

(July 1, 2007 – June 30, 2009)

**AND** 

**CONTRACT** 

**FOR** 

THE

## LOCAL WORKFORCE INVESTMENT BOARD FOR LANE COUNTY

(REGION 5)

**PART II** 

### A. IDENTIFICATION OF ENTITY RESPONSIBLE FOR DISBURSEMENT OF GRANT FUNDS

1. Identify the fiscal agent for Title I of the WIA and describe how that fiscal agent was selected and its legal status.

The fiscal agent for Title I of the WIA is the Lane Workforce Partnership (LWP). LWP was selected and approved by the Lane County Board of County Commissioners and the Cities of Eugene and Springfield as the local Workforce Investment Board. Lane Workforce Partnership has an Oregon legal status as an ORS 190 public benefit corporation.

LWP is able to use its status as a registered Oregon Charitable Corporation and federal 501(C)3 tax exempt corporation to leverage Title I WIA resources.

### B. DESCRIPTION OF LOCAL INDIVIDUAL TRAINING ACCOUNT (ITA) SYSTEM AND PROCEDURES

- 1. Describe the local ITA system including:
  - a. How it is determined an individual will receive an ITA.

See below.

b. How an individual who receives an ITA selects a training provider.

See below.

c. How payments from ITAs will be made.

See below.

d. Whether there are limits imposed on ITAs (e.g., dollar amount and/or duration) by the Local Board.

See below.

e. If limits are imposed on ITAs, how does the local board assure that customer choice in the selection of an eligible training provider is not diminished?

The Lane Workforce Partnership administers Individual Training Accounts (referred to locally as Scholarships), through an application process. Individuals are given applications to apply for scholarships once they have completed WIA eligibility, career placement testing, development of a training and employment plan, and conducted labor market research. The applications are reviewed by a case manager who ensures that the training that

is being requested is in a growth occupation and that the training provider is on the Eligible Training Provider List. Payments are made directly to the training provider on behalf of the customer. For the last three program years, scholarship awards have been limited to \$3,000 lifetime awards as imposed by the Board of Directors. This amount is reviewed on a regular basis to ensure that the amount does not diminish customer choice and overall success in training completion. To date there has been no significant change in the training completion rate since the adoption of the \$3,000 limit. In fact, the limit has allowed the Lane Workforce Partnership to serve the same amount of customers each year with significantly reduced Title IB adult formula funds.

## 2. Describe the procedures for ensuring that exceptions to the use of ITAs are justified, including:

There are no exceptions to the use of ITAs. All customers interested in training must apply through the scholarship application process and are limited to \$3,000. The only training programs that are approved outside of this process are training programs that are less than 40 hours in duration – these trainings are documented as intensive services and are not counted as training services.

## a. A discussion of how customer choice in the selection of an eligible training provider is maximized;

Customer choice in the selection of an eligible training provider is maximized through the use of a Training Report Card. Lane Workforce Partnership has kept records of the outcomes produced by all of the eligible training providers that have been utilized in Lane County since June 2000. Outcomes, such as training completion rates, training related employment, and training related wages are compiled in a report card format and shared with customers. The report card has enabled customers to easily ascertain information on local training providers and has assisted these customers in making decisions in regards to the training provider that will most likely assist them in meeting their employment goal.

b. A discussion of the local board's intent to use contracts for services in lieu of ITAs for the following exceptions: on-the-job training (OJT) or customized training services; when the local board determines there are an insufficient number of eligible providers in the local area to accomplish the purpose of a system of ITAs; and when the local board determines there is a training services program of demonstrated effectiveness offered in the area by a community-based organization or another private organization to serve special participant populations that face multiple barriers to employment;

The Lane Workforce Partnership does not use contracts for services in lieu of ITAs at this time.

c. The process to be used in selecting the providers under a contract for services when the local board determines there are an insufficient number of eligible providers in the local area to accomplish the purpose of a system of ITAs. Address whether the process includes a public comment period for interested providers of at least 30 days;

This does not apply.

d. A brief description of the Local Board criteria to be used in determining "demonstrated effectiveness" for those programs referenced in 2.b (above).

This does not apply.

## C. DESCRIPTION OF COMPETITIVE PROCESS TO AWARD GRANTS AND CONTRACTS

1. Describe the local area's competitive process for awarding grants and contracts including WIA IB providers. Include a discussion of the procedures for solicitation, selection and award. Identify the procurement requirements that guide the local area's actions, whether Federal, State, or local.

Methods for assuring full and open competition - Lane Workforce Partnership has developed its own procurement policies incorporating Lane County local government guidelines for all competitive procurement actions. Those local government guidelines are Lane County government; Lane Manual, Chapter 21 and Lane County Administrative Procedures Manual, Chapter 2. Additional State and county procurement laws, regulations, and procedures are followed. Specifically, the following procedures will be utilized: Oregon Revised Statutes, Chapter 279 (Public Contracting); Oregon Administrative Rules, Chapter 125 (Public Contract Exemptions); Oregon Attorney General's Model Public Contract Rules Manual.

**Procedures for procurement -** To assure objective evaluation of awards, Lane Workforce Partnership utilizes the following methods for procuring goods and/or services:

Pricing Agreements -To the extent feasible, government pricing agreements will be used to ensure competitiveness. When government pricing agreements are not deemed appropriate or feasible the following methods will be used:

Quotes - For purchases less than \$5000, Lane Workforce Partnership has authority to select a vendor without obtaining written competitive quotes. This authority is not intended to eliminate competition, but rather to expedite the purchasing process, as the dollar values may not justify further solicitation of quotes. Where feasible and when the item is

available from many vendors, informal competitive quotes will be obtained. For purchases \$5,000 to \$50,000 Lane Workforce Partnership must obtain a minimum of three written competitive quotes. Lane Workforce Partnership maintains a written record of the source and amount of the quotes received. Purchases of \$50,000 or greater require formal competitive bidding or requests for proposals.

**Bids** - Bids require advertisement, bid security, strict adherence to the bid proposal process, opening of bids, and evaluation of bids. In addition, performance security may be required.

Request for Proposals (RFP's) - Request for Proposals are a means of soliciting competitive proposals or offers for entering into a contract for personal services, materials, materials and services, equipment, or for awarding grants, subgrants or contracts when price and specification will not necessarily be the predominant basis for award. All RFP's must meet the requirements of ORS Chapter 125, 279, and OAR 125-310-025. Additionally, an RFP review committee, comprised of members of the board of directors, reviews all programmatic proposals prior to recommendation to the full board of directors.

Personal and Professional Services Selection - For contracts \$5,000 or less, the Lane Workforce Partnership Director may negotiate a contract with any qualified contractor. For contracts greater than \$5,000 and less than \$50,000, at least three prospective contractors who appear to meet the minimum requirements must be solicited. The minimum requirements are developed by Lane Workforce Partnership and are specific to the individual's personal or professional services solicitation. Lane Workforce Partnership receives recommendations from the County and other sources regarding prospective contractors to solicit. The prospective contractors are all given the same criteria and Lane Workforce Partnership staff review the quotes. This process assures objective evaluation and negotiation. Cost and quality of services are considered when awarding a personal or professional services contract. For contracts greater than \$50,000, at least two of the most qualified prospective contractors must be interviewed prior to selection.

