

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 10-14-2021	PREPARED BY: Jessie Cardwell
Meeting Date Requested: FC 11-2 BC 11-16	PRESENTED BY: Tiffany A. Scott
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda Brought Before the Board Time needed: n/a	
SUBJECT / ISSUE: Contract between Benton-Franklin Workforce Development Council (WDC) and Career Path Services for Dislocated Worker Program Services.	
FISCAL IMPACT: Funded by the Federal Workforce Innovation and Opportunity Act via a grant from the Washington State Employment Security Department to the Benton-Franklin Workforce Development Council. The Grant has already been executed and funds allocated. The intent is to now provide resources to our sub-recipient, Career Path Services to provide direct participant services to low-income Dislocated Worker job seekers in our community with a contract of \$977,227.	
BACKGROUND: This action is before the Board because the Cooperation Agreement for the Act Administration signed in 2000 indicates that the commissioner (currently Mr. Clint Didier) appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners.	
RECOMMENDATION: Recommend Commissioners sign attached resolution. A service provider Contract between Benton-Franklin Workforce Development Council and Career Path Services for Program Year 2021 in the amount of \$977,227 for Dislocated Worker Services.	
COORDINATION: To date, WDC CEO, WDC CFO, WDC COO, WDC Board of Directors, Career Path Services CEO, Career Path Services COO, Benton County Deputy Prosecuting Attorney (Civil and the Franklin Prosecutor's Office (Civil). Moving forward, the Franklin County Commissioners and then the Benton County Commissioners.	
ATTACHMENTS: <ul style="list-style-type: none"> Three Original Contracts-please sign and return all three to me, once fully executed one original will be sent back to Franklin Co. per your request for your records Scanned Electronic Document 	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) <ul style="list-style-type: none"> Review and approval by Franklin Co. Commissioners Two Original Resolution and Three Original Contracts back to me please, thank you 	

I certify the above information is accurate and complete.



 Tiffany A. Scott, CEO

CONTACT INFORMATION FOR YOUR REFERENCE:

Tiffany A. Scott, CEO
 Benton-Franklin Workforce Development Council
 815 N. Kellogg, Suite C Kennewick, WA 99336
 509.734.5993 tscott@bf-wdc.org

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND FRANKLIN COUNTY, WASHINGTON;

RE: IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR PROGRAM YEAR 2021 IN THE AMOUNT OF \$977,227 FOR DISLOCATED WORKER SERVICES

WHEREAS, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed on March 27, 2000, states that the Benton and Franklin County Commissioners on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Administration signed by Benton and Franklin Counties on March 27, 2000 indicates section II.C.3 and 4 that the commissioners appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract between the WDC and Career Path Services for the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Services for PY21; NOW, THEREFORE,

BE IT RESOLVED that the Benton and Franklin Counties Board of Commissioners has received the proposed contract between the WDC and Career Path Services, in the amount of \$977,227 for Dislocated Worker Services, effective July 1, 2021 through June 30, 2022, and does not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton and Franklin County Commissioners.

Dated this.....day of....., 2021

Dated this.....day of....., 2021

Chairman of Board

Chairman of the Board

Member

Member

Member

Member

Constituting the Board of County Commissioners of Benton County, Washington

Constituting the Board of County Commissioners of Franklin County, Washington

Attest: _____ Attest: _____

Clerk of the Board

Clerk of the Board

**WORKFORCE INNOVATION & OPPORTUNITY ACT
SERVICE PROVIDER CONTRACT
BETWEEN
BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL
AND
CAREER PATH SERVICES**

**PY2021 TITLE I FORMULA: DISLOCATED WORKER PROGRAM
17.278 DISLOCATED WORKER
CONTRACT NO. BFWDC-PY21 DW-CPS**

This contract is entered into between the Benton-Franklin Workforce Development Council (BFWDC), located at 815 N. Kellogg Street, Suite C, Kennewick, WA, delegated to act on behalf of the Governor of the State of Washington, and Career Path Services (CPS), 10 N. Post, Suite 200, Spokane, WA 99201, duly designated in accordance with Section 107(d)(12)(B)(i)(II) of the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, as local contract subrecipient, hereinafter referred to as the Subrecipient.

1. TERMS & CONDITIONS

All activities and expenditures, pursuant to this Contract and all subsequent amendments, will be in accordance with WIOA; its implementing regulations; all other applicable federal, state, and local laws, rules, and regulations; policies and guidance issued by BFWDC and Employment Security Department (ESD); and the terms and conditions of this Contract contained herein.

2. FEDERAL AWARD TERMS

All rights and obligations of the parties to this Contract shall be subject to and governed by the Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Program-PY2021, incorporated herein by reference and available at the following link:
<https://wpc.wa.gov/grants/WIOA>.

3. CONTRACT MANAGEMENT

BFWDC contract manager responsible for management of this Contract is:

Name: Diana Hamilton
Title: Workforce Programs Manager
Phone: 509-734-5987
Email: dhamilton@bf-wdc.org

Subrecipient Contract manager responsible for management of this Contract is:

Name: Kayci Loftus
Title: Director of Workforce Development
Phone: 509-734-5919
Email: kloftus@esd.wa.gov

4. PERIOD OF PERFORMANCE

This Contract will be in effect for the period commencing July 1, 2021, and ending June 30, 2022, unless terminated sooner as provided in Exhibit B, General Terms and Conditions or Exhibit G, Additional Terms and Conditions.

5. PAYMENTS

Payments to the Subrecipient by the BFWDC for services performed prior to October 1, 2021, may not exceed \$244,307 and the total amount of payments under this Contract is limited to and may not exceed \$977,227.

6. SUBRECIPIENT ACTIVITIES

Funds awarded under this Contract will be utilized by the Subrecipient to conduct required and allowable local activities, including program oversight activities for: the local Title I Dislocated Worker program authorized under WIOA section 129(c); local employment and training activities provided by the local Title I Dislocated Worker program authorized under WIOA section 134(b); and the one-stop delivery system in the local area.

This Agreement designates the Subrecipient as an entity designated by the BFWDC for the provision of Rapid Response Activities, pursuant to the definition in WIOA section 3(51). Subrecipient may use the Dislocated Worker subaward (CFDA 17.278) to convene required local Rapid Response partners and provide Rapid Response services to businesses and impacted individuals, pursuant to 20 CFR 682.330 and 682.340.

7. PROGRAM REPORTING

Subrecipient must submit monthly financial and program reports to the BFWDC. These reports should be sent via email by the Subrecipient to the BFWDC WIOA Program Managers, BFWDC Fiscal Manager, and BFWDC Programs Coordinator. Monthly reports will be provided using a format provided by the BFWDC. Examples of reporting formats include activity narratives, routine reports developed for BFWDC and/or local leadership, media or virtual communications, etc. These reports may include information on the delivery of WIOA Title I services to individuals and businesses; progress on local strategic initiatives; significant developments and achievements; implementation of best practices. Monthly reports are due on the 10th of the month following the reporting month.

8. FEDERAL FUNDING INFORMATION AND AVAILABILITY

This Contract is subject to the availability of funds to the BFWDC. Subrecipient understands and acknowledges that all funds reimbursable to the subrecipient under this Contract will not be available at the start of the term of this Contract.

9. FORMULA CASH DRAW PROCEDURE

The Subrecipient shall submit invoices for services performed under this Contract on the Invoice Voucher Form accompanied by backup accounting documentation of expenditures by contract. Monthly invoices are due by the 20th of the month following the reporting month.

The settlement package (otherwise known as close-out package) is due forty-five (45) days after the end of the Contract funding period or as otherwise indicated by BFWDC.

10. MILEAGE REIMBURSEMENT RATES

Pursuant to 2 CFR 200.474(a), Subrecipient must have policies and procedures in place related

to travel costs; however, for reimbursement on a mileage basis, this federal award cannot be charged more than the maximum allowable Mileage Reimbursement Rates for Federal employees. The 2021 Mileage Reimbursement Rates are:

Modes of Transportation Effective/Applicability	Date	Rate per mile
Privately owned automobile	January 1, 2021	\$0.56
Privately owned motorcycle	January 1, 2021	\$0.54

Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.

11. CONSULTANTS

For the purposes of this contract, fees paid to a consultant who provides services under a program shall not exceed the per day maximum as specified in the US DOL/ETA Notice of Award "Federal Award Terms" for WIOA Dislocated Worker Program, without prior approval from the BFWDC.

12. FOREIGN TRAVEL

Pursuant to WIOA section 181(e), no funds received to carry out an activity under WIOA title I subtitle B shall be used for foreign travel.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- A. The Workforce Innovation and Opportunity Act (Pub. L. 113-128), other applicable Federal statutes, and implementing regulations;
- B. OMB Guidance, including the Uniform Guidance at 2 CFR 200 and 2900;
- C. USDOL-ETA Directives;
- D. Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker– PY2021;
- E. Workforce system policies and guidance promulgated by ESD;
- F. Those Terms and Conditions as contained in this basic contract instrument;
- G. The General Terms and Conditions contained in Exhibit B and Additional Terms and Conditions contained in Exhibit G;
- H. The Budget Line Item Form attached hereto as Exhibit E; and
- I. Any other provisions of this Contract whether incorporated by reference or otherwise.

