

**SOUTH CENTRAL WORKFORCE COUNCIL
CONTRACT**

Contract Number
PY23-SCW-OSO-BPS

Period of Contract
July 1, 2023 – June 30, 2024

ALN Name and Number WIOA Adult Program 17.258	ALN Name and Number WIOA Dislocated Worker Program 17.278	ALN Name and Number WIOA Youth Program 17.259
Federal Award Dates 04/01/22 04/01/23	FAIN # PY22/FY23 AA385622255A53 PY23/FY24 A55AY000017	UEI # NY8SBKEVP5S4

THIS CONTRACT is effective **July 1, 2023**, by and between the South Central Workforce, hereinafter denominated the "SCW", 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 South Central Workforce. These funds are not R&D.

This Contract 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 Assistance Listing Numbers (ALN) No.17.258, 17.278, 17.259 in accordance with the terms and conditions set forth in the following provisions. Pursuant to this contract 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 contracts shall apply.

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The South Central Workforce’s total amount of PY23/FY24 federal award can be found at <https://wpc.wa.gov/grants/WIOA>.

TOTAL OBLIGATION	\$40,000
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SIGNATURES

BALDOZ PROFESSIONAL
SERVICES



Authorized Signature

Patrick Baldoz, Owner
(Typed) Name and Title

8/8/23

Date

SOUTH CENTRAL WORKFORCE
COUNCIL



Authorized Signature

Amy Martinez, CEO
(Typed) Name and Title

8/8/23

Date

Date adopted by the South Central Workforce Development Council: July 11, 2023

This Contract (hereinafter also referred to as "Contract") serves as the grant subaward document between the South Central Workforce, hereinafter called "SCW", and Baldoz Professional Services, hereinafter called "Subrecipient." SCW and the Subrecipient may also be individually referred to as Party, or jointly referred to as Parties.

The Parties hereby mutually agree as follows:

INTRODUCTION:

1. BACKGROUND AND PURPOSE

The South Central Workforce, on behalf of Washington State's Employment Security Department, is a Grantee under the federal WIOA. SCW is issuing a subaward to the subrecipient to perform the functions and deliverables as set forth in the Notice of Award. This Contract serves as the document establishing the subaward requirements.

This Contract aims to establish the terms and conditions under which the subrecipient will receive the subaward and perform the required duties per the performance requirements set forth in WIOA.

2. AUTHORIZATION

This Contract is authorized under 2 CFR §200.331 and WIOA Sec. 107.

TERMS AND CONDITIONS:

3. CONTRACT TERM

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

4. SUBGRANT COMPLIANCE

All rights and obligations of the parties to this Contract are subject to and governed by the Federal Award Terms WIOA Programs Adult/Dislocated Worker/Youth – PY2023/FY2024, incorporated herein by reference and available at the following link: <https://wpc.wa.gov/grants/WIOA>. The Subrecipient's execution of this Contract establishes and confirms that the Subrecipient has fully read, understands, and is able to comply with all terms, and conditions, therein, and that no actions or omissions by the Subrecipient would constitute a breach of these terms for itself or for SCW.

5. SUBRECIPIENT ACTIVITIES

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

6. FUNDING AND COMPENSATION

All funding under this Contract is subject to the availability of funds to the State. The Subrecipient further understands and acknowledges that all funds reimbursable to the Subrecipient under this Contract will not be available at the start of the term of this Contract. Funds will be released at different times during the term of this Contract. The PY23/FY24 Notice of Fund Availability (NFA), incorporated by this reference and available online at <https://wpc.wa.gov/grants/WIOA>, will be published after the receipt of the Department of Labor Notice of Obligation by the Employment Security Department (ESD).

The NFA establishes the maximum amount reimbursable to the subrecipient under the terms and conditions set forth in this Contract. The NFA will specify what funds are available at the time the NFA is sent. Should the Subrecipient incur costs prior to issuance of the NFA, it does so at its own risk.

Total Amount: The projected amount of compensation for completion of all services and requirements contained in this Sub-Award Contract (including costs), is **\$40,000**.

