



Contract Routing Control Sheet Office of Workforce Development

Contact: Matt Jeffreys Phone: 3036

Expense Contract

Tracking#: 16492 Date Submitted: 9/4/2019 Date Needed:
Contract#: 2017-5251 Date Started: 7/1/2019 Est End Date: 6/30/2020
Coliseum#: Change Order#: 4 Lease#: Bid#: NCDOT#: Resolution#: Requisition#: 71537
Description: Contract is modified to be extended an additional twelve (12) months through June 30, 2020 to provide comprehensive services to Adults and Dislocated Workers under the requirements of the Workforce Innovation and Opportunity Act

Comments:

Vendor:	Account #	CBR	Amount
Arbor E & T LLC DBA	216-0282-26.5429		\$200,000.00
Vendor#: 34835	216-0283-36.5429		\$350,000.00
Location: ResCare Workforce Services	216-0292-26.5429		\$600,000.00
9901 Linn Station Rd	216-0293-36.5429		\$275,000.00
Louisville, KY 40223	Total:		\$1,425,000.00



Signatures

☒ Dept Director Reviewed By: _____ Date: 9/5/19
☒ Finance Reviewed By: _____ Date: 9-11-19
☒ Accounting Reviewed By: _____ Date: 10-28-19
☒ Attorney Reviewed By: _____ Date: 11/14/19
☒ City Manager Reviewed By: _____ Date: _____
☐ Mayor Reviewed By: _____ Date: _____
☒ Deputy City Clerk Attested By: Anthony C. Rosa Date: 11-15-19
☐ PSD Reviewed By: _____ Date: _____
☐ M/WBE Reviewed By: _____ Date: _____

RECEIVED

OCT 31 2019

City Manager's Office

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10 19-0388
105-19

RESOLUTION AUTHORIZING EXTENSION OF WORKFORCE DEVELOPMENT ADULT
AND DISLOCATED WORKER SERVICES CONTRACT WITH ARBOR E&T, LLC, d/b/a
RESCARE WORKFORCE SERVICES CORPORATION IN AN AMOUNT NOT TO
EXCEED \$1,450,000 FOR FISCAL YEAR 2019-20

WHEREAS, the Workforce Development Department serves as the administrative entity for the Guilford County Workforce Development Board (WDB) to provide services under the Workforce Innovation and Opportunity Act (WIOA);

WHEREAS, the Office of Workforce Development has an existing contract (2017-5251) with Arbor E&T, LLC, d/b/a ResCare Workforce Services to provide WIOA services to adults and dislocated workers that will expire on June 30, 2019;

WHEREAS, the Guilford County Workforce Development Board voted to extend this contract for a period of one year;

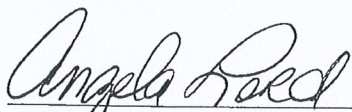
WHEREAS, funds shall be budgeted in the Workforce Development WIOA Fund in an additional amount not to exceed \$1,450,000 for extension of services through this contractor;


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the City is authorized to negotiate final contract terms and execute a contract with Arbor E&T, LLC, d/b/a ResCare Workforce Services in an amount not to exceed \$1,450,000 to provide FY 2019-20 WIOA Adult and Dislocated Worker services. The City Manager is hereby authorized to execute on behalf of the City of Greensboro a contract to carry this into effect.

THE FOREGOING RESOLUTION WAS ADOPTED
BY THE CITY COUNCIL OF THE CITY OF
GREENSBORO ON THE 18th DAY
OF JUNE, 2019

APPROVED AS TO FORM


CITY CLERK


CITY ATTORNEY

THE GREENSBORO/HIGH POINT/GUILFORD COUNTY

WORKFORCE DEVELOPMENT CONSORTIUM

COST REIMBURSEMENT CONTRACT

CONTRACT NUMBER: 2017-5451

MODIFICATION #4

This AGREEMENT, made and entered into this 1st day of July, 2019 by and between the CITY OF GREENSBORO, 2301 W. Meadowview Road, Greensboro, NC 27407, (336) 373-3036, hereinafter designated as GRANTOR, and ARBOR E&T, LLC, d/b/a RESCARE WORKFORCE SERVICES, 9901 Linn Station Road, Louisville, KY 40223, (502) 420-2532, hereinafter referred to as GRANTEE.

