

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 09/27/23: BC 10/10/22	
Subject:	Program Year 2023 Benton Franklin Workforce Development Council (BFWDC) WIOA Adult Program Contract with Career Path Services	
Presenter:	N/A	
Prepared By:	Cyndelle Howell, Administrative Assistant, BFWDC	
Reviewed By:		
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

This action is brought before the Boards of Commissioners for the reason that the Cooperation Agreement for the Act Administration signed in 2000 indicates that the Commissioners appointed to the Benton Franklin Workforce Development Executive Council shall present service provider contracts and modifications to his Board of Commissioners.

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 Grants have already been executed and funds allocated. The intent is to provide resources to our sub-recipient now, Career Path Services, to provide direct participant services to low-income adult job seekers in our community with a contract of \$481,791.

Recommendation

Recommend Commissioners sign the attached resolutions and the service provider contracts between Benton-Franklin Workforce Development Council and Career Path Services for Program Year 2023 in the amount of \$481,791 for Adult Services.

Suggested Motion

Approved as part of the consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF REVIEW OF THE SERVICE PROVIDER CONTRACT BETWEEN BENTON FRANKLIN WORKFORCE DEVELOPMENT COUNCIL (BFBFDC) AND CAREER PATH SERVICES FOR THE PROGRAM YEAR 2023 IN THE AMOUNT OF \$481,791 FOR ADULT SERVICES

WHEREAS, the Master Agreement between the counties of Benton and Franklin and the Benton Franklin Workforce Development Council signed on March 27, 2000, states that the Benton and Franklin County Commissioners on the BFWDC Executive Committee shall, pursuant to section II.C.5, review all service provider contracts approved by the BFWDC; 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 BFWDC Executive Committee shall present service provider contracts and modifications to their Boards of Commissioners so that such Boards can decide as to whether it wishes to advise the BFWDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the BFWDC has presented a contract between the BFWDC and Career Path Services for the Workforce Innovation and Opportunity Act (WIOA) Adult Services for the program year 2023; NOW, THEREFORE,

BE IT RESOLVED that the Benton and Franklin Counties Boards of Commissioners have received the proposed contract between the BFWDC and Career Path Services, in the amount of \$481,791 for Adult Services, effective July 1, 2023, through June 30, 2024, and do not object to such contract; and,

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

Dated this.....day of....., 2023

Dated this.....day of....., 2023

Chairman of Board

Chairman of the Board

Commissioner

Commissioner

Commissioner

Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

Constituting the Board of County Commissioners of Franklin County, Washington

Attest: _____

Clerk of the Board

Attest: _____

Clerk of the Board

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

PY2023 TITLE I-B FORMULA: ADULT PROGRAM
17.258 ADULT
CONTRACT NO. BFWDC-PY23 ADULT-CPS

This Contract (hereinafter also referred to as "Contract") serves as the contract subaward document between the Benton-Franklin Workforce Development Council, hereinafter called "BFWDC", and Career Path Services – Employment and Training, a Washington nonprofit corporation, hereinafter called "Subrecipient." BFWDC and Subrecipient may also be individually referred to as Party, or jointly referred to as Parties.

The Parties hereby mutually agree as follows:

BACKGROUND AND PURPOSE:

The BFWDC, on behalf of the state of Washington, is a Grantee under the federal Workforce Innovation Opportunity Act. BFWDC is issuing a subaward (identified on page one) to the Subrecipient to perform the functions and deliverables as set forth in Exhibit A hereto. This Contract (also referred to as "Contract") serves as the document establishing the subaward requirements.

The purpose of this Contract is to establish the terms and conditions under which the Subrecipient will receive the subaward and perform the required duties in accordance with the performance requirements set forth in the Workforce Innovation and Opportunity Act (WIOA). This Contract is authorized under 2 CFR §200.331 and WIOA Sec. 107.

TERMS AND CONDITIONS:

1. CONTRACT TERM AND PERFORMANCE PERIODS

Regardless of the date of execution, the term of this Contract begins July 1, 2023, and ends on June 30, 2024.

Periods of Performance: The period of performance for use of Adult funds begins July 1, 2023, through the term of this Contract.

2. PAYMENTS

Payments to the Subrecipient by the BFWDC for services performed prior to October 1, 2023, may not exceed \$118,629 and the total amount of payments under this Contract is limited to and may not exceed \$481,791.

3. SUBGRANT COMPLIANCE

All rights and obligations of the parties to this Contract are subject to and governed by the Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Programs Adult/Dislocated Worker/Youth – PY2023/FY2024, incorporated herein by reference and available at the following link: <https://wpc.wa.gov/grants/WIOA>. Subrecipient's execution of this Contract establishes and

confirms that Subrecipient has fully read, understands, and is able to comply with all terms, conditions, therein, and that no actions or omissions by the Subrecipient would constitute a breach of these terms for itself or for BFWDC.

