

STANDARD CONTRACT

Contract Number: KC-223-23

Contractor: Washington State Employment Security Department

Amount: \$728,337

Contract Term: July 1, 2023 – June 30, 2024

CFDA #: 17.258, 17.278

Purpose: Provides employment and training services to Adults and Dislocated Workers in Clallam, Jefferson, and Kitsap Counties.

This contract is made between Washington State Employment Security Department (hereinafter referred to as “Contractor”) and the Olympic Consortium (hereinafter referred to as “Consortium”). This notification of contract, including all material incorporated by reference, contains all terms and conditions agreed to by the parties hereto. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. The Kitsap County Department of Human Services shall act as administrator of the contract on behalf of Kitsap County. Kitsap County will act as agent for the Olympic Consortium.

The rights and obligations of the parties shall be subject to and governed by the terms and conditions contained herein and by the Work Statement, General Agreement, Special Terms and Conditions, and the Budget. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) General Agreement; (2) Special Terms and Conditions; (3) Work Statement; (4) Budget.

As evidenced by signatures hereon, the parties accept the terms and conditions of this contract.

This contract is effective July 1, 2023 _____.

**FOR THE CONSORTIUM
KITSAP COUNTY BOARD OF
COMMISSIONERS, Its Administrative
Entity**

Charlotte Garrido
CHARLOTTE GARRIDO, Chair

VACANT
District 1 Commissioner

Katherine T. Walters
KATHERINE T. WALTERS,
Commissioner

6/12/2023
DATE

ATTEST
Dana Daniels
Dana Daniels, Clerk of the Board

CONTRACTOR:

DocuSigned by:
Jessica Barr
8500AEG0A06AF457...

Name: JESSICA BARR
Title: REGIONAL DIRECTOR

I attest that I have the authority to sign
this contract on behalf of Washington
State Employment Security
Department.

DATE



GENERAL AGREEMENT

SECTION I. CONTRACTOR REQUIREMENTS

Contractor agrees to perform the services as set forth in the Statement of Work, Attachment B, as attached herein.

A. Authority

Contractor possesses legal authority to apply for the funds covered under this contract.

B. Assignment/ Subcontract

1. Contractor shall not assign its rights and/or duties under this contract without the prior written consent of the Consortium.
2. Contractor shall obtain written approval from the Contract Administrator, provided, however, that approval shall not be unreasonably withheld, prior to entering into any subcontract for the performance of any services contemplated by this contract.
 - a. In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor compliance with applicable terms and conditions of this contract.
 - b. In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor compliance with all applicable law.
 - c. In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor provision of insurance coverage for its activities.

C. Limitations on Payments

1. Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
2. Contractor shall pay no more than reasonable market value for equipment and/or supplies.
3. Any cost incurred by Contractor over and above the year-end sums set out in the budgets shall be at Contractor's sole risk and expense.

D. Compliance with Laws

1. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.
2. Contractor shall comply with all applicable County ordinances and State statutes.
3. Contractor shall comply with applicable State of Washington and County policies and procedures.
4. Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, marital status, religion, sex, national origin, political affiliation or belief, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability; provided, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of his or her employment position, even with reasonable

accommodation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship.

E. Indemnification

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

F. Insurance and Bonding

1. Contractor shall not commence work under this contract until all insurance required under this contract has been obtained, and proof of certificate of insurance or self-insurance has been provided to the Kitsap County Human Services Department and approved by the County's Risk Manager. Specific criteria for insurance are set forth as follows:
 - a. Commercial General Liability
The Contractor shall have Commercial General Liability Insurance with limits of not less than Combined Bodily Injury/Property Damage Liability of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - b. Automobile Liability
The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injured and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.
 - c. Bonds
The amount of bonding coverage shall be equal to the highest monthly total advancement received during the past twelve months not to exceed \$100,000. For new Contractors, the bonding amount will be set at the highest advance through check or draw down planned for the present grant year.
2. Coverage shall contain general requirements or endorsements as follows:
 - a. Kitsap County, Jefferson County, Clallam County, and the Consortium is named as an additional insured as respects this contract and such insurance as is carried by Contractor is primary over any insurance carried by the Consortium. Evidence of said liability insurance shall be presented to the Consortium at least 10 days prior to execution of this contract.
 - b. In the event of nonrenewal, cancellation or material change in the coverage provided, thirty (30) days written notice will be furnished to the Consortium prior to the date of cancellation, nonrenewal or change; such notice shall be sent to:

Alissa Durkin
Kitsap County Department of Human Services
614 Division St. MS-23
Port Orchard, WA 98366-4676

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

- c. Consortium has no obligation to report occurrences unless a claim is filed with the Board of Kitsap County Commissioners; and Consortium has no obligation to pay premiums.
- d. The Contractor's insurance policies contain a "Cross Liability" endorsement substantially as follows:

The inclusion of more than one Insured under this policy shall not affect the rights of any Insured as respects any claim, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

- 3. The Contractor shall ensure that every officer, director, agent or employee who handles funds or other financial assistance received under this Contract is bonded to provide protection against loss by reason of fraud or dishonesty on such person's part directly or through conspiracy with others. The County will be named as beneficiary or additional insured as respects insured's funding on the fidelity bond, self-insurance excepted. The State of Washington provides a Public Employees Blanket Dishonesty Bond pursuant to RCW 43.19.1915.

