies that support the local board’s strategy in 3.1. [WIOA Sec. 108(b)(4) (A&B)].

A. Willamette Workforce Partnership engages with local businesses on a regular basis, through one-on-one meetings, contractor and partner business intelligence and sector strategy work. Through these efforts, employers assemble to determine common workforce needs and identify possible solutions. Willamette Workforce Partnership is convening leaders in each of the three identified Targeted Sectors and will develop work plans to address business identified issues and concerns.

B. Willamette Workforce Partnership coordinates meetings of workforce staff who engage with businesses in the region to hear about business needs and developments in the region. Regular meetings of the Business Services Team are regularly held in order to create a consistent flow of communication between staff of all workforce development programs. This team includes various partners and coordinates services to employers by reducing duplication of outreach efforts. Feedback from WorkSource Oregon staff is shared with Willamette Workforce Partnership on a regular basis to ensure that local employers’ needs are met.

C. Willamette Workforce Partnership staff work closely with economic development staff from throughout the region to provide opportunities of new programming that is reflective of the current business needs, regardless of the funding.

D. Willamette Workforce Partnership has led the statewide program, Rethinking Job Search that aims to reduce the time an individual spends collecting unemployment insurance by addressing the social and emotional consequences of unemployment. This federally funded project strengthens the connections between the Unemployment Insurance program and WorkSource Oregon Services and shows success in several WorkSource Centers around the state including in the Willamette Workforce Partnership region.

3.13. Does the local board currently leverage or have oversight of funding outside of WIOA Title I funding and state general funds to support the local workforce development system? Briefly describe the funding and how it will impact the local system. If the local board does not currently have oversight of additional funding, does it have future plans to pursue
them?
Willamette Workforce Partnership is the designated grant recipient for WIOA funding and has oversight of additional funding beyond WIOA formula funds and state general funds.

Currently, Willamette Workforce Partnership is the grant recipient of one federal grant, the Workforce Innovation Fund. The Rethinking Job Search Project, funded by the Workforce Innovation Fund, has served over 1,000 individuals who are Unemployment Insurance Recipients across the state in a job search program.

Additionally, Willamette Workforce Partnership consistently seeks resources from private funders to support additional workforce initiatives.

**SECTION 4. Program Design and Evaluation**

Please answer the following questions of Section 4 in 12 pages or less. Many of the responses below, such as career pathways and individual training accounts, should be based on strategic discussions with the local board and partners. The local board is not required to complete the questions shaded in gray at this time.

4.1. Describe how the local board, working with the entities carrying out core programs, will expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment [WIOA Sec. 108(b)(3)].

Willamette Workforce Partnership works to assure effective coordination of services amongst all partners in the workforce system. Some specific examples of how the system is reaching out to individuals to access to services include monthly sessions at a variety of sites throughout the community. These include county jails and probation centers. In program year 2018-2019, contracts with community-based organizations are in place to assist individuals experiencing homelessness who are work ready successfully navigate the workforce delivery system, and to assist refugees in obtaining vocational English language training in manufacturing. These are just a few examples of how WWP provides outreach to targeted individuals with barriers to employment.

4.2. Describe how the local board will facilitate the development of career pathways, consistent with the Career Pathways Definitions. See Local Plan References and Resources [WIOA Sec. 108(b)(3)].

The Mid-Valley Workforce Board is particularly interested in increasing career pathways that have a strong work-based learning component. These approaches, such as on-the-job training, apprenticeships, internships, and industry-recognized credentials are areas that staff will work closely with employers and training providers to develop further.

Willamette Workforce Partnership staff has worked to identify gaps in training and increased the offerings of these models of training, particularly for individuals with barriers to employment. To do so, additional programs may be created in partnership with employers and educational entities and resources sought for filling this need.

4.3. Describe how the local board will utilize co-enrollment, as appropriate, in core programs to maximize efficiencies and use of resources [WIOA Sec. 108(b)(3)].

Co-enrollment practices is encouraged by Willamette Workforce Partnership if the co- enrollment benefits the participant. Through coordinated efforts, the Local Operational Team meetings, and
Strategic Leadership Team meetings, core partners are able to discuss opportunities and efforts where co-enrollment is beneficial to all parties involved. This includes discussion around processes for distributing previous assessments, resource mapping, monitoring and communicating program goals, and if co-enrollment is appropriate.

4.4. Describe board actions to become and/or remain a high-performing board, consistent with the factors developed by the Oregon Workforce Investment Board. These factors have not been determined but will include effectiveness and continuous improvement criteria for local boards to assess one-stop centers, guidance on one-stop center infrastructure funds, and roles and contributions of one-stop partners. See Local Plan References and Resources. [WIOA Sec. 108(b)(18)].

N/A.

4.5. Describe the one-stop delivery system in the local area, consistent with the One-Stop Center Definitions including:

A. The local board’s efforts to ensure the continuous improvement of eligible providers of services, including contracted services providers and providers on the eligible training provider list, through the system and ensure that such providers meet the employment needs of local employers, and workers and jobseekers. [WIOA Sec. 108(b)(6)(A)]

B. How the local board will facilitate access to services provided through the one-stop delivery system in remote areas, through the use of technology, and through other means [WIOA Sec. 108(b)(6)(B)].

C. How entities within the one-stop delivery system, including one-stop operators and the one-stop partners, will comply with WIOA section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 regarding the physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing the needs of individuals with disabilities. See Local Plan References and Resources [WIOA Sec. 108(b)(6)(C)].

D. Describe the roles and resource contributions of the one-stop partners by providing a summary of the area’s memorandum of understanding [and resource sharing agreements, if such documents are used]. [WIOA Sec. 108(b)(6)(D)]

E. Describe how one-stop centers are implementing and transitioning to an integrated technology-enabled intake and case management information system for core programs and programs carried out by one-stop partners [WIOA Sec. 108(b)(21)]

A. Willamette Workforce Partnership (WWP) monitors the effectiveness of the one-stop delivery system in multiple ways.

- One-Stop Operator: For program year 2018-2019, the contracted deliverables for the One-Stop Operator includes monitoring, analyzing, identifying best practices, and areas for change within the WorkSource Centers so that the one-stop delivery system is able to be reflective of employment and employment needs within the
• Program Advisory Team: WWP established a Program Advisory Team comprised of board members, business owners, and community members who advise on all Title 1b programs.
• Community Engagement Sessions: WWP began hosting a series of community engagement sessions to gather information about how WWP can better serve the community. From these community engagement sessions, local businesses, service providers (including academic service providers), are able to vocalize observations and needs regarding the current workforce delivery system.

B. Willamette Workforce Partnership staff has evaluated and continues to evaluate the use of technology in coordination and improvement of services for the workforce system. This includes the introduction of many web-based platforms that offer supplemental trainings, interview practice, resume assistance, and technical skill assessments from any web-capable devices, including mobile phones and tablets.

Within the upcoming year, Willamette Workforce Partnership plans to explore offering workshops via online training platforms such as Adobe Connect.

C. Willamette Workforce Partnership staff serves as the designated Equal Opportunity Officer for the workforce area and serve on the universal access group, which evaluates WorkSource Centers for compliance with this law. Furthermore, Willamette Workforce Partnership collaborates with the Northwest ADA Center, which provides free information to employers and programs about compliance with this law. Lastly, during each annual Program Monitoring, Willamette Workforce Partnership along with Oregon Employment Department completes an Americans with Disabilities Act compliance checklist of each WorkSource Center to ensure standards outlined in the Americans with Disabilities Act are followed.

D. A complete MOU is in place. The IFA is close to completion and awaiting final approval and signatures.

E. WorkSource Oregon uses a technology enabled enrollment system. Through the state-developed WorkSource Oregon Management Information System (WOMIS) various program eligibility can be determined. This information is then auto populated in I-Trac. The I-Trac system documents and verifies eligibility for WIOA funding streams and discretionary grants. One-Stop partners are able to access both WOMIS and I-Trac to effectively serve and manage individuals accessing services.

4.6. Consistent with the Guidance Letter on Minimum Training Expenditures, describe how the board plans to implement the occupational skill development expenditure minimum. Clearly state whether the local board will:

A. Expend a minimum 25% of WIOA funding under the local board’s direct control on occupational skill development.

OR

B. Use an alternative formula that includes other income beyond WIOA funding to
meet the minimum 25% expenditure minimum. Provide a description of other income it would like to include in calculating the expenditure minimum.

This expenditure rate is demonstrated through Willamette Workforce Partnership’s budget that shows more than 25% of WIOA funds directed towards training in contracts with service providers. These contracted program services then have more detailed budgets that show the breakdown of expenditures. The sub-recipient’s expenditures are tracked against actuals on a monthly basis to ensure spending is within contract parameters. Please refer to the Request for Proposal (attachment #4.6) for more information.

4.7. Describe the process and criteria for issuing individual training accounts [WIOA Sec. 108 (b)(19)].

Please refer to the Willamette Workforce Partnership Board’s policy P04: Individual Training Accounts (attachment #4.7) and P13: Self-Sufficiency for more information regarding the process and required criteria for issuing Individual Training Accounts.

4.8. If training contracts are used, describe processes utilized by the local board to ensure customer choice in the selection of training programs, regardless of how the training services are to be provided. See Local Plan References and Resources. [WIOA Sec. 108(b)(19)].

Willamette Workforce Partnership expects any provider offering training under the Training Exception contract to co-enroll participants into Adult/Dislocated Worker funding prior to the first date of service. Co-enrollment prevents duplication of services and offers individuals with barriers to employment additional resources and knowledge about other training services that can assist in obtaining educational and employment goals. During the initial enrollment into services, WIOA participants should make a self-informed choice about their own employment future and training services needed. Sub-recipients are to provide information, assessments, and resources to participants in order for the participant to have an active role in managing their employment goals and WIOA services. Willamette Workforce Partnership provides this guidance regarding customer choice in P04: Individual Training Accounts (attachment #4.7) and P09: On-the-Job Training (attachment #4.8).

4.9. Describe process utilized by the local board to ensure that training provided is linked to in-demand industry sectors or occupations in the local area, or in another area to which a participant is willing to relocate [WIOA Sec. 134(c)(3)(G)(iii)].

Willamette Workforce Partnership utilizes economic data and analysis, as illustrated in Section 1.1., to identify the existing and emerging in-demand industry sectors and occupations. Once an industry or occupation is established as in-demand, Sub-recipients of Willamette Workforce Partnership must provide priority consideration to training programs that lead to employment or recognized postsecondary credentials that align with that in-demand industry or occupations.

Sub-recipient staff ensure a priority of training is allocated to the regionally defined targeted sector by obtaining sector and occupational information from businesses and training providers. For On-the-Job Trainings or Work Experiences, industry sector information is determined through the Employer Eligibility Checklist and Training Plan of the participant. The Employer Eligibility Checklist identifies the sector using the North American Industry Classification System (NAICS), whereas, the training plan identifies the occupation using the Standard Occupation Code (SOC).

For Vocational Scholarships, a combination of the SOC code, CIP (classification of Instructional
Programs), and NAICS codes can be determined if the training will lead to a position within a Targeted Sector or an In-Demand occupation.

4.10 Describe how rapid response activities are coordinated and carried out in the local area. See Local Plan. References and Resources. [WIOA Sec. 108(b)(8)].

The Local Workforce Board acts as a conduit for businesses and funding sources for businesses that find themselves in need of Rapid Response activities. As part of the WIOA program contract, Willamette Workforce Partnership has contracted for Rapid Response from WIOA providers.

Rapid Response is a service delivered to area businesses that have provided notification of a layoff or closure. Services vary depending on the type of layoff, the number of individuals affected, and the time made available to deliver services.

The following describes the sequence of Pre-Layoff/Rapid Response activities:

1. Initial Notification of Layoff or Closure: The pre-layoff process begins when the Dislocated Worker (DW) Unit local or state liaison receives a formal WARN notice or similar information through informal channels (e.g., a phone call or newspaper article). State and local DW Staff will make contact and share information of layoff/closure via phone or email with state or local partners.

2. Initial On-Site Meeting with Company Representative and Worker Representative: The goal is to complete the investigation and be onsite with the company within 48 hours, wherever practical.

3. Transition Team: If time allows, and staff notified prior to the layoff or closure, a transition team is established to assist in the delivery of re-employment/transitional services. The transition team should be comprised of:
   - Employer representative(s)
   - Employee representative(s)
   - Local and/or State Liaison(s)
   - Union representative and/or Labor Liaison (if applicable)

4. Employee Survey: A survey of the workers is conducted to obtain their direct input concerning the types of services they would like to see made available.

5. Employee Information session: Ideally, members of the Local DW and/or the State DW Unit coordinate these sessions at the worksite.

6. Pre-Layoff Services Planning: Information gathered from employees, company management, and the union (if applicable) will determine the plan for services to affected workers.

7. Employer Feedback: Follow up.

SECTION 5. Compliance

Please answer the following questions Section 5 in 12 pages or less. Most of the response should be staff-driven responses as each are focused on the organization’s compliance with federal or state requirements.
5.1. Describe the process for neutral brokerage of adult, dislocated worker, and youth services. Identify the competitive process and criteria (such as targeted services, leverage of funds, etc.) used to award funds to sub-recipients/contractors of WIOA Title I Adult, Dislocated Worker, and Youth services, state the names of contracted organizations, and the duration of each contract [WIOA Sec. 108(b)(16)].

Willamette Workforce Partnership creates a neutral brokerage of WIOA services through submitting a Request for Proposal to the public in order to solicit bids from qualified potential vendors to offer WIOA services. Please refer to (attachment #4.6 & 5.1) Request for Proposal for more information regarding process and criteria.

The following list include sub-recipients of Willamette Workforce Partnership

- Adult, Dislocated Worker, and National Emergency Grant Services
  - Arbor Education and Training, DBA ResCare: Marion, Polk, Linn, Yamhill County
  - Community Services Consortium: Linn County

- Youth Services
  - Empowerment and Leadership for Youth: Marion County
  - Youth Opportunity Program (YOP): Yamhill County
  - Community Services Consortium: Polk and Linn County

- One-Stop Operator
  - Oregon Manufacturing Extension Partnership (OMEP): Marion, Polk, Linn, Yamhill County

5.2. Provide an organization chart as Attachment A that depicts a clear separation of duties between the board and service provision.

Please refer to (attachment #5.2) for the completed organizational chart.

5.3. Provide the completed Local Board Membership Roster form included in Oregon draft policy WIOA 107(b)-Local Board Membership Criteria as Attachment B. See Local Plan References and Resources.

Please refer to (attachment #5.3) for the completed Local Board Membership Roster.

5.4. Provide the policy and process for nomination and appointment of board members demonstrating compliance with Oregon draft policy WIOA 107(b) – Local Board Membership Criteria as Attachment.

Please refer to (attachment #5.4) for the Local Board Membership policy (draft).

5.5. Provide the completed Local Workforce Development Board Certification Request form included in Oregon draft policy WIOA 107(c) – Appointment and Certification of Local Workforce Development Board as Attachment D. See Local Plan References and Resources.

Please refer to (attachment #5.5) for the completed Local Workforce Development Board certificate.

5.6. Provide the name, organization, and contact information of the designated equal opportunity officer for WIOA within the local area.
The Equal Opportunity officer for WIOA within the local area is Ami Maceira: Program Director of Willamette Workforce Partnership. The contact information is Willamette Workforce Partnership 626 High St NE Suite 305 Salem, OR 97301 and phone number is 503-581-1002.

5.7. **Identify the entity responsible for the disbursal of grant funds. See Local Plan References and Resources. [WIOA Sec. 108(b) (15)].**

Willamette Workforce Partnership was designated by the local chief elected officials as the grant recipient and fiscal agent for the Mid-Valley Workforce area. Please see the Partnership Agreement among the Mid-Valley Workforce Board, Willamette Workforce Partnership, and the Mid-Willamette Jobs Council (attachment #5.7) for more information.

5.8. **Indicate the negotiated local levels of performance for the federal measures [WIOA Sec. 108(b) (17)].**

The Workforce Board will propose performance targets when more information is available from the Department of Labor and the Office of Workforce Investments regarding how WIOA performance is calculated.

5.9. **Describe indicators used by the local board to measure performance and effectiveness of the local fiscal agent (where appropriate), contracted service providers and the one-stop delivery system, in the local area [WIOA Sec. 108(b) (17)].**

Willamette Workforce Partnership utilizes monthly performance reports of all contracted service providers to ensure effectiveness of providing WIOA services within the Willamette Valley. In addition to the monthly reports, WWP created an additional quarterly effectiveness reports that measures the overall impact and snapshot of services from the one-stop delivery system in the local area.

5.10 **Provide a description of the replicated cooperative agreements, as defined by WIOA 107(d)(11), in place between the local board and the Department of Human Services’ Office of Vocational Rehabilitation Services with respect to efforts that will enhance the provision of services to individuals with disabilities and to other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination. See Local Plan References and Resources [WIOA Sec. 108(b) (14)].**

The Workforce Board will respond to this question when more information is available from the state. Locally, these entities will be included in conversations related to infrastructure and resource sharing agreements in the spring 2016.

5.11 **Describe the process for getting input into the development of the local plan in compliance with WIOA section 108(d) and providing public comment opportunity prior to submission. Be sure to address how members of the public, including representatives of business, labor organizations, and education were given an opportunity to provide comments on the local plans. If any comments received that represent disagreement with the plan were received, please include those comments here. See Local Plan References and Resources. [WIOA Sec. 108(b) (14)].**

The local plan was developed with significant community engagement. An advisory group comprised of workforce board members was created to provide oversight in the process of developing this plan. Through six meetings, involving over 200 participants from various interest groups, the Strategies
and Goals was formulated. The Workforce Board convened in early December to direct staff in the strategic direction for this plan. Please see the Public Input Process (attachment #5.11).

In late January, this plan was posted on Willamette Workforce Partnership website for 30-day public comment. All participants in the community meetings received notification that the plan was available for comment. After the 30-day public comment period, all comments received, during the Strategic Planning process will be incorporated into (attachment #5.11).

5.12 State any concerns the board has with ensuring the compliance components listed below are in place prior to July 1, 2016. Copies of documents are not required at this time but may be requested during monitoring.

- Administration of funds
- Agreement between all counties and other local governments, if applicable, establishing the consortium of local elected officials
- Agreement between the Local Elected Officials and the Workforce Development Board
- Local Workforce Development Board Bylaws
- Code of Conduct
- Approved Budget
- Memorandum of Understanding and/or Resource Sharing Agreements, as applicable
- Required policies on the following topics
  - Financial Management including cost allocation plan, internal controls, cash management, receipts of goods, cost reimbursement, inventory and equipment, program income, travel reimbursement, audit requirements and resolution, annual report, property management, debt collection, procurement, allowable costs
  - Program Management including equal opportunity for customers, supportive services, needs related payments, file management, eligibility, self-sufficiency criteria, individual training accounts, layoff assistance, priority of services, grievance for eligible training providers list, transitional jobs, stipends, training verification/refunds,
- Risk Management including records retention and public access, public records requests, monitoring, grievance, incident, disaster recovery plan
- Board Policies including board appointment, board resolutions, conflict of interest
- Human Resources including employee classification, benefits, holidays and PTO, recruitment and selection, employee development, discipline, layoffs, terminations, and severance, drug policy, sexual harassment, equal opportunity/non-discrimination.
  - Professional Services Contract for Staffing/Payroll Services, if applicable
  - Contract for I-Trac Data Management System

There are no concerns at this time.

5.13 Provide the completed copies of the following local board approval forms:
• State of Concurrence
• Partner Statement of Agreement
• Assurances

WIOA complaints versions of these documents will be posted in the near future.
PURPOSE
The purpose of this policy is to address registration of youth participants into Workforce Innovation and Opportunity Act (WIOA) programs to ensure that only eligible individuals are served with WIOA youth funds; in compliance with federal and state laws, regulations, policies, and guidance.

REFERENCES
Code of Federal of Regulations 20 CFR 675.300
Code of Federal of Regulations 20 CFR 681.210; 220; 290; 230; 240
Section 3 of American with Disabilities Act of 1990
Section 41403 (6) of Violence Against Women Act of 1994
Training and Employment Guidance Letter (TEGL) 21-16;
WIOA Sec. 129 (a)(1)(b)(ii)-(iii); Sec. 129 (a) (1)(c)(iv);
WIOA Sec. 3 (36)(b); Sec. 3 (36)(A)(ii)

DEFINITIONS
Basic Skills Deficient: Defined as:
- A youth, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or
- A youth or adult, that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual’s family, or in society.

Family: Two or more persons related by blood, marriage, or decree of court, who are living in a single residence, and are included in one or more of the following: A married couple and dependent children, a parent or guardian and dependent children; a married couple.

Homeless individual: An individual who lacks a fixed, regular, and adequate nighttime residence and includes individuals who share the housing of other persons due to loss of housing, economic hardship, or a similar reason, a homeless child or youth as defined in McKinney-Vento Homeless Assistance Act or a runaway;

Lower Living Standard Income Level (LLSIL): The income level (adjusted for regional, metropolitan, urban and rural differences and family size) determined annually by the Secretary of Labor and based on the most recent lower living family budget issued by the Secretary.

Requires Additional Assistance: Defined as an individual who:
- Has no work history or has history of being terminated from employment;
• Is at risk of dropping out of school; or
• Treated by, or has successfully completed, treatment with an agency for a substance abuse or mental health disorder.

**POLICY**

To be eligible to participate in activities carried out under the WIOA, an individual shall at the time the eligibility determination is made, be an out-of-school youth (OSY) or an in-school youth (ISY). Participants must also comply with Selective Service registration requirements and legal to work requirements. Eligibility requirements are applied equally to all applicants in a program to avoid discrimination.

**PROCEDURE**

**Out of School Youth Eligibility:**

An OSY is an individual who meets all three criteria below:

1. Not attending any school:
   a. An individual who does not have a GED or secondary diploma and is not enrolled in secondary education; or
   b. An individual who has a GED or secondary diploma and is not enrolled in a credit-bearing postsecondary class; or
   c. An individual attending Adult Basic Education provided under Youth Build, Job Corps, or dropout re-engagement programs not funded by the public K-12 school system.

2. Not younger than age 16 or older than age 24 at time of enrollment. Eligibility is based on age at enrollment; therefore, participants may continue to receive services beyond the age of 24 once they are enrolled in the program.