Funding Allocation: The allocation of the compensation for this Contract is set out on the Budget Planning Forms, Exhibit C.

Monitoring: SCW will monitor Subrecipient's activities to ensure proper use of federal funds. All fund use must comply with WIOA.

7. TRAVEL

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

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

8. FORMULA CASH DRAW BILLING PROCEDURE

In order to receive reimbursement, the Subrecipient must submit invoices for services performed under this Contract accompanied by backup accounting documentation. Invoices must be submitted as prescribed in SCW's Schedule of Cash Requests.

Invoices shall be submitted to Patricia.Padilla@scworkforce.org.

All other correspondence should be sent to Tim.Hoerner@scworkforce.org.

Upon expiration/completion or termination in whole or in part, of this Contract, the following conditions shall apply:

- a. SCW shall, upon submittal of a final invoice, pay to the Subrecipient all allowable and reimbursable costs not covered by previous payments, subject only to the right reserved to the parties in the event of a dispute as provided in the DISPUTES section of this Contract.
- b. The Subrecipient shall pay to SCW any monies received from SCW 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 Contract.
- c. In the event SCW 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.
- d. The Subrecipient shall submit all required financial and performance reports within thirty (30) days of closeout.

9. REPORTING

The Subrecipient shall provide the SCW Chief Executive Officer Quarterly Narrative status reports on all Contract activities, as well as the related budgets, and expenditures. Reports shall be provided using a format agreed upon by the Subrecipient and SCW.

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

- Progress on local strategic initiatives.
- Significant developments and achievements.
- Implementation of best practices; and
- Requests for information, guidance, or technical assistance from SCW.

Quarterly reports are due no later than thirty (30) days following the end of a quarter. Quarters end on March 31, June 30, September 30, and December 31.

Submission of Quarterly Reports

Quarterly reports must be submitted to Amy.Martinez@scworkforce.org.

10. INSURANCE

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

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

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

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

11. TERMINATION AND SUSPENSION

Non-compliance

- a. **Termination or Suspension for Cause:** In the event SCW determines the Subrecipient has failed to comply with the conditions of this Contract in a timely manner, SCW has the right to suspend or terminate this Contract. SCW may terminate immediately or, at its sole discretion, SCW may notify the Subrecipient in writing of the need to take corrective action and allow the Subrecipient time to cure its breach. Additionally, if SCW deems it necessary, it may immediately suspend this Contract while it investigates the nature of a breach, and/or while it allows the Subrecipient to complete its cure process.

If SCW elects to utilize an immediate termination, it must be able to demonstrate how continuation of the Contract may cause immediate harm to SCW, ESD, the State of Washington, or its residents, or that it causes an ongoing breach to SCW grant award.

- b. **Termination for Convenience:** Either party, upon providing written notice to the other, may terminate or suspend this Contract, in whole or in part for convenience. Parties shall continue to provide services under this Contract until the actual termination or suspension date. Advance notice for the termination is minimally twenty days for SCW to notify Subrecipient. The Subrecipient has no prescribed pre-notice requirement but must set forth the reasoning for the termination and must specify the actual date of termination. Payment will only be issued for services rendered or expenses incurred prior to the effective date of termination.

Administrative Terminations: Each of the below are available to SCW.

- a. **Termination for Funding Reasons:** SCW may terminate or suspend this Contract in the event that funding from federal, state, or other sources becomes no longer available to SCW or is no longer allocated for the purpose of meeting SCW's obligation hereunder. In the event funding is limited in any way, this Contract is subject to re-negotiation under any new funding limitations and conditions.
- b. **Termination for Withdrawal of Authority:** In the event that SCW's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract, SCW may terminate this Contract by seven (7) calendar days or other appropriate time period by written notice to the Subrecipient. If the authority is withdrawn before SCW can provide a full seven-day notice, SCW will only be required to give the amount of notice available. No penalty

shall accrue to SCW in the event this Section is exercised.

12. ACCESS AND MONITORING

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

a. Audits

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

The Subrecipient and its secondary subrecipients shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200.