Compliance with all insurance and bonding requirements must be demonstrated before execution of this contract between the County and the Contractor.

- 4. Workers' Compensation and Employer Liability. The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Human Services Department, for submission to the County's Risk Management Division. If the contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.

G. Conflict of Interest

Contractor agrees to avoid organizational conflict of interest and the Contractor's employees will avoid personal conflict of interest and the appearance of conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

H. Documentation

- 1. Contractor shall maintain readily accessible records and documents sufficient to provide an audit trail needed by the Consortium to identify the receipt and expenditure of funds under this contract, and to keep on record all source documents such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.
- 2. The Contractor is required to maintain property record cards and property identification tabs as may be directed by Consortium codes and changes thereto. This applies only to property purchased from funds under this contract

specifically designated for such purchases. Ownership of equipment purchased with funds under this contract so designated for purchase shall rest in the Consortium and such equipment shall be so identified.

3. The Contractor shall provide a detailed record of all sources of income for any programs it operates pursuant to this contract, including state grants, fees, donations, federal funds and others for funds outlined in appropriate addenda. Expenditure of all funds payable under this contract must be in accordance with approved Statement of Work.
4. The Consortium shall have the right to review the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the Consortium Board, or their respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by Consortium agents or employees, inspection of all records or other materials which the Consortium deems pertinent to the contract and its performance, except those deemed confidential by law.
5. All property and patent rights, including publication rights, and other documentation, including machine-readable media, produced by the Contractor in connection with the work provided for under this contract shall vest in the Consortium. The Contractor shall not publish any of the results of the contract work without the advance written permission of the Consortium. Such material will be delivered to the Consortium upon request.

SECTION II. CONSORTIUM REQUIREMENTS

Payments

- Subject to availability of funds, payment under this contract shall not exceed the total amount set forth in the budget.
- Consortium will make payments within 30 days of the receipt of correctly completed documentation for those services described in this contract.
- Payments shall not be construed as a waiver of the Consortium's right to challenge the level of Contractor's performance under this contract and to seek appropriate legal remedies.

SECTION III. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor relationship will be created by this contract. The Consortium is interested only in the results to be achieved, and the conduct and control of the services will lie solely with the Contractor. No agent, employee, servant, or a contractor shall be, or deemed to be, and employee, servant, or otherwise of the Consortium or Kitsap County for any purpose; and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees. It is understood that the Consortium does not agree to use Contractor exclusively. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract.

In the performance of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, Consortium being interested only in the results obtained. However, the work contemplated

herein must meet the approval of the Consortium and shall be subject to Consortium's general right of inspection and supervision to secure the satisfactory completion thereof.

In the event that any of the Contractor's employees, agents, servants or otherwise, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this contract or indicate said employees, agents or servants unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measures to prevent said employee, agent or servant from performing or providing any of the services as called for within.

SECTION IV. MODIFICATION

No change, addition or erasure of any portion of this contract shall be valid or binding upon either party. There shall be no modification of this contract, except in writing, executed with the same formalities as this present instrument. Either party may request that the contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of this contract. Such circumstances must have a substantial and material impact upon the performance projected under this contract and must be outside of the control of either party.

SECTION V. TERMINATION

A. Failure to Perform

This contract may be terminated, in whole, or in part, without limiting remedies, by either party to this contract if the other party materially fails to perform in accordance with the terms of the contract. In this event, the aggrieved party shall deliver ten (10) working days advance written notification to the other party specifying the performance failure and the intent to terminate.

B. Without Cause

Either party to this contract may elect to terminate the contract without cause by delivering a thirty (30) day written notice of intent to terminate to the other party.

C. Funding

The Consortium may unilaterally terminate or negotiate modification of this contract at any time if its federal, or state grants are suspended, reduced, or terminated before or during the contract period, or if federal or state grant terms and regulations change significantly. In the event of early contract termination initiated by either party for whatever reason, the Contractor is only entitled to costs incurred prior to the time of contract termination.

SECTION VI. LEGAL REMEDIES

Nothing in this contract shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this contract. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

SECTION VII. VENUE AND CHOICE OF LAW

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the court of the State of Washington, County of Kitsap. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

SECTION VIII. WAIVER

No officer, employee, agent, or otherwise of Consortium has the power, right, or authority to waive any of the conditions or provisions of this contract. No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. The failure of the Consortium to enforce at any time any of the provisions of this contract, or to require at any time performance by Contractor of any provisions hereof, shall in no way be construed to be a waiver of such provisions, or in any way affect the validity of this contract or any part, hereof, or the right of Consortium to thereafter enforce each and every provision.

SECTION IX. NOTICES

All notices called for or provided for in this contract shall be in writing and must be served on the party either personally or by certified mail and shall be deemed served when deposited in the United States mail. Such notice shall be made to:

Jessica Barr, Regional Director
WA State Employment Security Dept.
3201 Smith Ave. #413
Everett, WA 98201

Bill Dowling, Director
Olympic Workforce Development Council
Kitsap County
614 Division St., MS-23
Port Orchard, WA 98366-4676

SECTION X. PAYMENTS

- A. All payments to be made by the Consortium under this Contract shall be made to: Employment Security Department, City of Olympia, County of Thurston, state of Washington.
- B. This contract shall not exceed the total amount indicated on the cover sheet of this contract and any subsequent modifications hereof.
- C. Contractor agrees to participate in and be bound by determinations arising out of the Consortium's disallowed cost resolution process.