WITNESSETH:

WHEREAS, the GRANTOR, has received grant funds from:

Federal Agency: United States Department of Labor

Funding Title: Workforce Innovation and Opportunity Act

State Agency: NC Department of Commerce

WHEREAS, the GRANTOR and GRANTEE have an existing Agreement to provide workforce development services for Guilford County residents

NOW THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is mutually agreed to modify the existing agreement as follows, effective upon execution:

1. The contract is modified to be extended an additional twelve (12) months through June 30, 2020.
2. The Not to Exceed budget for the period of July 1, 2019 to June 30, 2020 is \$1,424,850 and is found in the modified "Exhibit 2". Any funds from the original budget of \$1,561,146 that remain unexpended after the June 2019 invoice will be unencumbered by August 1, 2019 and will not be usable for expenses incurred during the July, 2019 to June, 2020 timeframe. .
3. "Exhibit 1" is modified to include changes to the Statement of Work of the Agreement, which reflect the current term of this agreement.
4. "Appendix 1" is included to reflect locally defined performance measures for PY 2019-20.
5. "Appendix 2" is modified to include changes to negotiated Profit-based Performance Measures.


6. **“Appendix 3” is included to reflect PY 2019-20 Common Performance Measures and NCWorks Commission Measures.**
7. **All other aspects of this Agreement remain unchanged from Modification #3.**

CONTRACT SIGNATORY PAGE


GRANTEE

ATTEST:

ARBOR E&T, LLC d/b/a RESCARE WORKFORCE
SERVICES


By: 
Jennifer Smith

Print Title: Executive Administrator

By: 
Mark Douglass

Print Title: President

GRANTOR

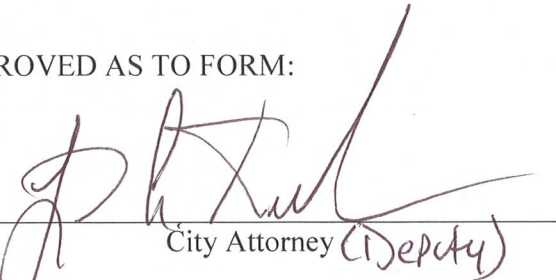
Recommended by: 
Director of Workforce Development Department

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act




Deputy Finance Director 

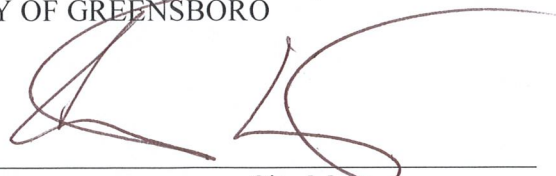
APPROVED AS TO FORM:


City Attorney (Deputy)

ATTEST:

CITY OF GREENSBORO


Deputy City Clerk


City Manager

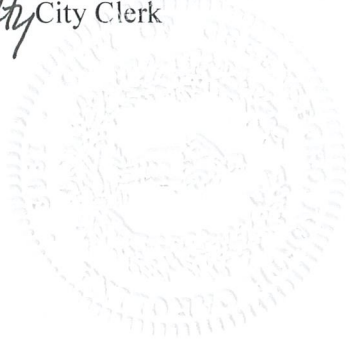


EXHIBIT 1 -STATEMENT OF WORK

PURPOSE:

The purpose of this Agreement is to provide Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker services within an already established integrated delivery system under the direction of the Grantor and in partnership with the Division of Workforce Solutions (DWS) within the North Carolina Department of Commerce and One Stop Operator, Two Hawk Workforce Services (THWS). Services will be delivered through established NCWorks frameworks and protocols using a customer-focused, outcome-oriented approach that integrates services provided by the Grantee and DWS staff for both jobseeker and employer customers.

TIMEFRAME:

The timeframe for this agreement is July 1, 2019 through June 30, 2020 and budgets are based on that timeframe.

INTEGRATED SERVICE DELIVERY

The Grantee will have shared responsibility with all other core WIOA partners within the center(s) to provide staffing and services for talent engagement, talent development, employment solutions and employer solutions. All jobseekers should be continuously engaged from welcome through employment. Services will be provided at two workforce centers in Guilford County:

- NCWorks Career Center @ 607 Idol Street, High Point, NC. THWS staff will manage this center.
- NCWorks Career Center @ 2301 W. Meadowview Road, Greensboro, NC. THWS staff will manage this center.