3. The individual has one or more of the following barriers:
   a. A school dropout; or
   b. An individual who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter; or
   c. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English Language Learner;
   d. An individual who is subject to the juvenile or adult justice system; or
   e. A homeless individual
   f. An individual in foster care or who has aged out of the foster care system, or who has attained 16 years of age and left foster care for kinship guardianship or adoption; a child eligible for assistance under section 477 of the Social Security Act, or in an out-of-home placement;
   g. An individual who is pregnant or parenting; or
h. An individual who is an individual with a documented disability as defined by Section 3 of Americans with Disabilities Act of 1990; or
i. Requires additional assistance

In-School Youth Eligibility:
An ISY is an individual who meets all four criteria below:
1. Attending school including secondary and post-secondary school; and
2. Not younger than age 16 or older than age 21 at the time of enrollment. Eligibility is based on age at enrollment, therefore participants may continue to receive services beyond the age of 21 once they are enrolled in the program;
3. A low-income individual:
   a. An individual who is eligible to receive free lunch - WIOA sec 3(36), receives, or is a member of a family that receives cash payments under a federal or state public assistance program in the last 6 months; or
   b. An individual who received an income or is a member of a family whose 6-month income is 70% of the Lower Living Standard Income Level (LLSIL); or
   c. An individual who is homeless; or
   d. A foster child on behalf of who state or local government payments are made; or
   e. An individual with a disability whose own income meets the 6-month income which is 70% of the Lower Living Standard Income Level (LLSIL) requirement but who is a member of a family whose income does not; or
   f. An individual who lives in a high poverty area.
4. The individual has one or more of the following barriers:
   a. Basic Skills Deficient
   b. Is an English language learner; or
   c. An individual who is subject to the juvenile or adult justice system; or
   d. A homeless individual
   e. An individual in foster care or who has aged out of the foster care system, or who has attained 16 years of age and left foster care for kinship guardianship or adoption; a child eligible for assistance under sec. 477 of the Social Security Act, or in an out-of-home placement;
   f. An individual who is pregnant or parenting; or
   g. An individual who is an individual with a documented disability as defined by Section 3 of Americans with Disabilities Act of 1990; or
   h. Requires additional assistance

Exception for Individuals who are not Low-Income
The WIOA allows a low-income exception where not more than 5 percent of WIOA youth participants are individuals who meet all other eligibility criteria except the low-income
criteria. Registration of over-income individuals requires approval from Willamette Workforce Partnership (WWP) staff prior to being determined eligible.
Approved Strategies & Goals
Mid-Valley Workforce Area

Definitions
Strategy: A noun to describe your competitive advantage.
Goal: A verb that describes an objective to accomplish.
Key: Strategy = “S” Goal = “G”; References may be made in abbreviation, for example, “S2G3” would reference goal 3 under the strategy for individuals.

1: Strategy and Goals for INDUSTRY:

**Strategy:** Proactive Engagement
*Defined as:* Building a communication framework to facilitate greater industry involvement for collectively solving regional challenges.

**Goal 1:** Listen to business and analyze workforce needs
**Goal 2:** Convene key industry sectors to identify common challenges
**Goal 3:** Develop and execute a plan of action that includes willing community partners
**Goal 4:** Seek out and effectively align resources to support identified solutions.

2: Strategy and Goals for INDIVIDUALS:

**Strategy:** Talent Development
*Defined as:* Creating opportunities for individuals to gain the skill sets necessary to enter and advance in the workforce.

**Goal 1:** Support meaningful interactions that are critical to influencing personal commitment to skill development
**Goal 2:** Develop understandable and accessible pathways unique to each individual
**Goal 3:** Facilitate improved connection of regional employers to the education system so that the emerging workforce is prepared for employment

3: Strategy and Goals for INTERDEPENDENCE:

**Strategy:** Strategic Alignment
*Defined as:* Increasing collaboration and common understanding within the regional workforce system.

**Goal 1:** Conduct resource mapping of workforce system partners
**Goal 2:** Convene workforce system partners to build relationships and promote effective use of resources
**Goal 3:** Evaluate opportunities for coordinated information and data sharing enabled by the use of technology

4: Strategy and Goals for INNOVATION:

**Strategy:** Impactful Relevance
*Defined as:* Supporting ideas and partnerships in the workforce system that lead to meaningful results.

**Goal 1:** Increase opportunities for the development and retention of high quality provider staff
**Goal 2:** Facilitate transparent communication within the system and develop a method to evaluate system-wide impact
**Goal 3:** Seek out and support creative thinking and innovative ideas
**Goal 4:** Coordinate efforts to improve customer experience toward meaningful career matches
Plan Alignment

Definitions

**Strategy:** A noun to describe your competitive advantage.

**Goal:** A verb that describes an objective to accomplish.

**Key:** Strategy = “S” Goal = “G”; References may be made in abbreviation, for example, “S2G3” would reference goal 3 under the strategy for individuals.

**Mid-Valley Vision**

A strong state economy and prosperous communities are fueled by skilled workers, quality jobs and thriving businesses.

**OWIB Vision**

To promote economic growth through relocation and inspire local businesses to reach their full potential.

**GOAL 1:** Create a customer-centric workforce system that is easy to access, highly effective, and simple to understand.

Goal 2: Provide business and industry customized workforce solutions to prepare and deliver qualified and viable candidates and advance current workers.

Goal 3: Invest in Oregonians to build in-demand skills, match training and job seekers to opportunities, and accelerate career momentum.

Goal 4: Create and develop talent by providing young people with information and experiences that engage their interests, spur further career development, and connect to Oregon employers.

**STRATEGY 1:** ‘Proactive Engagement’: Building a communications framework to facilitate greater industry involvement for collectively solving regional challenges.

**STRATEGY 2:** ‘Talent Development’: Creating opportunities for individuals to gain the skill sets necessary to enter and advance in the workforce.

**STRATEGY 3:** ‘Strategic alignment’: Increasing collaboration and common understanding within the regional workforce system.

**STRATEGY 4:** ‘Impactful Relevance’: Supporting ideas and partnerships in the workforce system that lead to meaningful results.

The Oregon Workforce Investment Board (OWIB) and the Mid-Valley Workforce Board have created two plans that are well aligned. As participants in the state process, Mid-Valley Workforce Board members and supporting staff contributed to the discussion occurring around the state through local forums. The Mid-Valley then hosted a series of discussions and input sessions throughout the Mid-Valley to evaluate the needs of the local workforce area. In this process, significant alignment became apparent between the two plans, with local needs emphasized in the Mid-Valley’s plan. The following information is an analysis of the Oregon Workforce Investment Board plan compared to the Mid-Valley’s plan.

Vision Discussion:

The vision of the Oregon Workforce Investment Board aligns with the vision of the Mid-Valley Workforce Board. Both boards are striving to reach the same end result: a thriving and prosperous economy. The phrases captured in the Mid-Valley’s vision reflect this. For example, as businesses grow through either expansion or relocation they will need to be fueled by skilled workers. A business that has reached its full potential, is an active member of a prosperous community and provides high-quality jobs to its employees.

Discussion:

When comparing the two plans, it should be noted that the terminology used in the strategic planning process was distinct, but with a similar intent. Therefore, it is important to understand that the use of the word “Goal” by the OWIB is comparable to “Strategy” by the Mid-Valley and vice-versa.

Although many of the goals of the Mid-Valley Workforce Board are interrelated and in some cases may be sequential, they can be further articulated and compared to the OWIB’s Goals.
Plan Alignment

OWIB GOAL 1 – This goal will be supported by the Mid-Valley Workforce Board through the efforts contained in the following Mid-Valley Strategies and Goals:

- Strategy 1 – Goal 1
- Strategy 1 – Goal 2
- Strategy 2 – Goal 2
- Strategy 3 – Goal 3
- Strategy 4 – Goal 2

The OWIB’s Goal 1 has several concepts that are addressed through these plan items. The concept of a customer-centric model is represented in S1G1, S1G2, and S4G4. These goals explore both listening and responding to the needs of local business (the primary customer of the system) but also work on improving the experience for both job seekers and employers to reach the end result of a successful career match. The concept of simple and easy to understand is represented through S2G2. The quality of the system being highly-effective is represented in S3G3, S4G2. With these goals in place in the Mid-Valley area, the OWIB’s Goal 1 will be accomplished.

OWIB GOAL 2 – This goal will be supported by the Mid-Valley Workforce Board through the efforts contained in the following Mid-Valley Strategies and Goals:

- Strategy 1 – Goal 3
- Strategy 1 – Goal 4
- Strategy 2 – Goal 1
- Strategy 2 – Goal 3
- Strategy 4 – Goal 4

The OWIB’s Goal 2 has several concepts that are addressed through these plan items. The concept of preparing and delivering viable candidates is represented in S2G1. Although much of the preparation and delivery of viable candidates is conducted directly by proven program models in the region one theme was worthy of noting for its systemic impact connected to how this is done. S2G3 is about the power of meaningful conversations between people that fosters the desire and knowledge needed to prepare for a job. Whether that occurs through “light touch” mechanism such as job referrals and résumé advice or in-depth education or on-the-job training, all paths that a job seeker might take begin with a critical conversation that incites the job seeker to take positive action. The OWIB Goal 2 also contains the concept of advancing the current worker into new positions. This is represented in S4G4. A meaningful career match may be movement towards the next step up on the ladder for that individual. This employee advancement concept is critical for industries that have high rates of workers over the age of 55. Most importantly is the mechanism of customized solutions to deliver talented workers to business and industry. This concept of customized solutions is embodied in S1G3 and S1G4. These goals are about the action steps needed to create customized solutions for common industry needs. With these goals in place in the Mid-Valley area, the OWIB’s Goal 2 will be accomplished.

OWIB GOAL 3 – This goal will be supported by the Mid-Valley Workforce Board through the efforts contained in the following Mid-Valley Strategies and Goals:

- Strategy 2 – Goal 2
- Strategy 2 – Goal 3
- Strategy 3 – Goal 2
- Strategy 4 – Goal 4

The OWIB’s Goal 3 has several concepts that are addressed through these plan items. The concept of building in-demand skills and training is represented in S2G2 and S3G2. This is represented by both the need to create pathways unique to each individual, but also coordinate resources amongst entities so that maximum investments can be made in the training of individuals. The concept of effectively matching training and job seekers to opportunities is captured in S4G4. The need to constantly reach out to businesses and individuals to advance their skills is embodied in S2G3, specifically calling out students at various levels of education. With these goals in place in the Mid-Valley area, the OWIB’s Goal 3 will be accomplished.

OWIB GOAL 4 – This goal will be supported by the Mid-Valley Workforce Board through the efforts contained in the following Mid-Valley Strategies and Goals:

- Strategy 2 – Goal 2
- Strategy 4 – Goal 4

The OWIB’s Goal 4 has two concepts that are addressed through the Mid-Valley Plan. The first concept is to reach out to young adults with information and experiences to engage their interests. This concept is represented in both S2G2 and S4G4 which, combined, provide the experience and information in a manner that will lead to a meaningful career match. S4G4 strives towards the second concept in the OWIB Goal 4, the connection to Oregon employers. The Mid-Valley goal is set to be a connecting party to the educational provider or other program providers that may be of use to the local business.
Overall, these goals are highly aligned. The Mid-Valley emphasis was on creating a better aligned system, with clear communication channels and accountability systems. The general need to train and produce viable job candidates is present in both plans and can work in concert to meet both vision statements in Oregon's future.
<table>
<thead>
<tr>
<th>Mid-Valley Workforce Board Strategies &amp; Goals:</th>
<th>OWIB Goals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal 1: Listen to business and analyze workforce needs</td>
<td>GOAL 1: Create a customer-centric workforce system that is easy to access, highly effective, and simple to understand.</td>
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<tr>
<td>Goal 2: Convene key industry sectors to identify common challenges</td>
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<tr>
<td>Goal 3: Develop and execute a plan of action that includes willing community partners</td>
<td>Goal 3: Invest in Oregonians to build in-demand skills, match training and job seekers to opportunities, and accelerate career momentum.</td>
</tr>
<tr>
<td>Goal 4: Seek out and effectively align resources to support identified solutions.</td>
<td>Goal 4: Create and develop talent by providing young people with information and experiences that engage their interests, spur further career development, and connect to Oregon employers.</td>
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**STRATEGY 1:** "Proactive Engagement"

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<td>Goal 3: Facilitate improved connection of regional employers to the education system so that the emerging workforce is prepared for employment</td>
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<td>Goal 4: Seek out and effectively align resources to support identified solutions.</td>
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</tr>
</tbody>
</table>

**STRATEGY 2:** "Talent Development"

<table>
<thead>
<tr>
<th>Goal 1: Conduct resource mapping of workforce system partners</th>
<th>Goal 1: Listen to business and analyze workforce needs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal 2: Convene workforce system partners to build relationships and promote effective use of resources</td>
<td>Goal 2: Convene key industry sectors to identify common challenges</td>
</tr>
<tr>
<td>Goal 3: Evaluate opportunities for coordinated information and data sharing enabled by the use of technology</td>
<td>Goal 3: Develop and execute a plan of action that includes willing community partners</td>
</tr>
<tr>
<td>Goal 4: Coordinate efforts to improve customer experience</td>
<td>Goal 4: Invest in Oregonians to build in-demand skills, match training and job seekers to opportunities, and accelerate career momentum.</td>
</tr>
</tbody>
</table>

**STRATEGY 3:** "Strategic Alignment"

<table>
<thead>
<tr>
<th>Goal 1: Increase opportunities for the development and retention of high quality provider staff</th>
<th>Goal 1: Listen to business and analyze workforce needs</th>
</tr>
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<tbody>
<tr>
<td>Goal 2: Facilitate transparent communication within the system and develop a method to evaluate system-wide impact</td>
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OREGON’S MID-VALLEY WORKFORCE SERVICES

Incite Incorporated is seeking qualified and experienced organizations to coordinate and deliver high quality workforce development services in Linn, Marion, Polk and Yamhill counties.

Released January 8, 2016
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Part I: Introduction

Incite Incorporated (Incite) is seeking proposals from qualified and experienced organizations to provide workforce services in Linn, Marion, Polk and Yamhill counties. This request for proposals contains three options to bid upon. Details regarding each of the various options can be found in Part VI: Proposal Options for this solicitation.

<table>
<thead>
<tr>
<th>Proposal Package A</th>
<th>Youth Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Package B</td>
<td>Adult/Dislocated Worker Services</td>
</tr>
<tr>
<td>Proposal Package C</td>
<td>Business Services</td>
</tr>
</tbody>
</table>

Contact With Incite Board Members and/or Staff

All prospective applicants to this request for proposals (RFP) are prohibited from contacting the members of the Incite Board of Directors, Mid-Valley Workforce Board Members, Mid-Willamette Jobs Council Members, RFP advisory group members or Incite staff regarding this solicitation to avoid actual conflicts, the appearance of conflicts, or undue influence over the process. Contact with anyone for the purpose of influencing the outcome of the process will result in the disqualification of the prospective proposer. Incite has taken every precaution to ensure the development of this request for proposals, its contents and the review process are kept confidential until provisional award notices are announced.

Part II: Background

The Workforce Innovation and Opportunity Act

Workforce services in the Mid-Valley Workforce Area are primarily funded through the Workforce Innovation and Opportunity Act (WIOA). The work authorized under this federal legislation provides the base of workforce development activities for the local area, which are supplemented and aligned with other funding sources. The Federal Department of Labor and Oregon’s Department of Community College and Workforce Development oversee this funding.

It is expected that program services beginning on July 1, 2016 may be significantly different from historical service structures in the past due to the passage of the WIOA. This new legislation provides the opportunity for transformation of the workforce system to move from a system that has often been seen as a social service, into a highly valued talent resource for local business needs.

At the release of this request for proposals, critical decisions regarding the detailed implementation of the WIOA have not been finalized at both the federal and state levels. Final regulations for the WIOA are anticipated to be released by the Department of Labor in January 2016, and various stages of compliance with the WIOA will occur over the next three years.
Applicants for this request for proposals must demonstrate that it can creatively and quickly implement new practices and processes, then evaluate and modify them as needed to best serve businesses and participants while complying with new regulations and/or changes to available funds. More information regarding the WIOA can be found at: http://www.doleta.gov/wioa/. Applicants are encouraged to address how they can be flexible in program implementation.

**Funding Available under the Workforce Innovation and Opportunity Act**

An estimate of funds available to workforce services under the Workforce Innovation and Opportunity Act, are listed below. Estimates are made available only to aid in proposal preparation for applicants. Exact amounts will be negotiated with successful applicants after the release of final allocations for the workforce area and the approval of the fiscal year 2016-2017 WIOA budget by the Mid-Willamette Jobs Council and the Incite Incorporated Board in late Spring 2016.

July 1, 2016 – June 30, 2017 estimated available funding:

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Linn</th>
<th>Marion</th>
<th>Polk</th>
<th>Yamhill</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth Services*</td>
<td>$265,000</td>
<td>$332,000</td>
<td>$251,000</td>
<td>$260,000</td>
</tr>
<tr>
<td>Adult/Dislocated Worker Services*</td>
<td>$364,000</td>
<td>$996,000</td>
<td>$249,000</td>
<td>$306,000</td>
</tr>
<tr>
<td>Business Services**</td>
<td></td>
<td>$1,285,270</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Youth and Adult/Dislocated Worker Services Note:* Multiple awards are possible for both Youth and Adult/Dislocated Worker Services. Applicants for either of these options must be prepared to deliver services to residents of the entire county area awarded. Applicants are encouraged to review historical service levels and cost-per-participant ranges when preparing applications.

**Business Services Note:** Only one applicant will be selected for the Business Services contract. Submissions under this proposal package must reflect services throughout the total geographic area for all four counties. Business Services applicants must propose to spend no less than $197,000 on work experiences for youth and young adults. Applicants must also propose a minimum of 275 On-the-Job Trainings.

**Other Funding Resources**

Incite is continually seeking other sources of funding described in this document including federal competitive grants, and may align and integrate these additional funding sources with the subrecipients selected through this request for proposals. Therefore, each subrecipient must be prepared to align and integrate these awards to the benefit of businesses and participants in the Mid-Valley Workforce Area. Applicants should address their ability to receive additional funding during the program year.

At the time of the release of this request for proposals, Incite is committed to multiple grant
awards and intends to negotiate for additional services under those award agreements with the successful subrecipients.

**Leverage**
Incite is interested in proposals that leverage other funding and resources into the Mid-Valley Workforce Area. Leverage may include items such as grants, cash or in-kind donations, or dedicated training resources.

**Part III: Mid-Valley Workforce Area**

**Governance Structure**
The WIOA allows for many decisions regarding the delivery of workforce services to be determined at the local workforce level. In the Mid-Valley Workforce Area, the following structure has been established to administer workforce services. Each governing body has a distinct scope of work that collectively shapes workforce investments in the Mid-Valley Workforce Area.
**WorkSource Centers**

The Mid-Valley Workforce Area has six WorkSource Centers which are the cornerstone of the public workforce investment system and which houses multiple organizations through integrated programs. Business is the primary customer of WorkSource Oregon. In order to meet the demands of business and produce highly valued talent, coordination among several key employment, education, and training programs is crucial.

The mission of WorkSource Oregon is to effectively respond to workforce challenges through high-quality services to individuals and businesses, resulting in job attainment, retention and advancement. The Mid-Valley Workforce Area’s six WorkSource Centers deliver workforce service to thousands of area residents who come through their doors each year.

The WorkSource Oregon Operational Standards were released in May of 2015 with the intent to position the workforce system toward relevance and growth. The WorkSource Oregon Operational Standards provide the minimum-level of required content and services to be available at all WorkSource Centers.

Accountability mechanisms will be established by July 1, 2016 to ensure compliance with, and growth beyond, the minimum service expectations established by the WorkSource Oregon Operational Standards. Subrecipients will be expected to engage in continuous improvement activities in accordance with these standards. More information regarding the WorkSource Oregon standards can be found at [http://wsostandards.weebly.com/uploads/5/8/7/9/58796091/wso_operational_standards_document_final_5-22-15.pdf](http://wsostandards.weebly.com/uploads/5/8/7/9/58796091/wso_operational_standards_document_final_5-22-15.pdf).

The locations of the six WorkSource Centers of the Mid-Valley Workforce area are listed below. Currently, the hours of operation for the WorkSource Centers are 8:00 am to 5:00 pm, Monday through Friday.

- **WorkSource Albany**, 139 SE 4th Ave, Albany, OR 97321
- **WorkSource Lebanon**, 44 Industrial Way, Lebanon, OR 97355
- **WorkSource Polk**, 580 Main Street, Suite B, Dallas 97338
- **WorkSource Salem**, 605 Cottage St. NE, Salem 97301
- **WorkSource Woodburn**, 120 Lincoln Street, Suite 115, Woodburn 97071
- **WorkSource Yamhill**, 370 Norton Lane, McMinnville 97128

It is required that the Adult/Dislocated Worker Services and Business Services subrecipient(s) have a strong presence in each of the WorkSource Centers of the Mid-Valley Workforce Area.

The WIOA Youth subrecipient(s) have generally not been located in WorkSource Centers. However, if a Youth program subrecipient(s) wishes to be co-located, it is recommended that questions regarding space availability and cost be submitted through the question and answer process described later in this solicitation.
Local Area Workforce Partners

The Oregon Employment Department

The Oregon Employment Department (OED) is a key partner in each of the six WorkSource Centers of the Mid-Valley Workforce Area. Eligibility for services provided by OED are covered under the Wagner-Peyser Act of 1993.

The WIOA subrecipients and OED staff are together responsible for the coordinated delivery of services offered in the WorkSource Centers. Both the WIOA subrecipients and OED staff perform the initial steps that involve registering a participant in the workforce system and co-manage exploratory and career services in each of the WorkSource Centers. A WorkSource Center provides participants with computers to register in iMatchSkills (OED’s skill and job matching system) and to conduct job searches. Resources are also available to write résumés, research labor market information, and copy and fax job-search related materials.

Other major functions of OED staff in the WorkSource Centers include providing job listings for area businesses, assisting individuals with iMatchSkills registration, matching registered individuals with employer job listings, making referrals of WorkSource Center individuals to iMatchSkills job openings, and providing limited assistance to individuals with unemployment insurance claims. In addition, OED provides Veterans’ Representatives and Migrant and Seasonal Farm Worker Liaisons in all six WorkSource Centers.

The Trade Adjustment Assistance (TAA) Program, a federal program that provides aid to workers who lose their jobs or whose hours of work and wages are reduced as a result of increased imports, is also operated by OED.

The OED has a research division that provides extensive labor market information about the workforce area and the state, as well as data analysis, including the services of a workforce analyst who is available to provide answers to labor market-related questions. This resource is available at www.qualityinfo.org.

Department of Human Services

Under the WIOA, the Department of Human Services (DHS) is a key partner in the workforce system. The Office of Vocational Rehabilitation Services and the Self-Sufficiency programs of DHS have staff who meet with WorkSource Center customers needing such services in the Mid-Valley Workforce Area. The DHS is one of the partners that the WIOA subrecipient(s) will work closely with to coordinate effective services.

Additional Workforce Partners

The following are other workforce partners with a presence in the WorkSource Centers: Easter Seals Senior Community Service Employment Program (SCSEP) and Homeless Veterans Reintegration Program, Experience Works, MERIT Microenterprise Program, Chemeketa Community College, Linn Benton Community College, Oregon Human Development Corporation and Job Corps.
Local Area Demographics

The Mid-Valley Workforce Area has a diverse mix of industries and residents. Applicants are advised to consider the environmental factors that will contribute to their programmatic design. Below are some key statistics regarding the Mid-Valley Workforce Area that applicants should use to inform their program designs.

