



CWMWDB Contracts for Approval List

September 24, 2020
CWMWDB PY 20 Q1 Meeting

Grantor	Grantee	Program Year	Program	Contract #	Original Amount	New Total Amount
MDOL	CWM	2020	WIOA	PY20 WIOA #00	0.00	1,789,603.00
MDOL	CWM	2020	COVID 19	PY20 NDWG Covid-19	0.00	515,000.00
CWM	EMDC	2019	OPIOD	PY19 NDWG Opioid #00	0.00	471,916.89
CWM	EMDC	2020	COVID 19	PY20 NDWG Covid-19	0.00	463,500.00
CWM	EMDC	2019	WIOA	PY19 WIOA EMDC #01*	0.00	1,334,545.20
CWM	WMCA	2019	WIOA	PY19 WIOA Mod #2 Closeout	1,682,706.00	391,281.80
CWM	WMCA	2019	OPIOD	PY19 NDWG Opioid #01 Closeout	487,267.00	15,350.11

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2. PY 20 MDOL NDWG Covid-19 Page 30
3. PY 19 WMCA NDWG Opioid Closeout Page 54
4. PY 19 WMCA WIOA Closeout Page 56
5. PY 19 EMDC NDWG Opioid #00 Page 58
6. PY 20 EMDC NDWG Covid 19 #00 Page 81
7. PY 19 EMDC WIOA #01 & #00 Page 101



SERVICE CONTRACT

DATE: 6/4/2020

ADVANTAGE CONTRACT #: CT 12A 20200604*3712

DEPARTMENT AGREEMENT #: NA

CONTRACT AMOUNT: \$ 1,780,603

START DATE: 7/1/2020 END DATE: 6/30/2022

This Contract, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: Labor

Address: 55 State House Station

City: Augusta State: ME Zip Code: 04333-0055

PROVIDER

PROVIDER: Central Western Maine Workforce Initiatives

Address: 77 Winthrop St

City: Augusta State: ME Zip Code: 04330

Provider's Vendor Customer #: VC1000014173

DUNS#: 167671507

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of LABOR

Central Western Maine Workforce Initiatives

Signature Laura A. Fortman, Commissioner

Date 6/18/20

Signature Stacy Kilroy, Executive Director

Date

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Funding Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Rider D – Line Item Budget and Implementation Plan
<input checked="" type="checkbox"/>	Rider E – Federal Citations and Requirements
<input type="checkbox"/>	Rider F – N/A
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$ 530,670	013	12A	K333	21	6401	K333	P2020	23999	PR05
100,000	013	12A	K333	21	6401	K333	P2020	23999	PR08

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$ 548,801	013	12A	K353	21	6401	K353	P2020	23999	PR05
100,000	013	12A	K353	21	6401	K353	P2020	23999	PR08

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$ 401,132	013	12A	K393	21	6401	K393	P2020	23999	PR05
100,000	013	12A	K393	21	6401	K393	P2020	23999	PR08

Funding Total: \$ **1,780,603**

The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$
Dedicated/Special Revenue	\$
Federal Funds	\$ 1,780,603

Federal Award Identification Number (FAIN) Grant #: AA34772-20-55-A-23

These funds were awarded to the Maine Department of Labor, by the U.S. Department of Labor, Employment and Training Administration. These are not R&D funds.

CFDA Numbers pertaining to this grant are as follows:

Adult: CFDA 17.258 Dislocated Worker: CFDA 17.278 Youth: CFDA 17.259

Provider Indirect Cost Rate: CWMWDB charges all costs directly

**RIDER A
SCOPE OF WORK**

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
Contract	Formal and legal binding agreement aka Subrecipient Award Agreement
Department	State of Maine Department of Labor
DUNS	Data Universal Numbering System
Provider	Entity providing services under this contract agreement aka Subrecipient
PTE	Pass-through entity, a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal award
State	State of Maine
Subrecipient	Non-federal entity that receives a sub award from a pass-through entity
WIOA	Workforce Innovation & Opportunity Act

II. INTRODUCTION/OVERVIEW:

This agreement applies to Workforce Innovation and Opportunity Act, Title IB, formula funds appropriated for Program Year 2020 for the Adult, Dislocated Worker, and Youth programs (Public Law 116-94). Funds provided under this agreement must be expended in accordance with all applicable Federal and State statutes, regulations, policies and guidance pertaining to WIOA that are presently in effect and/or that may become effective during the term of this agreement.

III. DELIVERABLES:

The Subrecipient:

- a. Will provide a complete operational line item budget and service implementation plan, fully delineating the use of these funds for all aspects of the organizational budget (administrative and program) for PY-2020 WIOA services and understands that if there are major changes in overall funding and/or operations or service implementation plans during the agreement period the agreement must be amended. The purpose for use of all funds must be stated clearly in the line item budget.
- b. Will ensure the budget clearly explains the purpose and use of all WIOA formula program funds not immediately distributed to a service provider subrecipient and ensures that such purpose is carried

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out or that the service provider budget will be amended accordingly. If local boards are utilizing program funds, the specific purpose for use of these funds must be identified in the line item budget and the implementation of the specific board function the funds will be applied to.

- c. Agrees its local area subrecipients will comply with all the terms and conditions of the WIOA and the regulations promulgated thereunder, which are incorporated herein by reference. In the event of any conflict between the terms and conditions of this agreement and the WIOA and said regulations promulgated thereunder, the terms of WIOA and the regulations shall prevail and govern the performance of all parties.
- d. Will ensure that local area subrecipients deliver employment and training programs in alignment with the State Unified Plan and any subsequent modification of that plan; likewise, will abide by the requirements of the Annual Funding Agreement between the Governor and the USDOL, which is incorporated herein.
- e. Will ensure that local area service subrecipient(s) deliver employment and training programs and services in accordance with the approved local area plan.
- f. Will submit to BES an annual audit report for the local board and will review annual audit reports for each local subrecipient and address any issues identified in its subrecipient audits. Audits must be completed in accordance with Generally Accepted Government Auditing (GAGA) standards and the requirements of 2 CFR Part 200 Subpart F - Audit Requirements.
- g. Will ensure compliance with all State WIOA workforce system policies and directives.
- h. Will strive to meet or exceed all negotiated performance measures and will provide technical assistance to local subrecipients that will enable them to meet or exceed such measures.
- i. Will comply with all financial reporting and fiscal administrative requirements and ensure that local area subrecipients also comply with and adhere to financial management standards as articulated in 2 CFR 300 Subpart D - Standards for Financial and Program Management. Including the requirement to relate financial data to performance accomplishments and provide cost information that demonstrates cost effective practices, including unit cost data required to be entered into the new AJLA Fiscal System on a per participant basis.
- j. Will retain all source documentation to support all drawdown requests submitted on the BES 99, including provision of required attachments to the BES 99. Will make all documentation pertaining to a drawdown available upon request or upon random fiscal review. Will follow all guidance pertaining completion and submission of drawdown requests as outlined in the MDOL financial manual.
- k. Will retain all records pertinent to all grants and agreements, including financial, statistical, property, applicant/participant records, and supporting documentation. Records for each award period must be retained for (3) years following the date on which the award closeout report (final report) is submitted to the Department. For all records selected for data element validation, subsequent monitoring or audit, will ensure that case files, including applicant and participant records and

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supporting documentation, as specified by MDOL, are retained and accessible for three (3) years following the date on which the files were validated, reviewed, or audited.

- i. Will ensure that nonexpendable property records are retained for a period of three (3) years from the date of final disposition of property. Property records consist of purchase documents, inventory records, and disposition documents. Disallowed costs can result from inadequate documentation and record retention.
- m. Will ensure that all records will be retained beyond the prescribed period if any litigation, investigation, or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been resolved.
- n. Will ensure that all local area service subrecipients will be required to include similar record retention procedures in their contractual agreements and must ensure compliance through monitoring. In the event of the termination of the relationship with a service subrecipient or any other subrecipient, the LWDB will be responsible for the maintenance and retention of records.
- o. Will conduct on site Program and Financial monitoring reviews at least once annually with each local Subrecipient of these Title IB formula funds. Such financial review shall be in accordance with 2 CFR 200.328 through 331. Such monitoring will be conducted to ensure the appropriate use and management of the funds provided under WIOA Title IB for Adult, Dislocated Worker and Youth activities and to ensure programs are delivered in accordance with requirements under the Act and ensuring regulations and guidance.
- p. Will provide the Department with copies of monitoring tools, monitoring reports, and all correspondence pertaining to program and fiscal monitoring.
- q. Will ensure that local area subrecipients are made aware of and abide by any/all guidance provided by the USDOL ETA via Training and Employment Guidance Letters (TEGLs), Training and Employment Notices (TENs), formal Monitoring Guides and Maine Department of Labor policies, policy manuals and standards of procedure.
- r. Will provide to the Department draft copies of all RFP documents pertaining to procurement using these Title IB funds, for review by the Department **prior to** publication of such documents.
- s. Will conduct local board functions described in WIOA Section 107(d).
- t. Will make available to the public, through electronic means, on a regular basis, information about the board, board meetings, board activities, local area policies, requests for proposals, selection of one-stop operators, awards to service subrecipients, and all other local area information, including the local/regional plan. Such information must be accessible to all individuals, including individuals who are blind or visually impaired.

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- u. Will publish on its website, or otherwise make publicly available, all local area policies directed to Title IB subrecipients regarding local requirements for implementing services for the Adult, Dislocated Worker and Youth programs.
- v. Will provide training to local board members and chief elected officials regarding their roles, responsibilities and required functions under WIOA.
- w. Will work collaboratively with required partners to establish and maintain the local one-stop delivery system and enter into good faith negotiations with all required to develop and implement the local Memorandum of Agreement and Infrastructure Funding Agreement included therein.
- x. Will certify the effectiveness, physical and programmatic accessibility, and continuous improvement of the comprehensive and affiliate one-stop centers in the local area at least once every three years.
- y. Will ensure the required partner MOUs are revised upon the third year of initial signing and identify and incorporate steps each partner will take to integrate services.
- z. Will ensure the infrastructure funding agreements for the local area one-stop delivery system are in place as required by state policy and are reconciled at least once every six months and revised on an annual basis.
- aa. Agrees to review and update one-stop certification criteria every two years as part of the local plan update process and to convene local workforce development system stakeholders to assist in the development of the local plan and in identifying non-federal expertise and resources to leverage support activities.
- bb. Agrees to develop, implement and modify a four-year local plan in accordance with guidance provided by the MDOL.
- cc. Assures that mileage and per-diem reimbursements for staff and/or board members does not exceed the approved annual GSA mileage rate or the per diem rate for the geographic area as identified at GSA.gov.

IV. PERFORMANCE MEASURES: Are included in the implementation schedule in Rider-D

V. REPORTS:

The Subrecipient will track and record all data necessary to complete quarterly program performance and financial reports and annual employer effectiveness report requirements.

Will provide a **quarterly performance report** narrative, discussing planned services and progress toward attainment of negotiated performance measures for Title IB Adult, Dislocated Worker and Youth programs. This report is due on the 50th day after each quarter end date and will be reviewed against the data submitted as certified reports by MDOL to USDOL which will be provided to the local area by MDOL on the 45th day after the quarter end date. The narrative must discuss any discrepancies between planned and actual service levels, concerns pertaining to ability to meet performance levels, and as appropriate include

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any activities designed to address areas in which performance is not at expected levels. This report must also include innovative practices and participant or employer success stories for each of the three programs.

Will provide a **quarterly financial report** (FR-10) completed in accordance with requirements outlined in the MDOL Financial Manual and which is due on the 25th day of the month following each quarter end-date.

Will provide an **annual summary report** (which can be the same that is provided to local board members) that discusses progress on local area plan activities, sector responses, local area research and other planned activities, to be submitted by September 15^{for} each program year ending June 30.

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment instalments under this Agreement until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator.

**RIDER B
TERMS AND CONDITIONS**

1. **INVOICES AND PAYMENT:** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. **SUB-AGREEMENTS.** Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider agrees as follows:
 - a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The

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Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
 - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
 - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
 - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract

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without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

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16. **NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. **APPROVAL.** This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. **INSURANCE.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. **SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. **ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
 - Rider C Exceptions
 - Rider B Terms and Conditions
 - Rider A Scope of Work
 - Funding Rider
 - Rider D Included at Department's Discretion
 - Rider E Included at Department's Discretion
 - Rider F Included at Department's Discretion
 - Rider G Identification of Country in which contracted work will be performed
 - Business Associate Agreement included at Department's Discretion
 - Other Included at Department's Discretion
22. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with

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regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

24. **ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. **AMENDMENT:** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

RIDER C

EXCEPTIONS

- All references to the term “contract” in Rider B shall be considered references to “subrecipient award agreement”
- All references to the term “provider” in Rider B shall be considered references to “subrecipient awardee”
- Requirements under Rider B, Part 1 INVOICES & PAYMENTS are changed to reflect that the subrecipient shall submit drawdown requests using the exceptions here if applicable. If not applicable enter NA– make sure Rider C is not checked in the Rider section

RIDER D
LINE ITEM BUDGET / IMPLEMENTATION SCHEDULE
Click or tap here to enter text.

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RIDER D
WIOA LINE ITEM BUDGET

OPERATING COSTS	Adult	DW	Youth	Admin	Total
A. PERSONNEL					
a. Salary & Wages	186,040.69	151,631.63	187,382.79	42,178.00	567,233.11
b. Fringe & Benefits	62,487.46	39,426.32	65,932.26	28,025.00	195,871.04
B. STAFF TRAVEL					
a. In-State	3,210.00	2,950.00	3,950.00	4,886.00	14,996.00
b. Out-of-State	410.00	400.00	300.00	-	1,110.00
C. EQUIPMENT (Copiers/Computers)					
a. Purchase	-	-	-	-	-
b. Lease/Fees	14,760.00	14,850.00	14,986.00	-	44,596.00
c. Maintenance	-	-	-	-	-
D. MATERIALS/SUPPLIES	2,676.00	2,280.00	2,622.00	2,443.00	10,021.00
E. PREMISES					
a. Rent	35,500.00	27,456.00	22,830.00	1,170.00	86,956.00
b. Utilities	1,050.00	970.00	1,050.00	-	3,070.00
c. Maint/Other	1,050.00	950.00	1,050.00	-	3,050.00
F. COMMUNICATIONS					
a. Telephone	5,114.00	3,191.00	4,928.00	977.00	14,210.00
b. Postage	350.00	270.00	397.00	98.00	1,115.00
c. Outreach/Advertising	1,000.00	1,000.00	1,500.00	19,544.00	23,044.00
G. OPERATIONAL					
a. Fiscal Monitoring	-	-	-	2,932.00	2,932.00
b. Legal/Web/Other	-	-	-	-	-
c. Insurance	387.00	350.00	387.00	2,932.00	4,056.00
d. Other	-	-	-	-	-
H. SUBCONTRACT					
a. Fiscal Management	-	-	-	57,165.00	57,165.00
b. Payroll Services	-	-	-	1,263.00	1,263.00
c. Fiscal Audit	-	-	-	7,329.00	7,329.00
d. Other	-	-	-	-	-
I. OTHER					
a. Conference	-	-	-	2,443.00	2,443.00
b. Dues/Subscriptions	500.00	500.00	500.00	2,443.00	3,943.00
c. Staff Training	5,170.00	2,730.45	5,170.00	244.00	13,314.45
d. Organization Expense	-	-	-	34.00	34.00
e. Software	-	-	-	1,954.00	1,954.00
J. INDIRECT/SHARED COSTS	43,699.33	33,993.60	42,568.35	-	120,261.28
TOTALS	363,404.48	282,949.00	355,553.40	178,060.00	1,179,966.88

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DIRECT PARTICIPANT SERVICES COSTS					
a. Occupational Training (Tuition/Books/Fees)	70,000.00	50,180.00	27,650.00	-	147,830.00
b. OJT Training	50,400.00	50,000.00	23,700.00	-	124,100.00
c. Customized Training	-	-	-	-	-
d. Literacy in conjunction w/ Occ. Trng.	4,100.00	3,600.00	2,765.00	-	10,465.00
e. Entrepreneurial Training	-	-	-	-	-
f. Job Ready in conjunction w/Occ. Trng	10,000.00	7,200.00	4,967.00	-	22,167.00
g. Transitional Jobs	-	-	-	-	-
h. Work-Based Trg w/related instruction	-	-	-	-	-
i. Incumbent Worker Training	3,533.00	-	-	-	3,533.00
j. Work Experience	20,500.00	16,000.00	98,294.60	-	134,794.60
k. Support Services	45,665.52	41,090.00	70,991.00	-	157,746.52
TOTALS	204,198.52	168,070.00	228,367.60	-	600,636.12
GRANT TOTALS	567,603.00	451,019.00	583,921.00	178,060.00	1,780,603.00
CHECK	567,603.00	451,019.00	583,921.00	178,060.00	1,780,603.00

WIOA ADULT IMPLEMENTATION PLAN				
ADULT SERVICE SUMMARY	Q1	Q2	Q3	Q4
A. New Enrollments	28	43	58	73
B. Carry-Ins	55	55	55	55
C. Total Served (A+B)	83	98	113	128
D. Total Exiters	15	30	45	58
E. Total Entered Employment	11	23	32	41
a. Placed in Apprenticeship	2	3	5	7
ADULT SERVICE GOALS	Q1	Q2	Q3	Q4
A. Direct Training	60	74	99	108
B. Career Services	83	98	113	128
ADULT PERFORMANCE MEASURES	Q1	Q2	Q3	Q4
A. Employed 2nd Qtr. after Exit				73.00%
B. Employed 4th Qtr. after Exit				71.50%
C. Median Earnings 2nd Qtr. after Exit				\$ 5,203.00
D. Measurable Skill Gains				63.00%
E. Attained Credential				55.00%

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WIOA DISLOCATED WORKER IMPLEMENTATION PLAN				
DW SERVICE SUMMARY	Q1	Q2	Q3	Q4
A. New Enrollments	20	40	60	83
B. Carry-Ins	16	16	16	16
C. Total Served (A+B)	36	56	76	99
D. Total Exiters	15	30	45	60
E. Total Entered Employment	11	22	32	42
a. Placed in Apprenticeship	1	3	5	7
DW SERVICE GOALS				
	Q1	Q2	Q3	Q4
A. Direct Training	28	44	66	80
B. Career Services	36	56	76	99
DW PERFORMANCE MEASURES				
	Q1	Q2	Q3	Q4
A. Employed 2nd Qtr. after Exit				79.50%
B. Employed 4th Qtr. after Exit				77.00%
C. Median Earnings 2nd Qtr. after Exit				\$ 6,800.00
D. Measurable Skill Gains				65.00%
E. Attained Credential				55.00%
WIOA YOUTH IMPLEMENTATION PLAN				
YOUTH SERVICE SUMMARY	Q1	Q2	Q3	Q4
A. New In-School Enrollments	10	20	30	40
B. In-School Carry-Ins	1	1	1	1
C. New Out-of-School Enrollments	20	40	60	80
D. Out-of-School Carry-Ins	20	20	20	20
E. Total Served (A+B+C+D)	51	81	111	141
F. Total Exiters	18	36	50	62
G. Total Employed or In Education	16	30	40	50
a. Placed in Apprenticeship	2	3	5	7
YOUTH PERFORMANCE MEASURES				
	Q1	Q2	Q3	Q4
A. Employed / in Education 2nd Qtr. after Exit				69.00%
B. Employed / in Education 4th Qtr. after Exit				71.00%
C. Median Earnings 2nd Qtr. after Exit				\$ 3,869.00
D. Measurable Skill Gains				57.00%
E. Attained Credential				40.00%
EMPLOYER EFFECTIVENESS				
A. Repeat Employers Served	57			
B. New Employers Served	50			

**RIDER E
FEDERAL CITATIONS and REQUIREMENTS**

Administrative Cost Limit:

Under the Workforce Innovation and Opportunity Act, administrative costs are defined and discussed in 20 CFR 683.215. There is a 10% limitation on administrative costs on funds that are awarded under this grant. Under no circumstances may the administrative costs exceed this limit. Award recipients will be evaluated based on their compliance to the limits of the administrative costs during close out. Any amounts that exceeds this limitation will be disallowed and subject to debt collection.

Consultant Fees:

For the purposes of this award, fees paid to a consultant who provides services under a program shall be limited to \$710 per day (representing an eight-hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the MDOL.

Travel

For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the MDOL policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available. Foreign travel is not allowed.