4. CONTRACT MANAGEMENT

Each respective Contract manager listed below is the designated person for the general management of this Contract, to include receiving all communications and notices related to the Contract. All correspondence and notices from either party will be deemed as being properly sent to the other party if made by email written communication to the other party's identified contract manager.

Each party is required to notify the other manager in writing within three business days of any changes to that party's contract manager's information. Contract Managers may be changed through administrative notice to the other party, and do not require a full amendment.

BFWDC contract manager responsible for management of this Contract is:

Name: Jessie Cardwell
Title: Workforce Programs Manager
Phone: 509-734-5899
Email: jcardwell@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@BFWDC.wa.gov

5. SUBRECIPIENT ACTIVITIES

Funds awarded under this Contract will be utilized by the Subrecipient to conduct the activities of a Local Workforce Development Board pursuant to WIOA section 107, including the functions of a local board per section 107(d).

Subrecipient will conduct required and allowable local activities, including program oversight activities for: the local Title I Adult program authorized under WIOA section 134(b); and the one-stop delivery system in the local area.

6. FUNDING AND COMPENSATION

All funding under this Contract is subject to the availability of funds to the BFWDC. Subrecipient further 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.

Total Amount: The projected amount of compensation for completion of all services and requirements contained in this Sub-Award Contract (including costs), is **\$481,791**, with a Quarter One cap not to exceed **\$118,629**.

Funding Allocation: The allocation of the compensation for this Contract is set out on the Exhibit A, Statement of Work.

Monitoring: BFWDC will monitor Subrecipient’s activities to ensure proper use of federal funds. All fund use must comply with the Workforce Innovation and Opportunity Act (WIOA).

7. **TRAVEL**

Pursuant to 2 CFR 200.475(a), Subrecipient must have policies and procedures in place related to travel costs. The Subrecipient’s written travel policies allow Mileage Reimbursement Rates at the current IRS rate for a privately owned vehicle. Additional guidance can be found on the Washington Office of Financial Management webpage at [Travel | Office of Financial Management \(wa.gov\)](#).

The 2023 Mileage Reimbursement Rates are:

Modes of Transportation Effective/Applicability	Date	Rate per mile
Privately owned automobile	July 1, 2023	\$0.655
Privately owned motorcycle	July 1, 2023	\$0.635

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

No 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.

8. **FORMULA CASH DRAW BILLING 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.

Cash Draws requests shall be submitted to: jwarren@bf-wdc.org

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.

9. **REPORTING**

The Subrecipient shall provide the BFWDC Contract Manager Quarterly Narrative status reports on all Contract activities (Adult program activities), as well as the related budgets, and expenditures. Reports shall be provided using a format agreed upon by the Subrecipient and BFWDC.

Reports must include information on the progress of the delivery of the following:

- WIOA Title I services to individuals and businesses.
- Progress on local strategic initiatives.
- Significant developments and achievements.
- Implementation of best practices; and
- Requests for information, guidance, or technical assistance from BFWDC.

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.”

10. INSURANCE

Subrecipient shall maintain in full force and effect, Commercial General Liability insurance covering the risks of bodily injury, property damage, and personal injury, and coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate.

The Subrecipient shall acquire insurance from a carrier or carriers licensed to conduct business in the State of Washington. Subrecipient’s insurance must be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and must include a severability of interests (cross-liability) provision.

In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Subrecipient must provide written notice of such to BFWDC within five business days of Subrecipient’s receipt of such notice. Failure to acquire and maintain insurance may, at BFWDC’s sole option, result in Contract termination.

Upon BFWDC’s request, Subrecipient shall furnish to BFWDC copies of certificates of all required insurance within thirty (30) days.

11. TERMINATION AND SUSPENSION

The rights and remedies of the Benton Franklin Workforce Development Council (BFWDC) provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

Termination or Suspension for Cause

In the event that the BFWDC determines the Subrecipient has breached any of its obligations here under and fails to cure the breach within ten (10) days of written notice to do so by the BFWDC, the BFWDC may immediately terminate this Contract by so notifying the Subrecipient, in which case the BFWDC shall pay the Subrecipient only for the costs of services accepted by the BFWDC per this Contract. In the event of termination or suspension with an opportunity to cure, the Subrecipient shall not obligate any additional funds under this Contract during the cure period, and Subrecipient shall bear all costs and expenses incurred by BFWDC in completing the work and all damages incurred by reason of Subrecipient’s breach.

During the cure period, BFWDC reserves the right to suspend all or part of this Contract, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during the investigation of the alleged compliance breach and pending corrective action by the Subrecipient or a decision by BFWDC to terminate this Contract.

BFWDC reserves the right to immediately suspend all, or part of, this Contract, 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 Contract.

Termination for Convenience

The BFWDC may terminate this Contract in whole or in part whenever the BFWDC determines, in its sole discretion, that such termination is in the best interest of the BFWDC. In such case, the BFWDC

may terminate this Contract effective thirty (30) days after the date of mailing written notice to the Subrecipient. In that event the BFWDC shall pay the Subrecipient for all costs incurred by the Subrecipient in performing the Contract up to the date of mailing such notice.