Material Contracts and Materials and Services Contracts - Material contracts and materials and services contracts cover the broad range of contracts in which Lane Workforce Partnership obtains personal property, or personal property with such services that do not fall into the category of personal services or trade-related contracts. Such contracts include purchase of goods, rental, lease and various forms of lease-purchases.

Additionally, Lane Workforce Partnership publishes RFP's, RFQ's, ITB or other solicitations on its website <a href="http://www.invitationtobid.org">http://www.invitationtobid.org</a>. This reduces the cost of complex procurements by making the entire procurement documentation available in an Adobe Acrobat PDF file available for download.

## D. DESCRIPTION OF LOCAL BOARD COORDINATION OF LOCAL ACTIVITIES WITH STATEWIDE RAPID RESPONSE ACTIVITIES

- 1. Describe how the local board ensures coordination of rapid response activities with the state dislocated worker unit. Include policy or procedures which describes:
  - a. How collaboration between the local board, the State, One-Stop partners, and other applicable entities will occur;

See below.

b. How core services are integrated as part of rapid response assistance, and how delivery on site will be implemented;

See below

c. How timely decisions will be made to request additional funding through such resources as National Emergency Grants and additional assistance projects.

Collaboration - In the event of a significant layoff, the local Lay-Off Assistance Coordinator will contact the State Dislocated Worker Unit prior to an initial on site visit. The local Rapid Response Team is comprised of representatives from The Workforce Network, labor (if applicable), the State Rapid Response Coordinator, and the local Employment Department.

Local Activities Which Support State-wide Activities - Lane Workforce Partnership has been a recognized leader in the state for providing quality rapid response services. Representatives on the local Rapid Response team are active participants in statewide planning committees relevant to dislocated workers. This process of coordination with statewide activities will continue.

Rapid Response Processes Which Allow for Core Services - The Rapid Response Team's current process for on-site services consists of many elements of core services: eligibility, orientation, initial assessment, UI insurance, job search placement, etc.

Additional Funding Requests for Rapid Response Activities - Upon determining the total layoff number, employee survey results, (including those needing retraining vs. those with marketable skills) and local and state resources currently available, a decision is made very early regarding whether the need exists for additional resource acquisition. In the event of a closure where employees are coming from a declining industry and retraining is necessary, the Lane Workforce Partnership will coordinate immediately with the State Dislocated Worker Unit in preparation of a National Emergency Grant.

#### E. DESCRIPTION OF THE YOUTH PROGRAM DESIGN FRAMEWORK

- 1. Describe the design framework for the local area's youth program, including how the design encompasses the following strategies:
  - a. Preparation for postsecondary educational opportunities;
  - b. Strong linkages between academic and occupational learning;
  - c. Preparation for unsubsidized employment opportunities; and
  - d. Effective linkages with intermediaries with strong employer connections.

The Lane Workforce Partnership's youth program is implemented through contractual agreements with local school districts and non-profit agencies in Lane County. Services are targeted towards low-income youth between the ages of 14 and 21, who are at risk of dropping out of school and have barriers preventing their successful completion of education and employment goals. All of the Lane Workforce Partnership youth program components are developed with the common understanding that youth are the future workforce. As a result, all services are designed for young people to develop skills that meet the standards of the employers' worksites. Youth providers are required under contract to design programs that will develop their participants' occupational, academic and work readiness skills and introduce them to careers in high wage/high demand occupations. In line with Lane Workforce Partnership policies, youth programs emphasize literacy improvement, computer skill development and the provision of services leading to workforce readiness and occupational skills.

The design framework encompasses the four strategies as shown below:

a. Preparation for postsecondary educational opportunities

The Lane Workforce Partnership's youth program design has as its primary purpose to respond to local workforce needs through the following underlying principles:

Education as the first step in workforce development - Most young people have high school completion or its equivalent as their initial program goal. Each youth will participate in the most appropriate option for successfully achieving this benchmark. Services are designed to assist youth with the daily demands of their educational program, achieve academic success, and support youth through mentorships, appropriate counseling and other services designed to keep them positively engaged. Those youth who enter the program as high school graduates or with a GED receive similar services, although with an additional emphasis on improving their academic skill levels, including computer literacy skills, and occupational skill development.

Preparation for post-secondary training - Academic success, research in career pathways and literacy skill development are emphasized in conjunction with preparation for the next step beyond high school, whether that is employment or career development through community college programs, a 4-year education program or private training institutions. All youth receive any combination of these services to plan for their post-secondary life:

- Intensive career exploration focusing on occupations identified as high-growth in the local area by the Lane Workforce Partnership
- Hands-on exposure to these occupations through career fairs, work experience, internships, informational interviews, classroom presentations, etc.
- Connection with industry clusters through paid internships. The Lane Workforce Partnership wants youth to be connected to identified industry clusters with potential for growth. The industry clusters are: transportation/recreational vehicle (RV) manufacturing; health occupations; software development and implementation; computer and electronic product manufacturing; secondary wood products/manufacturing

#### b. Strong linkages between academic and occupational learning

The Lane Workforce Partnership's youth program design emphasizes connecting youth with occupational training through summer programs, internships, customized training at employer worksites and specific skill training opportunities. In addition to those standard program activities, youth providers are also encouraged to register their youth in the following program options:

Professional-technical classes, either in the youths' high schools or *High School Connections* at Lane Community College (LCC) - *High School Connections* provides students with exposure to the community college setting and opportunities to earn college credit and high school credit in the same time frame. After graduation, the college credits can be applied towards postsecondary training programs at LCC.

Participation in Lane County's Regional Technical Education Consortium (RTEC) - RTEC emphasizes the development of preliminary skills in automotive technology, manufacturing programs and other college programs and is now one of the program options under High School Connections.

Emphasis on more advanced math skills - In addition to the above program design components, the Lane Workforce Partnership is requiring all of its youth contractors to add a new emphasis on higher math skills, particularly algebra. In order to be connected with identified industry clusters or to enter any professional-technical program beyond high school, participants will need at least a year of algebra with a passing grade, or must be able to demonstrate they have the appropriate math skill level. This is a new program component that is in effect at the start of this two-year plan period and is expected to remain an integral part of the program design.

#### c. Preparation for unsubsidized employment opportunities

The Lane Workforce Partnership developed a workforce readiness policy for its youth programs, which youth contractors are required to incorporate when preparing young people for unsubsidized employment opportunities. The policy is defined as: "The Lane County workforce...will have knowledge of and demonstrate basic job readiness skills. Specifically, the workforce will demonstrate teamwork skills, good work behaviors, good communication skills (writing, verbal and listening), personal and workplace problem-solving skills, technological skills".

The Lane Workforce Partnership further developed the definition of the workforce readiness areas as shown below.

