SOUTH CENTRAL WORKFORCE COUNCIL
CONTRACT MODIFICATION

Agreement Number	**Period of Agreement**
SCWDC-PY22-OSO-BPS	July 1, 2022 – June 30, 2023

CFDA Name and Number	**CFDA Name and Number**	**CFDA Name and Number**
WIOA Adult Program 17.258	WIOA Dislocated Worker Program 17.278	WIOA Youth Program 17.259
Federal Award Dates	**FAIN #**	**UEI #**
04/1/21 04/1/22	PY21/FY22 AA363522155A53 PY22/FY23 AA385622255A53	NY8SBKEVP5S4

THIS AGREEMENT is effective July 1, 2022, by and between the South Central Workforce Council, hereinafter denominated the "Council", whose address is 1205 Ahtanum Ridge Drive, Suite B, Union Gap, Washington 98903, and **Baldoz Professional Services** (BPS), whose address is 706 Meadowbrook Road, Yakima, WA 98903, hereinafter referred to as the "Subrecipient".

The Federal awarding agency is the Department of Labor and passed through the Washington State Employment Security Department to the South Central Workforce Council. These funds are not R&D.

This Agreement is to serve as the One-Stop System Operator for the one-stop delivery system for the South Central Workforce Area, comprised of Kittitas, Klickitat, Skamania, and Yakima Counties, and funded under the Public Law 113-128 Workforce Innovation and Opportunities Act (WIOA) of 2014 Title I Adult, Dislocated Worker and Youth as amended, the Catalog of Federal Domestic Assistance (CFDA) No.17.258, 17.278, 17.259 in accordance with the terms and conditions set forth in the following provisions. Pursuant to this agreement shall not provide career services as described in Public Law 113–128 134(c)(2).

The most prescriptive definition or requirement from the above regulations, provisions, and/or agreements shall apply.

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The South Central Workforce Council's total amount of PY22/FY23 federal award can be found at https://wpc.wa.gov/grants/WIOA.

Total Obligation	**$40,000**

SIGNATURES

BALDOZ PROFESSIONAL SERVICES

Authorized Signature

Patrick Baldoz, Owner
(Typed) Name and Title

June 30, 2022
Date

SOUTH CENTRAL WORKFORCE DEVELOPMENT COUNCIL

Authorized Signature

Amy M. Martinez, CEO
(Typed) Name and Title

June 30, 2022
Date

Date adopted by the South Central Workforce Development Council: June 14, 2022

GENERAL PROVISIONS

I. PURPOSE

To serve as the One-Stop System Operator for the one-stop delivery system under the Workforce Innovation and Opportunity Act (WIOA) for the South Central Workforce Area, comprised of Kittitas, Klickitat, Skamania, and Yakima Counties.

The General Terms and Conditions contained herein, drafted by the South Central Workforce Council under the authority of the Workforce Innovation and Opportunity Act of 2014 and guidance of the State of Washington Employment Security Department and Department of Labor, are subject to change without prior notice upon the implementation of revised General Terms and Conditions and the Public Law 113-128 Workforce Innovation and Opportunity Act of 2014.

II. DEFINITIONS

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

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

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

"**Grantee**" shall mean the local workforce development board or other entity receiving funding under this Agreement.

"**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 Grantee's maximum allowable costs allowed for indirect/administrative costs that have been developed and approved by the Cognizant Agency from which the Grantee receives the most funding in accordance with 2 CFR 200.

"**RCW**" shall mean the Revised Code of Washington.

"**State EO Officer**" shall mean the Equal Opportunity Officer of ESD.

"**Subrecipient**(s)" shall mean any non-federal entity that receives funding from the Grantee to carry out any part of this Agreement, including, but not limited to, any non-federal entity that receives funding from Grantee to be a One-Stop Operator.

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

III. ACCESS TO RECORDS AND FACILITIES

A. The Office of the State Auditor, federal grantor agency, the Comptroller General of the United States, Washington State Employment Security Department or any of their duly authorized representatives, and any persons duly authorized by the Council shall have full access to and the right to examine and copy any or all books, records, papers, documents, and other material regardless of form or type which are pertinent to the performance of this Agreement or reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The Subrecipient shall maintain its records and accounts in such a way as to facilitate the audit and examination conducted in accordance with this Agreement or under applicable laws, regulations, or policies, and assure that Subrecipients also maintain records that are auditable. In addition, these entities shall have the right to access, examine, and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Subrecipient. Access shall be at all reasonable times not limited to the required retention period but as long as records are retained, and at no additional cost to the Agency.

B. Any authorized officer, employee, or agent of the Council, the County, the State of Washington, or the federal government shall have the right to access at all reasonable times, not limited to the required retention period but as long as records are retained, and at no additional cost to the Council, in order to examine and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Subrecipient if such sites or the activities performed thereon have any relationship to the program covered by this Agreement.

C. The Subrecipient shall notify the Council immediately of any inspections, audits, accreditation, or program reviews related to the delivery of contracted services. The Subrecipient agrees to provide the Council with copies of all written reports and other provided documentation of any inspections, audits, accreditation, or program reviews within 72 hours upon request or following the established schedule.

IV. AGREEMENT EXTENT

The Agreement contains all the terms agreed upon by the parties. No other understanding, written or oral, regarding the subject matter of the Agreement shall bind the parties.

V. AGREEMENT PERIOD

The terms of this Agreement shall commence upon July 1, 2022 and shall remain in full force and effect until specifically completed, modified, or terminated by mutual assent of the parties regardless of the modification or termination in whole or in part of any other Agreement.

VI. ASSIGNABILITY AND PROCUREMENT

A. The Subrecipient shall not assign, delegate, or subcontract any portion of the work to be provided under this Agreement, and any claim arising thereunder unless the written subcontract has been reviewed and approved by the Council prior to the start of the subcontract. All contracted services that are not delivered directly by the Subrecipient must be procured in accordance with all applicable requirements and delivered according to the terms of this Agreement.

B. All purchasing and procurement done by Subrecipient using funds made available through this Agreement must be done in accordance with 2 CFR 200.317-.326 and Washington State laws, policies, and regulations, including, but not limited to, RCW §39.26 and WIOA Title I Policy #5404. In addition to these requirements, Subrecipient shall pay no more than reasonable market value for any equipment or supplies purchased with funds made available through this Agreement.

VII. ASSISTING VICTIMS OF HUMAN TRAFFICKING AND TRAFFICKING IN PERSONS

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

B. Many victims of trafficking do not self-identify. The role of staff is to recognize the characteristics of potential victims of trafficking and refer them to the proper authorities and resources. For information on how to identify potential victims of trafficking and a current list of hotlines, one-stop staff can call to get help for potential victims, see TEGL 9-12 Attachments A and B and in accordance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

VIII. ASSURANCES

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

B. The Subrecipient shall operate the program and deliver services under this Agreement in compliance with the existing or hereafter amended Workforce Innovation and Opportunity Act of 2014 (WIOA), the U.S. Department of Labor (DOL) regulations relating to WIOA, Washington State WIOA Title I and WorkSource System Policies, the Council Administrative Bulletins, the Federal Regulations at 20 CFR Part 652, New OMB Uniform Guidance (referred to as the "Super Circular"), and all other applicable federal, state, and local laws, regulations, and policies, and any subsequent modifications thereto. As a condition of the award of financial assistance from DOL under Title I of the WIOA, the Subrecipient assures that it has the ability to comply with the

nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) Title 1 and Washington State policy #5402 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, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, and against any beneficiary of, an applicant to, or participant in programs financially assisted under Title I of the WIOA, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially, assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination based on race, color, or national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, prohibits discrimination based on age; and
5. Title IX of the Education Amendments of 1972, as amended, prohibits discrimination based on sex in educational programs.

C. The Subrecipient assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR, part 38, and all other regulations implementing the laws listed above. This assurance applies to the operation of this WIOA Title I - financially assisted program or activity and to all agreements the Subrecipient makes to carry out this WIOA Title I - financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

D. If any litigation is brought to enforce this Agreement or any litigation arises out of any Agreement term, clause, or provision, each party shall be responsible for its own expenses, costs, and attorney fees.

IX. AUDITS

A. To the extent permitted by law, at any time during normal business hours and as often as the South Central Workforce Council, ESD, the Office of the State Auditor, DOL, the Comptroller General of the United States, or any of their duly authorized representatives, and any other persons duly authorized by the SCWDC deem necessary, the Subrecipient shall make its records available.

B. To the extent permitted by law, these duly-authorized organizations shall have the authority to audit, examine, and make excerpts or transcripts from records including all Agreements, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Agreement. The Subrecipient will maintain its records and accounts in such a way as to facilitate the audit and to ensure its records are auditable. The Subrecipient is responsible for any audit exceptions resulting from its own actions or those of its Subrecipients.