TALENT ENGAGEMENT

The Grantee will work with other core partners to ensure that all jobseekers visiting a career center within Guilford County move through the services in a seamless manner. It is the shared responsibility of all staff to ensure that all jobseekers are signed into the career center utilizing the Grantor's Service Intelligence system, properly orientated to career center services, meet one on one with career center staff for assessment, and are provided "next steps" for service provision. The integrated staff will utilize the NCWorks Online initial assessment tool (PIRL), the Career Pathways Explorer (CPE) assessment, work readiness checklists, and/or direct referral to product box services as a part of comprehensive service delivery to job seekers. The Grantee will ensure that case notes in NCWorks Online properly document all services provided throughout the onboarding process.

TALENT DEVELOPMENT

The Grantee will provide Adult and Dislocated WIOA Individualized Career or Training services to no less than **850** eligible and suitable customers, including active enrollments from previous program year(s), which have identified barriers to obtaining sustainable employment. Services to customers will include, but may not be limited to:

CAREER SERVICES

The Grantee will work with jobseekers that have identified barriers to employment and enroll them into WIOA Individualized Career Services and, at a minimum, provide the following services:

- Aptitude, skill and career exploration assessments
- Comprehensive career guidance and planning
- Individualized Employment Plan (IEP) development
- Short-term pre-vocational services (HRD)
- Workforce preparation activities (e.g. Working Smart/WRLP Soft Skill Training)

- Referrals to community partnering agencies
- Job placement assistance
- Skill-based job matching
- Direct connection/referrals to employers
- Monthly follow-up services

The Grantee's Talent Employment Solutions staff will provide direct placement assistance to enrolled Career and Training services customers. The Grantee will work with Grantor's Business Services Unit for specialized recruitment initiatives and work-based learning opportunities as appropriate. The Grantee will utilize NCWorks Online to track all case management activities.

The Grantee will also ensure that jobseekers always know their next step and are appropriately guided to activities that will most benefit them, without unnecessary obstacles or delays in access. Jobseekers enrolled into individualized career services will work one-on-one with the appropriate Talent Development team member, based upon the program services best suited to meet their needs, or in some cases, co-enrolled with multiple programs to provide all services needed. Once individuals are determined to be work ready, the Talent Development Consultant will conduct a marketability interview and will facilitate a warm handoff to an Employment Consultant to connect them with appropriate employment opportunities. Where possible, staff will make the referral and proceed on the same day; referrals are documented in case notes through NCWorks. The Grantee will ensure that follow-up occurs on all referrals to ensure the job seeker receives services and advances toward their career goals.

Through ongoing outreach efforts, staff will encourage individuals to participate in activities at the Center on a regular basis and inform them of the benefits of staying connected with the Center. Staff will continue to support individuals at the Center through assisted job searches, career coaching, exploration of training opportunities, and access to ResCare Academy™ courses. Staff will refer and leverage other services to address or eliminate any additional barriers in order for each individual to progress toward employment opportunities.

The Grantee will utilize a number of assessment tools that focus on identifying academic, employability and occupational interests, aptitudes and skill levels, personal development, and supportive service needs. Assessments may include, but not be limited to:

- **Occupational Skills & Work History:** Prior work history and education interviews identify experience and skills, employment history, and formal occupational education.
- **Interests & Aptitudes:** O*Net assists in understanding career aptitudes and interests related to local market demand. ResCare CPE visual personality assessment gives job seekers a better understanding of personality related to careers.
- **Academic Skills:** TABE and GED Academy™ tests determine basic math, reading, and language skill levels and functioning related to GED and other academic requirements.
- **Supportive & Developmental Needs:** WorkKeys assessments to measure job seekers skills and to prepare for attainment of the National Career Readiness Certificate (NCRC).

TRAINING SERVICES

The Grantee will provide training services to no less than **300** new and existing enrolled customers that have been identified as lacking technical or vocational skills needed to obtain employment by providing scholarships to approved training providers. Due to funding limitations, the Grantee will work with the Grantor to develop training options. The Grantee may provide scholarships for training opportunities that are consistent with the Grantor's approved targeted high growth/high waged occupations: **Aviation, Advanced Manufacturing, Healthcare, Transportation and Logistics.**

Consistent with the Grantor's Training Policy, scholarships may be provided for training opportunities outside of approved targeted occupations as approved by the Grantor. The Grantee will leverage short-term training options and/or robust partnerships to ensure participants have a full continuum of training options available. In order to maximize training funds, the Grantee will provide regular inventories of jobseekers that are receiving services to the Grantor for the development of class-sized training options designed to enhance a job seeker's attainment of their career pathway goals.