**Teamwork skills -** The youth customer will demonstrate these teamwork skills as needed in education and work environments:

- Participate in shared decision-making and goal setting activities with other team members
- Be able to compromise and reach consensus
- Demonstrate courtesy, professionalism and a positive attitude

**Problem-solving skills** – the youth customer will learn to use these problem-solving skills in education and workplace environments:

- Utilize appropriate thinking skills (ability to learn, reason, think creatively)
- Identify problems and potential solutions
- Assess results of the solution and take corrective action, if needed

Good work behaviors - The youth customer will demonstrate good work behaviors as required in education and workplace environments:

- Maintain personal qualities of responsibility, sociability and integrity
- Demonstrate dress, appearance and personal hygiene appropriate for the environment
- Adjust to change in an accepting and flexible manner
- · Complete projects/assignments on time, meeting standards of quality
- Maintain regular attendance and punctuality standards
- Understand and follow health and safety practices as well as education/workplace regulations

Good communication skills (verbal, listening and writing) - The youth customer will learn effective oral, listening and written communication skills as required in education and workplace environments:

- Listen attentively and understand the important points being presented
- Give and receive feedback in a positive manner

- Develop clear and accurate writing skills
- Speak clearly, accurately and appropriately

**Technological skills -** The youth customer will learn to use technology appropriate to the education and workplace environments:

- Demonstrate computer literacy required for the setting
- · Use and maintain technology as required

Education and career development - The youth customer will learn to plan for post-high school experiences and successful employment:

- · Be able to identify educational and career goals and develop a plan
- Demonstrate skills for finding employment, preparing for postsecondary education or training programs and applying for registered apprenticeship programs (resume development, cover letters, application completion and interview skills)

Youth contractors are required to measure their participants' level of workforce readiness on a pre and post level, place youth in community-based work settings to demonstrate their work readiness and design a follow-up discussion component to address the youths' experiences. Assessments for workforce readiness include:

- Academic Innovations' Career Strategies
- Oregon Reporting Basic Skill Levels Descriptors/Technology
- Career Related Learning Standards
- · Learning Resources, Inc.'s AccuVision Work Readiness System

#### d. Effective linkages with intermediaries with strong employer connections.

Program providers are required to develop partnerships with local employers, industry representatives and apprenticeship program personnel as part of their essential program design. To assist youth contractors, the Lane Workforce Partnership spearheaded the following employer-based programs:

- The Lane Workforce Partnership's paid internship program which encourages program providers to develop community-based occupational training opportunities for participants
- The RV (Recreational Vehicle) Manufacturing Consortium, a
  partnership of the major RV manufacturers in Lane County who are
  working together on a campaign to attract young people to their
  industry
- The Community Health Education Network (CHEN), a group of the major health care providers in Lane County who act in an advisory capacity for local program providers interested in introducing their youth to the health industry
- The Workforce Network (TWN), Lane County's one-stop system. Youth contractors are introducing more of their youth to TWN services (career research, employer interviews, universal services, etc.)

## 2. Describe how the following ten program elements required in 20 CFR 664.410 are provided within the local youth program design:

As the initial step towards providing the ten mandated services, the Lane Workforce Partnership issues a formal Request for Proposal (RFP) to all potential bidders in Lane County. The RFP specifies the youth program design that all successful bidders will be required to implement, including the ten mandated services as written in the Workforce Investment Act (WIA). Those services are: tutoring, study skills training and instruction leading to secondary school completion, including dropout prevention strategies; alternative secondary school offerings; summer employment opportunities; paid and unpaid work experiences, including internships and job shadowing; occupational skill training; leadership development opportunities; supportive services; adult mentoring for at least 12 months that may occur both during and after program participation; follow-up services for at least a year after youth have left their programs; and comprehensive guidance and counseling, including substance abuse and employment counseling.

The program design also includes program components and program objectives described below, all of which are also approved by the Lane Workforce Partnership. Program providers are required to develop collaborative relationships with other program providers, educational institutions and service agencies. The Lane Workforce Partnership is also placing a continued emphasis on youth providers collaborating with businesses to develop strong connections between youth and labor as well as youth and employers.

They must also follow the Lane Workforce Partnership's policies for youth services, and link academic and occupational learning in meaningful ways and provide summer activities as part of the youth's year-round involvement. Another focus area is connecting young people with The Workforce Network. This is especially critical for older youth between the ages of 19 and 21 in need of employment placement assistance.

Lastly, program providers must incorporate these program objectives, which have a direct link to the ten mandated elements, in their contracted programs:

- Provide youth with an array of comprehensive and effective services, including positive community involvement opportunities
- Implement a comprehensive system for youth to develop basic academic, computer and workforce readiness skills to meet employer standards
- Be respectful of youth's varied learning styles
- Emphasize education completion as a priority for all youth, regardless of age
- Place a greater program emphasis on the development of higher math skills and workplace readiness
- Develop strong connections between youth and the employment community
- Connect youth with occupational training through summer programs, internships, customized training at employer worksites and specific skill training opportunities
- Support youth in their programs by providing guidance and counseling, support services, incentives in recognition of their achievements, adult mentors and follow-up services
- Increase services to youth of color and youth residing in rural Lane County, if appropriate to the provider's program design
- Provide youth with opportunities to learn and demonstrate job readiness skills and occupational skills in high-growth industries
- Make certain youth have access to employment opportunities, understand the process for applying for jobs and be able to demonstrate appropriate job search skills

Youth program providers understand that services must be designed to prepare youth to be lifelong learners, contributing members of the community and, most importantly, the future workforce.

#### F. BUDGET AND PARTICIPANT PLAN

1. Using the format provided in Attachment C, identify the funding and participants planned to be served for each year of this Plan.

See Attachment C

2. Include enrollment data showing enrollment information for those individuals that are "carried-in" from previous program years.

See Attachment C

#### G. LOCAL BOARD APPROVAL PROCESS

1. Describe the approval and documentation process that will be utilized to obtain formal Board approval of any modification or changes to Attachment C, Budget, Participant and Performance Plan per CCWD policy.

Any major changes to Attachment C, Budget, Participant and Performance Plan per CCWD policy will go through a formal board approval process prior to implementation. Changes will be voted upon by the full board of directors or the Executive Committee. A public notice will be posted for all meetings where actions will be taken.

#### H. LOCAL LEVELS OF PERFORMANCE NEGOTIATED WITH THE STATE

1. Using Attachment C, identify the levels of performance negotiated with the State for the program years covered by the Plan. Provide the negotiated performance levels for each of the core indicators of performance for the adult, dislocated worker and youth programs, respectively and the two customer satisfaction indicators. Negotiations will take place for the performance targets for year two: July 1, 2008 through June 30, 2009.

See Attachment C

#### I. NOTICE OF FUND AVAILABILITY

1. This Plan covers a two-year period. Since funding allocations are provided annually, it is anticipated that the information for the subsequent years will be based on estimated figures when initially submitted. (Areas should use the same funding allocation for planning the subsequent years and be aware this is subject to change when final allocations are issued.) The allocation figures will be revised when they are finalized for the subsequent program years.

