

## WORKFORCE INNOVATION AND OPPORTUNITY ACT CONTRACT WITH COMMUNITY PARTNERSHIPS INC.

This contract is made, dated and entered into as of the 1st day of July 1, 2016, between the City of Durham, a municipal corporation (“City”) and Community Partnership Inc. (“Contractor”), a non-profit corporation organized and existing under the laws of the state of North Carolina.

Sec. 1. Background and Purpose. The purpose of this contract is to provide Framework services to Workforce Innovation and Opportunity Act eligible Durham youth. Attachment A describes the services proposed. The City, through the Durham Workforce Development Board, is a recipient of Workforce Innovation and Opportunity Act formula funds provided through the Division of Workforce Solutions North Carolina Department of Commerce (DWS), for formula Workforce Innovation and Opportunity Act purposes. Pursuant to said grant, in keeping with its broad objectives, the City desires to engage the Contractor to render certain services in the furtherance of those objectives. The Contractor shall abide by each paragraph of this agreement and its attachments and all procedures, rules and regulations imposed upon the City by DWS, in connection with the City’s receiving the grant referred to above. The specific service to be provided by Contractor is framework services to provide comprehensive guidance and counseling, support services, follow-up services, and leadership services in addition to recruitment, intake, assessment, and funding for occupational skills training to individuals that are enrolled in the Durham YES program administered by the Office of Economic and Workforce Development (OEWD).

Sec. 2. Services and Scope to be Performed. Contractor shall perform the services and activities outlined in Attachment A, “Statement of Work”. Those services and activities are hereby referred to in this contract as “the program” or the “Work”. The Contractor shall begin performance of those services and activities on or about July 1, 2016. It shall complete those services and activities by June 30, 2017.

Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Reserved

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract and in Attachment B, “Program Budget”, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5 Contractor’s Billings to City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be requested by the City. Within thirty days after the City receives an

invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall make payments on a cost reimbursement basis to the Contractor for services and activities described in Attachment A pursuant to, and consistent with, the budgeted line-items provided for in “Attachment B. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. The total dollar amount to be paid under this contract by the City to the Contractor shall not exceed \$325,000, renewable annually for up to two additional years based on performance and funding availability.

**Sec. 6. Prompt Payment to Subcontractors.** (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8<sup>th</sup> day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled “Prompt Payment to Subcontractors,” he or she will be referred to as the “Project Manager”) determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

(i) the amount of interest due to the Subcontractor under subsection (a), and/or

(ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled “Prompt Payment to Subcontractors”) shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance. Contractor shall maintain not less than shown in Attachment H

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule required by this contract, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Attachments. The following Attachments are made a part of this contract:

Attachment A	Statement of Work
Attachment B	Program Budget
Attachment C	Certification Regarding Lobbying
Attachment D	Financial Assurances and Certification
Attachment E	Drug-Free Workplace Disclaimer
Attachment F	Certifications Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions
Attachment G	Assurances and Certifications
Attachment H	Insurance requirements for Workforce Innovation and Opportunity Act Contractors

The Contractor shall comply with the terms of these Attachments and, where required, execute and date the certifications and disclaimers. In case of conflict between an Attachments and the text of this contract excluding the Attachments, the text of this contract shall control.

Sec. 10. Notice(a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Esther Coleman  
Senior Workforce Development Administrator  
City of Durham  
Office of Economic and Workforce Development  
101 City Hall Plaza  
Durham, North Carolina 27701  
The fax number is (919) 560-4986

To the Contractor:

Elaine Hickey  
Director of Finance  
Community Partnerships, Inc.  
3522 Haworth Dr  
Raleigh, NC 27609

(b) Change of Address. Date Notice Deemed Given. A change of address, fax

number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

Sec. 13. Termination for Convenience (“TFC”). (a) *Procedure*. Without limiting any party’s right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City’s instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City’s decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. State Law Provisions.

(a) E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor’s subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

(b) Iran Divestment Act Certification. The Contractor certifies that, if it submitted a successful bid for this contract, then as of the date it submitted the bid, the Contractor was not identified on the Iran List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not identified on the Iran List. It is a material breach of contract for the Contractor to be identified on the Iran List during the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section -- “Contractor” means the person entering into this contract with the City of Durham; and “Iran List” means the Final Divestment List – Iran, the Parent and Subsidiary Guidance– Iran list, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

Sec. 15. Financial Records. The Contractor shall establish and maintain a financial management system which will account for all funds received under this

Contract and expenditures made in furtherance of the Project. Such system shall be created and maintained in accordance with generally accepted accounting principles. This system shall be documented to the satisfaction of the City and shall include:

- a. A general ledger (balance sheet and statement of revenue and expenses) in which a summary of all accounting transactions are recorded. In addition, the Contractor shall maintain a cash receipt and disbursement register in which receipts and disbursements will be documented. Funds disbursed by the Contractor shall be made by pre-numbered checks, used in numerical sequence and must be supported by appropriate documentation. This documentation includes items such as payroll, time and attendance records, invoices, contracts, records of travel payments, and notations showing the approval of an authorized official of the Contractor.
- b. The Contractor shall maintain such records and accounts including property, personnel, and financial records so as to assure a proper accounting for all Project funds. These records shall be retained by the Contractor for a period of three years after the City makes final payments to the Contractor pursuant to this Contract and after all other pending matters are closed. At any time after the Contract termination, however, the Contractor may turn these over to the City for retention after completion and acceptance of required audits.
- c. The Contractor shall provide an accounting for all funds paid to it by the City under this Contract. More specifically, Contractor's financial management system shall provide for:
  - i. Records which identify adequately the source and application of funds under this Contract. These records shall contain information pertaining to encumbrances and unencumbered balances, assets, liabilities, outlays and income.
  - ii. Effective control over and accountability for all funds, property and other assets attributed to the Contract. The Contractor shall adequately safeguard all such assets and shall assure that they are used solely for the performance of the Contract.
  - iii. Comparison of actual expenditures with budgeted amounts for those expenditures and comparison of financial information with performance or productivity data, including the production of per participant cost information whenever required by the Office of Economic & Workforce Development (OEWD).
  - iv. Procedures for determining the allowability and allocation of costs.
- d. The Contractor's financial records shall be audited by a Certified Public Accountant at least annually. The auditor shall be obtained and paid by the

Contractor without any City funds. Should there be an exception taken during the audit, the Contractor shall resolve the findings and recommendations within thirty (30) days after completion of the audit.

e. Contractor shall have available for in-house reviews, as needed, sufficient additional documentation to justify costs all that are funded under the contract, including, but not limited to:

1. Time sheets or payroll registers.
2. Documentation related to the fringe benefit percentages for each employee whose salary is charged to the contract.
3. Documentation of supply costs.
4. Documentation of other program costs such as, technology, food and meeting costs, professional services, employee morale, insurance, criminal background checks, maintenance and repair and other costs allowable under the NC Department of Commerce and the policies of the Durham Workforce Development Board.
5. Documentation of client support service costs such as childcare, books, supplies, and other costs allowable under the NC Department of Commerce and the policies of the Durham Workforce Development Board.

Sec. 16. Audits and Inspections. At any time during normal business hours and as often as the City, Durham Workforce Development Board, the State of North Carolina, the U.S. Department of Labor, or the Comptroller General of the United States (said four entities and agencies are referred to hereafter as “said Entities”) may deem necessary, the Contractor shall make available to said Entities or the duly authorized representatives of any of said Entities, all of the Contractor’s books, documents, papers, and records pertaining to this contract.

Programs must be conducted in accordance with auditing standards set forth in the financial and compliance handbook entitled “Standards for Audit of Governmental Organizations, Program Activities and Functions”, issued by the Comptroller General of the United States and circulars A-128 and A-133 issued by the Federal Office of Management and Budget. Contractor shall submit a copy of the Contractor’s annual audit report to the OEWD within sixty days of completion of the audit.

Sec. 17. Property Management. All non-expendable personal property acquired for the Project with funds provided in whole or in part under this Contract shall:

- a. become property of the City at the time of acquisition,
- b. be marked by the Contractor with City property numbers obtained from City, and
- c. be turned in to the City upon termination of the Project or at such time as the City makes a request for such property.

Non-expendable personal property is defined as property which will not be consumed or lose its identity during the contract term, has a value of \$100.00 or more at

the time of purchase, and is expected to have a useful life of one year or more. Property records for non-expendable personal property shall be accurately maintained by the Contractor and shall reflect the following:

- a. a description of the property;
- b. acquisition date and costs;
- c. vendor of the property; and
- d. percentage of the cost of the property purchased with funds from this Contract.

An inventory of non-expendable personal property shall be made by the Contractor for each calendar quarter and upon completion will be transmitted to OEWD. A final inventory is to be submitted by the Contractor to the City upon the termination of this Contract.

Non-expendable personal property shall not be purchased by the Contractor from funds from this Contract unless OEWD has given its approval. The Contractor shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, the Contractor shall report the loss, damage, or theft to the Police of the City, unless the possible crime occurred in another jurisdiction, in which case the Contractor shall report it to the law enforcement authorities with jurisdiction and the Contractor shall provide a copy of the investigation report to OEWD.

Real property shall not be purchased by the Contractor with Project funds unless OEWD had first made a specific, written authorization of such purchase. For the purpose of this Contract, real property means land, land improvements and interests in land, structures and appurtenances thereto.

Sec. 18. Proof of Contracting Requirements. The Contractor shall furnish to the City within ten days after a subcontract is entered into a copy of any subcontract if it is funded, in whole or in part, with funds provided from this Contract. Such subcontracts shall require subcontractors to comply with all applicable federal, state, and local laws and regulations. The Contractor shall not assign any rights under this Contractor or subcontract any portion of the work without express written approval by the City Manager of the City. Contractor shall not use this Contract or its anticipated proceeds to borrow money.