Termination for Funding Reasons

BFWDC may unilaterally and immediately terminate this Contract 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 obligations hereunder. In the event funding is limited in any way, this Contract is subject to re-negotiation under any new funding limitations and conditions. Termination under this paragraph shall be effective upon the date specified in the written notice of termination by the BFWDC to the Subrecipient. After the effective date, no charges incurred under this Contract shall be allowed.

12. ACCESS AND MONITORING

Subrecipient understands, BFWDC has the right and obligation to review and provide oversight of the Subrecipient's compliance herein.

Audits

To the extent permitted by law, at any time during normal business hours and as often as BFWDC deems necessary, BFWDC, the Office of the State Auditor, U.S. Department of Labor (DOL), the Comptroller General of the United States, or any of their duly authorized representatives, and any other persons duly authorized by BFWDC, has the right to audit and/or review Subrecipient's records related to this Contract. Subrecipient shall make its records available for review, inspection, or audit upon request. The duly authorized organizations further shall have the authority to 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. Subrecipient will maintain its records and accounts in such a way as to facilitate the audit and ensure that secondary Subrecipients, also maintain records that are auditable. Subrecipient is responsible for any audit exceptions resulting from its own actions or those of its secondary Subrecipients.

Subrecipient and its secondary Subrecipients 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 of federal award money during the Subrecipient's fiscal year, 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.

Records Storage

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 secondary Subrecipients maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

13. AMENDMENTS

The parties are allowed to amend this Contract to the extent that such amendments maintain compliance with all WIOA and NOF terms and conditions.

Amendments are binding only when made in writing and mutually signed by an authorized signatory. Under no circumstances does BFWDC's acting contract manager have the authorization to sign an amendment.

14. COMPLIANCE WITH APPLICABLE LAW

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-B and WorkSource System Policies.

Noncompliance may be deemed as material grounds for default and termination without showing a direct effect on the work being performed under this Contract.

Subrecipient is expressly responsible for making sure that it is properly licensed with all state or federal agencies and is fully able to maintain employees and conduct the required business within the State of Washington.

15. CONSULTANTS

For the purposes of this subaward, 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 Program (Adult/DW/Youth), without prior approval from the BFWDC.

16. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises and cannot be resolved by direct negotiation, the parties agree to participate in non-binding mediation in good faith. The mediator shall be chosen by Contract of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, or a Dispute Resolution Board. Either of the parties may also request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

If no resolution can be obtained through this informal negotiation, WIOA Title I-B Policy 5410 shall govern the dispute resolution and appeals process. The venue of any action brought hereunder shall be in either Benton County or Franklin County. If any litigation arises out of this Contract, each party shall be responsible for its own expenses, costs, and attorney fees.

17. ELECTRONIC SIGNATURES, COUNTERPARTS, AND DELIVERY

The parties agree that this Contract may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one Contract; and that electronic signature, or e-signature, of this Contract shall be deemed as having the same effect as execution of an original ink signature; and that E-mail, photocopy, or facsimile delivery of a signed copy of this Contract shall be deemed as the same as delivery of an original.

18. GOVERNANCE

This Contract shall be construed and interpreted in accordance with the laws of the Workforce Innovation and Opportunity Act, and further under the laws of the State of Washington. Venue for any legal dispute hereunder will be in the Superior Court for Benton or Franklin County.

In the event of an inconsistency in this Contract, unless otherwise provided, the inconsistency is 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) Programs Adult -- PY2023/FY2024
- E. Workforce system policies and guidance promulgated by BFWDC.
- F. WIOA Funding General Terms and Conditions contained in Exhibit B
- G. Terms and Conditions as contained in the body of this Contract.
- H. PY23 Adult Statement of Work attached hereto as Exhibit A.
- I. Any other provisions of this Contract whether incorporated by reference or otherwise.

19. EXHIBITS

The following Exhibits are attached and incorporated:

- Exhibit A** PY23 Adult 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** WIOA Supplemental Terms and Conditions for Subgrant Contracts Under WIOA

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.

20. INDEMNIFICATION

To the extent permitted by law, BFWDC shall hold harmless the Subrecipient from all claims, costs, damages, or expenses arising from this Contract and based upon the negligence or non-compliance of the BFWDC and its officers, employees, and agents.

To the extent permitted by law, the Subrecipient shall indemnify and hold harmless the BFWDC from all claims, costs, damages, or expenses arising from this Contract and based upon the negligence or non-compliance of the Subrecipient and its officers, employees, agents, and secondary Subrecipients.

21. INDEPENDENT CAPACITY

The parties maintain an independent Subrecipient relationship under this Contract. The Subrecipient and its employees or agents performing under this Contract are not employees or agents of BFWDC. The Subrecipient may not hold itself out as, nor claim to be, an officer or

employee of BFWDC or the State of Washington by reason of this Contract, nor may the Subrecipient make any claim of right, privilege or benefit which would accrue to an employee of the State of Washington by reason of this Contract.