Pursuant to 2 CFR 200.474(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. The 2019 mileage reimbursement rates are: Modes of Transportation Effective/Applicability Date Rate per mile Privately owned automobile January 1, 2019 \$0.58 Privately owned motorcycle January 1, 2019 \$0.55 Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.

WIOA Infrastructure

WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 require the following programs to be One-Stop partners: A. WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; YouthBuild; Native American programs; National Farmworker Jobs Program (NFJP); B. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III; C. Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965; D. Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974; E. Unemployment Compensation (UC) programs; F. Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.; and G. Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169

With the exception of Native American programs established under WIOA sec. 166, all One-Stop partner programs including all programs that are funded under title I of WIOA are required to contribute to the

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infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760. While Native American programs are not required to contribute to infrastructure costs per WIOA 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in TEGL 17-16. The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200 and DOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.

Audits

Organization-wide or program-specific audits shall be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance which apply to audits for fiscal years beginning on or after December 26, 2014. DOL awards recipients including for-profit and foreign entities that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. For-profit and foreign entities that are recipients or subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200

Changes in Micro-Purchase Simplified Acquisition Threshold

The Office of Management and Budget memorandum (M-18-18), issued on June 20, 2018, increased the threshold for micro-purchases under Federal financial assistance awards from \$3,500 to \$10,000 and the threshold for simplified acquisitions under Federal financial assistance awards from \$100,000 to \$250,000. Please note that these two threshold increases were effective for all Employment and Training (ETA) grantees as of October 1, 2018. All ETA grantees should carefully review the above-referenced memorandum and make any necessary updates to their financial and administrative policies, procedures and systems as a result of these threshold increases.

Creative Commons Attribution License

As required at 2 CFR 2900.13, any intellectual property developed under a competitive award process must be licensed under a Creative Commons Attribution 4.0 (CC BY) license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and attribute the work in the manner specified by the recipient. For general information on CC BY, please visit <http://creativecommons.org/licenses/by/4.0>. The Instructions for marking your work with CC BY can be found at http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license

Equipment

Subrecipients must receive prior approval from MDOL to purchase any equipment as defined in the Uniform Guidance at 2 CFR 200.33. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439. Subrecipients may not purchase equipment during the last year of the period of performance or the last year of full program service delivery (not follow up activities) whichever comes first. This may not be the same as the last twelve months of the period of performance. If any approved acquisition has not occurred prior to the last funded year of performance, approval for that item(s) is rescinded

FFATA Federal Funding Accountability Transparency Act

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Subrecipients must abide by the any applicable requirements under the FFATA

Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Therefore, program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”

Personally Identifiable Information

Award recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), found at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872 .

Pre-Award Costs

All costs incurred by the award recipient prior to the start date specified in the award issued by the Department are incurred at the recipient’s own expense.

Publicity

No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

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Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

Conferences

Conferences sponsored in whole or in part by the subrecipient are allowable if the conference is necessary and reasonable for the successful performance of the Award. Recipients are urged to use discretion and good judgment to ensure that all conference costs charged are appropriate and allowable. For more information on the requirements and the allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held accountable to the requirements in 2 CFR 200.432. Therefore, costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

Subawards

A subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient comply with all applicable regulations and the terms and conditions of this award (2 CFR 200.101(b)(1)).

System for Award Management (SAM)

Requirement for System of Award Management (SAM) Unless you are exempt from this requirement under 2 CFR 25.110, you as must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

ETA advises grant recipients registered in SAM to log into SAM and review their registration information, particularly their financial information and points of contact. Further, the DUN and EIN numbers must remain active until the grant award closeout process is fully completed. See TEN 18-17 for additional guidance.

Health Benefits Coverage for Contraceptives

Federal funds may not be used to enter into or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care's HMO and OSF HealthPlans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives

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because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

Privacy Act

No funds can be used in contravention of the 5 USC 552a (Privacy Act) or regulations implementing the Privacy Act.

Prohibitions on Contracting with Corporations with Felony Convictions

The recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months

Prohibition on Procuring Goods Obtained through Child Labor

No funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015. DOL has identified these goods and services here: <http://www.dol.gov/ilab/reports/childlabor/list-of-products/index-country.htm>

Reporting of Waste, Fraud and Abuse

No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Requirement for Blocking Pornography

No Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

Requirement to Provide Certain Information in Public Communications

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state: 1. The percentage of the total costs of the program or project which will be financed with Federal money; 2. The dollar amount of Federal funds for the project or program; and 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. The requirements of this part are separate from those in the 2 CFR part 200 and, when appropriate, both must be complied with.

Restriction on Health Benefits Coverage for Abortions

Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to

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discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions

Restriction on Lobbying/Advocacy

No federal funds may be used by a grant recipient, other than for normal and recognized executive-legislative relationships, to engage in lobbying or advocacy activities (including publicity or propaganda purposes or for the preparation of any publication or electronic communication) designed to support or defeat the enactment of federal, state, or local legislation, regulation, appropriations, order, or other administrative action, except in presentation to Congress or a State or local legislature itself or for participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

Restriction on the Promotion of Drug Legalization

No Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

Restriction on Purchase of Sterile Needles or Syringes

No Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

Salary and Bonus Limitations

Recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2016/executive-seniorlevel>). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262

Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The award recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

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Executive Orders

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

13788: Pursuant to Executive Order 13788, by drawing down funds, the recipient agrees to comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act"). Additionally, no funds may be made available to any person or entity that has been convicted of violating the Buy American Act.

For the purposes of this award, the Buy American Act requires the recipient to use, with limited exceptions, only 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States.

These requirements do not apply to 1) items for use outside of the United States, 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is equal to or less than the micro purchase threshold (currently \$10,000). In order to claim an exception to these requirements under 1 or 2 above, the recipient must get prior approval from the Grant Officer. Prior approval is not needed for purchases under the micro-purchase threshold.

Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

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Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, and, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

Prohibition on Trafficking in Persons

1. Trafficking in persons.

- a. Provisions applicable to a recipient that is a private entity. I. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
- (A). Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (B). Procure a commercial sex act during the period of time that the award is in effect; or
 - (C). Use forced labor in the performance of the award or subawards under the award. II.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- (A). Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- (B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2998.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- I. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (A). Associated with performance under this award; or
 - (B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.

c. Provisions applicable to any recipient.

- I. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- II. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

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(B). Is in addition to all other remedies for noncompliance that are available to us under this award.

III. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity. d. Definitions. For purposes of this award term:

I. "Employee" means either:

(A). An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(B). Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

II. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

III. "Private entity": (A). Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. (B).

Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- ii. A for-profit organization. IV. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Veterans' Priority Provisions

The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with the DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

- United States. Please identify state: Maine**
- Other. Please identify country: Enter Country**

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.



SERVICE CONTRACT

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DATE: 6/9/2020

ADVANTAGE CONTRACT #: CT 12A 2020 0820000000000646

DEPARTMENT AGREEMENT #: NA

CONTRACT AMOUNT: \$ 515,000

START DATE: 8/10/2020 END DATE: 6/30/2022

This Contract, is between the following Department of the State of Maine and Provider:

State of Maine

DEPARTMENT: Department of Labor

Address: 55 SHS, 45 Commerce Dr

City: Augusta State: ME Zip Code: 04333

PROVIDER

PROVIDER: Central Western Maine Workforce Initiatives

Address: 77 Winthrop Street

City: Augusta State: ME Zip Code: 04330

Provider's Vendor Customer #: VC1000014173 Provider DUNS# 167671507

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of Labor

Provider Central Western Maine Workforce Initiatives

Signature Laura A. Fortman, Commissioner

Signature Stacy Kilroy, Executive Director

Date 8/20/2020

Date 08/20/2020

DEPARTMENT AND PROVIDER POINT OF CONTACTS

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: Lisa Haskell
Email: lisa.a.haskell@maine.gov
Address: 55 SHS
City: Augusta State: ME Zip Code: 04333
Telephone: 207-623-7991

PROGRAM ADMINISTRATOR: The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract.

Name: Ginny Carroll
Email: Virginia.A.Carroll@maine.gov
Address: 55 SHS
City: Augusta State: ME Zip Code: 04333
Telephone: 207-623-7974

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: Stacy Kilroy
Email: skilroy@cwmdwb.org
Address: 77 Winthrop St.
City: Augusta State: ME Zip Code: 04330
Telephone: 207-541-4100

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference. (check all that apply)
<input checked="" type="checkbox"/>	Funding Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" type="checkbox"/>	Rider C – Exceptions to Rider B
<input checked="" type="checkbox"/>	Rider D – Line Item Budget and Implementation Schedule
<input checked="" type="checkbox"/>	Rider E – Federal Citations and Requirements
<input type="checkbox"/>	Rider F – N/A
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed

FUNDING RIDER

Internal Purposes Only

CODING (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	DEPT/OBJ	FISCAL YEAR
\$120,000	013	12A	N24A	26	6401	N24A	F2020	CV19	PR05
Task Order 23999									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	DEPT/OBJ	FISCAL YEAR
\$395,000	013	12A	N24A	26	6401	N24A	F2020	CV19	PR08
Task Order 23999									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

Funding Total: \$ 515,000

The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$	0
Dedicated/Special Revenue	\$	0
Federal Funds	\$	\$515,000

FAIN # DW-34905-20-60-A-23

CFDA#

17.277

Indirect Cost Rate: CWMWI does not charge indirect costs.

R&D Award? No

RIDER A
SCOPE OF WORK

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
Contract	Formal and legal binding agreement aka Subrecipient Award Agreement
Department	State of Maine Department of Labor
DUNS	Data Universal Numbering System
NDWG	National Dislocated Worker Grant
Provider	Entity providing services under this contract agreement aka Subrecipient
PTE	Pass-through entity, a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal award
State	State of Maine
Subrecipient	Non-federal entity that receives a sub award from a pass-through entity
TEGL	Training and Employment Guidance Letter
WIOA	Workforce Innovation & Opportunity Act

II. INTRODUCTION / OVERVIEW:

This agreement is funded through a U.S. Department of Labor Disaster Recovery National Dislocated Worker Grant, USDOL Appropriations Act, 2020 PL 116-94 or the Coronavirus Aid, Relief and Economic Security Act (CARES Act), PL 116-136.

Funds provided under this agreement must be expended in accordance with all applicable federal and state statutes, regulations, policies and guidance pertaining to WIOA that are presently in effect and/or that may become effective during the term of this agreement and in accordance with all requirements pertaining to NDWGs under WIOA Sec. 107 and 20 CFR part 687 and in accordance with requirements identified in TEGL 12-19 and this award agreement.

This disaster recovery grant is intended to provide eligible individuals with disaster relief employment and to address the impact of coronavirus in the region. Disaster relief workers will be trained to assist eligible individuals affected by the pandemic by directly connecting them to necessary humanitarian services, including: housing assistance, food-banks, living assistance programs such as SNAP, TANF, and re-employment assistance programs including unemployment compensation, Pandemic Unemployment

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Assistance (if it is extended), basic education and literacy services, re-employment services, career guidance services, necessary retraining services and any other services appropriate to the needs of the affected individuals.

Participants must meet eligibility the criteria identified in TEG 12-19, specifically individuals who are:

- * Temporarily or permanently laid off as a consequence of COVID -19
- * A dislocated worker as defined in WIOA 3(15) and 3(16)
- * A long-term unemployed worker; or
- * A self-employed individual who is unemployed or significantly underemployed due to COVID-19.

Participants for this grant must include disaster relief workers who will act as peer navigators and individuals affected by COVID -19 who need immediate assistance in understanding and connecting to the full spectrum of available services and programs. Please see State Policy PY20-02 Dislocated Worker Status

♦ DELIVERABLES:

The Subrecipient will:

- a. Hire eligible emergency disaster relief workers to identify and provide immediate humanitarian assistance to eligible individuals affected by the COVID -19 pandemic who have been unable to access necessary and available resources and who require hands-on assistance connecting to services and programs.
- b. Ensure that a minimum number of participants (including disaster relief workers) are enrolled under this grant in order to ensure the overall per-participant cost to the state grant does not exceed \$20,000 per participant.
- c. Ensure disaster relief workers hired with NDWG disaster relief funds will not exceed 12 months or 2080 hours of employment, whichever is longer, and that relief workers will be compensated at the same rates as employees in similar occupations who have similar training, skills and experience.
- d. Ensure such workers shall be provided benefits and working conditions at the same level and same extent as other employees working a similar length of time and doing the same type of work and that health and safety standards established under Federal and State law otherwise applicable to working conditions of employees shall be equally applicable.
- e. Ensure disaster relief workers receive appropriate safety training to ensure compliance with the Occupational Safety and Health Act of 1970 and regarding safety protocols pertaining to COVID-19. To the extent state workers' compensation laws apply, workers compensation shall be provided.
- f. Ensure disaster relief workers will be utilized to provide humanitarian assistance for those directly affected by the COVID-19 crisis as WIOA does not allow temporary disaster relief employment initiatives geared only toward prevention and planning for future disaster events; therefore, disaster

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relief employment must consider the specific, current needs of communities most direly impacted by COVID-19.

- g. Ensure disaster relief workers are providing services in areas most greatly impacted by COVID-19 and are providing activities necessary to assist individuals directly affected by COVID-19 who are most in need of immediate services.
- h. Ensure that participants enrolled under the award are assigned to this NDWG; when enrolling a participant into a service, providers must select the assigned NEG number to be provided once installed in Maine JobLink.
- i. Work to facilitate community partnerships necessary to addressing needs of individuals affected by COVID-19 and served through this agreement.
- j. Abide by the operational line item budget and service implementation plan submitted and attached to this agreement as Rider D, which fully delineates the use of these funds for all aspects of the organizational budget (administrative and program) for the term of this agreement.
- k. Request an amendment prior to making any major changes in the how these funds are to be spent or operations and services implemented.
- l. Ensure local subrecipients comply with all the terms and conditions of the WIOA and the regulations promulgated thereunder, which are incorporated herein by reference. In the event of any conflict between the terms and conditions of this agreement and the WIOA and said regulations promulgated thereunder, the terms of WIOA and the regulations shall prevail and govern the performance of all parties.
- m. Comply with all financial reporting and fiscal administrative requirements and ensure that local subrecipients also comply with and adhere to financial management standards as articulated in 2 CFR 200.300 Subpart D - Standards for Financial and Program Management, including the requirement to relate financial data to performance accomplishments and provide cost information that demonstrates cost effective practices, including unit cost data required to be entered into the Maine JobLink Fiscal System on a per participant basis.
- n. Retain all source documentation to support all drawdown requests submitted and make all documentation pertaining to a drawdown request available upon request or upon random fiscal review.
- o. Retain all records pertaining to this award agreement, including financial, statistical, property, applicant and participant records, and all supporting documentation. Records must be retained for (3) years following the date on which the award closeout report (final report) is submitted to the Department. For all records selected for data element validation, subsequent monitoring or audit, will ensure that case files, including applicant and participant records and supporting documentation, as specified by MDOL, are retained and accessible for three (3) years following the date on which the files were validated, reviewed, or audited.

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- p. Ensure that nonexpendable property records are retained for a period of three (3) years from the date of final disposition of property. Property records consist of purchase documents, inventory records, and disposition documents. Disallowed costs can result from inadequate documentation and record retention.
- q. Ensure that all records will be retained beyond the prescribed period if any litigation, investigation, or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been resolved.
- r. Ensure that all local area subrecipients implement similar record retention procedures in their contractual agreements and ensure compliance through monitoring. In the event of the termination of the relationship with a service provider subrecipient or any other subrecipient, the LWDB will be responsible for the maintenance and retention of records.
- s. Ensure that service providers actively participate in any evaluation undertaken by the U.S. Department of Labor in regard to this NDWG-funded award and that they agree to: make data, documents, and records available to the evaluation contractor; actively participate in site visits and provide access to personnel, participants, and partners; and provide timely responses to surveys; encourage participant, partner and other stakeholder participation in evaluation activities; follow evaluation procedures as specified by the evaluation contractor under the direction of the U.S. Department of Labor and participate in peer learning and information-sharing sessions facilitated by the evaluation contractor.

- PERFORMANCE MEASURES: Performance outcomes must meet or exceed measures negotiated between the state and the local area for PY20 and PY21 WIOA Dislocated Workers.

- REPORTS

The Subrecipient will track and record all data necessary to complete required quarterly performance, financial and narrative reports. The Quarterly Performance Report must include the numbers served during the quarter and prior three quarters. The Quarterly Narrative Report must be submitted using the NDWG COVID-19 DWG Quarterly Report template that will be provided. The Quarterly Financial Report (FR-30) is due on the 25th day of the month following the final month of each quarter.

Weekly informal reporting of data has been requested by the USDOL, MDOL will expect a short paragraph a week providing an update on DWG activity.

The Subrecipient understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Agreement until such reports are received, reviewed and accepted.

The Subrecipient further agrees to submit such other data and reports as may be requested by the Agreement Administrators listed under Department and Provider Point of Contacts of this Agreement.

**RIDER B
TERMS AND CONDITIONS**

1. **INVOICES AND PAYMENT.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. **SUB-AGREEMENTS.** Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider agrees as follows:
 - a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The

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Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
 - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
 - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
 - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract

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without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement, provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
 - Rider C Exceptions
 - Rider B Terms and Conditions
 - Rider A Scope of Work
 - Funding Rider
 - Rider D Included at Department's Discretion
 - Rider E Included at Department's Discretion
 - Rider F Included at Department's Discretion
 - Rider G Identification of Country in which contracted work will be performed
 - Business Associate Agreement included at Department's Discretion
 - Other Included at Department's Discretion
22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with

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regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

24. **ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. **AMENDMENT:** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

**RIDER C
EXCEPTIONS TO RIDER B**

- A. All references to the term "contract" in Rider B shall be considered references to "subrecipient award agreement."
- B. All references to the term "provider" in Rider B shall be considered references to "subrecipient awardee."
- C. Requirements under Rider B, Part 1 INVOICES AND PAYMENTS are changed to reflect that the subrecipient shall submit drawdown requests using MDOL drawdown forms.

**RIDER D
LINE ITEM BUDGET AND IMPLEMENTATION PLAN**

CWMWDB COVID- DWG LINE ITEM BUDGET

LINE ITEM	ADMIN	PROGRAM	TOTAL
Personnel	36,842	80,740	117,582
Fringe Benefits	12,158	36,971	49,129
Travel	500	1,000	1,500
Equipment			
Supplies	2,000	5,000	7,000
Contractual			
Other Operating Costs		37,857	37,857
TOTAL OPERATING COSTS	51,500	161,568	213,068
Tuition, Books, Fees (ITAs)			
OJT Payments to Employers			
Other (e.g.: assessment materials)			
Relief Employment Outreach Workers		201,822	201,822
TOTAL PARTICIPANT SERVICES		201,822	201,822
Indirect Costs		100,110	100,110
TOTAL PROJECT LEVEL COSTS	51,500	463,500	515,000

CCWI COVID DWG Implementation Plan							Total
	QTR 1	QTR2	QTR3	QTR4	QTR5	QTR6	
Disaster Relief Workers	3	3	3	3	5	5	5
Career Services	26	33	86	116	146	150	150
Training Services	-	-	-	-	-	-	0
Support Services	-	-	-	-	-	-	0
Total Participants	-	-	-	-	-	-	155

Budget Narrative:

Central Western Maine Workforce Initiatives will act as the operator/administrator for the two-year period. Admin costs include: 0.5 FTE salary (\$36,842), benefits estimated at 33% of salary (\$12,158), travel for in-state meetings at (\$500) and Supplies (on laptop computer, printer, docking station and monitor and miscellaneous supplies (\$2,000)

Eastern Maine Development Corp. will act as the service provider and employer of outreach workers for the two year period – one FTE workforce development specialist salary (\$80,740), benefits estimated at 32.79% of salary (\$36,971), staff and peer relief worker travel (\$1,000), materials and office supplies, including laptops for staff and peer relief workers (\$5,000), office space, internet, phones for staff and peer relief workers (\$37,857), indirect costs at a rate of 31.33% (\$100,110)

Five relieve workers - 3 FTEs year one 2 FTEs year two, 40 hours/week at \$17.00/hour plus fringe (\$201,822)

RIDER E
FEDERAL CITATIONS AND REQUIREMENTS

Administrative Costs

Project operators are limited to spending no more than 10 percent on administrative costs.

Budget Flexibility

Changes to budgets that exceed a 10 percent change in any direct cost category require approval and award modification.

Consultant Fees

For the purposes of this award, fees paid to a consultant who provides services under a program shall be limited to \$710 per day (representing an eight-hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the MDOL.

Travel

For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the MDOL policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available. Foreign travel is not allowed.