Sec. 19. Procurement. Without limiting the section of this contract titled "Compliance with Law," (Subsection 18 (f)) it is agreed that the Contractor shall comply with all applicable bid and procurement laws with respect to all transactions to purchase apparatus, supplies, materials, and equipment which the Contractor may enter as a result of this Contract.

Sec. 20. Maintenance of Effort. The Contractor further represents that it would have not performed the scope of work in the absence of this contract and that the scope of services is in addition to what the Contractor's level of funds and services would have been in the absence of this contract.

Sec. 21. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EBOP. The Contractor shall comply with all applicable provisions of Article

III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(i) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(k) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

CITY OF DURHAM

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
By

Pre-audit certification:

Community Partnerships Inc.

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

Title: \_\_\_\_\_

NORTH CAROLINA

ACKNOWLEDGMENT BY COMMUNITY PARTNERSHIPS INC.

COUNTY OF \_\_\_\_\_

I, a notary public in and for the aforesaid county and state, certify that \_\_\_\_\_ personally appeared before this day and stated that she or he is the (~~strike through the inapplicable:~~) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of Community Partnerships Inc., a corporation, and that by authority duly given and as the act of the corporation, he or she signed the foregoing contract with the City of Durham and the corporate seal was affixed thereto.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ATTACHMENT A

## STATEMENT OF WORK

### Purpose

The Durham WIA youth program has always been committed to serving the young people who are most in need of our help. For example, at least 70% of current YES program participants have multiple WIA-defined life barriers. Our targeted outreach to Durham's most needy youth will continue in 2016. The YES program will also engage in-school youth to help the Durham Workforce Development Board Youth Council achieve its objective of decreasing Durham's dropout rate.

YES program services in 2016 will include comprehensive guidance and counseling, supportive services, occupational skills training, and follow-up services. To fill an existing gap in WIOA youth services, the YES program will also provide adult mentoring. Monthly RAP sessions led by community and business leaders in Durham will connect youth to adults who are interested in serving as positive role models for young people in need. Two *YES Mentoring Luncheons* during the program year will give these RAP session presenters the opportunity to reconnect with YES youth so that they can continue to provide guidance and support.

Durham's YES program will also tap into its considerable network of community collaborators to offer youth a wide range of services and supports. Continued collaboration with the Achievement Academy of Durham, Durham Public Schools, and many more will enable the YES program to provide quality services while helping to make the most of limited WIOA dollars and resources. Strategic collaboration-building activities with the Durham Career Center will expose YES youth to the opportunities available through the Career Center system.

The YES program will serve 150 youth, at a cost of less than \$2,000 per participant, during the July 2016-June 2017 timeframe.

### Deliverables

The Durham YES program establishes annual performance outcome measures in addition to the federal measures implemented by the U.S. Department of Labor Employment and DWS. In program year 2016, performance outcomes will be as follows:

**Placement in Employment, Education, or Training-** Percentage of participants in education, training, or unsubsidized employment; measured in Q2 after exit (70%).

**Retention in Employment, Education, or Training-**Percentage of participants in education, training, or unsubsidized employment; measured in Q4 after exit (TBD).

**Earnings after entry into unsubsidized employment-** Median earnings of participants in unsubsidized employment during Q2 after exit (TBD).

**Credential rate-**Percentage of participants who obtain a recognized credentials or secondary diploma during participation or within 1 year after program exit (65%).

**In Program Skills Gain-**Percentage of participants in education leading to credential or employment during program year, achieving measurable gains, measured in real time (TBD).

The YES program will meet or exceed the City of Durham expectations for these goals once they have been defined.

- By June 30, 2017, the Durham YES program will enroll 20 youth.
- At least 85% of new enrollees will be out of school, in an effort to target Durham's neediest youth.
- Up to 15% of new enrollees will be in school youth, in an effort to decrease Durham's high school dropout rate.
- By June 30, 2017, the Durham YES program will serve a total of 150 youth.
- By June 30, 2017, the Durham YES program will close out 20 youth who have met the goals on their individual service strategies..
- By June 30, 2017, as a result of YES services, participants will earn 10 GEDs and/or high school diplomas (does not include certificates).
- By June 30, 2017, the Durham YES program will establish 12 new work-based learning opportunities.
- By June 30, 2017, the Durham YES program will provide services to 20 youth through collaborative community partnerships involving non WIOA funding.
- By June 30, 2017 the Durham YES program will provide entrepreneurial training opportunities for up to 10 youth.

#### Outcome Measurement

Contractor has established systems in place to measure program performance and ensure continuous quality improvement. To measure progress toward Common Measure achievement and the number of GEDs/diplomas earned, the Program Manager will utilize NCWorks-Online. A monthly billing report compiled by the agency's Accounting and Finance Department will be utilized to measure and track new enrollments, how many youth are receiving services at any given time, the barriers those youth face, and whether or not they are in school or out of school.