22. SEVERABILITY

If any term or condition of this Contract is held invalid, the remainder of the Contract remains valid and in full force and effect.

23. SURVIVORSHIP

Notwithstanding the expiration of the initial term of this Contract, the terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Contract shall so survive. This shall minimally include, without limitation, all matters concerning the permissible use and safeguarding of confidential information and matters pertaining to record preservation and subsequent disposition.

24. USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

It is contemplated by the parties that the Subrecipient will not access or receive any private or confidential information from BFWDC. Subrecipient serving as a program Subrecipient may not hold itself out as a private entity that can maintain confidential information from outside sources and not disclose the same to BFWDC, a public state agency. If Subrecipient receives any confidential or proprietary information from outside sources, it must disclose the nature of such information to BFWDC.

If Subrecipient ever receives confidential or proprietary information from BFWDC, it shall maintain such information in confidence, shall not disclose the same to any other person or entity, and shall only use that information for lawful purposes related to carrying out the required performances of this Contract. Any other use or disclosure of such information is excluded and may be grounds for immediate termination of this Contract.

If additional disclosure Contracts are necessary at that time, Subrecipient will execute the same as directed by BFWDC.

25. WAIVER

Any omission by either party to exercise its rights under this Contract does not preclude that party from subsequent exercising of such rights and does not constitute a waiver of any rights. A waiver of rights must be stated in a writing signed by an authorized representative with signature authority on behalf of the party.

26. 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.

27. 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

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 (WIOA) Services for Adults

A. OVERVIEW

Under 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 adults (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)).

The Subrecipient shall deliver customer services using HCD, 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

The 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. Subrecipient shall contribute representatives to provide front-end services for a seamless customer experience and work towards performance outcomes that are aligned to shared goals. The Subrecipient shall provide staff to work at 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 Supervisor. The 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, referrals to workshops, and general labor market information; Assistance navigating the 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 connection to appropriate programs, services, and resources; and
- Inform veterans and eligible spouses of their rights under Veterans Priority of Service.

Ongoing Staff Development and Cross-Training

All system partners invest in staff development focused on cross-training with partner programs, overall skill development, use labor market information to assist customers in career and training decisions, and collectively engage in the design of seamless service delivery. The 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, 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. The Subrecipient shall provide interpreters, translators, and other accommodations at no cost to customers. The Subrecipient shall ensure their staff is reflective of the communities they serve, including priority populations to provide equitable access to WIOA Title I-B Adult program activities.

Business Services Team

The Business Services Team is comprised of representatives from One-Stop partners within the WorkSource system and Tri Cities (TC) Futures. This team works together to increase business engagement, expand outreach efforts, and ensure employers can access a qualified applicant pool to meet their workforce demands.

Representation from multiple partner agencies 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 serve employers through a coordinated business services plan, including:

- Designating staff to provide functional supervision and/or co-lead the workgroup with other participating One-Stop partner(s).
- Work with the BFWDC Program Staff to establish baseline metrics related to business services and provide necessary qualitative and quantitative narratives regarding business services activities.
- 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 to 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.
- Work with the BFWDC Business Engagement Manager to extend reach and partnership opportunities with businesses and community-based organizations.

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 postsecondary 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), long-term or short-term training.

D. PROGRAM RECRUITMENT AND ORIENTATIONS

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. The following populations have been designated for the workforce as those with barriers to employment under WIOA- Black, Asian, Native Hawaiian, Compact of Free Association (COFA) nations, Pacific Islander communities, Latinos, LGBTQ communities, expectant persons, and veterans. See WIN 0128 Gubernatorial designation of additional populations with barriers to employment under WIOA. The Subrecipient shall take WIOA Adult services to priority populations and the community through a broad-based, targeted outreach effort in English and Spanish. Community outreach shall include strong referral relationships with WSCB partners, social service agencies, and community-based organizations. The Subrecipient shall reach further into the community by utilizing social media, Flash Alert News, newsletters, flyers, emails, and GovDelivery as outlined in WSCB Branding and Social Media Procedure No. 2019-04. Adult recruitment shall include conducting informational orientations to provide an initial overview of program services and eligibility requirements. Additionally, Subrecipient staff shall provide information on apprenticeship programs, self-employment, and initial assessment opportunities.

E. ELIGIBILITY DETERMINATION AND PRIORITY REQUIREMENTS

The Subrecipient shall verify that customers meet the following eligibility criteria for the WIOA Title I-B Adult Program:

- U.S. citizen or otherwise legally entitled to work in the U.S. (lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other immigrants authorized by the Secretary of Homeland Security to work in the United States.)
- Age Eighteen (18) or older; and
- Registered for Selective Service for males 18 or older born on or after 1/1/1960 unless an exception is justified.