C. The Subrecipient and its 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, 2 CFR 2900, and Washington State WIOA Title I Policy 5255, Revision 1.

D. If the Subrecipient expends $750,000 or more of federal award money during the Subrecipients fiscal year, then the Subrecipient shall purchase a single or program-specific audit for that year by a government auditor or public accountant who meets the standards for independence as specified in the Government Auditing Standards. The audit must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200 and 2 CFR 2900, including but not limited to CFR 200.501-.521 and CFR 2900.20-.22.

E. If the Subrecipient expends less than $750,000 of federal award money during the Subrecipients fiscal year, then the Subrecipient is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Council, state, federal government or their authorized representative.

X. AUTHORITY OF THE CEO OF THE COUNCIL

The Council hereby appoints, and the Subrecipient hereby accepts, the Council's Chief Executive Officer (CEO) and the CEO's delegates as the Council's representatives for the purpose of administering the provisions of this Agreement, including but not limited to the Council's right to inspect facilities and records, to receive and act on reports and documents, to request and receive additional information from the Subrecipient, to approve budget revisions and payment changes, to approve fee schedules for services, to assess the general performance of the Subrecipient, to determine if contracted services are being delivered in accordance with federal, state, and local laws and regulations, to approve subcontract, and to suspend this Agreement. Only the Council, the Council's CEO, and the CEO's delegates, by writing, have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the Council, the Council's CEO, or the CEO's delegate. All actions taken by the CEO and/or the CEO's delegates shall be subject to approval by the Council. The Council reserves the right to terminate this Agreement and to commence a civil action for its enforcement.

XI. BONDING AND INSURANCE

A. BONDING - In the event the Subrecipient has been designated an agent for receiving or disbursing funds from the Council, or where the Subrecipient has been furnished property in which the Council has title in order to perform the responsibilities under this Agreement, the Subrecipient:

1. Shall ensure that every officer, director, or employee who is authorized to act on behalf of the Subrecipient or any Subrecipient for the purpose of receiving, depositing, or distributing funds into program accounts or issuing financial

documents, checks, or other instruments of payment for program costs shall be bonded to provide protection against loss.

2. Agrees to maintain, without interruption during the term of the Agreement, a fiduciary bond in a minimum amount of the higher of $100,000 or the highest planned advance or reimbursement for the program year, unless specified otherwise in the Agreement. The bond shall cover all individuals responsible for the administration of funds provided within the terms of an Agreement. The Subrecipient shall notify the Council immediately if bonding coverage is terminated during the term of the Agreement or is reduced below contractual requirements.
3. Will provide proof of fiduciary bonding and insurance coverage to the Council by submitting copies of bonding instruments or certifications of same from the bonding agency. The copies or certifications will show the bonding or insurance coverage, who is covered, and the amounts.

B. INSURANCE - The Subrecipient shall carry, without interruption during the term of this Agreement:

1. Commercial General Liability Insurance, including contractual liability, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than One Million dollars ($1,000,000) per occurrence. Additionally, the Subrecipient is responsible for ensuring that any Subrecipient provides adequate insurance coverage for the activities arising out of the subcontract. General Aggregate $2,000,000.
2. Professional Liability Coverage, or ensure that any licensed or certified professional providing contracted services carries their own professional liability coverage, with a minimum limit of $300,000 per incident, loss, or person.
3. Business Automobile Liability Insurance, with a minimum limit of one million dollars ($1,000,000) CSL, when vehicles owned or leased by the Subrecipient or its employees or volunteers are used to provide services in the performance of this Agreement.
4. Industrial Insurance, the Subrecipient shall comply with the provisions of Title 51 RCW, Industrial Insurance, and shall provide or purchase industrial insurance coverage prior to performing activities under this Agreement. The Council will not be responsible for payment of industrial insurance premiums or for any other claim or benefits for this Subrecipient, or any Subrecipient or employee of the Subrecipient, which might arise under the industrial insurance laws during the performance of duties and services under this Agreement. Should the Subrecipient fail to secure industrial insurance coverage or fail to pay premiums on behalf of its employees, the Council may deduct the amount of premiums owing from the amounts payable to the Subrecipient under this Agreement and transmit the deducted amount to the Department of Labor and Industries, Division of Industrial Insurance. This provision does not waive any rights of the Department of Labor & Industry to collect from the Subrecipient.

C. The Council shall be given advance notice of any material change to insurance coverage for services provided under this Agreement. The insurance required shall be issued by

insurance companies authorized to conduct business within the state of Washington with a "Best" rating of A-, Class VII or better and shall name South Central Workforce Council, its agents, and employees as additional insured's under the insurance policy/policies. All policies shall be primary to any other valid and collectible insurance. If self-insured, the Subrecipient warrants that it will maintain coverage sufficient to cover any liabilities including industrial insurance coverage and items listed in 1, 2, and 3 above. The limits of all insurance required to be provided by the Subrecipient shall be no less than the minimum amounts specified in this Agreement.

D. The Subrecipient will provide the Council with a copy of the applicable insurance face sheet(s) or certification of self-insurance reflecting these coverages. Insurance coverage(s) must be effective no later than the effective date of the Agreement and extend for the entire term of the Agreement.

E. The Subrecipient will follow the additional provisions:

1. Excess Coverage: The limits of all insurance required to be provided by the Subrecipient shall be no less than the minimum amounts specified.
2. Identification: All insurance Policies shall reference this Agreement.
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 rating lower than A-, Class VII.
4. Material Changes: The Council shall be given advance notice of any material change to insurance policies coverage for services provided under this Agreement.
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 Agreement and that the Subrecipient 's Risk Officer or appropriate individual will provide South Central Workforce Council evidence of such insurance. If requested, the Subrecipient will provide South Central Workforce Council 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 Subrecipient Agreement and for the term of the Agreement.

XII. BUY AMERICAN NOTICE REQUIREMENT

Purchases made under this Agreement using funds made available under WIOA (29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy America Act"). Any person who a court or Federal Agency has determined in the 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 Agreement or subcontract with funds made available under this Agreement.

XIII. CHANGES AND MODIFICATIONS

A. The Council may initiate changes in the services to be performed or in the project undertaken when such changes are necessitated by actions of the USDOL or the State of Washington, as empowered by the Act or Federal Regulations promulgated thereunder. Such changes, including any increase or decrease in the amount of reimbursement, shall be incorporated as a written modification to the Agreement. No modification or waiver of any clause or condition of this Agreement is binding upon either party unless such modification or waiver is in writing and executed by both parties.

B. The Council may require the Subrecipient to make reasonable changes in the contracted services as completed or to be completed if the contracted services fail to conform to the standards and specifications set forth in the Agreement.

XIV. CONSTRUCTION AND REPAIR LIMITATIONS

A. 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 Agreements and sub-grants for construction or repair.

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

C. Flood Insurance, No funds obtained through this Agreement 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.

D. Funding for Construction, unless specified otherwise in this Agreement, Subrecipient shall not spend any funds from this Agreement on construction or purchasing of facilities or buildings, or other capital expenditures for improvement to land or buildings.

E. New facilities designed or constructed with funds from this Agreement must comply with: The Architectural Barriers Act pf 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).

F. Religious Construction, Subrecipient shall not use any funds made available through this Agreement 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 organizations providing services to WIOA participants may be allowed.

XV. CONDITION PRECEDENT

This Agreement shall not be binding upon the Council until signature on behalf of the Council is authorized by the South Central Workforce Development Council.

XVI. CONFERENCES AND MEETING

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

B. Executive Branch Meetings, The Subrecipient must not use any funds from this Agreement for the purpose of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose this Agreement. No funds from this Agreement 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)).

C. 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 Agreement complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended).

XVII. CONFLICT OF INTEREST/CODE OF CONDUCT

A. Conflict of Interest, The Subrecipient shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Subrecipient, its executive staff, and employees, in administering this Agreement, 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 has a financial interest or other interest in the firm or organization selected for the award.
   1. Individual;
   2. Member of the immediate family;
   3. Employing organization; or
   4. Future employing organization.

B. A Subrecipient cannot be involved with decision making if there is a direct financial benefit to themselves or their immediate family. Membership on the State Board, a Local Board, or a Board standing committee does not by itself does not violate these conflict of interest provisions. Receipt of WIOA funds to provide training and related services, by

itself, does not violate these conflict of interest provisions. Subrecipient must abide by WIOA Title I Policy 5405, Revision 1.

C. Code of Conduct, The Subrecipient shall have written procedures for procurement, award, and administration of Agreements. The written procedure regarding conflict of interest shall contain penalties, sanctions, or other disciplinary actions. The written procedure 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 Agreements or subcontracts.