Mileage

Pursuant to 2 CFR 200.474(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. The 2019 mileage reimbursement rates are: Modes of Transportation Effective/Applicability Date Rate per mile Privately owned automobile January 1, 2019 \$0.58 Privately owned motorcycle January 1, 2019 \$0.55 Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.

WIOA Infrastructure Cost Sharing

WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 require the following programs to be One-Stop partners: A. WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; YouthBuild; Native American programs; National Farmworker Jobs Program (NFJP); B. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III; C. Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965; D. Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974; E. Unemployment Compensation (UC) programs; F. Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.; and G. Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169.

With the exception of Native American programs established under WIOA sec. 186, all One-Stop partner programs including all programs that are funded under title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760. While Native American programs are not required to contribute to infrastructure costs per WIOA 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in TEGLE 17-16. The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200 and DOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.

Audits

Organization-wide or program-specific audits shall be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance which apply to audits for fiscal years beginning on or after December 26, 2014. DOL awards recipients including for-profit and foreign entities that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. For-profit and foreign entities that are recipients or subrecipients of a DOL award must adhere to Guidance at 2 CFR 200

Changes in Micro-Purchase Simplified Acquisition Threshold

The Office of Management and Budget memorandum (M-18-18), issued on June 20, 2018, increased the threshold for micro-purchases under Federal financial assistance awards from \$3,500 to \$10,000 and the threshold for simplified acquisitions under Federal financial assistance awards from \$100,000 to \$250,000. Please note that these two threshold increases were effective for all Employment and Training (ETA) grantees as of October 1, 2018. All ETA grantees should carefully review the above-referenced memorandum and make any necessary updates to their financial and administrative policies, procedures and systems as a result of these threshold increases.

Creative Commons Attribution License

As required at 2 CFR 2900.13, any intellectual property developed under a competitive award process must be licensed under a Creative Commons Attribution 4.0 (CC BY) license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and attribute the work in the manner specified by the recipient. For general information on CC BY, please visit <http://creativecommons.org/licenses/by/4.0>. The instructions for marking your work with CC BY can be found at http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license.

Equipment

Subrecipients must receive prior approval from MDOL to purchase any equipment as defined in the Uniform Guidance at 2 CFR 200.33. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439. Subrecipients may not purchase equipment during the last year of the period of performance or the last year of full program service delivery (not follow up activities) whichever comes first. This may not be the same as the last twelve months of the period of performance. If any approved acquisition has not occurred prior to the last funded year of performance, approval for that item(s) is rescinded.

FFATA Federal Funding Accountability Transparency Act

Subrecipients must abide by the any applicable requirements under the FFATA.

Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues

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are considered as program income. Therefore, program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it."

Personally Identifiable Information

Award recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), found at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872

Pre-Award Costs

All costs incurred by the award recipient prior to the start date specified in the award issued by the Department are incurred at the recipient's own expense.

Procurement

Subrecipients must follow their own policies in accordance with uniform guidance at 2 CFR 200.317 and must follow the requirements regarding competitive procurement.

Program Income

The addition method as described in 2 CFR 200.307 must be used in allocating any program income generated by this grant award. Award recipients must expend all program income prior to drawing down additional funds as required under 2 CFR 200.305(b) (5) and 2 CFR 200.307(e).

Publicity

No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

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Conferences

Conferences sponsored in whole or in part by the subrecipient are allowable if the conference is necessary and reasonable for the successful performance of the Award. Recipients are urged to use discretion and good judgment to ensure that all conference costs charged are appropriate and allowable. For more information on the requirements and the allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held accountable to the requirements in 2 CFR 200.432. Therefore, costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

Subawards

A subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient comply with all applicable regulations and the terms and conditions of this award (2 CFR 200.101(b)(1)).

System for Award Management (SAM)

Requirement for System of Award Management (SAM) Unless you are exempt from this requirement under 2 CFR 25.110, you as must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

ETA advises grant recipients registered in SAM to log into SAM and review their registration information, particularly their financial information and points of contact. Further, the DUN and EIN numbers must remain active until the grant award closeout process is fully completed. See TEN 18-17 for additional guidance.

Health Benefits Coverage for Contraceptives

Federal funds may not be used to enter into or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care's HMO and OSF HealthPlans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

Privacy Act

No funds can be used in contravention of the 5 USC 552a (Privacy Act) or regulations implementing the Privacy Act.

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Prohibitions on Contracting with Corporations with Felony Convictions

The recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months

Prohibition on Procuring Goods Obtained through Child Labor

No funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015. DOL has identified these goods and services here: <http://www.dol.gov/ilab/reports/childlabor/list-of-products/index-country.htm>

Reporting of Waste, Fraud and Abuse

No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Requirement for Blocking Pornography

No Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

Requirement to Provide Certain Information in Public Communications

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state: 1. The percentage of the total costs of the program or project which will be financed with Federal money; 2. The dollar amount of Federal funds for the project or program; and 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. The requirements of this part are separate from those in the 2 CFR part 200 and, when appropriate, both must be complied with.

Restriction on Health Benefits Coverage for Abortions

Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the woman in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions

Restriction on Lobbying/Advocacy

No federal funds may be used by a grant recipient, other than for normal and recognized executive-legislative relationships, to engage in lobbying or advocacy activities (including publicity or propaganda purposes or for the preparation of any publication or electronic communication) designed to support or defeat the enactment of federal, state, or local legislation, regulation, appropriations, order, or other administrative action, except in presentation to Congress or a State or local legislature itself or for

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participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

Restriction on the Promotion of Drug Legalization

No Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

Restriction on Purchase of Sterile Needles or Syringes

No Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

Salary and Bonus Limitations

Recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2016/executive-seniorlevel>). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at http://wdr.dolsta.gov/directives/corr_doc.cfm?DOCN=2262

Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The award recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

Executive Orders

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

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13043: Pursuant to Executive Order 13043, *Increasing Seat Belt Use in the United States*, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency*, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 88, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, *Federal Leadership on Reducing Text Messaging While Driving*, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

13788: Pursuant to Executive Order 13788, by drawing down funds, the recipient agrees to comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act"). Additionally, no funds may be made available to any person or entity that has been convicted of violating the Buy American Act.

For the purposes of this award, the Buy American Act requires the recipient to use, with limited exceptions, only 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States.

These requirements do not apply to 1) items for use outside of the United States, 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is equal to or less than the micro purchase threshold (currently \$10,000). In order to claim an exception to these requirements under 1 or 2 above, the recipient must get prior approval from the Grant Officer. Prior approval is not needed for purchases under the micro-purchase threshold.

Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, and, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

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Prohibition on Trafficking in Persons

1. Trafficking in persons.

- a. Provisions applicable to a recipient that is a private entity. | You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
- (A). Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (B). Procure a commercial sex act during the period of time that the award is in effect; or
 - (C). Use forced labor in the performance of the award or subawards under the award. |

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- (A). Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- (B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2998.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- I. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (A). Associated with performance under this award; or
 - (B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.

c. Provisions applicable to any recipient.

- I. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- II. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (B). Is in addition to all other remedies for noncompliance that are available to us under this award.
- III. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity. d. Definitions. For purposes of this award term:

I. "Employee" means either:

- (A). An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- (B). Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual

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whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. "Private entity": (A). Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. (B).

Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- ii. A for-profit organization. IV. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Veterans' Priority Provisions

The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010.

RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: MAINE

Other. Please identify country: Enter Country

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.



**PY 2019 NDWG Public Health Emergency
WMCA PY 19 Contract Modification #1**

*Central Western Maine Workforce Initiatives (CWMWI)
Western Maine Community Action (WMCA)*

This is Modification #1 to the PY19 Agreement between the Central Western Maine Workforce Initiatives (CWMWI), also known as a governmental entity, the Central Western Maine Workforce Development Board, ("The Local Board,") and Western Maine Community Action, ("Service Provider"), for the period of March 1, 2020 to December 31, 2021, which was awarded funds pursuant to CFDA#17.277.

- A. Terms** This modification incorporates by the terms and conditions of the original contract, which are now terminated, as detailed in Section B.
- B. Sections Modified** All sections of the contact are terminated as of August 31, 2020, except for Rider D Line Item, Budget which is replaced in its entirety.
- 1. Rider D, Budget** This modification replaces Rider D in its entirety. The Total Amount of the Agreement is reduced to \$15,350.11.
 - 2. Duration** Contract service terminates on August 31, 2020 with the understanding that some obligations will need to taper to completion.

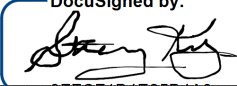
(Continued on the next page with B. Sections Modified, 3. Final Funding.

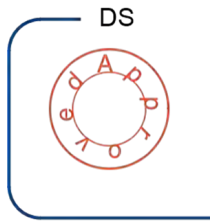
3. Final Funding The amount of PY 19 NDWG-Opioids funds available to WMCA after August 24, 2020 is \$6,000. Funding requests may be submitted until 09/31/2020. Increases of funding or extensions of time cannot be granted.

<u>Contract</u>	<u>Budget</u>	<u>Requested as of 8/24/20</u>	<u>Estimated Future Requests</u>	<u>Total</u>	<u>Budget Remaining</u>	<u>Mod #2</u>	<u>Estimated EMDC Budget</u>
NDWG - Opioid	487,267.00	9,350.11	6,000.00	15,350.11	471,916.89	-	471,916.89

IN WITNESS WHEREOF:

Central Western Maine Workforce Initiatives - Local Board

DocuSigned by:

 By: _____ Date: **9/1/2020**
3FFCF1B4E25B4A9...
 Stacy Kilroy, Executive Director, skilroy@cwmwdb.org



Western Maine Community Action - Service Provider

DocuSigned by:

 By: _____ Date: **9/2/2020**
BF04A74ED90E442...
 James E. Trundy, Interim Executive Director, jtrundy@wmca.org

END OF THE AGREEMENT



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**PY 2019 WIOA Service Provider
WMCA PY 19 Contract Modification #2
Title 1B: Adult, DW, Youth**

*Central Western Maine Workforce Initiatives (CWMWI)
Western Maine Community Action (WMCA)*

This is Modification #2 to the PY19 Agreement between the Central Western Maine Workforce Initiatives (CWMWI), also known as a governmental entity, the Central Western Maine Workforce Development Board, ("The Local Board,") and Western Maine Community Action, ("Service Provider"), for the period of July 1, 2019 to June 30, 2021, which awarded funds from the Maine Department of Labor pursuant to CFDA# 17.58 Adult, CFDA# 17.278 Dislocated Worker, and CFDA#17.259 Youth WIOA programs.

A. Terms This contract modification incorporates by reference the terms and conditions of the original contract, which are now terminated, as expressly detailed in Section B.

B. Sections Modified All sections of the contact are terminated as of August 31, 2020, except for Rider D Line Item Budget which is replaced in its entirety.

1. Rider D, Budget This modification replaces the Rider D in its entirety. The Total Amount of the Agreement is reduced to \$391,281.80 as allocated below:

Final PY 19 Allocation

ADULT	105,595.70
DW	100,211.74
YOUTH	185,474.36

2. Duration The contract service terminates on August 31, 2020 with the understanding that some obligations will need to taper to completion as allocated in Section B.


3. Funding The following is a breakdown of the estimated amount of PY 19 funds available to WMCA for reimbursements after August 24, 2020 for WIOA cluster programs. It is mutually understood that some obligations will need to taper to completion and funding requests may be submitted until 12/31/2020 or until the total amount of funding allocated is reached in each CFDA Program. No increases of funding amounts can be granted but extensions of time can be granted.

CWMWDB 2020 Service Provider Contract Transition - Final Close Out Amounts*								
Contract	Budget	Requested	Estimated	Total	Budget Remaining	Mod #2	Estimated	Rounded
		as of 8/24/20	Future Requests				EMDC Budget	EMDC Budget
PY19 WIOA								
Adult	619,680.00	53,595.70	52,000.00	105,595.70	514,084.30	-	514,084.30	514,084
Youth	663,317.00	40,211.74	60,000.00	100,211.74	563,105.26	-	563,105.26	563,105
DW	441,709.00	115,474.36	70,000.00	185,474.36	256,234.64	1,121.00	257,355.64	257,356
Total	1,724,706.00	209,281.80	182,000.00	391,281.80	1,333,424.20	1,121.00	1,334,545.20	1,334,545

**These amounts will be reconciled by SM once all expenses in process are complete if needed.*

IN WITNESS WHEREOF:

Central Western Maine Workforce Initiatives - Local Board

By  Date: **9/1/2020**
 Stacy Kilroy, Executive Director, skilroy@cwmwdb.org

Western Maine Community Action - Service Provider

By  Date: **9/2/2020**
 James E. Trundy, Interim Executive Director, jtrundy@wmca.org

END OF THE AGREEMENT



PY2019 National Dislocated Worker Grant
EMDC PY19 NDWG Opioid Contract #00
Agreement/Award for Services

Eastern Maine Development Corporation &
Central Western Maine Workforce Initiatives (CWMWI)

This Agreement is executed on 9/2/2020 between **Central Western Maine Workforce Initiatives (CWMWI)** as the "Administrator," FEIN 65-1192940, and the **Eastern Maine Development Corporation (EMDC)** as the "Service Provider," FEIN 01-0281875, for the period of July 18, 2020 to December 31, 2021, retroactively and prospectively, for payments to be reimbursed in an amount not totaling more than \$471,916.89 under the terms for Catalog of Federal Domestic Assistance (CFDA) Program Number 17.277.


This Agreement is pursuant to the award of the Request for Proposals 2020-01 and 2020-02 on July 17, 2020 by the **Central Western Maine Workforce Development Board (CWMWDB)**, a governmental entity known as a "Local Workforce Development Board" defined in the Code of Federation Regulations at Title 20, Chapter V, §679.310.

In consideration of the aforementioned payments, the Service Provider agrees to furnish all qualified personnel, facilities, supplies, and services enumerated in this Agreement, regulation, and in direct consultation with CWMWI, as detailed in the following sections:

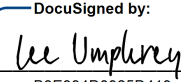
Section A: Specifications of Work to be Performed	Page 2
Section B: Payment and Other Provisions, Including Exceptions	Page 5
Section C: Federal Criteria`	Page 10
Section D: Service Implementation Schedules and Line Item Budgets	Page 18

IN WITNESS WHEREOF, the Administrator and the Service Provider, by their representatives duly authorized, have executed this agreement.

For **Central Western Maine Workforce Initiatives (aka CWMWDB)**:

By:  _____ Date: 08/31/2020
DocuSigned by: 3FFCF1B4E25B4A9...
Stacy Kilroy, Executive Director

For **Eastern Maine Development Corporation (aka EMDC)**:

By:  _____ Date: 9/2/2020
DocuSigned by: B3E994D8925D419...
Lee Umphrey, President & CEO

Total Agreement Amount: \$471,916.89

CFDA 17.277 National Dislocated Worker Grant \$471,916.89

Via DOL & MDOL Grant#:
DW-34480-20-60-A-23

End Signatory Page; Next page begins Section A.



SECTION A: SPECIFICATIONS OF WORK TO BE PERFORMED

This disaster recovery grant agreement is funded through a U.S. Department of Labor Disaster Recovery National Dislocated Worker Grant, FAIN# DW-34480-20-60-A-23. Funds provided under this award are part of a second round of funding referred to as *National Health Emergency Phase Two*.

Funds provided under this agreement must be expended in accordance with all applicable federal and state statutes, regulations, policies and guidance pertaining to Workforce Innovation & Opportunity Act (WIOA) that are presently in effect and/or that may become effective during the term of this agreement and in accordance with all requirements pertaining to National Dislocated Worker Grant (NDWGs) under WIOA Sec. 107 and 20 CFR part 687 and in accordance with requirement identified in Training and Employment Guidance Letter (TEGL) 4-18. The Secretary of Health and Human Services, at the direction of the White House, declared the opioid crisis A National Public Health Emergency in October 2017.

1. The Employment & Training Service Provider:

- a. Agrees to provide a complete operational line item budget and service implementation plan, fully delineating the use of these funds for all aspects of the organizational budget for PY 2019 NDWG National Health Emergency Phase Two services.
- b. Agrees that should any major changes in overall funding, operations, or service implementation occur during the agreement period, the agreement must be amended.
- c. Agrees the revised budget must clearly explain the purpose and use of all WIOA formula program funds not immediately distributed and assures that such purpose will be carried out or that the EMDC budget will be amended accordingly.
- d. Agrees to provide a narrative of the rationale for any requests to amend this agreement.
- e. Agrees and will comply with all the terms and conditions of the regulations promulgated thereunder, which are incorporated herein by reference.
- f. Will ensure delivery of employment and training programs and services in accordance with the local plan as approved by the State Workforce Development Board.
- g. Will ensure compliance with all State Workforce Development Board, Bureau of Employment Services and the CWMWI workforce system policies and directives.
- h. Will strive to meet or exceed all negotiated performance measures and will seek technical assistance on continuous improvement.
- i. Will comply with all financial reporting and fiscal administrative requirements and will comply and adhere to financial management standards as articulated in 2 CFR 300 Subpart D - Standards for Financial and Program Management. Including the requirement to relate financial data to performance accomplishments and provide cost information



that demonstrates cost effective practices, including unit cost data required to be entered in the new AJLA Fiscal System on a per participant basis.

- j. Will retain all source documentation to support all drawdown requests as directed in the Federal, State and Local Monitoring Guidance but in no case less than 3 years. EMDC will make all documentation pertaining to a drawdown request available upon request or upon random fiscal review by the CWMWI.
- k. Will retain all records pertinent to all grants and agreements, including financial, statistical, property, applicant/participant records, and supporting documentation. Records for each award period must be retained for (3) years following the date on which the annual expenditure report (final report) is submitted to the CWMWI. For all records selected for element validation or subsequent monitoring, EMDC will ensure that case files, including applicant / participant records and supporting documentation as specified by the CWMWI are retained and accessible for three (3) years following the date on which the files were validated or reviewed.
- l. Will ensure that nonexpendable property records are retained for a period of three (3) years from the date of final disposition of property. Property records consist of purchase documents, inventory records, and disposition documents. Disallowed costs can result from inadequate documentation and record retention.
- m. Will ensure that all records will be retained beyond the prescribed period if any litigation, investigation, or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been resolved.
- n. Will include similar record retention procedures in their contractual agreements. In the event of the termination of the relationship between EMDC and the CWMWI, the CWMWI will be responsible for the maintenance and retention of records.
- o. Will conduct a self NDWG Program and Financial review at least once annually. The financial and program review shall be in accordance with 2 CFR 200.328-331. This monitoring activity is to ensure the appropriate use and management of the funds provided and to allow EMDC the opportunity to remedy issues as needed.
- p. Will abide by any/all guidance provided by the USDOL ETA via Training and Employment Guidance Letters (TEGLs), Training and Employment Notices (TENs), Technical Assistance Guides (TAGs) or USDOL Monitoring Guides and in accordance with the Maine Department of Labor and the CWMWI policy manuals, policy issuances, directives and Standards of Procedure (SOP)s.
- q. Will make available to the public, through electronic means, on a regular basis, information about their board meetings, WIOA program activities, and all other EMDC workforce related information. Such information must be accessible to all individuals.
- r. Agrees that if it is deemed to apply to this grant by the State that the implementation plan and budget will adhere to the Minimum Training Expenditure Requirement - Policy PY17-02, which requires that a minimum of 70 % of PY 2018 Dislocated Worker program



funds be spent on the following participant training and career services activities: occupational training; work experience, on-the-job training, transitional jobs, workplace training combined with related instruction; adult education and literacy combined with occupational training; job readiness skills combined with occupational training, customized training, entrepreneurial training, incumbent worker training, basic career services, individualized career services, case management services, interagency collaboration, outreach to rural areas, follow-up services, business services and supportive services necessary for participation in these training and career services activities.

The 70% minimum spending rate will be determined as follows:

Training & Career Services (T&CS) Subtotal Plus Supportive Services (SS) Subtotal Divided by the Total One Year Availability Award Amount (Total) is Equal to the Training & Career Services Expenditure Rate Percentage (ER%)

$$\underline{T\&CS+SS/Total=ER\%}$$

The total one-year availability award amount *is* the total amount of PY18 Adult and Dislocated Worker program funds expended within one year of the funding period.

Definitions of the above training activities, corrective actions, expenditure reporting requirements, and circumstances under which a waiver may be requested are outlined in the policy document which can be accessed at:

<https://www.maine.gov/swb/laws/policies/index.shtml>

Section A end;

Next page begins Section B.