- 2. For WIA Title I-B subrecipients, a Notice of Fund Availability (NFA) will be issued upon approval of the Plan or modification if needed. The NFA serves as an obligation of funds to the subrecipient, not the Local Plan or modifications to the Plan.
- J. REPORTING OF CIVIL RIGHTS COMPLIANCE REVIEW, COMPLAINT INVESTIGATION, ADMINISTRATIVE ENFORCEMENT ACTIONS, AND/OR LAWSUITS REGARDING DISCRIMINATION: METHODS OF ADMINISTRATION
  - 1. According to the Workforce Investment Act and 29 CFR Chapter 37 all the requirements of the Memorandum of Administration must be submitted along with the Local Plan by the local WIA Title I-B subrecipient.

## ATTACHMENT C WORKFORCE INVESTMENT ACT TITLE I-B BUDGET, PARTICIPANT and PERFORMANCE PLAN for PY 2006-2007

Service Categories	Number of Participants Registered/ Enrolled/Served	Participant Carry-In by Program Year (eg, X# = PY 04; X# = PY 05)	Funding Allocation	Indicator of Performance (TEGL 17-05)	LWIA Performance Target
				- Entered Employment Rate	88%
Adults	Plan for 06/07:	PY 04: 267		- Retention Rate	85%
	400	PY 05: 255	\$1,142,548.00	- Average Earnings	\$10,000
				- Employment & Credential Rate	60%
				- Entered Employment Rate	90%
Dislocated	Plan for 06/07:	PY 04: 465		- Retention Rate	91%
Workers	500	PY 05: 350	\$1,342,005.00	- Average Earnings	\$12,879
		ļ		- Employment & Credential Rate	60%
				- Entered Employment Rate	68%
Older Youth		PY04: · 30		- Retention Rate	82%
Age 19 – 21	45	PY05: 16		- Earnings Change	\$3,100
				- Employment & Credential Rate	50%
Younger		PY04: 198	\$1,305,247.00	- Diploma Attainment	73%
Youth	300	PY05: 217		- Skill Attainment	80%
Age 14 – 18				- Retention	75%

#### Adults

- Total number of Adults planned to be registered in the Program Year. These are the number of adults who will receive services funded under Title I other than self-service or informational activities.
- Total number of Adults enrolled in previous year/s carried forward.

#### Dislocated Workers

- Total number of Dislocated Workers planned to be registered in the Program Year. These are the number of dislocated workers who will receive services funded under Title I other than self-service or informational activities.
- Total number of Dislocated Workers enrolled in previous year/s carried forward.

#### Youth

- Total number of Youth planned to be enrolled in the Program Year.
- Total number of Youth enrolled in previous year/s carried forward.
- NOTE: Attachment C must be submitted for each year of the plan and attached to any modification request to CCWD.

## ATTACHMENT D WIA TITLE I-B

#### **ASSURANCES**

#### **AND**

### DISCLOSURE OF LOBBYING ACTIVITIES

#### FEDERAL GRANT ASSURANCES

Each Grantee should carefully read and review the WIA Statute and Regulations related to this Assurances form. For purposes of this Grant Contract, "Contract" shall mean "Grant Contract" and "Contractor" shall mean "Grantee."

The Contractor identified below, through its duly authorized representative, hereby assures and certifies that throughout the period of the grant /contract award and at all times while this Contract is in effect, it will comply with (as they may be amended from time to time), all applicable federal, state and local laws, regulations, ordinances, executive orders, administrative rules and directives, including without limitation: the Title IB of the Workforce Investment Act of 1998 (PL 105-220 29 USC Sec 2801 et seq) and corresponding WIA Regulations (20 CFR 660.300) OMB Circulars A-87 and A-133; all regulations and administrative rules established pursuant to the foregoing, all applicable Oregon Revised Statutes; and all applicable Oregon Administrative Rules.

Without limitation, Contractor assures and certifies that it:

- 1. Has the legal authority to apply for and receive funds, including federal and state funds, under the grants and programs covered by this Contract, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the projects, grants and programs covered by this Contract.
- 2. With respect to Federal funds received by Contractor under this Contract, will comply with the cost principles determined in accordance with the provisions of OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or A-21. "Cost Principles for Educational Institutions" or A-122, "Cost Principles for Non-Profit Organizations" as applicable based on the status of the entity receiving the

Contract, and the cost related provisions of the corresponding regulations found in 29 CFR part 97, 29 CFR Part 95 or 48 CFR Part 31.

- 3. Will maintain and will permit the Agency, the Oregon Secretary of State's Audit Division, the Oregon Department of Justice, the Federal Department of Labor, Employment and Training Administration through any authorized representative, access to and the right to examine and audit all records, books, papers or documents related to the awards or programs, to satisfy audit and program evaluation purposes and for all other lawful purposes; will establish a proper accounting system in accordance with generally accepted accounting standards and directives of the Federal awarding agencies; and will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 4. Will not permit any person or entity to receive grant or program funds if the person or entity is listed on the non-procurement portion of the General Service Administration's list of parties excluded from federal procurement or non-procurement programs in accordance with Executive Order No. 12,549 and Executive Order No. 12,689 of the President of the United States.
- 5. Contractor will comply with the following:
  - A. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
    - B. The lobbying provisions of 34 CFR Part 82.

Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that 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 any Federal 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.

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 Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- C. Contractor shall require certification of the foregoing from all recipients of grant or program funds by including it in and requiring that it be included in all contracts pursuant to which grant or program funds are paid.
- 6. 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.
- 7. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding Agency.
- 8. Will comply with all federal, state and local laws, regulations, executive orders, ordinances, administrative rules and directives relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 u. S. C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U. S. C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S. C. §§6101-6107), which prohibits discrimination on the basis of age; ((e) The Americans with Disabilities Act of 1990 (42 U.S.C§§12131 et seq.), which protects qualified persons with disabilities from discrimination in employment opportunities and imposes requirements for construction, remodeling, maintenance and operation of structures and facilities; (f) Implementation of the Nondiscrimination and equal Opportunity Provisions of the Workforce Investment Act of 1998 (29 CFR Part 37); (g) ORS Chapter 659, as amended; (h) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and, (i) the requirements of any other nondiscrimination laws, regulations, executive orders or ordinances which may apply to Applicant or the award or programs.
- 9. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds, unless exempt by the Hatch Act exclusion for individuals employed by an educational or research institution, establishment, agency, or system which is supported in whole or in part by a state or political subdivision thereof, or by a recognized religious, philanthropic, or cultural organization, as provided in 5 U.S.C. §1501(4) (B).
- 10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