The Subrecipient shall confirm eligibility and use the table below that describes the order and rationale for enrollment prioritization based on the requirements in WIOA Section 134(c)(3)(E), 20 CFR 680.600, 20 CFR 680.650, TEGL 19-16, TEGL 10-09, and ESD WS System Policy 1019, Rev. 4. The Subrecipient shall require 100% eligibility verification documentation to be reviewed and approved by a supervisor or designee. For purposes of this section, the term "covered person(s)" refers to veterans and eligible spouses per priority of service for veterans. Priority requirements for the WIOA Title I-B Adult Program are as follows:

Priority	Mandatory Priority Group
First	Covered persons (veterans and eligible spouses) who are low-income, recipients of public assistance, or basic skills deficient, as defined in BFWDC 2015-01 Eligibility Policy.
Second	Non-covered persons (neither a veteran or eligible spouse of a veteran) who are low-income (may include unemployed individuals), recipients of public assistance, or basic skills deficient.
Third	Covered persons (veterans and eligible spouses) who <u>are not</u> low-income and <u>not</u> basic skills deficient.
Fourth	Non-covered persons (neither a veteran or eligible spouse of a veteran) who <u>are not</u> low-income (may include unemployed individuals) <u>are not</u> recipients of public assistance or <u>not</u> basic skills deficient.

Priority of Service

- Eligible veterans or spouses shall be entitled to enroll for services before eligible non-covered persons.
- WIOA Section 134 (c)(3)(E) states that priority for individualized career services and training services must be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient.
- The Subrecipient shall follow BFWDC WIOA Eligibility Policy #2015-01 when determining eligibility.

F. INDIVIDUAL EMPLOYMENT PLAN (IEP)

The IEP shall begin with an interactive discussion between the customer and Subrecipient, resulting in a mutually developed plan. The 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. The Subrecipient shall follow BFWDC WIOA Individual Employment Plan Policy #2015-19.

G. INDIVIDUALIZED CAREER SERVICES

The WIOA Title I -B Adult program can help to reduce community violence by providing case management, mentoring, education and training, work-based learning and apprenticeship, economic stability, and wrap-around services to at-risk participants. (See TEN 18-21 Adult and Youth Workforce Development Programs' Role in Supporting Community Violence Interventions (CVI) for more information and ways to support CVI strategies.)

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 career 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 postsecondary 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. The 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 Project management 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 postsecondary education and promote Registered Apprenticeship and Entrepreneurial opportunities as options for gainful employment.

I. ASSESSMENTS PRIOR TO TRAINING

Before expending training funds, participants shall receive a comprehensive assessment via intake interview, evaluation, or standardized basic skills assessments and career planning to determine whether they have the aptitude, skills, and supports to complete training. Assessments shall be utilized prior to the expenditure of training funds to assure limited program dollars target the best outcomes for customers. The 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. The Subrecipient shall follow BFWDC WIOA Individual Training Account Policy #2015-04 when utilizing assessments before authorizing training funds.

J. TRAINING SERVICES

The Subrecipient shall provide training services to customers if the customer is determined eligible, registered, and requires 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.

Participants' individual service needs vary, as do the employment sectors most prevalent in our local area. Training shall be tailored to each participant and various training approaches shall be presented. Equal access to all participants for training is required.

Individual Training Accounts

Customers interested in improving their vocational skills or gaining occupational certificates can use training opportunities targeting growth industries. Individual Training Accounts (ITA) provides customers with specialized training services through state-approved training providers listed on the Washington State Eligible Training Provider List (ETPL). ITAs provide education and occupational skills to customers needing training to prepare them for employment.

The Subrecipient shall maximize customer choice when selecting an eligible provider for training, per 20 CFR 680.340. The 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. 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. The Subrecipient shall follow BFWDC WIOA Individual Training Account Policy #2015-04 when establishing an ITA.

On-The-Job Training

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 the skills, training, education, and work experience required for the job while building organizational productivity as the customer learns job requirements. The 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 receives training and considers the training content, previous work experience, and service strategies. The 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.

Work Experience

The Subrecipient shall enhance the employability of a customer with a limited work history by providing short-term work experience (WEX) to develop good work habits and build work skills to demonstrate they can do a job. A WEX helps customers 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. A WEX can be paid or unpaid. The Subrecipient shall follow BFWDC WIOA Work Experience Policy #2015-06 when establishing a WEX for a customer.

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.

Apprenticeship

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

K. 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. The Subrecipient shall justify and document the customer's need and the services contemplated before co-enrollment will be allowed. The Subrecipient shall identify and track the

funding streams that pay the costs of services provided to individuals participating in programs concurrently and ensure no duplication of services will be received. The customer must clearly understand the programs in which they are participating. The Subrecipient shall use case notes to document the separation of services.

L. 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 adults 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)).

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

M. 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. The Subrecipient shall record case notes in 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. The Subrecipient shall follow BFWDC WIOA Case Note Policy #2015-14 to tell the story of the customer's participation while enrolled in the program.