SECTION B METHOD OF PAYMENT AND OTHER PROVISIONS

1. **Agreement Amount:** \$ 471,916.89
2. **Invoices and Payments** CWMWI will pay EMDC as follows: Payments are subject to EMDC's compliance with all items set forth in this Agreement and subject to the availability of funds. The CWMWI's financial consultant will process approved payments within 30 days of receipt of request or sooner.
3. **Benefits And Deductions** If the Service Provider is an individual, the Service Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the CWMWI, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue.
4. **Independent Capacity** In the performance of this Agreement, the parties hereto agree that the Service Provider, and any agents and employees of the Service Provider shall act in the capacity of an independent contractor and not as officers or employees of the CWMWI.
5. **CWMWI'S Representative** The Agreement Administrator is the CWMWI's representative during the period of this Agreement. He/she has authority to curtail services if necessary, to ensure proper execution. He/she shall certify to the CWMWI when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of EMDC, subject to the approval of the CWMWI and ultimately, the Chief Elected Officials of the Central Western Region,
6. **Agreement Administrator** All progress reports, correspondence and related submissions from the Subrecipient shall be submitted to: **Stacy Kilroy, Executive Director**, Email: skilroy@cwmwdb.org, who is designated as the Agreement Administrator for CWMWI, and **Jon Farley, VP**, Email, JFarley@emdc.org
7. **Changes in the Work** The CWMWI may order changes in the work and will adjust contract payments or length as needed in the Agreement accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment and signed by both parties. Said amendment must be effective prior to execution of the work.
8. **Sub-Agreements** Unless provided for in this Agreement, no arrangement shall be made by EMDC with any other party for furnishing services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into after the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the EMDC and its employees assigned for services, or any vendors or partners disclosed within the formal request for proposal response from EMDC whereby this contract was awarded by the CWMWDB and will be funded.



9. Assignment or Transfer EMDC cannot sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, without written a request and consent of the Agreement Administrator. No transfer of scope is allowable unless approved by the Chief Elected Officials and the CWMWDB.

10. Equal Employment Opportunity During the performance of this Agreement, EMDC agrees as follows:

- a. EMDC shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. EMDC shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. EMDC agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. EMDC shall, in all solicitations or advertising for employees placed by or on behalf of EMDC relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. EMDC shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Subrecipient's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. EMDC shall inform the CWMWI's Executive Director of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, or Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. EMDC shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with contracts more than \$50,000 shall also pursue in good faith affirmative action programs.

11. Employment And Personnel EMDC shall not engage any person in the employ of CWMWI in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104.
CWMWDB 08/2020



The CWMWI employee shall not engage in a paid position with EMDC on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of CWMWI. EMDC shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. Warranty EMDC warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for EMDC, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the CWMWI shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13. Access To Records As a condition of accepting a contract for services under this section, EMDC must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the CWMWI. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of EMDC and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. EMDC shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. EMDC shall allow inspection of pertinent documents by the CWMWI or any authorized representative of CWMWI, the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

14. Termination: At Will & Cause The performance of work under the Agreement may be terminated by the CWMWI in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the CWMWI, whether for cause or by will. Any such termination shall be affected by delivery to EMDC of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

16. Requirements EMDC warrants and represents that it will comply with all governmental ordinances, laws and regulations.



17. Governing Law This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums in Cumberland County. EMDC consents to personal jurisdiction in the State of Maine in Cumberland County.

18. Hold Harmless EMDC agrees to indemnify, defend and save harmless the CWMWI, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of any kind ("claims") arising out of the performance of this Agreement by EMDC, its partner CCI, their employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Subrecipient taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. Notice Of Claims EMDC shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against EMDC by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. Approval This Agreement be approved by the CWMWDB to be valid. Such approval was originally granted on 07/15/2020 at a specially called meeting and will be further ratified on 09/24/2020.

21. Liability Insurance EMDC shall keep in force a \$1,000,000 commercial liability policy issued by a company fully licensed to do business in this State. This policy includes the activity to be covered by this Agreement, with adequate liability coverage to protect itself from suits. EMDC shall furnish CWMWI with an ACCORD format copy of the liability insurance policy noting CWMWI as an additional insured.

22. Non-Appropriation If the CWMWI does not receive sufficient funds or does not receive legal authority to expend funds then the CWMWI is not obligated to make payment.

23. Severability The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions,



and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. Integration All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Section B, except where noted.

25. Force Majeure The CWMWI may, at its discretion, reevaluate an obligation under this Agreement effected by an extreme act of man, circumstance or nature such as war, riot, fire, explosion, pandemic, flood or other catastrophe, sabotage, shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute.

26. Set-Off Rights The CWMWI shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the CWMWI's option to withhold for the purposes of set-off any monies due to EMDC under this Agreement up to any amounts due and owing to the CWMWI with regard to this Agreement, any other Agreement, any other Agreement with any CWMWI subsidiary or partner, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The CWMWI shall exercise its set-off rights in accordance with normal CWMWI practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the CWMWI and/or its representatives.

27. Entire Agreement This document in its sections contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing.

Section B end;

Next page begins Section C, with reduced font size.



SECTION C: FEDERAL CRITERIA & MISC.

1. **Order of Precedence** The terms and conditions of this Notice of Award and other requirements have the following order of precedence if there is any conflict in what they require:
 - a. Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments; Wagner-Peyser Act Employment Services (ES) Program Allotments; and Workforce Information Grant to States Allotments for the current program year;
 - b. Current federal appropriations Act;
 - c. Other applicable Federal statutes and their implementing regulations;
 - d. Executive Orders;
 - e. OMB Circulars, including the Uniform Guidance at 2 CFR 200 and 2900;
 - f. DOL-ETA Directives; and,
 - g. The terms and conditions of this award.
2. **Approved Budget** The Subrecipient budget is attached as Rider D to this award. The Subrecipient must confirm that all costs using these funds are allowable, before expenditure.
3. **Indirect Cost Rate** If Section D includes Indirect Costs, the subrecipient must submit a copy of the current Federally Approved Negotiated Indirect Cost Rate Agreement (NICRA) identifying:
 - a. The Approved Indirect Rate %;
 - b. The Type of Indirect Cost Rate (i.e.: Provisional/Predetermined/Fixed);
 - c. The Allocation Base; and
 - d. The Current Period Applicable to the Rate.

NICRA agreement updates must be sent to CWMWI within 15 days of a NICRA modification.
4. **Formula Grants** Funds provided under this Notice of Award must be expended in accordance with all applicable Federal statutes, regulations and policies, including those of the Workforce Innovation and Opportunity Act; the applicable approved State WIOA plan, including approved modifications and amendments to the plan; any waiver plan approved under WIOA Sec. 189(i)(3) or Workforce Flexibility (Workflex) plan approved under WIOA Sec. 190; the negotiated performance levels and policies established pursuant to the Secretary's authority under WIOA Section 116; and the applicable provisions in the appropriations act(s).
5. **Evaluation & Data** A subrecipient of WIOA formula funds must cooperate during the implementation of any third-party evaluation. This means providing MDOL with appropriate data and access to program operating personnel and participants in a timely manner.
6. **Funding Restrictions**
 - a. **Administrative Costs** Under WIOA, administrative costs are defined and discussed in 20 CFR 683.215. There is a 10% limitation on administrative costs on funds awarded under this agreement.
 - b. **Consultants** For the purpose of this award agreement, fees paid to a consultant who provides services under a program shall be limited to \$710 per day.
 - c. **Salary and Bonus Limitations** Pursuant to P.L. 115-141, Division H, Title I, Section 105 no funds shall be used by a recipient or sub-recipient to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2019/executive-senior-level/>

The salary and bonus limitation do not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and



Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262

- d. **Reporting** You must report the total compensation for each of your five most highly compensated executives for the preceding fiscal year, if:
- i. you are awarded \$25,000 or more;
 - ii. In the preceding year 80% or more of your annual gross revenues from Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320; and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a) or section 9104 of the Internal Revenue Code of 1986. One must report executive total compensation a) as part of your registration profile at <http://www.sam.gov> and by the end of the month following the month in which this award is made, and annually thereafter.
- e. **Budget Flexibility** The transfer of funds among direct costs categories or programs, functions and activities are restricted. EMDC must receive prior approval from CWMWDB.
- f. **Travel Costs** Pursuant to 2 CFR 200.474(a), subrecipients are required to award employees the maximum allowable Mileage Reimbursement Rates for Federal Employees as stated at www.gsa.gov/mileage, which for 2020 are: \$0.575 per mile for a privately owned automobile and \$1.27 per mile for a privately owned airplane.

In order to ensure reasonable reimbursement of employee meals taken during overnight travel, or during work days requiring 12 or more hours of travel but no overnights, this award cannot be charged more than the per diem amounts cited on the GSA Per Diem Rates for Federal Employees per location as identified at <http://www.gsa.gov/portal/content/101518>

All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

- g. **Foreign Travel** Pursuant to WIOA Section 181 (e), no funds received under this award shall be used for foreign travel.
- h. **WIOA Infrastructure** WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 require the following to be One-Stop partners: A. WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; YouthBuild; Native American programs; National Farmworker Jobs Program (NFJP); B. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III; C. Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965; D. Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974; E. Unemployment Compensation (UC) programs; F. Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.; and G. Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169. With the exception of the Native American programs established under WIOA sec. 166, all one-stop partner programs including all programs funded under title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the one-stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700. While Native American programs are not required to contribute to infrastructure costs per WIOA 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in TEGL 17-16.



The sharing and allocation of infrastructure costs between one-stop partners is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained at 2 CFR part 200 (Uniform Guidance) and DOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.

7. Administrative Requirements

a. System for Award Management and Universal Identifier Requirements

- i. Requirement for System of Award Management - Unless you are exempt from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- ii. Requirement for unique entity identifier - If you are authorized to make subawards under this award, you: a) must notify potential subrecipients that no entity may receive a subaward from you unless the entity has provided its unique identifier to you; and b) may not make a subaward to an entity unless the entity has provided its unique entity identifier to you.
- iii. Definitions - For the purpose of this award term:
 - System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information may be found about registration procedures at <http://www.sam.gov>
 - Unique Entity Identifier means the identifier required for SAM registration to uniquely identify business entities.
 - Entity as it is used in this agreement, means all of the following, as defined at 2 CFR part 25, subpart C:
 - A Governmental organization, which is a State, local government or Indian Tribe;
 - A foreign public entity;
 - A domestic or foreign nonprofit organization;
 - A domestic or foreign for-profit organization; and
 - A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - Subaward - This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the subrecipient award to an eligible subrecipient. The term does not include your procurement of property or services needed to carry out the project or program (for further explanation, see 2 CFR 200.300). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
 - Subrecipient means an entity that:
 - Receives a subaward from you under this award; and
 - Is accountable to you for the use of the Federal funds provided by the subaward.
- iv. In administering these funds, the subrecipient will:
 - Follow the standards for financial management per 2 CFR 200.300-309 and any exceptions identified in 2 CFR 2900 or request guidance from CWMWDB. ;
 - Utilize funds in accordance with 2 CFR 200.400-475;
 - Abide by the procurement requirements laid out by 2 CFR 200.318-324 & WIOA;
 - Perform monitoring, project compliance in accordance with 2 CFR 200.330-331;



- Retain and secure records association with this agreement in accordance with all requirements identified in Maine Statute, the MDOL Financial Policy Manual and in accordance with 2 CFR 200.333-337;
 - Follow the close-out procedures provided by the Department and per 2 CFR 200.343;
 - Debarment and Suspension – Subrecipients shall comply with the no procurement debarment and suspension common rule implement Executive Orders 12549 and 12689 “Debarment & Suspension” codified at 2 CFR 180, and 29 CFR 2998.
- b. **Personally Identifiable Information (PII)** A subrecipient must recognize and safeguard PII except where disclosure is allowed by prior written approval of the Agreement Administrator or by court order. Please follow the requirements in TEGL 39-11 – Guidance on the Handling and Protection of Personally Identifiable Information at:
http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872
- c. **Recipient Integrity** If the total value of the organization’s contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during this award, then the recipient must maintain information reported to the System for Award Management (SAM), as required under section 872 of Public Law 110-417, amended at 41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system will be publicly available.
- d. **Audits** Organization-wide or program specific audits shall be performed in accordance with the audit requirements of the Uniform Guidance which apply to audits for fiscal years beginning on or after December 26, 2014. Subrecipients that expend \$750,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements of 2 CFR 200.501 and 2 CFR 2900.2.
- e. **Equipment** Subrecipients must receive prior approval for the purchase of any equipment with a per-unit acquisition cost of \$5,000 or more, and a useful life of more than one year. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.
- f. **Program Income** The deduction method as described in 2 CFR 200.307 must be used in allocating any program income generated for this grant award. Subrecipients must expend all program income prior to drawing down additional funds as required at 2 CFR 300.305(b)(5) and 2 CFR 200.307(e). Any program income found remaining at the end of period of performance must be returned to the MDOL and subsequently to ETA. In addition, subrecipients must report program income on the quarterly financial report form provided by MDOL.
- g. **Pre-Award** All costs incurred by the subrecipient prior to the start date specified in this agreement are incurred at the subrecipient’s own expense.
- h. **Reports** All ETA recipients are required to submit quarterly financial and narrative progress reports for each grant award in accordance with directions outlined in the Maine WIOA Monitoring Manual.
- i. **Subawards** Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments made to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement; including an agreement the pass-through entity considers a contract.
- The provisions and terms and conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring of the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this award, see 2 CFR 200.101(b)(1).
- j. **Publicity** No funds provided under this grant shall be used for any presentation designed to support or defeat legislation pending before the Congress or any state or local



legislature or legislative body, with notables exceptions: a presentation to the Congress or any state or local legislature itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

- k. **Procurement** The Uniform Administrative Requirements (2 CFR 200.317) require States (as defined at 2 CFR 200.90) to follow the same procurement policies and procedures it uses for non-federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. Recipients must also follow the requirements regarding the competitive award of One-Stop Operators in the Workforce Investment and Opportunity Act at WIOA Sec. 121(d) and sec. 123.
- l. **Vendor /Contractor** The term “contractor,” sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required for the conduct of a Federal program, see 2 CFR 200.23 and procurement requirements at 2 CFR 200.319, which call for free and open competition.
- m. **Intellectual Property** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal purposes all intellectual property, human capital, equipment, and supplies paid with these funds and CWMWDB reserves the right of ultimate ownership. Program income must be used in accordance with the provisions of this award and 2 CFR 200.307 and contain required disclosures available in ETA guidance.
- n. **Creative Commons** Pursuant to 2 CFR 2900.13, to ensure that the Federal investment of USDOL funds has as broad an impact as possible and to encourage innovation in the development of new learning materials the recipient will be required to license to the public all work created with the support of this award under a Creative Commons Attribution 4.0 (CC BY) License. Work that must be licensed under the CC BY includes both new content created with the award funds & modifications made to pre-existing, subrecipient-owned content using grant funds.
- o. **Conference Space** Conferences sponsored in part by the subrecipient are allowable if the conference is necessary for the successful performance of the award. For more information refer to 2 CFR 200.432 Subrecipients will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.
- p. **Pay for Performance** Pay for Performance (PFP) strategies seek to maximize the likelihood that the Federal government pays only for services that are demonstrably effective and secures performance results at a lower cost. CWMWDB may use such strategy at any time.

8. Public Policy

a. Executive Orders

12928: Pursuant to Executive Order 12928, the subrecipient is strongly encouraged to provide subcontracting/sub granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Service Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United State, dated April 16, 1997, subrecipients are encouraged to adopt and enforce on-the-job seat belt policies and programs, for their employees when operating vehicles.



13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, subrecipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with USDOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency (05/29/2003) Volume 68, Number 103, pages 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipients are encouraged to consider the need for language services for LEP person served or encountered both in developing budgets and in conducting programs and activities. For more info go to: <http://www.lep.gov>

13513: Pursuant to Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009, subrecipients are encouraged to adopt and enforce policies that bank text messaging while driving, while performing any work on behalf of this award.

9. **Veteran's Priority** 38 U.S.C. 4215 requires Service Providers to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program, directly funded in whole or in part by the USDOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a service provider must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veteran's priority of service provisions require that the grant recipient give the veteran or eligible spouse priority by first providing him/her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. TEGL 10-09 provides guidance on implementing priority of service for veterans and eligible spouses and is available at: http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816
10. **Flood Insurance** The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the U.S., unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private recipients of USDOL support. Lists of flood-prone areas eligible for flood insurance are published in the Federal Register by FEMA.
11. **Architectural Barriers** The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (36 CFR 1191- appendixes C & D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
12. **Drug-Free Workplace** The Drug Free Workplace Act of 1988 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. EMDC must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
13. **OSHA/Fire Safety** Pursuant to OSHA regulations and 15 U.S.C. 2225a, EMDC must ensure that all meetings comply with the protection and control guidelines of all federal regulations.
14. **Trafficking Persons** EMDC understands EMDC as subrecipient, EMDC's employees, EMDC's subrecipients under this award and its employees understand trafficking in persons is a severe offense that leads to termination, debarment and other criminal penalties.



- 15. Buy American** None of the funds made available under this award may be expended by an entity unless the entity agrees that in expending funds it will comply with sections 8301 through 8303 of title 41, U.S.C. (commonly known as the "Buy American Act").
- 16. Health Benefits** EMDC warrants it understands P.L. 115-141, Division E, Title VII, Section 726 and what items may be covered by Federal funds.
- 17. No Funds to ACORN** These funds may not be provided to the Association of Community Organizations for Reform Now, or any of its affiliates, subsidiaries, allied organizations or successors.
- 18. Felony Convictions** EMDC may not enter into an agreement with any corporation that was convicted of a felony criminal violation under Federal or State law within the preceding 24 months.
- 19. Unpaid Tax Liabilities** EMDC may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make an award to, or provide a loan or loan guarantee to, any corporation that has unpaid Federal, State or County tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 20. No Child Labor** EMDC warrants it understands P.L. 115-141, Division H, Title I, Section 103, and that no child labor is involved in any items covered by Federal funds.
- 21. IT - Blocking Pornography** EMDC warrants it understands P.L. 115-141, Division H, Title V, Section 521, and that Federal funds any computer network funded by Federal funds will block pornography.
- 22. Public Communications** EMDC warrants it understands P.L. 115-141, Division H, Title V, Section 505, and when issuing statements, press releases and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:
- The percentage of the total costs of the program or project which will be financed with Federal money;
 - The dollar amount of Federal funds for the project or program; and
 - The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.
- 23. Drug Legalization** EMDC warrants it understands P.L. 115-141, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.
- 24. Needles or Syringes** EMDC warrants it understands P.L. 115-141, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any *illegal* drug.
- 25. Reporting of Fraud** EMDC warrants it understands P.L. 115-141 Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste.
- 26. Violation of the Privacy Act** EMDC warrants it understands P.L. 115-141, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act)
- 27. Lobbying** EMDC warrants it understands that lobbying is an unallowable activity. It must adhere to guidance identified in 2 CFR 200.450 Lobbying and that any requests for information related to elected officials or grassroots efforts in the five-county area will be



coordinated at all times with CWMWI.

- 28. Nondiscrimination** As a condition of Title I of the Workforce Innovation and Opportunity Act, EMDC assure it complies with the Federal nondiscrimination and equal opportunity provisions:
- a.** Section 188 of the Workforce Innovation and Opportunity Act of 2014, which prohibits discrimination against all individuals in the U.S. on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the U.S. or participate in any WIOA Title-1 financially assisted program or activity.
 - b.** Title V of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis for race, color or national origin;
 - c.** Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - d.** The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - e.** Title IX of the Education Amendments Act of 1972, as amended which prohibits discrimination on the basis of sex in educational programs;
 - f.** This assurance applies to EMDC's operation of WIOA Title-I financially assisted programs or activities and to all subagreements the provider makes to carry out Title-1 financially assisted programs or activities. EMDC understands that the CWMWI has the right to seek judicial enforcement of this assurance; and
 - g.** TEGs 26-02, 31-11, 10-14, and 11-14 on nondiscrimination.

Section C end;

Next page begins Section D, also known As Rider D.