- 11. Will comply with the applicable requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPPA) (42U.S.C. §§1320d et seq.) and the implementing regulations, 45 CFR 160, which relate to health information privacy and security and the transmission of such information
- 12. Will comply with the following additional requirements in accordance with WIA:
  - A. All proposals, evaluations, periodic program plans, and reports relating to each program will be available for public inspection.
  - B. No grant funds will be used for the acquisition of real property or for construction unless specifically permitted by the authorizing statute or implementing regulations for the program.
  - C. No grant funds will be used in violation of the prohibitions against use of such funds for religious worship, instruction, or proselytization.
  - D. Contractor will cooperate in any evaluation of the program by the Secretary of the United States Department of Labor.
  - E. Contractor will use fiscal control and accounting procedures that ensure proper disbursement of and accounting for federal funds.
  - F. Contractor will obligate funds in accordance with the timing and other requirements of 29 CFR Part 97.21 or 29 CFR 95.22.
  - G. Contractor will furnish reports that the Agency requests or that may reasonably be necessary for the Agency to carry out its responsibilities under the program, and will furnish all annual and other reports required by applicable laws and regulations.
  - H. Contractor will keep records that fully show: (1) the amount of funds; (2) how the funds are used; (3) the total cost of the project; (4) the share of that cost provided from other sources; and (5) other records to facilitate an effective audit.
  - I. Contractor will keep records to show its compliance with program requirements.
  - J. Records will be retained for three years after completion of the projects and Work covered by this Contract and access will be provided as deemed necessary by the Department or the United States Department of Labor.
  - K. Contractor will comply with the protection of the rights and privacy of parents and students in accordance with, the Family Educational Rights and Privacy Act of 1974, (20 U.S.C. §1232g).
  - L. None of the funds will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
- 14. Will comply with all applicable requirements of all of the foregoing and all other federal, state and local laws, regulations, ordinances, executive orders, administrative rules and directives applicable to the grants, awards, programs and Work covered by this Contract

- 15. Debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions: As required by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, Section 26.510, Participants Responsibilities, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold, unless the subtier recipient will have a critical influence on or substantive control over the award), as defined at 15 CFR Part 26, Sections 26.105 and 26.110:
  - A. The prospective lower tier participant certifies, by submission of these assurances, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.
- 16. The Contractor also agrees by signing this Contract that he or she shall require that the language of these assurances be included in all subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

#### Signature Page

Program Year 2007 through Program Year 2009 WIA Title I-B Statement of Concurrence for the Local Workforce Investment Area known as

Statement of Concurrence We, the undersigned, do hereby approve and submit this Local Plan, including Attachments A, B, C and D for the Workforce Investment Act Title I-B Adult, Youth and Dislocated Worker Programs. will be the subrecipient under this Plan. will be the Administrative Entity under this Plan. The length of this Plan will be through . We assure that all activities entered into by the subrecipient and/or administrative entity with funds provided under this Plan will be subject to the attached assurances and confined to the described activities. Submitted on behalf of the Local Workforce Investment Board and Chief Elected Officials for this Local Workforce Investment Area: (Signature- Chief Elected Official) (Date) (Name and Title) (Signature- Workforce Investment Board Chair) (Date) (Name and Title) Accepted on behalf of the State of Oregon: (Signature) (Date)

(Name and Title)



### THE LANE COUNTY WORKFORCE WILL HAVE THE SKILLS TO OBTAIN AND MAINTAIN MEANINGFUL EMPLOYMENT

- A. The workforce has occupational skills and knowledge to obtain and maintain meaningful employment.
  - 1. Current workers have the skills and knowledge to maintain and/or improve their employment opportunities.
  - 2. The emerging workforce has skills to enter the workforce.
    - a. At-risk youth will complete their education and enter the workforce.
  - 3. Transitional workers (low income, dislocated, unemployed) will have the knowledge and skills to find and maintain new and better job opportunities.
  - 4. Educational institutions are influenced to meet current and future workforce training needs.
- B. The Lane County workforce (current, transitional and emerging) will have knowledge of and demonstrate basic job readiness skills. Specifically, the workforce will demonstrate:
  - 1. Team work skills
  - 2. Good work behaviors (attendance, timeliness, reliability)
  - 3. Good communication skills (writing, verbal, listening)
  - 4. Personal and work place problem solving skills
  - 5. Technological skills
  - 6. Customer service skills

## C. The Lane County workforce (current, transitional and emerging) will have access to employment opportunities.

- 1. The workforce knows about employment opportunities and skills needed to qualify for current and future job opportunities.
- 2. The workforce knows steps/process to apply for jobs.
  - a. The workforce knows where to go to get job information
  - b. The workforce knows and demonstrates job search skills (how to fill out an application, write resume, write cover letter, etc.).
- 3. Information and services are customer friendly.
- 4. Rural workforce has access to similar information as the urban workforce.

#### D. Employers have access to the workforce.

- 1. Employers know how to access the workforce.
- 2. Employers know where they can access training for their employees.
- 3. Employers know how to retain good employees.
- 4. Rural employers have access to similar information as urban employers.

The Workforce Network 2510 Oakmont Way & 4000 East 30th Avenue Eugene, Oregon 7/1/06-6/30/07

#### Attachment 1: Shared Costs Budget

Cost Types		TOTAL
Staff Costs Public Information/Printing/Subscription Real Estate & Space Rental & Utilities/Premise Mainter Data Lines/Telephone/Network Charges Copier Charges and Equipment/Resource Room Mainte Office Supplies and Postage: Purchased Insurance G-Stars Maintenance Region 5 - Grand Total Shared Costs Budget		1,498,326 9,195 110,521 53,844 7,473 33,235 2,437 25,578 1,740,608
Cost Pool A (ED, LWP, LCC)		
Staff Costs Public Information/Printing/Subscription Real Estate & Space Rental & Utilities/Premise Mainter Data Lines/Telephone/Network Charges Copier Charges and Equipment/Resource Room Mainte Office Supplies and Postage: Purchased Insurance G-Stars Maintenance Total Cost Pool A		1,249,688 9,195 40,307 29,659 7,473 33,102 2,437 25,578 1,397,439
Cost Pool B (LCC, CAF, OVRS) Staff Costs Public Information/Printing/Subscription Real Estate & Space Rental & Utilities/Premise Mainter Data Lines/Telephone/Network Charges Copier Charges and Equipment/Resource Room Mainte Office Supplies and Postage: Purchased Insurance G-Stars Maintenance Total Cost Pool B		248,638 -70,213 24,185 - 133 - 343,170
Cl	heck Figure	1,740,608