The Grantee will ensure that all Talent Development staff are trained on the credentials, certifications and experience needed for job seekers to qualify for a position within the chosen career pathway. Using the Grantor's Eligible Training Provider List, Talent Development staff will educate the job seeker on available options, typical time commitment, costs associated with the training, and other critical information in order for the job seeker to make an informed decision. The Grantee will ensure that all required documentation is signed and scanned into the jobseeker's NCWorks profile, along with the appropriate case notes prior to approving training services; as well as expending any awarded funds for training. The Grantee will coordinate work-based learning options through its Talent Employment Solutions staff.

TALENT EMPLOYMENT SOLUTIONS

The Grantee will ensure that a full menu of services is made available to employers within the integrated model to include, but not be limited to:

- Job listings
- Recruiting strategies
- In-center hiring events
- Applicant screening and preparation
- Direct referral to employers of qualified candidates
- On-the-Job Training Services
- Employer follow-up

The Grantee will develop and implement a structured job order validation, candidate matching and preparation, direct referral, and employer follow-up process to ensure that real-time feedback is obtained to better meet local performance outcomes, as well as exceed employer expectations. An integrated Employment Solutions team will be responsible for clearly communicating business needs by ensuring job orders articulate all required qualifications. The Grantee shall ensure that Employment Solutions regularly communicates with Career Center partners and staff, through daily morning huddles and emails, the skills and traits of the ideal candidate, work environment, and other factors critical to a positive match.

On-the-Job Training (OJT) services have been delivered through June 30, 2019 by the Grantor's Business Services Unit but is transitioned to the Grantee effective July 1, 2019. The Grantee agrees to abide by the Grantor's OJT Policy and the NC Department of Commerce OJT Policy, including any future modifications to those policies. The Grantee will provide sufficient staffing to manage an OJT program including general oversight, development of employer contracts, development of individual training outlines, processing of payments to employers and monitoring of OJT worksites. The grantee will provide On-the-Job Training services to no less than **40** customers that have employment skill gaps that may be addressed through participation in this service.

The Grantee will focus on building long-term relationships with employers and provide customized solutions to their needs. In addition to the robust menu of services available at the NCWorks Career Centers, teams will maintain connections with the broad network of employer-serving organizations that can provide services, such as business planning, training, and expansion support. Employment Solutions staff may have access to the Grantor's Customer Relationship Management tool if there is a demonstrated need, as approved by the Grantor.

The Grantee will also ensure that ongoing employer satisfaction surveys are conducted and shared with Grantor on a monthly basis.

FOLLOW-UP SERVICES

The Grantee will provide Follow-up services for at least 12 months after a jobseeker exits services. To demonstrate the effectiveness of the program, during follow-up activities, Grantee will ensure that any additional post-exit information such as employment status, earnings, additional credentials or certifications earned post-exit, and any lateral or promotional movements in the career pathway are recorded in NCWorks. As needed and appropriate, staff will contact employers or educational institutions, use social media and texting, and make use of alternate phone numbers should primary contact information not yield results.

EXHIBIT 2 - BUDGET AND INVOICE

LINE ITEM	2019 BUDGET
A: PERSONNEL EXPENSE including salaries and fringes (# of FTE in parentheses)	
A1 Project Director (1)	\$82,438
A2 Project Accountant (.5)	\$31,000
A3 Program Admin (.5)	\$16,656
A4 Talent Engagement Consultant (4)	\$180,156
A5 Talent Development Consultant (4)	\$202,858
A6 Talent Development Consultant (2) Finish Line Grant	\$90,823
A7 Employer Consultant (4)	\$208,386
A8 Employment Consultant (3)	\$143,326
A: TOTAL PERSONNEL EXPENSE:	\$955,643
B: OPERATIONAL EXPENSE	
B1: Travel	\$4,000
B2: Cell Phones	\$2,000
B3: Office Supplies	\$2,000
B4: Client Supplies (ACT)	\$6,800
B5: Software Licensing Fees	\$3,100
B6: Staff Development Training	\$1,000
B7: Background Checks/Drug Testing	\$200
B8: Dues/Subscriptions	\$750
B9: General Liability Insurance	\$4,325
B10: Payroll Services	\$900
B11: Annual Audit	\$1,200
B: TOTAL OPERATIONAL EXPENSE:	\$26,275
C: PARTICIPANT EXPENSE	
C1: Customer Training (Scholarships)	\$235,000
C2: On the Job Training	\$75,000
C3: Customer Support Services	\$6,000
C: TOTAL PARTICIPANT EXPENSE:	\$316,000
D: TOTAL REIMBURSABLE EXPENSE	\$1,297,918
E: INDIRECT COST (@ 10.33% of personnel and operations expense)	\$101,432
F: PERFORMANCE BASED PROFIT (see Appendix 2)	\$25,500
G: TOTAL NOT TO EXCEED CONTRACT AMOUNT:	\$1,424,850