SECTION XI. DURATION

The Contractor is authorized to commence providing services pursuant to this Contract commencing upon July 1, 2023. This Contract shall expire and terminate on June 30, 2024, unless terminated sooner as provided herein.

SECTION XII. WHOLE AGREEMENT

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligation other than those contained herein; and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written, between parties.

SECTION XIII. SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

Attachment A – Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

A. *Program Requirements*

1. Applicable Laws

Throughout the term of this Contract, Contractor will comply with all applicable federal, state and local laws, regulations and policies. This includes, but is not limited to,

Public Law 113-128 (WIOA), Federal Uniform Administrative Requirements found in 2 CFR 200, both State and Federal Non-discrimination law, and all WIOA Title I and WorkSource System Policies.

2. Funding

The Contractor understands that not all funds identified in the contract are finalized between Olympic Consortium and the Employment Security Department, herein referred to as “ESD”, and are, therefore, subject to modification.

3. Non-discrimination

The Contractor shall comply with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act as set forth in Section 188 of the Act.

4. Standard Management Information System

The Contractor shall utilize the Workforce Innovation and Opportunity Act Management Information System (MIS) from the State of Washington for participant documentation including application, eligibility determination, enrollment, termination/placement and follow-up.

5. Meetings and Training

The Contractor shall ensure that appropriate staff, given reasonable notice, will attend meetings and training sessions as requested by the Consortium.

6. Internal Monitoring

The Contractor shall establish internal monitoring procedures in order to ensure compliance with WIOA, WIOA regulations, State of Washington WIOA Policies and provisions of this Contract. A file will be maintained of these monitoring activities.

7. Federal Employee Payment

The Contractor shall certify, on a separate form, that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any Federal employee or representative in connection with any funds received under a Federal financial agreement.

8. Suspension, Debarment, and Lobbying

The Contractor shall certify, on a separate form (Exhibit A), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Also, the Contractor, on a separate form (Exhibit B), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Contract.

9. Olympic Consortium's Complaint And Grievance System
Any protest, dispute, or claim not covered by any other process or procedure described in this Contract will be subject to the Olympic Consortium's Complaint And Grievance System.
10. Salary and Bonus Limitations
In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds 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, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients 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 number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.
11. Safeguarding of Client Information
The use or disclosure by any party of any information concerning a program recipient or client for any purpose not directly connected with the administration of the Contractor's responsibilities with respect to contracted services provided under this Contract is prohibited except by written consent of the recipient or client, his/her attorney or his/her legally authorized representative.
12. Energy Policy and Conservation Act
The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
13. Clean Air and Clean Water Acts
The Contractor shall comply with all applicable standards. Orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
14. Small, Minority, and Women-Owned Business Enterprises
The Contractor shall provide to qualified small, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract.
15. Professional Liability Insurance
The Contractor shall carry and maintain professional liability insurance. Such coverage shall cover losses caused by error and omissions in rendering professional services and shall have the following minimum limits: \$300,000 per

incident, loss or person. The Contractor shall ensure employees and any subrecipients are covered by professional liability insurance.

16. Subawards

In the event the Contractor disburses any funding from this Contract to a subrecipient, the Contractor shall be responsible for the subrecipient's compliance with the same general terms and conditions contained in this Contract and shall ensure that the subrecipient spends the funding only on WIOA allowable costs or for allowable WIOA activities.

17. Conflict of Interest

Contractor shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this Contract, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

A conflict of interest arises when any of the following have a financial interest or other interest in the firm or organization selected for award:

- a. Individual;
- b. Member of the immediate family;
- c. Employing organization; or
- d. Future employing organization.

A Contractor cannot be involved with decision making if there is a direct financial benefit to themselves or immediate family. Membership on the State Board, a Local Board, or a Board standing committee does not by itself violate these conflict-of-interest provisions. Receipt of WIOA funds to provide training and related services, by itself, does not violate these conflict-of-interest provisions. Contractor must abide by WIOA Title I Policy 5405 Rev. 2.

18. 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: i) the copyright in all products developed under this Contract, including a sub-contract or contract under the Contract or sub-contract; and ii) any rights of copyright to which the Contractor, sub-recipient 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 licensing fee associated with such copyrighted material, 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 through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

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

“This workforce solution was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The solution was created by the Contractor and does not necessarily reflect the official position of the United State Department of Labor (USDOL). USDOL 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 solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner.”

19. Limitations on funding provided

ACORN Prohibition

No funds made available under this Contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

Business Relocation

No funds obtained through this Contract may be used to: (1) Encourage or induce any business or part of a business to relocate from any location in the United States, if that relocation will result in any employee losing their job; or (2) provide customized training, skill training, on-the-job training, incumbent worker training, transitional employment, or company specific assessment of job applicants for employees of any business that has relocated from any location in the United States for 120 days after the relocation, if the relocation resulted in an employee losing their job at the original location.

Religious Activity Trainings

Contractor shall comply with the requirements of 29 CFR part 2, subpart 2 which governs circumstances when any funds made available through WIOA and this Agreement may be used to employ or train participants in religious activities.