APPENDIX II Page 1 of 15

#### The Workforce Network 2510 Oakmont Way & 4000 East 30th Avenue Eugene, Oregon

APPENDIX II Page 2 of 15

#### Attachment 2: Cost Allocation Plan & Proportionate Share

	Cost Poo	A: Square Footage					
		Square Footage	% of Total	Shared Costs		LWP/LCC WIA So	quare Footage:
	LWP	4200.77	39.50%	552,047.52		LWP (Oakmont)	838
	ED	5515.00	51.86%	724,757.50		LCC (Sat Site)	3363
	LCC	917.96	8.63%	120,633.69			4201
						_	
	Total	10633.73	100.00%	1,397,438.71			
	Cost Por	ol B: Weekly Hours					
		Weekly Hours	% of Total	Shared Costs			
	LCC	89.20	73.11%	250,907.71			
	CAF	12.00	9.84%	33,754.40			
	OVRS	20.80	17.05%	58,507.63			
	Total	122.00	100.00%	343,169.74			
Total Shared Costs Budget (see Atlachment #1)			1,740,608.45				
Cost Pool A		,	1,397,438.71				
Cost Pool B			343,169.74				
		LWP **	ED	rcc	CAF	OVRS	Total System Costs
Allocated Shared Costs Budget (from above)			704 757 50	250,907.71	33,754.40	58,507.63	1,740,608.45
		672,681.21	724,757.50	230,907.71	05,104.40	00,001.00	
Actual Contributions provided by each partner (Attachment #3)		672,681.21 601,987.19	795,451.52	302,898.13	12,821.79	27,449.82	1,740,608.45
Actual Contributions provided by each partner (Attachment #3)  Variance (Allocated Shared Costs less Actual Contributions)		·					
, , , , , ,		601,987.19	795,451.52	302,898.13	12,821.79	27,449.82	1,740,608.45
Variance (Allocated Shared Costs less Actual Contributions)	act with LC	601,987.19 70,694.02 87,030.42	795,451.52 (70,694.02)	302,898.13 (51,990.42)	12,821.79	27,449.82	1,740,608.45
Variance (Allocated Shared Costs less Actual Contributions) Allowable variance (5% of Total Shared Costs Budget)  ** Services provided directly by LWP staff and through sub-contributions  Square Footage Calculation for LCC:	act with LC	601,987.19 70,694.02 87,030.42	795,451.52 (70,694.02) ent #3: LWP and	302,898.13 (51,990.42) LCC Contract)	12,821.79	27,449.82	1,740,608.45
Variance (Allocated Shared Costs less Actual Contributions)  Allowable variance (5% of Total Shared Costs Budget)  ** Services provided directly by LWP staff and through sub-contributions  Square Footage Calculation for LCC:  LCC Contract Expenses	act with LC	601,987.19 70,694.02 87,030.42	795,451.52 (70,694.02) ent #3: LWP and	302,898.13 (51,990.42) LCC Contract)	12,821.79 20,932.61  Total LCC Contract Sq Footage	27,449.82 31,057.81 % attributed to LCC Sq Footage	1,740,608.45
Variance (Allocated Shared Costs less Actual Contributions) Allowable variance (5% of Total Shared Costs Budget)  ** Services provided directly by LWP staff and through sub-contributions  Square Footage Calculation for LCC:	act with LC	601,987.19 70,694.02 87,030.42	795,451.52 (70,694.02) ent #3: LWP and	302,898.13 (51,990.42) LCC Contract)	12,821.79 20,932.61 Total LCC Contract	27,449.82 31,057.81 % attributed to LCC	1,740,608.45

# Lane Workforce Partnership 300 Country Club Road - Suite 120 Eugene, Oregon 97401 Attachment # 3 - page 1 of 6 Shared Costs to LWP for Core Services at The Workforce Network 7/1/2006-6/30/2007

APPENDIX II Page 3 of 15

	Name	FTE	Funding Source	Wages	Benefits	Total	Percent Contributed to Core	Total One-Stop Cost
	Career Advisor	5.5	WIA	243,878	163,324	407,202	20.0%	81,440
	Career Advisor - Intake	1.5	WIA	66,859	46,573	113,432	100.0%	113,432
	Data Entry Operator	1	WIA	36,780	28,032	64,812	0.0%	0
	Office Assistant	1	WIA	36,780	28,032	64,812	60.0%	38,887
	Workforce Network Super	1	WIA	60,072	38,808	98,880	10.0%	9,888
	Network Analyst	1	WIA	55,716	35,352	91,068	13.8%	12,522
Totals:				500,085	340,121	840,206	30.5%	256,169
					To	otal LWP Cont	ribution:	350,969

Other Materials & Services	Line Item	WIA Adults	WIA Dislocated Workers	Total Budget Amount	Percent of Core Usage	Total One- Stop Cost
1 P	ublic Information	3,789	2,354	6,143	30.5%	1,873
1 P	rinting	2,350	1,489	3,839	30.5%	1,170
2 R	eal Estate & Space Rental	62,133	35,857	97,990	30.5%	29,876
3 C	omputer Equip & Supplies	3,659	4,054	7,713	30.5%	2,352
3 T	elephone Services-DSL	8,765	5,718	14,483	30.5%	4,416
4 C	opier Maint-Tech Room	1,449	945	2,394	100.0%	2,394
5 G	eneral Office Expense	47,815	28,040	75,855	30.5%	23,127
5 P	ostage	3,166	2,006	5,172	30.5%	1,577
6 P	urchased Insurance	4,892	3,100	7,992	30.5%	2,437
7 G	stars Membership	9,000	9,000	18,000	100.0%	18,000
7 P	rinting-Gstars cards	3,789	3,789	7,578	100.0%	7,578
Totals:	•	150,807	96,352	247,159	38.4%	94,800
				247,159		

Square Footage attributed to Core Services

838

### **Employment Department**

2510 Oakmont Way

Eugene, Oregon 97401

Attachment # 3 - page 2 of 6

Shared Costs to ED for Core Services at The Workforce Network

7/1/2006-6/30/2007

APPENDIX II Page 4 of 15

	Name	Position	Class/Title	FTE	Funding Source	Wages	Admin costs	Benefits	Total	Percent Contributed to Core	Total One-Stop Cost
	Employment Specialist	BES 2		11	ED	404,619	0	203,555	608,174	100.0%	608,174
	Employment Specialist	BES 2		7	ED	202,309	0	13,149	215,458	50.0%	107,729
	Office Specialist	OS2		1	ED _	22,579	0	16,658	39,237		39,237
Totals:									862,869		755,140
TOtais.								Ī	Total OED Con	ribution	795,452
	Line Item		<del></del>	Total Budget Amount	Percent of Core Usage	Total One- Stop Cost		<del></del>			
	2 Utilities/premise maintena	nce		40,120	26.0%	10,431					
	3 Telephone			64,679	26.0%	16,817					
	3 resource room phones			1,709	100.0%	1,709					
	3 resource room network			1,440	100.0%	1,440					
	4 resource room maintenand	ce		2,833	6.0%	170					
	4 Equipment maintenance			18,880	26.0%	4,909					
	5 Supplies			18,600	26.0%	4,836					
				0	0.0%	0					
Totals:				148,261	27.2%	40,312					
	Square Footage attribute	ed to Core Service	s		5,515						

## **Lane Community College**

7/1/2006 - 6/30/2007

APPENDIX II Page 5 of 15

## 4000 East 30th Avenue Eugene, Oregon 97405 Attachment #3 - page 3 of 6 Shared Costs to LWP - Subcontract with LCC for Core Services at The Workforce Network

		Funding			Po	ercent Contributed	
Position	FTE	Source	Wages	OPE	Balance	to Core	Total
Project Coordinator	1	WIA	44,706	23,024	67,730	15.0%	10,160
Career Advisor	3	WIA	145,668	75,019	220,687	20.0%	44,137
Cus Serv Spec RC/Tech Rooms	2.31	WIA	90,504	46,610	137,114	100.0%	137,114
Receptionist	1	WIA	24,372	12,552	36,924	100.0%	36,924
Hourly Customer Service Spec	0	WIA	1,376	428	1,804	100.0%	1,804
Financial Specialist	1	WIA	36,258	18,673	54,931	15.0%	8,240
Total			342.884	176.306	519,190	45.9%	238,379