APPENDIX 1
Locally Defined Performance Measures for July 1, 2019 – June 30, 2020

All Performance Measures			
Outcomes Area	Definition	Success Indicator	Reporting Requirement
New Individualized Career Services Enrollments	Number of <u>new</u> customers enrolled in Individualized Career Services within the current Program Year.	475	NCWorks: Enrollment Report (Adult and Dislocated Workers)
Total Individualized Career Services Enrollments	Number of new and carryover customers participating in Individualized Career Services within the current Program Year.	850	NCWorks: Enrollment Report (Adult and Dislocated Workers)
New Individualized Training Services Enrollments	Number of <u>new</u> customers enrolled in Individualized Training Services within the current Program Year.	175	NCWorks: Services Provided Individual Report (Activity Code 300/310/328)
Total Individualized Training Services Provided	Number of new and carryover customers participating in Individualized Training Services within the current Program Year.	300	NCWorks: Services Provided Individual Report (Activity Code 300/310/328)
On-the Job Training Enrollments	Number of <u>new</u> customers enrolled into On-the-Job Training services.	40	NCWorks: Services Provided Individual Report (Activity Code 301)
Credential Attainment of training participants that completed training	Number of participants that <u>completed training services</u> within the current Program Year that obtained a recognized credential.	150	NCWorks: Credential Attainment report
Placement success for closures that received individualized career and training services	Number of participants that completed and/or exited case managed services within the current Program Year that obtained employment.	375	NCWorks: Case Closure - Employment report
Average Wage at Placement	Average wages earned by participants that completed and/or exited case managed services within the current Program Year.	\$17.00	NCWorks: Case Closure - Employment report

Appendix 2

Performance Based Profit Measures for July 1, 2019 – June 30, 2020

Profit-based Performance Measures			
Outcomes Area	Definition	Maximum Profit (NTE 37,500)	Profit Pay Point
Placement success for closures that received individualized career and training services	Percentage of participants that completed case managed services within the current Program Year that obtained employment.	75% (NTE \$28,125)	Annually
Credential Attainment of training participants that completed training	Percentage of participants that successfully or unsuccessfully <u>completed training services</u> within the current Program Year that obtained a State recognized credential.*	25% (NTE \$9,375)	Annually

Grantee will be awarded profit based upon successfully meeting assigned performance measures, as identified in table above. Profit will be awarded upon Grantor validation of the supporting documentation submitted by the Grantee. If the Grantee does not fully meet the success indicator for the defined outcome area, profit will be awarded at the percentage of achievement up to 75% of achievement. If grantee achieves 74% or below of the success indicator, profit for the respective indicator will not be awarded.

*Denominator for participants that successfully or unsuccessfully completed training services include participants with a 300,310, or 328 service activity with an actual end date between 7/01/2019 and 06/30/2020. Unsuccessful completion includes “unsuccessful completion,” “unknown status,” “dropped out of activity,” “system closed,” or “change in curriculum.”

APPENDIX 3

USDOL Common Measures for Program Year 2019-2020

Guilford County WDB

The performance measures below are those in effect for the PY2019-2020 Grantor Local Area.