### Performance Evaluation & Monitoring

The YES Program Manager and agency staff will participate in monthly review meetings with the agency's Executive Team. Program performance and progress toward anticipated outcomes are reviewed and analyzed at these meetings and strategies to ensure favorable outcome results are developed and implemented by the Program Manager.

The YES Program Manager will compile and analyze Performance Reports on a weekly basis and discusses results in one-on-one weekly meetings with each Youth Specialist. The entire YES team will meet twice a month to review and discuss Performance Reports and develop strategies to ensure favorable results, and to review current caseloads and ensure that youth are on track to meet the goals in their individual service strategies.

Youth enrolled in the program will also be required to participate in semi-annual ISS reviews with their Youth Specialist to ensure that they are on track to achieve identified goals. These formal reviews are separate from the ongoing revisions that may be needed to a participant's ISS throughout the year. In addition, the YES Program Manager conducts an annual ISS review with the participant and his/her Youth Specialist.

The Durham YES program will also provide monthly reports to the Durham Workforce Development Board, which will detail enrollment, program element participation, and attainment of negotiated performance outcomes. The YES program will also attend monthly meetings with the Durham Local Area Youth Program Coordinator to discuss program improvement and professional development of staff.

## **Features**

### **Strategic Collaboration**

The YES program has built strong relationships with numerous agencies across the Durham community in order to better serve the youth enrolled in services. In addition to our continuing partners, the FYO and Fostering Wellness project will significantly expand the program's collaborative work in 2016.

- Community Empowerment Fund
- Community Partnerships, Inc.
- Dress for Success Triangle
- Durham Technical Community College
- Genesis Home
- Life Skills Foundation
- PLM Families Together, Inc.
- Wake Technical Community College
- Youth Villages
- United Way of the Greater Triangle
- LINKS Program
- Second Family Foundation
- Inter-Faith Food Shuttle

- LIFE Skills Foundation
- SaySo
- The Hope Center at Pullen
- GSK

Recognizing the limitations of WIOA resources, YES will continue to build these relationships in program year 2016 and will strategically target new partners to meet the needs of the young people we serve.

#### **Durham YES & Achievement Academy of Durham**

The Achievement Academy of Durham and the YES program have established a strong and effective partnership, one that drives referrals for both programs and that helps youth achieve educational success. When a YES participant requires GED classes, staff members from the Achievement Academy participate in that youth's initial ISS meeting along with the YES Youth Specialist. Together, they help the youth establish realistic and achievable benchmarks for earning a GED and identify the supportive services he or she will need in place in order to be successful. Staff from both organizations will help the youth understand what to expect from GED classes and set clear expectations for participation. Some of the young people who have earned their GEDs through the Achievement Academy and are pursuing their post-secondary education have gone on to provide tutoring to their peers enrolled in GED classes. YES and the Achievement Academy also hold monthly clinical team meetings, at which they discuss the progress of the youth enrolled in both programs and develop action steps for addressing problems or concerns.

#### **Durham YES & The Durham Career Center**

The YES program will collaborate with the Durham Career Center with a major focus in program year 2017 to formalize this partnership and create an ongoing set of collaborative activities that will occur throughout the year. Examples include:

- Durham YES staff will volunteer at the Durham Career Center Fair and lead mock interviews with youth and adults seeking to improve their work-readiness skills.
- All new YES enrollees will receive an orientation regarding the Durham Career Center system and its available services.
- The YES program will offer its staff to the Durham Career Center on a regular basis to provide assistance with its ongoing initiatives, and to offer their expertise and knowledge about services available to youth in Durham County.

#### **Product Description**

From July 2016-June 2017, the YES program will deliver framework services to eligible youth in the Durham community that will help them achieve their employment and educational goals. The program design outlined below will help the Durham Workforce Development Board achieve its goal of supporting effective youth education, training, and employment initiatives.

### Outreach & Recruitment

The Durham YES program has consistently met or exceeded enrollment expectations. Word-of-mouth referrals are the program's primary source for new enrollment, but referrals from our network of collaborative partners are also consistent. Durham YES also has a strong track record of engaging those young people who are most in need of help. Nearly 70% of the youth currently enrolled in the YES program have 3 or more WIOA-defined barriers. In program year 2016, the YES program's targeted outreach to Durham's most needy youth—including both out-of-school and in-school youth—will include:

- Marketing YES services to out-of-school youth at locations such as alternative high schools, the Department of Social Services' Work First program, and Durham Technical Community College. Recruitment efforts will also focus on events geared toward the target population.
- Engaging in drop-out prevention activities by strengthening collaboration between the YES program and guidance counselors within the Department of Public Instruction to create a consistent two-way referral system for in-school youth at risk of leaving school or aging out.