Ninety-six percent (96%) of all businesses in the Mid-Valley Workforce Area have fewer than 49 employees.

The four largest industries by employment are:
1. Manufacturing
2. Health Care
3. Transportation
4. Agriculture

High school estimated dropout rates by county are:
- Linn: 3.8%
- Marion: 3.47%
- Polk: 2.6%
- Yamhill: 2.89%

There are an estimated 8,741 Opportunity Youth in the Mid-Valley Workforce Area. These are youth who are not working and not engaged in school.

The most recent unemployment rate by age range is:

![Unemployment Rate Graph]

Area demographics are as follows (Note totals will not add to 100% as individuals may commonly identify with one or more ethnicity):

- 88% are Caucasian or White
- 18% are Latino or Hispanic
- 2% are Black or African American
- 3% are Native American or Alaskan Native
- 3% are Asian
- 1% are Native Hawaiian or Pacific Islander

18.4% of area residents speak a language other than English
7.9% of area residents speak English less than “very well”
Education levels for those over 25 years of age:

<table>
<thead>
<tr>
<th>Education Levels Attained</th>
<th>Linn</th>
<th>Marion</th>
<th>Polk</th>
<th>Yamhill</th>
<th>Mid-Valley</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Population 25 years and over</td>
<td>79,592</td>
<td>203,950</td>
<td>48,301</td>
<td>64,797</td>
<td>396,640</td>
</tr>
<tr>
<td>Less than 9th grade</td>
<td>3.00%</td>
<td>8.30%</td>
<td>4.50%</td>
<td>5.00%</td>
<td>6.2%</td>
</tr>
<tr>
<td>9th to 12th grade, no diploma</td>
<td>7.90%</td>
<td>8.50%</td>
<td>5.70%</td>
<td>7.00%</td>
<td>7.8%</td>
</tr>
<tr>
<td>High school graduate (includes equivalency)</td>
<td>31.50%</td>
<td>26.40%</td>
<td>25.90%</td>
<td>31.30%</td>
<td>28.2%</td>
</tr>
<tr>
<td>Some college, no degree</td>
<td>30.60%</td>
<td>27.20%</td>
<td>26.10%</td>
<td>26.40%</td>
<td>27.6%</td>
</tr>
<tr>
<td>Associate's degree</td>
<td>10.10%</td>
<td>8.40%</td>
<td>8.80%</td>
<td>7.80%</td>
<td>8.7%</td>
</tr>
<tr>
<td>Bachelor's degree</td>
<td>11.80%</td>
<td>13.90%</td>
<td>18.20%</td>
<td>14.60%</td>
<td>14.1%</td>
</tr>
<tr>
<td>Graduate or professional degree</td>
<td>5.10%</td>
<td>7.30%</td>
<td>10.80%</td>
<td>7.90%</td>
<td>7.4%</td>
</tr>
</tbody>
</table>

**Mid-Valley Workforce Area Strategic Plan**

The Workforce Area Strategic Plan is currently in development. Key decisions affecting the content of the plan are available in the audio recording of the December 4, 2015 Mid-Valley Workforce Board meeting. Additional discussion and decisions may occur on March 4, 2016 at the scheduled Workforce Board and Jobs Council meeting. Incite staff anticipate the draft publication of the Mid-Valley Workforce Area Strategic Plan in late January/early February for a public comment period, prior to the final approval on March 4, 2016.

Applicants should familiarize themselves with the strategic direction of the Workforce Board, to ensure alignment of their programmatic design.

**Policies and Programmatic Standards**

Applicants should review the Mid-Valley Workforce Board policies and program standards in developing responses to this request for proposals. Workforce area policies are established to comply with federal and state laws, as well as to formalize strategic direction for programs under the WIOA. Changes to workforce area policies affecting the WIOA resources must be approved by the Mid-Valley Workforce Board. These can be found on Incite’s website at: [http://www.inciteworks.org/why-we-do-it/incite-bulletin/legal-documents/](http://www.inciteworks.org/why-we-do-it/incite-bulletin/legal-documents/).

Program standards offer detailed guidance to subrecipient(s) to 1) clarify expectations for topics covered in law, regulations, or policy; or 2) dictate the process for engagement with other subrecipient(s) or partners. Program standards may be changed at any time by Incite staff.

Changes to local policies and standards are anticipated to occur in the months after the release of final WIOA regulations by the Department of Labor. Applicants are encouraged to pay particular attention to Program Standard P98-ST26, which contains the Glossary of Terms. Applicants should be aware that this glossary applies to this request for proposals and requested documents.
Part IV: System Tools

Incite makes strategic investments in tools for use in the local workforce area. Subrecipient(s) will have on-going access to the following as a service provider in the Mid-Valley Workforce Area. Expenses for system tools listed below are resources covered by Incite. Changes to the availability of these system tools may occur and, in the event that a tool is no longer available, Incite will make every attempt to notify subrecipient(s) as far in advance as possible.

Databases

I-Trac: All WIOA participants will be registered in the I-Trac system. I-Trac is the Management Information System used by all WIOA subrecipients in the state of Oregon. It was created, and is maintained, by WorkSystems Inc, the Workforce Board for Multnomah and Washington counties.

WOMIS: Created and maintained by the Oregon Employment Department. This is the online registration system for all participants who receive services in the WorkSource Oregon Centers. It often serves as the initial registration system and determines eligibility for various workforce programs.

I-MatchSkills: Created and maintained by the Oregon Employment Department. I-MatchSkills is the skills and job matching system used in WorkSource Oregon Centers. https://empportal.emp.state.or.us/wso/index.cfm?event=common.ehAuthentication.dspLogin.

Career Information System (CIS): CIS provides a system of occupational and educational information to help Oregonians learn about the world of work and education. This tool is used for career exploration, labor market information, college/training prep, scholarship searches, and career planning. It also includes resources to prepare for the National Career Readiness Certificate (NCRC) assessments. https://oregoncis.uoregon.edu/Portal.aspx.

Assessments

AccuVision: The State of Oregon has invested in this essential skills assessment. AccuVision is an online assessment that allows individuals to respond to scenarios likely to be encountered in the workplace. This is an essential skills coaching tool that can be helpful in increasing employability of participants in conjunction with in training and practice of essential skills. Subrecipients will have the option of using this assessment tool. www.alignmark.com/accuvision-assessment.

NCRC: The National Career Readiness Certificate (NCRC) is an assessment of math, reading, and locating information skills. The ACT® developed this assessment as a tool for business to gauge an individual's ability to be successful in their organization. Some businesses in the Mid-Valley Workforce Area use this tool as part of the hiring process. The State of Oregon has invested in this tool as part of the Certified Work Ready Communities initiative and is utilized by all the WIOA subrecipients. All WorkSource Centers offer the NCRC. https://www.act.org/certificate/.
Curricula

**Passport to Job Success:** This material was purchased for the workforce area in 2011 and updated by staff in 2012. It comprises ten workshops, designed to facilitate job seeker skills, ranging from résumé development to interview preparation. Subrecipients may choose to take advantage of this available resource.

**Rethinking Job Search:** This is proprietary curriculum developed by Incite. Designed to assist individuals in overcoming the social and emotional consequences of unemployment, the materials aim to decrease the amount of time an individual is unemployed. This is a highly structured workshop series that uses cognitive-behavioral techniques and a cohort model. This curriculum is currently part of a statewide project funded by the Workforce Innovation Fund through the Federal Department of Labor. Selected pilot sites have already been designated and have begun to implement this curriculum. Applicants desiring to use this curriculum at additional locations must gain approval from Incite staff prior to implementation, to prevent complications in the evaluation components of the statewide project.

**Rethinking Careers:** This is proprietary curriculum developed by Incite to teach youth and young adults appropriate workplace behavior. These materials use cognitive-behavioral techniques to lead participants to examine the interconnectivity between their beliefs, emotions and actions. This program is designed to instill a sense of motivation and educate youth and young adults about how to develop workplace success through the cultivation of essential skills. This course is intended to be paired with a work experience and is facilitated by the WIOA Youth subrecipient(s).

**Entry-Level Credential Woods and Metals Kits:** These two kits were developed to expose youth and young adults to basic skills needed in entry-level woods and metals manufacturing jobs. Each kit contains hands-on activities for participants to complete while being observed for proper safety behaviors. Activities may be youth led or facilitated by staff. Subrecipient(s) may choose to take advantage of this available resource.

Activities

**Workforce Allies:** Workforce Allies brings workforce partners together to learn about ways to fulfill business and community needs. The mission of the Workforce Allies is to build solutions that advance individuals and meet the needs of businesses. Workforce Allies convenes quarterly meetings to prepare frontline staff through participation in collaborative trainings and networking opportunities. These events are free, and open to all workforce-connected partners in the Mid-Valley Workforce Area. Attendance is mandatory for all the WIOA subrecipient staff.

**Learning Tours:** These events are used to advance the knowledge and effective use of Lean principals through shared training opportunities and peer-to-peer relationships. They are hosted by an area business looking to improve processes within their facility. These events are appropriate for anyone working in a business, from entry level to management.

Joint Publicity and Branding
Selected subrecipients will be required to use established brands and existing style guides for the Workforce Area. The use of unified branding streamlines the system for both businesses and individuals. These brands include: WorkSource Center Branding, American Job Center Branding, Career Achievement Network Branding, and others as determined by Incite staff.

Part V: Performance, Reporting and Interdependence

Performance Projections Sheet
Applicants must complete and submit the Performance Projections sheet with their application. This template is an attachment to this request for proposal. All applicants should be aware that this is a tool for proposal evaluation only. Final performance metrics are still in development at the federal, state and local levels. Incite will negotiate contractual performance metrics with the selected subrecipient(s), and Incite will consider applicant responses to this request for proposals when negotiating.

Program Interdependencies
Selected subrecipient(s) will be expected to collaborate extensively with other organizations that are part of the collective workforce system. Incite is particularly interested in selecting subrecipient(s) that are experts at delivering primary services and partnering effectively for additional services required to successfully meet the needs of business and individuals.

Programmatic outcome metrics are in development for upcoming program years; however, Incite expects the subrecipient(s) to be held to program interdependency metrics, ensuring that subrecipient(s) are working cohesively as a unified and collaborative workforce system. Please see the attached performance projections sheet for possible metrics.

Reporting Expectations
Subrecipient(s) will be required to record business, event and participant-level data required for tracking services and outcomes.

Adult/Dislocated Worker Services and Youth Services subrecipient(s) will submit written reports quarterly. The Business Services subrecipient will submit written reports monthly. These reports will include progress toward performance goals, fiscal reporting and participant success stories. Incite may request additional information and/or reports more frequently as needed. All subrecipients are expected to report monthly expenditures.

Performance reporting under the WIOA is currently being developed by the Federal Department of Labor. Programs funded under the WIOA will be held to these measures in the future. Additionally, Incite is currently working on a balanced scorecard approach in evaluating workforce services. Subrecipients will be expected to report on activities and outcomes, following the approval of this reporting model.
Part VI: Proposal Options

Requirements to be a Qualified Applicant

Incite cannot enter into contract negotiations with an organization that is not legally established to conduct business within the State of Oregon or is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For this reason all applicants must be determined to be qualified in order to receive a contract to deliver services in the Mid-Valley Workforce Area. This is evaluated through a pass or fail Administrative Capacity review, which determines the organization’s ability to manage contracted federal funds.

Below are the Administrative Capacity Document requirements. The documents specified in this list will be reviewed to determine if the organization is qualified. There are two scenarios for providing the mandatory Administrative Capacity Documents: 1) proposer and fiscal sponsor are the same entity; or 2) proposer and fiscal sponsor are different entities.

Note: The Administrative Capacity Documents are excluded from the formatting requirements described in this solicitation and does not count toward the page limit.

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<table>
<thead>
<tr>
<th>Administrative Capacity Document</th>
<th>Applicant and Fiscal Sponsor are the Same Entity</th>
<th>Proposer and Fiscal Sponsor are Separate Entities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Documents Required:</td>
<td>Documents Required:</td>
</tr>
<tr>
<td>A copy of the organization’s W-9</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>The organization’s most recent audited financial statements (at minimum within the last two years) including accompanying letters or if not required, evidence sufficient to demonstrate that the organization has the capacity to properly administer funding that meets all federal, state and local laws, regulations and policies.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Current job description(s) or resume(s) for staff in financial management or oversight position(s) with responsibility for performing key grant accounting and financial reporting functions</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Copy of documentation proving legal entity</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Requirements</td>
<td>A</td>
<td>B</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>(Articles of incorporation, 501(c)(3) letter, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resume of Chief Executive Officer (or similar positioned officer) of applicant organization</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Copy of organization’s timekeeping policies and procedures that address tracking employee time and associated personnel costs by activity and funding source</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Copy of organizational chart</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>The organization’s insurance certificate providing evidence of coverage for: General Liability, Professional Liability, Worker’s Compensation, Motor Vehicle, Property and Equipment, and Employee Dishonesty</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>A description of how the organization currently performs prospective employee background checks, or how it will ensure that background checks are performed</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>The organization’s Code of Conduct</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

**Qualified Applicant Status**

An applicant will only submit one set of Administrative Capacity Documents and Administrative Capacity Checklist, even if applying for multiple proposal packages. Incite staff or an advisory group will review the information listed above. Once a determination regarding the applicant’s eligibility is made, it will apply to all proposal packages.

Applicants that do not pass the Administrative Capacity review will not be considered for contracted services and will be notified. An applicant may not appeal the Administrative Capacity review outcome.

If an applicant is determined to be qualified, under the review of the Administrative Capacity Documents, a qualified status will be applied to all proposal package submissions made by that applicant.

**Proposal Packages**

<table>
<thead>
<tr>
<th>Proposal Package</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Package A</td>
<td>Youth Workforce Development Services</td>
</tr>
<tr>
<td>Proposal Package B</td>
<td>Adult/Dislocated Worker Services</td>
</tr>
<tr>
<td>Proposal Package C</td>
<td>Business Workforce Development Services</td>
</tr>
</tbody>
</table>

Applicants should complete the proposal package(s) that are of most interest to their organization. A qualified applicant may be awarded under multiple proposal packages. In the
event of multiple awards to a single entity, agreements will be made through separate contracts. Proposals should respond directly to the information contained in each proposal package.

Applicants are encouraged to review each proposal package carefully. Proposal packages are Attachments to this document.

**Budget Template Instructions**
Applicants must complete the applicable budget template for submission with each proposal package. A separate budget template is provided for each of the three proposal packages. Applicants who submit more than one proposal package should describe plans to coordinate funding in the budget narrative.

*Note: Business Services Budget Template Instructions*
To complete the budget sheet, applicants to the Business Services proposal package must list all expenses that are dedicated to the WIOA Youth work experiences in the ‘Work Experience’ column. This may include expenses related to personnel, travel, etc. Business Services applicants must ensure work experience expenses are no less than $197,000.

**Budget Narrative Requirements**
Applicants must submit a budget narrative that describes the requested funding in greater detail for each item listed in the budget template. The budget templates are distinct from one another and may not contain a line for every item described below. If the budget template does not have a line for an item, applicants are not to include this in their budget narrative.

For example: The adult/dislocated worker budget template does not include participant incentives as a line item. This is not a feature of adult program; therefore no funding would be dedicated to this purpose in an Adult program. Therefore, an applicant to the adult/dislocated worker proposal package would not address this in their budget narrative as it does not apply.

Please provide the following details in the budget narrative on the applicable line items as requested below.

- **Personnel & Fringe** - Applicants must describe the title of each position funded, name of individual (if known), annual salary of each position, the percentage of time that the individual will dedicate to the program, the amount of each person’s salary funded by the program, and total personnel costs for the period of performance under this award. Applicants must describe the breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, FICA, retirement contributions, etc.
- **Travel** - Applicants must provide an estimate including the purpose, mileage, and per diem. Applicants will be required to seek prior approval for all out-of-state travel.
- **Equipment** - Applicants must describe any anticipated equipment with an estimated acquisition cost of $5,000 or more per unit and the purpose of such equipment.
- Supplies - Supplies include all tangible personal property other than equipment. Applicants must describe each item (i.e. office supplies, desks, phones, etc.) and associated costs in the budget narrative.
- Contractual - Identify each proposed contract and specify its purpose and estimated costs. Applicants must describe if this cost supports the programs with direct participant services (such as a contract to provide financial literacy services to participants) or if the cost supports the program through professional services (i.e. IT Support).
- Other - List each item in sufficient detail for Incite to determine if costs are allowable and justifiable within the proposed scope. Applicants must describe the anticipated expenses in each category, quantity of individuals served, and maximum expenditures in each category per individual.

**Direct Participant Expenses**
- Individualized Education Service Payments - payments made to outside vendors for the purpose of supporting participant education and training activities that do not require an Individual Training Account.
- Supportive Service Payments - payments made to a vendor to offset the personal living expenses of a participant so that a participant may continue participation in the program. These payments can only be made when no other community resources exist to cover this expense.
- Individual Training Accounts - funds paid to a vendor for the purpose of allowing a participant to attend training at an Eligible Training Provider to pursue a degree or certificate.
- Wage Reimbursements - funds paid to a business to offset the extraordinary cost of training an employee. On-the-Job Training agreements are for full-time, permanent positions and are intended for the long-term retention of an individual. Work Experience Agreements are intended to support a 200 hour opportunity, with no expectation of employment retention with the business.
- Participant Stipends - funds paid to an individual in a work experience hosted by a government or non-profit organization. These funds are performance-based and must be connected to the individual’s performance at the work experience. They may not be connected to hours completed.
- Participant Incentives - funds used to incent a participant to accomplish a specific pre-defined goal. Incentives are only available to the WIOA Youth participants.

**Additional Expenses**
- Outreach and Program Promotion - summarize expense categories and anticipated expenses for each category (i.e. Chamber or Rotary memberships, printed materials, website expenses).
- Staff Development - describe the anticipated areas of development to occur during the program year.
- Facilities - describe the costs for rent and maintenance of the facilities that the program resides in, required by the applicant. Adult/Dislocated Worker and Business Services
subrecipient(s) are required to be located in WorkSource Centers and the expense of facility rent and maintenance will be provided by Incite and should not be included by those applicants.

- **Overhead Rate** – If your organization has a Federally Approved Indirect Cost Rate Agreement, please provide a copy of the agreement with a description of the costs included (ie: audit, accounting, human resources, etc). If overhead costs are requested, applicants must describe the activities to be covered and included in their written cost allocation plan.

- **Profit** - is not to exceed 10% of program costs (not including the overhead costs).

Applicants submitting more than one proposal package must describe their plans to coordinate multiple awards under this solicitation to increase efficiencies and improve service delivery. In addition, applicants who are able to provide a match or leverage are encouraged to describe the funding source, amount, and budget line supported by additional funds.

*Personnel Note:* Incite strongly encourages all applicants to consult [www.qualityinfo.org](http://www.qualityinfo.org) occupational wage information to ensure that proposed staff salaries are in line with Mid-Valley wages.

**References**
Applicants are encouraged to provide business references with the proposal that can attest to quality of services provided, customer service, long-term relationship building and best practices.

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**Part VII: Proposal Review Process**

Incite staff or an advisory group of the Mid-Valley Workforce Board will first examine the Administrative Capacity Documents. If it is decided that it is complete and adequate, the proposal will move forward to a review panel for scoring.

A review panel will evaluate the proposals based on the points as established in the narrative section. The review panel’s recommendation will be forwarded to the Incite Board of Directors for final approval on April 27, 2016. The selected subrecipient(s) will be required to present on their organization and services to the Workforce Board post award notification. Dates to be determined.

**Proposal Scoring**
The following criteria will be used to score each submitted proposal:

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Design &amp; Delivery</td>
<td>75</td>
</tr>
<tr>
<td>Administrative Structure</td>
<td>10</td>
</tr>
<tr>
<td>Budget Narrative &amp; Performance</td>
<td>15</td>
</tr>
</tbody>
</table>
References, as well as prior contract history and performance with Incite, may be considered during the review.

Part VIII: Administrative Details

Timelines

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 8, 2016</td>
<td>Request for Proposals published on Incite website</td>
</tr>
<tr>
<td>March 9, 2016 – 5:00pm</td>
<td>Question and Answer Period Ends</td>
</tr>
<tr>
<td>March 11, 2016 – 12:00pm</td>
<td>Proposals Due</td>
</tr>
<tr>
<td>March 11, 2016 – April 27, 2016</td>
<td>Review Period</td>
</tr>
<tr>
<td>April 27, 2016</td>
<td>Provisional Award Notices Announced</td>
</tr>
<tr>
<td>May 7, 2016 – 11:59pm</td>
<td>Appeal Deadline</td>
</tr>
<tr>
<td>July 1, 2016</td>
<td>Contract Start Date</td>
</tr>
</tbody>
</table>

All times listed above are in Pacific Standard Time.

Questions

All questions regarding this request for proposals must be submitted via email with the following subject “RFP Inquiry” to: RFP@inciteworks.org. Questions received after the request for proposals has been published and before Wednesday, March 9, 2016 at 5:00pm will be responded to within three business days. Questions and answers in the “Questions and Answers” section on the Request for Proposals page of Incite’s website. Questions received after the date and time above will not be answered.

Proposal Submission

Incite must receive the proposal and all related documents marked “(Name of Applicant) Proposal” no later than 12:00pm, Friday, March 11, 2016. Proposals must be mailed or delivered to the address below. Proposals delivered via email will not be accepted. The timely delivery of a proposal is entirely the responsibility of the applicant. Proposals postmarked on or before the due date but delivered after the due date or time will be considered non-responsive. Proposals hand delivered after the due date or time will be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward response to each question. Elaborate or expensive bindings, colored displays or promotional materials are not desired.

Applicants must submit Administrative Capacity Documents separately from applicant proposal package materials. Applicants are only required to submit Administrative Capacity Documents as one paper copy and one electronic (on a flash drive) copy in order to be considered for qualified applicant status.

Applicants must submit ten (10) paper copies and one (1) electronic copy, on a flash drive, for each Proposal Package submission.
Submissions must contain the items below in order:

1) Qualified Applicant Documents
   a) Cover Page (signed in blue ink by an official authorized to represent and bind the organization) including street address and email for official correspondence
   b) Table of Contents
   c) Administrative Capacity checklist (whichever one applies)
   d) Administrative Capacity documentation

2) Proposal Package Contents (if an applicant chooses to bid on more than one option, each proposal packages are required to follow this format)
   a) Title Page indicating Proposal Package Option
   b) Narrative Responses (page limit applies)
   c) Youth Services: 16 Elements worksheet *(applies to Youth applicants only)*
   d) Budget
   e) Budget Narrative
   f) Performance Projection Sheet
   g) References

All materials must be received at the following address by the submission deadline:
Incite Incorporated
626 High St. NE, Suite 305
Salem, OR 97301

Incite Incorporated will send a confirmation acknowledging receipt to the email address on the cover page.