Measure	Performance Objective
Adult Entered Employment	73.0%
Adult Retention	75.0%
Adult Six month Earnings	\$5,000
Adult Credential Attainment	62.0%
Dislocated Worker Entered Employment	80.5%
Dislocated Worker Retention	80.0%
Dislocated Worker Six month Earnings	\$6,900
Dislocated Worker Credential Attainment	61.5%

NCWorks Commission Measures for Program Year 2019-20

Guilford County WDB

As per the Workforce Innovation and Opportunity Act (WIOA) section 116 and NC General Statute 143B-438.10, the NCWorks Commission is responsible for developing performance accountability measures for local workforce development boards. The NCWorks Commission developed these measures in consultation with the local workforce development board directors and chairs to complement the WIOA federal primary indicators of performance for adult and youth training and employment. Measuring the performance of local workforce development boards will provide all job seekers, workers, and businesses with high quality career, training and supportive services that they need to succeed. Reviewing and managing the performance measures will establish future opportunities for change and continuous improvement.

Outreach & Engagement

1. Provide staff-assisted services to a percentage of the labor force that is equal to or larger than the annual unemployment rate for the local workforce development board (WDB) area.**
2. Provide a staff-assisted service to at least 5% of all private businesses in the counties served by the local WDB.
3. At least 10% of all private businesses receiving staff-assisted services will be new customers.
4. At least 25% of all private businesses receiving staff-assisted services will be small businesses (<100 employees).

Skills Gap

5. Provide training (classroom, on-the-job, and/or standardized training) services to at least 5% of adult participants.**

NCWorks Commission

DETERMINATION OF REASONABLENESS OF PROFIT

Assign an overall rating of low, medium, or high to each criterion, after analyzing each of the elements.

- A **Low** rating indicates a low level of effort; low profit justified.
- A **Medium** rating indicates an ordinary effort, *e.g.*, a standard curriculum, some assistance in program delivery, etc.; medium level of profit justified.
- A **High** rating indicates an extraordinary level of effort will be needed for program delivery, *e.g.*, innovative program, strong service to groups with barriers, etc.; high profit justified.

OFFEROR RESCARE Overall Rating High
Rating completed by: MATT JEFFREYS Date: 7/9/2019

1. **Complexity of Work** Low _____ Medium _____ High ✓

Will the offeror be responsible for the full range of services for program participants, *i.e.*, recruitment, certification, assessment, case management, training, placement, follow-up through retention?

Yes ✓ No _____ Somewhat _____

Will the offeror provide multiple training through several components, *i.e.*, basic skills, pre-employment skills, vocational skills, work-based training, job search?

Yes ✓ No _____ Somewhat _____

Will the training be in higher skills, and will the offeror be required to serve a high number of individuals with multiple barriers?

Yes ✓ No _____ Somewhat _____

Will the offeror be expected to achieve a high level of coordination in providing training or services?

Yes ✓ No _____ Somewhat _____

Will the offeror be required to have an accounting system capability to make direct participant payments or reimburse employers directly?

Yes ☒ No ☐ Somewhat ☐

2. **Contract Risk**

Low ☐ Medium ☐ High ☒

Will the offeror be reimbursed for all expenses incurred in program delivery?

Yes ☒ No ☐ Somewhat ☐

Is the program design new and/or innovative?

Yes ☒ No ☐ Somewhat ☐

Will the offeror be required to achieve multiple program outcomes?

Yes ☒ No ☐ Somewhat ☐

Is a high level of service required to hard to serve groups?

Yes ☒ No ☐ Somewhat ☐

Are placement and retention goals high?

Yes ☒ No ☐ Somewhat ☐

3. **Contractor Investment**

Low ☐ Medium ☐ High ☒

Was the offeror required to develop an innovative, complex program design?

Yes ☒ No ☐ Somewhat ☐

Will the offeror be responsible for managing services at multiple sites?

Yes ☒ No ☐ Somewhat ☐

Will the complexity of the program require complex accounting and participant recordkeeping?

Yes ☒ No ☐ Somewhat ☐

Will costs be reimbursed on a regular basis, or payments for performance made intermittently?

Yes ☒ No ☐ Somewhat ☐

4. **Subcontracting** Low ☒ Medium ☐ High ☐

Will the offeror rely on subcontracts for program delivery?

Yes ☐ No ☒ Somewhat ☐

Could the level of subcontracting impact negatively the offeror's performance, *i.e.*:

- If OJT or customized training, the employer commits to hire prior to subcontracting; therefore, any negative impact would more likely be related to the offeror's inability to counsel and motivate the participant.
- If other types of training are subcontracted, with the offeror responsible for placement, poor training could negatively impact the offeror's ability to place the participant.
- If only support services are contracted, they would bear no impact on performance.

