**Northeastern Workforce Development Board (NWDB)**

**P.O. Box 737, 26 Franklin Street, Bangor, ME 04402-0737 (207-992-0770)**

**AGREEMENT TO PURCHASE SERVICES**

**ONE STOP OPERATOR (OSO) CONSORTIUM- AWARD AGREEMENT**

**Eastern Maine Development Corporation (EMDC), Aroostook County Action Program (ACAP), and RSU 39, Eastern Aroostook Adult and Community Education**

THIS AGREEMENT/AWARD, made **this 6th day of July** **2017**, is by and between the Northeastern Workforce Development Board and the County of Penobscot located at 97 Hammond St, Bangor ME 04401, telephone number (207) 942-8535, hereinafter called the NWDB and EMDC, ACAP and RSU 39 hereinafter called the “OSO Consortium”, for the period of **July 6, 2016** to **July 1, 2018**.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **One Stop Operator Consortium, EMDC, ACAP, and RSU 39** **agrees** with the NWDB to furnish all qualified personnel, materials and services and in consultation with the NWDB, to perform the OSO services, study, reports or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be performed

Rider B - Payment and Other Provisions

Rider C - Additional Requirements

Rider D - Line Item Budget

Rider E- Project Timeline

Rider F – Identification of Country in Which Contracted Work Will Be Performed

IN WITNESS WHEREOF, the NWDB and the One Stop Operator Consortium, EMDC, ACAP and RSU 39 by their representatives duly authorized, have executed this agreement in 5 **original copies**.

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

Joanna Russell, Executive Director Daniel Tremble, County Treasurer

Northeastern Workforce Development Board County of Penobscot (Fiscal Agent)

By: \_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Michael Aube, President & CEO Jason Parent, Executive Director

Eastern Maine Development Corporation (EMDC) Aroostook County Action Program (ACAP)