Formatting
Narrative portions of proposals must be no more than forty (40) pages, double-spaced, single sided, Arial font size 12, and one-inch margins on all sides. Page numbers are to be included in the bottom right hand corner of the document. Page limitation applies only to the narrative responses of each Proposal Packages A, B, and C.

Withdrawal
A submitted request for proposals response may be withdrawn at any time. A written request to withdraw the response must be submitted electronically to: RFP@inciteworks.org.

Award Notification
Provisional award results will be sent via email on or before, April 27, 2016.

Contract Detail
Profit may be earned by commercial organizations or non-profit organizations, based on achievement of performance levels negotiated at the time of contract, provided that profit is
reasonable and not excessive. A reasonable profit objective is defined as no more than ten (10) percent. Non-profit organizations must consider the profit as program income following applicable federal regulations.

Each subrecipient will be required to provide assurances and certifications that it will comply with certain Federal, State, and local laws, regulations, requirements and procedures when implementing services funded by the WIOA. Such assurances and certifications are provided in the sample contract.

The applicant is strongly encouraged to review the sample contract that will be placed on Incite’s RFP webpage on January 8, 2016, to ensure that this boilerplate language will not prohibit contract execution after the proposal is written, submitted and selected for funding.

**Appeals Process and Procedure**

The process for appealing an award is as follows: All appeals must be submitted electronically to RFP@inciteworks.org by May 7, 2016 at 11:59 pm (Note: all appeals are public information). Incite may reject without consideration any appeal that is submitted after the May 7, 2016 deadline.

In order for an appeal to be considered it must show that a substantial portion of the request for proposals process or a federal or state law was violated. Only appeals that cite the specific section(s) of the request for proposals or specific statutes that have been violated will be considered. Proposal rating scores may not be appealed. The mere fact that a proposal was not recommended for funding is also not open to an appeal. An appeal request will be responded to within 30 days of receipt.

During any part of the appeal review, the appellant may be asked to clarify or amplify statements as well as provide proof of claims or other statements. Any such requests must be fully responded to within the time designated by Incite. In the event an appellant fails to respond, the appeal will be dismissed and no further appeal will be accepted.

The Chief Executive Officer and the Chief Operating Officer will review the appeal, make a determination and issue a written response that is intended as a complete and final answer to the appeal.

**Part IX: Disclaimers and General Provisions**

1) This request for proposal does not commit Incite Incorporated to award a contract.

2) Incite reserves the right to accept or reject any or all proposals received.

3) Incite reserves the right to waive informalities and minor irregularities in proposals received.
4) Incite reserves the right to request additional data or oral discussion or documentation in support of written proposals.

5) Incite reserves the right to request an oral presentation after receipt of a proposal.

6) All solicitations are contingent on availability of funds.

7) Incite may accept any item or group of items of any offer, or award more or fewer dollars than the price bid.

8) Incite may negotiate a modification of services to be delivered with the selected applicant.

9) Applicants to this request for proposals are advised that most documents in the possession of Incite are considered public record and subject to disclosure under the federal and state public records law.

10) The contract award will not be final until Incite and the selected applicant have executed a mutually satisfactory contractual agreement. No program activity may begin prior to final Incite approval of the award and execution of a contractual agreement between the selected applicant and Incite Incorporated.

11) Proposals submitted for funding consideration must be consistent with, and if funded, operated according to, the Federal WIOA legislation, all applicable federal regulations, State of Oregon policies, laws, regulations and Incite Incorporated policies.

12) Incite may choose to take into account other factors including but not limited to geographical considerations, leveraging of outside resources and target populations, in order to assure an appropriate mix of resources for the community when awarding contracts under this request for proposals.

13) Incite reserves the right to modify or alter the requirements and standards set forth in this request for proposals based on changes or modifications in program requirements mandated by state or federal agencies.

14) Incite reserves the right to immediately cancel an award if new state or federal regulations or policy makes it necessary to change or alter the program purpose or content substantially, or to prohibit such a program.

15) Incite reserves the right to determine both the number and the funding levels of contracts finally awarded. Such determination will depend upon overall funding availability and other factors arising during the proposal review process. The proposal warrants that the costs quoted for services in response to the request for proposals are not in excess of those that would be charged any other individual for the same services performed by the applicant.
16) All applicants must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act.

Part X: Attachments

The attached forms and templates have been developed for applicants’ use.

- Cover Page
- Administrative Capacity Checklist
- Administrative Capacity Checklist with Separate Fiscal Sponsor
- Proposal Package A: Youth Services
- Budget Template – Youth Services
- Youth: 16 Elements Worksheet
- Proposal Package B: Adult/Dislocated Worker Services
- Budget Template – Adult/Dislocated Worker Services
- Proposal Package C: Business Services
- Budget Template – Business Services
- Performance Projections
- Title Page
- Reference Sheet
- Sample Contract (For applicant information and review only)
STATEMENT OF WORK
Incite Inc. is soliciting proposals from qualified applicants that have the capacity, experience, and the community networks necessary to operate comprehensive year-round services for youth and young adults between the ages of 16 and 24. Programs funded under this request for proposals (RFP) will operate under the provisions of the Workforce Innovation and Opportunity Act (WIOA) and serve the WIOA eligible youth and youth previously enrolled in the Workforce Investment Act who remain active in services.

The purpose of the local WIOA funded Youth Services is to ensure that the Mid-Valley Workforce Area has a strong emerging workforce. The Mid-Valley seeks to be a leader in empowering “Opportunity Youth” (young adults age 16-24 who are disconnected from school and work) to achieve short and long-term goals that lead to obtaining employment. Incite seeks to align the workforce system for young adults in Linn, Marion, Polk, and Yamhill counties to easily access education and training to allow additional young adults to productively engage in the workforce system.

The WIOA seeks to serve young adults who are most in need of services. These young adults endure any number of barriers including, but not limited to, parenting, lack of a high school diploma or general education diploma (GED), basic skills deficiency, homelessness, involvement in the foster care system, or involvement with the juvenile justice system.

The WIOA Youth Services provide opportunities for our communities’ young adults to access the support and skills training necessary to become successful members of the workforce. These WIOA services empower young adults to overcome barriers to achieve their high school diploma or GED and gain employment, resulting in communities of skilled young adults who meet the expectations of local business.

Young adults enrolled in the WIOA Youth Services are provided with an opportunity to complete their high school education or GED, participate in work experience, learn financial responsibility, develop essential skills, and transition into their next steps with a full year of follow-up services.

A minimum of 75% of participants must meet out-of-school eligibility requirements under the WIOA. All subrecipients are required to meet this enrollment minimum throughout the program year 2016-17. Youth Services in the Mid-Valley Workforce Area have historically demonstrated a cost-per-participant range of $1,500 to $3,000 annually.

SUBRECIPIENT DUTIES
The Mid-Valley Workforce Board seeks to empower young adults and prepare them for success in the workplace by funding services that:

- Provide innovative experiences that help young adults gain marketable skills
- Connect young adults with education and career choices
- Increase awareness of and connections to various in demand industries and occupations
- Assist young adults in connecting with other resources and services as appropriate
Proposal Package A – Youth Services

- Provide a holistic approach to serving young adults that encompasses mental, physical, and social development
- Develop appropriate linkages and formalize collaborative relationships with other entities that possess the expertise and resources relevant to the needs of the target population
- Focus on youth development and prevention of detrimental risky behaviors
- Utilize best practices to support participant success
- Align with other youth-serving institutions or social service organizations in order to ease access, reduce duplication, close service gaps and promote collaboration
- Meet equal opportunity requirements for service delivery.

PROGRAM CONSIDERATIONS

Program Elements
The WIOA has identified 14 elements that are key to the professional development of young adults. All of these elements must be made available to any participant who requests the service. In addition, the Mid-Valley Workforce Area has identified two additional elements that are essential for young adults to be successful in the Workforce Area, representing a total of 16 elements for applicants to consider in their proposals. Of these 16 elements, nine are required for all participants and seven must be made available and utilized as needed.

Required Elements
All programs are required to design and deliver the following nine program elements to each participant. The program may implement each element directly or the program may utilize formalized partnerships to align elements.

1. Career Exploration: The process by which participants investigate occupations and the skills needed to attain employment in those fields. Programs should ensure career exploration activities include exposure to the Mid-Valley's targeted sectors. Career exploration activities must involve an education component that integrates information regarding labor market demand, trends and occupational requirements.

2. Pre-Employment Training: Engagement activities that provide participants with foundational skills needed to find employment. This includes how to write a résumé, interview skills, appropriate attire, and networking. Best practices and innovative strategies should be utilized to effectively teach these skills.

3. Re-Engagement in Education: Participants must be engaged in the completion of a high school diploma or equivalent. A high school diploma or an equivalent is a foundational aspect of work readiness. There are several resources such as Adult Basic Education, school districts, alternative schools, and other education organizations in each county that provide these services. Programs are expected to work with local entities that can effectively provide the opportunity to complete a GED or earn a high school diploma.

4. Comprehensive Guidance and Counseling: This is often a supportive relationship between program staff and a participant. It is designed to empower young adults to take
action toward self-sufficiency. This is not taking action for the participant, but providing information to empower the participant to connect with resources needed to accomplish their goals. This may include referrals to mental health services, drug and alcohol counseling, etc. Programs should have established relationships with local entities to ensure participants have access to these quality services.

5. **Financial Literacy:** These workshops empower young adults with the knowledge and skills to be financially stable. Topics should include budgeting, saving, introduction to financial institutions, credit, and financial aid. Participants should also be made aware of local resources. Best practices and innovative strategies should be utilized to effectively teach these skills.

6. **Work Experience:** Work experience is offered through the Business Services subrecipient, but must be supported through coordinated effort with the youth subrecipient(s). Work experience provides participants with an opportunity to develop skills, explore occupations, and begin networking. Youth Services prepare participants for their work experience by delivering the Rethinking Careers curricula, and support the participant throughout the experience.

7. **Job Search Assistance:** This activity must occur in connection with a WorkSource Center. Through job search assistance, participants can learn about and connect to businesses hiring in the area.

8. **Follow-Up Services:** This is a collection of all services that are designed to support participants once a goal has been achieved, and retain their position as an employee or post-secondary student. These are available for at least 12 months after completing the program to ensure a successful and seamless transition for the participant.

9. **Support Services:** Support services are payments for personal expenses to ensure the individual remains in the program. Existing community resources should always be utilized first. These payments may include items such as: transportation costs, rent, clothing, etc.

**Elements to be Offered as Needed**

These additional seven elements are to be available to all participants and provided as needed. Programs may implement these elements directly or through a formalized partnership with a partnering agency in order to reduce duplication and align local services.

1. **Tutoring:** Study skills training and practice assists participants in developing essential math and reading skills. These services also empower young adults to complete their high school diploma, equivalent, or other recognized certifications including post-secondary credentials.

2. **Occupational Skills Training:** This training is for a specific occupation. Programs should focus occupational skills training to align with the Mid-Valley Workforce Area’s targeted sectors with an emphasis placed on training that leads to a recognized credential.
Proposal Package A – Youth Services

3. **Contextualized Education**: This is an educational service offered concurrently with, and in the same context, as workforce preparation activities and training for a specific occupation or occupational cluster.

4. **Leadership Development**: These activities provide participants with the chance to take on new roles and responsibilities while encouraging responsibility, accountability, employability and other positive social behaviors. Examples may include service learning, civic responsibility, volunteering, and peer mentoring.

5. **Adult Mentoring**: This provides a participant with the opportunity to develop a relationship with an adult who provides a positive role model for educational skills, work skills, personal skills, or social skills outside of case management.

6. **Entrepreneurial Skills Training**: This training empowers young adults with necessary knowledge and skills needed to start and grow a business.

7. **Post-Secondary Preparation**: These activities prepare young adults for the transition to post-secondary education and training.

**AVAILABLE FUNDING**

**Workforce Innovation and Opportunity Act Funds**
Funding comes from the Department of Labor, through the Department of Community Colleges and Workforce Development. Contracts are anticipated to begin Program Year 2016 (July 1, 2016 through June 30, 2017), with the potential to renew annually until June 30, 2021, based on funding availability and contractor performance.

Exact funds available in this request for proposal will not be known until late Spring 2016. Applicants should use the funding estimates below for their proposals. Incite will negotiate final budgets and corresponding deliverables with the successful subrecipient(s) based on availability of resources.

<table>
<thead>
<tr>
<th>County</th>
<th>Estimated Funding Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linn</td>
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<tr>
<td>Marion</td>
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</tr>
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<td>Yamhill</td>
<td>$260,000</td>
</tr>
</tbody>
</table>
NARRATIVE RESPONSES
The proposal must address all items listed below. In addressing each one, do so in consecutive order, by re-typing each question with its number first, then responding to the item right below it. Note that each question will be scored separately. Therefore, answer each question completely.

Program Design and Delivery (75 points possible)
1. Describe your program’s target population. Be sure to include specific barriers participants face and explain why they need support to be successful in the workforce.

2. Describe in detail your strategies for outreach, recruitment, enrolling and orienting young adults to your program. Please identify any unique timelines.

3. How will your program determine if it is a good fit for individual young adults? What are the next steps if young adults are not enrolled or eligible in your program?

4. Describe in detail how your program will implement each of the program design requirements described in the WIOA sec. 129(c)(1).

5. Please describe how the individual described below would progress through your program. Be specific regarding hours of programming, curricula and tools used as well as staff involved in the process. Identify any innovative feature(s) in your design.

   Alex is a 19 year old male, high school graduate. He lives with his parents at home. He has no work history and is involved with the juvenile court system. He has a 10th grade reading level and a 12th grade math level. He would like to go to college or advanced training.

6. Please complete the “Youth: 16 Elements” worksheet available online on Incite’s RFP webpage. For services provided by partners, describe your relationship with the organization providing the service. Describe how referrals will be made and how your organization will ensure that quality services are provided.

7. Identify your program’s approach to ensure participants retain employment and/or persist in post-secondary education. How will you maintain contact with participants and assist them during the follow-up period?

8. Develop an Individual Service Strategy (ISS) for the participant listed below. The ISS should include the participant’s career pathway, as well as educational and employment goals. Describe any and all services that you would provide or facilitate to help the participant achieve the stated goals or to overcome any identified barriers. Be specific in all aspects of this ISS. Describe in detail who will provide each service identified, along with who will cover the cost of that service.
Ricky is a 22 year old male with a severe learning disability. He graduated from high school with a modified diploma and has no work experience. He has 6th grade math and reading levels. He is interested in finding a job and enjoys working with people.

9. Develop an Individual Service Strategy (ISS) for the participant listed below. The ISS should include the participant’s career pathway, as well as educational, and employment goals. Describe any and all services that you would provide or facilitate to help the participant achieve the stated goals or to overcome any identified barriers. Be specific in all aspects of this ISS. Describe in detail who will provide each service identified, along with who will cover the cost of that service.

Maria is a 20 year old transgender female who aged out of the foster care system. She dropped out of high school and has 11th grade math and reading levels. All Maria wants is a job.

10. Describe how your organization will partner/collaborate with community-based organizations, service providers, and other WIOA-mandated partners to align efforts, leverage funds to maximize limited resources and integrate services to avoid/reduce duplication.

11. Describe your program’s plan to implement continuous improvement elements into program design and service delivery. Include any tools, activities, and other resources utilized for continue improvement.

12. Describe how your program design and budget would be modified if the WIOA Youth funding should be increased by 25% next program year. Also describe how your program design and budget would be modified if WIOA Youth funding should be decreased by 25% next program year.

13. Describe how your new program is designed to adapt to and comply with the adoption of new regulations.

14. Describe your program’s practices, procedures, and/or policies that ensure data entry is completed in a timely manner and accurate records are kept.

15. Describe the experience your management staff has in working through large system change, and strategies used to continue effective operations.

Administrative Structure (10 points possible)

16. Describe the professional qualifications of program staff. If staff are not currently employed for this purpose, please describe the minimum qualifications for key personnel and how you will assure staff will be hired, trained and ready to provide services beginning July 1, 2016.
Proposal Package A – Youth Services

17. Please identify the tools, procedures, policies, and safeguards that are in place to ensure that federal and government funds are expended only on allowable activities and eligible participants?

BUDGET, BUDGET NARRATIVE AND PERFORMANCE

(15 points possible)
Please complete the attached “Youth Services Budget Template” and “Performance Projection” sheet. A Budget Narrative must also be submitted with the proposal.

Evaluation will be made on reasonableness and cost efficiency of the budget request, adequate and justifiable description of expenses in the budget narrative and alignment with key performance projections.
STATEMENT OF WORK
Incite Inc. is soliciting proposals from qualified applicants that have the capacity, experience, and the community networks necessary to operate comprehensive year-round services for adult/dislocated workers. Programs funded under this request for proposals (RFP) will operate under the provisions of the Workforce Innovation and Opportunity Act (WIOA) and serve the WIOA eligible individuals and individuals previously enrolled in the Workforce Investment Act who remain active in services.

The purpose of the WIOA Adult/Dislocated Worker Services is to meet the needs of local business through assisting individuals in finding, obtaining and retaining employment, exploring training opportunities, and increasing workplace skills. All of these services are performed under the umbrella of WorkSource Oregon in cooperation with the Oregon Employment Department.

WorkSource Oregon services are supported by various partners through an integrated service delivery model. Applicants unfamiliar with Oregon’s common enrollment and exit model are highly encouraged to research performance impacts prior to preparing a proposal.

WorkSource Center services fall into four essential categories: exploratory, career, training and Business Services. Job seekers can access quality employment services online or in WorkSource Centers through a “common front door” that connects them to the appropriate services.

Businesses in the Mid-Valley Workforce Area are the primary customers for the WorkSource Centers. The WIOA emphasizes the role of the one-stop delivery system, which is the role of the WorkSource Oregon Centers, the cornerstone of public workforce investment, which requires enhanced, focused coordination among several key programs, such as employment, education, and training. The goal is to provide businesses with a highly valued talent resource so that they can grow by providing individuals the support they need to find and retain good jobs.

SUBRECIPIENT DUTIES
The Mid-Valley Workforce Board seeks to meet the demands of business by assisting individuals through appropriate day-to-day service delivery by funding a subrecipient(s) that will:

- Develop a staffing plan in coordination with Oregon Employment Department Management that provides an efficient, cost-effective service design, provides support for the Exploratory and Career Services, and enables the WorkSource Centers to be flexible to meet changing demand and quickly respond to emerging needs and opportunities including accommodating non-English speaking participants.

- Achieve seamless alignment of individual employment and training participant services provided in the WorkSource Centers in the Mid-Valley Workforce Area. The WIOA Adult/Dislocated Worker services authorized under this subtitle include the provision of employment, education and training and supportive services. Participants will be able to access services through a fully-integrated one-stop delivery system.

- Develop and implement a service strategy that is customer centric and leads to successful acquisition of individual career and employment goals.
• Provide quality career and training services to assist eligible individuals to find and qualify for employment.

• Coordinate with the Oregon Employment Department to provide workshops in the WorkSource Centers. The following workshops must be provided at a minimum: Résumé Development, Interviewing Skills, Networking/Social Media, Essential Skills and Basic Computer Skills. The workshops offered in the WorkSource Centers should reflect the skill development needs of the participants. Subrecipient(s) will evaluate the need for workshops in additional languages at each location and provide them according to demand. Incite must approve the content of any materials intended for use in the WorkSource Centers. Incite has fully developed workshops on a number of topics. The subrecipient(s) may use them and assume the cost of printing workshop booklets.

• Coordinate with Incite’s Director of Adult Impact on a continual basis about best practices regarding the WIOA service delivery, cost efficiencies, budget management, effective partnerships, management of Incite contracted funding streams outside of the WIOA, Incite’s strategic direction and initiatives, and any other related matters in order to ensure the best possible service delivery in the WorkSource Centers in compliance with all WIOA, state and local laws, regulations, Incite policies, WorkSource Operational Standards, Incite procedures and strategic direction.

• Supervise and provide subrecipient staff with the knowledge, skills and abilities needed to serve a diverse population, be effective ambassadors for WorkSource Oregon and effectively deliver services face-to-face and in group settings.

• Coordinate referrals and services to participants in On-the-Job Training Services that are offered through the Business Services subrecipient. These services must be supported through coordinated effort with the Adult/Dislocated Worker subrecipient(s).

• Ensure that subrecipient staff is trained to guide and encourage participants to view themselves as capable of taking control of their own lives and making the decisions necessary to achieve their goals.

• Ensure that all subrecipient staff is trained to promote continuous participant engagement in appropriate services.

• Ensure continuous improvement of service delivery.

• Ensure that all subrecipient staff is trained on federal law, regulations and policies, state policies, and Incite policies and standards.

• Ensure that subrecipient staff perform complete, accurate and timely data entry that is compliant with the WIOA and the local area’s reporting requirements and allows for reports that contribute to performance improvement.

• Ensure that subrecipient staff are trained on the I-Trac user training as well as all training required by the Oregon Employment Department for access to the State’s participant registration system. Staff will be required to sign and comply with both I-Trac and Oregon Employment Department system user agreements.

• Ensure that subrecipient staff maintain hard-copy case files where required and that documentation required by the I-Trac data management system, the WIOA, and the local
Proposal Package B – Adult/Dislocated Worker Services

Workforce Area is filed in an orderly fashion.

- Participate in Local Leadership team meetings to ensure maximum cooperation and efficiency in service delivery.
- Offer Rapid Response services delivered to businesses and employees of companies that are experiencing downsizing through layoffs or closure. The selected Adult/Dislocated Worker subrecipient(s) will be expected to assist with coordinating outreach teams.
- Meet equal opportunity requirements for service delivery.

PROGRAM CONSIDERATIONS

Delivery of Adult/Dislocated Worker Services

There are four types of WIOA services provided to individuals in the WorkSource Centers. These are Self-Directed services, Basic Career services, Individualized Career services and Training services. All services must be tracked in the Workforce Area’s management information system called I-Trac. The subrecipient(s) will coordinate and oversee the delivery of these services.

Below outlines the four classifications of the WIOA Adult/Dislocated Worker Services, their definitions, and examples.

1. Self-Directed Services - Services or activities available to all individuals with little or no staff involvement. (Does not require eligibility verification before receipt. Participant is not enrolled in the WIOA and is not included in the WIOA outcome measures.)

   o Services or activities that:
     - Are readily available and accessible to the general public in a WorkSource Center or online;
     - Are designed to inform and educate eligible registrants about the labor market, their employment strengths and weaknesses, and the range of services appropriate to their situation; and
     - Do not require significant staff involvement with the individual in terms of resources or time.

   o Examples of Center services that fall within this category include:
     - Initial assessments
     - Eligibility determination
     - iMatchSkills profile completion
     - WorkSource online resources
     - Self-service labor market information
     - Referral to programs outside of the WorkSource Center

2. Basic Career Services - Services or activities in which staff involvement is participant-specific, or personalized. (Requires eligibility verification before receipt of services. Participant is enrolled in the WIOA and included in the WIOA outcome measures.)
Proposal Package B – Adult/Dislocated Worker Services

- **Services or activities that:**
  - Assist participants in deciding on appropriate next steps in their search for employment, training, and related services, including job referral; or
  - Assist participants in assessing their personal barriers to employment; or
  - Assist participants in accessing other related services necessary to enhance their employability and individual employment related needs.