N. 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 by the Subrecipient. During the term of this agreement, the Subrecipient shall provide follow-up services to participants after the completion of participation in WIOA activities. 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 supportive services needed to retain employment,
- 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), Department of Social and Health Services (DSHS), Community Action Committee (CAC), Goodwill, and other local resources available on 211info.org before receiving supportive services.

The 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.

O. MANAGEMENT INFORMATION SYSTEM RESPONSIBILITIES

The Subrecipient shall comply with the applicable requirements of WIOA section 116. This includes but is not limited to tracking, recording participant demographics, uploading all backup documentation, recording all services and outcomes, and reporting on 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. 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 Service Catalog. The 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. The Subrecipient shall ensure:

- 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. Requests to be added to the Information Technology Service Delivery (ITSD) Training Team's distribution list must be sent to esdgpWSSteam@esd.wa.gov.

P. BFWDC AND WORKFORCE PROFESSIONALS CENTER POLICIES

The Subrecipient shall ensure program staff read, understand, and are knowledgeable in BFWDC policies, program notices, state policies, and state guidance such as WorkSource Information Notices (WIN), 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>.

Q. MINIMUM SPENDING LEVELS

The Subrecipient shall expend a minimum of 90% of the contract budget as referenced in section U of this document.

R. WIOA Title I-B ADULT PERFORMANCE MEASURES

The Subrecipient shall meet and is encouraged to exceed the BFWDC's Adult performance measures for Program Year 202 set forth below.

Employment Rate 2nd Quarter after Exit – 68%

The percentage of adult program participants who are in unsubsidized employment during the second quarter after exit from the program shall be 68% or greater.

Calculation Methodology: The number of adult 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 adult participants who exited during the program year.

Employment Rate 4th Quarter after Exit – 67%

The percentage of adult program participants who are in unsubsidized employment during the fourth quarter after exit from the program shall be 67% or greater.

Calculation Methodology: The number of adult 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 adult participants who exited during the program year.

Median Earnings 2nd Quarter after Exit - \$5,900

The total quarterly earnings for all participants 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 \$5,900.

Credential Attainment Rate 2nd Quarter after Exit – 84%

The percentage of adult program participants enrolled in an education or training program (excluding those in On-the -Job Training (OJT) and customized training) who attained a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program shall be 84% or greater.

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

1. Obtained a recognized postsecondary 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 postsecondary credential within one year after exit; **divided by**
3. The number of participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who exited during the reporting period.

Measurable Skill Gains Indicator – 50%

The percentage of adult program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary 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 adult program participants during the reporting period who:

1. Are in an education or training program that leads to a recognized postsecondary 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 leads to a recognized postsecondary credential or employment.

S. TRAINING GOALS

The 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 138 customers are required to be served in the program and receive services, only 26 or more are required to receive training services. The Subrecipient shall meet the following annual totals for training services.

PY23 Adult Training Services Quarterly Goals				
(Cumulative Totals)				
Training Services	9-2023	12-2023	3-2024	6-2024
Individual Training Account (ITA)	3	8	16	25
On-the-Job Training (OJT)	0	0	0	0
Work Experience (WEX)	0	0	0	1
Total Training Services	3	8	16	26

T. ENROLLMENT AND EXIT GOALS

The 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. The Subrecipient shall meet the following annual totals for enrollments and exits.

PY23 Adult Enrollment & Exit Quarterly Goals					
(Cumulative Totals)					
Enrollments and Exits	Carry-In	9-2023	12-2023	3-2024	6-2024
Enrollments: Individualized Services	64	79	93	112	138
Enrollments: Training Services		5	9	17	25
Employed at Exit		15	38	62	97

U. WIOA PY23 ADULT BUDGET – EFFECTIVE 7.1.2023

Budget Line Item	Total
Salaries & Benefits	\$ 218,165
Other Direct Costs	\$ 56,291
Direct Participant Costs	\$ 123,604
Indirect Costs	\$ 83,732
Total	\$ 481,791

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

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-B 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.

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

1.3 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.

1.4 Governing Law

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

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 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.

3.1 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.

3.2 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.

3.3 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.

4 RECORDS

4.1 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.

4.2 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, trainees, employees, and applicants for employment for a period of not less than six 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 the resolution of the complaints;
- e. Retain all records beyond the required six (6) 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 six (6) 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 the resolution of the complaint; and
- g. Comply with all other requirements of WIOA Title I-B Policy #5403, Revision 1 Records Retention and Public Access.

4.3 Safeguarding of Client Information

Without a 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.

4.4 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, the basis for contractor selection or rejection, and the basis for the contract price.

5 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).

6 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).

7 FUNDING

7.1 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.

7.2 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-B Policy #5220.

7.3 Recapture

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

7.4 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-B Policy #5401.

8 INSURANCE AND BONDING

8.1 Bonding

The Subrecipient shall ensure that:

- a. Subrecipient has purchased fidelity bonding to protect against the 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.

8.2 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 providing services in the performance of this Contract.

8.3 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.