14. EXHIBITS

The following Exhibits are attached and incorporated:

- Exhibit A Dislocated Worker Statement of Work
- Exhibit B General Terms and Conditions for Contracts under the Workforce Innovation and Opportunity Act (WIOA)
- Exhibit C Certification Regarding Lobbying
- Exhibit D Certification Regarding Debarment and Suspension
- Exhibit E PY21 Budget Line Item
- Exhibit F Equal Opportunity is the Law
- Exhibit G Additional Terms and Conditions

As stated in Exhibits C and D, Subrecipient certifies and assures its compliance with the federal

restrictions on Lobbying as specified in 29 CFR Part 93, and Debarment and Suspension as specified in 29 CFR Part 98.

15. ELECTRONIC MAIL AND SIGNATURES

Signed versions of this Contract transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

16. ALL WRITINGS CONTAINED HEREIN

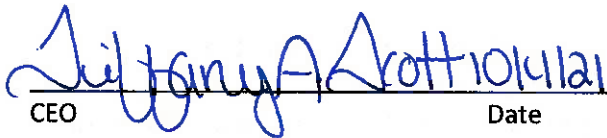
This Contract sets forth in full the entire Contract of the parties in relation to the subject matter hereof. Any other Contract, representation, or understandings, verbal or otherwise, relating to the professional services of the Subrecipient or otherwise dealing in any manner with the subject matter of this Contract is hereby deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Contract.

BENTON-FRANKLIN WORKFORCE
DEVELOPMENT COUNCIL

CAREER PATH SERVICES

On behalf of Cami Ekins, CEO



CEO Date

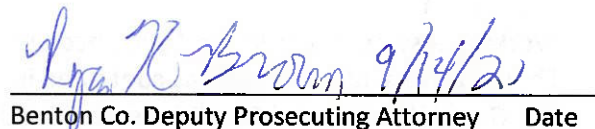


CEO Date

Received & Reviewed:


Approved as to form:

Chairman, Benton Co. Commissioners Date



Benton Co. Deputy Prosecuting Attorney Date

Chairman, Franklin Co. Commissioners Date



Franklin Co. Deputy Prosecuting Attorney Date

Workforce Innovation and Opportunity Act Services for Dislocated Workers

A. OVERVIEW

Under the Workforce Innovation and Opportunity Act (WIOA), local partners share common performance goals and collaborate in developing and implementing a One-Stop delivery system where services are designed using job seeker and employer feedback to support:

- A seamless customer-focused service delivery network
- Leveraging resources for maximum efficiency
- Continuous quality improvement

Human-Centered Design (HCD) is the problem-solving approach used at WorkSource Columbia Basin (WSCB) to determine the needs of the customer and design high-quality customized services to improve the customer's experience. Through this system, eligible dislocated workers (as defined in WIOA Section 3 (2)) can access services organized into basic and individualized career services, training services, and post-program follow-up services (as defined in WIOA Section 134 (c) (2) (A) (i)-(xi)).

Subrecipient shall deliver customer services, both virtually and in-person, in a manner that supports the One-Stop delivery system and the [Benton-Franklin Workforce Development Council's \(BFWDC\) Strategic Plan](#). These services shall be delivered through trained, competent staff with the skills, knowledge, and attitudes that are fundamental to all levels of customer service.

B. WORKSOURCE COLUMBIA BASIN SHARED RESPONSIBILITIES

Subrecipient shall share the responsibility for moving the One-Stop Center towards service delivery excellence by providing the following services:

Guest Resource Services

Guest Resource Services (GRS) are critical services that set the tone for each customer visit. The WSCB service delivery model utilizes a concierge-style approach that guides customers as they choose from an extensive menu of services. Each WSCB partner contributes representatives to provide front-end services for a seamless customer experience and work towards performance outcomes aligned with shared goals. Subrecipient shall provide staff to work the front-end of the center to deliver the full range of accessible and equitable services to help customers obtain and keep employment under the direction of the functional GRS Program Manager. Subrecipient shall provide GRS services that include, but are not limited to:

- A warm welcome to customers entering the center;
- Initial assessment of the customer's skills, education and career objectives to determine the customer's needs and next steps;
- An orientation to the WorkSource center, including educating and referring customers to WSCB services, workshops, and general labor market information;



- Assistance navigating the [WorkSourceWA.com](https://www.WorkSourceWA.com) website to access job search tools and resources, career opportunities, build a resume, learn about occupations in demand, research training opportunities;
- Access to Unemployment Insurance information;
- Assistance with job search, LinkedIn Learning, resume critiques, mock interviews, completing online applications and employment referrals;
- Translation and interpretive services as needed;
- Assistance with computers, faxes, scanners, and assistive technology;
- Referrals to job fairs, hiring events, and informational events and instructions on how to register;
- Career training information and referrals to appropriate programs; and
- Inform veterans and eligible spouses of their rights under Veterans Priority of Service.

Workshop and Webinar Facilitation

Subrecipient shall share the responsibility of facilitating high-quality, interactive job search workshops and webinars for job seekers at WSCB, including Skills and Abilities Analysis, Job Search Strategies, Resumes and Cover Letters, Interviewing Techniques, Perfecting Applications, or additional customized workshops and webinars to meet the customer's needs.

Ongoing Staff Development and Cross-Training

All system partners invest in staff development focused on cross-training with partner programs, overall skill development, labor market information to assist customers in career and training decisions and collectively engage in the design of seamless service delivery. Subrecipient shall ensure staff participates in ongoing staff development and workgroups to discuss the shared design of services, action planning, and analysis of progress.

Subrecipient staff shall work within established One-Stop Center policies, procedures, and the BFWDC approved WSCB Covid-19 Plan to provide quality services to job seekers and business customers.

Program Accessibility

Subrecipient shall provide reasonable accommodations for individuals with disabilities, including:

- Make reasonable modifications to policies, practices, and procedures to administer programs in the most integrated setting appropriate;
- Communicate with individuals with disabilities as effectively as with others; and
- Provide appropriate auxiliary aids or services, including assistive technology devices and services, to afford individuals with disabilities an equal opportunity to participate.

WSCB is committed to providing timely and meaningful access to services, programs, and activities to limited English proficient customers. Subrecipient shall provide interpreters, translators, and other accommodations at no cost to customers. The Subrecipient shall recruit and retain 33% bilingual Spanish-speaking staff to ensure the Spanish-speaking population receives equitable access to WIOA Title 1 Dislocated Workers program activities.

Business Services Team

The Business Services Team is comprised of representatives from all One-Stop partners within the WorkSource system. This team works together to increase business engagement, expand outreach efforts, and assist employers in accessing a qualified applicant pool to meet their workforce demands. Representation from partners ensures communication and coordination of services for employers, the sharing of information among partner programs, and encourages discussions that affect strategies for employer outreach.

Subrecipient shall participate in quarterly Business Services Team workgroups to serve employers through a coordinated business services plan including:

- Keep up-to-date with local industry sectors and help develop the skilled talent needed by regional industry clusters to fill in-demand occupations;
- Gain traction in requesting employers open their doors to provide company tours, job shadows, interviews, job search coaching, internships, and jobs;
- Facilitate interactions between employers and customers to meet employer staffing needs and fulfill the customer's goal of family-supporting employment.
- Designate a staff member to functionally co-lead the workgroup in partnership with the Employment Security Department (ESD).

C. EXPANDING PARTNERSHIPS

Subrecipient shall work to connect with new local businesses and build upon already established relationships. Under WIOA, employers are the primary customer. Subrecipient shall keep up to date with local industry sectors and help develop the skilled talent needed by regional industry clusters to fill demand occupations. Subrecipient shall engage employers, business associations, secondary and post-secondary education partners, private training providers, apprenticeship programs, chambers of commerce, community partners, and other workforce and economic development groups to supply the talent businesses need. These relationships will enable the Subrecipient to identify candidates who can become job-ready through Work-Based Learning (WBL) or short-term training.

D. PROGRAM RECRUITMENT AND ORIENTATIONS

Effective recruitment starts with building relationships with community-based organizations, training providers, businesses, and partner organizations like the Community Action Council (CAC) and the Goodwill Employment Center. Subrecipient shall continue to optimize relationships with partners currently affiliated with the One-Stop center, including the ESD, Department of Social and Health Services (DSHS), Local Veteran's Employment Representative (LVER), Disabled Veterans' Outreach Program (DVOP) personnel, Columbia Basin College (CBC), Division of Vocational Rehabilitation (DVR), Opportunities Industrialization Center (OIC), Basic Food Employment and Training (BFET), and Labor and Industries (L&I).

Reaching priority populations (recipients of public assistance, other low-income individuals, individuals who are deficient in basic skills, veterans, and eligible spouses) and achieving



performance outcomes begins with effective recruitment. Subrecipient shall take WIOA services to the community through a broad-based, targeted outreach effort in English and Spanish.

Subrecipient shall reach further into the community by utilizing a combination of social media, Flash Alert News, newsletters, flyers, emails, and GovDelivery as outlined in WSCB Branding and Social Media Procedure No. 2019-04. Recruitment shall include conducting informational orientations to provide an initial overview of program services and eligibility requirements.