- **Examples of WorkSource Center services that fall within this category include:**
  - Comprehensive/Specialized Assessments
  - Career Planning
  - Financial Literacy
  - Workshops:
    - Résumé Development,
    - Basic Computer Skills,
    - Interviewing Skills,
    - Networking/Social Media,
    - Essential Skills

3. **Individualized Career Services** - Services or activities that are designed to provide more individualized one-on-one interaction with Adult/Dislocated Worker staff, provide appropriate/additional-training or skill development, or require that a payment is made on behalf of the participant; staff must create an Individual Employment Plan with each participant in Individualized Services. (Requires additional eligibility documentation before receipt of services.)

- **Services may include:**
  - Career Planning
  - Development of an Individualized Employment Plan (IEP)
  - Determination of need for support services and needs related payments
  - Short-term vocational trainings resulting in an industry-recognized credential
  - Pre-Apprenticeship training

4. **Training Services** - Services where the participant receives Adult/Dislocated Worker or partner-funded occupational skills training from an Eligible Training Provider or employer. (Requires a participant to have completed documentation regarding the demonstrated need for training before receipt of services.)

- **Services or activities that are:**
  - More than 40 hours in length and may provide the participant with a credential or industry-recognized certification.

- **Examples of WorkSource Center services that fall within this category include:**
  - Occupational skills training, including training for non-traditional employment;
  - Programs that combine workplace training with related instruction, which may include cooperative education programs;
  - Training programs operated by the private sector;
Proposal Package B – Adult/Dislocated Worker Services

- Apprenticeship programs; and
- Adult education and literacy activities in combination with other training (for example, Vocational English as a Second Language, or VESL).

Training services have additional requirements. In order to receive training funds (called Individual Training Accounts in the WIOA), an Adult/Dislocated Worker participant must: have been determined by assessment, interview, career planning and evaluation to be in need of training services and have the skills and qualifications to successfully participate in the selected program of training services; have selected a program of training services directly linked to the employment opportunities in the local Mid-Valley Workforce Area or in another area in which the participant is willing to relocate; be unable to obtain other grant assistance for such services; and have selected a training that is on the Eligible Training Provider List (ETPL).

In addition to the services listed above, the WIOA also allows two additional types of payments to participants: supportive services and needs-related payments. Due to limited WIOA funding, Incite does not anticipate extensive use of Supportive Services and payments into the future. Needs-related payments are not used in the local Workforce Area. Incite encourages balanced funding spent directly on participants leveraged with other community resources which are not directly spent on participants, such as career coaching, a quality Individual Employment Plan and similar services, to meet these needs.

AVAILABLE FUNDING

Workforce Innovation and Opportunity Act Funds
Funding comes from the Department of Labor, through the Department of Community Colleges and Workforce Development. Contracts are anticipated to begin Program Year (PY) 2016 (July 1, 2016 through June 30, 2017), with the potential to renew annually until June 30, 2021, based on funding availability and contractor performance.

Exact funds available in this request for proposals will not be known until late Spring 2016. Applicants should use the funding estimates below for their proposals. Incite will negotiate final budgets and corresponding deliverables with the successful subrecipient(s) based on availability of resources.

<table>
<thead>
<tr>
<th>County</th>
<th>Center</th>
<th>Estimated Funding</th>
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<tbody>
<tr>
<td>Linn</td>
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<td>WorkSource Lebanon</td>
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<tr>
<td>Yamhill</td>
<td>WorkSource Yamhill</td>
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</tr>
</tbody>
</table>

The following table indicates the number of participants who were enrolled in WorkSource
Proposal Package B – Adult/Dislocated Worker Services

Center services under the former law, the Workforce Investment Act (WIA), in program year 2014 (July 1, 2014 through June 30, 2015).

<table>
<thead>
<tr>
<th>WIA Enrollments (I-Trac) for Adult/Dislocated Worker Programs</th>
<th>Program Year July 1, 2014 through June 30, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WIA Enrollments at:</strong></td>
<td><strong>Q1</strong></td>
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<tr>
<td>WorkSource Albany</td>
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<tr>
<td>WorkSource Lebanon</td>
<td>349</td>
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<tr>
<td>WorkSource Polk</td>
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<tr>
<td>WorkSource Salem</td>
<td>2,203</td>
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<tr>
<td>WorkSource Woodburn</td>
<td>368</td>
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<tr>
<td>WorkSource Yamhill</td>
<td>654</td>
</tr>
<tr>
<td><strong>Total All Centers</strong></td>
<td>4,564</td>
</tr>
</tbody>
</table>

Approximately six percent of these participants were directly served by WIA Adult/Dislocated Worker staff with individualized and/or training services. The remainder received Basic Career services, which includes enrollment in WIA Adult/Dislocated Worker Services.

Existing WorkSource Infrastructure
Incite is currently beginning negotiations with the various WorkSource Oregon partners to negotiate and share infrastructure costs of the WorkSource Centers. WorkSource Oregon makes the following resources available for the use of subrecipient(s) located in WorkSource Centers, funded with resources other than the funds available through this contract.

- Computers and Peripherals
- Printers
- Copiers
- Email
- Long-term File Storage
- Rent
- Telephones/Internet

NARRATIVE RESPONSES
The proposal must address all items listed below. In addressing each one, do so in consecutive order, by re-typing each question with its number first, then responding to the item right below it. Note that each question will be scored separately. Therefore, answer each question completely.

Program Design and Delivery (75 points possible)
1. Describe your service delivery approach for eligible participants. Include how you will provide the services outlined in the Statement of Work and details on how you propose to recruit, manage, and assess adults and dislocated workers for career services and/or training
Proposal Package B – Adult/Dislocated Worker Services

2. Describe your organization’s payment plan for support services. Describe the circumstance that may warrant a support service and any limits that would be observed with this resource.

3. Describe who will receive Individual Training Accounts and how your organization will manage this account.

4. Describe your organization’s experience with serving diverse populations (i.e. economically disadvantaged, individuals with disabilities, individuals with low educational attainment or low literacy proficiencies, veterans, ex-offenders and dislocated workers).

5. Describe your plan to ensure that your staff are well-trained and ready to implement Adult/Dislocated Worker Services July 1, 2016.

6. Describe your process for matching participants to appropriate training opportunities.

7. Describe how your staff will promote continuous participant engagement and ensure that information about training completion and employment data is entered into I-Trac.

8. Describe past experience with an integrated service delivery model, functional supervision, information sharing, case management of co-enrolled clients, cross training of staff, rapid response activities, services to TAA clients, or other activities conducted in close coordination with staff.

9. Describe the innovative approaches your organization will employ to align your program services with the overarching job-driven strategies identified by the Federal Department of Labor.

10. Describe how your organization will collaborate with community-based organizations, state agencies, and other WIOA-mandated partners to align efforts, leverage funds to maximize limited resources and integrate services to avoid/reduce duplication.

11. Describe how participant feedback will be collected and used to make continuous improvements to services.

12. Describe your organization’s current financial system and evidence that your organization has the capacity for the financial management and reporting required.

13. Describe how your organization will ensure that responsibilities for this program are carried out in a timely and accurate manner.

14. Describe your organization’s success in meeting and exceeding performance measures. What were the measures, how were they tracked, how did you perform, what successes are you most proud of, and why do you believe you were successful?
15. Describe how your program design and budget would be modified if the WIOA Adult/Dislocated Worker funding should be increased by 25% next program year. Also describe how your program design and budget would be modified if the WIOA Adult/Dislocated Worker funding should be decreased by 25% next program year.

Administrative Structure (10 points possible)
16. Describe the experience your management staff has in working through large system change and the strategies used to continue effective operations.

17. Describe your organization’s experience in managing workforce development programs, including working with state and/or federal regulations. Describe any comparable previous experience or any special or technical skills and resources that make you capable of successfully providing the services you are proposing.

BUDGET, BUDGET NARRATIVE AND PERFORMANCE

(15 points possible)
Please complete the attached “Adult/Dislocated Worker Budget Template” and “Performance Projection” sheet. A Budget Narrative must also be submitted with the proposal.

Evaluation will be made on reasonableness and cost efficiency of the budget request, adequate and justifiable description of expenses in the budget narrative and alignment with key performance projections.
STATEMENT OF WORK
Incite Inc. is soliciting proposals from qualified applicants that have the capacity, experience, and the community networks necessary to operate comprehensive year-round services for business. Programs funded under this request for proposals (RFP) will operate under the provisions of the Workforce Innovation and Opportunity Act (WIOA) and serve businesses following the WIOA and other funding stream requirements.

Businesses in the Mid-Valley Workforce Area are the primary customers for the WorkSource Centers. The WIOA emphasizes the role of the one-stop delivery system, which is the role of the WorkSource Oregon Centers, the cornerstone of public workforce investment, which requires enhanced, focused coordination among several key programs, such as employment, education, and training. The goal is to provide businesses with a highly valued talent resource so that they can grow.

Business is critical to the success of the WIOA-funded services. The purpose of this contract is to improve customer service to businesses by identifying areas of need and connecting to the appropriate resource. Often the needs of a business will extend beyond the scope and resources of this contract, so effective and timely referrals must be made. Applicants are encouraged to have extensive knowledge of economic development programs, workforce programs, and education programs.

The organization selected to serve as the Business Services subrecipient for the Mid-Valley Workforce Area will have direct responsibilities for two significant areas of business led training programs. These areas are On-the-Job Training (OJT) programs and work experience programs.

SUBRECIPIENT DUTIES
The Mid-Valley Workforce Board seeks to serve business through appropriate connections to resources and talent by funding a subrecipient that:

• Determines eligibility for organizations to serve as OJT eligible employers or Work Experience Host Sites
• Works with program participants to determine eligibility for various OJT services and qualifications for Work Experience services
• Documents eligibility and services received in I-Trac and other systems required by Incite
• Promotes and executes On-the-Job Training programs in partnership with business and community organizations
• Promotes and executes The Career Achievement Network (theNET) to offer work experiences to young adults in partnerships with Business and Youth Services subrecipient(s)
• Serves as an ambassador for the WorkSource Centers
• Compiles and reports business intelligence on local workforce needs
Proposal Package C – Business Services

- Coordinates business contacts and placement services with WorkSource Center partners, training vendors, and the WIOA Youth subrecipient(s) to ensure comprehensive non-duplicative products and services
- Works with economic development and industry professionals in business retention, expansion and attraction activities
- Evaluate the hiring and recruitment needs of business, and develop solutions-based strategies to meet those needs
- Serves as part of the WorkSource Center Rapid Response team to address local business layoffs or closures - subrecipient staff should look for opportunities where layoff aversion activities would be appropriate and work with partner staff to deploy resources when necessary
- Assists businesses in utilizing all features of the WorkSource Centers to effectively recruit and select employees
- Coordinates Job Fairs, Career Fairs, and other opportunities for both businesses and job seekers to exchange information about employment opportunities

PROGRAM CONSIDERATIONS

On-the-Job Training Program (OJT)
On-the-Job Training is offered to Mid-Valley Workforce Area businesses that agree to hire and train individual participants while they work on the job. The Business Services subrecipient will be responsible for developing OJT agreements with businesses throughout the Mid-Valley Workforce Area based on funding availability. An OJT is defined as training in the private or public sector given to an eligible job seeker who has been referred to and hired by the business. An OJT occurs while the job seeker is engaged in productive work, which provides knowledge and skills essential to the full and adequate performance of the job. An OJT is full-time paid employment in which the business provides training for a participant to perform the skills required for the job. The length of training will vary based on funding requirements. The training provided for the participant must be above and beyond the training that the business usually provides to a new employee.

Three principles that govern OJTs in the Mid-Valley Workforce Area include:

1. An OJT is not a placement/hiring activity, it is a training program. OJT neither “purchases” a job slot nor “subsidizes” wages. Instead, it reimburses the business for the extra time and extraordinary cost of training that is required.

2. The training provided under an OJT must sufficiently prepare the participant to perform meaningful work. The following four steps are necessary for this to occur:

   - The business must fill out eligibility documents to determine if they are eligible for the program.

   - The employment and training needs of the participant must be carefully assessed, documented, and addressed in a well-crafted individual service strategy.
- The business’ job skill requirements must be specifically identified and carefully analyzed.

- A realistic training plan must be constructed which documents the skills required, stipulates a schedule for achieving those identified skills, and contains criteria for measuring attainment of those skills.

3. An OJT is focused on the participant attaining measurable skills in the workplace. These measurable skills are described in each participant’s training plan, which is developed jointly by the Business Services subrecipient and the business itself. If the participant demonstrates that measurable skills have been attained by the end of the training period, the business may receive a reimbursement.

**Work Experience**

Work experience is a valuable tool for young adults to gain skills and transition into employment. Effort has been underway in the Mid-Valley to launch the NET initiative.

Through this coordinated effort, Youth Services subrecipient(s) prepare young adult participants through a suite of pre-employment training programs and facilitate curricula prior to referring a participant to the Business Services subrecipient for a work experience. It is the responsibility of the Business Services subrecipient to assess the participant and, if the individual meets Work Ready Standards, facilitate a placement for the 200-hour work experience.

Work experiences may be paid through a wage reimbursement process for a for-profit business or a performance-based stipend for a non-profit or government entity. It is the Business Services subrecipient’s responsibility to collect the required documentation, contracts, training plans and participant evaluations necessary for conducting this work.

This work experience is a training program. The subrecipient will ensure that the WIOA guidance is followed regarding placement sites. These positions may not replace employees and must be focused on the benefits of the participant in learning skills.

**AVAILABLE FUNDING:**

**Workforce Innovation and Opportunity Act Funds**

Funding comes from the Department of Labor, through the Department of Community Colleges and Workforce Development. Contracts are anticipated to begin Program Year 2016 (July 1, 2016 through June 30, 2017), with the potential to renew annually until June 30, 2018, based on funding availability and contractor performance.

Exact funds available in this request for proposal will not be known until late Spring 2016. Applicants should use the funding estimates below for their proposals. Incite will negotiate final budgets and corresponding deliverables with the successful subrecipient(s) based on availability.
of resources.

The estimated total funding for the Business Services contract is: $1,285,270. Of these funds $197,000 must be expended on work experiences for the WIOA Youth Services participants, and an estimated $627,000 is funding dedicated for OJTs through the State funded Back-To-Work Oregon Grant, which is only funded through the current biennium (July 1, 2015-June 30, 2017).

Existing WorkSource Infrastructure
Incite is currently beginning negotiations with the various WorkSource Oregon partners to negotiate and share infrastructure costs of the WorkSource Centers. WorkSource Oregon makes the following resources available for the use of subrecipient(s) located in WorkSource Centers, funded with resources other than the funds available through this contract.

- Computers and Peripherals
- Printers
- Copiers
- Email
- Long-term File Storage
- Rent
- Telephones/Internet

NARRATIVE RESPONSES
The proposal must address all items listed below. In addressing each one, do so in consecutive order, by re-typing each question with its number first, then responding to the item right below it. Note that each question will be scored separately. Therefore, answer each question completely.

Program Design and Delivery (75 points possible)
1. Describe the most important skills, knowledge and abilities expected from your Business Services staff.

2. Describe how staff will assess Mid-Valley Workforce Area businesses to ensure that they receive appropriate services and referrals.

3. Describe how staff will engage other Mid-Valley workforce partners, in particular, the Oregon Employment Department.

4. Describe how staff will deliver services to local small businesses with an employee base of five people or less.

5. Describe how staff will ensure that every business engaged will receive quality services tailored to their needs.
6. Describe how staff will be coached to follow-up with businesses engaged in services and/or activities to ensure that information is captured, documented and utilized for continuous program improvement.

7. Describe how staff will use a consultative approach to engage a business of 100 employees or more, faced with a business expansion that will add an additional 50 new skilled employees over a period of 60 days. What partners would you engage in this process? What strategies would your organization employ, including recruitment strategies?

8. Describe how staff will use a consultative approach to engage a manufacturer that has seven employees, faces potential layoffs or closure, and not only needs recruitment and training resources, but also financial support, as well as ISO 9001 certification to retain their biggest customer and keep them from closing. How would you address and help facilitate the issues outside of the workforce development scope?

9. Describe how staff will engage businesses to execute On-the-Job training agreements. Explain how staff will promote this program.

10. Describe how your staff will engage businesses to become work experience host sites for The Career Achievement Network (theNET). Explain how staff will promote this program.

11. Describe how program design and/or budget would be modified if funding for business services should increase by 25% next program year. Describe how your program design and/or budget would be modified if funding for business services should be decreased by 25% next year.

12. Describe the experience management staff has in working through large system change, and strategies used to continue effective operations.

13. Describe how your program leadership will plan and implement continuous improvement elements into program design and service delivery.

14. Describe how your program could be implemented into the WorkSource Centers to ensure efficient, cost-effective and quality service delivery.

15. Describe how your program would respond to the following situation.

Jeff is a 23 year old male, who is working on his GED and has a felony on his record. He has been placed in a work experience after being referred to your agency by a WIOA youth provider. Jeff’s supervisor calls your staff to alert the program that Jeff’s coworkers suspect he has stolen their personal items.
Administrative Structure (10 points possible)

16. Describe your philosophy of budget management and oversight in your organization.

17. Describe prior experience managing federal and/or other governmental funding. Include in the discussion managing multiple funding sources funding a single project.

BUDGET, BUDGET NARRATIVE AND PERFORMANCE

(15 points possible)

Please complete the attached “Business Services Budget Template” and “Performance Projection” sheet. A Budget Narrative must also be submitted with the proposal.

Evaluation will be made on reasonableness and cost efficiency of the budget request, adequate and justifiable description of expenses in the budget narrative and alignment with key performance projections.
<table>
<thead>
<tr>
<th>Budget Items</th>
<th>Total</th>
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<tbody>
<tr>
<td>Personnel &amp; Fringe</td>
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<td>Travel</td>
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<td>Supplies</td>
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<td><strong>Total Contractual</strong></td>
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<td>Participant Services</td>
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<td>Individualized Education Service Payments</td>
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<td>Supportive Service Payments</td>
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## Adult/Dislocated Worker Services Budget Template

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## Business Services Budget Template

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<th>Budget Items</th>
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<tr>
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<td><strong>Total Wage Reimbursements</strong></td>
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<td>On-the-Job Training</td>
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<tr>
<td>Work Experience</td>
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</tbody>
</table>
Cover Page

Qualifying Applicant Documents

Organization Name:
Primary Individual Point of Contact:
Address:
Email Address:
Phone:
EIN:
DUNS:

_________________________________________  ___________
Signature of individual authorized to represent and bind the organization  Date
(Please use blue ink)
Incite Incorporated  
Administrative Capacity Checklist  
(Applicant and Fiscal Sponsor are different entities)

**Proposer’s Organization Name:**

**Fiscal Sponsor Name:**

**Instructions:** Check the documentation provided. If applicant and fiscal sponsor are separate entities the below documentation must be provided.

**Applicant Organization:**
- [ ] A copy of the organization’s W-9.
- [ ] Copy of documentation proving legal entity (articles of incorporation, 501(c)(3) letter, etc.).
- [ ] Résumé of Chief Executive Officer (or similar positioned officer) of applicant organization.
- [ ] Copy of organization’s timekeeping policies and procedures that address tracking of employee time and associated personnel costs by activity and funding source.
- [ ] Copy of organizational staff chart.
- [ ] The organization’s insurance certificate providing evidence of coverage for:
  - [ ] General Liability
  - [ ] Professional Liability
  - [ ] Worker’s Compensation
  - [ ] Motor Vehicle
  - [ ] Property and Equipment
  - [ ] Employee Dishonesty
- [ ] A description of how the organization currently performs prospective employee background checks, or how it will ensure that background checks are performed.
- [ ] The organization’s Code of Conduct.

**Fiscal Sponsor:**
- [ ] A copy of the organization’s W-9.
- [ ] The organization’s most recent audited financial statements (at minimum within the last two years) including accompanying letters or if not required, evidence sufficient to demonstrate that the organization has the capacity to properly administer funding that meets all federal, state and local laws, regulations and policies.
☐ Current job description(s) and résumé(s) for staff in financial management or oversight position(s) with responsibility for performing key grant accounting and financial reporting functions. If these services are contracted out, please provide the name of business, contact information, current job description(s) and résumé(s) as indicted above.

☐ Copy of documentation proving legal entity (for example, certificate of incorporation, 501(c)(3) letter, etc.).

☐ The organization’s insurance certificate providing evidence of coverage for:

  ☐ General Liability
  ☐ Professional Liability
  ☐ Worker’s Compensation
  ☐ Motor Vehicle
  ☐ Property and Equipment
  ☐ Employee Dishonesty

☐ The organization’s Code of Conduct.
Incite Incorporated
Administrative Capacity Checklist
(Applicant and Fiscal Sponsor are the Same Entity)

Applicant’s Organization Name:

Instructions: Check the documentation provided. If applicant and fiscal sponsor are the same entity the below documentation must be provided.

☐ A copy of the organization’s W-9.

☐ The organization’s most recent audited financial statements (at minimum within the last two years) including accompanying letters or if not required, evidence sufficient to demonstrate that the organization has the capacity to properly administer funding that meets all federal, state and local laws, regulations and policies.

☐ Current job description(s) and résumé(s) for staff in financial management or oversight position(s) with responsibility for performing key grant accounting and financial reporting functions. If these services are contracted out, please provide the name of business, contact information, current job description(s) and résumé(s) as indicated above.

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- General Liability
- Professional Liability
- Worker’s Compensation
- Motor Vehicle
- Property and Equipment
- Employee Dishonesty

☐ A description of how the organization currently performs prospective employee background checks, or how it will ensure that background checks are performed.

☐ The organization’s Code of Conduct.
Please complete the following form for all proposals you are submitting. If competing for more that one proposal, use this same sheet to indicate performance projections for all proposals.