OSO Consortium- Partner OSO Consortium- Partner

By: \_

Danny MacDonald, Director

RSU 39, Eastern Aroostook Adult Community and Education

OSO Consortium- Partner

**Total Annual Agreement Amount: $ 10,000.00**

**REFERENCES**

* **WIOA sec. 3(41)** defines one-stop operator as one or more entities designated or certified under **WIOA sec. 121(d).** Such designation or certification must be selected through a competitive process. The one-stop operator must be an entity (public, private, or nonprofit) or a consortium of entities that, at a minimum, includes three or more of the required one-stop partners of demonstrated effectiveness, located in the Local Area. Entities selected and serving as one-stop operators are sub recipients of a Federal award and thus are required to follow the Uniform Guidance.
* Workforce Innovation and Opportunity Act (“DOL WIOA Final Rule”), at 81 FR 56072. August 19, 2016.
* WIOA Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions (“WIOA Joint Final Rule”), at 81 FR 55791. August 19, 2016.
* Office of Management and Budget (OMB) CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule. December 26, 2013.
* The Information Collection Request (ICR) Control Number 1205-0461 for the ETA-9130 form supports WIOA sec. 184(c), 184(d), and 185 and 2 CFR parts 200 and 2900. WIOA sec. 185(a)(1) requires “recipients of funds under this title… keep records that are sufficient to permit the preparation of reports required by this title and to permit the tracing of funds to a level of expenditures adequate to ensure that the funds have not been spent unlawfully.”
* Consistent with WIOA sec. 121(d)(4)(C), all non-Federal entities, including Indian Tribes, nonprofit organizations, educational institutions that are not the State, community-based organizations, and other entities, must adhere to the Uniform Guidance at 2 CFR part 200, including any requirements identified by the Department under 2 CFR part 2900, when acting as a one-stop operator.
* **§ 678.620 (a)** At a minimum, the one-stop operator must coordinate the service delivery of required [one-stop partners](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=538c8055649f431df1e297038b1638b7&term_occur=1&term_src=Title:20:Chapter:V:Part:678:Subpart:D:678.620) and OSO consortiums. [Local WDBs](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=6f668ef49abc1e8a3f0f1f93f7a15a8a&term_occur=1&term_src=Title:20:Chapter:V:Part:678:Subpart:D:678.620) may establish additional roles of one-stop operator, including, but not limited to: Coordinating OSO consortiums across the [one-stop delivery system](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=a1bcf4986cf9564a1ae1181a062880f4&term_occur=1&term_src=Title:20:Chapter:V:Part:678:Subpart:D:678.620), being the primary provider of services within the center, providing some of the services within the center, or coordinating service delivery in a multi-center area, which may include affiliated sites. The competition for a one-stop operator must clearly articulate the role of the one-stop operator.
* **(b) (1)** Subject to [paragraph (b)(2)](https://www.law.cornell.edu/cfr/text/20/678.620#b_2) of this section, a one-stop operator may not perform the following functions: Convene system stakeholders to assist in the development of the local plan; prepare and submit local plans (as required under sec. 107 of WIOA); be responsible for oversight of itself; manage or significantly participate in the competitive selection process for one-stop operators; select or terminate one-stop operators, [career services](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=b82aa7c2a178390bf0b7fa658a061912&term_occur=1&term_src=Title:20:Chapter:V:Part:678:Subpart:D:678.620), and youth providers; negotiate local performance accountability measures; or develop and submit budget for activities of the [Local WDB](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=6f668ef49abc1e8a3f0f1f93f7a15a8a&term_occur=2&term_src=Title:20:Chapter:V:Part:678:Subpart:D:678.620) in the local area.
* **b (2)** An entity serving as a one-stop operator, that also serves a different role within the [one-stop delivery system](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=a1bcf4986cf9564a1ae1181a062880f4&term_occur=2&term_src=Title:20:Chapter:V:Part:678:Subpart:D:678.620), may perform some or all of these functions when it is [acting](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=8cb7216f9b45246038044c85ebd2d46d&term_occur=1&term_src=Title:20:Chapter:V:Part:678:Subpart:D:678.620) in its other role, if it has established sufficient firewalls and conflict of interest policies and procedures. The policies and procedures must conform to the specifications in [§ 679.430](https://www.law.cornell.edu/cfr/text/20/679.430) of this chapter for demonstrating internal controls and preventing conflict of interest.

**FUNDS/PROJECT DESCRIPTION**

WIOA supports system-wide collaboration that aligns workforce development activities and resources with larger regional economic development areas and available resources, to provide coordinated and efficient services to job seekers and employers.

The workforce services described in this agreement and to be provided throughout the five counties including Penobscot, Piscataquis, Hancock, Aroostook and Washington shall be in accordance with the Workforce Innovation and Opportunity Act (WIOA), enacted July 22, 2014. As the first legislative reform of the public workforce system in more than 15 years, WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA authorizes the Job Corps, Youth Build, and Migrant and Seasonal Farmworker programs, in addition to the core programs. WIOA is designed to strengthen and improve our nation’s public workforce system and help put Americans back to work.

To that end, the Northeastern Workforce Development Board (NWDB) hereby agrees to employ EMDC, ACAP, and RSU 39 as the NWDB OSO Consortium. EMDC, ACAP, and RSU 39 agrees to serve as the OSO Consortium in Aroostook, Washington, Penobscot, Piscataquis, and Hancock counties located in the State of Maine. Decisions will be made jointly among the three consortium partners on behalf of all five Counties.

**RIDER A**

**Specifications of Work to be performed**

The One Stop Operator (OSO) Consortium will be responsible for coordinating the One Stop Partners to integrate services, gather information, share resources and assure access to the **One Stop CareerCenter Offices** (A One Stop CareerCenter houses WIOA Title 1, Wagner Peyser, and VR) and are located in Machias and Bangor. The OSO consortium will conduct the scope of work described in this Agreement. The OSO consortium will recruit support from the NWDB staff as a strategy to save time and assure successful completion of the tasks described in this Agreement. The NWDB does not see the OSO as a full-time position but a support to the already existing One Stop Partners and existing activities within the five counties. The OSO consortium will be expected to convene and inform the mandatory partners in order to successfully administer the One Stop Partner MOU. The Operator will track and report to the board on the progress of service delivery integration and administration of the One Stop Partner MOU. The OSO consortium will coordinate existing services to provide a broad range of resources and services to meet the needs of businesses and employers through a high-quality business services. The engagement strategy should deploy a variety of ways to utilize and deploy existing resources and services to all extension sites in the five counties (i.e. the use of technology like Zoom and Dropbox) and to encourage and receive WIOA partner input, including in-person interviews and focus groups.