SECTION D SERVICE IMPLEMENTATION SCHEDULES & LINE ITEM BUDGETS aka "RIDER D"

1. National Dislocated Worker Grant - Service Implementation

Local Area Program and Administration National Health Emergency Grant Budget and Implementation Schedule																		
PERFORMANCE FACTOR	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Quarter 5		Quarter 6		Quarter 7		Quarter 8		Project Total	
Intensive Services				16			52		52		52		52		52		52	52
Training Enrollments - Total				10			31		31		31		31		31		31	31
Classroom				4			6		6		6		6		6		6	6
OJT/Work Experience				11			25		25		25		25		25		25	25
Relief Employment				3			3		3		3		3		3		3	3
Supportive Services				55			38		38		38		38		38		38	38
Reg. Maine Apprenticeships																		
Exits				27			52		52		52		52		52		52	52
Entered Employments				18			22		22		22		22		22		22	22
Employment Rate				62%			62%		62%		62%		62%		62%		62%	62%
Employment Goal Q2 After Exit				65%			65%		65%		65%		65%		65%		65%	65%
Employment Goal Q4 After Exit				70%			70%		70%		70%		70%		70%		70%	70%
Median Earning 2Q After Exit				\$ 10,636.00			\$ 10,636.00		\$ 10,636.00		\$ 10,636.00		\$ 10,636.00		\$ 10,636.00		\$ 10,636.00	\$ 10,636.00
Credential Attainment Rate				62%			62%		62%		62%		62%		62%		62%	62%
EXPENDITURES																		
Operating Costs		3,000		74,000			227,761		227,761		227,761		227,761		227,761		227,761	227,761
Training Costs				4,200			13,377		13,377		13,377		13,377		13,377		13,377	13,377
Supportive Services				24,000			83,104		83,104		83,104		83,104		83,104		83,104	83,104
Relief Employment			5,000	21,000			106,025		106,025		106,025		106,025		106,025		106,025	106,025
On-the-Job Training				22,000			49,500		57,000		57,000		57,000		57,000		57,000	57,000
Other																		
Local Area Administration																		
TOTAL PROJECT OPERATOR COSTS		8,000		145,200			479,767		487,267		487,267		487,267		487,267		487,267	487,267
State Level Administration																		
Total Grant Expenditures		8,000		145,200			479,767		487,267		487,267		487,267		487,267		487,267	487,267

End of Section D: 1. Implementation Plan;
Next page is Section D: 2. Line Items Budgets (also known as Rider D)



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9/1/2020



2. Line Item Budget – “Rider D”

LOCAL AREA LINE ITEM BUDGET			
PROJECT: National Health Emergency Grant			
GRANTEE: Maine Department of Labor			
PROJECT OPERATOR: Central Western Maine Workforce Development Board			
SERVICE DELIVERER: Eastern Maine Development Corporation			
LINE ITEM	ADMIN	PROGRAM	TOTAL
Personnel		72,183.09	72,183.09
Fringe Benefits		27,328.10	27,328.10
Travel		2,905.49	2,905.49
Equipment		-	-
Supplies		3,873.99	3,873.99
Contractual (CCI sub-contract for career services)		71,181.66	71,181.66
Other Operating Costs *		15,011.71	15,011.71
Administration of NRPs			-
TOTAL OPERATING COSTS		192,484.04	192,484.04
Tuition, Books, Fees (ITAs)		12,955.59	12,955.59
OJT/Work Experience Payments to Employers		55,204.36	55,204.36
Other (e.g. instructional, assessment materials) **		-	-
TOTAL TRAINING COSTS		68,159.95	68,159.95
Support Services		80,486.02	80,486.02
Relief Employment		102,684.95	102,684.95
TOTAL PARTICIPANT SERVICES		251,330.92	251,330.92
			434,501.89
Indirect Costs		28,101.92	28,101.92
TOTAL PROJECT LEVEL COSTS		471,916.89	471,916.89
State Level Administration			
TOTAL STATE COSTS			-
TOTAL FOR ALL COSTS		471,916.89	471,916.89

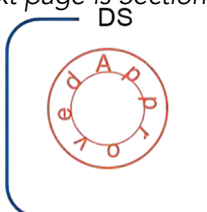
* Explain other operating costs.

** Explain other instructional, assessment materials.

471,916.89

End of Section D: 2. Line Items Budgets (also known as Rider D);

Next page is Section D: 3. Funding Amounts.



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9/1/2020



3. Funding Amounts

The following is breakdown of the estimated line item amounts of PY 19 funds available to EMDC from the PY19 NDWG Opioid grant. The final amounts will be reconciled.

<u>Contract</u>	<u>Budget</u>	<u>Requested as of 8/24/20</u>	<u>Estimated Future Requests</u>	<u>Total</u>	<u>Budget Remaining</u>	<u>Mod #2</u>	<u>Estimated EMDC Budget</u>
NDWG - Opioid	487,267.00	9,350.11	6,000.00	15,350.11	471,916.89	-	471,916.89

*End of Section D: 3. Funding Amounts. No next page.
End of Entire Agreement.*

Certificate Of Completion

Envelope Id: 9BFDB61344BF42EA860CB0ADE11E8283	Status: Completed
Subject: Please sign PY 2019 NDWG Opportunity CWMWDB EMDC Contract 00 (Opioid Grant Part 1)	
Source Envelope:	
Document Pages: 20	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 2
Envelopeld Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Stacy Kilroy
	77 Winthrop Street
	nil
	Augusta, ME 04330
	skilroy@cwmwdb.org
	IP Address: 45.46.8.175

Record Tracking

Status: Original	Holder: Stacy Kilroy	Location: DocuSign
9/1/2020 5:39:05 PM	skilroy@cwmwdb.org	

Signer Events

Stacy Kilroy
skilroy@cwmwdb.org
Executive Director
Central Western Maine Workforce Development Board
Security Level: Email, Account Authentication (None)

Signature



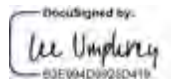
Signature Adoption: Drawn on Device
Using IP Address: 45.46.8.175

Timestamp

Sent: 9/1/2020 5:53:57 PM
Viewed: 9/1/2020 5:54:08 PM
Signed: 9/1/2020 5:54:41 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Lee Umphrey
LUmphrey@emdc.org
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 208.105.194.66

Sent: 9/1/2020 5:54:43 PM
Viewed: 9/2/2020 7:51:08 AM
Signed: 9/2/2020 7:51:21 AM

Electronic Record and Signature Disclosure: Accepted: 9/2/2020 7:51:08 AM ID: 810af8c0-1ffd-45c4-89bb-d329ab6bfe5b

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Jon Farley
JFarley@emdc.org
Security Level: Email, Account Authentication (None)



Sent: 9/2/2020 7:51:22 AM

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara McLaughlin
sara@saramclaughlin.com
Financial Consultant
Sara E. McLaughlin
Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:
Accepted: 6/4/2020 10:43:23 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/2/2020 7:51:23 AM
Certified Delivered	Security Checked	9/2/2020 7:51:23 AM
Signing Complete	Security Checked	9/2/2020 7:51:23 AM
Completed	Security Checked	9/2/2020 7:51:23 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Central Western Maine Workforce Development Board (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically



**PY2019 National Dislocated Worker Grant
EMDC PY19 NDWG Covid 19 Contract #00
Agreement/Award for Services**

*Eastern Maine Development Corporation &
Central Western Maine Workforce Initiatives (CWMWI)*

This Agreement is executed on 09/18/2020 between **Central Western Maine Workforce Initiatives (CWMWI)** as the "Administrator," FEIN 65-1192940, and the **Eastern Maine Development Corporation (EMDC)** as the "Service Provider," FEIN 01-0281875, for the period of August 10, 2020 to June 30, 2022, retroactively and prospectively, for payments to be reimbursed in an amount not totaling more than under the terms for Catalog of Federal Domestic Assistance (CFDA) Program Number 17.277.

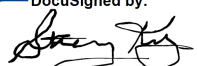
This Agreement is pursuant to the award of the Request for Proposals 2020-01 and 2020-02 on July 17, 2020 by the **Central Western Maine Workforce Development Board (CWMWDB)**, a governmental entity known as a "Local Workforce Development Board" defined in the Code of Federation Regulations at Title 20, Chapter V, §679.310.

In consideration of the aforementioned payments, the Service Provider agrees to furnish all qualified personnel, facilities, supplies, and services enumerated in this Agreement, regulation, and in direct consultation with CWMWI, as detailed in the following sections:

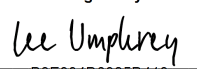
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IN WITNESS WHEREOF, the Administrator and the Service Provider, by their representatives duly authorized, have executed this agreement.

For **Central Western Maine Workforce Initiatives (aka CWMWDB):**

By:  _____ Date: 9/17/2020
DocuSigned by:
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Stacy Kilroy, Executive Director

For **Eastern Maine Development Corporation (aka EMDC):**

By:  _____ Date: 9/18/2020
DocuSigned by:
B3E994D8925D419...
Lee Umphrey, President & CEO

Total Agreement Amount: \$ 463,500

CFDA 17.277 National Dislocated Worker Grant \$463,500

Via DOL & MDOL Grant#: DW-34905-20-60-A-23

End Signatory Page; Next page begins Section A.



SECTION A: SPECIFICATIONS OF WORK TO BE PERFORMED

This disaster recovery grant agreement is funded a U.S. Department of Labor Disaster Recovery National Dislocated Worker Grant, USDOL Appropriations Act, 2020 PL 116-94 or the Coronavirus Aid, Relief and Economic Security Act (CARES Act), PL 116-136, MDOL FAIN# DW-34905-20-60-A-23.

Funds provided under this agreement must be expended in accordance with all applicable federal and state statutes, regulations, policies and guidance pertaining to WIOA that are presently in effect and/or that may become effective during the term of this agreement and in accordance with all requirements pertaining to NDWGs under WIOA Sec. 107 and 20 CFR part 687 and in accordance with requirements identified in TEGL 12-19 and this award agreement.

This disaster recovery grant is intended to provide eligible individuals with disaster relief employment and to address the impact of coronavirus in the region. Disaster relief workers will be trained to assist eligible individuals affected by the pandemic by directly connecting them to necessary humanitarian services, including: housing assistance, food-banks, living assistance programs such as SNAP, TANF, and re-employment assistance programs including unemployment compensation, Pandemic Unemployment Assistance (if it is extended), basic education and literacy services, re-employment services, career guidance services, necessary retraining services and any other services appropriate to the needs of the affected individuals.

Participants must meet eligibility the criteria identified in **TEGL 12-19**, specifically individuals who are:

- * Temporarily or permanently laid off as a consequence of COVID -19
- * A dislocated worker as defined in WIOA 3(15) and 3(16)
- * A long-term unemployed worker; or
- * A self-employed individual who is unemployed or significantly underemployed due to COVID-19.

Participants for this grant must include disaster relief workers who will act as peer navigators and individuals affected by COVID -19 who need immediate assistance in understanding and connecting to the full spectrum of available services and programs. Please see State Policy PY20-02 Dislocated Worker Status

1. The Employment & Training Service Provider will:

- a. **Performance Outcomes** - Meet or exceed performance outcomes negotiated between the State and the Central Wester Maine area for PY20 and PY21 WIOA Dislocated Workers.



b. Reports Due - Track and record all data necessary to complete required quarterly performance, financial and narrative reports.

a. Quarterly Performance Report

i. must include the numbers served during the quarter and prior three quarters.

b. Quarterly Narrative Report

i. must be submitted using the NDWG COVID-19 DWG Quarterly Report template 10 days before due to the CWM staff.

c. Quarterly Financial Report (FR-30)

i. is due on the 25th day of the month following the final month of each quarter.

d. Weekly

i. USDOL & MDOL expect a short paragraph a week providing an update on DWG activity each week. The report is due Monday 8 am for the previous week.

e. The Subrecipient understands that the reports are due within the timeframes established and until such reports are received, reviewed and accepted, payment may be rejected by CWMWDB, MDOL or USOL.

f. The Subrecipient further agrees to submit such other data and reports as may be requested by the Agreement Administrators listed under Department and Provider Point of Contacts of this Agreement.

c. Hire eligible emergency disaster relief workers to identify and provide immediate humanitarian assistance to eligible individuals affected by the COVID -19 pandemic who have been unable to access necessary and available resources and who require hands-on assistance connecting to services and programs.

d. Ensure that a minimum number of participants (including disaster relief workers) are enrolled under this grant in order to ensure the overall per-participant cost to the state grant does not exceed \$20,000 per participant.

e. Ensure disaster relief workers hired with NDWG disaster relief funds will not exceed 12 months or 2080 hours of employment, whichever is longer, and that relief workers will be compensated at the same rates as employees in similar occupations who have similar training, skills and experience.

f. Ensure such workers shall be provided benefits and working conditions at the same level and same extent as other employees working a similar length of time and doing the same type of work and that health and safety standards established under Federal and State law otherwise applicable to working conditions of employees shall be equally applicable.

g. Ensure disaster relief workers receive appropriate safety training to ensure compliance with the Occupational Safety and Health Act of 1970 and regarding safety protocols pertaining to COVID-19. To the extent state workers' compensation laws apply, workers compensation shall be provided.

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- h. Ensure disaster relief workers will be utilized to provide humanitarian assistance for those directly affected by the COVID-19 crisis as WIOA does not allow temporary disaster relief employment initiatives geared only toward prevention and planning for future disaster events; therefore, disaster relief employment must consider the specific, current needs of communities most direly impacted by
- i. Ensure disaster relief workers are providing services in areas most greatly impacted by COVID-19 and are providing activities necessary to assist individuals directly affected by COVID-19 who are most in need of immediate services.
- j. Ensure that participants enrolled under the award are assigned to this NDWG; when enrolling a participant into a service, providers must select the assigned NEG number to be provided once installed in Maine Joblink.
- k. Work to facilitate community partnerships necessary to addressing needs of individuals affected by COVID-19 and served through this agreement.
- l. Abide by the operational line item budget and service implementation plan submitted and attached to this agreement as Section D, which fully delineates the use of these funds for all aspects of the organizational program budget (administrative and program) for the term of this agreement. Request an amendment prior to making any major changes in the how these funds are to be spent or operations and services implemented.
- m. Abide by all provisions of WIOA as the service provider of the Central Western Maine region.
- n. Comply with all financial reporting and fiscal administrative requirements and ensure that local subrecipients also comply with and adhere to financial management standards as articulated in 2 CFR 200.300 Subpart D - Standards for Financial and Program Management, including the requirement to relate financial data to performance accomplishments and provide cost information that demonstrates cost effective practices, including unit cost data required to be entered into the Maine Joblink Fiscal System on a per participant basis.
- o. Retain all source documentation to support all drawdown requests submitted and make all documentation pertaining to a drawdown request available upon request or upon random fiscal review.
- p. Retain all records pertaining to this award agreement, including financial, statistical, property, applicant and participant records, and all supporting documentation. Records must be retained for (3) years following the date on which the award closeout report (final report) is submitted to the Department. For all records selected for data element validation, subsequent monitoring or audit, will ensure that case files, including applicant and participant records and supporting documentation, as specified by MDOL, are retained and accessible for three {3} years following the date on which the files were validated, reviewed, or audited.
- q. Ensure that nonexpendable property records are retained for a period of three (3) years from the date of final disposition of property. Property records consist of purchase documents, inventory records, and disposition documents. Disallowed costs can result from inadequate documentation and record retention.



- r. Ensure that all records will be retained beyond the prescribed period if any litigation, investigation, or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been resolved.
- s. Understand the Local Area will monitor this agreement for record retention compliance.
- t. Actively participate in any evaluation undertaken by the U.S. Department of Labor in regard to this NDWG-funded award and attest that they will make available all data, documents, and records to the evaluation contractor, contactless preferred; actively participate in site visits and provide access to personnel, participants, and partners ; and provide timely responses to surveys; encourage participant, partner and other stakeholder participation in evaluation activities; follow evaluation procedures as specified by the evaluation contractor under the direction of the U.S. Department of Labor and participate in peer learning and information-sharing sessions facilitated by the evaluation contractor. Definitions of the above training activities, corrective actions, expenditure reporting requirements, and circumstances under which a waiver may be requested are outlined in the policy document which can be accessed at: <https://www.maine.gov/swb/laws/policies/index.shtml>

Section A end;

Next page begins Section B.



SECTION B METHOD OF PAYMENT AND OTHER PROVISIONS

1. **Agreement Amount:** \$ 463,500
2. **Invoices and Payments** CWMWI will pay EMDC as follows: Payments are subject to EMDC's compliance with all items set forth in this Agreement and subject to the availability of funds. The CWMWI's financial consultant will process approved payments within 30 days of receipt of request or sooner.
3. **Benefits And Deductions** If the Service Provider is an individual, the Service Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the CWMWI, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue.
4. **Independent Capacity** In the performance of this Agreement, the parties hereto agree that the Service Provider, and any agents and employees of the Service Provider shall act in the capacity of an independent contractor and not as officers or employees of the CWMWI.
5. **CWMWI'S Representative** The Agreement Administrator is the CWMWI's representative during the period of this Agreement. He/she has authority to curtail services if necessary, to ensure proper execution. He/she shall certify to the CWMWI when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of EMDC, subject to the approval of the CWMWI and ultimately, the Chief Elected Officials of the Central Western Region,
6. **Agreement Administrator** All progress reports, correspondence and related submissions from the Subrecipient shall be submitted to: **Stacy Kilroy, Executive Director**, Email: skilroy@cwmwdb.org, who is designated as the Agreement Administrator for CWMWI, and **Jon Farley, VP**, Email, JFarley@emdc.org
7. **Changes in the Work** The CWMWI may order changes in the work and will adjust contract payments or length as needed in the Agreement accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment and signed by both parties. Said amendment must be effective prior to execution of the work.
8. **Sub-Agreements** Unless provided for in this Agreement, no arrangement shall be made by EMDC with any other party for furnishing services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into after the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the EMDC and its employees assigned for services, or any vendors or partners disclosed within the formal request for proposal response from EMDC whereby this contract was awarded by the CWMWDB and will be funded.
9. **Assignment or Transfer** EMDC cannot sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, without written a request and consent of the



Agreement Administrator. No transfer of scope is allowable unless approved by the Chief Elected Officials and the CWMWDB.

10. Equal Employment Opportunity EMDC agrees as follows:

- a. EMDC shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. EMDC shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. EMDC agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. EMDC shall, in all solicitations or advertising for employees placed by or on behalf of EMDC relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. EMDC shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Subrecipient's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. EMDC shall inform the CWMWI's Executive Director of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, or Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. EMDC shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with contracts more than \$50,000 shall also pursue in good faith affirmative action programs.

11. Employment And Personnel EMDC shall not engage any person in the employ of CWMWI in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The CWMWI employee shall not engage in a paid position with EMDC on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been



at any time during the period of this Agreement in the employ of CWMWI. EMDC shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. Warranty EMDC warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for EMDC, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the CWMWI shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13. Access To Records As a condition of accepting a contract for services under this section, EMDC must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the CWMWI. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of EMDC and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. EMDC shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. EMDC shall allow inspection of pertinent documents by the CWMWI or any authorized representative of CWMWI, the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

14. Termination: At Will & Cause The performance of work under the Agreement may be terminated by the CWMWI in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the CWMWI, whether for cause or by will. Any such termination shall be affected by delivery to EMDC of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

16. Requirements EMDC warrants and represents that it will comply with all governmental ordinances, laws and regulations.



17. Governing Law This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums in Cumberland County. EMDC consents to personal jurisdiction in the State of Maine in Cumberland County.

18. Hold Harmless EMDC agrees to indemnify, defend and save harmless the CWMWI, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of any kind ("claims") arising out of the performance of this Agreement by EMDC, its partner CCI, their employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Subrecipient taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. Notice Of Claims EMDC shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against EMDC by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. Approval This Agreement shall be approved by the CLEO Board of the CWMWDB and then the CWMWDB to be valid within 90 days of signature. The approval to extend contracting of this nature by the CWMWI was originally granted on 07/15/2020 at a specially called meeting of the CWMWDB.

21. Liability Insurance EMDC shall keep in force a \$1,000,000 commercial liability policy issued by a company fully licensed to do business in this State. This policy includes the activity to be covered by this Agreement, with adequate liability coverage to protect itself from suits. EMDC shall furnish CWMWI with an ACCORD format copy of the liability insurance policy noting CWMWI as an additional insured.

22. Non-Appropriation If the CWMWI does not receive sufficient funds or does not receive legal authority to expend funds then the CWMWI is not obligated to make payment.



23. Severability The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. Integration All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Section B, except where noted.

25. Force Majeure The CWMWI may, at its discretion, reevaluate an obligation under this Agreement effected by an extreme act of man, circumstance or nature such as war, riot, fire, explosion, pandemic, flood or other catastrophe, sabotage, shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute.