Yes ☐ No ☒ Somewhat ☐

5. **Past Performance** Low ☐ Medium ☒ High ☐

Past performance should be rated in terms of rewarding high performance with higher profit.

Give a **High** rating if in the previous year the offeror achieved all performance goals at a level of 90% - 100%.

Give a **Medium** rating if in the previous year the offeror achieved all performance goals at a level of 80% - 89%.

Give a **Low** rating if in the previous program year the offeror achieved only 70% - 79% of its performance goals.

If in the previous program year the offeror achieved less than 70% of its performance goals, its past performance should be considered unsatisfactory and negative consideration given to this criterion in determining reasonableness of profit/program income.

If the offeror did not have a contract in the previous program year, the lack of rating for this criterion should not negatively impact the determination of reasonable profit.

6. **Industry Profit Rates**

Typically 6-10%. As highlighted below, a high rating would be applied here. 2% is the negotiated rate (explained below).

7. **Market Conditions**

ResCare asked for a profit of less than 2% of its budget to ensure it could maintain all of the operating costs necessary to run their program effectively.

After a consideration of the aforementioned criteria, the rating schedule below will be used to determine a reasonable level of profit.

- **LOW** Rating: A profit equal to 3% - 5% of proposed operating costs is considered reasonable.
- **MEDIUM** Rating: A profit equal to 6% - 8% of proposed operating costs is considered reasonable.
- **HIGH** Rating: A profit equal to 9% - 12% of proposed operating costs is considered reasonable.

Jeffreys, Matt

From: Lynn Hamilton <lynnhamilton@rescare.com>
Sent: Monday, September 23, 2019 10:17 AM
To: Jeffreys, Matt
Cc: Rivera, Chris
Subject: FW: Contract Update
Attachments: E-Verify, Iran Divestment, and Companies Boycotting Israel Addendum.docx; Assurances.docx

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the “**Phishing Alert**” button.

Matt:

Arbor E&T, LLC dba ResCare Workforce Services is in agreement with the attached addendum and assurances. Please let me know if something further is needed.

Thanks,
Lynn

Lynn Hamilton
Regional Director | ResCare Workforce Services
772-201-1776 | LynnHamilton@rescare.com

Work Smart. Do Good. Get Better! – [Submit a Fresh Idea here](#)



From: Jeffreys, Matt <Matt.Jeffreys@greensboro-nc.gov>
Sent: Wednesday, September 18, 2019 11:17 AM
To: Lynn Hamilton <lynnhamilton@rescare.com>
Cc: Rivera, Chris <Chris.Rivera@greensboro-nc.gov>
Subject: Contract Update

CAUTION: External email.

We have routed ResCare’s contract, and our legal department has some modifications needed. They have advised that there is a new attachment to address e-verify, iran divestment, and non-israel divestment that must be part of contracts going forward. If you can provide ResCare’s assent with these clauses via email, that will be sufficient for this year. We are looking at whether the federal clauses included in your original contract must be part of modifications as well – just in case, I have attached those here and need assent for those. Let me know if you have any questions. -Matt

Matt Jeffreys, Administrative Manager

Office of Workforce Development
City of Greensboro
Phone: 336-373-3036; Fax: 336-373-5840
NCWorks Career Center - Greensboro
2301 W Meadowview Rd., Greensboro, NC, 27407
matt.jeffreys@greensboro-nc.gov
www.greensboro-nc.gov
www.ncworks.gov

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**E-VERIFY, IRAN DIVESTMENT, and DIVESTMENT OF COMPANIES
BOYCOTTING ISRAEL ADDENDUM**

E-Verify

The Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

Iran Divestment Certification

As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147- 86.55 *et. seq.* and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

Divestment from Companies Boycotting Israel Certification

As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

It is expressly agreed by the parties that this Addendum is supplemental to which this Addendum is attached, and all terms, conditions, and provisions of the original Agreement apply to this Addendum and are made a part hereof as though expressly rewritten, incorporated, and included herein. In the event of any conflict, inconsistency, or incongruity between the provisions of this Addendum and any of the provisions of the original Agreement or previous addendums, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the _____ day of _____, 201__.