D. 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 Council, with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determination will render this Agreement voidable at the option of the Council and may justify further action under RCW 42.52.

E. The officers, employees, or agents of the Subrecipient making the award will neither solicit nor accept gratuities, favors, or anything of monetary value from Subrecipients, potential Subrecipients, or parties to subcontract. The Council shall not be liable for payment for services rendered under any Agreement to the extent this Agreement was entered into in violation of this clause.

F. The Council may, by written notice to the Subrecipient, terminate this Agreement in whole or in part if it is found after due notice and hearing that any of the following laws have been violated in obtaining or amending this Agreement or in making determinations with respect to this Agreement:
   1. RCW 42.20, Misconduct of Public Officers
   2. RCW 42.23, Code of Ethics for Municipal Officers-Agreement Interests
   3. RCW 42.52, Ethics in Public Service

XVIII. CONFLICTING PROVISIONS

A. If any provision of this Agreement is allegedly in conflict with federal or state law, the conflict will be resolved by giving precedence in the following order:
   1. Applicable Federal and Washington State Statutes and Regulations, including, but not limited to, the existing or hereinafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource Policies;
   2. The Agreement and its modifications; and,
   3. The Local Workforce Integrated Plan and its modifications for this Workforce Development Area retained by ESD and the Workforce Training and Education Coordinating Board (WTECB). If any provision of this Agreement is in conflict with or violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

XIX. COPYRIGHT PROVISIONS

A. Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Council. The Council 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 the Council effective from the moment of creation of such materials.

B. The Council may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOL reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

C. Materials means 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. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

D. For Materials that are delivered under this Agreement, but that incorporate preexisting materials not produced under this Agreement, Subrecipient hereby grants to the Council 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 the Subrecipient has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the Council.

E. The Subrecipient shall exert all reasonable effort to advise the Council, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Council shall receive prompt written notice of each notice or claim of infringement received by the Subrecipient with respect to any data delivered under this Agreement. The Council shall have the right to modify or remove any restrictive markings placed upon the data by the Subrecipient.

XX. COST ALLOCATION AND INDIRECT COST

A. A cost allocation plan or indirect cost rate proposal is required for all Workforce Innovation and Opportunity Act (WIOA) Agreements and subcontracts issued by the Council. Governmental agencies and Non-Profit organizations are required to follow the requirements of the OMB Uniform Guidance and DOL exceptions. A complete plan or proposal will be submitted annually to the Council's Financial Department for approval.

B. Plans or proposals will be submitted to the Council within six months of the end of the organization's fiscal year-end. The approval requirement does not apply to entities

receiving funding directly from the Department of Labor or other federal agencies. These entities are to provide a copy of their federally-approved Cost Allocation Plan or Indirect Cost Proposal to the Council for monitoring purposes.

XXI. COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subrecipient for the purpose of securing business. The Council shall have the right, in the event of a breach of this clause by the Subrecipient, to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover by other means the full amount of such commission, percentage, brokerage or contingent fees. In no event shall the Council be liable for any brokerage or contingent fees.

XXII. DEBARMENT, SUSPENSION, AND PROHIBITION

A. The Subrecipient has provided its certification that it is in compliance with and shall not be in Agreement with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549, and Debarment and Suspension, codified at 29 CFR part 98.

B. The Subrecipient shall provide immediate written notice to the Council if, at any time, the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. The Subrecipient shall not knowingly assign or subcontract any portion of contracted services to a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation.

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

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

F. Prohibition on contracting with Inverted Domestic Corporations, No funds made available under this Agreement may be used for any Agreement 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.

XXIII. DISALLOWED COSTS

The Subrecipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subrecipients.

XXIV. DISPUTES

Any dispute arising under this Agreement, including a disputed complaint or grievance resolution, shall, unless otherwise provided in this Agreement, be submitted in writing to the Council for settlement under the Council's Dispute Resolution and Appeals Procedures.

XXV. ENERGY AND POLICY CONSERVATION ACT

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).

XXVI. ENVIRONMENTAL COMPLIANCE

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). (Agreements, subcontracts, and sub-grants of amounts in excess of $100,000).

XXVII. FUNDING

A. Funding Provided, Funding made available through this Agreement is limited to the funding expressly provided in this agreement. Subrecipient will use the funding provided in this Agreement only on allowable costs. The Council will honor all allowable costs submitted within the funding period if funding is available.

B. Violation of Privacy Act, No funds made available under this Agreement may be used in contravention of the 5 U.S.C. 552(a) or regulations implementing that section.

C. Profit, Any profit generated by funds made available under this Agreement must be used or returned to the Council in accordance with WIOA Title I Policy #5220, Revision 1.

D. Recapture, Funding provided in this Agreement is subject to Recapture under WIOA Title I Policy #5275.

E. Repayment of Disallowed Costs, Subrecipient may be required to repay the Council for any costs that are determined by the Council to be a disallowable cost.

XXVIII. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the state of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought to the Superior Court for the state of Washington in Yakima County, Washington.

XXIX. GRIEVANCE PROCEDURES

A. The Subrecipient shall the Council's procedure for resolving grievances pursuant to Washington State WAC 192.40 and the Workforce Innovation and Opportunity Act §181(c). A copy shall be made available to clients and applicants for contracted services.

B. Such procedures should include time frames for filing a grievance and provide opportunities for informal and formal resolution. For grievances arising from the delivery of contracted services, the grievance procedures must include the right of the grievant to appeal to the Council. Applicants and clients shall be advised of the grievance procedures and their right to due process if they feel they have been wrongfully denied or terminated from services.

XXX. INCIDENT REPORTING

A. The Subrecipient agrees to report any extraordinary incident to the Council, in writing, within three working days of the occurrence of an incident. A reportable incident is one that occurs or arises under this Agreement, and which involves:
   1. A death of or injury (requiring inpatient hospital care) to a client or other person under the care, supervision, or control of the Subrecipient at the time of the incident
   2. An act of violence or serious crime in which the victim or the perpetrator is a client, an employee, or another person under the care, supervision, or control of the Subrecipient at the time of the incident
   3. An incident of such public concern that the Council or the Board of Yakima County Commissioners may have a need to know
   4. A loss of funding so great as to jeopardize the Subrecipient's ability to fulfill the terms of this Agreement

XXXI. INDEMNIFICATION

The Subrecipient will protect, save, and hold harmless the State of Washington, the Council, or any employees thereof, from and against all claims, suits, actions, costs, damages, or expenses arising from any negligent or deliberate act or omission of the Subrecipient. Each party shall indemnify and hold harmless the other, its officers, agents, and employees from all liability, loss, or damage, including costs of defense they may suffer because of claims, demands, actions, costs, or judgments that result from a failure to comply with this Agreement, including audit exceptions, or the negligent acts of the indemnifying party, its

agents, employees, or Subrecipients. In the case of negligence of both or all parties, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Subrecipient waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents, or employees.

XXXII. INDEPENDENT CAPACITY OF SUBRECIPIENT

The parties intend that an independent Subrecipient relationship will be created by this Agreement. The Subrecipient and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or Council. The Subrecipient will not hold itself out as or claim to be an officer or employee of the Council or the state of Washington by reason hereof, nor will the Subrecipient make any claim of right, privilege, or benefit which would accrue to such officer or employee under the law. Conduct and control of the work will be sole with the Subrecipient.

XXXIII. INFORMATION TECHNOLOGY RESOURCES

A. All WorkSource partners, customers, and WIOA service providers are required to conserve and protect state and county resources for the benefit of the public interest. This requirement is necessary to maintain public trust, conserve public resources and protect the integrity of the state and county information resources and systems. Active compliance with this requirement will limit risk and liability for WorkSource partners and customers, as well as individual employees.

B. All WorkSource partners, customers, and WIOA service providers must conform to all upcoming WIOA Washington State Policies and ESD Policy and Procedure #2016 for use of Department Information Technology Resources, each of which is hereby incorporated by reference when using ESD-provided, state-owned, WDC provided, or county-owned information technology resources.

XXXIV. INTELLECTUAL PROPERTY RIGHTS

A. The Federal Government reserves a paid-up, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a sub-grant or contract under the grant or sub-grant; and ii) any rights of copyright to which the Subrecipient, sub-grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be

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

"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the Subrecipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, the accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.

This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

XXXV. INTERNAL CONTROLS

A. The Subrecipients 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.

B. These internal controls are needed to provide safeguards to protect personally identifiable information, records, Agreements, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that ESD 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:
   1. Managing funds under this Agreement in compliance with federal statutes, regulations, and the terms of this Agreement;
   2. Complying with federal statutes, regulations, and the terms and conditions of the federal award;
   3. Evaluating and monitoring Subrecipients' compliance with applicable laws and terms of this Agreement; and
   4. Taking prompt action when instances of noncompliance are identified.