26. Set-Off Rights The CWMWI shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the CWMWI's option to withhold for the purposes of set-off any monies due to EMDC under this Agreement up to any amounts due and owing to the CWMWI with regard to this Agreement, any other Agreement, any other Agreement with any CWMWI subsidiary or partner, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The CWMWI shall exercise its set-off rights in accordance with normal CWMWI practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the CWMWI and/or its representatives.

27. Entire Agreement This document in its sections contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing.

Section B end;

Next page begins Section C, with reduced font size.



SECTION C: FEDERAL CRITERIA & MISC.

1. **Order of Precedence** The terms and conditions of this Notice of Award and other requirements have the following order of precedence if there is any conflict in what they require:
 - a. Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments; Wagner-Peyser Act Employment Services (ES) Program Allotments; and Workforce Information Grant to States Allotments for the current program year;
 - b. Current federal appropriations Act;
 - c. Other applicable Federal statutes and their implementing regulations;
 - d. Executive Orders;
 - e. OMB Circulars, including the Uniform Guidance at 2 CFR 200 and 2900;
 - f. DOL-ETA Directives; and,
 - g. The terms and conditions of this award.
2. **Approved Budget** The Subrecipient budget is attached as Rider D to this award. The Subrecipient must confirm that all costs using these funds are allowable, before expenditure.
3. **Indirect Cost Rate** If Section D includes Indirect Costs, the subrecipient must submit a copy of the current Federally Approved Negotiated Indirect Cost Rate Agreement (NICRA) identifying:
 - a. The Approved Indirect Rate %;
 - b. The Type of Indirect Cost Rate (i.e.: Provisional/Predetermined/Fixed);
 - c. The Allocation Base; and
 - d. The Current Period Applicable to the Rate.

NICRA agreement updates must be sent to CWMWI within 15 days of a NICRA modification.
4. **Formula Grants** Funds provided under this Notice of Award must be expended in accordance with all applicable Federal statutes, regulations and policies, including those of the Workforce Innovation and Opportunity Act; the applicable approved State WIOA plan, including approved modifications and amendments to the plan; any waiver plan approved under WIOA Sec. 189(i)(3) or Workforce Flexibility (Workflex) plan approved under WIOA Sec. 190; the negotiated performance levels and policies established pursuant to the Secretary's authority under WIOA Section 116; and the applicable provisions in the appropriations act(s).
5. **Evaluation & Data** A subrecipient of WIOA formula funds must cooperate during the implementation of any third-party evaluation. This means providing MDOL with appropriate data and access to program operating personnel and participants in a timely manner.
6. **Funding Restrictions**
 - a. **Administrative Costs** Under WIOA, administrative costs are defined and discussed in 20 CFR 683.215. There is a 10% limitation on administrative costs on funds awarded under this agreement.
 - b. **Consultants** For the purpose of this award agreement, fees paid to a consultant who provides services under a program shall be limited to \$710 per day.
 - c. **Salary and Bonus Limitations** Pursuant to P.L. 115-141, Division H, Title I, Section 105 no funds shall be used by a recipient or sub-recipient to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2019/executive-senior-level/>

The salary and bonus limitation do not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and



Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262

- d. Reporting** You must report the total compensation for each of your five most highly compensated executives for the preceding fiscal year, if:
- i. you are awarded \$25,000 or more;
 - ii. In the preceding year 80% or more of your annual gross revenues from Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320; and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a) or section 9104 of the Internal Revenue Code of 1986. One must report executive total compensation a) as part of your registration profile at <http://www.sam.gov> and by the end of the month following the month in which this award is made, and annually thereafter.
- e. Budget Flexibility** The transfer of funds among direct costs categories or programs, functions and activities are restricted. EMDC must receive prior approval from CWMWDB.
- f. Travel Costs** Pursuant to 2 CFR 200.474(a), subrecipients are required to award employees the maximum allowable Mileage Reimbursement Rates for Federal Employees as stated at www.gsa.gov/mileage, which for 2020 are: \$0.575 per mile for a privately owned automobile and \$1.27 per mile for a privately owned airplane.

In order to ensure reasonable reimbursement of employee meals taken during overnight travel, or during work days requiring 12 or more hours of travel but no overnights, this award cannot be charged more than the per diem amounts cited on the GSA Per Diem Rates for Federal Employees per location as identified at <http://www.gsa.gov/portal/content/101518>

All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

- g. Foreign Travel** Pursuant to WIOA Section 181 (e), no funds received under this award shall be used for foreign travel.
- h. WIOA Infrastructure** WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 require the following to be One-Stop partners: A. WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; YouthBuild; Native American programs; National Farmworker Jobs Program (NFJP); B. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III; C. Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965; D. Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974; E. Unemployment Compensation (UC) programs; F. Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.; and G. Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169. With the exception of the Native American programs established under WIOA sec. 166, all one-stop partner programs including all programs funded under title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the one-stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700. While Native American programs are not required to contribute to infrastructure costs per WIOA 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in TEGL 17-16.



The sharing and allocation of infrastructure costs between one-stop partners is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained at 2 CFR part 200 (Uniform Guidance) and DOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.

7. Administrative Requirements

a. System for Award Management and Universal Identifier Requirements

- i. Requirement for System of Award Management - Unless you are exempt from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- ii. Requirement for unique entity identifier - If you are authorized to make subawards under this award, you: a) must notify potential subrecipients that no entity may receive a subaward from you unless the entity has provided its unique identifier to you; and b) may not make a subaward to an entity unless the entity has provided its unique entity identifier to you.
- iii. Definitions - For the purpose of this award term:
 - System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information may be found about registration procedures at <http://www.sam.gov>
 - Unique Entity Identifier means the identifier required for SAM registration to uniquely identify business entities.
 - Entity as it is used in this agreement, means all of the following, as defined at 2 CFR part 25, subpart C:
 - A Governmental organization, which is a State, local government or Indian Tribe;
 - A foreign public entity;
 - A domestic or foreign nonprofit organization;
 - A domestic or foreign for-profit organization; and
 - A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - Subaward - This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the subrecipient award to an eligible subrecipient. The term does not include your procurement of property or services needed to carry out the project or program (for further explanation, see 2 CFR 200.300). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
 - Subrecipient means an entity that:
 - Receives a subaward from you under this award; and
 - Is accountable to you for the use of the Federal funds provided by the subaward.
- iv. In administering these funds, the subrecipient will:
 - Follow the standards for financial management per 2 CFR 200.300-309 and any exceptions identified in 2 CFR 2900 or request guidance from CWMWDB. ;
 - Utilize funds in accordance with 2 CFR 200.400-475;
 - Abide by the procurement requirements laid out by 2 CFR 200.318-324 & WIOA;
 - Perform monitoring, project compliance in accordance with 2 CFR 200.330-331;



- Retain and secure records association with this agreement in accordance with all requirements identified in Maine Statute, the MDOL Financial Policy Manual and in accordance with 2 CFR 200.333-337;
 - Follow the close-out procedures provided by the Department and per 2 CFR 200.343;
 - Debarment and Suspension – Subrecipients shall comply with the no procurement debarment and suspension common rule implement Executive Orders 12549 and 12689 “Debarment & Suspension” codified at 2 CFR 180, and 29 CFR 2998.
- b. **Personally Identifiable Information (PII)** A subrecipient must recognize and safeguard PII except where disclosure is allowed by prior written approval of the Agreement Administrator or by court order. Please follow the requirements in TEGL 39-11 – Guidance on the Handling and Protection of Personally Identifiable Information at:
http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872
- c. **Recipient Integrity** If the total value of the organization’s contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during this award, then the recipient must maintain information reported to the System for Award Management (SAM), as required under section 872 of Public Law 110-417, amended at 41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system will be publicly available.
- d. **Audits** Organization-wide or program specific audits shall be performed in accordance with the audit requirements of the Uniform Guidance which apply to audits for fiscal years beginning on or after December 26, 2014. Subrecipients that expend \$750,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements of 2 CFR 200.501 and 2 CFR 2900.2.
- e. **Equipment** Subrecipients must receive prior approval for the purchase of any equipment with a per-unit acquisition cost of \$5,000 or more, and a useful life of more than one year. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.
- f. **Program Income** The deduction method as described in 2 CFR 200.307 must be used in allocating any program income generated for this grant award. Subrecipients must expend all program income prior to drawing down additional funds as required at 2 CFR 300.305(b)(5) and 2 CFR 200.307(e). Any program income found remaining at the end of period of performance must be returned to the MDOL and subsequently to ETA. In addition, subrecipients must report program income on the quarterly financial report form provided by MDOL.
- g. **Pre-Award** All costs incurred by the subrecipient prior to the start date specified in this agreement are incurred at the subrecipient’s own expense.
- h. **Reports** All ETA recipients are required to submit quarterly financial and narrative progress reports for each grant award in accordance with directions outlined in the Maine WIOA Monitoring Manual.
- i. **Subawards** Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments made to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement; including an agreement the pass-through entity considers a contract.

The provisions and terms and conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring of the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this award, see 2 CFR 200.101(b)(1).



- j. **Publicity** No funds provided under this grant shall be used for any presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, with notables exceptions: a presentation to the Congress or any state or local legislature itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.
- k. **Procurement** The Uniform Administrative Requirements (2 CFR 200.317) require States (as defined at 2 CFR 200.90) to follow the same procurement policies and procedures it uses for non-federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. Recipients must also follow the requirements regarding the competitive award of One-Stop Operators in the Workforce Investment and Opportunity Act at WIOA Sec. 121(d) and sec. 123.
- l. **Vendor /Contractor** The term "contractor," sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required for the conduct of a Federal program, see 2 CFR 200.23 and procurement requirements at 2 CFR 200.319, which call for free and open competition.
- m. **Intellectual Property** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal purposes all intellectual property, human capital, equipment, and supplies paid with these funds and CWMWDB reserves the right of ultimate ownership. Program income must be used in accordance with the provisions of this award and 2 CFR 200.307 and contain required disclosures available in ETA guidance.
- n. **Creative Commons** Pursuant to 2 CFR 2900.13, to ensure that the Federal investment of USDOL funds has as broad an impact as possible and to encourage innovation in the development of new learning materials the recipient will be required to license to the public all work created with the support of this award under a Creative Commons Attribution 4.0 (CC BY) License. Work that must be licensed under the CC BY includes both new content created with the award funds & modifications made to pre-existing, subrecipient-owned content using grant funds.
- o. **Conference Space** Conferences sponsored in part by the subrecipient are allowable if the conference is necessary for the successful performance of the award. For more information refer to 2 CFR 200.432 Subrecipients will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.
- p. **Pay for Performance** Pay for Performance (PFP) strategies seek to maximize the likelihood that the Federal government pays only for services that are demonstrably effective and secures performance results at a lower cost. CWMWDB may use such strategy at any time.
8. **Public Policy**
- a. **Executive Orders**
12928: Pursuant to Executive Order 12928, the subrecipient is strongly encouraged to provide subcontracting/sub granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Service Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.



13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United State, dated April 16, 1997, subrecipients are encouraged to adopt and enforce on-the-job seat belt policies and programs, for their employees when operating vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, subrecipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with USDOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency (05/29/2003) Volume 68, Number 103, pages 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipients are encouraged to consider the need for language services for LEP person served or encountered both in developing budgets and in conducting programs and activities. For more info go to: <http://www.lep.gov>

13513: Pursuant to Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009, subrecipients are encouraged to adopt and enforce policies that bank text messaging while driving, while performing any work on behalf of this award.

9. **Veteran's Priority** 38 U.S.C. 4215 requires Service Providers to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program, directly funded in whole or in part by the USDOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a service provider must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veteran's priority of service provisions require that the grant recipient give the veteran or eligible spouse priority by first providing him/her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. TEGL 10-09 provides guidance on implementing priority of service for veterans and eligible spouses and is available at: http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816
10. **Flood Insurance** The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the U.S., unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private recipients of USDOL support. Lists of flood-prone areas eligible for flood insurance are published in the Federal Register by FEMA.
11. **Architectural Barriers** The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (36 CFR 1191- appendixes C & D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
12. **Drug-Free Workplace** The Drug Free Workplace Act of 1988 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. EMDC must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
13. **OSHA/Fire Safety** Pursuant to OSHA regulations and 15 U.S.C. 2225a, EMDC must ensure that all meetings comply with the protection and control guidelines of all federal regulations.



- 14. Trafficking Persons** EMDC understands EMDC as subrecipient, EMDC's employees, EMDC's subrecipients under this award and its employees understand trafficking in persons is a severe offense that leads to termination, debarment and other criminal penalties.
- 15. Buy American** None of the funds made available under this award may be expended by an entity unless the entity agrees that in expending funds it will comply with sections 8301 through 8303 of title 41, U.S.C. (commonly known as the "Buy American Act").
- 16. Health Benefits** EMDC warrants it understands P.L. 115-141, Division E, Title VII, Section 726 and what items may be covered by Federal funds.
- 17. No Funds to ACORN** These funds may not be provided to the Association of Community Organizations for Reform Now, or any of its affiliates, subsidiaries, allied organizations or successors.
- 18. Felony Convictions** EMDC may not enter into an agreement with any corporation that was convicted of a felony criminal violation under Federal or State law within the preceding 24 months.
- 19. Unpaid Tax Liabilities** EMDC may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make an award to, or provide a loan or loan guarantee to, any corporation that has unpaid Federal, State or County tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 20. No Child Labor** EMDC warrants it understands P.L. 115-141, Division H, Title I, Section 103, and that no child labor is involved in any items covered by Federal funds.
- 21. IT - Blocking Pornography** EMDC warrants it understands P.L. 115-141, Division H, Title V, Section 521, and that Federal funds any computer network funded by Federal funds will block pornography.
- 22. Public Communications** EMDC warrants it understands P.L. 115-141, Division H, Title V, Section 505, and when issuing statements, press releases and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:
- a. The percentage of the total costs of the program or project which will be financed with Federal money;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.
- 23. Drug Legalization** EMDC warrants it understands P.L. 115-141, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.
- 24. Needles or Syringes** EMDC warrants it understands P.L. 115-141, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
- 25. Reporting of Fraud** EMDC warrants it understands P.L. 115-141 Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste.
- 26. Violation of the Privacy Act** EMDC warrants it understands P.L. 115-141, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act)



- 27. Lobbying** EMDC warrants it understands that lobbying is an unallowable activity. It must adhere to guidance identified in 2 CFR 200.450 Lobbying and that any requests for information related to elected officials or grassroots efforts in the five-county area will be coordinated at all times with CWMWI.
- 28. Nondiscrimination** As a condition of Title I of the Workforce Innovation and Opportunity Act, EMDC assure it complies with the Federal nondiscrimination and equal opportunity provisions:
- a. Section 188 of the Workforce Innovation and Opportunity Act of 2014, which prohibits discrimination against all individuals in the U.S. on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the U.S. or participate in any WIOA Title-1 financially assisted program or activity.
 - b. Title V of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis for race, color or national origin;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - e. Title IX of the Education Amendments Act of 1972, as amended which prohibits discrimination on the basis of sex in educational programs;
 - f. This assurance applies to EMDC's operation of WIOA Title-I financially assisted programs or activities and to all subagreements the provider makes to carry out Title-1 financially assisted programs or activities. EMDC understands that the CWMWI has the right to seek judicial enforcement of this assurance; and
 - g. TEGs 26-02, 31-11, 10-14, and 11-14 on nondiscrimination.

Section C end;

Next page begins Section D, also known As Rider D. Section 1 Implementation Schedule



Section 1 Implementation Schedule

Local Area Program and Administration Dislocated Worker Grant: COVID-19 Budget and Implementation Schedule									
PERFORMANCE FACTOR	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6	Quarter 7	Quarter 8	Project Total
Intensive Services		15	30	45	60	76	90	100	100
Training Enrollments - Total									
Classroom									
OJT/Work Experience									
Relief Employment		3	3	3	3	5	5	5	5
Supportive Services									
Reg. Maine Apprenticeships									
Exits		9	24	39	54	72	87	105	105
Entered Employments		6	16	26	35	48	58	70	70
Entered Employment Rate		67%	67%	67%	67%	67%	67%	67%	67%
Employment Goal Q2 After Exit									
Employment Goal Q4 After Exit									
Median Earning 2Q After Exit									
Credential Attainment Rate									

EXPENDITURES	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6	Quarter 7	Quarter 8	Total
Operating Costs	9,153	30,685	52,217	74,070	96,083	118,096	140,102	161,568	161,568
Training Costs									
Supportive Services									
Relief Employment		33,637	67,275	100,912	134,549	156,973	179,397	201,822	201,822
On-the-Job Training									
Other (Indirect Costs)	952	16,508	32,064	47,720	63,427	75,621	87,815	100,110	100,110
EMDC Expenditures*	10,105	80,830	151,556	222,702	294,059	350,690	407,314	463,500	463,500
CWM Local Area Administration	1,123	8,981	16,840	24,745	32,673	38,966	45,257	51,500	51,500
TOTAL PROJECT OPERATOR	11,228	89,811	168,396	247,447	326,732	389,656	452,571	515,000	515,000

EMDC Expenditures*	10,105	80,830	151,556	222,702	294,059	350,690	407,314	463,500	463,500
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End of Section D: 1. Implementation Plan;
Next page is Section D: 2. Line Items Budgets (also known as Rider D)

DS

 DocuSigned by:
 [Signature]
 4/17/2020
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2. Line Item Budget – “Rider D”

LOCAL AREA LINE ITEM BUDGET	
PROJECT:	Dislocated Worker Grant: COVID-19
LEAD GRANTEE	Maine Department of Labor
PROJECT OPERATOR:	CWMWDB
SERVICE DELIVERER:	Eastern Maine Development Corporation
LINE ITEM	PROGRAM
Personnel	80,740
Fringe Benefits	36,971
Travel	1,000
Equipment	
Supplies	5,000
Contractual	
Other Operating Costs *	37,857
Administration of NRPs	
TOTAL OPERATING COSTS	161,568
Tuition, Books, Fees (ITAs)	
OJT Payments to Employers	
Other (e.g. instructional, assessment)	
TOTAL TRAINING COSTS	
Support Services	
Relief Employment	201,822
TOTAL PARTICIPANT SERVICES	201,822
Indirect Costs	100,110
TOTAL PROJECT LEVEL COSTS	463,500

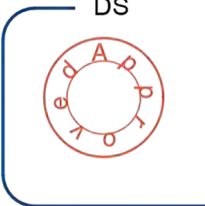
* Explain other operating costs. Facility Costs at Lewiston Career Center

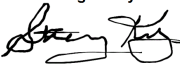
** Explain other instructional, assessment materials.

End of Section D: 2. Line Items Budgets (also known as Rider D);

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END OF ENTIRE AGREEMENT.



DocuSigned by:

 9/17/2020
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PY 2019 WIOA Cluster Prorated
EMDC - Modification Contract #01 (#00 void)
Agreement/Award for Services

Eastern Maine Development Corporation &
Central Western Maine Workforce Initiatives (CWMWI)

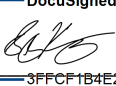
This is Modification #1 to the Agreement is executed on September 2, 2020 between **Central Western Maine Workforce Initiatives (CWMWI)** as the "Administrator," FEIN 65-1192940, and the **Eastern Maine Development Corporation (EMDC)** as the "Service Provider," FEIN 01-0281875, for the period of July 18, 2020 to June 30, 2020, retroactively and prospectively, for payments to be reimbursed in an amount not totaling more than \$1,334,545.20 as specifically revised in Section B & Section D.

2. This Modification #1 adjusts the total contract amount by adding \$0.20, for a new Section B Part 1 total payment amount of **1,334,545.20**.
3. This Modification #1 corrects replaces Section D. Part 2. Line Item Budgets – "Rider D" with the attached "Line Item Budgets – "Rider D" Revision 9/6/2020".
4. This Modification #1 adjusts each program in Section D to arrive at the new total below.

WIOA PY19 Adult Program Funds:	New amount	\$514,084.30
WIOA PY19 Dislocated Worker Funds:	New amount	\$257,355.64
WIOA PY19 Youth Program Funds:	New amount	\$563,105.26
5. This Modification #1 adjusts no other terms of PY 2019 WIOA Cluster Prorated EMDC Original Contract 00, all other terms which still remain valid.

IN WITNESS WHEREOF, the Administrator and the Service Provider, by their representatives duly authorized, have executed this modification agreement.