IV. GENERAL ASSURANCES

In order to receive funding under the Workforce Innovation and Opportunity Act (WIOA), the following program requirements, and restrictions must be adhered to. In as such, GRANTEE certifies to the following statements:

1. Certifies that no funds are used to develop or implement education curricula for school systems in the state.
2. Certifies that funding for activities that involve sectarian activities have been prohibited.
3. Certifies that individuals in on-the-job training or individuals employed in activities under WIOA shall be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills.
4. Certifies that procedures to prohibit the displacement of current workers, the impairment of existing contracts for services or collective bargaining agreements, the replacement of laid-off workers and the infringement on promotional opportunities of current workers exist.
5. Certifies that working participants are covered by workmen's compensation or other insurance, where applicable.
6. Certifies that provisions have been made that all individuals in programs shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working in similar length of time and doing the same type of work.
7. Certifies that provisions have been made to ensure that no funds are being used to assist, promote, or deter union organizing.
8. Certifies that provisions have been made to prohibit the use of funds to encourage or induce relocation of a business. No funds provided under this title shall be used or proposed for use to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is in the United States.
9. Certifies that provisions have been made to prohibit the use of funds for customized or skill training and related activities after the relocation of a business until after 120 days.
10. Certifies that provisions have been made to prohibit the use of funds for employment-generating activities, economic development activities and similar activities that are not

directly related to training for eligible individuals; and no funds may be used for foreign travel.

11. Certifies that provisions been made to prohibit any discrimination based on: (a) age, disability, race, color, national origin, or sex; (b) participation in a program or activities that receive funds under this title; (c) certain non-citizens.
12. Certifies that provisions have been made to ensure that funds are not used to duplicate services available in the area.
13. Certifies that provisions have been made to ensure that participants are not being charged fees for placement or referral.
14. Certifies that provisions have been made to ensure that no financial assistance is provided to any program that involves political activities.
15. Certifies that provisions have been made that ensure that participants are aware of grievance procedures.
16. Certifies that the GRANTOR, the NC Department of Commerce, and/or the US Department of Labor retains unlimited rights to any data first produced or delivered under this agreement including agreements which involve the use/development of computer programs/ applications, or the maintenance of databases or other computer data processing programs, including the input of data, as well as copyrights for any copyrighted materials developed as a result of this agreement.
17. Certifies that the contractor will abide by the WIOA Act, regulations, and applicable business licensing, taxation and insurance requirements.

V. OTHER REQUIRED ASSURANCES AND CERTIFICATIONS

The GRANTOR will not award a grant where the GRANTEE has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the GRANTEE hereby certifies and assures that it will fully comply with the following:

- A. Assurances - Non-Construction Programs (SF 424 B)**
- B. Certification Regarding Debarment and Suspension.. (29 CFR Part 98)**
- C. Certification Regarding Lobbying (29 CFR Part 93)**
- D. Drug Free Workplace Certification (29 CFR Part 98)**
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37),
as applicable**

By signing this agreement, the GRANTEE is providing the assurances and/or certifications required under the above citations as detailed below:

A. ASSURANCES - NON-CONSTRUCTION PROGRAMS. NOTE: Certain of these Assurances may not be applicable to this project or program.

The GRANTEE certifies that it:

1. Has the legal authority to apply for Federal Assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4783) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not

limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and

(h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a.1 et seq.)

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations.”

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 19160-19211). The Instructions for Certification are an integral part of the certification.

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

INSTRUCTIONS FOR CERTIFICATION – LOWER TIER TRANSACTIONS

1. By signing and submitting this agreement, the prospective recipient of Federal assistance funds is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies, including suspension and/or debarment, this transaction may be terminated.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is submitted if, at any time, the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “agreement,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred or proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the grantor agency.
6. The prospective recipient of Federal assistance funds further agrees by submitting this agreement that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred or proposed for debarment, suspended, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. The participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs. [<http://epls.arnet.gov>]
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred or proposed for debarment, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, this transaction may be terminated.

C. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - A. The dangers of drug abuse in the workplace;
 - B. The grantee's policy of maintaining a drug-free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
 4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - A. Abide by the terms of the statement; and
 - B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
4. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4)(B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
5. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (B), with respect to any employee who is so convicted:
 - A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as

amended; or

B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local Health, law enforcement, or other appropriate agency;

6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop delivery system (See 29 CFR 37.2).

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the GRANTEE assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States 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 United States or participation in any WIA Title I B financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I B financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title IB financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.