### **Entering the YES Program: Client Flow, System Orientation, & Enrollment:**

Referrals from current and past program participants and collaborative partners continue to be the program's primary sources for new enrollment. The Program Manager and Senior Youth Specialist will spearhead recruitment efforts in PY 2016, focusing on informational sessions and displays in targeted community locations. An ongoing relationship with the Department of Public Instruction allows the YES program to identify in-school youth in need of WIOA services. The LINKS Program and Durham County Human Services also continue to be strong referral sources. Lastly, the FYO collaborative and the Fostering Wellness project will also expose additional young people to YES services, opening up new avenues of outreach and recruitment.

YES staff will conduct weekly Informational Sessions that explain the goals of WIOA legislation, services available through the YES program, eligibility criteria, and documentation required for enrollment. During the Informational Session, youth are invited to complete an application, which provides basic information regarding the individual's existing barriers, educational background, income level, and more. The Education Specialist administers the Reading, Math Computation, and Applied Mathematics section of the TABE Locator test, followed by the appropriate TABE Survey. If a youth scores below an 8.9 on the TABE Survey he/she is considered basic skills deficient. At this stage, the enrolling youth is assigned to one of the program's Youth Specialist's caseloads (not to exceed a 45:1 ratio). The Education Specialist is responsible for conducting a CareerScope assessment and utilizes additional tools (including mynextmove.org, O\*Net Online, and NCWorks) to provide the youth with labor market and employment information. The assigned Youth Specialist then develops an Individual Service Strategy (ISS), which acts as a road map for the youth, detailing the concrete steps the youth will need to take to move through an individualized career pathway. YES staff will monitor each youth's ISS, updating as

necessary. Once the ISS has been created, the Program Manager verifies the youth's file and the individual is formally enrolled into the program.

**The Elements:**

**Comprehensive Guidance & Counseling:** The YES program will continue to utilize its experienced Youth Specialists to provide guidance to youth as they move through the program and through their chosen career pathway. If appropriate, YES staff will provide referrals to substance abuse and/or mental health counseling. The Youth Specialist is the participant's primary point of contact throughout the duration of WIOA services. Providing referrals to other community providers as deemed necessary by the youth's ISS, monitoring the youth's progress along his/her career pathway, providing supportive services as necessary, and providing crisis intervention when needed, the Youth Specialist must develop a genuine rapport and relationship with each individual they support. Comprehensive guidance and counseling is primarily provided on a one-on-one basis, but group activities are also utilized to provide holistic guidance to youth. As part of this element, Youth Specialists conduct monthly RAP sessions, for example. This group activity provides education designed to educate participants in areas such as financial literacy, independent living skills, entrepreneurship, building self-esteem, and other topics deemed appropriate for enrolled youth. RAP sessions also tackle topics designed to build leadership skills. The RAP sessions explored constructive methods of protesting that do not lead to arrests.

**Occupational Skills Training:** Each participant's career pathway is unique to his/her personal goals and education and training needs. YES program staff links participants to occupational training programs that will lead to employment and a living wage. Over the years, YES program participants have successfully completed a diverse range of training, earning professional certifications in the healthcare, food, and hospitality industries. The program continues to expand its network of professional training providers in the community to meet the needs of the youth enrolled. Most recently, we've developed a strategic partnership with Durham Technical Community College that will allow youth to earn Dialysis Technician certifications.

As part of the Fostering Wellness project, foster youth enrolled in the YES program will have access to numerous career paths in the local and regional food system, including progressive internship, training, and employment in the culinary arts, mobile markets, catering companies, retail outlets, and more. Each of these different job training modules are designed to build off of one another, creating a linear career pathway where youth earn stackable credentials and work experiences.

The YES Program Manager also serves on the local committee comprised of educational, government, and private entities that is working to develop a certified career pathway in health and life sciences in Durham.

Financial Literacy Education: Monthly RAP sessions and one-on-one guidance from Youth Specialists are the primary methods the YES program utilizes to help enrolled youth learn critical money management and financial planning skills. As of April 20, 2016, the YES Program Manager will become qualified to provide financial literacy training utilizing the FDIC's Money Smart for Young Adults & Adults curriculum. This training will be available to youth on a quarterly basis. Lastly, youth co-enrolled in the FYO Collaborative will also have access to financial literacy training from Dress For Success Triangle, NC and the LIFE Skills Foundation.

Entrepreneurial Skills Training: The YES program will utilize several different resources to provide youth with training related to launching and managing their own businesses. Not everyone is interested in being an entrepreneur, but it is important that we provide training and tools that can move youth along this career pathway if it's the goal they've identified. Based upon a participant's career goals, the YES program will provide access to entrepreneurial training via Joe Startup Seminars. These seminars occur over a four-month period, meeting once a week, for two hours at a time. Covering topics that include idea creation, personal finance, soliciting marketing data, and social marketing, participants will develop and complete a business plan by the end of the seminar. We estimate that, initially, 10 youth will participate in this training.