Health Benefits Coverage

The Contractor shall ensure that the use of funds obtained through this Agreement used for Health Benefit coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriation Act, 2015.

Trafficking in Persons

No funds obtained through this Agreement may be used to traffic in persons as defined in US Department of Labor Standard Federal Award Terms & Conditions found at <http://doleta.gov/grants/resources.cfm>.

B. *Fiscal Requirements*

1. Audit

All Contract payments are subject to audit. The Comptroller General of the U.S., the state, Consortium or the Consortium's agents may perform audits after reasonable advance notice to the Contractor at any time during the Contract period or thereafter. If Contractor violates or permits violation of Contract terms or conditions, Contractor shall repay to the Consortium the amount of funds directly related to the violation. If a Contract cost is disallowed after

reimbursement, a debt will be established according to an audit Final Findings and Determination (FF&D) process. Per the Debt Collection Act of 1982, interest shall start accruing after the debt has been established for 30 days and will continue until the debt is settled. The rate of interest assessed shall be the current value of funds to the U.S. Treasury. A penalty charge of six percent a year shall be charged on any portion of the debt more than 90 days past due. In addition, an administrative charge of one percent to cover the costs of processing and handling delinquent claims shall be assessed. Should the debtor choose to appeal the FF&D, the interest penalty will continue to accrue. The Debt Collection Act of 1982 also allows the use of a debt collection agency to recover any indebtedness owed.

2. Audit Requirements

Independent Audits will be submitted annually to the Kitsap County Department of Human Services in the following manner:

The Contractor shall acquire a financial audit by an independent auditing firm to determine at a minimum the fiscal integrity of the financial transaction and reports of the Contractor. Copies of the audit and management letter shall be submitted to Kitsap County Department of Human Services within 9 months of the end of the Contractor's fiscal year.

The Contractor shall provide an independent audit of the entire organization which:

- a. Is performed by an independent Certified Public Accountant, the Washington State Auditor's Office, or another entity, which the County and Contractor mutually agree will produce an audit which meets the requirements described in items B and C below.
- b. Provides statements consistent with the guidelines of AICPA SOP 78-10, Reporting for Other Non-Profit Organizations.
- c. Is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 CFR Chapter I and Chapter II, Part 200 as applicable for agencies receiving federal funding in the amount of \$750,000 or more during their fiscal year.
- d. The Contractor shall submit two (2) copies of the audit and the management letter directly to the County immediately upon completion. The audit must be accompanied by documentation indicating the Contractor's Board of Directors has reviewed the audit.

3. Invoice and Reporting Requirements

Contract payments to Contractor shall be requested using an invoice form, which is supplied by the Contractor. Contract payments accrued during the month must be reported to the Consortium, using WIOA Monthly Expenditure report form, by the twenty-fifth (25) calendar day after the end of the month.

4. Closeout Package

The Contractor shall submit a standard contract closeout package to the Consortium within sixty (60) calendar days after the contract's actual end date, whether the end date is the date stated in this contract or is earlier due to

termination by operation of any clause contained in this Contract. Upon closeout the Contractor shall:

- a. immediately refund to the Consortium or otherwise dispose of as directed by the Consortium, any balance of Consortium or federal funds paid to the Contractor in excess of the Contract budget;
- b. submits a complete, up-to-date request for all payments earned under this Contract. Late payment requests will not be honored by the Consortium;
- c. transfers title and possession to the Consortium of all property acquired with contract funds, to the extent that such transfer is required by state provisions;
- d. transfer to the Consortium all participant and project records required by the Consortium for audit purposes or otherwise necessary for continued service to project participants and participating employers and training institutions; and
- e. settles all outstanding liabilities and claims arising out of termination of the Contract.

5. Questioned Costs

The Contractor agrees to be held liable for the repayment of questioned costs arising from acts of commission, omission, intentional violations of the Act, erroneous and or negligent eligibility determinations made by its employees and agrees to be held liable for such costs that are a result of eligibility determination procedures which are contrary to Federal WIOA Regulations, State of Washington WIOA Policies or WDA Issuances.

- a. Liability may include repayment of questioned costs incurred as a result of an ineligible person's participation in WIOA programs. The Contractor assures the Consortium that it has, on hand, sufficient non-WIOA funds available in a general or an administrative contingency fund from which repayment of questioned costs could be made.
- b. The Contractor agrees to work with the County in seeking settlements or resolutions of questioned costs and agrees, if necessary, to assist with seeking resolutions of questioned costs from the State of Washington ESD.
- c. In the case of a participant's ineligibility and any associated disallowed costs, which are the result of the participant's misrepresentation, fraudulent intent or acts of omission, wherein information was withheld that was necessary for a correct eligibility determination, the liability will be the participants. Upon determination by the Consortium that the liability for the disallowed costs is the participant's, the Contractor will make reasonable efforts to secure repayment of those costs from the participant. If the Contractor is unable to collect repayment, the Contractor and the Consortium will mutually share the repayment of disallowed costs when repayment is required by the State of Washington ESD.