For **Central Western Maine Workforce Initiatives (aka CWMWDB):**

DocuSigned by:
 By:  _____ Date: 9/8/2020
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 Stacy Kilroy, Executive Director

For **Eastern Maine Development Corporation (aka EMDC):**

DocuSigned by:
 By:  _____ Date: 9/15/2020
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 Lee Umphrey, President & CEO

Total Agreement Amount: \$1,334,545.20

CFDA 17.258	WIOA PY19 Adult Program Funds:	\$514,084.30
CFDA: 17.278	WIOA PY19 Dislocated Worker Funds:	\$257,356.64
CFDA: 17.259	WIOA PY19 Youth Program Funds:	\$563,105.26

Via DOL & MDOL
Grant#: AA-33233-
19-55-A-26

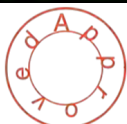
End Signatory Page;

Next page begins New Section D Part 2 Line Item Budgets – "Rider D" Revision 9/3/2020;



2. Line Item Budgets – “Rider D” Revision 9/6/2020

RIDER D - Section D PY 19 Budget WIOA LINE ITEM BUDGET					
OPERATING COSTS	Adult	DW	Youth	Admin	Total
A. PERSONNEL					
a. Salary & Wages	75,250	34,729	81,755		191,734
b. Fringe & Benefits	28,490	13,149	30,952		72,591
B. STAFF TRAVEL					
a. In-State	1,294	1,718	1,015		4,026
b. Out-of-State					-
C. EQUIPMENT					
a. Purchase					-
b. Lease/Fees	1,382	681	1,525		3,588
c. Maintenance					-
D. MATERIALS/SUPPLIES	1,354	845	1,249		3,448
E. PREMISES					
a. Rent	17,736	8,871	21,197		47,803
b. Utilities					-
c. Maint/Other					-
F. COMMUNICATIONS					
a. Telephone	983	482	1,076		2,542
b. Postage	67	32	72		171
c. Outreach/Advertising					-
G. OPERATIONAL					
a. Fiscal Monitoring					-
b. Legal/Web/Other					-
c. Insurance					-
d. Other					-
H. SUBCONTRACT					
a. Fiscal Management					-
b. Payroll Services					-
c. Fiscal Audit					-
d. Other (sub-contract with CCI)	128,366.90	98,854.63	140,625.24		367,846.77
I. OTHER					
a. Conference					-
b. Dues/Subscriptions					-
c. Staff Training	915.24	450.01	1,005.39		2,370.64
d.					-
e.					-
J. INDIRECT/SHARED COSTS	29,296.08	13,520.71	31,828.58		74,645.37
DS					
TOTALS	\$285,133.21	\$ 173,332.80	\$ 312,299.86	\$ -	\$ 770,765.86





PY19 Modification Contract 01

WIOA Cluster Title IB PY2019

EMDC & CWMWDB

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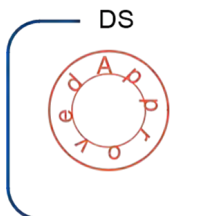
in the original agreement PY Contract 00

2. (Continued) Line Item Budgets – “Revision 9/6/2020

RIDER D - Section D PY 19 Budget		WIOA LINE ITEM BUDGET			
DIRECT PARTICIPANT SERVICES COSTS	Adult	DW	Youth	Admin	Total
A. Direct Training					
a. Occupational Training (Tuition/Books/Fees)	86,295.19	30,218.08	104,749.39		221,262.66
b. DIT Training	59,443.00	14,103.47	65,711.50		139,257.97
c. Customized Training					-
d. Literacy in conjunction w/ Occ. Trng.					-
e. Entrepreneurial Training					-
f. Job Ready in conjunction w/Occ. Trng.					-
g. Transitional Jobs					-
h. Work-Based Trg w/related instruction					-
i. Incumbent Worker Training					-
j. Work Experience	36,793.00	29,263.22	21,027.68		87,083.90
k. Support Services	46,419.90	10,438.07	59,316.84		116,174.80
B. Career Services					
TOTALS	\$228,951.09	\$ 84,022.84	\$ 250,805.40	\$ -	\$ 563,779.33
GRANT TOTALS	\$514,084.30	\$ 257,355.64	\$ 563,105.26	\$ -	\$ 1,334,545.20

End of Section D: 2. Line Items Budgets (also known as Rider D); 09/06/2020

Next is Section D: 3. Funding Amounts.





PY 2019 WIOA Cluster Prorated
EMDC- Original Contract #00
Agreement/Award for Services

Eastern Maine Development Corporation &
Central Western Maine Workforce Initiatives (CWMWI)

This Agreement is executed on 9/2/2020 between **Central Western Maine Workforce Initiatives (CWMWI)** as the "Administrator," FEIN 65-1192940, and the **Eastern Maine Development Corporation (EMDC)** as the "Service Provider," FEIN 01-0281875, for the period of July 18, 2020 to June 30, 2020, retroactively and prospectively, for payments to be reimbursed in an amount not totaling more than \$1,334,545, and as specifically allocated in Section by CFDA Program Number.

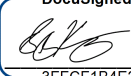
This Agreement is pursuant to the award of Request for Proposals 2020-01 and 2020-02 on July 17, 2020 by the **Central Western Maine Workforce Development Board (CWMWDB)**, a governmental entity known as a "Local Workforce Development Board" defined in the Code of Federation Regulations at Title 20, Chapter V, §679.310.

In consideration of the aforementioned payments, the Service Provider agrees to furnish all qualified personnel, facilities, supplies, and services enumerated in this Agreement, regulation, and in direct consultation with CWMWI, as detailed in the following sections:


Section A: Specifications of Work to be Performed	Page 2
Section B: Payment and Other Provisions, Including Exceptions	Page 5
Section C: Federal Criteria	Page 10
Section D: Service Implementation Schedules and Line Item Budgets	Page 18

IN WITNESS WHEREOF, the Administrator and the Service Provider, by their representatives duly authorized, have executed this agreement.

For **Central Western Maine Workforce Initiatives (aka CWMWDB):**

DocuSigned by:
 By:  Date: 08/31/2020
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 Stacy Kilroy, Executive Director

For **Eastern Maine Development Corporation (aka EMDC):**

DocuSigned by:
 By:  Date: 9/2/2020
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 Lee Umphrey, President & CEO

Total Agreement Amount: \$1,334,545

CFDA 17.258	WIOA PY19 Adult Program Funds:	\$514,084	Via DOL & MDOL Grant#: AA-33233-19-55-A-26
CFDA: 17.278	WIOA PY19 Dislocated Worker Funds:	\$563,105	
CFDA: 17.259	WIOA PY19 Youth Program Funds:	\$257,356	

End Signatory Page; Next page begins Section A.



SECTION A: SPECIFICATIONS OF WORK TO BE PERFORMED

This agreement applies to Workforce Innovation and Opportunity (WIOA) Title IB, formula funds appropriated for Program Year 2019 for the Adult, Dislocated Worker, and Youth WIOA Cluster Programs for work to be performed in Androscoggin, Franklin, Kennebec, Oxford and Somerset Counties, Maine. Funds provided under this agreement must be expended in accordance with all applicable statutes, regulations, and guidance pertaining to WIOA and State regulations and policies presently in effect and/or that may become effective during the term of this agreement.

1. The Employment & Training Service Provider:

- a. Agrees to provide a complete operational line item budget and service implementation plan, fully delineating the use of these funds for all aspects of the organizational budget (administrative and program) for WIOA services.
- b. Agrees that should any major changes in overall funding, operations, or service implementation occur during the agreement period, the agreement must be amended.
- c. Agrees the revised budget must clearly explain the purpose and use of all WIOA formula program funds not immediately distributed and assures that such purpose will be carried out or that the EMDC budget will be amended accordingly.
- d. Agrees to provide a narrative of the rationale for any requests to amend this agreement.
- e. Agrees and will comply with all the terms and conditions of the WIOA and the regulations promulgated thereunder, which are incorporated herein by reference. In the event of any conflict between the terms and conditions of this agreement and the WIOA and said regulations promulgated thereunder, the terms of WIOA and the regulations shall prevail and govern the performance of all parties.
- f. Will ensure delivery of employment and training programs in alignment with the State Unified Plan, the CWMWI Strategic Plan and any subsequent modification of that plan; likewise, will abide by the requirements of the Annual Funding Agreement between the Governor and the USDOL, which is incorporated herein.
- g. Will ensure delivery of employment and training programs and services in accordance with the local plan as approved by the State Workforce Development Board.
- h. Will submit to CWMWI an annual audit report. EMDC will address any issues identified in its audits and report all resolutions to the CWMWI in writing for review. Audits must be completed in accordance with Generally Accepted Government Auditing (GAGA) standards and the requirements of 2 CFR Part 200 Subpart F - Audit Requirements.
- i. Will ensure compliance with all State Workforce Development Board, Bureau of Employment Services and the CWMWI workforce system policies and directives.
- j. Will strive to meet or exceed all negotiated performance measures and will seek technical assistance on continuous improvement.



- k. Will comply with all financial reporting and fiscal administrative requirements and will comply and adhere to financial management standards as articulated in 2 CFR 300 Subpart D - Standards for Financial and Program Management. Including the requirement to relate financial data to performance accomplishments and provide cost information that demonstrates cost effective practices, including unit cost data required to be entered in the new AJLA Fiscal System on a per participant basis.
- l. Will retain all source documentation to support all drawdown requests as directed in the Federal, State and Local Monitoring Guidance but in no case less than 3. EMDC will make all documentation pertaining to a drawdown request available upon request or upon random fiscal review by the CWMWI.
- m. Will retain all records pertinent to all grants and agreements, including financial, statistical, property, applicant/participant records, and supporting documentation. Records for each award period must be retained for (3) years following the date on which the annual expenditure report (final report) is submitted to the CWMWI. For all records selected for element validation or subsequent monitoring, EMDC will ensure that case files, including applicant / participant records and supporting documentation as specified by the CWMWI are retained and accessible for three (3) years following the date on which the files were validated or reviewed.
- n. Will ensure that nonexpendable property records are retained for a period of three (3) years from the date of final disposition of property. Property records consist of purchase documents, inventory records, and disposition documents. Disallowed costs can result from inadequate documentation and record retention.
- o. Will ensure that all records will be retained beyond the prescribed period if any litigation, investigation, or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been resolved.
- p. Will include similar record retention procedures in their contractual agreements related to the WIOA formula funds and must ensure compliance through monitoring. In the event of the termination of the relationship between EMDC and the CWMWI, the CWMWI will be responsible for the maintenance and retention of records.
- q. Will conduct a self WIOA Title 1B Program and Financial review at least once annually. The financial and program review shall be in accordance with 2 CFR 200.328-331. This monitoring activity is to ensure the appropriate use and management of the funds provided under Subtitle B for Adult, Dislocated Worker and Youth activities and to allow EMDC the opportunity to remedy issues as needed.
- r. Will abide by any/all guidance provided by the USDOL ETA via Training and Employment Guidance Letters (TEGLs), Training and Employment Notices (TENs), Technical Assistance Guides (TAGs) or USDOL Monitoring Guides and in accordance with the Maine Department of Labor and the CWMWI policy manuals, policy issuances, directives and Standards of Procedure (SOP)s.



- s. Will provide to the CWMWI documents pertaining to procurement using these Title IB funds for review by the CWMWI.
- t. Will make available to the public, through electronic means, on a regular basis, information about their board meetings, WIOA program activities, and all other EMDC workforce related information. Such information must be accessible to all individuals.
- u. Agrees that the implementation plan and budget will adhere to the Minimum Training Expenditure Requirement - Policy PY17-02, which requires that a minimum of 70 % of PY 2018 Adult and Dislocated Worker program funds be spent on the following participant training and career services activities: occupational training; work experience, on-the-job training, transitional jobs, workplace training combined with related instruction; adult education and literacy combined with occupational training; job readiness skills combined with occupational training, customized training, entrepreneurial training, incumbent worker training, basic career services, individualized career services, case management services, interagency collaboration, outreach to rural areas, follow-up services, business services and supportive services necessary for participation in these training and career services activities.

The 70% minimum spending rate will be determined as follows:

Training & Career Services (T&CS) Subtotal Plus Supportive Services (SS) Subtotal Divided by the Total One Year Availability Award Amount (Total) is Equal to the Training & Career Services Expenditure Rate Percentage (ER%)

$$\text{T\&CS} + \text{SS} / \text{Total} = \text{ER\%}$$

The total one-year availability award amount is the total amount of PY19 Adult and Dislocated Worker program funds expended within one year of the funding period.

Definitions of the above training activities, corrective actions, expenditure reporting requirements, and circumstances under which a waiver may be requested are outlined in the policy document which can be accessed at:

<https://www.maine.gov/swb/laws/policies/index.shtml>

Section A end;

Next page begins Section B.



SECTION B METHOD OF PAYMENT AND OTHER PROVISIONS

1. **Agreement Amount:** \$1,334,545
2. **Invoices and Payments** CWMWI will pay EMDC as follows: Payments are subject to EMDC's compliance with all items set forth in this Agreement and subject to the availability of funds. The CWMWI's financial consultant will process approved payments within 30 days of receipt of request or sooner.
3. **Benefits And Deductions** If the Service Provider is an individual, the Service Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the CWMWI, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue.
4. **Independent Capacity** In the performance of this Agreement, the parties hereto agree that the Service Provider, and any agents and employees of the Service Provider shall act in the capacity of an independent contractor and not as officers or employees of the CWMWI.
5. **CWMWI'S Representative** The Agreement Administrator is the CWMWI's representative during the period of this Agreement. He/she has authority to curtail services if necessary, to ensure proper execution. He/she shall certify to the CWMWI when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of EMDC, subject to the approval of the CWMWI and ultimately, the Chief Elected Officials of the Central Western Region,
6. **Agreement Administrator** All progress reports, correspondence and related submissions from the Subrecipient shall be submitted to: Stacy Kilroy, Executive Director Email: skilroy@cwmwdb.org, who is designated as the Agreement Administrator for CWMWI, and Jon Farley, VP, Email: JFarley@emdc.org
7. **Changes in the Work** The CWMWI may order changes in the work and will adjust contract payments or length as needed in the Agreement accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment and signed by both parties. Said amendment must be effective prior to execution of the work.
8. **Sub-Agreements** Unless provided for in this Agreement, no arrangement shall be made by EMDC with any other party for furnishing services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into after the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the EMDC and its employees assigned for services, or any vendors or partners disclosed within the formal request for proposal response from EMDC whereby this contract was awarded by the CWMWDB and will be funded.
9. **Assignment or Transfer** EMDC cannot sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, without written a request and consent of the Agreement Administrator. No transfer of scope is allowable unless approved by the Chief Elected Officials and the CWMWDB.



10. Equal Employment Opportunity During the performance of this Agreement, EMDC agrees as follows:

- a. EMDC shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. EMDC shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. EMDC agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. EMDC shall, in all solicitations or advertising for employees placed by or on behalf of EMDC relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. EMDC shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Subrecipient's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. EMDC shall inform the CWMWI's Executive Director of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, or Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. EMDC shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with contracts more than \$50,000 shall also pursue in good faith affirmative action programs.

11. Employment And Personnel EMDC shall not engage any person in the employ of CWMWI in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The CWMWI employee shall not engage in a paid position with EMDC on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of CWMWI. EMDC shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this



Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. Warranty EMDC warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for EMDC, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the CWMWI shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13. Access To Records As a condition of accepting a contract for services under this section, EMDC must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the CWMWI. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of EMDC and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. EMDC shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. EMDC shall allow inspection of pertinent documents by the CWMWI or any authorized representative of CWMWI, the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

14. Termination: At Will & Cause The performance of work under the Agreement may be terminated by the CWMWI in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the CWMWI, whether for cause or by will. Any such termination shall be affected by delivery to EMDC of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

16. Requirements EMDC warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. Governing Law This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine



administrative or judicial forums in Cumberland County. EMDC consents to personal jurisdiction in the State of Maine in Cumberland County.

18. Hold Harmless EMDC agrees to indemnify, defend and save harmless the CWMWI, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of any kind ("claims") arising out of the performance of this Agreement by EMDC, its partner CCI, their employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Subrecipient taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. Notice Of Claims EMDC shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against EMDC by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. Approval This Agreement be approved by the CWMWDB to be valid. Such approval was originally granted on 07/15/2020 at a specially called meeting and will be further ratified on 09/24/2020.

21. Liability Insurance EMDC shall keep in force a \$1,000,000 commercial liability policy issued by a company fully licensed to do business in this State. This policy includes the activity to be covered by this Agreement, with adequate liability coverage to protect itself from suits by noting CWMWI on its liability policy. EMDC shall furnish CWMWI with an ACCORD format copy of the liability insurance policy noting the rider with CWMWI.

22. Non-Appropriation If the CWMWI does not receive sufficient funds or does not receive legal authority to expend funds then the CWMWI is not obligated to make payment.

23. Severability The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.



24. Integration All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Section B, except where noted.

25. Force Majeure The CWMWI may, at its discretion, reevaluate an obligation under this Agreement effected by an extreme act of man, circumstance or nature such as war, riot, fire, explosion, pandemic, flood or other catastrophe, sabotage, shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute.

26. Set-Off Rights The CWMWI shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the CWMWI's option to withhold for the purposes of set-off any monies due to EMDC under this Agreement up to any amounts due and owing to the CWMWI with regard to this Agreement, any other Agreement, any other Agreement with any CWMWI department, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The CWMWI shall exercise its set-off rights in accordance with normal CWMWI practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the CWMWI and/or its representatives.

27. Entire Agreement This document in its sections contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing.

Section B end;

Next page begins Section C, with reduced font size.



SECTION C: FEDERAL CRITERIA & MISC.

1. **Order of Precedence** The terms and conditions of this Notice of Award and other requirements have the following order of precedence if there is any conflict in what they require:
 - a. Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments; Wagner-Peyser Act Employment Services (ES) Program Allotments; and Workforce Information Grant to States Allotments for the current program year;
 - b. Current federal appropriations Act;
 - c. Other applicable Federal statutes and their implementing regulations;
 - d. Executive Orders;
 - e. OMB Circulars, including the Uniform Guidance at 2 CFR 200 and 2900;
 - f. DOL-ETA Directives; and,
 - g. The terms and conditions of this award.
2. **Approved Budget** The Subrecipient budget is attached as Rider D to this award. The Subrecipient must confirm that all costs using these funds are allowable, before expenditure.
3. **Indirect Cost Rate** If Section D includes Indirect Costs, the subrecipient must submit a copy of the current Federally Approved Negotiated Indirect Cost Rate Agreement (NICRA) identifying:
 - a. The Approved Indirect Rate %;
 - b. The Type of Indirect Cost Rate (i.e.: Provisional/Predetermined/Fixed);
 - c. The Allocation Base; and
 - d. The Current Period Applicable to the Rate.NICRA agreement updates must be sent to CWMWI within 15 days of a NICRA modification.
4. **Formula Grants** Funds provided under this Notice of Award must be expended in accordance with all applicable Federal statutes, regulations and policies, including those of the Workforce Innovation and Opportunity Act; the applicable approved State WIOA plan, including approved modifications and amendments to the plan; any waiver plan approved under WIOA Sec. 189(i)(3) or Workforce Flexibility (Workflex) plan approved under WIOA Sec. 190; the negotiated performance levels and policies established pursuant to the Secretary's authority under WIOA Section 116; and the applicable provisions in the appropriations act(s).
5. **Evaluation & Data** A subrecipient of WIOA formula funds must cooperate during the implementation of any third-party evaluation. This means providing MDOL with appropriate data and access to program operating personnel and participants in a timely manner.
6. **Funding Restrictions**
 - a. **Administrative Costs** Under WIOA, administrative costs are defined and discussed in 20 CFR 683.215. There is a 10% limitation on administrative costs on funds awarded under this agreement.
 - b. **Consultants** For the purpose of this award agreement, fees paid to a consultant who provides services under a program shall be limited to \$710 per day.
 - c. **Salary and Bonus Limitations** Pursuant to P.L. 115-141, Division H, Title I, Section 105 no funds shall be used by a recipient or sub-recipient to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2019/executive-senior-level/>

The salary and bonus limitation do not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and



Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262

- d. Reporting** You must report the total compensation for each of your five most highly compensated executives for the preceding fiscal year, if:
- i. you are awarded \$25,000 or more;
 - ii. In the preceding year 80% or more of your annual gross revenues from Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320; and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a) or section 9104 of the Internal Revenue Code of 1986. One must report executive total compensation a) as part of your registration profile at <http://www.sam.gov> and by the end of the month following the month in which this award is made, and annually thereafter.
- e. Budget Flexibility** The transfer of funds among direct costs categories or programs, functions and activities are restricted. EMDC must receive prior approval from CWMWDB.
- f. Travel Costs** Pursuant to 2 CFR 200.474(a), subrecipients are required to award employees the maximum allowable Mileage Reimbursement Rates for Federal Employees as stated at www.gsa.gov/mileage, which for 2020 are: \$0.575 per mile for a privately owned automobile and \$1.27 per mile for a privately owned airplane.
- In order to ensure reasonable reimbursement of employee meals taken during overnight travel, or during work days requiring 12 or more hours of travel but no overnights, this award cannot be charged more than the per diem amounts cited on the GSA Per Diem Rates for Federal Employees per location as identified at <http://www.gsa.gov/portal/content/101518>
- All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.
- g. Foreign Travel** Pursuant to WIOA Section 181 (e), no funds received under this award shall be used for foreign travel.
- h. WIOA Infrastructure** WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 require the following to be One-Stop partners: A. WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; YouthBuild; Native American programs; National Farmworker Jobs Program (NFJP); B. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III; C. Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965; D. Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974; E. Unemployment Compensation (UC) programs; F. Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.; and G. Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169. With the exception of the Native American programs established under WIOA sec. 166, all one-stop partner programs including all programs funded under title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the one-stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700. While Native American programs are not required to contribute to infrastructure costs per WIOA 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in TEGl 17-16.