The Fostering Wellness project offers a remarkable opportunity to learn entrepreneurial skills. Foster youth co-enrolled in the YES program will have the opportunity to participate in entrepreneurial work groups around the local food production system. Each work group will consist of 8-10 youth who will work with a fully funded CPI staff person and 2-3 Business Coaches. The youth will go through the entire entrepreneurial career pathway process- from learning how to design a business plan to marketing and development. At the end of the process, youth will actually bring their product or idea into the marketplace. We anticipate that an additional 10 WIOA youth will participate in this training.

Services That Provide Labor Market and Employment Information about In-Demand Industry Sectors or Occupations: As indicated above, this information is provided as part of a participant's initial CareerScope assessment and the development of that youth's ISS. During this process the Youth Specialist utilizes mynextmove.org, O\*Net Online, and NCWorks to educate the participant about growing regional industries. Labor market information is also provided in employment-related RAP sessions throughout the program year. In addition, the YES program will continue its Learn to Earn initiative in 2016. Learn to Earn enables youth to connect to local employers by participating in group tours of businesses, where they learn about the skills needed for each occupation.

Preparing for the Transition to Postsecondary Education & Training: In PY 2016 youth will have access to services through the Sylvan Learning Center, which provides training around self-directed learning, study skill instruction, and other strategies for successful adult learning.

**Supportive Services:** We know that youth need support in all areas of life in order to succeed. Supportive services are provided only when all other service options have been exhausted and are available to help participants pay for housing, books, tuition, child care transportation, work uniforms, and other items needed to successfully participate in the YES program.

**Follow-Up:** Youth Specialists provide 12 months of follow-up services after a youth exits the program to ensure their successful transition into employment or postsecondary education

In addition to the framework services and elements described above, the YES program provides additional employment-related activities for enrolled youth that are designed to help youth progress along their chosen career pathways.

The Program Manager works closely with the City of Durham to identify and coordinate Work Experiences for youth. To be eligible for a Work Experience, the participant must complete at least 3 of the program's soft skills training workshops. Soft skills training is provided by the Program Manager, who utilizes the Department of Labor's modular "Skills to Pay the Bills: Mastering Soft Skills for Workplace" curriculum. When YES staff determines that the youth is ready for a Work Experience, the Program Manager identifies a local employer who offers positions in the youth's chosen area of interest. This partnership with the City of Durham offers the youth a 12-week, part-time employment experience that pays \$9/hour and improves his/her employability as they move through the YES program and their career pathway.

Some youth come into the YES program in crisis and require immediate income. The Program Manager spearheads a pipeline employment process that provides rapid employment for the youth, bypassing the interview process. The YES program has working relationships with several area employers to provide this rapid employment when youth need it.

Finally, the Program Manager will be a key member of the City's Business Engagement Team, which identifies summer employment opportunities for youth.

Attachment B

**Budget Form**

**Agency's Name:** Contractor

Program Costs	Number	Line Item Totals
Staff Salaries	100	\$ 174,144.00
Fringe Benefits	101	\$ 41,772.00
Staff Travel	102	\$ 3,300.00
Scholarships	103	\$ 9,200.00
Employer OJT Incentives	104	\$
Participant Wages	105	\$
Participant Fringe Benefits	106	\$
Rent	107	\$ 26,496.00
Supplies	108	\$ 2,500.00
Equipment	109	\$ 800.00
Communications	110	\$ 8,096.00
Staff Training and Dev.	111	\$ 1,700.00
Other Program Expenses	112	\$ 9,337.00
<b>Subtotal Program Costs</b>	<b>1XX</b>	<b>\$277,345.00</b>
Supportive Services Costs	Number	Line Item Totals
Child Care Costs	200	\$ 1,200.00
Participant Transportation Costs	201	\$ 3,800.00
Other (describe)	202	\$ 7,834.00
<b>Subtotal Supportive Services Costs</b>	<b>2XX</b>	<b>\$ 12,834.00</b>

Youth Project Costs	Number	Line Item Totals
Program Costs	300	\$ 290,179.00
Administration Costs (12%)	400	\$ 34,821.00
<b>Total Program Cost</b>		<b>\$ 325,000.00</b>

301 In-Kind Funds	Number	Line Item Totals
Durham FYO	United Way	\$ 22,500.00
Fostering Wellness Program	GSK grant	\$ 135,213.00
Bank Fees	CPI	\$ 1,656.00
Administration cost that exceed allowable cost	CPI	\$ 14,793.00
<b>Total Amount of Funds</b>		<b>\$ 174,162</b>

*Workforce Innovation and Opportunity Act Contract between the City of Durham and Community Partnership Inc.*

In-school (up to 50%)	\$ 48,750.00 (15%)
Out-of-school (at least 50 %)	\$276,250.00 (85%)

Attachment C

**Certification Regarding Lobbying Certification for Contracts, Grants,  
Loans, and Cooperative Agreements**  
Durham Workforce Development Board

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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, or cooperative agreement.

(2) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.C. 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.