6. Allowable Costs

Contractor shall comply with the guidelines set forth in State WIOA Provisions and Consortium requirements for all expenditures made under this contract for which reimbursement is to be sought. Contractor shall ensure that the financial management systems used for such expenditures will provide the necessary internal controls, accounting records and reporting systems to meet the prescribed standards. As a minimum, this would include:

- a. Internal controls must provide for separation of duties such that no one individual has control over all aspects of any transaction.
- b. Responsibility for authorizing expenditures and for making payments must be separated.
- c. All expenditures must be supported by original documentation. Supporting documents must be verified for completeness and accuracy prior to any payment by the Contractor. Missing signatures, as in the case of OJT invoices, will be obtained prior to payment.
- d. All invoices will be compared with the contract or other authorization document for propriety and validity prior to payment.
- e. All payments must be made by check.
- f. The accounting records must provide for a separate recording and reporting of all WIOA receipts and expenditures, or a separate bank account must be maintained for all WIOA funds to provide for such control.
- g. The accounting system must provide a means for reporting of accrued expenditures.
- h. Bank reconciliations will be made monthly by an individual who does not have responsibility for making payments.
- i. The Consortium reserves the right to inspect the Contractor's financial management systems and impose additional accounting requirements to ensure that these financial management standards are being met.
- j. In the event that the Contractor earns or receives WIOA program income, the income will be tracked and reported separately. All program income will be expended for WIOA purposes in accordance with State WIOA requirements.
- k. Subcontracting of direct WIOA participant services (OJT, WEX, IST, LIT, etc.), are exempt from the subcontracting language cited in the General Terms and Conditions, Section I, Paragraph B.

7. Internal Controls

Contractor must develop and maintain an internal control structure and written policies that are in compliance with the "standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission. These internal controls are needed to provide safeguards to protect personally identifiable information, records, contracts, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that the County or the Contractor or sub-recipient considers to be sensitive,

consistent with applicable Federal, State and local privacy and confidentiality laws.

These internal controls must include assurance that the Contractor is:

- a. Managing funds under this Contract in compliance with federal statutes, regulations, and the terms of this Contract;
- b. Complying with federal statutes, regulations, and the terms and conditions of the federal award;
- c. Evaluating and monitoring sub-recipients' compliance with applicable laws and terms of this Contract; and
- d. Taking prompt action when instances of noncompliance are identified.

C. *Personnel and Participant Provisions*

1. Participant Grievances

Contractor agrees that all WIOA participant grievances initiated as a result of this Contract shall be received and resolved in accordance with the Consortium's WIOA Complaint and Grievance System. Contractor shall abide by determinations issued under this System.

2. Participants Trained

Contractor agrees that all WIOA participants trained under this Contract shall:

- a. be oriented by appropriate Contractor staff concerning site goals and training conditions, including: (1) attendance and punctuality standards; (2) training which will be made available; and (3) other project expectations. This orientation shall take place during the first week of participation. Participants shall be informed of changes or corrections in the orientation information prior to the change in effective dates;
- b. not be engaged by Contractor or engaged by any training site used by the Contractor, in any political, religious, or lobbying activities;
- c. be adequately supervised during training hours and provided safe training conditions which at a minimum, shall conform to the safety regulations established by the State of Washington;
- d. be assured of workers' compensation benefits including accident insurance at the same level, and to the same extent as others similarly employed who are covered by a workers' compensation system. Where others similarly employed are not covered by an applicable workers' compensation system, each participant will be provided with accident insurance. Participants in classroom training and work experience activities shall be covered by accident insurance; and
- e. pay individuals employed in activities authorized under the Workforce Innovation and Opportunity Act (WIOA) wages which shall not be less than the highest of: the minimum wage under section 6(a)(1) of the Fair Labor Standards Act of 1938; the minimum wage under the applicable State or local minimum wage law; or the prevailing rates of pay for individuals employed in similar occupations by the same employer.

3. Retirement Systems or Plans

No WIOA funds may be used for contributions on behalf of any participant to

retirement systems or plans.

4. Displacement of Employed Workers

WIOA training programs will not result in the displacement of employed workers, impair existing contracts for services or collective bargaining agreements, infringe upon the promotional opportunities of currently employed individuals, cause a job to be filled by a WIOA participant when another individual in the same job is on layoff, or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed.

5. Time and Attendance Records

Contractor shall ensure that daily time and attendance records for WIOA participants are kept and maintained by appropriate agencies or employers and shall make such records available to the Consortium upon request.

6. Nondiscrimination and Equal Opportunity

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity funded in whole or in part by this Contract on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the beneficiary's citizenship status as a lawfully admitted immigrant authorized to work in the United States or their participation in any WIOA Title I-financially assisted program or activity.

- The Contractor shall comply with the nondiscrimination and equal opportunity laws described in Section 188 of WIOA, including Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990.

The Contractor must not discriminate in any of the following areas:

- Deciding who will be admitted, or have access, to any WIOA Title I - financially assisted program or activity;
- Providing opportunities in, or treating any person regarding, such a program or activity; or
- Making employment decision in the administration of, or in connection with, such a program or activity.

The Contractor also ensures that it will comply with WIOA regulations; including the Nondiscrimination Plan (NDP) developed by the State of Washington Employment Security Department and any WIOA policies and procedures issued.

The Contractor shall promptly notify the State-Level Equal Opportunity (EO) Officer at the Employment Security Department of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the

basis of the beneficiary's citizenship status /status as a lawfully admitted immigrant authorized to work in the United States, or their participation in any WIOA Title I-financially assisted program or activity. The State EO Officer will notify the Director, Civil Rights Center (CRC), Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.