					Total contract contribution	251,018
		WIA Dislocated		Percent of Core		
Line Item	WIA Adults	Worker	Total Budget	Usage		Total One-Stop Cost
Staff Costs - Travel	667	2,112	2,779	0.00%		0
1 Printing	1,350	4,300	5,650	100.00%		5,650
1 Subscriptions	241	261	502	100.00%		502
3 Telephones	1,660	2,520	4,180	70.00%		2,926
5 General Office Supplies	1,667	5,001	6,668	45.91%		3,062
5 Postage	125	375	500	100.00%		500
-			20,279	62.33%		12,640

Square Footage attributed to Core Services

3,363

<sup>\*\*</sup> Services provided directly by LWP staff and through sub-contract with LCC staff

APPENDIX II Page 6 of 15

# Lane Community College 4000 East 30th Avenue Eugene, Oregon 97405 Attachment #3 - page 4 of 6 Shared Costs to LCC for Core Services at The Workforce Network 7/1/2006-6/30/2007

		Funding		Percent Contributed					
Position	FTE	Source	Wages	OPE	Balance	to Core	Total		
Instructor	95.0%	Lane	53,331	27,466	80,797	100.0%	80,797		
Instructor	80.0%	Lane	46,827	24,116	70,943	100.0%	70,943		
Instructor	100.0%	Lane	57,336	29,528	86,864	15.0%	13,030		
Instructor	100.0%	Lane	87,756	45,194	132,950	33.0%	43,874		
Total			245 250	126 304	371.554	56.2%	208.643		

			Total LCC Contribution	302,898
and the state of t	Lane		Percent of	
	Community	Total Budget	Core	Total One-
Line Item	College	Amount	Usage	Stop Cost
2 Building depreciation @ 2.5%	27,572	27,572	81%	22,333
2 Facilities (utilities,janitorial,ins.)	59,850	59,850	80%	47,880
3 Data Lines	5,248	5,248	77%	4,041
3 Computer Equipment deprec @20%	25,975	25,975	77%	20,001
, , , , ,		118,645	79.44%	94,255

## Department of Human Services 2885 Chad Drive Eugene, Oregon 97408 Altachment # 3 - page 5 of 6 Shared Costs to CAF for Core Services at The Workforce Network 7/1/06-6/30/07

APPENDIX II Page 7 of 15

Position Number	Name	Position	Class/Title	FTE	Funding Source	Wages	Benefits	Total	Percent Contributed to Core	Total One-Stop Cost
	SSP McKenzie	cw	C6630	1	TANF	31,164	10,897	42,061	10.0%	4,206
	SSP Springfield	CW	C6630	1	<b>TANF</b>	31,164	10,897	42,061	10.0%	4,206
	SSP West Eugene	CW	C6630	1	` TANF	31,164	10,897	42,061 0		4,206 0
otals:					-	93,492	32,691	126,183		
							I	tal DHS Cont	ribution;	12,822
Indirect Charges	Line Item		•	Total Budget Amount	Percent of Core Usage	Total One- Stop Cost	·			
Personnel	Travel Exp			60	100.0%	60				
	5 General Office Expense			0	10.0%	0				
	3 Computer Equip & Supplies			1,435	10.0%	143				
otals:				1,495	13.6%	203				
				1,495						

### Office of Vocational Rehabilitation Services

2101 West 11th
Eugene, Oregon 97402
Attachment #3 - page 6 of 6
Shared Costs to OVRS for Core Services at The Workforce Network
7/1/2006-6/30/2007

APPENDIX II Page 8 of 15

Name	Position	Class/Title	FTE	Funding Source	Wages	Benefits	Total	Percent Contributed to Core	Total One-Stop Cost
	ES		1	VR	42,251	24,432	66,683	20.0%	13,337
	HAS II	C6606	1	VR	24,828	10,775	35,603	15.0%	5,340
	HAS II	C6606	1	VR	25,980	11,275	37,255	3.0%	1,118
	OS1	C0103	1	VR	22,044	9,567	31,611	3.0%	948
	VRC-kc	C6647	1	VR	41,244	18,271	59,515	1.0%	595
	VRC-in	C6647	1	VR	49,752	22,040	71,792	2.5%	1,795
	VRC-ip	C6647	1	VR	39,264	17,394	56,658	2.5%	
	VRC-ap	C6647	1	VR	39,264	17,394	56,658	2.5%	
	VRC-rh	C6647	1	VR	37,452	16,591	54,043		•

27,317 27,450 Totals:

Indirect Charges	Line Item			otal Budget Amount	Percent of Core Usage	Total One- Stop Cost
	5 General Office Expense	563	0	563	23.6%	133
Totals:		563	0	563 563	23.6%	133

## RESOURCE SHARING AGREEMENT (RSA) The Workforce Network Partners and Affiliates Amended Effective July 1, 2006

#### PURPOSE AND OVERVIEW

This Resource Sharing Agreement (RSA) establishes the terms and conditions under which the partners and affiliates in The Workforce Network will share resources and fund costs to provide comprehensive workforce development services to the job seeker and employer communities of Lane County. It reflects the particular needs of Lane County's local and regional economies and is built upon a framework of service delivery and a collaborative network of partner organizations. Through this Agreement, Exhibit A of the Memorandum of Understanding, the partners and affiliates have identified those costs related to the operation and maintenance of The Workforce Network that are of mutual benefit and have identified mechanisms for the payment of these costs. The Agreement contains the following sections:

- I. Partners
- II. Identification of Shared Costs
- III. Proportionate Share and Cost Allocation
- IV. Resource Sharing Agreement
- V. Modification and Reconciliation Process
- VI. Dispute Resolution
- VII. Authority and Signatures

The RSA is effective July 1, 2006 and continues until June 30, 2007.

#### I. PARTNERS

The Workforce Network's primary location is at 2510 Oakmont Way, Eugene, Oregon 97401. A satellite site is located on the campus of Lane Community College at 4000 East 30th Street, Eugene, Oregon 97405. Partners are listed below, and all notices regarding this Agreement shall be given to the following partners:

#### Partners

Lane Workforce Partnership	541-682-3800	WIA Title IB (direct services
Hereinafter referred to as LWP		and LCC sub-contract)
300 Country Club Road, Suite 120,		
Eugene, Oregon 97401		
Employment Department	541-686-7601	Wagner-Peyser, UI
Hereinafter referred to as ED		į į
2510 Oakmont Way,	1	
Eugene, Oregon 97401		

Lane Community College Hereinafter referred to as LCC 4000 East 30th Street, Eugene, Oregon 97405	541-463-3000	Carl Perkins
Department of Human Services, Office of Vocational Rehabilitation Services, Hereinafter referred to as OVRS Service Delivery Area 5, 101 30th Street, Springfield OR 97478	541-726-3541	WIA Title IV
Department of Human Services, Children, Adults & Families Hereinafter referred to as CAF Service Delivery Area 5, 2885 Chad Drive, Eugene, Oregon 97408	541-687-7373	TANF

<sup>\*\*</sup> Other partners within Region 5 do not receive a value from the identified shared costs.