If the Subrecipient expends \$750,000 or more of federal award money during the Subrecipient's fiscal year, the Subrecipient must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

b. Records Storage

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

13. AMENDMENTS

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

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

14. COMPLIANCE WITH APPLICABLE LAW

The Subrecipient must comply with all applicable federal, state, and local laws and regulations, including but not limited to, any specific laws, codes, or acts.

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

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

15. CONSULTANTS

For the purposes of this subaward, fees paid to a consultant who provides services under a program shall not exceed the per day maximum as specified in the US DOL/ETA Notice of Award "Federal Award Terms" for WIOA Program (Adult/DW/Youth), without prior approval from the SCW Program Director.

16. CONTRACT MANAGEMENT

SCW's Program Director and Subrecipient's Owner are the designated persons for the general management of this Contract, including receiving all communications and notices related to the Contract. All correspondence and notices from either party will be deemed as being properly sent to the other party if made by emailing said written communication to the other party's contract managers.

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

17. DISPUTES

Any dispute arising under this Contract, including a disputed complaint or grievance resolution, shall, unless otherwise provided in this Contract, be submitted in writing to SCW for settlement under the SCW's Dispute Resolution Policy.

18. ELECTRONIC SIGNATURES, COUNTERPARTS, AND DELIVERY

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

19. GOVERNANCE

This Contract shall be construed and interpreted in accordance with the laws of WIOA, and further under the laws of the State of Washington. The venue for any legal dispute hereunder will be the Superior Court for Yakima County.

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

- a. WIOA (Pub. L. 113-128), other applicable Federal statutes, and implementing regulations.
- b. OMB Guidance, including the Uniform Guidance at 2 CFR 200 and 2900;
- c. USDOL-ETA Directives.
- d. Federal Award Terms WIOA Programs Adult/Dislocated Worker/Youth -- PY2023/FY2024
- e. Workforce system policies and guidance promulgated by ESD.
- f. WIOA Supplemental Terms and Conditions contained in Exhibit A.
- g. Terms and Conditions as contained in the body of this Contract.
- h. The Budget Planning Forms is attached hereto as Exhibit C.
- i. SCW's Administrative Bulletins.
- j. Any other provisions of this Contract whether incorporated by reference or otherwise.

20. INDEMNIFICATION

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

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

21. INDEPENDENT CAPACITY

The parties maintain an independent Subrecipient relationship under this Contract. The Subrecipient and its employees or agents performing under this Contract are not employees or agents of SCW. The Subrecipient may not hold itself out as, nor claim to be, an officer or employee of SCW, ESD, or the State of Washington by reason of this Contract, nor may the Subrecipient make any claim of right, privilege, or benefit which would accrue to an employee of SCW and the State of Washington by reason of this Contract.

22. SEVERABILITY

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

23. SURVIVORSHIP

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

24. USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

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

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

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

25. WAIVER

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

Exhibit A

WIOA SUPPLEMENTAL TERMS AND CONDITIONS

1. ASSURANCES AGAINST DISCRIMINATION

The Subrecipient shall comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance for the duration of the Contract:

- a. Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity.
- b. Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the bases of race, color, and national origin.
- c. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against qualified individuals with disabilities.
- d. The Age Discrimination Act of 1975, as amended, prohibits discrimination on the basis of age.
- e. Title IX of the Education Amendments of 1972, as amended, prohibits discrimination on the basis of sex in educational programs.

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

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

2. CONFLICT OF INTEREST

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. The Subrecipient's actions under this Contract will be undertaken in an impartial manner, free from personal, financial, or political gain. The Subrecipient, its executive staff, and employees, in fulfilling this Contract, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

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

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

The Subrecipient cannot be involved with decision-making if there is a direct financial benefit to themselves or their immediate family. Membership on boards, committees, councils, or commissions does not by itself violate these conflict of interest provisions. The Subrecipient must abide by WIOA Title I Policy 5405.

3. FUNDING

- a. **Funding Provided** Funding made available through this Contract is limited to the funding expressly provided by this Contract. The Subrecipient will use the funding provided in this Contract only on allowable costs. SCW will honor all allowable costs submitted within the funding period if funding is available.
- b. **Profit:** Any profit generated by funds made available under this Contract must be used or

returned to SCW in accordance with WIOA Title I Policy #5220.