E. ELIGIBILITY REQUIREMENTS

Subrecipient shall conduct intake and require 100% eligibility verification documentation, including supervisory review and approval. Individuals must meet the following eligibility guidelines for the Dislocated Worker Program:

- U.S. citizen or otherwise legally entitled to work in the U.S.;
- Selective Service Registration for males who are 18 or older and born on or after January 1, 1960, unless an exception is justified (for Selective Service registration guidance, refer to BFWDC Program Notice-04, Selective Service Registration Requirements), or the individual is less than 18 years of age; and
- Meets one of the Dislocated Worker categories listed in the table below:

Category	Dislocated Worker Eligibility Criteria	
1. General Dislocation	<input type="checkbox"/>	1.1 An individual who was terminated, laid off, or received a notice of termination or layoff. AND
	<input type="checkbox"/>	1.2 Is determined unlikely to return to previous industry or occupation; AND
	<input type="checkbox"/>	1.3.1 Is eligible for or has exhausted entitlement to unemployment compensation; OR
	<input type="checkbox"/>	1.3.2 Is not eligible for unemployment compensation but can show attachment to the workforce of sufficient duration
2. Dislocation from Facility Closure / Substantial Layoff	<input type="checkbox"/>	2.1 An individual who was terminated, laid off, or received a notice of layoff from employment at a plant, facility, or enterprise as a result of Permanent closure or Substantial layoff; OR
	<input type="checkbox"/>	2.2 An individual employed at a facility at which the employer has made a general announcement that the facility will close within 180 days.
3. Self-employed Dislocation	<input type="checkbox"/>	Was self-employed (including employment as a farmer, rancher or a fisherman), but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters.

4. Displaced Homemaker * * Per TEGL 26-13, individuals cannot cite long-term partners to whom they were not married as family members. Individuals can cite adult children upon whom they were financially dependent as family members so long as it is appropriately documented.	<input type="checkbox"/>	4.1 An individual who was dependent on the income of another family member and is no longer supported by the income of that family member; <u>OR</u> Is the dependent spouse of a member of the armed forces on active duty and whose family income is significantly reduced because of a deployment, a call or order to active duty, or a service-connected death or disability of the member; <u>AND</u>
	<input type="checkbox"/>	4.2 Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.
5. Dislocated/ Separating Military Service Members	<input type="checkbox"/>	5.1 A non-retiree military service member discharged or released from service under anything <u>other than dishonorable discharge</u> , or who has received a notice of military separation (defined by Local BFWDC (see Section 4.2.1). Per proposed 20 CFR 680.660, separating military service members automatically qualify as unlikely to return to a previous industry or occupation and as eligible for or exhausted entitlement to Unemployment Insurance. Note: Dislocated military service members, veterans and other covered persons are eligible for Priority of Service (POS) as described in POS Policy 1009, Revision 1.
6. Spouses of Military Service Members	<input type="checkbox"/>	6.1 The spouse of a member of the armed forces on active duty, and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; <u>OR</u> 6.2 The spouse of a member of the armed forces on active duty and who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment. Note: a military spouse may also qualify as a displaced homemaker (Category 4).

Subrecipient shall follow BFWDC WIOA Eligibility Policy #2015-01.

F. INDIVIDUAL EMPLOYMENT PLAN

The Individual Employment Plan (IEP) shall begin with an interactive discussion between the customer and the Subrecipient, resulting in a mutually developed plan. Subrecipient shall develop an IEP at registration for each eligible customer based on the results of a comprehensive assessment which identifies, at a minimum, the customer's employment goals, the appropriate combination of service to achieve their employment goals, needs, barriers, training, and educational goals. The IEP shall focus on a career pathway that can provide a guide beyond initial employment. Once the IEP is developed, case notes shall document all services provided to the customer or when the customer's circumstances warrant a change. Subrecipient shall follow BFWDC WIOA Individual Employment Plan Policy #2015-19.

G. INDIVIDUALIZED CAREER SERVICES

When the Subrecipient determines that individualized career services are appropriate for a customer to obtain employment, those services shall be made available by the Subrecipient including, but are not limited to:

- Comprehensive and specialized assessments of skill levels and service needs;

- Development of an IEP to identify the employment goals, appropriate achievement objectives, and appropriate combination of services needed for the customer to achieve their employment goals, including information about eligible training providers and pathways to attain career objectives;
- Group and individual counseling and mentoring;
- Career planning (e.g., case management);
- Short-term pre-vocational services, including the development of communication skills, interview skills, punctuality, and professional conduct to prepare customers for unsubsidized employment or training;
- Internships and work experiences linked to careers;
- Workforce preparation activities that help a customer acquire a combination of basic academic skills, digital literacy skills, critical thinking skills, self-management skills, and other competencies necessary for the successful transition into and the completion of post-secondary education and training or employment;
- English language acquisition and integrated education and training programs;
- Out-of-area job search assistance and relocation assistance; and
- Financial literacy services.

Comprehensive case management begins when the Subrecipient determines that a job seeker requires individualized career services to attain employment and self-sufficiency. Subrecipient shall utilize the [Self-Sufficiency Calculator](#) as the local criteria to determine whether employment leads to economic self-sufficiency.

H. UPGRADE SKILL SETS TO MEET EMPLOYER DEMAND

In reviewing the ESD Washington State [Employer Demand reports](#), including the top 25 occupations and certifications desired by local businesses, there is an essential need within our workforce for opportunities to upgrade current skill sets. A few of the most requested credentials local employers require includes Commercial Driver's License, HAZMAT (Hazardous Material) Endorsement, Forklift, Certified Nursing Assistant, and Cyber Security certifications. With a workforce infused with long-term unemployment, customers do not possess the financial means to assist with training expenses.

The six major sector areas identified within our communities include Government (Professional/Technical), Transportation/Warehousing, Healthcare, Construction, Manufacturing and Agriculture/Food Processing. Subrecipient shall emphasize training and placement services to support customers and meet the demand of our growing workforce. Subrecipient shall work with local training providers and businesses to increase the number of customers who have at least one year of post-secondary education and promote Registered Apprenticeship and Entrepreneurial opportunities as options to gainful employment.

I. WORK EXPERIENCE

Subrecipient shall enhance the employability of a customer who has limited work history by providing short-term work experiences to develop good work habits and build work skills to



demonstrate they can do a job. A Work Experience (WEX) helps the customer gain experience in their area of interest, obtain a letter of recommendation, create networking opportunities, and boost their resume with real-world, job-specific skills. Subrecipient shall follow BFWDC WIOA Work Experience Policy #2015-06 when establishing a WEX for a customer.

J. ASSESSMENTS PRIOR TO TRAINING

Standardized basic skills assessments are utilized before the expenditure of training funds to assure limited program dollars target the best outcomes for customers. Subrecipient shall use assessment tools approved by the BFWDC to identify a customer's current skills, areas in need of improvement and determine remediation needs before establishing an Individual Training Account (ITA). To enhance alignment across partner programs, using previous assessments from other education or training programs is allowed for determining appropriate career and training services. Subrecipient shall follow BFWDC WIOA Assessment Policy #2015-09 when utilizing assessments before authorizing training funds.

K. TRAINING SERVICES

Training services can be critical to the employment success of dislocated workers. On-The-Job Training (OJT) and Individual Training Accounts (ITA) are types of highly valued training services in our region. Subrecipient shall provide training services to customers if they are determined eligible, registered, and require additional services to obtain employment. As part of the eligibility process, the customer must receive, at a minimum, an interview, evaluation or assessment, and career planning or other means to determine eligibility for WIOA funded training services. However, if career services are not provided before training, documentation must explain how the customer was determined eligible for training services.

Subrecipient shall use training services to help close the skills gap in targeted industry clusters for demand occupations within Benton-Franklin counties. Subrecipient shall establish referral partnerships with businesses and training providers to expand training opportunities to those with limited access and strategically focus on the programs and learning opportunities offered through our local colleges.

- CBC structures programs to culminate in the attainment of industry-recognized certificates, completing technical instruction with workplace skills educations. Subrecipient shall market OJT's to businesses within one of the priority sectors established within our region, including those who have used WorkSource in the last two years.
- City University offers over 50-degree programs through evening and weekend classes, as well as distance learning.
- Washington State University (WSU) Tri-Cities offers strong community support and partnerships, particularly with the nearby Pacific Northwest National Laboratory (PNNL), that provides unique learning opportunities to keep pace with the rapid change in critical demand industries within our region.
- Charter College offers associate and bachelor's programs in an "accelerated" format in business, healthcare, legal, technical, and the trades.

L. INDIVIDUAL TRAINING ACCOUNTS

Customers interested in improving their vocational skills or gaining occupational certificates can engage in training opportunities targeting growth industries. The use of an ITA provides customers with specialized training services through state-approved training providers listed on the [Washington State Eligible Training Provider List \(ETPL\)](#). ITA's provide education and occupational skills to customers in need of training to prepare them for employment.

Subrecipient shall maximize customer choice when selecting an eligible provider for training, per 20 CFR 680.340. Subrecipient shall work with customers to develop training plans that leverage outside resources, including but not limited to Worker Retraining, PELL Grants, Scholarships, and Commissioner Approved Training (CAT). Training plans are driven by labor market demand and lead to a clear path to employment. Case notes shall reflect combined resources from various funding sources applied to a customer's plan and specific WIOA dollars needed to achieve their goals. There is a local lifetime ITA limit of \$7,000 per customer. Subrecipient shall follow BFWDC WIOA Individual Training Account Policy #2015-04 when establishing an ITA.

M. ON-THE-JOB TRAINING

OJT is an essential work-based learning option that the Subrecipient shall offer to local employers and job seekers. OJT puts unemployed individuals to work earning a wage while they receive training to address gaps in their skill set that hinders them from fully performing a job. For employers, OJT offers the opportunity to offset initial training costs associated with training a customer who does not possess all of the skills, training, education, and work experience required for the job while building organizational productivity as the customer learns job requirements.