<table>
<thead>
<tr>
<th>Performance Projections</th>
<th>Adult/Dislocated Worker</th>
<th>Business Services</th>
<th>Youth Services</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Number of AD/DW WIOA-funded Basic Services</strong></td>
<td>Number of Individuals placed in Work Experience</td>
<td>Number of new In School Youth enrollments annually</td>
<td></td>
</tr>
<tr>
<td><strong>Number of Individuals receiving AD/DW WIOA-funded Basic Services</strong></td>
<td>Percentage of individuals completing Work Experience</td>
<td>Number of new Out of School Youth enrollments annually</td>
<td></td>
</tr>
<tr>
<td><strong>Number of Individuals receiving AD/DW WIOA-funded Individualized Services</strong></td>
<td>Number of Individuals placed in OJT</td>
<td>Minimum Total Participants Served Annually</td>
<td></td>
</tr>
<tr>
<td><strong>Entered Employment Rate during quarter of exit for those receiving Individualized services</strong></td>
<td>Percentage of individuals completing Work Experience</td>
<td>GED or High School Completion Rate</td>
<td></td>
</tr>
<tr>
<td><strong>Advancement Rate during quarter of exit for those receiving Individualized services</strong></td>
<td>Number of Businesses referred to Sector Partnerships/Consortia</td>
<td>Entered Employment Rate during quarter of exit</td>
<td></td>
</tr>
<tr>
<td><strong>Number of Individuals receiving AD/DW WIOA-funded ITA Services</strong></td>
<td>Cost per participant</td>
<td>180-day Employment Retention Rate</td>
<td></td>
</tr>
<tr>
<td><strong>Entered Employment Rate during quarter of exit for those receiving ITA services</strong></td>
<td>Entered Post-Secondary Education Rate during quarter of exit</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Advancement Rate during quarter of exit for those receiving ITA services</strong></td>
<td>180-day Post-Secondary Education Retention Rate</td>
<td></td>
<td></td>
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<tr>
<td><strong>Total Individuals served through AD/DW-funded Services</strong></td>
<td>Cost Per Participant</td>
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</tbody>
</table>

The following metrics may be negotiated at a later date if awarded a contract. There is no need to fill out the table below.

<table>
<thead>
<tr>
<th>Interdependent Metrics</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>% of Participants served at an individual level who moved into Job Ready pool</td>
<td>% of referred youth who are placed in a work experience</td>
<td>% of youth who completed a work experience</td>
<td>% of youth that receive Job Search Assistance at WorkSource Centers</td>
</tr>
<tr>
<td>% of Participants served at an individual level who moved into Job Ready pool and referred to employers</td>
<td>% of youth referred that are deemed ready for work experience by Business Services Subrecipient</td>
<td>% of youth referred that are deemed ready for work experience by Business Services Subrecipient</td>
<td></td>
</tr>
<tr>
<td>Responsiveness Feedback from Business Services staff</td>
<td>% of job seekers referred from Adult/Dislocated Worker Service provider that were placed in OJT</td>
<td>Responsiveness Feedback from Business Services staff</td>
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</tr>
<tr>
<td></td>
<td>% of OJT completers</td>
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<tr>
<td></td>
<td>% of OJT completers that are retained 90 days after training completion</td>
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</tr>
</tbody>
</table>
Proposal Package Submission

Title Page

(Complete one for each proposal submission)

Organization Name:

Please indicate the proposal package option:

A – Youth Services  B – Adult/Dislocated  C – Business Services
Worker Services

Please indicate proposed area of Service (For Youth and Adult/Dislocated Services Only):

Linn County  Marion County  Polk County  Yamhill County

Youth Services Applicants - Please list addresses of proposed program locations and business hours.
References Submission

Name:
Title:
Phone Number:
Email:
Organization:
Nature of Business Relationship:

Name:
Title:
Phone Number:
Email:
Organization:
Nature of Business Relationship:

Name:
Title:
Phone Number:
Email:
Organization:
Nature of Business Relationship:
CONTRACT AGREEMENT FOR
WORKFORCE DEVELOPMENT SERVICES

The parties to this Agreement are Incite Incorporated, hereinafter referred to as “Incite” or “GRANTOR,” and [Name of Contractor], hereinafter referred to as the “CONTRACTOR.” In this Agreement, either the CONTRACTOR or Incite may also be referred to individually as a “party” or jointly as the “parties”, and the Contract Agreement as “Agreement” or “Contract.”

<table>
<thead>
<tr>
<th>Name and Address of Parties</th>
</tr>
</thead>
</table>
| **GRANTOR:** Incite Incorporated  
626 High St NE, Suite 305  
Salem, OR 97301  
Federal Tax ID: 26-0172758 |
| **CONTRACTOR:** Legal Name  
Address 1  
Address 2  
City, State Zip  
Federal Tax ID: XX-XXXXXXX  
D-U-N-S: XXXXXXXXX  
☐ Subrecipient Agreement (when checked) |

<table>
<thead>
<tr>
<th>Contact Information</th>
</tr>
</thead>
</table>
| **For Incite**  
Program Contact: Name  
Phone: (503) XXX-XXXX  
E-mail: email@inciteworks.org  
Fiscal Contact: Name  
Email: XXX@inciteworks.org |
| **For CONTRACTOR:**  
Program Contact: Name  
Phone: (503) XXX-XXXX  
E-mail: email@email  
Fiscal Contact: Name  
Email: email@email.email |

| Purpose: |
| CONTRACTOR will provide workforce development services to eligible participants as described in the Statement of Work. |

<table>
<thead>
<tr>
<th>Maximum Amount Payable</th>
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<tbody>
<tr>
<td>$XXX,XXX.XX</td>
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<table>
<thead>
<tr>
<th>Contract Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 20XX – June 30, 20XX</td>
</tr>
</tbody>
</table>

| Attachments: |
| This contract consists of this signature page and the following Exhibits, which constitute the entire understanding of the parties. |
| Exhibit A: Terms and Conditions |
| Exhibit B: Special Conditions |
| Exhibit C: Statement of Work |
| Exhibit D: Budget(s) |
| Exhibit E: Performance Plan |
| Exhibit F: Insurance Requirements |

<table>
<thead>
<tr>
<th>PY15 Funding Source Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Awarding Agency: US Department of Labor (“DOL”)</td>
</tr>
<tr>
<td>Funding Source: XXXXXXXXXXXXXXX</td>
</tr>
<tr>
<td>CFDA Number: XX.XXX</td>
</tr>
<tr>
<td>Federal Award Identification Number (FAIN): XXXXXXXXXXX</td>
</tr>
<tr>
<td>Federal Award Date: XXXXXXXX XX, 20XX</td>
</tr>
<tr>
<td>Amount: $XXX,XXX</td>
</tr>
<tr>
<td>Pass-through Entity: XXXXXXXXXXXXX</td>
</tr>
</tbody>
</table>
Any initiatives funded under this Agreement which are paid by Incite with different funding sources than those listed above, will be reported to CONTRACTOR at the fiscal year-end, with applicable CFDA and Federal Awarding detail.

**Regulations and Cost Principles:** In performing its responsibilities under this Agreement, the CONTRACTOR hereby certifies and assures that it will fully comply with the Federal government’s Uniform Guidance at 2 CFR Part 200, including any subsequent amendments. The CONTRACTOR shall also comply with rules policies and procedures issued by the DOL, and by the GRANTOR, including those adopted during the life of this Agreement.

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

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Authorized Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>[LEGAL NAME OF CONTRACTOR]</td>
<td>Incite Incorporated</td>
</tr>
</tbody>
</table>

Signature/Date

[Name and Title of Signer]

Signature/Date

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

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

3. General Reporting Requirements
CONTRACTOR shall submit all Financial, I-Trac, Program Performance, and all other reports required by Incite in accordance with the specified time frames in this contract. CONTRACTOR shall provide Incite access to all records and data necessary to verify or clarify information requested or provided in such reports. Failure to submit reports by specified timeframes or provide adequate substantiation of reports as specified by Incite may result in suspension of payments to the CONTRACTOR until such time as all delinquent obligations are fulfilled.

Additionally, if CONTRACTOR fails to comply, Incite may take action in accordance with Section 12 Disallowance of Payments.

4. Program Objectives
CONTRACTOR must meet program objectives outlined in Statement of Work (Exhibit C), and any additional program objectives outlined in Special Conditions (Exhibit B).

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

A. Annual Audited Financial Statements
B. Annual Audited Financial Statement with 2 CFR Part 200 Compliance
C. Conflict of Interest Policies
D. Corrective Action Plan(s)
E. Cost Allocation Plan(s)
F. Federal Negotiated Indirect Cost Rate
G. Grievance Policies, Procedures
H. Management Letter
I. Personnel Policies
J. Procurement/Purchasing Policies
K. Timekeeping Policies
L. Travel and Expense Policies

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

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

A. Allowable Activities

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

B. Budget Limitations

CONTRACTOR shall be paid only within the established Budget (Exhibit D), and the Budget Line Flexibility as defined in Special Conditions (Exhibit B). All costs must be reasonable, necessary, allowable and allocable as defined by Federal and State of Oregon laws and rules, including applicable OMB Circulars; Pass-Through Entity and Incite policies and procedures.

C. Dual Payment

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

D. Travel Policy

CONTRACTOR must comply with the requirements of the Federal Travel Regulations for all travel expenditures reimbursed under this Agreement. In the absence of an acceptable CONTRACTOR policy regarding travel costs, the rates and amounts established will comply with subchapter 1 of Chapter 57 of Title 5, United States Code.

E. Rebates

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

F. Construction, Remodeling, or Renovation

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

G. Other Restrictions

Other expenditure restrictions are outlined in Special Conditions (Exhibit B).

8. Payment Request Process

The CONTRACTOR must submit a timely and accurate payment request utilizing the format and following Incite’s reimbursement procedures.

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

CONTRACTOR shall minimize the time elapsing between receipt of funds from this Agreement and the disbursement of these funds in order to maintain a minimum cash balance. Interest earned shall be accounted for as program income. This treatment of interest does not allow the CONTRACTOR to ignore the requirements or intent of these cash management requirements.

Payment shall not be construed as a waiver of Incite’s right to challenge CONTRACTOR’s performance under this Agreement and to seek appropriate legal remedies.
9. Financial Documentation

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

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

For participant direct payments, the CONTRACTOR is responsible for documenting payments in accordance with Incite policies and procedures.

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

10. Financial Management Standards

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

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

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

The CONTRACTOR’s financial system shall:

A. Follow consistent rules for aggregation of detailed data to summary level.

B. Compare budgeted amounts to actual expenditures including proper charging of costs and cost allocations.

C. Contain information pertaining to Contract and contract awards, obligations, unobligated balances, assets, liabilities expenditures, income, program income, matching funds, leveraged resources and stand-in-costs.

D. Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable laws and regulations.

E. Provide the accurate, current, and complete disclosure of all expenditures including but not limited to those from, grants, contracts or agreements.

F. Show the distribution of Contract-funded personnel time by fund.

11. Financial Audits and Compliance Monitoring

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

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

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

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

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

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

B. Compliance Monitoring

CONTRACTOR will allow federal, State of Oregon and Incite staff or their designees to monitor program and administrative compliance via an on-site review.

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

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

12. Disallowance of Payments

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

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

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

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

13. Records Standards, Access to Records and Record Retention

A. Records Standards

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

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

After reasonable notice, at any time during normal business hours and as often as Incite may deem necessary, the CONTRACTOR shall make available for examination all its records relating to all matters covered by this Agreement to the named entities and representatives identified in Section 28 b. Federal Assurances of this Agreement.

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

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

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

C. Record Retention Timeframes and Destruction Requirements

Federal record retention requirements applicable to this agreement are found at 2 CFR 200.333-337. The CONTRACTOR shall retain all financial and other required records and supporting documents as follows:

1) Retain all records pertinent to this Agreement, interagency agreements, contracts or any other award, including financial, statistical, or other pertinent records, and supported documentation, for a period of at least three years after the acceptance of the final expenditure report (closeout) for that funding period by the Awarding Agency. Incite will notify CONTRACTOR of the record destruction date when the final expenditure report has been issued and approved.

2) Retain all records on non-expendable property for a period of at least three (3) years after final disposition of property.

3) Retain indirect cost records such as computations or proposals, cost allocation plans, and supporting documentation for three years from the date the indirect cost rate package is submitted for negotiation. If not submitted for negotiation, the three-year period identified in 11.c.1. above shall apply.

4) Retain all records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees and applicants for employment as required in 11.c.1. above. Participant files should be organized and stored by program year using the participant’s year of exit.

5) Retain records regarding complaints and actions taken on the complaints for a period of not less than three (3) years from the date of resolution of the complaint.

6) Retain all records beyond the required period if any litigation or audit has begun or a claim is instituted involving the grant or agreement covered by the records. The records shall be retained until the litigation, audit or claim has been resolved or the specified destruction date, whichever is longer.

After the record retention period has passed, any records destroyed must be commercially shredded.
D. Limitation of Public Access to Records

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

E. Fees for Requests for Records

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

14. Contracts and Assignments

The CONTRACTOR shall not assign or transfer any interest in this Agreement in whole or in part, or any right or obligation hereunder, without the prior written approval of Incite. If approved, any contract entered into by the CONTRACTOR is not an obligation of Incite. The CONTRACTOR shall not represent that it has the power or authority to obligate Incite. No approval by Incite of any assignment or transfer shall be deemed to create any obligation of Incite in addition to those set forth in this Agreement. In no case shall such consent relieve the CONTRACTOR from the obligation under, or change the terms and conditions of, this Agreement, unless otherwise provided for. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

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

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

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

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

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

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

CONTRACTOR is not an “officer”, “employee”, or “agent” of Incite, as those terms are used in ORS 30.265.

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

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

16. Employee and Participant Status and Rights

A. Non-Employee Status of Trainees

Trainees in programs under this Agreement shall not be deemed Federal, State or Incite employees.

B. Employment Terms, Benefits and Working Conditions

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

C. Worksite Standards and Safety

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

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

D. Charging of Fees to Participants

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

E. Grievance Procedures

The CONTRACTOR agrees to adopt procedures for hearing and resolving grievances and complaints arising out of this Agreement, in conformance with Incite’s established policies and procedures. Procedures must comply with rules implementing WIOA.

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

17. Performance Failure

In the event CONTRACTOR fails to perform under this Agreement, Incite may take action in accordance with Incite Contract Monitoring policies, or if CONTRACTOR fails to take directed corrective action terminate or suspend the Contract (Section 26.b.5 Termination for Cause).

Incite may also pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to: termination of this Agreement effective upon written notice to CONTRACTOR, return of all or a portion of the Contract funds associated with the failure to perform and declaration of the CONTRACTOR’s ineligibility for the receipt of future awards from Incite. If, as a result of an Event of Default (Section 26.b.5 Termination for Cause), Incite demands return of all or a portion of the Contract funds, CONTRACTOR shall pay the amount to Incite upon Incite’s demand.
18. Indemnification and Hold Harmless

To the extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless Incite, its Board of Directors, the Workforce Investment Board and their respective officers, agents and employees, from and against all liability that arises out of, in whole or in part, the acts or omissions of the CONTRACTOR or the CONTRACTORS employees or subcontractors.

If CONTRACTOR liability arises under above paragraph of this contract, due in whole or in part to Incite’s acts or omissions, the indemnification obligation shall be prorated based upon the respective levels of fault attributable to the CONTRACTOR and Incite.

Notice shall be promptly submitted to Incite of any action brought against the CONTRACTOR resulting from or related to this contract.

19. Equal Employment Opportunity and Nondiscrimination

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

CONTRACTOR will comply with all Federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to work under this Contract. The CONTRACTOR expressly agrees to comply with the Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60. Further, the CONTRACTOR shall include brief wording in each orientation of potential applicants to describe the Equal Opportunity and Affirmative Action position of this Contract and the method of filing a complaint in regard to such.

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

20. Responsibility for Legal Compliance

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

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

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

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

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

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

C. Fraud Notification Requirements

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

21. Maintenance of Effort

No currently employed worker shall be displaced by any trainee, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No program shall impair existing contracts for services or collective bargaining agreements. No program which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned. No trainee shall be employed, or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized under this Contract.

22. Nepotism

CONTRACTOR shall comply with 20 CFR 667.200(g) and Federal and CCWD nepotism rules implementing WIOA. No individual may be placed in an employment activity if a member of that person’s immediate family is directly supervised by or directly supervises that individual.

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

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

23. Code of Conduct

CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award, or administration of a contract or contract supported by these funds if a real or apparent conflict of interest as defined by ORS Chapter 244 would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family (see Section 23 Nepotism) or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

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

24. Patents and Copyrights

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

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

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

B. **Copyrights**

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

25. **Public Information**

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

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

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

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

27. **Assurance**

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

A. **Financial Capability**

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

B. **Access to Records**

Will give Incite, the Awarding Agency, and Pass-Through Entity (if applicable), the Governor (if applicable) and their duly authorized representatives; appropriate governmental authorities involved in the administration of these funds to extent necessary for its proper administration, authority to audit, examine, and make excerpts or transcripts from its books of accounts, correspondence, papers, records, files, forms, or other documents of the CONTRACTOR including all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement which are necessary to evaluate whether the funds have been spent lawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this Agreement, including the proper allocation of costs to this Agreement. Authorized representatives could include but are not limited to the Director - Office of Civil Rights, the Comptroller General of the United States and the Inspector General.
C. Generally Accepted Accounting System
Will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP) and Incite policies and procedures.

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

E. Complete the Work
Will initiate and complete the work within the applicable time frame after receipt of approval from Incite.

F. Discrimination
Will comply with all Federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to this Agreement. These include but are not limited to:

1) Section 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination against qualified individuals with disabilities;
2) Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as amended;
3) Age Discrimination in Employment Act of 1967 and Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on basis of age;
4) Americans with Disabilities Act of 1990 (ADA) Public Law 101-336 and ORS 659A.142, as amended;
5) Section 188 of the Workforce Investment Act (WIA);
6) Nontraditional Employment for Women Act of 1991;
7) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on basis of sex in educational programs;
8) Health Insurance Portability and Accountability Act of 1996;
9) Vietnam Era Veterans’ Readjustment Assistance Act of 1974 as amended;
10) Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255), as amended relating to nondiscrimination on the basis of drug abuse;
11) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
12) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
13) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act 42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;
14) 29 CFR Parts 33 and 37 (If Contract includes DOL funds);
15) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made;
16) If operating within the City of Portland, (IV) 23.01.070 and 23.01.050 of the Code of the City of Portland; and
17) The requirements of any other nondiscrimination statute(s) which may apply to the application.
G. Political Activities
Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. In addition, the CONTRACTOR agrees to comply with, where applicable, Public Law 101-121, which prohibits influencing Federal financial transactions.

Shall not use funds provided under this Contract for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any CONTRACTOR staff or agent, related to any activity designed to influence legislation or appropriations pending before the Congress.

H. Audits
Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Audits of States, Local Governments and Non-Profit Organizations."

I. Debarment and Suspension
As required by Executive Orders 12549 and 12689 and 2 CFR.200.212 regarding Debarment and Suspension, the CONTRACTOR certifies to the best of its knowledge and belief, that neither it nor its principals:

1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

2) Have within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification;and,

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

When the CONTRACTOR is unable to certify to any of the statements in this certification, the CONTRACTOR shall provide an explanation to Incite.

28. Contract Termination
A. Termination for Convenience
This Agreement may be immediately terminated by the mutual consent of the parties. In the event of immediate termination, Incite shall, in accordance with applicable laws, reimburse the CONTRACTOR for allowable costs incurred under this Agreement up to the date of termination.

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

B. Termination for Cause
Incite may terminate or modify this Agreement, in whole or in part, in writing, immediately upon notice to CONTRACTOR, or at such later date as Incite may establish in such notice, upon the occurrence of any of the following events:
1) CONTRACTOR’S misuse of funds provided under this agreement or any other agreement CONTRACTOR has with Incite. Misuse of funds includes any unauthorized or inappropriate use of contract funds that violate Federal, state or local laws or regulations.

2) Incite fails to receive funding at levels sufficient to allow the purchase of the indicated CONTRACTOR services;

3) Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the services under this Agreement are prohibited or Incite is prohibited from paying for such services from the planned funding source;

4) CONTRACTOR no longer holds any license or certificate that is required to perform the work;

5) Significant changes in Incite priorities, as indicated by direct action of the Board of Directors of Incite.

6) CONTRACTOR, through any cause, has failed to perform in a timely and proper manner its obligations, in whole or in part, under this Agreement, has failed to make sufficient progress towards its objectives, or has violated any of the covenants, agreements, or stipulations of this Agreement. In this event, Incite shall notify the CONTRACTOR of the intended action in writing and specify the effective date thereof.

C. Termination Procedures

In the event of early Contract termination for whatever reason, and after receipt of the Notice of Termination, the CONTRACTOR shall stop work as specified in the notice and cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. The CONTRACTOR will not enter into any further subcontracts and will not place any further order.

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

Further, upon termination, CONTRACTOR shall deliver to Incite all documents, information, work-in-progress and other property as outlined in Special Conditions (Exhibit B).

D. Payment after Termination

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

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

E. Close Out Responsibilities and Procedures

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

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

29. Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto. Any amendments to this Agreement or its attachments shall be effective only when they are reduced to writing and duly signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.
1. Financial Billing and Reporting Requirements
   
   A. Billing Due Dates
      
      CONTRACTOR shall submit via e-mail to accounting@incipiteworks.org a Report of Expenditures by the 15th day of the month following the period billed. Incite will provide CONTRACTOR with the Report of Expenditures workbook to be used for this purpose.

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

   C. General Ledger Reports
      
      General Ledger Reports for the calendar quarter must be received by Incite by the 15th day of the month following the end of the quarter. Expenditure data is required to be reported on an accrual basis.

2. Expenditure Restrictions
   
   The following additional expenditure restrictions apply to Agreement Budget (Exhibit D).

   A. Expenditure Period
      
      These funds may only be expended between [start date] and [end date].

   B. Cost Reimbursement
      
      This Agreement is based on a cost-reimbursement method of payment.

   C. Overhead Rate
      
      The Overhead Rate agreed upon XXXX percent. This applies to all lines except profit.

   D. Budget Line Flexibility
      
      Budget Line Flexibility applies separately to each fund shown within the budget.

      1) Expenditures by Fund may not exceed Fund budget total(s).
      2) Line item flexibility of not more than the (10) percent is allowed.

   E. Purchase and Maintenance of Equipment
      
      Equipment or capital outlays (items with an acquisition cost of $5,000 or greater) may not be purchased with funds provided under this Contract.

      Inventory records of items such as office furniture, computers and other electronic equipment purchased by Incite on behalf of the CONTRACTOR, or purchased by the CONTRACTOR using funds provided under this contract, must be kept up to date. The CONTRACTOR shall conduct an annual physical inventory of such property for submission during Incite’s annual program monitoring.

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

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

   F. Consultants
      
      Consultant fees paid under this Contract shall be limited to $585 per day.

   G. Salary and Bonus Limitations
In compliance with Public Law 109-234 and section 111 of the Omnibus Appropriations Act 2009 (Public Law 111-8), none of the funds appropriated under the heading ‘Employment and Training’ that are available for expenditure on or after June 15, 2006, shall be used by CONTRACTOR to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. Reference DOL TEGL 5-06 for further clarification. Federal and CCWD rules implementing WIOA shall also apply.