XXXVI. KEY PERSONNEL

The Subrecipient shall assign to this Agreement key personnel. The Subrecipient shall notify, in writing, the Council contracting Officer within 15 days if there is a change of key personnel. The notification shall include, at a minimum, the name and title of the key personnel change as well as the date the change occurred.

XXXVII. LABOR STANDARDS

A. Limitations on Activities That Impact Wages of Employees, No funds provided under this title shall be used to pay the wages of incumbent employees during their participation in economic development activities provided through a statewide workforce investment system.

B. Displacement, A participant in a program or activity authorized under this title shall not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).

C. Collective Bargaining, This Agreement, or any subcontract of this Agreement, shall not impair an existing Agreement for services or collective bargaining agreement, and no activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned. A participant in a specified activity shall not be employed in a job if:
   1. Any other individual is on layoff from the same or any substantially equivalent job;
   2. The employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy so created with the participant; or
   3. The job is created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals (as of the date of the participation).

D. Health and safety standards, Established under Federal and State law otherwise applicable to working conditions of employees shall be equally applicable to working conditions of participants engaged in activities funded under this title. To the extent that a State workers' compensation law applies, workers' compensation shall be provided to participants on the same basis as the compensation is provided to other individuals in the State in similar employment.

E. Employment Conditions, Individuals employed in on-the-job training (OJT), or other programs and activities under this title, shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.

F. No Impact on Union Organizing, The Subrecipient assures that no funds under this title will be used to assist, promote, or deter union organizing.

XXXVIII. LICENSING AND ACCREDITATION

The Subrecipient shall comply with all applicable federal, state, and local laws and regulations for licensing, certification, and operation of facilities and programs, accreditation

and licensing of individuals, and other standards or criteria as described in this Agreement to assure the quality of services.

XXXIX. LIMITATION OF FUNDING PROVIDED

A. Submission of Unclaimed Cost, Allowable costs submitted within the funding period will be honored by the Department if grant funds are available.

B. Acorn Prohibition, Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) ("CAA"), requires that no direct or indirect funding from the Consolidated Appropriations Act may be provided to the Association of Community Organizations for Reform Now ("ACORN") or any of its affiliates, subsidiaries, allied organizations or successors through Federal Subrecipients.

C. Business Relocation, No funds obtained through this Agreement 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 an 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.

D. Consultants, No funds obtained through this Agreement may be used to pay a consultant unless additional approval is granted from South Central Workforce Council.

E. 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 Agreement may be used to employ or train participants in religious activities.

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

XL. LOBBYING ACTIVITIES

The Subrecipient has provided its certification that it is in compliance with the requirements of 29 CFR Part 93, restricting lobbying activities. The Subrecipient shall also make available, upon request, required disclosure information if the Subrecipient participates in lobbying activities during the Agreement period.

XLI. MAINTENANCE OF EFFORT

A. The Subrecipient shall ensure the following:

1. That funds for training programs do not impair existing Agreements for services, or result in the substitution of federal funds for other funds in connection with work to be performed, including services normally provided by temporary, part-time, or seasonal workers, or through subcontracting such services; and
2. That funds for training programs result in an increase in employment and training opportunities over those which would otherwise be available.

XLII. MEDICAL RECORDS

Medical and disability-related documents must be secured and maintained in a unique client file. Medical and disability files should be stored as medical records and must be separate from all other confidential information (e.g. court documents). Medical and disability-related information contained in case notes, assessment forms, or other documentation in the approved state reporting system must be secured in the client file. This is accomplished by copying the specific sheet of the case note file, assessment form, or language in the state reporting system that contains medical or disability-related information, placing it in the medical and disability file, then redacting the medical and disability-related information in the paper case notes, assessment form or language in the state reporting system by inserting 'See medical file'. When the client exits the program, medical and disability-related information must be placed in a sealed envelope marked 'Medical and Disability Information' and then must be secured in the client file.

XLIII. NONDISCRIMINATION

A. As a condition to this award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
   1. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) Title 1 and Washington State policy #5402, Revision 3 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, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, and against any beneficiary of, an applicant to, or participant in programs financially assisted under Title I of the WIOA, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially, assisted program or activity;
   2. Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the bases of race, color, and national origin;
   3. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against qualified individuals with disabilities;
   4. The Age Discrimination Act of 1975, as amended, prohibits discrimination based on age; and
   5. Title IX of the Education Amendments of 1972, as amended, prohibits discrimination based on sex in educational programs.

B. The Subrecipient also assures that it will comply with 29 CFR part 38.25(a)(ii) and all other regulations implementing the laws listed above. The assurance applies to the

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

C. The Subrecipient must not discriminate in any of the following areas:
   1. Deciding who will be admitted, or have access, to any WIOA Title financially assisted program or activity;
   2. Providing opportunities in, or treating any person in regard to, such a program or activity;
   3. Making employment decisions in the administration of, or in connection with, such a program or activity.

D. The Subrecipient also ensures that it will comply with the Methods of Administration (MOA) developed by the Washington State Employment Security Department and any WIOA policies and procedures issued.

E. Refer to the US Department of Labor Training & Employment Notice Update TEN 1-15 http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=3182, regarding Promising Practices in Achieving Universal Access and Equal Opportunity: A Section 188 Disability Reference Guide. http://www.dol.gov/oasam/programs/crc/188Guide.htm The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.
   1. Discrimination, No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any such program or activity funded in whole or in part by this Contract on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against any beneficiary of, an applicant to, or participant in programs financially assisted under Title I of the WIOA, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially, assisted program or activity.

      Language Services, interpretation, or translation must be made available free of charge for limited English proficient (LEP) individuals. When a significant number or proportion of the eligible population needs information in a language other than English to be effectively informed about the program or to be able to participate, the following four factors must be considered in determining the language services to provide:
      - The number or proportion of LEP persons served or encountered in the eligible service population;
      - The frequency with which LEP individuals come in contact with the program;
      - The nature and importance of the program, activity, or service provided; and,
      - The resources available and costs.

It may be determined, as a result of the analysis that different language assistance measures are sufficient for the different programs or activities provided.

Regardless of the number or proportion of individuals, reasonable efforts must be made to meet the particular language needs of LEP individuals.

2. Program Participation, As long as an individual meets the other program requirements, participation in any programs funded in whole or in part by this Agreement shall be available to all citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees and other immigrants authorized by the Attorney General of the United State to work in the United States. No person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.
3. Notification, The Subrecipient shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places; shall disseminate the notice in internal memoranda, and other written or electronic communications; shall include the notice in handbooks or manuals; make the notice available during orientations and to each participant. A signed copy of the notice will also be made a part of the participant's file. All medical information and/or information regarding a participant's disability must be kept confidential and maintained in a file that is separate from the participant's file.

   The Subrecipient shall include the following Equal Opportunity tagline in recruitment brochures and other materials, including pamphlets, flyers, and other publications distributed or communicated in written or oral form, electronically or on paper, for customers, staff, or the public that describe programs financially assisted under Title I of the WIOA or the requirements for participation by recipients and participants will include the following EO Tagline:

   > "(NAME OF ORGANIZATION)) is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities."

   If a phone number is included, the Washington Relay Service number must also be provided. This should be: Washington Relay Service: 711, which can alternatively be placed at the end of the EO tagline.
4. Affirmative Outreach. If the Subrecipient serves customers, the subrecipient must take appropriate steps to ensure that they are providing equal access to their WIOA Title I-financially assisted programs and activities. These steps should involve reasonable efforts to include members of the various groups protected by these regulations including but not limited to persons of different sexes, various racial and ethnic/national origin groups, various religions, individuals with limited English proficiency, individuals with disabilities, and individuals in different age groups.

   Such efforts may include, but are not limited to:
   a. Advertising the recipient's programs and/or activities in media, such as newspapers or radio programs, that specifically target various populations;

b. Sending notices about openings in the recipient's program and/or activities to schools or community service groups that serve various populations; and
c. Consulting with appropriate community service programs about ways in which the recipient may improve its outreach and service to various populations.

5. Reporting, The Subrecipient shall promptly notify the Council's EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination based on any of the grounds of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), sexual orientation, national origin (including limited English proficiency), age, disability, or political affiliation or belief; and against any beneficiary of, an applicant to, or participant in programs financially assisted under Title I of WIOA, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity. The State EO Officer will notify the Director of ESD; Civil Rights Center (CRC); the Office of the Assistant Secretary for Administration and Management; and DOL.
6. Programmatic and Architectural Accessibility, Each program or activity must be operated in a manner that makes it readily accessible to qualified individuals with a disability. A qualified individual with a disability is an individual who, with or without reasonable accommodation for his or her disability, meets eligibility requirements.