Subrecipient may reimburse the employer up to 75% of the customer's wages while in an OJT. The duration shall be appropriate to the occupation for which the customer is receiving training and considers the training content, previous work experience, and service strategies. Subrecipient shall only provide OJT opportunities to customers who have demonstrated a desire to succeed by meeting participation and attendance requirements in prior service components. The Subrecipient shall follow Local BFWDC WIOA On-the-Job Training Policy #2015-05 when developing an OJT opportunity for a customer.

N. ENTREPRENEURIAL TRAINING

The Subrecipient shall comply with state statutes regarding self-employment assistance and entrepreneurial training (also known as self-employment training) as reflected in RCW 50.62.030 (2). The Subrecipient shall provide the opportunity for all WIOA eligible customers to enroll in self-employment or entrepreneurial training programs on the same basis as they are provided the opportunity to enroll in other WIOA-funded training. WIOA-eligible training providers offering self-employment training are available on the state's ETPL. The Subrecipient shall follow BFWDC WIOA Self-Employment Policy #2015-07 when assisting a customer with entrepreneurial training.

O. APPRENTICESHIP

Subrecipient shall partner with local labor organizations to refer and encourage program customers to explore “pre-apprenticeship” programs. Several trades’ apprenticeship programs have pre-requisites to enter the program, which include educational skills criteria. Subrecipient shall ensure customers are exposed to basic skills remediation, General Education Development (GED) attainment, and required academic education so they can be considered for apprenticeship training.

P. CO-ENROLLMENT BETWEEN CONTRACTS

Co-enrollment is when two programs enroll and serve the same individual concurrently or sequentially. The objective of co-enrollment is to broaden services, maximize flexibility and service delivery to eligible populations. Subrecipient shall justify and document the customer’s need and the services to be provided before co-enrollment. Subrecipient shall identify and track the funding streams that pay the costs of services provided to individuals who are participating in programs concurrently and ensure no duplication of services. The customer must clearly understand the programs in which they are participating, and the Subrecipient shall use case notes to document the separation of services.

Q. REQUIRED RAPID RESPONSE ACTIVITIES

Rapid Response is designed to be proactive, data-driven, engaged with businesses and focused on preventing layoffs or minimizing their negative impacts. It plays a vital role in providing customer-focused services to dislocated workers and employers by delivering valuable solutions to businesses and essential services to affected workers. It is the Subrecipient’s responsibility to ensure that the following activities are made available to meet the needs of businesses and affected workers, including, but not limited to:

- Layoff aversion activities (See **Layoff Aversion** section below);
- Immediate contact with the employer, representatives of the affected workers, and the local community, including an assessment of and plans to address:
 - Layoff plans and the employer’s layoff schedule.
 - Background and probable assistance needs of the affected workers.
 - Re-employment prospects for workers.
 - Available resources to meet the short and long-term needs of affected workers.
- Provide information and access to unemployment compensation benefits and programs, One-Stop system services, employment, and training activities, including information on the WIOA Dislocated Worker program, Trade Adjustment Assistance (TAA), Pell Grants, the GI Bill, and other resources;
- Deliver other necessary services and resources, including workshops, classes, and job fairs to support re-employment efforts for affected workers;
- Develop and maintain partnerships with other appropriate federal, state, and local agencies and officials, employer associations, industry business councils, labor organizations, and other public and private organizations to:
 - Conduct strategic planning to develop strategies to address dislocation events and ensure timely access to a broad range of necessary services.



- Develop mechanisms for gathering and exchanging information and data relating to potential dislocations, resources available, and customize layoff aversion or Rapid Response activities to ensure the ability to provide Rapid Response services as quickly as possible.
- Deliver services to workers for which a petition for TAA has been filed.

Layoff Aversion

Layoff Aversion refers to strategies and activities designed to prevent or minimize the duration of unemployment resulting from layoffs, including:

- Assist businesses in managing reductions in force, which may include early identification of firms at risk of layoff, assessment of the needs of and options for at-risk firms, and the delivery of services to address those needs;
- Ongoing engagement, partnership, and relationship-building activities with businesses in the community, to create an environment for successful layoff aversion efforts and to enable the provision of assistance to dislocated workers in obtaining re-employment as soon as possible;
- Establish linkages with economic development entities, including local business retention and expansion activities; and
- Connect businesses and workers to short-term, on-the-job, or customized training programs and apprenticeships before or after layoff to help facilitate rapid re-employment.

Employer Contact

When the Subrecipient becomes aware of an impending closure or layoff through a Worker Adjustment and Retraining Notice (WARN) announcement, filing of TAA petition, employer request, notification of a dislocation event, media outlets, or other sources, an attempt shall be made to contact the business within 48 hours to offer Rapid Response services to the company and affected workers. This initial contact shall be used by the subrecipient to identify:

- Layoff schedules;
- The employer's plan to assist dislocated workers, including the status of collective bargaining negotiations that might affect layoff benefits;
- Inquire as to the role of foreign trade, if any, in precipitating layoffs or closures. If trade impacts are cited, provide that information to ESD TAA Program staff to follow up with employer to determine if the events warrant the filing of TAA petitions with U.S. Department of Labor (DOL);
- Consult and coordinate with appropriate labor representatives when planning rapid response activities for those impacted workers covered by a collective bargaining agreement. Rapid response teams must be cautious and avoid any actions that might impact collective bargaining negotiations and be aware of the impact that the offer of services and resources may have on the negotiation process, especially with respect to financial arrangements related to the provision of severance benefits;
- Explain the services available to both the business and affected workers;
- Arrange a way to disseminate the information to workers;
- Provide an overview of what will be delivered at the employee orientation;

- Schedule an orientation; and
- Collect additional information as needed.

Every effort shall be made to accommodate the business and promote the attendance of the affected workers. While the Subrecipient shall make a reasonable and concentrated effort to deliver services, businesses are under no obligation to accept Rapid Response services.

Rapid Response Team Coordination Responsibilities

The Rapid Response Team is comprised of WSCB system partners who provide resources and services to assist laid-off workers. Subrecipient shall notify and coordinate rapid response events with the WorkSource Systems Coordinator so WSCB partners can assume responsibility for service delivery to laid off workers who are interested in accessing career, training, supportive, and other relevant services available through the One-Stop system. Subrecipient shall notify WSCB partners of the impending dislocation by sending an email inviting them to attend the orientation. The Rapid Response Team includes representatives from:

- ESD UI Claims Center;
- TAA
- Community and Technical Colleges;
- Community Action Agencies;
- WIOA Dislocated Worker Program;
- Veterans Program Services;
- DSHS;
- DVR; and
- Other stakeholders and interested parties

Subrecipient shall lead Rapid Response efforts when partnering with bordering workforce development areas if it is determined that jointly providing services would better assist employers and impacted workers.

Orientations and Required Topics

Rapid Response layoff orientations are informational sessions for dislocated workers to learn about One-Stop services and resources available through the workforce system. Whenever possible, these orientations will take place at the worksite but can also take place at the one-stop center, in a rented meeting room at a time that is convenient to the workers or using virtual platforms. Subrecipient shall deliver consistent information to dislocated workers at layoff orientations by providing, at a minimum, the following information:

- Unemployment Insurance;
- Training Benefits Program;
- CAT;
- Wagner-Peyser Employment Services;
- WIOA Title I Dislocated Worker Program Services;
- Veteran's Priority of Service;
- Community and Technical College Programs and Resources;



- TAA and Trade Readjustment Allowance (TRA), if it is established that the layoff or closure is trade-related, regardless of whether a TAA petition is filed; and
- Other information from WSCB system partners and community programs deemed necessary and appropriate

Layoff Profile and Informational Packets

Subrecipient shall be responsible for documenting all layoff information on the Benton-Franklin Dislocated Worker Layoff Profile form (see Attachment G). Documentation shall include the business name, location, date, number of workers affected, if the layoff is temporary or permanent, the business or industry represented, and other information that may be of value. Subrecipient shall email the Layoff Profile to the Benton-Franklin Workforce Development Council (BFWDC) on the 10th of the month following the reporting month.

When group orientations are not possible, the Subrecipient shall disseminate the information to affected workers individually by leaving informational packets (agency and partner flyers, informational brochures, etc.) at the business or emailing virtual informational packets. If the Subrecipient cannot obtain employee contact information from the employer, the Subrecipient shall attempt to contact the affected workers to encourage them to schedule an appointment to learn about services available at the One-Stop center.

Surveys and Services

Subrecipient shall quickly assess the needs of affected workers in a group setting, one-on-one, or virtually using surveys or other instruments to identify their skills, education, and potential assistance needs. Rapid Response services provided to each worker include registering for work on WorkSourceWA.com, resumé assistance, information, and assistance on how to file for Re-employment Assistance benefits, information on the WIOA Dislocated Worker program, and other services when appropriate.

Note: DOL requires survey results if closures or layoff events are of a magnitude that compels the state to pursue National Dislocated Worker Grants (NDWGs).

Convene Local Partners to Improve Services

Subrecipient shall periodically convene local partners, including Rapid Response and business engagement teams, too:

- Evaluate local service demand;
- Implement strategies to meet local demand; and
- Continuously improve Rapid Response services to individuals and businesses.

R. JOB CLUBS

Subrecipient shall provide hands-on group learning sessions, or Job Clubs, that provide information on the current labor market, niche boards, how to market an OJT, and identify transferrable skills. Job clubs will help dislocated workers share their experiences, job leads and builds confidence by becoming better prepared and organized to conduct their job search.