H. Responsibility for Cost Reduction
For activities funded under this Agreement, the CONTRACTOR shall identify training costs supported by other Federal, State, or local programs in order to ensure that these federal funds are in addition to funds otherwise available.

3. Additional Program Reporting Requirements
Program Performance Reports are due monthly to Incite’s Program Contact 15 days following the end of the calendar month.

4. Additional Termination Procedures
In the event of early Contract termination, CONTRACTOR shall deliver to Incite all documents, information, work-in-progress and other property that are or would be deliverables had the contract been completed. At Incite’s option, all finished or unfinished documents, data, and reports prepared by the CONTRACTOR using funds from this Contract shall become Incite property.

5. Technology and Participant Data Management
Incite makes use of Internet technologies to communicate with CONTRACTOR and track Contract performance. Email, Web Information Systems, and an Internet based Data Management System are the primary technologies. To support this technology, CONTRACTOR must have:

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

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

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

A. PCs with 2 GB RAM or more, and 20 GB or more of available disk space.
B. One of the following Internet browser programs: Microsoft Internet Explorer version 9 or newer; Google Chrome version 25.0 or newer; Mozilla Firefox version 21.0 or newer.
C. Monitors capable of at minimum a 1024x768 resolution that is comfortable for the user.

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

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

C. Data and Record Security

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

7. Performance, Monitoring, and Budget Management

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

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

8. Program Income

Program income must be tracked by funding source and reported to Incite with the monthly payment request. If CONTRACTOR generates program income with Contract funds, the program income must be added to the Contract, shall be considered Contract funds for purposes of this Agreement, and must be used or expended in accordance with the terms and conditions of this Agreement prior to requesting disbursement of additional funds under this Contract from Incite. CONTRACTOR will comply with program income requirements outlined in 2 CFR 200.307.

9. Stand-In Costs

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

10. Prohibited Uses of Funds

CONTRACTOR will ensure that these funds are not spent on the following items, which are addressed, by WIOA and will be subject to WIOA Federal and CCWD rules:

A. Public service employment, except to provide disaster relief employment, as specifically authorized in WIOA and under a special Federal disaster relief assistance grant;

B. Expenses prohibited or unallowable under any other Federal, State or local law or regulation, including foreign travel;

C. General economic development and related employment generating activities
D. Capitalization of businesses;
E. Investment in Contract bidding Resource Centers;
F. Investment in revolving loan funds;
G. Drug testing except to facilitate the hiring process; and,
H. The wages of incumbent employees during their training if funded by WIOA;

11. Business Relocation Service Prohibitions

Federal funds may not be used for:

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

12. Public Announcements

When issuing statements, press releases, and requests for proposals, bid solicitation, and other documents describing program funded in whole or in part with Federal money under this Agreement, CONTRACTOR shall follow the Incite Publicity and Branding policies.

13. Funding Acknowledgement

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


To ensure that the Federal funds invested through this contract have as broad an impact as possible and to encourage innovation in the development of new learning materials, CONTRACTOR must license to the public all work (except for computer software source code, discussed below) created with the Federal funds provided through this contract under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with Federal funds and modifications made to pre-existing, CONTRACTOR-owned content using Federal funds.

This license allows subsequent users to copy, distribute, transmit and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the CONTRACTOR. CONTRACTOR will affix notice of the license to the work. For general information on CC BY, please visit http://creativecommons.org/licenses/by/4.0. Instructions for marking your work with CC BY can be found at http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license. Questions about CC BY as it applies to specific applications should be submitted in writing to Incite.

Only work that is developed by the CONTRACTOR with Federal funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the CONTRACTOR from third parties, including modifications of such materials, remain subject to the intellectual property rights the CONTRACTOR receives under the terms of the particular license or purchase. In addition, works created by the CONTRACTOR without Federal funds do not fall under the CC BY license requirement.

The purpose of the CC BY licensing requirement is to ensure that materials developed with Federal funds result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, CONTRACTOR will respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act.

Further, the Department of Labor requires, and CONTRACTOR will ensure, that all computer software source code developed or created with Federal funds will be released under an intellectual property license that allows others to use and build upon them. Specifically, the CONTRACTOR will release all new source code developed or created
with Federal funds under an open license acceptable to either the Free Software Foundation and/or the Open Source Initiative.

Separate from the CC BY license to the public, the Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal purposes the copyright in all products developed with Federal funds, including a purchase ownership (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. CONTRACTOR may not use Federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department of Labor has a license or rights of free use in such work. If revenues are generated through selling products developed with Federal funds, including intellectual property, these revenues are program income. Program income is added to the contract and must be expended for allowable activities.

CONTRACTOR will apply the following statement on all products developed in whole or in part with Federal funds: “This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The U.S. Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.”

15. WorkSource Centers

When the CONTRACTOR becomes a partner within a WorkSource Center that is located within a State of Oregon Employment Department office, CONTRACTOR will assure that any lease or sub-lease for the WorkSource Center space includes a transfer clause to Incite. In the event this contract is terminated by either party, CONTRACTOR agrees to transfer the lease/sub-lease and relinquish the space to Incite for use by the new WIOA CONTRACTOR. Additionally, the CONTRACTOR may not move the WIOA program out of the WorkSource Center without written approval from Incite. If the CONTRACTOR is leasing additional space within the WorkSource Center for another program, that relationship will not be impacted by the WIOA change.

16. Lobbying

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, cooperative agreement, or any other award covered by 31 U.S.C. Sec. 1352.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The CONTRACTOR shall require that the language of this certification be included in the contract documents for all subcontracts and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.


CONTRACTOR agrees to comply with Veteran’s Priority Provisions. The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of service to veterans and spouses of certain veterans for the receipt of
employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing the priority of service can be found at 20 CFR 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program’s eligibility requirements. Grantees must comply with DOL guidance on veterans’ priority. ETA’s Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL 10-09 is available at http://wdr.doleta.gov/directives.

18. Additional Assurance and Certification for Agreements over $100,000

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

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

B. Drug Free Workplace Certificate

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

1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CONTRACTOR’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2) Establishing an ongoing drug-free awareness program to inform employees about:
   a) The dangers of drug abuse in the workplace.
   b) The CONTRACTOR’s policy of maintaining a drug-free workplace.
   c) Any available drug counseling, rehabilitation, and employee assistance programs.
   d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 18.B.1);

4) Notifying the employee in the statement required by paragraph 18.B.1) that, as a condition of employment under the Contract, the employee will:
   a) Abide by the terms of the statement; and
   b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

5) Notifying Incite in writing, within ten calendar days after receiving notice under 4)b) above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Contract;

6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4)b) above, with respect to any employee who is so convicted:
   A) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   B) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1) through 6) above.
19. **Federal E-Verify System**

CONTRACTOR is responsible for following Incite policy and procedure relative to Executive Order 13465 “Economy and Efficiency in Government Procurement through Compliance with Certain Immigration and Nationality Act Provisions and the Use of an Electronic Employment Eligibility Verification System.” The policy and related procedure will reference the Federal E-Verify system.

20. **National Labor Relations Act Employee Rights Notice**

During the term of this Agreement, CONTRACTOR agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places where employees covered by the National Labor Relations Act engage in activities relating to the performance of the Agreement, including all places where notices to employees are customarily posted both physically and electronically (29 CFR 471).

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

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

DUNS number registration information can be obtained at: [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform).

Registration information for CCR can be found at: [http://www.sam.gov](http://www.sam.gov).

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

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

23. **Limited English Proficiency**

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

24. **Seat Belts**

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

25. **Executive Order 13333**

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

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

CONTRACTOR must obtain prior approval from Incite before holding any conference (which includes meeting, retreat, seminar, symposium, staff training activity or similar event held in either Federal or non-Federal space), or any activity related to holding a conference.
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Attachment # 4.6 & 5.1
Page 76
BUDGET

To be developed prior to contract execution

Attachment # 4.6 & 5.1
Page 77
PERFORMANCE PLAN

To be developed prior to contract execution

Attachment # 4.6 & 5.1
Page 78
1. **Insurance Coverage**

The CONTRACTOR shall provide insurance coverage at its own expense for the required level of insurance as specified in this section. All insurance carried by the CONTRACTOR must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by Incite. CONTRACTOR shall be financially responsible for all deductibles or self-insured retention contain within the insurance. CONTRACTOR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. There shall be no cancellation, material change, or reduction of limits without thirty (30) days advance written notice from the CONTRACTOR to Incite. If the insurance is canceled or terminated prior to completion of the Agreement, CONTRACTOR shall purchase new policy and provide a certificate of insurance evidencing coverage and limits equal to or greater than the required level of insurance as defined in this section. In the event the CONTRACTOR fails to keep in effect at all times the specified insurance coverage, Incite may terminate this Agreement, subject to the provisions of this Agreement.

   a. **General Liability Insurance**

CONTRACTOR must carry a Commercial General Liability insurance policy on an occurrence basis with a combined single limit of at least $1,000,000 per occurrence and at least $2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury, which protects the Awarding Agency, Pass-Through Entity (if applicable), Incite and each of their respective officers, agents, and employees from claims for damages arising in whole or in part out of CONTRACTOR’s performance under this Agreement. The general liability insurance shall provide contractual liability coverage for the indemnity required under this contract.

   b. **Motor Vehicle Liability Insurance**

CONTRACTOR must carry Automobile Liability insurance with a combined single limit of not less than $1,000,000 combined single limit per accident for Bodily Injury and Property Damage for CONTRACTOR’S vehicles, whether owned, hired, or non-owned, which includes coverage for Incite and their respective officers, agents, and employees.

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

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

   d. **Workers’ Compensation Insurance**

The CONTRACTOR must carry Workers’ Compensation Insurance in compliance with ORS 656 covering all its employees as required by applicable workers' compensation laws including employers' liability with limits not less than $500,000/ $500,000/ $500,000. If the CONTRACTOR pays wages directly to program participants under this Agreement, the CONTRACTOR must also carry Workers’ Compensation Insurance in compliance with ORS 656 covering any and all such participants. No Workers’ Compensation Insurance has been or will be obtained by Incite for the CONTRACTOR or for the CONTRACTOR’S employees and subcontractors.

   e. **Bonding**

The CONTRACTOR shall carry an Employee Fidelity Bond on every officer, director, agent, or employee authorized to receive or deposit funds under this contract or issue financial documents, checks, or other instruments of payment of program costs. Bond shall be in the amount of at least $100,000. The bond shall be effective prior to any Contract payment and for at least twelve (12) months after this Agreement terminates.

   f. **Property and Equipment**

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

   g. **Certificates of Insurance**

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

   h. **Subcontractor Insurance**

CONTRACTOR shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the CONTRACTOR under this agreement, unless this requirement is expressly modified or waived by Incite in writing.
<table>
<thead>
<tr>
<th>Element</th>
<th>Applicant Organization will directly offer this element</th>
<th>Partner Organization that will offer this element</th>
<th>Is a formal agreement currently in place?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Career Exploration</td>
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<tr>
<td>Pre-Employment Training</td>
<td></td>
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<tr>
<td>Re-engagement in Education (List organization who offers the)</td>
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<td>Comprehensive Guidance and Counseling</td>
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<tr>
<td>Financial Literacy</td>
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<td></td>
<td></td>
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<tr>
<td>Work Experience</td>
<td>N/A</td>
<td>Business Service Contractor will provide placement</td>
<td>Yes, formal agreement completed by Incite Inc.</td>
</tr>
<tr>
<td>Job Search Assistance</td>
<td>N/A</td>
<td>WorkSource Oregon</td>
<td>Yes, formal agreement completed by Incite Inc.</td>
</tr>
<tr>
<td>Follow-Up Services</td>
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<td></td>
<td></td>
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<tr>
<td>Support Services</td>
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<td></td>
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<td>Tutoring</td>
<td></td>
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<tr>
<td>Occupational Skills Training</td>
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<tr>
<td>Contextualized Education</td>
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<td>Leadership Development</td>
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<tr>
<td>Adult Mentoring</td>
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<tr>
<td>Entrepreneurial Skills Training</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Post-Secondary Preparation</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PURPOSE
The purpose of this policy is to establish guidelines for the issuance of Individual Training Accounts for participants engaged in approved training.

REFERENCES
Code of Federal Regulations 20 CFR 680.210; 230; 310
Oregon State Workforce Policy: 122 (a)
Training and Employment Guidance Letter (TEGL) 10-09, 19-16
WIOA Sec. 122 (a)(3)
WIOA Sec. 134 (c)(3)(a); 134 (d)(4)(g)

POLICY
An Individual Training Account (ITA) is intended to provide financial assistance for training services that provide participants with the sustainable skills necessary for competitive employment. ITAs are not necessary for short-term prevocational services, such GED or workforce preparation classes and/or individualized career services. ITA funds are available to purchase training services from eligible training providers for Adults and Dislocated Workers. Eligible training programs are established through the Eligible Training Provider List (ETPL).

ITAs for training services are allowable for Adults, Dislocated Workers, and/or Out-of-School Youth (ages 18-24). Participants are expected to make a self-informed choice about their own employment future and training services needed. Sub-recipients are expected to provide information, assessments, and resources to participants in order for the participant to have an active role in managing their employment goals and future ITA.

ITA Obligations and Authorization
Before any ITA training funds are expended, an ITA application must be approved by sub-recipient staff. The following criteria for the award of a scholarship will consider:

Need for Training
The award of an ITA is not an entitlement, therefore, even though a participant may be eligible (including priority of service participants), the provision of training must be needed for the participant to obtain employment that leads to economic self-sufficiency. Furthermore, the participant must express the desire to complete a training program directly linked to the employment opportunities in the local area or show willingness to commute.

Use of Assessments
Individuals who indicate a need for training through the ITA must receive an interview, evaluation, or assessment and a career plan (IEP) prior to ITA obligations. During the assessment, Sub-recipient staff will verify the need for training and if the person is unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages
comparable to or higher than wages from previous employment. Assessments must also verify if the participant has the skills, qualifications, and means to participate successfully in training services. Utilizing assessment conducted within the last six months are allowable.

**Strategic Occupations**
All ITAs need to consider the connection between the employment goal of the applicant and positions that lead to self-sufficiency or within the regionally emerging industries.

**Eligible Training Provider**
ITA funding may only be obligated and paid toward training programs located on the Eligible Training Provider list (ETPL). This includes programs found on Washington, Idaho, and Utah’s ETPL. Eligible training programs approved by Washington, Idaho, or Utah are only eligible to Oregon participants if the Out-of-State programs are not offered in Oregon and the participant agrees to attend training through the out-of-state training program.

Sub-recipient will notify participants of training program eligibility expiration dates. If a training program is removed from the ETPL prior to the first day of class, that program is not eligible for ITA funding. If the removal of a training program takes place after the first day of class, the ITA funds can pay for the completion of the training program.

**Registered Apprenticeship**
ITAs may be developed for participants enrolled into a Registered Apprenticeship program that has registered with U.S. Department of Labor or with Oregon’s Bureau of Labor and Industry, Apprenticeship and Training Division. ITA funding does not cover the on-the-job portion of the program; however, can cover, some or all, of the classroom portion of the Registered Apprenticeship. A combination of ITA and OJT funding to completely fund the Registered Apprenticeship is allowable.

**Time and Funding Limits**
Willamette Workforce Partnership (WWP) does not have a time limit for ITA completion. Participants who need to prepare for a training program, such as completing math, reading, writing prerequisites, are not considered to have started the training program and cannot be funding by an ITA award unless the prerequisite class is a part of the overall training program.

WIOA Title 1 ITA funding is defined in the ITA Standard and includes tuition and fees. The amount and duration of an ITA award shall be determined on an individual basis with consideration of other financial assistance available to the participant.

**Coordination of ITA Funds and Financial Aid**
Page 2 of 4
ITA funding is limited to participants who are unable to obtain grant assistance from other sources to pay for the entire cost of training or require assistance beyond available grants. Participants need to apply for financial aid each year and a copy of the award or denial notification must accompany the ITA application. Participants who require WIOA assistance in addition to other grants, such as Federal Pell Grants, will require the sub-recipient to make funding arrangements with the other funding entities. A WIOA participant may enroll in a WIOA-funded training program while the participant’s Pell grant is pending as long as the Sub-recipient has arrangements with the training provider. Arrangements must include reimbursements. If the Pell Grant covers the entire training, the training provider must reimburse the sub-recipient the WIOA funds that were used to underwrite the training for the amount the Pell Grant covered, including fees the training provider charges to attend training.

**Coordination of ITA Funds and Other Federal Assistance**
Sub-recipients are to consider other sources of funding for training (excluding loans) to pay for training costs to ensure WIOA funds can supplement, but do not replace, other sources.

Educational funding for Veterans who receive training benefits administered through the Department of Veterans Affairs are not required to exhaust benefits to receive WIOA training.

**ITA Payments**
Sub-recipients may write a Purchase Order (PO) or voucher for each individual identified to receive an ITA award. Sub-recipients have the flexibility to decide when to bill actual expenditures with the training provider. PO or vouchers are required to address deobligations as individuals receive additional resources and/or leave the training program prior to completion.

**Training and Satisfactory Progress**
Participants must be able to demonstrate the necessary skills to complete the training and enter employment and has no legal barriers to entering the occupation for which the training in targeted. Participants enrolled in an ITA must maintain at least a 2.0 grade average in graded courses or programs, and at least a satisfactory rating in ungraded courses, each quarter/semester/term. If a participant has two consecutive quarters/semesters/terms where the grade falls below a 2.0 GPA, Willamette Workforce Partnership (WWP) approval is required prior to further training payments.

Willamette Workforce Partnership (WWP) will consider the following prior to approval:

- Cause of failure such as; illness, injury, or disability of the participant or member of the family;
- Weather conditions/natural disasters prevented participant from completing training;
Training is delayed or cancelled;
Employment that caused the participant to disengaged from training;
Advice from academic personnel that recommended student “dropping” from the training program
Modification to the training request

ITA Modifications
Sub-recipient staff can change the participant’s occupational goal when a participant decides after attending one quarter of school if the occupational chosen is not right-fitting for the participant. The participant must complete the same activities, such as labor and wage information, prior to the approval of the ITA modification.
PURPOSE
The purpose of this policy is to establish the definition and provide guidance on determining self-sufficiency wages for enrolled adults and dislocated workers receiving Training Services under the Workforce Innovation and Opportunity Act (WIOA).

REFERENCES
Code of Federal Regulations 20 CFR 675.300
Code of Federal Regulations 26 CFR 54.4980H-3
Federal Register Lower Living Standard Income Level Guidelines
Training Employment and Guidance Letter (TEGL) 19-16
WIOA Sec. 133 (b); 133 (b)(2)(B)
WIOA Sec. 134 (c)(3)(A)(l)(aa)

DEFINITION
Family: Two or more persons related by blood, marriage, or decree of court, who are living in a single residence, and are included in one or more of the following: A married couple and dependent children, a parent or guardian and dependent children; a married couple.

Full-Time Employment: An employee who is employed an average of at 30 hours or more of service per week during the standard work week.

Part-Time Employment: An employee who is employed less than 30 hours of service per week during the standard work week.

Underemployed: Individuals who meet one or more of the following:

- Employed less than full-time who are seeking full-time employment;
- Employed in a position that is inadequate with respect to skills and training
- Employed, but meet the definition of low-Income
- Employed, but whose current job’s earnings are not sufficient compared to their previous job’s earnings from their previous employment
POLICY
WIOA requires that the self-sufficiency wage standard will be utilized to determine the eligibility of employed workers to receive funds for Training Services. Self-sufficiency is referred to as the income needs of the family in order to meet his/her most basic expenses without public or private assistance. This income is determined by family size, the number and ages of children in the family, the sub-state geographical location, and special considerations resulting from the location.

Willamette Workforce Partnership (WWP) defines self-sufficiency wage as 200% of the Lower Living Standard Income Level (LLSIL). Up to date information can be located at https://www.doleta.gov/lsls/.

An individual who has full-time employment at a pay rate at or above the designated self-sufficiency wage, shall be considered to have achieved employment that allows for self-sufficiency. Therefore, the individual shall be considered to be self-sufficient and unable to receive Training Services. Regardless of full-time or part-time status, individuals who meet the underemployed status can receive Training Services.
PURPOSE
The purpose of this policy is to provide guidance for the provision of On-the-Job Training (OJT) contracts funded through the Workforce Innovation and Opportunity Act (WIOA) and other discretionary fund sources in compliance with federal and state laws, regulations, policies, and guidance.

REFERENCES
Code of Federal Regulations 20 CFR 683.200; 250; 255; 270; 275
Oregon State Workforce Policy 122 (a)
Training and Employment Guidance Letter (TEGL) 19-16
WIOA Sec. 181 (a)(1)(A); 181(b)(7)
WIOA Sec. 3 (44)
WIOA Sec. 134 (c)(3)(D) ii

POLICY
An OJT is provided under a contract with an employer or registered apprenticeship program sponsor in the public, private non-profit, or private sector. Through the OJT contract, occupational training is provided for the WIOA participant in exchange for the reimbursement, typically up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and supervision related to the training.

The OJT activities are defined in a contract with the employer and should be viewed as an alternative to more traditional classroom-based learning that allows participants to learn in their real work environment. The contract will include a structured training plan with a commitment of supervision and continued employment following successful completion of the training period.

On-the-Job training (OJT) is a hire-first job training program that benefits both participant trainees and local employers. An OJT is not an entitlement program for employers and WIOA participants. The decision to enter into contract with an employer is at the discretion of Willamette Workforce Partnership (WWP) and its contracted programs.

Strategic Occupations
All OJTs need to consider the connection between the employment goal of the applicant and positions that lead to self-sufficiency or within the regionally emerging industries.

Employer Eligibility
OJT agreements may only be executed with eligible employers and positions. In order for an employer to be eligible, the following must occur:
The OJT employer is registered with the Internal Revenue Service (IRS), reports to the Oregon State Employment Department for Unemployment Insurance, and carry Workman’s Compensation Insurance.

The employer is financially solvent and has an adequate payroll record keeping system that tracks hours worked, gross pay, deductions, and net pay.

Placement Restrictions
All OJT agreements must comply with WIOA, State of Oregon, and Willamette Workforce Partnership (WWP) guidelines which include:

- OJTs cannot be placed in employment that carries out the construction, operation, or maintenance or any part of a facility used for sectarian instruction or as a place for religious worship with the exception of maintenance of facilities that are not primarily used for instruction or worship.
- The business has not been debarred or suspended in regard to federal funding.
- OJTs must not be entered into with an employer who has received payments under WIOA or WIA and exhibits a pattern of failing to provide OJT trainees with continued long-term employment as regular employees with wages and employment benefits (including health benefits) and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
- The business cannot be involved in a labor dispute, has employees in layoff status, or is in violation of Davis Bacon Labor practices that govern prevailing wage rates for government construction contracts.
- The business cannot have a member of the OJT participant’s immediate family engaged in the administrative capacity for the employer or supervise the OJT participant.
- The OJT agreement cannot impair existing contracts for services or collective bargaining agreements. When an OJT agreement is being considered for positions under a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the OJT can be finalized.
- The OJT would not assist, promote, or deter union organizing.
- The employer does not illegally discriminate in training or hiring practices because of race, color, sex, national origin, religion, physical or mental handicap, political beliefs, or affiliations, or age.
- OJTs cannot be placed in jobs that pay by commission or piecework. Furthermore, seasonal and temporary employment are not considered appropriate placements because the OJT outcome is focused on long-term employment.
- The OJT trainee would not be engaged in partisan political activities.
- The employer does not have individuals on layoff from the same or any substantially equivalent job. This includes ensuring the employer has not
terminated the employment of any regular employee or reduce the workforce of the employer with the intention of filling the vacancy with an OJT trainee.