Although the NWDB will not be providing the OSO services, the NWDB may assist by providing workshops, seminars, and informational sessions to the partners including businesses and job seekers. Execution of these workshops, seminars, and informational sessions will be developed by the OSO consortium. The NWDB will provide leadership, guidance, professional development, technical assistance, monitoring and any other activities to support the OSO consortium.

**The OSO consortium, will be responsible for:**

* Coordinating in partnership with the NWDB staff the one-stop delivery system integration ensuring the engagement of all required WIOA partners. The OSO consortium will increase use of all required services and assure that they are accessible and being effectively delivered in the local area
* Ensure universal access to career and training services
* Provide data, information, and analysis of appropriate labor market data to local partners
* Retain, support and establish relationships and networks with large and small employers and their intermediaries. Use partners and other community based organization to boost and build the system and support the one stop
* Assist in the development, writing and execution of the One Stop Partners (OSP) Memorandum of Understanding (MOU)
* Collect and report on shared cost within the one stop career centers and using the report template provided by the NWDB report to the NWDB quarterly.

**Duties will include:**

1. In collaboration with the NWDB staff develop, plan and facilitate One Stop Partner meetings.
2. Through consensus at One Stop Partner meetings establish regular method of communications with all partners and front-line staff, i.e. Zoom, Dropbox etc.
3. Develop meeting agendas in consultation with the NWDB staff.
4. In collaboration with the NWDB and One Stop Partners, develop the One Stop CareerCenter certification process. The NWDB staff on behalf of the NWDB will evaluate the two One Stop CareerCenters to determine certification.
5. Convene the One Stop Partners (OSP) as many times as needed to complete the OSP MOU.
6. Develop supporting committees to assure completion of tasks
7. In collaboration with the OSP’s, recommend policy changes and activities to ensure continuous improvement.
8. Notify the NWDB of any service or resource needs within the five counties.
9. Assure that basic services are available and operable: technology, resource equipment, phones, etc.
10. Provide reports to the NWDB quarterly.

**Consortium partners will be expected to:**

* Review and understand the existing NWDB Strategic Plan found at <http://www.northeasternwdb.org/resources/strategic-planning/>
* Design, in collaboration with NWDB staff, a multifaceted approach to ensure broad, authentic stakeholder engagement in the development and integration of service delivery at the **One Stop Career Centers as well as all extension sites located in the five counties.** The OSO will provide supportive services to all extension sites in the five counties and will encourage and receive WIOA partner input, including in-person interviews and focus groups.

**RIDER B**

**PAYMENT AND OTHER PROVISIONS**

1. **AGREEMENT AMOUNT $10,000.00**

2. **INVOICES AND PAYMENTS** The NWDB will pay the OSO Consortium (EMDC, ACAP, and RSU 39) as follows: Payments are subject to the OSO Consortium's compliance with all items set forth in this Agreement and subject to the availability of funds. The NWDB will process approved payments within 30 days. OSO consortium must submit invoices to the Northeastern Workforce Development Board, 26 Franklin Street, P.O. Box 767, Bangor, ME 04401-0767 in quarterly phases or once a year at the end of the program year. All payments will be made after services have been rendered or after each quarterly report has been submitted.

3. **BENEFITS AND DEDUCTIONS** If the OSO consortium is an individual, the individual understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the NWDB, 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 OSO consortium 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 County of Penobscot with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the individual for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the OSO consortium, and any agents and employees of the OSO consortium shall act in the capacity of an independent contractor and not as officers or employees or agents of the NWDB.