8.4 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.

8.5 Additional Provisions

8.5.1 Excess Coverage

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

8.5.2 Identification

All insurance policies shall reference this Contract.

8.5.3 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.

8.5.4 Material Changes

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

8.5.5 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.

9 LIMITATIONS ON CONSTRUCTION AND REPAIR

9.1 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.

9.2 Davis-Bacon Act

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

9.3 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.

9.4 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.

9.5 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 the organization providing services to WIOA participants may be allowed.

10 LIMITATIONS ON FUNDING PROVIDED

10.1 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.

10.2 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.

10.3 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.

10.4 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>.

11 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.

12 PURCHASING AND CONTRACTING REQUIREMENTS

12.1 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.

12.2 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 maintaining a satisfactory level of completion. Guidelines for recovered materials are found in 40 CFR part 247.

13 REPORTING

13.1 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 the 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.

13.2 Closeout

Subrecipient shall comply with WIOA Title I-B 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.

13.3 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 ESD Budget Office upon contract execution either a rate negotiated between the pass-through entity and the subrecipient, or a de minimis indirect cost rate as defined in 2 CFR Part 200.414 – Indirect Facilities and Administrative costs.

14 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.

15 USE OF NAME PROHIBITED

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

EXHIBIT C

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 subrecipients 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, 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 CEO
APPLICANT ORGANIZATION Career Path Services	DATE SUBMITTED

EXHIBIT D

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
	CEO
APPLICANT ORGANIZATION	DATE SUBMITTED
Career Path Services	

Exhibit E - WIOA SUPPLEMENTAL TERMS AND CONDITIONS

For SUBGRANT AGREEMENTS under

THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1. ASSURANCES AGAINST DISCRIMINATION

Subrecipient assures that it will comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of contract:

- 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 bases 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.
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient further assures that it will comply with 29 CFR §38 and all other regulations implementing the laws listed above.

The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

2. 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. Subrecipient's actions under this Contract will be undertaken in an impartial manner, free from personal, financial, or political gain. Subrecipient, its executive staff and employees, in fulfilling 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.
- 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 boards, committees, councils, or commissions does not by itself violate these conflict-of-interest provisions. Program Subrecipient must abide by WIOA Title I Policy 5405.

3. FUNDING

Funding Provided Funding made available through this Contract is limited to the funding expressly provided in this Contract, providing that additional funding may be provided by mutual amendment. 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.

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

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

Repayment of Disallowed Costs Subrecipient may be required to repay BFWDC for any costs that are determined by the BFWDC to be a disallowable cost. This includes any costs for which non- WIOA funds have been received or will be received as payment for the same.

Alternative Funding Subrecipient must notify BFWDC if it receives funding from other sources that correlates to the funding provided herein. Subrecipient must coordinate activities to avoid any duplication of funding.

4. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise provided, all Materials produced under this Contract shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by BFWDC. BFWDC shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright Laws, Subrecipient hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to BFWDC effective from the moment of creation of such Materials. This includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under this Contract, but that incorporate preexisting Materials not produced under this Contract, Subrecipient hereby grants to 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 BFWDC.

In cases where such Materials have been purchased with federal funds, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes.

5. DEBARMENT AND SUSPENSION

Subrecipient’s execution of this agreement verifies that Subrecipient has not been debarred or suspended from participation in Federal Assistance Programs under Executive Order 12549

"Debarment and Suspension" codified at 29 CFR part 98.

Subrecipient has an ongoing affirmative duty to report to BFWDC if it ever falls out of compliance with Executive Order 12549 "Debarment and Suspension" codified at 29 CFR part 98. Subrecipient may not subcontract with any entities that violate this provision.

6. CONFERENCES AND MEETINGS

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 under this Contract are allowable and 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.

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 of 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)).

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)

7. SUBRECIPIENT STAFFING AND WORKPLACE

a. Drug-Free Workplace

Subrecipient and any Subrecipients 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 grant recipients and Subrecipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 94 and 48 CFR part 23.504.

b. Subrecipient 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.

c. 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.

d. 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.

e. Wages and Hours

Any wages paid by Subrecipient using funds from this Contract must 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 statewide workforce delivery system.

f. 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.

g. Licensing

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

8. 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 BFWDC or the Subrecipient or 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 Subrecipients’ compliance with applicable laws and terms of this Contract.
- d. Taking prompt action when instances of noncompliance are identified.

9. LOBBYING**a. 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 grant period.

b. Certification

Subrecipient shall execute Exhibit C, to certify that it is in compliance with the lobbying

restrictions listed in WIOA and 29 CFR Part 93.

c. 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.

10. FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT

BFWDC is required to comply with the Federal Funding Accountability and Transparency Act (FFATA), when grant moneys are provided to a first-tier subaward, as in this instance.

Subrecipient shall comply with all requirements of the FFATA, and shall provide BFWDC with all requested information, and the execution of all necessary documents, for compliance with this Act.