   Program accessibility requires the provision of reasonable accommodations for individuals with disabilities, making reasonable modifications to policies, practices, or procedures, administering programs in the most integrated setting appropriate, communicating with persons with disabilities as effectively as with others, and providing appropriate auxiliary aids or services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in and enjoy the benefits of, the program or activity.

   In determining what types of auxiliary aids and services are necessary, a recipient must give primary consideration to the requests of individuals with disabilities. In order to be effective, auxiliary aids and services must be provided in accessible formats, in a timely, manner, and in such a way as to protect the privacy and independence of the individual with a disability. Some examples include qualified interpreters, video remote interpreting services, text and video-based telecommunications products and systems, videotext displays, and telephone handset amplifiers.

   Regarding physical accessibility, no qualified individual with a disability may be excluded from participation in, or be denied the benefits of a recipient's service, program, or activity, or be subjected to discrimination by any recipient because a recipient's facilities are inaccessible or unusable by individuals with disabilities. Facilities must comply with the applicable federal accessible design standards, such as the ADA Standards of Accessible Design (1991 or 2010) or the Uniform Federal Accessibility Standards and recipients must meet their accessibility obligations under Section 504 of the Rehabilitation Act and the implementing regulations at 29 CRF Part 32.

F. In the event that one of the parties hereto refuses to comply with the above provision, the SUSPENSION, TERMINATION, AND CLOSE-OUT clause may be utilized.

XLIV. PATENT RIGHTS

The Council retains the entire right, title, and interest to each invention developed during the performance of Agreement services. The Council shall receive prompt, written notice of each notice or claim of patent infringement received by the Subrecipient with respect to patents developed during its performance of Agreement services.

XLV. PAYMENT CONDITIONS

A. Payments shall only be made for contracted activities rendered by the Subrecipient that are identified within the terms and conditions of this Agreement and set forth within a category of the budget.

B. If, in the opinion of the Council, any proposed budget adjustment will change the scope, purpose, or objectives of this Agreement, an Agreement modification will be required.

C. Payments shall be based on the Council's receipt of all fiscal and programmatic reports required by this Agreement to substantiate claims for payment. The Council expressly reserves the right to withhold payment in whole or in part when:
   1. The Subrecipient fails to submit all required documentation.
   2. The Subrecipient fails to submit required documents per prescribed due dates.
   3. In the Council's judgment, additional information is required to substantiate the basis upon which claims for payment are made, provided the request for such additional information is consistent with the requirements of this Agreement.
   4. Claims for payment are inconsistent with the terms and conditions of this Agreement.
   5. The Subrecipient fails to attain, on a monthly or quarterly basis, as applicable, during the term of this Agreement, any one or all of the Agreement Goals and/or Performance Measure Objectives.
   6. The Subrecipient fails to meet established due dates for ongoing data collection, reporting, program paperwork, performance data, follow-up information, and/or any additional required documentation as defined by the Council.
   7. The Subrecipient fails to maintain standards to ensure quality work and an acceptable error rate level for program paperwork and data entry into the statewide database system.
   8. The Subrecipient fails to maintain standards to ensure quality work with an adequate and consistent staffing level as recorded in the staffing allocation.

D. The Subrecipient shall submit written payment claims for contracted activities on the forms provided by the Council.

E. In consideration for services, as described in the SPECIFIC PROVISIONS of this Agreement, and in accordance with the BUDGET of this Agreement. The total available sum shall be available during the Agreement period only and shall be used to provide

services as described in the SPECIFIC PROVISIONS of this Agreement. Payment shall be based on the Subrecipient's claims for payment as reported on the Council's Cash Request form and shall be contingent upon the receipt of all required financial and program reports by the respectively assigned due dates.

F. All expenditures must be completed by the Agreement end date to be eligible for reimbursement.

G. Closeout: Upon expiration/completion or termination in whole or in part, of this Agreement, the following conditions shall apply:
   1. The Council shall, upon submittal of a final invoice, pay to the Subrecipient all allowable and reimbursable costs not covered by the previous payment, subject only to the right reserved to the parties in the event of a dispute as provided in the DISPUTES section of this Agreement.
   2. The Subrecipient shall pay to the Council any monies received from the Council in excess of allowable costs, subject only to the right reserved to the parties in the event of a dispute as provided in the DISPUTES section of this Agreement.
   3. In the event the Council and the Subrecipient are unable to agree upon amounts due as provided in subparagraphs 1 and 2 above, either party shall have the right to withhold the disputed amount from final payment pending a final audit, and then pay such amounts as the audit determines are payable.
   4. The Subrecipient shall submit all required financial and performance reports within thirty (30) days of closeout.

XLVI. PRICE WARRANT

The Subrecipient warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged by any other client for the same services performed by the same individuals.

XLVII. PRIORITY OF SERVICE FOR VETERANS AND MILITARY SELECTIVE SERVICE

A. 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 in 20 CFR part 1010.

B. In circumstances where a grant recipient 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 at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

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

XLVIII. PROHIBITION OF POLITICAL ACTIVITIES

The political activity of Subrecipient employees and officers is limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508. No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

XLIX. PUBLIC INFORMATION

Whenever written or verbal information related to the services provided through this Agreement is distributed to the media or directly to the general public, another agency, or governmental audience, whether such information is solicited or unsolicited, the Subrecipient shall acknowledge and name South Central Workforce Council and the Awarding Agency as providing funding for the services provided through this Agreement.

L. RECORDS MANAGEMENT AND RETENTION

A. The Subrecipient is required to maintain and retain records of all fiscal and program activities under WIOA. With some exceptions, such records must be available to the public. The minimum requirements, timeframes for records retention, and extent to which such records may be made available to the public are as follows:
   1. Retain all records pertinent to grants, grant agreements, interagency agreements, contracts, or any other awards, including financial, statistical, property, and supporting documentation, for a period of at least three (3) years after submittal of the final expenditure report (closeout) for that funding period to the awarding agency.
   2. Retain all program and data validation records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment for a period of not less than six (6) years after the end of the fiscal year.
   3. Retain records for non-expendable property funded under this Agreement for a period of three (3) years after the final disposition of the property.
   4. Retain records regarding complaints and actions taken on complaints for at least three (3) years from the date of the resolution of the complaints.
   5. After files have been retained for the appropriate period cited in A – D above, refer to your organization's guidelines for destroying confidential information.
   6. 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.

In the event of the termination of the relationship between the Council and the Subrecipient, the Subrecipient is responsible for maintaining and retaining their own records as well as the records of any subrecipient unable to maintain and retain its own records.

LI. REPORTING INCIDENTS INVOLVING WIOA FUNDING

Subrecipients must prevent and detect fraud, abuse, gross mismanagement of misuse of program funds, and criminal activity of WIOA funding. They must follow the procedures in SCWDC's Reporting Incidents Involving WIOA Funding Policy 5412, Revision 2 for documenting, immediately reporting, and following up on instances of alleged, suspected or known fraud, program abuse and criminal misconduct involving recipients or subrecipients of federal funds under WIOA.

LII. RESOLUTION OF CONFLICTING PROVISIONS

A. If any provision of this Agreement is allegedly in conflict with federal or state law, the conflict will be resolved by giving precedence in the following order:
   1. The Workforce Innovation and Opportunity Act of 2014 (WIOA)
   2. The Department of Labor's (DOL) regulations relating to WIOA
   3. The Washington State WIOA Policies
   4. Any applicable Washington State regulations
   5. This Agreement and its modifications
   6. Council Administrative Bulletins
   7. The South Central Workforce Development Area Local Strategic Plan and its modifications as filed with the Employment and Training Division of the Washington State Employment Security Department.

LIII. SAFEGUARDING OF CONFIDENTIAL INFORMATION

A. The Subrecipient shall not publish, transfer, sell or otherwise disclose any confidential information gained through this Agreement unless:
   1. Related to the purpose of this Agreement;
   2. Required by law; or
   3. Authorized by prior written approval of the person who is the subject of the confidential information.

B. The Subrecipient shall maintain proper security measures to protect all confidential information. The use or disclosure, by the Subrecipient or any other party, of confidential information concerning a program recipient or client for any purpose not directly connected with the administration of the Subrecipients or Council's responsibilities with respect to contracted services provided under this Agreement is prohibited except by written consent of the recipient or client, or his/her legally authorized representative, or as otherwise provided by law, specifically:
   1. The Council and/or the Subrecipient may disclose information to each other, the state of Washington, and/or the federal government for purposes directly connected with

the administration of this Agreement. Such purposes include determining eligibility, delivering services, and participating in an audit.