Sessions will address current and local needs, prepare dislocated workers to be competitive in the current labor market, and focus on topics such as LinkedIn and effective networking.

S. SUPPORTIVE SERVICES

Supportive services enable customers to participate in WIOA program activities such as training, school, work experience, and job search. Supportive services are not entitlements, and WIOA provides the following guidelines:

1. Supportive services may only be provided to individuals who are:
 - a) Participating in career and training services as defined in WIOA Section 134 (c) (2) (3) and 20 CFR 680.910; and
 - b) Unable to obtain supportive services through other programs or community resources providing such services (WIOA Section 134 (d) (2) (B)).
2. Supportive services are allowed as a component of follow-up services for WIOA dislocated workers that have completed the program to help them retain unsubsidized employment.
3. Supportive services may only be provided when they are necessary to enable customers to participate in Title I activities (WIOA Section 124 (d) (2) (A) and WIOA Section 3 (59)).

Subrecipient shall provide support services to customers following BFWDC WIOA Support Services Policy #2015-02.

T. CASE NOTES

WIOA adheres to a case management approach to service delivery. Integral to this approach is the maintenance of comprehensive case notes for each customer by the Subrecipient. Subrecipient shall record case notes into Washington State's Management Information System (MIS) to provide evidence of services and activities provided to customers while enrolled in WIOA activities and support compliance with federal, state, and local policies. Subrecipient shall follow BFWDC WIOA Case Note Policy #2015-14 to tell the story of the customer's participation while enrolled in the program.

U. RETENTION AND FOLLOW-UP

The goal of follow-up services is to ensure job retention, wage gains, and career progression for customers placed in unsubsidized employment. If follow-up services are requested by customers and determined by the Subrecipient to be appropriate for those customers, follow-up services shall be provided for a period of up to 12 months. Follow-up services may include, but are not limited to, two-way exchanges between the employment specialist and either the customer or the customer's employer as follows:

- Provide individuals with additional career planning;
- Contact individuals or employers to verify employment;
- Counsel individuals about the workplace;
- Contact individuals or employers to help secure better-paying jobs;
- Contact individuals or employers to resolve work-related problems;
- Connect individuals to peer support groups;



- Provide individuals with information about additional educational or employment opportunities;
- Provide individuals with referrals to other community services. Individuals in need of such services will be informed of and referred to other government and community services such as Temporary Assistance for Needy Families (TANF), DSHS, CAC, Goodwill, and other local resources available on 211info.org before receiving supportive services.

Subrecipient shall follow BFWDC WIOA Adult and Dislocated Worker Follow-up Services Policy #2015-16 and record follow-up services into Washington State's MIS.

V. MANAGEMENT INFORMATION SYSTEM RESPONSIBILITIES

Subrecipient shall upload all WIOA program participant documentation and accurately record participant data, services provided, and outcomes of services into the Washington State MIS, currently called Efforts to Outcomes (ETO). Services entered in the MIS must be recorded in a timely manner as outlined in WorkSource Information Notice (WIN) 0082, Change 1, and align with the services defined in the WorkSource Services Catalog. Subrecipient shall record case notes to support participant demographics, services provided, and outcomes of services in the MIS.

ESD and the state Workforce Development Council manage the WorkSource customer MIS. Subrecipient shall ensure:

- At least one MIS user receives Train-the-Trainer training to become a certified WSCB ETO Trainer for the Dislocated Workers program.
- At least one MIS user signs up and participates in regularly scheduled Training 12 calls to disseminate updates on MIS changes and improvements to WIOA program system users. A request shall be sent to esdgpWSSTEAM@esd.wa.gov to be added to the Information Technology Service Delivery (ITSD) Training Team's distribution list to attend Training 12 calls.

W. BFWDC AND WORKFORCE PROFESSIONALS CENTER POLICIES

Subrecipient shall ensure program staff read, understand, and are knowledgeable in BFWDC policies, program notices, state policies, and state guidance such as WINs, Training and Employment Guidance Letters (TEGL), and Training and Employment Notices (TEN). BFWDC policies can be found in the policy section of the BFWDC website, <https://www.bentonfranklinwdc.com/policies>, and state policies and guidance can be found on the Workforce Professionals Center website, <https://wpc.wa.gov/wswa>.

X. MINIMUM SPENDING LEVELS

Subrecipient shall expend a minimum of 90% of the contract budget as referenced in Exhibit E.

Y. WIOA Dislocated Worker PERFORMANCE MEASURES

Subrecipient shall meet and is encouraged to exceed the BFWDC's Dislocated Worker performance measures for Program Year 2021 set forth below.



Employment Rate 2nd Quarter after Exit – 75.5%

The percentage of Dislocated Worker program participants who are in unsubsidized employment during the second quarter after exit from the program shall be 75.5% or greater.

Calculation Methodology: The number of Dislocated Worker participants who exited during the program year who:

1. Are identified as employed (using, for example, Unemployment Insurance (UI) wage record match, Federal or military employment records, or supplemental wage information), in the second quarter after exit; **divided by**
2. The number of dislocated worker participants who exited during the program year.

Employment Rate 4th Quarter after Exit – 75.5%

The percentage of dislocated worker program participants who are in unsubsidized employment during the fourth quarter after exit from the program shall be 75.5% or greater.

Calculation Methodology: The number of dislocated worker participants who exited during the program year who:

1. Are identified as employed (using, for example, a UI wage record match, Federal or military employment records, or supplemental wage information), in the fourth quarter after exit; **divided by**
2. The number of dislocated worker participants who exited during the program year.

Median Earnings 2nd Quarter after Exit - \$7,666

The total quarterly earnings for all customers employed in the second quarter after exit shall be determined by either direct wage record match or supplemental wage information. The collected quarterly wage information values shall be listed in order, from the lowest to highest value. The median earnings value shall be at least \$7,666.

Credential Attainment Rate 2nd Quarter after Exit – 71.3%

The percentage of dislocated worker program participants enrolled in an education or training program (excluding those in OJT and customized training) who attained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program shall be 71.3% or greater.

Calculation Methodology: The number of dislocated worker participants who exited during the reporting period who:

1. Obtained a recognized post-secondary credential during program participation or within one year after exit; **or**
2. Were in a secondary education program and obtained a secondary school diploma or its recognized equivalent during program participation or within one year after exit **and** were also employed, or in an education or training program leading to a recognized post-secondary credential within one year after exit; **divided by**

3. The number of participants enrolled in an education or training program (excluding those in OJT and customized training) who exited during the reporting period.

Measurable Skill Gains Indicator – 50%

The percentage of dislocated worker program participants who, during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment shall be 50% or greater.

Calculation Methodology: The number of dislocated worker program participants during the reporting period who:

1. Are in an education or training program that leads to a recognized post-secondary credential or employment **and** are achieving measurable skill gains based on attainment of at least one gain; **divided by**
2. The number of program participants during the reporting period who are in an education or training program that leads to a recognized post-secondary credential or employment.

Z. TRAINING GOALS

Subrecipient shall provide monthly performance reporting to the BFWDC that identifies progress towards attaining negotiated training goals. The desired outcome is to meet these totals every quarter. Although 223 customers are required to be served in the program and receive services, only 55 or more are required to receive training services. Subrecipient shall meet the following annual totals for training services.

PY21 Dislocated Worker Training Services Quarterly Goals				
(Cumulative Totals)				
Training Services	9-2021	12-2021	3-2022	6-2022
Individual Training Account (ITA)	12	24	32	50
On-the-Job Training (OJT)	0	1	3	4
Work Experience (WEX)	0	0	0	0
Self-Employment	0	0	0	1
Total Training Services	21	25	35	55

AA. ENROLLMENT AND EXIT GOALS

Subrecipient shall provide monthly performance reporting to the BFWDC that identifies progress towards attaining negotiated enrollment and exit goals. The desired outcome is to meet these totals every quarter. Subrecipient shall meet the following annual totals for enrollments and exits.



PY21 Dislocated Worker Enrollment & Exit Quarterly Goals					
(Cumulative Totals)					
Enrollments and Exits	Carry-In	9-2021	12-2021	3-2022	6-2022
Enrollments: Basic Services	0	0	0	0	0
Enrollments: Individualized Services	35	65	110	170	223
Enrollments: Training Services	12	12	25	35	55
Employed at Exit		19	55	90	134

GENERAL TERMS AND CONDITIONS
for
Contracts
under
THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1 INTRODUCTION

1.1 Scope

The purpose of this Contract is to establish the general terms and conditions to which funding provided by the Benton-Franklin Workforce Development Council (BFWDC) under Title I of the Workforce Innovation and Opportunity Act is subject to.

1.2 Definitions

"BFWDC" shall mean Benton-Franklin Workforce Development Council or the local workforce development board for WDA 11.

"Contractor" shall mean any entity receiving funding under this Contract for the purpose of providing goods or services that are not related to the carrying out of this Contract.

"DOL" shall mean the United States Department of Labor.

"EO Officer" shall mean the Equal Opportunity Officer of the BFWDC.

"ESD" shall mean the Washington State Employment Security Department.

"ETA" shall mean the United States Department of Labor Employment and Training Administration.

"Materials" shall mean all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions.

"Negotiated Indirect Cost Rate" shall mean the Subrecipient's maximum allowable costs allowed for indirect/administrative costs that have been developed and approved by the Cognizant Agency from which the Subrecipient receives the most funding in accordance with 2 CFR 200.

"RCW" shall mean the Revised Code of Washington.