11. WHISTLEBLOWER PROTECTION

Subrecipient understands and shall inform its employees and applicable contractors and subrecipients, in writing of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

12. NONDISCRIMINATION

Notwithstanding any other restrictions on discrimination contained in this Contract, and in addition thereto, Subrecipient shall comply with 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.

Subrecipient must not discriminate in any of the following areas:

- a. Providing opportunities in, or treating any person with regard to, such a program or activity.
- b. Making employment decisions in the administration of, or in connection with, such a program or activity.

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.

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.

Notification 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 recipient’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.

Subrecipient shall include the following Equal Opportunity (EO) 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 or the requirements for participation by recipients and participants. Where such materials indicate that the recipient may be reached by voice telephone, the materials must also prominently provide the relay number: Washington Relay Service 711.

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

“TC Futures is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. WA Relay Service: 711”

Reporting Subrecipient shall promptly notify the Local-Level EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination 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, applicants, and participants only, on the basis of citizenship or participation in a WIOA Title I-financially assisted program or activity. The Local-Level EO Officer will notify the State-Level EO Officer.

13. PURCHASING AND CONTRACTING REQUIREMENTS

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 8305 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.

Prohibition on Contracting with Corporations with Felony Criminal Convictions

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative Contract 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.

Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

The Subrecipient must not knowingly enter into a contract, memorandum of understanding, or cooperative Contract 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 an Contracts with the authority responsible for collecting the tax liability.

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.

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

Equipment and Supplies

Acquisition Subrecipient must receive prior approval from 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.

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.
- Disposal of equipment in accordance with federal and state law.

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.

14. 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 recipient of grant moneys must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. 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. TEGL No. 10-09 is available: http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

15. 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.

16. USE OF STATE RESOURCES

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

17. WIOA FISCAL LEAD RESPONSIBILITIES

A **Subrecipient** will be the Fiscal Lead (FL) and will have primary responsibility for the management of federal Workforce Innovation and Opportunity Act (WIOA) funds. The WIOA FL is responsible for full compliance with WIOA law and USDOL implementing regulations as well as the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly referred to as the Uniform Guidance) at 2 CFR 200. The FL is responsible to ensure all expenditures and activities comply with terms and conditions of the Contract as well as any applicable State laws and policies. The FL must plan and manage the project with diligence, meet or exceed all performance objectives, and expend funds according to monthly or quarterly targets. The FL will be required to repay to BFWDC, from the FL's own non-federal funds, any costs determined by a federal or state monitor or auditor to be disallowed.

Specifically, the FL is responsible for the following:

- a. Charging to the Contract only expenses that are **allowable, allocable, necessary, and reasonable** (per 2 CFR 200) to WIOA and the Contract's Statement of Work.
- b. Preventing over-expenditure and promptly identifying alternate funds in the event of excess expenditures.
- c. Ensuring that goods and services are received during the Period of Performance.
- d. Certifying that expenditures made for personnel are in **direct proportion to the time and effort expended** on WIOA and Statement of Work activities.
- e. Complying with performance reporting requirements (it is not uncommon for BFWDC to withhold payment until required reports are received).

- f. Obtaining prior written approval from BFWDC for changes to the Contract budget or planned expenditures.
- g. Reviewing and reconciling expenditures and transactions with the Contract budget on at least a monthly basis.
- h. For Subrecipients charging indirect costs to the Contract, complying with Uniform Guidance indirect cost definitions and requirements which will include applying either an indirect cost rate approved by the Subrecipient's cognizant agency, a de minimis indirect rate (10%) established with BFWDC via the Contract budget, or negotiated Cost Allocation Plan with BFWDC.
- i. Ensuring the FL's financial management system of record and control environment provides for the:
 - Identification, in its accounts, of each and all federal funds received and expended by program and cost objective.
 - Accurate, current, and complete disclosure of the financial results of each and all federal awards or programs in accordance with the requirements set forth in 2 CFR 200.328 Financial reporting and 200.329 Monitoring and reporting program performance.
 - Identification and source documentation of the each and all federal fund source(s), authorizations, obligations, unobligated balances, assets, expenditures, income, and interest.
 - Effective internal control(s) over, and accountability for, all funds, property, and other assets including, but not limited to, the safeguarding of all assets and assure that they are used solely for authorized purposes (per 2 CFR 200.303).
 - Comparisons of expenditures with budget amounts for each and all federal awards.
 - Written procedures to implement the requirements of 2 CFR 200.305.
 - Written procedures for determining the allowability of costs in accordance with 2 CFR 200 Subpart E - Cost Principles of this part and the terms and conditions of the Federal award.

BFWDC is committed to the success of each **Subrecipient**. Subrecipient(s) may request Technical Assistance (TA) from BFWDC regarding FL responsibilities, WIOA law and regulation, the Uniform Guidance, the terms and conditions of the Contract, or other related topics. BFWDC will take reasonable, timely, and necessary steps to provide, or arrange for the provision of, requested TA.