#### II. IDENTIFICATION OF SHARED COSTS

The shared costs are shown in the budget document, Attachment 1, and consist of costs incurred by each partner to serve the citizens of Lane County. The shared costs are pooled into Cost Pool A and Cost Pool B for allocation purposes, see Attachments 1 and 2. Each partner provides different services in the two cost pools; therefore, no partner has costs identified for the same service.

Cost Pool A includes ED, LWP and LCC (services at LCC site) and the following activities:

Public Information, Outreach/Recruitment, Determination of Program Appropriateness, Orientation, Resource Center/Tech Room, Initial Assessment, Workshops, Career Information, Job Search Skills & Information, Labor Market Information, Job Referrals, Follow Up, Eligibility Determination, Community Voice Mail Access and G-Stars Database Maintenance.

Cost Pool B includes LCC (services at Oakmont site), CAF and OVRS and the following activities:

Adult and Basic Education Workshops at Oakmont site; Orientation/Information/ Intake for CAF and OVRS services.

The types of costs incurred in the provision of the above universal services are detailed below by center location:

#### 2510 Oakmont Way - Primary One Stop Center

Staff Costs: Salary and benefit costs related to Core A/Public services to the universal Lane County customer. These services include, but are not limited to: program information, job search assistance, job placement, career exploration, skills assessment, workplace math and writing, and other related workshops.

Hynix Technology Center: Salary and benefit costs to provide computer assistance and training to customers in the Hynix Technology Center. Also, staff costs to maintain the Center as needed.

Materials & Services: Public Information/Printing/Subscription costs including the preparation and printing of "branded" materials such as brochures, signage, letterhead, etc. used in promoting the services of The Workforce Network to customers and providing related materials.

Real Estate & Space Rental & Utilities/Premise Maintenance: The costs of the facilities at 2510 Oakmont Way.

Data Lines/Telephone/Network Charges: Charges related to the cost of phones, DSL services and the installation and maintenance of the computer network.

Copier Charges and Equipment/Resource Room Maintenance: Charges for the copy machine located in the Hynix Technology Center and other equipment and maintenance necessary in the One Stop.

Office Supplies and Postage: Costs of copier paper and other resource room supplies. Postage for mailing customer related materials including notification of career fairs, workshops and other activities.

Purchased Insurance: Required general liability property insurance.

G-Stars Maintenance: Cost of a web-based, swipe-card customer tracking system annual fee and swipe cards. (For both sites)

#### LCC, 4000 East 30th Street - Satellite Site

Staff Costs: Salary and benefit costs related to the provision of Core A/Public services to the universal Lane County customer. These services include, but are not limited to: program information, job search assistance, job placement, career exploration, skills assessment, workplace math and writing, and other related workshops.

LCC Resource Center: Salary and benefit costs to provide computer assistance and training to customers in the LCC Resource Center. Also, staff costs to maintain the Center as needed.

Materials & Services: Public Information/Printing/Subscription costs including the preparation and printing of "branded" materials such as brochures, signage, letterhead, etc. used in promoting the services of The Workforce Network to customers and providing related materials.

Building Depreciation: Lane Community College depreciates the building located at 4000 East 30<sup>th</sup> Avenue in Eugene. Building depreciation is part of the Resource Sharing Agreement to the extent the building is used for providing Core A/Public services to the universal Lane County customer.

Data Lines/Telephone/Network Charges: Charges related to the cost of phones, DSL services and the installation and maintenance of the computer network.

Office Supplies and Postage: Costs of copier paper and other resource room supplies. Postage for mailing customer related materials including notification of career fairs, workshops and other activities.

#### III. COST ALLOCATION PLAN

The Shared Costs Budget for July 2006 to June 2007 is \$1,740,608 (See Attachment 1). The methodology used to allocate to the two Cost Pools is: Square footage for Cost Pool A and weekly staff hours worked for Cost Pool B.

Cost Pod	ol A: Square Footage				
	Square Footage	% of Total	Shared Costs	LWP/LCC WIA Squar Footage: LWP	'e
LWP	4200.77	39.50%	552,047.52	(Oakmont) LCC (Sat	838
ED	5515.00	51.86%	724,757.50	Site)	3363
LCC _	917.96	8.63%	120,633.69		4201
Total	10633.73	100.00%	1,397,438.71		
Cost Poo	ol B: Weekly Hours Weekly Hours	% of Total	Shared Costs		
LCC	89.20	73.11%	250,907.71		
CAF	12.00	9.84%	33,754.40		
OVRS	20.80	17.05%	58,507.63	-	
Total	122.00	100.00%	343,169.74		

#### IV. RESOURCE SHARING PLAN

Each partner in The Workforce Network agrees to provide the resources necessary to fund their proportionate share of the Shared Costs Budget based on the Cost Allocation Plan. The partners also agree that differences of more than 5% of the total Shared Costs Budget will be addressed during the Reconciliation Process. The 5% variance is \$87,030.42 for July 2006 to June 2007.

Each partner will pay costs based on the items detailed in Attachment 3. The partners are contributing staff time for the operation of the two centers and other materials and services as necessary.

All budgeted square footage, hours and amounts will be reviewed during the Reconciliation Process.

#### V. MODIFICATION AND RECONCILIATION PROCESS

Reconciliation: LWP will maintain the information pertinent to this agreement. Each partner will submit actual cost information to LWP quarterly. The Network Consortium, consisting of managers and directors from each partner agency, holds monthly meetings and the reconciliation information will be compiled and distributed at the Network Consortium meeting following the quarterly reconciliation. The Network Consortium will be responsible for adjusting the resources in subsequent periods based on the actual cost data and actual staff hours worked.

<u>Modification</u>: Periodically it may be necessary to make amendments to this RSA. Amendments to this RSA may only be made in writing and are subject to approval by all parties.

Addition or Withdrawal of Partners: Any partner may terminate this Resource Sharing Agreement by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date. Notice of this withdrawal shall be given to all parties at the addresses shown on the first page of this RSA or to their current office. In the event of a withdrawal by a party, this Resource Sharing Agreement shall be opened for Amendment of all the parties.

A new partner may be added to this Resource Sharing Agreement (RSA) by written application provided to all parties at the addresses shown on the first page of this RSA or to their current office. This written application shall be in a form prescribed and agreed to by the parties named herein. The addition of a new partner will be with the unanimous consent of all parties hereto and shall cause a revision or rewrite of this agreement.

#### VI. DISPUTE RESOLUTION

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the President of the Lane Workforce Partnership who shall place the dispute upon the agenda of a regular or special meeting of the Partnership's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Finally, if the Executive Committee's resolution efforts fail, the matter will be presented to the full Lane Workforce Partnership Board of Directors for consideration and decision. Any party may appeal the final decision of the Lane Workforce Partnership Board of Directors to the Governor's Office of Education and Workforce Policy pursuant to the State's Policy for Dispute Resolution. In any event, all efforts at resolution shall be documented for record.

### VII. AUTHORITY AND SIGNATURES

We the undersigned hereby approve The Resource Sharing Agreement for The Workforce Network, Lane County.