"State-Level EO Officer" shall mean the Equal Opportunity Officer of who reports to the Governor or their designee and is responsible for State Program-wide coordination of compliance with the equal opportunity and nondiscrimination requirements in WIOA and 29 CFR Part 38.

"Subrecipient" shall mean any non-federal entity that receives funding from the BFWDC to carry out any part of this Contract, including, but not limited to, any non-federal entity that receives funding from the BFWDC to be a One-Stop Operator.

"WIA" shall mean the Workforce Investment Act (Public Law 105-220).

"WIOA" shall mean the Workforce Innovation and Opportunity Act (Public Law 113-128).

1.3 Applicable Laws

Throughout the term of this Contract, Subrecipient shall 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.

1.4 Assignment and Delegation

The work to be provided under this Contract and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

1.5 Governing Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington.

1.6 Modification

The BFWDC may unilaterally modify the terms of this Contract when such modifications are required by controlling law. Such changes, including any increase or decrease in the amount of reimbursement, shall be incorporated as a written modification to the Contract.

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

1.7 Severability

The provisions of this Contract are intended to be severable. If any term or provision shall be held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

2 SUBAWARDS

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

3 ASSURANCES

The BFWDC and the Subrecipient agree that all activity pursuant to this Contract will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

The Subrecipient shall conduct the program in accordance with the existing or hereafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource System Policies.

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient 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:

- A. 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, 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;
- B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the

basis of race, color, and national origin;

- C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient 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 Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

4 SUBRECIPIENT REGISTRATION

If applicable, the Subrecipient shall complete registration with the Department of Revenue, Department of Labor and Industries, Department of Enterprise Services, Office of the Secretary of State and/or the Employment Security Department's Tax Administration by having filed a master business application prior to the execution of this Contract and shall pay any taxes, fees or deposits required by the state as a condition of providing services under this Contract. Subrecipient will provide the BFWDC with its Washington Unified Business Identifier (UBI) number/or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. The required information will be provided prior to the Subrecipient's commencing services under this Contract.

5 CONFLICT OF INTEREST

5.1 Conflict of Interest

Subrecipient 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 Subrecipient, 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 Subrecipient 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. Subrecipient must abide by WIOA Title I Policy 5405.

5.2 Code of Conduct

Subrecipient shall have a written Code of Conduct for procurement, award, and administration of contracts. The Code of Conduct regarding the conflict of interest shall contain penalties, sanctions or other disciplinary actions. The Code of Conduct shall apply to all Subrecipient's staff, board members, volunteers, or other individuals involved in the procurement, award, or administration of contracts. The Code of Conduct shall ensure that no one in a decision-making capacity shall have a real or apparent conflict of interest in the selection, award, or administration of contracts or subcontracts.

5.3 Gifts

Gratuities in the form of entertainment, gifts or otherwise offered by the Subrecipient, or an agent or representative of the Subrecipient to any officer or employee of the BFWDC, with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination will render this Contract voidable at the option of the BFWDC.

5.4 Public Service Ethics

Subrecipient shall comply with the Ethics in Public Service act of Chapter 42.52 RCW and all Washington State Procurement Ethics rules.

6 CONFLICTING PROVISIONS

If any provision of this Contract is allegedly in conflict with federal or state law, the conflict will be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations, including, but not limited to, the existing or hereinafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource Policies;
2. The Contract and its modifications; and,
3. The Local Workforce Integrated Plan and its modifications for this Workforce Development Area retained by ESD and the Workforce Training and Education Coordinating Board (WTECB).

7 DEBARMENT AND SUSPENSION

Subrecipient must not be debarred, suspended, or otherwise excluded from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", Codified at 29 CFR part 98. Subrecipient must not contract with any individuals or organizations who are debarred, suspended, or excluded from participating in Federal Assistance Programs. Subrecipient must provide a signed statement, attached as Exhibit D to this Contract that it is complying with the requirements of this section.

8 DISPUTE RESOLUTION

8.1 Dispute Resolution

In the event a dispute arises out of this Contract between the BFWDC and the Subrecipient, both parties agree to try negotiating in good faith to resolve the dispute before any subsequent action is taken. If no resolution can be obtained through this informal negotiation, WIOA Title I Policy 5410 shall govern the dispute resolution and appeals process.

8.2 Venue

The venue of any action brought hereunder shall be in either Benton County or Franklin County.

8.3 Fees and Costs

If any litigation arises out of this Contract, each party shall be responsible for its own expenses, costs, and attorney fees.

9 ACCESS AND MONITORING

9.1 Access to Facilities

To the extent permitted by law, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by the BFWDC shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. In addition, these entities shall have the right, subject to conformance with Subrecipient's safety and security standards provided in advance to the BFWDC and to the extent permitted by law, to access, examine, and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the

Subrecipient. Access shall be conducted at reasonable times and in a reasonable manner. Access is required to be granted as long as the records are retained and at no additional cost to the BFWDC.

9.2 Audits

To the extent permitted by law, at any time during normal business hours and as often as the BFWDC, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by the BFWDC deem necessary, the Subrecipient shall make its records available. To the extent permitted by law, these duly-authorized organizations shall have the authority to audit, examine, and make excerpts or transcripts from records including all contracts, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Contract. The Subrecipient will maintain its records and accounts in such a way as to facilitate the audit and ensure that sub-contractors also maintain records that are auditable. The Subrecipient is responsible for any audit exceptions resulting from its own actions or those of its sub-contractors. The Subrecipient and its sub-contractors shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200. If the Subrecipient expends \$750,000 or more during the Subrecipient's fiscal year of federal award money, Subrecipient must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

9.3 Records Storage

The Subrecipient shall maintain its records and accounts in such a way as to facilitate any audits or examinations conducted in accordance with this Contract or under applicable laws, regulations, or policies. Subrecipient shall also require that sub-contractors also maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

9.4 Contractor Application

Subrecipient shall include all the requirements of section 9 of this Contract in all contracts or purchase orders with Contractors.

10 RECORDS

10.1 Protection of Confidential information

Subrecipient shall not publish, transfer, sell, or otherwise disclose any confidential information gained through this Contract unless:

- a. Related to the purpose of this Contract;
- b. Required by law; or
- c. Authorized by prior written approval of the person who is the subject of the confidential information.

Subrecipient shall maintain proper security measures to protect all confidential information.

10.2 Records Retention

The Subrecipient shall:

- a. Retain all records pertinent to this contract, including financial, statistical, property, and supporting documentation, for a period of at least three years after submittal of the final expenditure report (closeout) for that funding period to the awarding agency;
- b. Retain records for non-expendable property for a period of three years after final disposition of the property;
- c. Retain all program and data validation records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment for a period of not less than three years from the point that the record is no longer included in reportable outcomes (as opposed to the close of the applicant's program year);
- d. Retain records regarding complaints and actions taken on complaints for at least three (3) years from the date of resolution of the complaints;

- e. Retain all records beyond the required three (3) years if any litigation or audit is under way or a claim is instituted involving the grant or agreement covered by the records. The records must be retained for at least three (3) years after the litigation, audit, or claim has been resolved;
- f. Maintain records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint; and
- g. Comply with all other requirements of WIOA Title I Policy #5403.

10.3 Safeguarding of Client Information

Without prior written consent by the recipient or client or as otherwise required by law, Subrecipient shall not use or disclose any information concerning a program recipient or client for any purpose not directly connected with the administration of the department's or the Subrecipient's responsibilities under this Contract.

10.4 Procurement Records

Subrecipient must maintain records detailing the history of all purchasing and procurement in which funds from this Contract were used. This includes the rationale for the selected method of procurement, selection of contract type, basis for contractor selection or rejection, and basis for contract price.

11 ENERGY AND POLICY CONSERVATION

The Subrecipient 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 (42 U.S.C. 6201).

12 ENVIRONMENTAL COMPLIANCE

If Subrecipient is receiving over \$100,000 in federal grants under this Contract, the Subrecipient 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).

13 FUNDING

13.1 Funding Provided

Funding made available through this Contract is limited to the funding expressly provided in this Contract. Subrecipient will use the funding provided in this Contract only on allowable costs. The BFWDC will honor all allowable costs submitted within the funding period if funding is available.

13.2 Profit

Any profit generated by funds made available under this Contract must be used or returned to the BFWDC in accordance with WIOA Title I Policy #5220.

13.3 Recapture

Funding provided in this Contract is subject to recapture under WIOA Title I Policy #5275.

13.4 Indirect Cost Rate

Subrecipient shall not spend funding obtained either through this Contract or any other WIOA Contract on indirect or administrative costs in excess of their Negotiated Indirect Cost Rate.

13.5 Transfer of Funding

Subrecipient may apply to the BFWDC WIOA Workforce Programs Manager to transfer funding between adult employment and training activities and dislocated worker activities in the same program year. Subrecipient must obtain prior written approval from the BFWDC before transferring any funding between program year programs. Details and application information is contained in WIOA Title I Policy #5401.

13.6 Repayment of Disallowed Costs

Subrecipient may be required to repay the BFWDC for any costs that are determined by the BFWDC to be a disallowable cost.

14 CONFERENCES AND MEETINGS

14.1 Approval

Conferences sponsored in whole or in part by the Subrecipient using funding obtained through federal awards are allowable only if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipient must use discretion and judgment to ensure that all conference costs charged to the federal grant are appropriate and allowable and must comply with the requirements in 2. CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

14.2 Executive Branch Meetings

The Subrecipient must not use any funds from this Contract for the purpose of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose this Contract. No funds from this Contract may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M12-12 Date May 11, 2012. (P.L. 113-6, 3003(c)(d)(e)).