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Signature

Date

Attachment D  
**FINANCIAL ASSURANCES AND CERTIFICATION**

- A. The Program Applicant (hereinafter referred to as the "Contractor") assures that it will fully comply with the requirements of the Workforce Innovation and Opportunity Act (Public Law 105-220) and its regulations, the WIA Local Area Plan approved by the DWDB, and the North Carolina Division of Workforce Development.
- B. The Contractor assures that it will administer its services under the WIA in full compliance with safeguards against fraud and abuse as set forth in WIA and the WIA Regulations; that no portion of its WIA service will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, or political affiliation or belief; that it will target employment and training services to those most in need of them.
- C. The Contractor assures that it will administer its services funded under the WIA in accordance with these provisions: (1) a trainee will receive no payments for training activities in which the trainee fails to participate without good cause; (2) on-the-job training participants will be compensated by the employer at the same rate, including periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 of the applicable State Minimum Wage Law; and (3) participants employed in activities authorized under the Act must be paid wages which will not be less than the highest of (a) the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938, (b) the minimum wage under the applicable State Minimum Wage Law, or the prevailing rates of pay for individuals employed in similar occupations by the same employer.
- D. The Contractor assures that it will administer its services under the WIA in full compliance with health and safety standards established under State and Federal law and that conditions of employment and training be appropriate and reasonable in light of such factors as the type of work, geographical area and proficiency of the participant.
- E. The Contractor assures that all staff and participants/enrollees paid from the grant funds and employed in any service will be covered by workers compensation benefits in accordance with State law; that enrollees in WIA work-related training will be provided accident or medical insurance to cover any injury resulting from participation in the program; and that enrollees employed in subsidized jobs will 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.
- F. The Contractor assures that no funds available under the WIA will be used for contributions on behalf of any enrollee to retirement systems or plans; to impair existing conditions for services or collective bargaining agreements; to assist, promote, or deter union organization; and to displace any currently employed worker.
- G. The Contractor assures that no enrollee will be employed or fill a job opening when any other individual is on layoff from the same or substantially equivalent job, or when the employer terminates the employment of any regular employee or otherwise reduces its work force with the intention of filling vacancies so created by hiring participants subsidized under the Act; and no funds may be used to create promotional lines that infringe upon any current promotional opportunities.
- H. The Contractor assures compliance with all federal rules and regulations which prohibit the use of WIA funds to lobby the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan. If lobbying has occurred utilizing other than Federal appropriated funds, the Contractor agrees to file a disclosure report if applicable.
- I. The Contractor assures and certifies that it is in compliance with federal rules and

regulations, Debarment and Suspension, 29 CFR Part 98 and is not presently debarred, suspended, for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal department or agency.

- J. The Contractor assures and certifies that the Contractor has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from participants/enrollees, sub-grantees, and subcontractors and other interested parties.
- K. The Contractor will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) which requires fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- L The Contractor will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees and enrollees in federally funded programs.
- M. The Contractor will comply with NC-GS-234, which prohibits public officials and employees from having a personal interest in any contract to which s/he is also a party in an official capacity.
- N. The Contractor assures and certifies that it will comply with restrictions regarding conducting business with businesses on the Environmental Protection Agency's List of Violating Facilities. Contracts and subcontracts in excess of \$100,000, or circumstances where the Division of Workforce Development has determined that orders under an 'indefinite quantity financial agreement' in any year will not exceed \$100,000, or *if* a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1319 (c)] and is listed by the Environmental Protection Agency (PA) or is not otherwise exempt, the Contractor assures that: (1) no facility to be utilized in the performance of the grant has been listed on the EPA List of Violating Facilities; and (2) it will notify the DWDB, prior to award of the receipt of any communication from the Director of Federal Activities, U.S.E.P.A., indicating that a facility to be utilized for a contract is under consideration to be listed on the EPA List of Violating Facilities.
- O. The Contractor will comply with the provisions of nepotism related to federally funded programs.
- P. The Contractor assures and certifies that enrollees will not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- Q. The Contractor assures and certifies that it, and all of its subcontractors, will comply with applicable provisions of the following laws as they relate to employment and training procedures:
  - The Drug Free Workplace Act
  - The Immigration Reform Act
  - The American's with Disabilities Act
  - The Davis-Bacon Act
  - Child Labor Laws
  - The Fair Labor Standards Act

**Certification**

This is to certify that all specifications contained in the DWDB's Request for Proposal have been read, understood, and addressed in the proposal; that the required format has been followed; that all of the information contained in this proposal is true and correct that the Contractor organization will comply with all of the above assurances; and that this proposal has been duly authorized by the governing body of the Contractor organization.