5. **NWDB'S REPRESENTATIVE** The Agreement Administrator shall be the NWDB'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 NWDB when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the OSO consortium, subject to the approval of the Commissioners of the NWDB.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the OSO consortium shall be submitted to:

Name/Title: **Joanna Russell, Executive Director**

Phone: **207-992-0770 Cell: 207-951-2549**

Address: **P.O. Box 737, Bangor, ME 04402-0737**

Email: [**Jrussell@NortheasternWDB.org**](mailto:Jrussell@NortheasternWDB.org)

who is designated as the Agreement Administrator on behalf of the NWDB for this Agreement, except where specified otherwise in this Agreement.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER** The OSO consortium shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the OSO consortium of its liability under this Agreement.

8. **WARRANTY** The OSO consortium 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 the OSO consortium, 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 NWDB 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.

9. **TERMINATION** The performance of work under the Agreement may be terminated by the NWDB in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the NWDB. Any such termination shall be effected by delivery to the OSO consortium 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.

10. **GOVERNMENTAL REQUIREMENTS** The OSO consortium warrants and represents that it will comply with all governmental ordinances, laws and regulations.

11. **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 NWDB regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The OSO consortium consents to personal jurisdiction in the State of Maine.

12. **NWDB HELD HARMLESS** The OSO consortium agrees to indemnify, defend and save harmless the NWDB, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as “claims”) resulting from or arising out of the performance of this Agreement by the OSO consortium, its 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 NWDB’s negligence or unlawful act, or (ii) action by the OSO consortium taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the NWDB in accordance with this Agreement.

13. **NOTICE OF CLAIMS** The OSO consortium 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 the OSO consortium 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.

14. **APPROVAL** This Agreement must have the approval of the NWDB’s Executive Director and the County of Penobscot before it can be considered a valid, enforceable document.

15. **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.

16. **FORCE MAJEURE** The NWDB may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party 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. *The NWDB may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.*

17. **ENTIRE AGREEMENT** This document 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. 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 Agreement, or to exercise an option or election under the Agreement, 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 Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

**RIDER C**

**ADDITIONAL REQUIREMENTS**

1. **Order of Precedence:**

The terms and conditions of this agreement and other requirements have the following order of precedence if there is any conflict in what they require. (1) Workforce Innovation and Opportunity Act of 2014; (2) Public Law 114-113: Consolidated and Further Continuing Appropriations Act of 2016; (3) other applicable Federal statutes and their implementing regulations; and (4) terms and conditions of this OSO consortium award agreement.

1. **Approved Budget:**

The OSO consortium budget is attached as Rider D to this award. The OSO consortium must confirm that all costs using these funds are allowable before expenditure.

1. **FUNDING RESTRICTIONS: Consultants**

For the purpose of this award agreement, fees paid to any one consultant shall not exceed the Executive II Salary - $185,100 without NWDB approval. That’s an hourly rate of $88.99/hour which would be $712 for an 8-hour day.

1. **Pre-Award:**

All costs incurred by the OSO consortium prior to the start date specified in this agreement are ***incurred at the OSO consortium’s own expense.***

1. **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: 1) the copyright in all products developed under Federal grants, including a subgrant or contract under the grant or subgrant.; and 2) any rights of the copyright to which the recipient, OSO consortium 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 USDOL has a license or rights of free use in such work, although they may be used to pay for costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income must be used in accordance with the provisions of this 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 produce was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The U.S. Department of Labor makes no guarantees, warrantees, 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 and its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.”***

1. **FEDERAL NONDISCRIMINATION REQUIREMENTS:**

As a condition of Title I of the Workforce Innovation and Opportunity Act, the OSO consortium assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following:

1. 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.
2. Title V of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis for race, color or 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;
5. Title IX of the Education Amendments Act of 1972, as amended which prohibits discrimination on the basis of sex in educational programs;
6. 29 CFR Part 37 and all other regulations implementing the laws cited above. This assurance applies to the OSO consortium’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. The OSO consortium understands that the USDOL has the right to seek judicial enforcement of this assurance; and
7. TEGL 37-14 guidance on nondiscrimination based on Sexual Orientation or Gender Identity.

**RIDER D**

**BUDGET**

**RIDER E**

**Identification of Country in which Work will be Performed**

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

**United States. Please identify state: ME**

**Other. Please identify country:**

Notification of Changes to the Information

The OSO consortium agrees to notify the Division of Purchases of any changes to the information provided above.