14.3 Hotel-Motel Fire Safety Act

Pursuant to 15 U.S.C 2225(a), Subrecipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with funds from this Contract complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended).

15 SUBRECIPIENT STAFFING AND WORKPLACE

15.1 Drug-Free Workplace

Subrecipient and any sub-contractors must comply with the government-wide requirements for a drug-free workplace, as codified at 29 CFR part 94 and 48 CFR part 23.504. These requirements include but are not limited to: (1) proper establishment, publishing and distribution of drug free workplace statement and drug-free awareness program, and (2) proper notification procedures of any employee violations. Failure to comply with these requirements may be cause for suspension or disbarment. All WIOA Title I recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 94 and 48 CFR part 23.504.

15.2 Licensing

Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for performance under this Contract.

15.3 Salary and Bonus Limitations

No funds received under this Contract may be used to pay for the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

15.4 Taxes

Subrecipient shall be solely liable for payment of payroll taxes, unemployment contributions, and any other applicable taxes, insurance, or other expenses for the Subrecipient staff.

15.5 Motor Vehicle Safety Policies

Subrecipient is encouraged to develop policies and programs for the use of seat belts while driving and for the banning of cell phone use or texting while driving.

15.6 Wages and Hours

The Subrecipient shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5). (Construction contracts awarded by Subrecipients in excess of \$2000, and in excess of \$2500 for other contracts which

involve the employment of mechanics or laborers.) Any wages paid by Subrecipient using funds from this Contract shall be reasonable, necessary, and allocable for performance of this Contract, and not in excess of the usual and accustomed wages for individuals with similar qualifications. Wages must also comply with the Washington State Minimum Wage Act, RCW § 49.46. No funds obtained through this Contract may be used to pay the wages of incumbent employees during their participation in economic development activities provided through the statewide workforce delivery system.

16 INSURANCE AND BONDING

16.1 Bonding

The Subrecipient shall ensure that:

- a. Subrecipient has purchased fidelity bonding to protect against risk of loss from all officers, directors, employees, or other individuals who receive or deposit funds into program accounts, or issue other financial documents, checks, or other instruments of payments.
- b. Fidelity bonding secured pursuant to this Contract must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
- c. If requested, the Subrecipient will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

16.2 Business Auto Policy

The Subrecipient shall maintain automobile liability insurance, with a minimum limit of \$1,000,000, when vehicles owned or leased by the Subrecipient or its employees, sub-contractors, or volunteers are used to provide services in performance of this Contract.

16.3 Commercial General Liability Insurance

The Subrecipient shall at all times during the term of this Contract, carry and maintain commercial general liability insurance that covers bodily injury, property damage and contractual liability with the following minimum limit: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000.

16.4 Industrial Insurance Coverage

The Subrecipient shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BFWDC may collect from the Subrecipient the full amount payable to the Industrial Insurance accident fund.

The BFWDC may:

- a. Deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by Agency under this Contract; and
- b. Transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's right to collect from the Subrecipient.

16.5 Professional Liability Insurance

The Subrecipient 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 Subrecipient shall ensure employees and any sub-contractors are covered by professional liability insurance.

16.6 Additional Provisions

16.6.1 Excess Coverage

The limits of all insurance required to be provided by the Subrecipient shall be no less than the minimum amounts specified.

16.6.2 Identification

All insurance Policies shall reference this Contract.

16.6.3 Insurance Carrier Rating

The insurance required shall be issued by insurance companies authorized to do business within the State of Washington. Insurance is to be placed with an insurer that has a "Best" rating of A-, Class VII or better. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a Best's rating lower than A-, Class VII.

16.6.4 Material Changes

The BFWDC shall be given advance notice of any material change to insurance policies coverage for services provided under this Contract.

16.6.5 Self-Insured

If self-insured, the Subrecipient warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this Contract, and that the Subrecipient's Risk Officer or appropriate individual will provide the BFWDC evidence of such insurance. If requested, the Subrecipient will provide the BFWDC with a copy of the applicable insurance face sheet(s) or certification of self-insurance reflecting this coverage. Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the agreement.

17 INTELLECTUAL PROPERTY RIGHTS

17.1 Federal Requirements

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; and ii) any rights of copyright to which the Subrecipient, or a sub-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 contract funds, including intellectual property, these revenues are program income. Program income is added to the Contract and must be expended for allowable Contract activities. If applicable, the following needs to be on all products developed in whole or in part with contract funds: "This workforce solution was funded by a contract awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the Subrecipient and does not necessarily reflect the official position of the DOL. DOL 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."

17.2 Ownership of Materials

Unless otherwise provided, and subject to the other requirements listed in this Contract, Subrecipient shall retain ownership of all material it creates using funds from this Contract.

17.3 Licensing of Materials.

Subrecipient shall license to the public all Materials created or modified using funds from this Contract under the Creative Commons Attribution License. For Materials created using funds from this Contract, or that were developed using WIA or WIOA funding, Subrecipient hereby grants to the BFWDC a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subrecipient warrants and represents that Subrecipient has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BFWDC.

18 INTERNAL CONTROLS

Subrecipient 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 BFWDC or the Subrecipient considers to be sensitive, consistent with applicable Federal, State and local privacy and confidentiality laws.

These internal controls must include assurance that the Subrecipient 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-contractors’ compliance with applicable laws and terms of this Contract; and
- d. Taking prompt action when instances of noncompliance are identified.

19 LIMITATIONS ON CONSTRUCTION AND REPAIR

19.1 Copeland Anti-Kickback Act

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3) for all contracts and sub-contracts for construction or repair.

19.2 Davis-Bacon Act

The Subrecipient shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented DOL regulations (29 CFR Part 5) for all contracts and sub-contracts for construction or repair in excess of \$2,000.

19.3 Flood Insurance

No funds obtained through this Contract may be used to acquire, modernize, or construct property in identified flood-prone communities, unless the community participates in the National Flood Insurance program and flood insurance is purchased within one year of the identification. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

19.4 Funding for Construction

Unless specified otherwise in this Contract, Subrecipient shall not spend any funds from this Contract on construction or purchasing of facilities or buildings, or other capital expenditures for improvement to land or buildings. Any new facilities designed or constructed with funds from this Contract must comply with: The Architectural Barriers Act of 1968, 42 U.S.C. 4151, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (See CFR 36 CFR 1191).

19.5 Religious Construction

Subrecipient shall not use any funds made available through this Contract for the construction, operation, or maintenance of any part of any facility used for sectarian instruction or used as a place for religious worship. However, maintenance of facilities that are not primarily used for instruction or worship and are operated by organization providing services to WIOA participants may be allowed.

20 LIMITATIONS ON FUNDING PROVIDED

20.1 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.

20.2 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.

20.3 Religious Activity Trainings

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

20.4 Health Benefits Coverage

The Subrecipient shall ensure that the use of funds obtained through this Contract 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.

20.5 Trafficking in Persons

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

21 LOBBYING

21.1 Restrictions on Lobbying

Subrecipient shall comply with lobbying restrictions set forth in WIOA; 29 CFR Part 93 (New Restrictions on Lobbying) and any subsequent updates; and RCW 42.17A. Subrecipient shall also make available upon request required disclosure information if the Subrecipient participates in lobbying activities during the contract period.

21.2 Certification

Subrecipient shall provide, in Exhibit C to this Contract, its certification that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

21.3 Publicity

No funds provided under this Contract shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

22 NONDISCRIMINATION

Subrecipient shall comply with all nondiscrimination requirements listed in this Contract, as well as all federal and state nondiscrimination laws, including but not limited to, 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, Section 188 of WIOA and any DOL regulations relating to Section 188.

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

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

The Subrecipient also ensures that it will comply with 29 CFR Part 38; including the Nondiscrimination Plan developed by the Washington Employment Security Department and any WIOA policies and procedures issued.

22.1 Discrimination

No individual in the United States may, 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 for beneficiaries on the basis of citizenship status or participation in any WIOA Title I-financially assisted program or activity; be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.

22.2 Program Participation

As long as an individual meets the other program requirements, participation in any programs funded in whole or in part by this Contract shall be available to all citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees and other immigrants authorized by the Secretary of Homeland Security to work in the United States.

22.3 Notification

The Subrecipient shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places and in available and conspicuous physical locations; on the subrecipient's website; 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 electronic and paper files. 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 Subrecipient 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.

"WorkSource is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay Service: 711"

22.4 Reporting

The Subrecipient shall promptly notify the BFWDC EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the basis of race, color, religion, sex, sexual orientation, (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, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in a WIOA Title I-financially assisted program or activity. The BFWDC EO Officer will notify the State-Level EO Officer; Director of Employment Security Department (ESD); Commissioner of ESD and the Civil Rights Center (CRC).

23 PERFORMANCE STANDARDS

Subrecipient shall comply with the applicable requirements of WIOA section 116. This includes, but is not limited to the tracking, recording, and reporting on their performance accountability measures.

Subrecipient must also enter all necessary data for federal reporting and performance accountability measures into the State's Management Information System (MIS), currently Efforts to Outcomes Case Management System or its successor.

24 PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, Subrecipient shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

25 PURCHASING AND CONTRACTING REQUIREMENTS

25.1 Buy American Act

Purchases made under this Contract using funds made available under WIOA or the Wagner-Peyser Act (29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy America Act"). Any person who a court or Federal Agency has determined in final judgment of selling or shipping any good with a false label of being a product made in America shall be ineligible to receive any contract or subcontract with funds made available under this Contract.