The Contractor shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places; shall disseminate the notice in internal memoranda, other written or electronic communications; shall include the notice in handbooks or manuals; make the notice available during orientations and to each participant. A signed copy of the notice will also be made a part of the participant's file. All medical information and/or information regarding a participant's disability must be kept confidential and maintained in a file that is separate from the participant's file.

The Contractor shall include the following Equal Opportunity tagline in recruitment brochures and other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe WIOA Title I financially assisted programs or activities:

"[*Employment Security Department*] is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities."

In the event that one of the parties hereto refuses to comply with the above provision, the General Agreement Section V, TERMINATION clause may be utilized.

7. Assurances

"The Olympic WDC and the Grantee agree that all activity pursuant to this Grant Agreement will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

The Grantee shall conduct the program in accordance with the existing or hereafter amended Workforce Innovation and Opportunity Act (WIOA), the U.S. Department of Labor's regulations relating to WIOA, and the Washington State WIOA Policies."

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I—financially assisted program or activity; Title VI of the Civil

Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and 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, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

8. Collective Bargaining Agreements

Contractor agrees that this Contract or training provided thereunder will not in any way violate or contravene established collective bargaining agreements that have jurisdiction within the geographical area(s) served by this Contract.

9. Pell Grant

In the case of a participant receiving a Pell grant or any other financial assistance such as, the Supplementary Educational Opportunity Grants and College Work-Study Program, the Contractor will ensure that:

- i. The training institution cannot bill or be paid twice for the same expenses;
- ii. Costs paid for by WIOA and by the Pell entitlement are clearly identified, and
- iii. Access by the Consortium, Contractor, and designated federal and state officials is guaranteed to the WIOA participant's Pell records.

10. *Records Control*

a. Maintain Records

- i. Contractor agrees to maintain all records pertinent to Workforce Innovation and Opportunity Act grant agreements and contracts, including financial, statistical, property, participant records and supporting documentation in accordance with State WIOA requirements. Contractor must maintain records that are auditable in accordance with Generally Accepted Accounting Principles.
- ii. Records will be stored in a manner to preclude their loss or damage.
- iii. Contractor will be responsible for cost of storage.
- iv. The Contractor shall document participant progress through work and classroom performance evaluations.
- v. Participant progress and outcomes will be tracked through the MIS. Records must be sufficient to justify all payments claimed and paid under this Contract.

vi. These records shall be preserved and made available to the Consortium and its agents for a period of three (3) years after the end of the Contract. However, in the event of an audit, records shall be kept by Contractor until the audit is completely resolved.

b. Access Documentation

Access to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to charges to the program, will be granted to designated representatives of the Consortium, the State of Washington, the United States Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives, in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents (vendor contracts).

c. Staff Time

Contractor shall provide to the Consortium mutually agreed upon amounts of staff time necessary to aid in the performance of contract-related program (a) research; (b) evaluation; (c) monitoring; and (d) completion of project fiscal reviews and audits.

d. Other Grants

Contractor shall submit to the Consortium copies of all requests for federal, state, or local grants that significantly affect this Contract prior to, or concurrently with, submitting the request to the funding source.

e. Consortium Responsibilities

i. WIOA Related Information

Provide, upon written request, copies of WIOA related information listed in Part A. of the Special Terms and Conditions, paragraphs 1, 3, 4, and 5.

ii. Master Form

Supply a master sheet for each required program form.

11. *Training Project Requirements*

a. Minority Groups

Contractor shall make good faith efforts to not discriminate in the enrollment of minority groups.

b. Training Options

The Contractor shall provide an appropriate mix of training options for participants including the use of on-the-job training, work experience, institutional skill training, basic skills training, job search training and/or job club. The decision concerning which services to offer a given participant shall be based upon the most effective way to place that individual into unsubsidized employment.

c. Participant Eligibility

All steps necessary to recruit, assess, orient, determine and verify the eligibility of participants are the Contractor's responsibility. Any ineligible participants must be terminated at once, and any costs disallowed due to ineligible participants must be repaid by Contractor, subject to prior provisions regarding the liability of eligibility determinations, unless Contractor does not do the eligibility determination.

d. Service and Performance Goals

- i. The Contractor shall make good faith efforts to achieve the target group service and performance goals outlined in the Contract.
- ii. The Consortium may impose sanctions to include corrective action or the withholding of contract payments due the Contractor if goals or progress toward those goals are not within acceptable limits.
 - 1) Acceptable limits are: 90% to 110% of the goal total range for all goals.
 - 2) Where a minimum goal is stated in the Work Schedule, that goal is the minimum acceptable goal as measured at the end of the contract period.

12. *Budget and Plan Standards*

The Contractor is authorized to receive payments in accordance with the cost reimbursable budgets included under this Contract. The Contractor will comply with the following standards as applicable.

a. Budget Standards

The Contractor is authorized to make expenditures in accordance with the budgets included to this contract. The budgets are construed on a quarterly basis, and are from one quarter to the next and totaled at the end of the 4th Quarter.