2. The Council and/or the Subrecipient may disclose information to appropriate federal agencies and the state of Washington for research, monitoring, statistical, and evaluation purposes.
3. The Subrecipient shall use any private and confidential information provided under this Agreement solely for the purpose for which the information was disclosed. The Subrecipient shall not disclose or misuse any private and confidential information unless the disclosure is authorized by law. The misuse or unauthorized release of private and confidential information shall subject the Subrecipient, its employees, or agents to a civil penalty of Five Thousand dollars ($5,000) for each offense and other applicable sanctions under state and federal law (50.13 RCW).

LIV. STAFFING AND WORKPLACE

A. Salary and Bonus Limitations: No funds received under this agreement 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 Legal II. This limitation does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

B. Wages and Hours: The Subrecipient shall comply with Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5). (Construction Agreements awarded by Subrecipients and contractors in excess of $2000, and in excess of $2500 for other Agreements which involve the employment of mechanics or laborers.)
   1. Any wages paid by Subrecipient using funds from this Agreement shall be reasonable, necessary, and allocable for the performance of this Agreement, 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.
   2. Licensing: Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for performance under this Agreement.
   3. 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.\
   4. 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.

LV. SEVERABILITY

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

LVI. SITE SECURITY

While on Council premises, Subrecipient, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security policies or regulations.

LVII. SMALL, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISES

The Subrecipient shall provide to qualified small, minority, and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement.

LVIII. STANDARDS FOR FISCAL ACCOUNTABILITY

A. The Subrecipients fiscal management system shall:
   1. Provide accurate, current, and complete disclosure of the financial status of each Agreement.
   2. Identify the source and application of all funds received for contracted services, distinguish costs of contracted services delivered under the terms of the Agreement from all other costs, and provide for accounting separation of all funds received.
   3. Report all revenue and expenditures to the Council in a manner consistent with generally accepted accounting principles.

B. The Subrecipient agrees to establish and maintain a written financial management system which includes a method for comparing actual to planned expenditures, a system of internal controls and written accounting procedures for safeguarding money and property, a system for checking the accuracy and reliability of accounting data, and a system for providing a complete audit trail. The Subrecipient's financial management system will meet the standards set forth in the state of Washington Policy No. 5230, "Financial Management" and Policy No. 5260, Revision 3, "Allowable Cost, and Prior Approval Requirements" and subsequent applicable policies issued by the State of Washington.

C. The Subrecipient's financial management system will also meet the standards set forth in the following federal laws and regulations and any other current or subsequent applicable federal laws and regulations:
   1. Public Law 113-128
   2. 20 CFR Part 652
   3. OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et. seq., and the U.S. Department of Labor Uniform Administrative Requirements, Cost Principles, and Audit Requirements adopting the OMB rule with DOL exceptions, 2 CFR Part 2900 et. seq.

D. The Subrecipient agrees to:
   1. Maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services.
   2. Retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.

LIX. SUBRECIPIENT COMPLIANCE

A. The Subrecipient shall not subcontract work or services contemplated under this Agreement and/or use an outside consultant, except as provided for in the Statement of Work, without obtaining the prior written approval of the Council for the authority to enter into a subcontract. Subrecipient acknowledges that such approval for any subcontract does not relieve the Subrecipient of its obligations to perform hereunder. The Council retains the authority to review and approve or disapprove all subcontracts. At the Council's request, the Subrecipient will forward copies of subcontracts and fiscal, programmatic, and other material pertaining to any and all subcontracts.

B. For any proposed Subrecipient the Subrecipient shall:
   1. Be responsible for the Subrecipient's compliance with these General Provisions and the subcontract terms and conditions; and
   2. Ensure that the Subrecipients follow the Council's reporting formats and procedures as specified by the Council.

LX. SUBRECIPIENT REGISTRATION

The Subrecipient agrees to complete registration with the Department of Revenue, Department of Labor and Industries, and Employment Security Tax Administration by having filed a master business application prior to the execution of this Agreement and to pay any taxes, fees, or deposits required by the state as a condition of providing services under this Agreement. Subrecipient will provide the Council 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 Subrecipients commencing services under this Agreement.

LXI. SUSPENSION AND TERMINATION

This Agreement may be suspended or terminated, in whole or in part, for any of the following reasons and in the following manner:

A. Suspension: If the Subrecipient fails to comply or is unable to substantiate full compliance with the terms of this Agreement, the Council may suspend this Agreement in whole or in part pending corrective action or investigation, effective no less than seven days following written notification to the Subrecipient. The suspension shall remain in force until the Subrecipient fully complies with the terms of the Agreement to the satisfaction of the Council, and is able to substantiate its full compliance. No obligation incurred by the Subrecipient during the period of suspension shall be allowable under this Agreement except:
   1. Reasonable, proper, and otherwise allowable costs that the Subrecipient could not avoid during the period of suspension

2. Discretionary costs, which the Subrecipient incurred during the period of suspension, once the Subrecipient is able to substantiate complete compliance with the terms of this Agreement

B. Termination for Cause: The Council may, by written notification, terminate this Agreement in whole or in part for a substantial breach of duties by the Subrecipient under this Agreement. In such an event, the Subrecipient shall be liable for reasonable damages, including the reasonable cost of procuring similar services actually procured by the Council to fully execute the Subrecipient's duties under this Agreement.

C. Termination for Funding Reasons: The Council may, immediately upon written notice, terminate this Agreement in whole or in part if funding from local, state, federal, or other sources is reduced, withdrawn, or in another manner becomes no longer available to the Council or is not allocated for the purpose of meeting the Council's obligations hereunder. Such action is effective immediately upon receipt of written notice by the Subrecipient. The Council agrees to promptly notify the Subrecipient of any proposed reduction in funding by state, federal, or other sources, and the Subrecipient agrees that, upon receipt of such notice, it shall take appropriate and reasonable action to reduce its spending in the affected funding area so that costs do not exceed the funding level which would result if said proposed reduction became effective. In such an event, this Agreement is subject to renegotiation under any new funding limitations or conditions.

D. Termination for Other Grounds: This Agreement may be terminated in whole or in part by either party, upon thirty days advance wrote notice, in which case the two parties shall determine by mutual agreement the conditions of termination including the effective date and, in case of termination in part, the portion to be terminated. If this Agreement is so terminated, the Council shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

E. Termination Procedure: Upon termination of this Agreement, in whole or in part, the following provisions shall apply.
   1. The Subrecipient shall submit all required financial and performance reports to the Council within 30 days of the termination date.
   2. The Council shall pay to the Subrecipient the agreed-upon price for completed work and services accepted by the Council and the amount agreed upon by the Subrecipient and the Council for:
      a. completed work and service(s) for which no separate price is stated;
      b. partially completed work and services;
      c. other property or services which are accepted by the Council; and
      d. the protection and preservation of property, unless the termination is for default, in which case the Council shall determine the extent of liability of the Council. Failure to agree with such determination shall be a dispute within the meaning of the DISPUTES section of this Agreement.

3. The Subrecipient shall pay to the Council any monies received in excess of allowable costs, subject only to the right reserved to the parties in the event of a dispute as provided in the DISPUTES section of this Agreement.
4. The Council may withhold from any amounts due to the Subrecipient such sum as the Council determines to be necessary to protect the Council against potential loss or liability.
5. In addition to any other rights provided in this Agreement, the Council may require the Subrecipient to deliver to the Council any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated. The provisions of the TREATMENT OF ASSETS section shall apply in such property transfer.
6. The rights and remedies of the Council provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
7. Upon receipt of a notice of termination and except as otherwise directed by the Council, the Subrecipient shall:
    i. Stop work under this Agreement on the date and to the extent specified in the notice.
    ii. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for the completion of such portion of work under this Agreement as is not terminated.
    iii. Assign to the Council in the manner, at the times, and to the extent directed by the Council, all the rights, title, and interest of the Subrecipient under the orders and subcontracts so terminated, in which case the Council has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
    iv. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Council to the extent the Council may require, which approval or ratification shall be final for all purposes of this clause.
    v. Transfer title to the Council and deliver in the manner, at the times, and to the extent directed by the Council any property which, if the Agreement had been completed, would have been required to be furnished to the Council.
    vi. Complete performance of such part of the work as shall not have been terminated by the Council.
    vii. Take such action as may be necessary, or as the Council may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Council has or may acquire an interest.

LXII. TREATMENT OF ASSETS

Real and personal property shall not be purchased under this Agreement without prior written approval from the Council. An inventory of such property shall be completed annually and

submitted to the Council's Property Manager. The Subrecipient agrees to comply with Washington State Policy #5407, Property Management and Inventory.