CONTRACTOR  
NAME\_\_\_\_\_

SIGNATURE\_\_\_\_\_DATE\_\_\_\_\_

**Attachment E**

**Drug-Free Workplace Disclaimer**

Name of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Signature:

\_\_\_\_\_

In accordance with the Drug-Free Workplace Act of 1988, Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity or work associated with this contract

Attachment F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

Date

**INSTRUCTIONS FOR CERTIFICATION**

- 1 By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction,"

- “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
  6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions, “without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions
  7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
  8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Attachment G

**Assurances and Certifications of Adherence to Program Requirements and Restrictions of Workforce Innovation and Opportunity Act**

Name of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

In order to receive funding under the Workforce Innovation and Opportunity Act of 1998 (WIA) (Public Law 105-220) and its regulations, the following program requirements, and restrictions must be adhered to, in as such, the Contractor certifies to the following statements:

1. Ensures that no funds described in Section 129 or Section 134(a) of the Workforce Innovation and Opportunity Act (WIA) are used to develop or implement education curricula for school systems in the state. **Section 129(b)(4)/Section 134(a)** Yes  No  NA
2. Certifies that funding for activities that involve sectarian activities have been prohibited in accordance with **Section 667.266** and **Section 188(a)(3)**. Yes  No  NA
3. Certifies that procedures to prohibit the displacement of current workers, the impairment of existing contracts for services or collective bargaining agreements, the replacement of laid-off workers and the infringement on promotional opportunities of current workers. **Section 181(b)(2)(3)**.  
  
Yes  No  NA
4. Certifies that working participants are covered by workman's compensation or other insurance. **Section 181(b)(4)/667.274**. Yes  No  NA
5. Certifies that provisions have been made that all individuals in programs shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working in similar length of time and doing the same type of work. **Section 181(b)(5), 667.272**. Yes  No  NA
6. Certifies that provisions have been made to ensure that no funds are being used to assist, promote, or deter union organizing. **Section 181(b)(7)**. Yes  No  NA
7. Certifies that provisions have been made that all individuals in programs be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. **Section 181(a)** (In no event shall the rate be less than the applicable State or local minimum wage law.).  
  
Yes  No  NA

8. Certifies that provisions have been made to prohibit the use of funds to encourage or induce relocation of a business. No funds provided under this title shall be used or proposed for use to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is in the United States. **Section 181(d)(1).** Yes  No  NA
  
9. Certifies that provisions have been made to prohibit the use of funds for customized or skill training and related activities after the relocation of a business until after 120 days. **Section 181(d)(2).**  
Yes  No  NA
  
10. Certifies that provisions have been made to prohibit the use of funds for employment- generating activities, economic development activities and similar activities that are not directly related to training for eligible individuals; and no funds may be used for foreign travel. **Section 181(e).**  
Yes  No  NA
  
11. Certifies that provisions been made that allow for the testing and sanctioning of participants for the use of controlled substances. **Section 181(f).** Yes  No  NA
  
12. Certifies that provisions been made to prohibit any discrimination based on: (a) age, disability, race, color, national origin, or sex; (b) participation in a program or activities that receive funds under this title; (c) certain non-citizens. **Section 188(a).** Yes  No  NA
  
13. Certifies that provisions have been made to ensure that funds are not used to duplicate services available in the area. **Section 195(2).** Yes  No  NA
  
14. Certifies that provisions have been made to ensure that participants are not being charged fees for placement or referral. **Section 195(5).** Yes  No  NA
  
15. Certifies that provisions have been made to ensure that no financial assistance is provided to any program that involves political activities. **Section 195(b).** Yes  No  NA
  
16. Certifies that provisions have been made that ensure that participants are aware of grievance procedures. Yes  No  NA
  
17. Certifies that the contractor will abide by the WIA Act, regulations, and applicable business licensing, taxation and insurance requirements. Yes  No  NA
  
18. Certifies that the contractor has provisions regarding modification of the contract, the handling of disputes, and termination, including termination for convenience of the government.  
Yes  No  NA
  
19. Certifies that the contractor will maintain records until such time that they may be disposed of but not before a final audit on the records. Also certifies and grants access to the records by the NCCCS, the State, and the USDOL. Yes  No  NA
  
20. Certifies liability, sanctions, and debt repayment. Yes  No  NA
  
21. Certifies the contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Yes  No  NA
  
22. Certifies provision to prohibit political activities (Hatch Act). Yes  No  NA

## **Attachment H**

### Insurance requirements for Workforce Innovation and Opportunity Act Contractors

Contractor shall maintain insurance not less than the following:

#### **Commercial General Liability**, covering

- premises/operations
- products/completed operations
- broad form property damage
- contractual liability
- independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- combined single limit not less than \$1,000,000 per occurrence

#### **Automobile Liability**

- single limit combined coverage in the amount of \$1million

#### **Workers' Compensation Insurance**, covering

- statutory benefits;
- covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- employers' liability, \$1,000,000.
- Waiver of subrogation in favor of the City of Durham

#### **Insurance shall be provided by:**

- companies authorized to do business in the State of North Carolina
- companies with Best rating of A-VIII or better.

#### **Insurance shall be evidenced by a certificate:**

- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- certificates shall be addressed to:  
City of Durham, North Carolina  
attention: Finance Director  
101 City Hall Plaza  
Durham, NC 27701
- both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.