- i. Final Quarter - The Contractor shall not make expenditures actual or accrued, in excess of the Total Budget.
- ii. All Quarters - Upon completion of each quarter, and subject to 1. above, the Contractor must provide to the Consortium a written explanation of expenditures which are less than 90.0% of, or more than 115.0% of the totals. Reimbursement for actual, or projected expenditures which exceed 115.0% of the quarterly budgeted totals and/or program activity total is subject to approval of the Consortium.
- iii. Reimbursement Request - The Contractor shall request funds under this contract utilizing the Olympic Consortium WIOA Invoice Form. The Contractor may "bill for accruals" to provide cash for costs incurred during, or prior to, the billing period and should be in amounts to meet only current disbursing needs. The Contractor understands the Consortium requires a minimum of two weeks processing time to issue payment. Reimbursement requests shall not be made more frequently than weekly.
- iv. Reports - The Contractor shall, on a monthly basis, submit an accrued expenditure report to the Consortium outlining the program expenditures of funds. This request shall be due on or before the 15th day of the month following such expenditures. On a quarterly basis, the Contractor shall

submit a Quarterly Line Item Expenditure Report on a form to be issued by the Consortium. This report is due on or before the 15th day of the month following the quarter being reported.

b. Plan Standards

- i. Each quarter the Consortium will issue a performance analysis. The Contractor, in responding to this analysis will provide, if required, to the Consortium written explanation of plan deviation and any required corrective action if, in any quarter, the following occurs:

If the following falls below 85% of planned level:

1. Total participants
2. Placement rate at Exit

- ii. The Consortium reserves the right to require written or verbal explanation and/or corrective action plan regarding any program operation or results at any time. The Contractor has flexibility within each reimbursable line item but cannot exceed the overall cost category limit.

c. Definitions

- i. Participant - Completion and acceptance by the Consortium of an intake document including the certification of eligibility for WIOA and the preparation of a training plan, including completion of an objective assessment, screening and determination of appropriate training and services.
- ii. Entered Employment at Exit - A placement in unsubsidized employment that occurs after enrollment. Receipt of training in the occupational area in which employment is found must be documented in the individual's file folder. Competency gains must be achieved through program participation and be tracked through the Contractor's competency documents.
- iii. On-the-Job Training Reimbursements consist of training cost payments to employers, who are under contract to provide on-the-job training for participants.
- iv. Training/Tuition Costs include tools, special clothing, training tuition, training materials, testing fees and other training costs associated with one-the-job training, institutional skills training, limited work experience and basic skills training.
- v. Supportive Services Costs consist of participant support costs paid in accordance with the Act and WIOA regulations. Participant support costs include childcare assistance, transportation assistance, health care and medical services and other emergencies.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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

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

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature _____ Date DocuSigned by:
Jessica Barr
8500A50A96AF457... 5/25/2023

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant 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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transactions" "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance

in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Tel. #).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

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

[FR Doc. 88-11581 Filed 5-25-88; 8:43 a.m.]

Federal Register / Vol. 53, No. 102 / Thursday, May 26, 1988 / Rules and Regulations 19211

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. 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.

Employment Security Department

Contractor Organization

Signature of Certifying Official _____ Date DocuSigned by:
Jessica Barr
6500AED0A96AF4E7... 5/25/2023



**STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT
PO Box 9046 Olympia, WA 98507-9046**

**EQUAL OPPORTUNITY IS THE LAW
29 CFR Part 38.35**

"It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or The Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW., Room N-4123, Washington, DC 20210 or electronically as directed on the CRC Web site at www.dol.gov/crc.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that Notice. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

Attachment B: Statement of Work

Workforce Innovation & Opportunity Act (WIOA) Adult and Dislocated Worker Program Contract

The Contractor will provide career and training services for eligible Adult and Dislocated Workers in Clallam, Jefferson and Kitsap Counties at WorkSource offices in the area. The budget amount is the maximum available funds for the time period July 1, 2023 – June 30, 2024.

A. Required Career Services

All job seekers using the Olympic Workforce Development System will make available the following career services to include:

1. Eligibility determination for WIOA Title I.;
2. Outreach, intake, and orientation to the information and other services available through the one-stop delivery system;
3. Job search and placement assistance, and where appropriate, career counseling;
4. Provision of employment statistics information including job vacancy listings, information on job skills necessary to obtain the jobs, and information relating to local occupations in demand and the earnings and skill requirements for such occupations;
5. Provision, with the help of the Consortium, of performance information and program cost information on eligible training providers;
6. Provision of information, with the Consortium's help, regarding local program performance;
7. Provision of information relating to availability of supportive services;
8. Provision of information, with the help of Employment Security Department, of unemployment insurance claim filing;
9. Assistance in establishing eligibility for financial aid assistance for training and education programs that are not funded under WIOA and are available in the local area, and
10. Follow-up services, including counseling regarding the workplace, for participants in workforce investment activities authorized under WIOA who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

In addition to these statutorily required services, the Contractor is required to address the following customer service requests pertaining to one-stop and core services issues:

- One Stop services - multiple programs and services at a location close to them.
- Job seekers want resource centers with qualified dedicated staff and good working tools.
- Job seekers want job search and computer skills training available at the centers.
- Job seekers want more help connecting with employers and other services

The Contractor will follow Consortium policy in the registration of eligible customers from the targeted groups for Dislocated Workers. In most cases, veterans and eligible

spouses of veterans will have priority over non-veterans. If a veteran or eligible spouse is also a public assistance recipient or low-income customer, they will have priority over non-veterans within these priority groups.