A. Definitions:
   1. Nonexpendable Personal Property, Equipment defined as tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit unless defined otherwise by Agreement.
      a. All serial-numbered property regardless of purchase price or useful life.
      b. All small and attractive items with a unit cost (cost plus ancillary costs) or $300 or more.
      c. All computer software with an acquisition of $1,000 or more.
   2. Personal Property, property of any kind except real property.
   3. Acquisition Cost, the amount expended for property, excluding interest and book value (acquisition cost less depreciation), of any trade-in.
   4. Useful Life, of property, means that useful service life as based on the U.S. Department of Treasury, Internal Revenue Service policies on depreciation for tax purposes unless the Subrecipient can provide documentation asserting otherwise to the satisfaction of the Council.

B. Title to all property furnished by the Council with the county, state, or federal funds shall remain with the Council, the state of Washington, or the federal government as their respective interests may appear.

C. Title to all nonexpendable personal property purchased by the Subrecipient, the cost of which the Subrecipient is entitled to be reimbursed as a direct item of cost under an Agreement, shall pass to and vest in the Council, the state of Washington, or the federal government as their respective interests may appear, upon delivery of such property.

D. Nonexpendable personal property purchased by the Subrecipient under the terms of any Agreement in which title is vested in the Council, state of Washington, or federal government shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association, or organization without the prior written approval of the Council, state, or federal government.

E. Nonexpendable personal property furnished to or purchased by the Subrecipient in which title is vested in the Council, state of Washington, or federal government shall be used only for the delivery of contracted services.

F. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the Council, the Subrecipient agrees to execute such security agreements and other documents as shall be necessary for the Council, state of Washington, or federal government to protect their respective interests in such property in accordance with the Uniform Commercial Code-Secured Transaction as codified in Article 9. Title 62A, RCW.

G. The Subrecipient shall be responsible for:

1. The loss or damage to property of the Council, state, or federal government that results from negligence, willful misconduct, or lack of good faith on the part of the Subrecipient.
2. Maintenance and administration of property in accordance with sound management practices.

H. Ensuring that the property shall be returned to the Council, state, or federal government in a condition as good as when acquired, reasonable wear and tear accepted. Upon the loss or destruction of or damage to Council, state, or federal government property, the Subrecipient shall take all reasonable steps to protect that property from further damage and shall report the incident to the Council's Property Manager within 30 days thereof.

I. The Subrecipient shall surrender to the Council all property of the Council, state, or federal government within 30 days after settlement upon rescission, termination, or completion of this Agreement for which the property was purchased, unless otherwise mutually agreed between the Subrecipient and the Council.

J. The Council may abandon in place property in which title is vested in the Council, state, or federal government under the terms of this Agreement insofar as permitted by law, rule, or regulation, and thereupon all rights and obligations of the Council, state, or federal government regarding such abandoned property shall cease.

LXIII. USE OF NAME PROHIBITED

The Subrecipient shall not in any way enter into an Agreement on behalf of or in the name of the Council. Nor shall the Subrecipient release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning any program or project under this Agreement without obtaining the prior written approval of the Council.

LXIV. WAIVER

Failure by the Council to exercise its rights shall not constitute a waiver of any rights under this Agreement. Any waiver of rights or waiver modifying the terms of this Agreement shall be in writing, signed by an authorized representative of the Council, and attached to the original document.

LXV. WIOA ADDITIONAL CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the following:

Formula Grants (WIOA)
Funds provided under this grant contract must be expended in accordance with all applicable federal statutes, regulations, and policies, including those of the Workforce Innovation and Opportunity Act; the applicable approved State WIOA plan, including approved modifications and amendments to the plan, and the South Central Strategic Plan.

Mileage Reimbursement Rates
Pursuant to 2 CFR 200.474(a), Grantee must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this federal award cannot be charged more than the maximum allowable Mileage Reimbursement Rates for Federal employees. Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.

Consultants
For the purposes of this award, 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 "PY22/FY23 Federal Award Terms" for WIOA Programs (Adult/DW/Youth).

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

Restriction on the Promotion of Drug Legalization
Pursuant to P.L. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

Restriction on Purchase of Sterile Needles or Syringes
Pursuant to P.L. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

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

EQUAL OPPORTUNITY IS THE LAW
29 CFR Part 38.30

EQUAL OPPORTUNITY IS THE LAW
It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency, age, disability, or political affiliation or belief, or

Against any beneficiary of, an applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

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

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

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either: the recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

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

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

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

PAYMENT PROVISIONS

I. GENERAL PAYMENT CONDITIONS:

The Subrecipient agrees to the following standards in satisfactorily performing the terms and conditions of this Agreement:

A. Payments shall only be made for contracted activities rendered by the Subrecipient, which are identified within the terms and conditions of this Agreement and set forth within a category of the budget.

B. The Subrecipient shall submit to the Council a written request for modification 45 days prior to the contract end date when:
   1. The proposed revision would change the scope or objectives of any contracted service;
   2. The Subrecipient desires to transfer funds between budget categories that will result in a 10% change in either category.
   3. The Subrecipient desires to exceed the Cost Reimbursement Planned Monthly Accrued Cost Projections by 15% for accrued year-to-date expenditures in any given month.

C. Payments shall be based on the Council's receipt of all fiscal and programmatic reports required by this Agreement to substantiate claims for payment. The Council expressly reserves the right to withhold payment in whole or in part when:
   1. The Subrecipient fails to submit all required documentation; or
   2. The Subrecipient fails to submit required documents per prescribed due dates; or
   3. In the Council's judgment, additional information is required to substantiate the basis upon which claims for payment are made, provided the request for such additional information is consistent with the requirements of this Agreement; or
   4. If claims for payment are inconsistent with the terms and conditions of this Agreement.

II. BILLING PROCEDURES:

A. The Subrecipient shall submit claims for payment for contracted activities provided on the appropriate forms.

B. The Council agrees to make payment for contracted activities within 30 days of receiving the request. Payments at the end of each month will be made on the first Council working day of the following month.

The Subrecipient agrees to submit billings for payment no later than the dates prescribed in the Council's Schedule of Cash Invoices.

C. As consideration for services, as described in the SPECIFIC PROVISIONS of this Agreement and in accordance with the BUDGET PROVISIONS of this Agreement, the Council agrees to pay the Subrecipient a sum not to exceed the available funds as budgeted in BUDGET PROVISIONS. This total available sum shall be available during the Agreement period only and shall be used to provide services as described in the SPECIFIC PROVISIONS. Payment shall be based on Subrecipient's monthly claims for payment as reported on the billing invoice and shall be contingent upon the receipt of all required financial and program reports by the respectively assigned due dates.

The Subrecipient shall be reimbursed costs based on an approved Indirect Cost Rate and Cost Allocation Plan. An approved Indirect Cost Rate and Cost Allocation Plan is one that has been officially negotiated and accepted by the Council.

The Council shall not be held responsible for any financial loss suffered by the Subrecipient as a result of the performance of services as outlined in this Agreement in the mutually agreed budget, service delivery standards, units of service, and payment standards.

III. EXPENDITURE REQUIREMENTS:

The Subrecipient will track and report accrued expenditures to ensure that expenditures are timely and are not subject to rescission due to under-expenditures. Quarterly program expenditures must not be less than 85% cumulative of the Monthly Accrued Cost Projection and 90% cumulative through the last quarter of the Monthly Accrued Cost Projection.

IV. REDUCTIONS IN FUNDING:

A. In the event that funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the Council will summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced, or limited is so great that the Council deems that the continuation of the program covered by this Agreement is no longer in the best interest of the Council, the Council may summarily terminate this

Agreement in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

B. The Council agrees to promptly notify the Subrecipient of any proposed reduction in funding by State, Federal, or other officials. The Subrecipient agrees that upon receipt of such notice it shall take appropriate and reasonable action to reduce its spending in the affected funding area so that costs do not exceed the funding level which would result if said proposed reduction became effective.

SPECIFIC PROVISIONS

The Subrecipient agrees to comply with the following provisions that describe program operations.

I. ROLE OF THE ONE-STOP OPERATOR

Pursuant to USDOL TEGL No. 15-16, the basic role of a one-stop operator is to coordinate the service delivery of participating one-stop partners and service providers. The one-stop operator **may not** perform the following functions: convene system stakeholders to assist in the development of the local plan; prepare and submit local plans (as required under WIOA sec. 107); be responsible for oversight of itself; manage or significantly participate in the competitive selection process for one-stop operators; select or terminate one-stop operators, career service providers, and youth providers; negotiate local performance accountability measures; or develop and submit budgets for activities of the Local Workforce Development Board in the Local Area; and pursuant to this agreement shall not provide career services as described in Public Law 113–128 134(c)(2).