The sharing and allocation of infrastructure costs between one-stop partners is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained at 2 CFR part 200 (Uniform Guidance) and DOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.

7. Administrative Requirements

a. System for Award Management and Universal Identifier Requirements

- i. Requirement for System of Award Management - Unless you are exempt from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- ii. Requirement for unique entity identifier – If you are authorized to make subawards under this award, you: a) must notify potential subrecipients that no entity may receive a subaward from you unless the entity has provided its unique identifier to you; and b) may not make a subaward to an entity unless the entity has provided its unique entity identifier to you.
- iii. Definitions – For the purpose of this award term:
 - System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information may be found about registration procedures at <http://www.sam.gov>
 - Unique Entity Identifier means the identifier required for SAM registration to uniquely identify business entities.
 - Entity as it is used in this agreement, means all of the following, as defined at 2 CFR part 25, subpart C:
 - A Governmental organization, which is a State, local government or Indian Tribe;
 - A foreign public entity;
 - A domestic or foreign nonprofit organization;
 - A domestic or foreign for-profit organization; and
 - A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - Subaward - This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the subrecipient award to an eligible subrecipient. The term does not include your procurement of property or services needed to carry out the project or program (for further explanation, see 2 CFR 200.300). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
 - Subrecipient means an entity that:
 - Receives a subaward from you under this award; and
 - Is accountable to you for the use of the Federal funds provided by the subaward.
- iv. In administering these funds, the subrecipient will:
 - Follow the standards for financial management per 2 CFR 200.300-309 and any exceptions identified in 2 CFR 2900 or request guidance from CWMWDB. ;
 - Utilize funds in accordance with 2 CFR 200.400-475;
 - Abide by the procurement requirements laid out by 2 CFR 200.318-324 & WIOA;
 - Perform monitoring, project compliance in accordance with 2 CFR 200.330-331;
 - Retain and secure records association with this agreement in accordance with all requirements identified in Maine Statute, the MDOL Financial Policy Manual and in accordance with 2 CFR 200.333-337;
 - Follow the close-out procedures provided by the Department and per 2 CFR 200.343;



- Debarment and Suspension – Subrecipients shall comply with the no procurement debarment and suspension common rule implement Executive Orders 12549 and 12689 “Debarment & Suspension” codified at 2 CFR 180, and 29 CFR 2998.
- b. **Personally Identifiable Information (PII)** A subrecipient must recognize and safeguard PII except where disclosure is allowed by prior written approval of the Agreement Administrator or by court order. Please follow the requirements in TEGL 39-11 – Guidance on the Handling and Protection of Personally Identifiable Information at:
http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872
- c. **Recipient Integrity** If the total value of the organization’s contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during this award, then the recipient must maintain information reported to the System for Award Management (SAM), as required under section 872 of Public Law 110-417, amended at 41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system will be publicly available.
- d. **Audits** Organization-wide or program specific audits shall be performed in accordance with the audit requirements of the Uniform Guidance which apply to audits for fiscal years beginning on or after December 26, 2014. Subrecipients that expend \$750,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements of 2 CFR 200.501 and 2 CFR 2900.2.
- e. **Equipment** Subrecipients must receive prior approval for the purchase of any equipment with a per-unit acquisition cost of \$5,000 or more, and a useful life of more than one year. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.
- f. **Program Income** The deduction method as described in 2 CFR 200.307 must be used in allocating any program income generated for this grant award. Subrecipients must expend all program income prior to drawing down additional funds as required at 2 CFR 300.305(b)(5) and 2 CFR 200.307(e). Any program income found remaining at the end of period of performance must be returned to the MDOL and subsequently to ETA. In addition, subrecipients must report program income on the quarterly financial report form provided by MDOL.
- g. **Pre-Award** All costs incurred by the subrecipient prior to the start date specified in this agreement are incurred at the subrecipient’s own expense.
- h. **Reports** All ETA recipients are required to submit quarterly financial and narrative progress reports for each grant award in accordance with directions outlined in the Maine WIOA Monitoring Manual.
- i. **Subawards** Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments made to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement; including an agreement the pass-through entity considers a contract.
The provisions and terms and conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring of the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this award, see 2 CFR 200.101(b)(1).
- j. **Publicity** No funds provided under this grant shall be used for any presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, with notable exceptions: a presentation to the Congress or any state or local legislature itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order



proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

- k. **Procurement** The Uniform Administrative Requirements (2 CFR 200.317) require States (as defined at 2 CFR 200.90) to follow the same procurement policies and procedures it uses for non-federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. Recipients must also follow the requirements regarding the competitive award of One-Stop Operators in the Workforce Investment and Opportunity Act at WIOA Sec. 121(d) and sec. 123.
- l. **Vendor /Contractor** The term “contractor,” sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required for the conduct of a Federal program, see 2 CFR 200.23 and procurement requirements at 2 CFR 200.319, which call for free and open competition.
- m. **Intellectual Property** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal purposes all intellectual property, human capital, equipment, and supplies paid with these funds and CWMWDB reserves the right of ultimate ownership. Program income must be used in accordance with the provisions of this award and 2 CFR 200.307 and contain required disclosures available in ETA guidance.
- n. **Creative Commons** Pursuant to 2 CFR 2900.13, to ensure that the Federal investment of USDOL funds has as broad an impact as possible and to encourage innovation in the development of new learning materials the recipient will be required to license to the public all work created with the support of this award under a Creative Commons Attribution 4.0 (CC BY) License. Work that must be licensed under the CC BY includes both new content created with the award funds & modifications made to pre-existing, subrecipient-owned content using grant funds.
- o. **Conference Space** Conferences sponsored in part by the subrecipient are allowable if the conference is necessary for the successful performance of the award. For more information refer to 2 CFR 200.432 Subrecipients will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.
- p. **Pay for Performance** Pay for Performance (PFP) strategies seek to maximize the likelihood that the Federal government pays only for services that are demonstrably effective and secures performance results at a lower cost. CWMWDB may use such strategy at any time.

8. Public Policy

a. Executive Orders

12928: Pursuant to Executive Order 12928, the subrecipient is strongly encouraged to provide subcontracting/sub granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Service Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United State, dated April 16, 1997, subrecipients are encouraged to adopt and enforce on-the-job seat belt policies and programs, for their employees when operating vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, subrecipients must take reasonable steps to ensure that LEP persons have



meaningful access to programs in accordance with USDOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency (05/29/2003) Volume 68, Number 103, pages 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipients are encouraged to consider the need for language services for LEP person served or encountered both in developing budgets and in conducting programs and activities. For more info go to: <http://www.lep.gov>

13513: Pursuant to Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009, subrecipients are encouraged to adopt and enforce policies that bank text messaging while driving, while performing any work on behalf of this award.

9. **Veteran's Priority** 38 U.S.C. 4215 requires Service Providers to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program, directly funded in whole or in part by the USDOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a service provider must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veteran's priority of service provisions require that the grant recipient give the veteran or eligible spouse priority by first providing him/her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. TEGL 10-09 provides guidance on implementing priority of service for veterans and eligible spouses and is available at: http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816
10. **Flood Insurance** The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the U.S., unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private recipients of USDOL support. Lists of flood-prone areas eligible for flood insurance are published in the Federal Register by FEMA.
11. **Architectural Barriers** The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (36 CFR 1191- appendixes C & D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
12. **Drug-Free Workplace** The Drug Free Workplace Act of 1988 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. EMDC must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
13. **OSHA/Fire Safety** Pursuant to OSHA regulations and 15 U.S.C. 2225a, EMDC must ensure that all meetings comply with the protection and control guidelines of all federal regulations.
14. **Trafficking Persons** EMDC understands EMDC as subrecipient, EMDC's employees, EMDC's subrecipients under this award and its employees understand trafficking in persons is a severe offense that leads to termination, debarment and other criminal penalties.
15. **Buy American** None of the funds made available under this award may be expended by an entity unless the entity agrees that in expending funds it will comply with sections 8301 through 8303 of title 41, U.S.C. (commonly known as the "Buy American Act").



16. **Health Benefits** EMDC warrants it understands P.L. 115-141, Division E, Title VII, Section 726 and what items may be covered by Federal funds.
17. **No Funds to ACORN** These funds may not be provided to the Association of Community Organizations for Reform Now, or any of its affiliates, subsidiaries, allied organizations or successors.
18. **Felony Convictions** EMDC may not enter into an agreement with any corporation that was convicted of a felony criminal violation under Federal or State law within the preceding 24 months.
19. **Unpaid Tax Liabilities** EMDC may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make an award to, or provide a loan or loan guarantee to, any corporation that has unpaid Federal, State or County tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
20. **No Child Labor** EMDC warrants it understands P.L. 115-141, Division H, Title I, Section 103, and that no child labor is involved in any items covered by Federal funds.
21. **IT - Blocking Pornography** EMDC warrants it understands P.L. 115-141, Division H, Title V, Section 521, and that Federal funds any computer network funded by Federal funds will block pornography.
22. **Public Communications** EMDC warrants it understands P.L. 115-141, Division H, Title V, Section 505, and when issuing statements, press releases and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:
 - a. The percentage of the total costs of the program or project which will be financed with Federal money;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.
23. **Drug Legalization** EMDC warrants it understands P.L. 115-141, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.
24. **Needles or Syringes** EMDC warrants it understands P.L. 115-141, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any *illegal* drug.
25. **Reporting of Fraud** EMDC warrants it understands P.L. 115-141 Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste.
26. **Violation of the Privacy Act** EMDC warrants it understands P.L. 115-141, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act)
27. **Lobbying** EMDC warrants it understands that lobbying is an unallowable activity. It must adhere to guidance identified in 2 CFR 200.450 Lobbying and that any requests for information related to elected officials or grassroots efforts in the five-county area will be coordinated at all times with CWMWI.
28. **Nondiscrimination** As a condition of Title I of the Workforce Innovation and Opportunity Act, EMDC assure it complies with the Federal nondiscrimination and equal opportunity provisions:
 - a. Section 188 of the Workforce Innovation and Opportunity Act of 2014, which prohibits discrimination against all individuals in the U.S. on the basis of race, color, religion, sex, national



origin, age, disability, political affiliation, or belief and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the U.S. or participate in any WIOA Title-1 financially assisted program or activity.

- b.** Title V of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis for race, color or national origin;
- c.** Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d.** The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e.** Title IX of the Education Amendments Act of 1972, as amended which prohibits discrimination on the basis of sex in educational programs;
- f.** This assurance applies to EMDC's operation of WIOA Title-I financially assisted programs or activities and to all subagreements the provider makes to carry out Title-1 financially assisted programs or activities. EMDC understands that the CWMWI has the right to seek judicial enforcement of this assurance; and
- g.** TEGLs 26-02, 31-11, 10-14, and 11-14 on nondiscrimination.

Section C end;

Next page begins Section D, also known As Rider D.



SECTION D SERVICE IMPLEMENTATION SCHEDULES & LINE ITEM BUDGETS aka "RIDER D"

1. WIOA Adult & Dislocated Worker Service Implementation

WIOA ADULT IMPLEMENTATION PLAN					
ADULT SERVICE SUMMARY	Q1	Q2	Q3	Q4	Estimated
A. New Enrollments	22	41	51	74	
B. Carry-Ins* <small>Flat Estimate on 08/31/2020</small>	68	68	68	68	
C. Total Served (A+B)	90	109	119	142	
D. Total Exiters	24	41	68	83	
E. Total Entered Employment	13	21	38	42	
1. Placed/Employer-Assisted Benefits	-	-	-	-	
2. Placed in NTO Employment	-	-	-	-	
3. Placed in Apprenticeship	1	2	3	3	
ADULT SERVICE GOALS	Q1	Q2	Q3	Q4	
A. Direct Training	64	82	93	106	
B. Career Services	85	109	124	142	
ADULT PERFORMANCE MEASURES	Q1	Q2	Q3	Q4	Optional PY 19
A. Employed/Education Q2 post Exit				76.00%	
B. Employed/Education Q4 post Exit				72.00%	
C. Median Earnings Q2 post Exit				\$4,950	
D. Measurable Skill Gains				50.00%	
E. Attained Credential				61.00%	
WIOA DISLOCATED WORKER IMPLEMENTATION PLAN					
DW SERVICE SUMMARY	Q1	Q2	Q3	Q4	Estimated
A. New Enrollments	15	30	45	55	
B. Carry-Ins* <small>Flat Estimate on 08/31/2020</small>	65	65	65	65	
C. Total Served (A+B)	80	95	110	120	
D. Total Exiters	17	34	44	59	
E. Total Entered Employment	14	27	35	48	
a. Placed in Apprenticeship	-	2	3	3	
DW SERVICE GOALS	Q1	Q2	Q3	Q4	
A. Direct Training	60	72	83	90	
B. Career Services	80	95	110	120	
DW PERFORMANCE MEASURES	Q1	Q2	Q3	Q4	Optional PY 19
A. Employed/Education Q2 post Exit				78.75%	
B. Employed/Education Q4 post Exit				75.00%	
C. Median Earnings Q2 post Exit				\$6,800	
D. Measurable Skill Gains				50.00%	
E. Attained Credential				60.00%	



Continued - WIOA Youth & Employer Service Implementation

WIOA YOUTH IMPLEMENTATION PLAN					
YOUTH SERVICE SUMMARY	Q1	Q2	Q3	Q4	
A. New In-School Enrollments	10	10	20	20	<i>Estimated</i>
B. In-School Carry-Ins *Estimate	20	20	20	20	
C. New Out-of-School Enrollments	20	38	56	75	
D. Out-of-School Carry-Ins *Estimate	65	65	65	65	
E. Total Served (A+B+C+D)	115	133	161	180	<i>Estimated</i>
F. Total Exiters	13	28	46	65	
G. Total Employed or In Education	7	19	31	42	
a. Placed in Apprenticeship	2	3	5	7	
YOUTH PERFORMANCE MEASURES					
	Q1	Q2	Q3	Q4	
A. Employed/Education Q2 post Exit				71.00%	<i>Optional PY 19</i>
B. Employed/Education Q4 post Exit				71.00%	
C. Median Earnings Q2 post Exit				\$3,700	
D. Measurable Skill Gains				45.00%	
E. Attained Credential				49.00%	
EMPLOYER EFFECTIVENESS					
	Q1	Q2	Q3	Q4	Total
A. Repeat Employers Served	13	26	39	52	52
B. New Employers Served	13	26	39	52	52
TOTAL	26	52	78	104	104

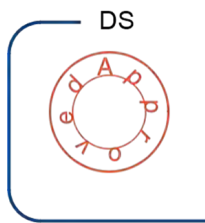
End of Section D: 1. Implementation Plan;

Next page is Section D: 2. Line Items Budgets (also known as Rider D)



2. Line Item Budgets – “Rider D”

RIDER D - Section D PY 19 Budget		WIOA LINE ITEM BUDGET			
OPERATING COSTS	Adult	DW	Youth	Admin	Total
A. PERSONNEL					
a. Salary & Wages	75,250	81,755	34,729		191,734
b. Fringe & Benefits	28,490	30,952	13,149		72,591
B. STAFF TRAVEL					
a. In-State	1,294	1,015	1,718		4,026
b. Out-of-State					-
C. EQUIPMENT (Copiers/Computers)					
a. Purchase					-
b. Lease/Fees	1,382	1,525	681		3,588
c. Maintenance					-
D. MATERIALS/SUPPLIES	1,354	1,249	845		3,448
E. PREMISES					
a. Rent	17,736	21,197	8,871		47,803
b. Utilities					-
c. Maint/Other					-
F. COMMUNICATIONS					
a. Telephone	983	1,076	482		2,542
b. Postage	67	72	32		171
c. Outreach/Advertising					-
G. OPERATIONAL					
a. Fiscal Monitoring					-
b. Legal/Web/Other					-
c. Insurance					-
d. Other					-
H. SUBCONTRACT					
a. Fiscal Management					-
b. Payroll Services					-
c. Fiscal Audit					-
d. Other (sub-contract with CCI)	128,366.90	140,625.24	98,854.63		367,846.77
I. OTHER					
a. Conference					-
b. Dues/Subscriptions					-
c. Staff Training	915.24	1,005.39	450.01		2,370.64
d.					-
e.					-
J. INDIRECT/SHARED COSTS	29,296.08	31,828.58	13,520.71		74,645.37
TOTALS	\$ 285,133.21	\$ 312,299.86	\$ 173,332.80	\$ -	\$ 770,765.86



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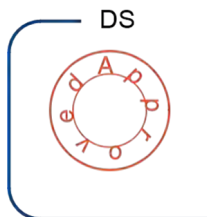



(Continued) Line Item Budgets

RIDER D - Section D PY 19 Budget		WIOA LINE ITEM BUDGET			
DIRECT PARTICIPANT SERVICES COSTS	Adult	DW	Youth	Admin	Total
A. Direct Training					
a. Occupational Training (Tuition/Books/Fees)	86,295.19	104,749.39	30,218.08		221,262.66
b. OJT Training	59,443.00	65,711.50	14,103.47		139,257.97
c. Customized Training					-
d. Literacy in conjunction w/ Occ. Trng.					-
e. Entrepreneurial Training					-
f. Job Ready in conjunction w/Occ. Trng					-
g. Transitional Jobs					-
h. Work-Based Trg w/related instruction					-
i. Incumbent Worker Training					-
j. Work Experience	36,793.00	21,027.68	29,263.22		87,083.90
k. Support Services	46,420.03	59,316.46	10,438.43		116,174.91
B. Career Services					
TOTALS	\$ 228,951.22	\$ 250,805.02	\$ 84,023.20	\$ -	\$ 563,779.44
GRANT TOTALS					
	\$ 514,084.43	\$ 563,104.88	\$ 257,356.00	\$ -	\$ 1,334,545.31
CHECK	\$ 514,084.00	\$ 563,105.00	\$ 257,356.00	\$ -	\$ 1,334,545.00

End of Section D: 2. Line Items Budgets (also known as Rider D);

Next page is Section D: 3. Funding Amounts.



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3. Funding Amounts

The following is breakdown of the estimated line item amounts of PY 19 funds available to EMDC for WIOA cluster programs from the previous service provider. The final amounts will be reconciled.

CWMWDB								
2020 Service Provider Contract Transition - Final Close Out Amounts*								
<u>Contract</u>	<u>Budget</u>	<u>Requested</u>	<u>Estimated</u>	<u>Total</u>	<u>Budget</u>	<u>Mod #2</u>	<u>Estimated</u>	<u>Rounded</u>
		<u>as of</u>	<u>Future</u>				<u>EMDC Budget</u>	<u>EMDC Budget</u>
		<u>8/24/20</u>	<u>Requests</u>		<u>Remaining</u>			
PY19 WIOA								
Adult	619,680.00	53,595.70	52,000.00	105,595.70	514,084.30	-	514,084.30	514,084
Youth	663,317.00	40,211.74	60,000.00	100,211.74	563,105.26	-	563,105.26	563,105
DW	441,709.00	115,474.36	70,000.00	185,474.36	256,234.64	1,121.00	257,355.64	257,356
Total	1,724,706.00	209,281.80	182,000.00	391,281.80	1,333,424.20	1,121.00	1,334,545.20	1,334,545

**These amounts will be reconciled by SM once all expenses in process are complete if needed.*

End of Section D: 3. Funding Amounts. No next page.
End of Entire Agreement.

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