- The OJT would not infringe in any way upon the promotional opportunities of currently employed individuals (as of the date of the participation).
- The OJT does not encourage the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee at the OJT placement location.
- The OJT cannot be placed if a fee has been charged to the participant for referral or placement of the OJT.
- All OJTs cannot be less than four (4) weeks or more than twenty-six (26) weeks unless an exception has written approval by Willamette Workforce Partnership (WWP).

**Trainee Eligibility and Guidelines**

All OJT trainees must be determined eligible for Adult or Dislocated Worker programs, even if funding is from specialized grants. All Willamette Workforce Partnership (WWP) Standards for Adult and Dislocated Worker participants apply to OJT candidates.

Trainees are only eligible for OJTs when the following occur:

- The trainee is unemployed
- The trainee does not already possess a substantial portion of the skills required to perform the job
- The trainee is employed and is not earning a self-sufficient wage or wages comparable, or higher than, previous employment. The OJT position must provide an increase wage, hours, and/or benefits that leads the participant to self-sufficiency.
- The trainee is employed and must be able to learn new technologies, new production or service procedures, or able to upgrade to a new job that requires additional skills or workplace literacy.

Eligible trainees who have been assessed as having the skills and qualifications to participate successfully in an OJT contract may be provided services through the OJT program. OJT may be sequenced with other WIOA program services; such as work experience or classroom training.

**OJT Contract and Training Plan**

OJT opportunities can only be executed with approved employers who have completed an Employer Eligibility Checklist. Every OJT must consist of an OJT contract and Training Plan. The contract or training plan must be completed and signed by all parties (sub-recipient staff, employer, and trainee) before the OJT employee may begin training.

An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation to which the training is being provided. As part of the
contract, the training plan is a formal and written program of the structured job training that provides participants with a combination of instruction in job-ready skills (where indicated), general employment competencies and occupational skills.

**Registered Apprenticeship and OJT**

OJTs may be developed for participants enrolled into a Registered Apprenticeship program that has registered with U.S. Department of Labor or with Oregon's Bureau of Labor and Industry, Apprenticeship and Training Division. OJT contracts may be with the employer or the Registered Apprenticeship sponsor. OJT funding does not cover the classroom portion of the program; however, can cover, some or all, of the on-the-job portion of the Registered Apprenticeship. A combination of ITA and OJT funding to completely fund the Registered Apprenticeship is allowable.

**Ending of an OJT**

An OJT Training Plan is considered ended when of the following occurs:
- The trainee successfully completed the OJT and retained by the employer
- The OJT Training Plan reached ending date or the completion of the training; however, the trainee was not retained by the employer.
- The trainee quits or is terminated prior to training end date.

Sub-recipient may terminate an OJT training plan when the following situations occur:
- The employer fails to provide the training that was specified in the training plan
- The employer violates terms and conditions of the Training Agreement, this includes general violations of Federal and/or State regulations such as significant safety violations or failure to pay wages.

If sub-recipient terminates an OJT training plan because of the violations by the employer, staff must notify Willamette Workforce Partnership (WWP).

**Payment and Limits**

The total OJT payment may not be more than 50% of the actual gross wages earned during the training period (not including sick, holiday, or vacation time). Employers may not pay less than Oregon minimum wage.

Payments can only be made when all the training plan competencies have been scored at a passing level. Any refunds made to the participant account must be electronically noted with paper verification of refund located in participant file.
The intent of WIOA and the Governor’s Executive Order is that the new Workforce Board will be the visionary driver of workforce strategy and investments in the region. The non-profit board will handle the business of the organization and serve to drive alignment of other resources in the region, creating greater impact of Workforce Board Investments.
LOCAL WORKFORCE DEVELOPMENT BOARD MEMBERSHIP

WIOA Sec. 107(b)(2)(A)
Business Representatives – Majority of the board must come from this category.

Representatives of businesses in the local area who:

i. Are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority

- or -

ii. Represent businesses, including small businesses, or organizations representing businesses, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area

(Must be nominated by local business organizations and business trade associations)

<table>
<thead>
<tr>
<th>Business or Agency Name</th>
<th>Member Names</th>
<th>Nominated By</th>
<th>Term Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>MEI</td>
<td>Seth Christensen</td>
<td>CSC</td>
<td>6/30/2017</td>
</tr>
<tr>
<td>Express Professional Services</td>
<td>Patricia Callihan-Bowman</td>
<td>Salem Chamber of Commerce</td>
<td>6/30/2016</td>
</tr>
<tr>
<td>Personnel Source</td>
<td>Dean Craig</td>
<td>SEDCOR</td>
<td>6/30/2016</td>
</tr>
<tr>
<td>Cabinet Door Service</td>
<td>Michael Fowler</td>
<td>SEDCOR</td>
<td>6/30/2017</td>
</tr>
<tr>
<td>Doneth Wealth Management</td>
<td>Zac Hill</td>
<td>Salem Chamber of Commerce</td>
<td>6/30/2016</td>
</tr>
<tr>
<td>Cascade Employers Association</td>
<td>Gayle Klampe</td>
<td>SEDCOR</td>
<td>6/30/2018</td>
</tr>
<tr>
<td>Marion County Business Rep.</td>
<td>VACANT</td>
<td>VACANT</td>
<td>2/29/2016</td>
</tr>
<tr>
<td>Westview Products</td>
<td>Larry Moore</td>
<td>Chemeketa Community College</td>
<td>6/30/2018</td>
</tr>
<tr>
<td>West Valley Hospital- Salem Health</td>
<td>Jim Sapienza</td>
<td>Dallas Chamber of Commerce</td>
<td>6/30/2018</td>
</tr>
<tr>
<td>ARE Manufacturing</td>
<td>Alvin Elbert</td>
<td>City of Newberg</td>
<td>6/30/2016</td>
</tr>
<tr>
<td>Oregon Lithoprint</td>
<td>Matt Lazzeri</td>
<td>McMinnville Chamber of Commerce</td>
<td>6/30/2017</td>
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<tr>
<td>Selmet</td>
<td>Dustin Harrington</td>
<td>Albany Chamber of Commerce</td>
<td>6/30/2018</td>
</tr>
</tbody>
</table>
LOCAL WORKFORCE DEVELOPMENT BOARD MEMBERSHIP

WIOA Sec. 107(b)(2)(B)
Representatives of the workforce within the local area – At least 20% of the total board membership must represent the categories in this section.

<table>
<thead>
<tr>
<th>Membership Category</th>
<th>Member’s Name</th>
<th>Nominated By</th>
<th>Term Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

(i) Representatives of labor organizations (for a local area in which employees are represented by labor organizations), or (for a local area in which no employees are represented by such organizations) other representatives of employees;

**Minimum of one representative**
(Must be nominated by local labor federations or other employee representative group.)

<table>
<thead>
<tr>
<th>Organization</th>
<th>Name</th>
<th>Nominated By</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany Steelworkers Local 7150</td>
<td>Al Dorgan</td>
<td>Marion, Polk, Yamhill Central Labor Chapter</td>
<td>6/30/2018</td>
</tr>
<tr>
<td>Albany Area Chamber of Commerce</td>
<td>Janet Steele</td>
<td>Albany-Millersburg Economic Development</td>
<td>6/30/2017</td>
</tr>
<tr>
<td>Oregon Human Development Corporation</td>
<td>Frances Alvarado</td>
<td>Oregon Human Development Corporation</td>
<td>6/30/2017</td>
</tr>
<tr>
<td>Community-based organization</td>
<td>VACANT</td>
<td>VACANT</td>
<td>6/30/2016</td>
</tr>
<tr>
<td>Central Electrical Training Center</td>
<td>Greg Creal</td>
<td>Marion, Polk, Yamhill Central Labor Council</td>
<td>6/30/2016</td>
</tr>
</tbody>
</table>

(ii) Representative of labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area

**Minimum of one representative, if such a program exists in the area**

<table>
<thead>
<tr>
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<td>Greg Creal</td>
<td>Marion, Polk, Yamhill Central Labor Council</td>
<td>6/30/2016</td>
</tr>
</tbody>
</table>

(iii) Representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities **(Optional category)**

<table>
<thead>
<tr>
<th>Category</th>
<th>Nominated By</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individuals with Disabilities</td>
<td></td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Veterans</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(iv) Representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth **(Optional category)**

<table>
<thead>
<tr>
<th>Category</th>
<th>Nominated By</th>
<th>Expiration Date</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**LOCAL WORKFORCE DEVELOPMENT BOARD MEMBERSHIP**

**WIOA Sec. 107(b)(2)(C)**
Each local board shall include representatives of entities administering education and training activities in the local area.

When there is more than one local area provider of adult education and literacy activities under Title II, or multiple institutions of higher education providing workforce investment activities the CLEO must solicit nominations from those providers and institutions, respectively, in appointing the required representatives.

<table>
<thead>
<tr>
<th>Membership Category</th>
<th>Names</th>
<th>Nominated By</th>
<th>Term Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>List Business or Agency Name</strong></td>
<td><strong>Member’s Name</strong></td>
<td><strong>Organization Name</strong></td>
<td><strong>If Vacant, Date to be Filled</strong></td>
</tr>
<tr>
<td>A representative of eligible providers administering adult education and literacy activities under title II of WIOA</td>
<td><strong>Minimum of one representative</strong></td>
<td>Jason Kovac</td>
<td>Chemeketa Community College</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A representative of institutions of higher education providing workforce investment activities (including community colleges)</td>
<td><strong>Minimum of one representative</strong></td>
<td>Johnny Mack</td>
<td>Chemeketa Community College</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Represents of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment (Optional category)</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Attachment #5.3**
**LOCAL WORKFORCE DEVELOPMENT BOARD MEMBERSHIP**

WIOA Sec. 107(b)(2)(D)  
Each local board shall include representatives of governmental and economic and community development entities serving the local area.

<table>
<thead>
<tr>
<th>Membership Category</th>
<th>Names</th>
<th>Nominated By</th>
<th>Term Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Representatives of economic and community development entities</td>
<td>John Pascone</td>
<td>Albany Chamber of Commerce</td>
<td>6/30/2018</td>
</tr>
<tr>
<td>(Minimum of one representative)</td>
<td>Chad Freeman</td>
<td></td>
<td>6/30/2016</td>
</tr>
<tr>
<td>Representative from the State employment service office under the Wagner-Peyser Act serving the local area</td>
<td>Tom Erhardt</td>
<td>State of Oregon- OED</td>
<td>6/30/2018</td>
</tr>
<tr>
<td>(Required)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Representative of the programs carried out under title I of the Rehabilitation Act of 1973 serving the local area [other than section 112 or part C of that title]</td>
<td>Martha Dodsworth</td>
<td>State of Oregon- DHS</td>
<td>6/30/2017</td>
</tr>
<tr>
<td>(Required)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance</td>
<td></td>
<td></td>
<td>Not applicable</td>
</tr>
<tr>
<td>(Optional)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Representatives of philanthropic organizations serving the local area</td>
<td></td>
<td></td>
<td>Not applicable</td>
</tr>
<tr>
<td>(Optional)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td>Not applicable</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PURPOSE
The purpose of this policy is to outline criteria and processes for Workforce Board Member appointment and Board Member expectations in compliance with federal and state laws, regulations, policies, and guidance.

REFERENCES
WIOA Sec. 107
OWTDB Policy 107(b)

POLICY
BOARD COMPOSITION AND APPOINTMENT
The Mid-Willamette Jobs Council (MWJC), a consortium of county commissioners from Linn, Marion, Polk and Yamhill Counties as established by an intergovernmental agreement, serve as the local elected officials (LEO) for the workforce region comprised of the four counties. The MWJC appoints a chair from among their membership to act as the chief local elected official (CLEO). The MWJC appoints members to the Willamette Workforce Partnership (WWP) Board in accordance with the Workforce Innovation and Opportunity Act (WIOA) and State of Oregon Workforce and Talent Development Board policies to be the visionary driver of workforce development in the local area.

WWP Board members shall have the qualifications for membership consistent with the requirements of WIOA as supplemented by any qualifications for board membership established by the governor in partnership with the State of Oregon Workforce and Talent Development Board. The composition and makeup of the WWP Board shall comply with federal and state regulations and directives under WIOA.

The Members of the WWP Board shall be appointed by the MWJC, in accordance with the appointment procedures as set by WIOA and its implementing regulations.

WWP Board members fall into three categories as defined in the WIOA: a representative of business, a representative of workforce (includes labor and community-based organizations), and a representative of education and training. Workforce Board members may be appointed as a representative of more than one entity if the individual meets all the criteria for representation, including the criteria described in WIOA for each entity. WWP Board members will be appointed as necessary to maintain the appropriate balance of membership as outlined in WIOA and State Workforce Board policy.

The WWP Board shall have an Executive Committee whose membership shall consist of at a minimum the WWP Board officers, and one commissioner from each of the four counties. The CLEO shall be one of the four commissioners on the Executive Committee. The Executive Committee is designated by the full WWP Board to conduct business on behalf of the entire board when time does not permit full board action.

NOMINATION AND APPLICATION PROCESS
Prospective members are appointed as follows:
• Business Representatives are appointed from among individuals nominated by local business organizations and trade associations.
• Labor Representatives are appointed from individuals nominated by local labor organizations.
• The Higher Education Representative is appointed from nominations submitted by the institutions of higher education within the workforce region.
• The Adult Education and Literacy Representative is appointed from nominations submitted by local providers of those services.

BOARD MEMBER TERMS, REMOVALS, AND VACANCIES
Workforce Board members serve renewable three-year terms from the date of appointment. Three-year terms are staggered amongst board members. Workforce Board members who no longer hold the position or status that made them eligible for workforce board membership must resign with written letter or email to the WWP Executive Director or be removed by the MWJC immediately as a representative of that entity. WWP Board members must be removed by the MWJC if any of the following occurs:

• Documented violation of Code of Conduct;
• Documented proof of fraud and/or abuse; and
• Other factors as outlined in the WWP By-Laws

Any vacancy occurring during the terms shall be filled as soon as possible by the MWJC.

Note
Board action will occur November 15, 2018 meeting.
LOCAL WORKFORCE DEVELOPMENT BOARD
CERTIFICATION REQUEST

I certify that I am authorized to request certification of the Mid-Valley Workforce Area. This certification is for the Workforce Innovation and Opportunity Act period ending June 30, 2018.

This request includes documentation demonstrating the Local Workforce Development Board Membership composition.

Submitted on behalf of the Local Elected Official(s) for this Local Workforce Development Area.

(Signature – Local Elected Official)  1-30-16
(Date)

CRAIG A. POPE  COMMISSIONER  JOBS COUNCIL CHAIR
(Printed Name and Title)
Partnership Agreement
Among the
Mid-Valley Workforce Board,
Incite Incorporated and
the Mid-Willamette Jobs Council

June 26, 2015
1. Parties

This Agreement is between the Mid-Valley Workforce Board ("Workforce Board"), Incite Incorporated ("Incite") and the Mid-Willamette Jobs Council (MWJC), hereinafter collectively referred to as the "parties."

2. Workforce Board Responsibilities

The Workforce Board shall:

A. Develop and approve the Mid-Valley workforce area's strategic workforce plan for submission to the Governor;

B. Establish standards for and oversee the Mid-Valley's workforce system, subject to the terms of a Memorandum of Understanding ("MOU") executed with partner agencies;

C. Perform other workforce board duties as required by the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), the State of Oregon, Federal and State of Oregon grant agreements, other applicable Federal, State and local laws, rules and agreements and this Partnership Agreement;

D. Adopt bylaws, which shall be consistent with this agreement; and,

E. Appoint a majority of Incite's Board of Directors as described in the bylaws of the Workforce Board and the bylaws of the Incite Board.

3. Incite Responsibilities

Incite shall:

A. Remain a nonprofit Oregon corporation in good standing with Federal tax exempt status;

B. Serve as the Mid-Valley workforce area's local grant recipient and administrative entity as so designated by the MWJC;

C. Hire, evaluate and employ the Chief Executive Officer (CEO);

D. Direct the CEO to provide staff support for Incite, the Workforce Board and MWJC;

E. Develop the annual budget, subject to the approval of the MWJC; and manage workforce activities in accordance with the approved budget and direction received from the Workforce Board and MWJC;

F. Adopt policies and procedures and establish administrative systems necessary to ensure accountability and compliance with Federal, State and local laws, rules, grant terms and agreements;

G. Deliver an annual report on activities during the preceding year;

H. Purchase insurance, to the extent it is available, to reasonably cover risks and liabilities;

I. Solicit and accept public and private funds;

J. Maintain strong linkages with local governments and local educational and economic development agencies;

K. Procure and award workforce area contracts, make purchases and enter into leases as authorized by the budget;
L. Maintain a system to hear and resolve grievances and complaints brought by customers and other interested parties;

M. Furnish copies of audit reports to the Workforce Board and the MWJC;

N. Comply with all applicable Federal, State and local laws, rules, policies and procedures. In the event liability for Incite's mid-valley workforce expenditures or operations occurs, the following priorities shall apply:
   i. First Priority: Incite shall attempt to recover funds from the contractor, agent for third party causing the liability;
   ii. Second Priority: Incite shall attempt to recover funds from an insurance carrier or bond issuer;
   iii. Third Priority: Incite shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues;
   iv. Fourth Priority: Incite shall repay the liability utilizing the contingency fund established for this purpose.

O. Incite will hold the Workforce Board and MWJC members and officers harmless from all liability resulting from their Workforce Board's and MWJC's service, to the extent allowed by law and permitted by the terms of the grants administered by Incite.

4. MWJC Responsibilities
MWJC shall:
   A. Appoint Workforce Board members;
   B. Review and approve the Mid-Valley workforce area's strategic workforce plan for submission to the governor and approve the annual budget, including major modifications thereto;
   C. Designate the grant recipient and administrative entity of the workforce area;
   D. Appoint one Jobs Council member from each of Linn, Marion, Polk and Yamhill counties to serve as ex-officio non-voting members of the Incite Incorporated Board of Directors and
   E. Perform oversight and other responsibilities assigned to local elected officials pursuant to WIOA, State of Oregon laws, policies and grant agreements and the MWJC intergovernmental agreement.

5. Code Of Conduct
The Workforce Board, Incite and MWJC shall mutually agree upon and adopt a Code of Conduct.

6. Dispute Resolution
If a dispute arises among the parties, the Workforce Board, the Incite Board and the MWJC shall each select two members to meet and attempt to resolve the dispute. The meeting shall be chaired by a neutral party who may be a hearing officer selected by the Oregon Employment Department. The neutral chair may make a
motion and call for a vote if a mutually agreed upon resolution cannot be reached and the neutral chair shall, in the case of a deadlock, cast the deciding vote. The decision shall be binding upon the Workforce Board, the Incite Board and MWJC.

7. Rebranding
The Workforce Board, Incite and MWJC may elect to "rebrand" by changing their names. Any such change shall not invalidate this agreement and shall merely serve to substitute the new name for the name contained in this agreement.

8. Duration
This agreement shall take effect when authorized by the Workforce Board, the Incite Board and MWJC. Any of the three parties may withdraw from this Agreement by giving advance written termination notice to the other parties on or before December 31st. Termination shall be effective at midnight of the following June 30th, the end of the workforce program year.

9. Amendment
This Agreement may be amended or repealed at any time by means of a majority vote of the members of each of the three parties at a regular or special meeting.

SIGNATURES
The parties agree to each of the terms of this Agreement by signing below.

Workforce Board Chair/Incite Board President

Mid-Willamette Jobs Council Chair

June 26, 2015
PUBLIC INPUT PROCESS

The local plan was developed with significant community engagement. An advisory group of workforce board member provided oversight to the process of developing this document. Through six meetings, involving over 200 participants from various interest groups, discussion were held and the Strategies and Goals were formulated. The Workforce Board convened in early December to direct staff in the strategic direction for this plan.

In late January this plan was posted on Incite’s website for 30-day public comment. All participants in the community meetings were notified that the plan was available for public comment.

Dates of Communication:
September 9, 2015 - Press Release Published
September 9, 2015 - Invitation to Attend Public Forum Sent
September 15, 2015 - Reminder to Attend Public Forum Sent
September 17, 2015 - Agenda & Handouts Sent
September 22, 2015 - 2nd Reminder to Attend Public Forum Sent
September 25, 2015 - Public Forum Held, Feedback Requested - 87 in Attendance
September 25, 2015 - Follow-up Press Release Published
September 26, 2015 - Press Release Published
September 26, 2015 - Invitation to Attend 2nd Public Forum
October 5, 2015 - Reminder to Attend 2nd Public Forum
October 8, 2015 - Agenda & Handouts Sent
October 12, 2015 - 2nd Reminder to Attend 2nd Public Forum
October 14, 2015 - 2nd Public Forum Held, Feedback Requested - 72 in Attendance
October 15, 2015 - Follow-up Press Release Published
October 16, 2015 - Invitation to Attend 3rd Public Forum
October 26, 2015 - Reminder to Attend 3rd Public Forum
October 29, 2015 - Agenda & Handouts Sent
November 2, 2015 - 2nd Reminder to Attend 3rd Public Forum
November 6, 2015 - 3rd Public Forum Held, Feedback Requested - 71 in Attendance
November 10, 2015 - Public Forum Input Sessions Held McMinnville and Dallas, Feedback Requested, 18 Attended
November 12, 2015 - Public Forum Input Session held in Albany, Feedback Requested, 25 Attended
November 16, 2015 - Follow-up Press Release Published
November 16, 2015 - Public Feedback Requested - 58 Responses
November 24, 2015 - Workforce Board & Jobs Council Meeting Announced
December 4, 2015 - Workforce Board & Jobs Council Convened
December 17, 2015 - Update Sent with Proposed Decisions Made by the Workforce Board
January 29, 2015 – Proposed Plan Submitted for 30-day Public Comment

All notifications, invitations and press releases were sent to 366 email recipients representing local business, labor organizations, education and members of the public. The Area Chambers of Commerce of McMinnville, Newberg, Salem and Dallas also alerted their members of the local area public forum summary sessions held on November 10 and 12, 2015.

This plan was presented for public comment from January 29, 2016 to March 1, 2016. No public comments were received during this time.