II. AREA TO BE SERVED

The Subrecipient will assure that contracted activities are for the one-stop delivery system under the Workforce Innovation and Opportunity Act (WIOA) for the South Central Workforce Area, comprised of Kittitas, Klickitat, Skamania and Yakima Counties.

III. ORGANIZATIONAL STRUCTURE

The Subrecipient is a private for profit. Overall management is provided by the Chief Executive Officer/owner.

IV. TERM OF THE AGREEMENT:

The Agreement will extend from July 1, 2022 through June 30, 2023. For the purpose of this subpart, the quarter shall be defined as follows:

First Quarter:	July 1, 2022 – September 30, 2022
Second Quarter:	October 1, 2022 – December 31, 2022
Third Quarter:	January 1, 2023 – March 31, 2023

Fourth Quarter: April 1, 2023 – June 30, 2023

V. STATEMENT OF WORK:

A. The South Central Workforce Development Area encompasses the Kittitas, Klickitat, Skamania, and Yakima Counties of Washington State. The Workforce Innovation and Opportunity Act (WIOA) legislation places emphasis on innovative quality improvements and strengthening services through the alignment of partner programs.

B. Following is a list of proposed activities to be performed by the Subrecipient on behalf of the Council:
   1. Assist the Council in WorkSource customer flow and front-end Integrated Service Delivery (ISD).
   2. Maintain a WorkSource presence on a regular/periodic basis within each WorkSource center throughout the local area.
   3. Assist the Council in developing processes, procedures, and protocols for service delivery of the one-stop centers to ensure the highest level of customer service and program integration that may include:
      a. Physical accessibility of centers for an optimum customer-friendly flow; and provides optimum customer experience.
      b. Assess and provide recommendations for facility layout and access to resource materials including partner training and job information, labor market information, and resource computers.
      c. Assist center leadership and staff in implementing service standards that are friendly, timely, and address the customer's individual needs.
   4. Meet with system partners and board staff to identify center local standards and federal/state requirements; and carry out activities related to:
      a. Signage and proper WorkSource branding.
      b. Facilitate staff core understanding of WorkSource (one-stop requirements) through meetings, guidance, and training.
      c. Assist center staff in the development of basic knowledge of partner programs including eligibility and application processes; and appropriate customer referral information and preparedness for appointments.
      d. A mechanism is in place for improving customer satisfaction through feedback that is used consistently to improve the customer experience.
   5. Coordinate service delivery of the Integrated Service Delivery (ISD) Basic and Individualized Services with the WorkSource Functional Supervisor Team.
   6. Work with the SCWDC staff and Integrated Service Delivery (ISD) work group to provide meaningful services to the public at WorkSource Centers.
   7. Coordinate with the Council Equal Opportunity staff to ensure that all centers are in compliance with section 188 of the Act through monitoring and on-site evaluation of Council approved full, affiliate and connection sites.
   8. Provide technical assistance to one-stop partners to facilitate the understanding of the local Memorandum of Understanding (MOU) and how it pertains to the provision of Career Services; and serve as the intermediary of the Council to mitigate issues or

concerns.

9. Work with partners and Council staff to develop local system policy for compliance with federal and state rules and regulations, and system and center improvements.
10. Assist the SCWDC staff in developing processes, procedures, and protocols for WorkSource Centers.
11. Update the SCWDC WorkSource Certification process to reflect the hybrid service delivery model of virtual and in-person customers.
12. Carry out-out on-site assessments of all physical Council designated centers (Union Gap Career Development Center; Sunnyside, Ellensburg, Goldendale, and White Salmon Affiliates; and Toppenish and Stevenson Connection Sites); and any future sites designated by Council as described in item 1. above. Visitations will include direct interviews with staff and may include information collected through customer interviews or focus groups.
13. Provide technical assistance to sites where deficiencies are identified or needs are required for the center to meet the standards set by one-stop partners and approved by the board.
14. Conduct training for one-stop center staff to include but not be limited to customer service and Integrated Service Delivery (ISD).
15. Identify and inform partners of training opportunities that will benefit staff, including those made available by the state or other training providers that would benefit the area and the Council/partners are willing to sponsor.
16. Attend one-stop center meetings, ISD meetings, Job Fairs, Business Solutions, and other meetings as deemed necessary.
17. Provide system-wide workforce development training as needed and appropriate.
18. Provide written and oral progress reports as necessary at the request of the Council.
19. Quarterly reports are due within 30 days of the end of the current quarter.
    a. Report for July 1, 2022, through September 30, 2022, due by October 31, 2022
    b. Report for October 1, 2022, through December 31, 2022, due by January 31, 2023
    c. Report for January 1, 2023, through March 31, 2023, due by April 30, 2023
    d. Report for April 1, 2023, through June 30, 2023, due by July 31, 2023
20. Attend state and national conferences as deemed necessary.
21. Subrecipient may perform other duties to assist the development of the local one-stop and workforce development system as agreed upon by the Subrecipient and the Council.

BUDGET PROVISIONS

I. BUDGET SUMMARY:

A. The Subrecipient may make changes to the proposed budget, without a formal modification and without securing prior approval of Council under the following conditions:
   1. The revision must not result in the need for additional funding or alter the scope of work and timetable.
   2. The revision must not be prohibited by applicable federal or state statutes or regulations.

3. The percent of profit does not change from the original proposal submission.
4. The billing rate shall not exceed the specified amount listed on the proposal. See II. BUDGET DETAIL below.
5. Funding between the line items provided in the budget summary can be increased or decreased by the Subrecipient. New or additional line items or categories not currently listed in the budget must have written prior approved by the Council to be added. Approved line items are listed below:
   a. Staff Wages
   b. Staff Fringe
   c. Staff Travel
   d. Communications
   e. Supplies
   f. Training/Workshops
   g. Other (profit 4%)

II. BUDGET DETAIL

BUDGET SUMMARY

A. Agency-Staff:	Kittitas	Klickitat/Skamania	Yakima	Total
Project Staff Wages	$ 6,664.00	$ 5,712.00	$ 11,424.00	$ 23,800.00
Project Staff Fringe	$ 1,356.00	$ 1,163.00	$ 2,326.00	$ 4,845.00
Staff Travel	$ 363.78	$ 311.80	$ 623.62	$ 1,299.20
B. Other:				
Communications	$ 140.80	$ 120.00	$ 240.00	$ 500.80
Training (includes fees, lodging, per diem)	$ 1,680.00	1440	$ 2,880.00	$ 6,000.00
Supplies	$ 136.00	$ 116.00	$ 233.00	$ 485.00
Other: Profit	$ 448.00	$ 384.00	$ 768.00	$ 1,600.00
Insurance and Bonds	$ 411.60	$ 352.80	$ 705.60	$ 1,470.00
TOTALS	**$ 11,200.18**	**$ 9,599.60**	**$ 19,200.22**	**$ 40,000.00**

BUDGET DETAILS

Travel A. Activities	B. Mileage Rate	C. # of Miles	Total
Partner meetings in Klickitat/Skamania Counties	$ 0.56	310	$ 173.60
Partner meetings in Kittitas County	$ 0.56	310	$ 173.60
Partner meetings at Toppenish/Sunnyside locations	$ 0.56	600	$ 336.00
Other One-Stop site visitations	$ 0.56	500	$ 280.00
State Conference in Seattle/Misc.	$ 0.56	600	$ 336.00
		TOTAL Travel Costs	$ 1,299.20

BUDGET DETAILS

Hourly Rates

A. Activities	B. Preparation Hours			C. Professional Hours on site			Total
	Hourly Wage	# of Hours	Cost	Hourly Wage	# of Hours	Cost	
Four site visits to Klickitat/Skamania Counties	$ 85.00	16	$ 1,360.00	$ 85.00	35	$ 2,975.00	$ 4,335.00
Four site visits to Kittitas County	$ 85.00	16	$ 1,360.00	$ 85.00	19	$ 1,615.00	$ 2,975.00
Four site visits to Toppenish/Sunnyside locations	$ 85.00	16	$ 1,360.00	$ 85.00	19	$ 1,615.00	$ 2,975.00
WDC Board and Committee Meetings	$ 85.00	0	$ -	$ 85.00	185	$ 15,725.00	$ 15,725.00
State Conference in Seattle/Misc.	$ 85.00	16	$ 1,360.00	$ 85.00	15	$ 1,275.00	$ 2,635.00
					TOTAL Hourly Rate Costs		$ 28,645.00

NOTE: Travel Activities' rates/per diem will be subject to Federal travel and per diem rates.