The Consortium priority participant policy is to: "...make sure that recipients of public assistance and other low-income individuals are given first priority enrollment for WorkSource services. Second priority shall be given to individuals whose income is under 175 percent of the lower living standard income. (Lower living standard income level is an income level based on the most recent lower living family budget. This is determined annually by the U.S. Department of Labor and adjusted for regional, metropolitan urban, and rural differences and family size).

The eligibility determination for services shall be made on a case-by-case basis at the local level depending upon the needs and individual circumstance of the participant and local economic conditions. Individual enrollment decisions are made during the intake and assessment process as to need based on a review of:

1. previous work history
2. amount of education
3. other financial resources
4. previous vocational training
5. length of unemployment
6. significant disabilities
7. other training resources
8. employment prospects without training and
9. potential for successful participation and completion of the program"

Career services will include: comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers; development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals; group counseling; individual counseling and career planning; case management for participants seeking training services under this Contract, and short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.

B. Training Services

Contractor will provide training services in accordance with Consortium policy. Training services include: occupational skills training, including training for non-traditional employment; on-the-job training; programs that combine workplace training with related instruction, which may include cooperative education programs; skill upgrading and retraining; entrepreneurial training; job readiness training; customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of training.

C. Other Requirements

The Contractor will:

- Support the delivery of Career Services such as resource center services, workshops and other activities;
- Coordinate services and referrals with other WorkSource centers and Affiliates and Partner organizations in the Consortium's area;
- Participate in focus groups, surveys, interviews and other tools for collecting customer feedback;
- Promote system integration and training for staff in areas like case management training and business services delivery, and
- Continue outreach to other agencies, developing new partners for a comprehensive referral network;
- Ensure that eligible low-income adults are given priority in service and training activities, and
- Engage in strategies to ensure that participants are engaged in job search after training completion and until job placement.

Attachment C: Budget Summary

Contractor: Washington State Employment Security Department

Contract Number: KC-223-23

Time Period: July 1, 2023 – June 30, 2024

| WIOA Adult CFDA 17.258 | Previous Budget | Changes this Contract | Current Budget |
|-------------------------------|-----------------|-----------------------|------------------|
| | | | |
| Clallam | | | 87,989 |
| Jefferson | | | 69,676 |
| Kitsap | | | 25,623 |
| Total | | | \$183,288 |

| WIOA Dislocated Worker CFDA 17.278 | Previous Budget | Changes this Contract | Current Budget |
|---|-----------------|-----------------------|------------------|
| | | | |
| Clallam | | | 142,507 |
| Jefferson | | | 58,843 |
| Kitsap | | | 343,699 |
| Total | | | \$545,049 |

CERTIFICATE OF LIABILITY INSURANCE Issue Date 1/21/2020


| | |
|--|---|
| ISSUED BY: State of Washington Department of Enterprise Services Office of Risk Management PO Box 41466 Olympia, WA 98504-1466 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE STATE OF WASHINGTON SELF INSURANCE LIABILITY PROGRAM. |
| INSURED: State of Washington Employment Security Department ATTN: Carole Mathews 212 Maple Park Avenue SE Olympia, WA 98503 | THE STATE OF WASHINGTON, INCLUDING ALL ITS AGENCIES AND DEPARTMENTS, IS SELF-INSURED FOR TORT LIABILITY CLAIMS. ALL CLAIMS MUST BE FILED WITH THE STATE OFFICE OF RISK MANAGEMENT FOR PROCESSING IN ACCORD WITH STATUTORY REQUIREMENTS. |

COVERAGES

THIS IS TO CERTIFY COVERAGE DESCRIBED BELOW IS PROVIDED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE SELF-INSURANCE LIABILITY PROGRAM IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH PROGRAM.

| TYPE OF COVERAGE | POLICY NUMBER | EFFECTIVE DATE | EXPIRATION DATE | LIMITS |
|---|---------------|----------------|-----------------|---|
| GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE COVERAGE | Self-Insured | Continuous | Continuous | BODILY INJURY, PROPERTY DAMAGE & PERSONAL INJURY COMBINED EACH OCCURRENCE \$5,000,000 |
| AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | BODILY INJURY & PROPERTY DAMAGE COMBINED EACH ACCIDENT \$5,000,000 |
| WORKERS COMPENSATION AND EMPLOYERS LIABILITY | L & I | Continuous | Continuous | WC – STATUTORY |
| OTHER | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Coverage applies as respects tort liability claims against the State of Washington as covered by the Tort Claims Act (RCW 4.92 et seq.) The Certificate Holder is named as additional insured, but only as respects the negligence of the State of Washington.

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| CERTIFICATE HOLDER: | CANCELLATION |
| EVIDENCE OF INSURANCE CERTIFICATE NUMBER CRT 2020-00465 | SHOULD THE SELF INSURANCE LIABILITY PROGRAM BE CANCELLED, THE STATE OF WASHINGTON WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT IMPOSE ANY OBLIGATION OR LIABILITY UPON THE STATE OF WASHINGTON, ITS OFFICIALS, EMPLOYEES, AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:  Jason Siems, State Risk Manager |