25.2 Procurement Requirements

All purchasing of goods and services by Subrecipient using funds made available through this Contract must be done in accordance with 2 CFR 200.317-.326 and other applicable federal and Washington state purchasing laws, policies, and regulations. These purchasing requirements include, but are not limited to:

- a. Maintaining a procurement policy that complies with the requirements contained in 2 CFR 200.318;
- b. Complying with competition requirements of 2 CFR 200.319;
- c. Following the proper method of procurement as identified in 2 CFR 200.320, including but not limited to following the simplified acquisition threshold;
- d. Providing adequate opportunities for small and minority business, women's business enterprise, and labor surplus area firms through the process identified in 2 CFR 200.321; and
- e. All procurement of professional services must be done in accordance with 2 CFR 200.459.

Subrecipient is also encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities, and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities.

25.3 Prohibition on Contracting with Corporations with Felony Criminal Convictions

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months.

25.4 Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely matter pursuant to any agreements with the authority responsible for collecting the tax liability.

25.5 Prohibition on Contracting with Inverted Domestic Corporations

No funds made available under this Contract may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 535(b) of the Homeland Security Act of 2002(6 U.S.C. 395(b)) or any subsidiary of such an entity.

25.6 Oversight

Subrecipient must maintain oversight over all contracts. This includes, but is not limited to, monitoring contractor performance regarding contract terms, conditions, and specifications.

25.7 Equipment and Supplies

25.7.1 Acquisition

Subrecipient must receive prior approval from the BFWDC for the purchase of any equipment with a per unit acquisition cost of \$5,000 or more, and a useful life of more than one year using funds obtained through this Contract. This includes the purchases of automatic data processing equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439. This Contract does not give approval for equipment specified in an awardee's budget or statement of work unless specifically approved.

25.7.2 Equipment Management

All equipment purchased with funds obtained through this Contract must be managed in accordance with 2 CFR 200.313. This includes, but is not limited to:

- Maintaining records of the property that includes description of the equipment, title, cost, grant award contribution, and identifiable information;
- Conducting inventory of equipment at least every two years;
- A control system developed to adequately safeguard property;
- Proper maintenance of the equipment; and
- Disposal of equipment in accordance with federal and state law.

25.7.3 Supplies

Title to Supplies acquired with funding provided under this Contract shall vest with the Subrecipient at acquisition. A residual inventory of unused supplies exceeding \$5000 in value at the time of completion of this Contract must be used by the Subrecipient on other federal projects or sold. As long as the DOL retains an interest in the supplies, they must not be used to provide services for a fee that is less than private companies charge for equivalent services.

25.8 Recovered Materials

Purchases made pursuant to this Contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires purchases of items over \$10,000 to contain the highest percentage of recovered materials while maintain satisfactory level of completion. Guidelines for recovered materials are found in 40 CFR part 247.

26 RELATIONSHIP OF THE PARTIES

26.1 Independent Contractor

The parties intend that an independent Contractor relationship will be created by this Contract. The Subrecipient and his or her employees or agents performing under this Contract are not employees or agents of the BFWDC. The Subrecipient will not hold himself/herself out as, nor claim to be an officer or employee of, the BFWDC by reason hereof, nor will the Subrecipient make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subrecipient.

26.2 Indemnification

Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not a party to this Contract. In the case of negligence of both the BFWDC and the Subrecipient, any damages allowed shall be levied in proportion to the percentage of

negligence attributed to each party.

27 REPORTING

27.1 Payment Requests

All payments to the Subrecipient shall be for the reimbursement of costs incurred by the Subrecipient and shall not exceed the total amount set forth in the budget attached. All payment requests shall be submitted in a timely manner and in accordance with the BFWDC requirements and procedures governing reimbursements. The BFWDC has the right to require submission of supporting documentation, including invoices and proof of payment, prior to a Subrecipient's reimbursement request. The Subrecipient shall expend a minimum of 90% of the contract budget submitted to the BFWDC by the Subrecipient.

27.2 Closeout

Subrecipient shall comply with WIOA Title I Policy #5245 regarding the closeout of this Contract. This includes, but is not limited to, completing a formal closeout within forty-five (45) calendar days, or as otherwise instructed, after the end of this Contract, or when the funding is fully utilized, whichever comes first.

27.3 Monthly Reports

Subrecipient must submit monthly financial and program reports to the BFWDC. These reports should be sent via email by the Subrecipient to the BFWDC WIOA Program Managers, BFWDC Fiscal Manager, and BFWDC Programs Coordinator. These reports must comply with WIOA Title I Policy #5240.

27.4 Certifications

Any annual and final fiscal reports or vouchers requesting payment under this Contract must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

27.5 Cost Rates

Subrecipient must submit an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no such rate exists Subrecipient must submit to the BFWDC upon contract execution either a rate negotiated between Subrecipient and its cognizant entity, or a de minimis indirect cost rate as defined in 2 CFR Part 200.414 – Indirect Facilities and Administrative costs.

28 MILITARY SELECTIVE SERVICE

Subrecipient shall ensure that any individual participating or receiving any benefit from funds made available through this contract has complied with the Military Selective Service Act.

29 VETERANS PRIORITY

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

in whole or in part by DOL.

30 VIOLATION OF PRIVACY ACT

No funds made available under this Contract may be used in contravention of the 5 U.S.C. 552(a) or regulations implementing that section.

31 USE OF NAME PROHIBITED

The Subrecipient shall not in any way contract on behalf of or in the name of the BFWDC.

32 USE OF STATE RESOURCES

Subrecipient and any sub-contractors shall comply with ESD WIOA Policy #5408 and ESD Policy and Procedure #2015 when using state-owned information technology resources.

33 WAIVER

A failure by the BFWDC to exercise its rights shall not constitute a waiver of any rights under this Contract unless stated to be such in writing signed by an authorized representative of the BFWDC and attached to the original Contract.

34 MILEAGE

The Subrecipient shall check the mileage rates annually at www.gsa.gov/mileage to ensure compliance. Rates are updated annually on January 1st.

35 DELIVERY OF SERVICES

The Subrecipient agrees to deliver the quality, quantity and type of services as specified in the Statement of Work. Any deviation from the Statement of Work shall be approved in writing by the BFWDC. The Subrecipient agrees to provide services associated with this contract in a manner that supports the visions of the one-stop service delivery system.

Certification Regarding Lobbying

APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned (i.e., the Subrecipient signatory) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, that submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and that 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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <i>On behalf of Cami Eakins</i> CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED <i>9/29/2021</i>

Certification Regarding Debarment and Suspension

APPENDIX A TO TITLE 29, PART 98 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION - *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

1. The undersigned (i.e., the Subrecipient signatory) certifies, to the best of his or her knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,
 - D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal (or plan).

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <i>On behalf of Cami Eakins</i> CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED <i>9/29/2021</i>

EXHIBIT E - DW BUDGET

SUBRECIPIENT: Career Path Services
PROGRAM TITLE: Dislocated Worker
PROGRAM YEAR: PY21

EFFECTIVE DATE: 7/1/2021

Budget Line Item	Total
Salaries & Benefits	\$ 468,681
Other Direct Costs	\$ 81,322
Direct Participant Costs	\$ 258,499
Indirect Costs	\$ 168,725
Total	\$ 977,227

Note: The Subrecipient shall expend a minimum of 90% of the contract budget.

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

EQUAL OPPORTUNITY IS THE LAW

29 CFR Part 37.30

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, 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 of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her 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. 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 one hundred eighty (180) days from the date of the alleged violation with either: the recipient's Equal Opportunity Officer (or 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.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until ninety (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 ninety (90) days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within thirty (30) days of the ninety- (90-) day deadline (in other words, within one hundred twenty (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 thirty (30) days of the date on which you received the Notice of Final Action.

ADDITIONAL TERMS AND CONDITIONS
for
AGREEMENTS
under
THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1. TERMINATION AND SUSPENSION

1.1. Termination or Suspension for Cause

In the event that the Benton Franklin Workforce Development Council (BFWDC) determines the subrecipient has failed to comply with the conditions of Agreement in a timely manner, BFWDC has the right to suspend or terminate this Agreement. Before suspending or terminating this Agreement, BFWDC may, at its sole discretion, notify the subrecipient in writing of the need to take corrective action. If corrective action is not taken the Agreement may be terminated or suspended. In the event of termination or suspension, the subrecipient shall not obligate any additional funds under this Agreement and may be liable for additional remedies to BFWDC, including but not limited to, the repayment of disallowed costs.

BFWDC reserves the right to suspend all or part of this Agreement, withhold further payments, or prohibit the subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the subrecipient or a decision by BFWDC to terminate this Agreement. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the subrecipient: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Agency provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

BFWDC reserves the right to immediately suspend all, or part of, this Agreement, and to withhold further payments, or to prohibit the subrecipient from incurring additional obligations of funds when it has reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of the subrecipient under this Agreement.

1.2. Termination for Funding Reasons

BFWDC may unilaterally terminate this Agreement in the event that funding from federal, state, or other sources becomes no longer available to BFWDC or is not allocated for the purpose of meeting the BFWDC's obligation hereunder. In the event funding is limited in any way, this Agreement is subject to re-negotiation under any new funding limitations and conditions. Such action is effective upon receipt of written notification by the Subrecipient.