- c. **Indirect Cost Rate:** Subrecipient shall not spend funding obtained either through this Contract or any other WIOA Grant or Contract on indirect or administrative costs in excess of their Negotiated Indirect Cost Rate.
- d. **Repayment of Disallowed Costs:** The Subrecipient may be required to repay SCW for any costs that are determined by SCW to be a disallowable cost. This includes any costs for which non-WIOA funds have been received or will be received as payment for the same.
- e. **Alternative Funding:** The Subrecipient must notify SCW if it receives funding from other sources that relate to the funding provided herein. The Subrecipient must coordinate activities to avoid any duplication of funding.

4. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise provided, all Materials produced under this Contract shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by SCW. SCW 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, the Subrecipient hereby irrevocably assigns all rights, titles, and interests in the Materials, including all intellectual property rights, to SCW effective from the moment of creation of such Materials. This includes the right to copyright, patent, register, and the ability to transfer these rights.

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

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

5. DEBARMENT AND SUSPENSION

The Subrecipient’s execution of this Contract verifies that the Subrecipient has not been debarred or suspended from participation in Federal Assistance Programs under Executive Order 12549 "Debarment and Suspension" codified at 29 CFR part 98.

The Subrecipient has an ongoing affirmative duty to report to SCW if it ever falls out of compliance with Executive Order 12549 "Debarment and Suspension" codified at 29 CFR part 98.

The Subrecipient may not subcontract with any entities that violate this provision.

6. CONFERENCES AND MEETINGS

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. The Subrecipient must use discretion and judgment to ensure that all conference costs charged under this Contract are allowable and comply with the requirements in 2. CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

b. Executive Branch Meetings

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

this Contract may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M12-12 Date May 11, 2012. (P.L 113-6, 3003(c)(d)(e)).

7. SUBRECIPIENT STAFFING AND WORKPLACE

a. Drug-Free Workplace

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

b. Subrecipient Salary and Bonus Limitations

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

c. Taxes

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

d. Motor Vehicle Safety Policies

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

e. Wages and Hours

Any wages paid by the Subrecipient using funds from this Contract must be reasonable, necessary, and allocable for performance of this Contract, and not in excess of the usual and accustomed wages for individuals with similar qualifications. Wages must also comply with the Washington State Minimum Wage Act, RCW § 49.46.

No funds obtained through this Contract may be used to pay the wages of incumbent employees during their participation in economic development activities provided through the statewide workforce delivery system.

f. Health Benefits Coverage

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

8. INTERNAL CONTROLS

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

These internal controls must include assurance that the Subrecipient is:

- a. Managing funds under this Contract in compliance with federal statutes, regulations, and the terms of this Contract.
- b. Complying with federal statutes, regulations, and the terms and conditions of the federal award.

- c. Evaluating and monitoring subrecipients' compliance with applicable laws and terms of this Contract.
- d. Taking prompt action when instances of noncompliance are identified.

9. LOBBYING

a. Restrictions on Lobbying

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

b. Certification

The Subrecipient, upon execution of this Contract, certifies that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

c. Publicity

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

10. FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT

SCW is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) for purposes of this Contract. The Subrecipient shall comply with all requirements of the FFATA and shall provide SCW with all requested information, and the execution of all necessary documents, for compliance with this Act.

11. WHISTLEBLOWER PROTECTION

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

12. NONDISCRIMINATION

Notwithstanding any other restrictions on discrimination contained in this Contract, and in addition, thereto, the Subrecipient shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990, Section 188 of WIOA and any DOL regulations relating to Section 188.

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

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

activity.

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

a. Discrimination

No individual in the United States may, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or for beneficiaries on the basis of citizenship status or participation in any WIOA Title I-financially assisted program or activity; be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.

b. Notification

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

Subrecipient shall include the following Equal Opportunity tagline in recruitment brochures and other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe WIOA Title I financially assisted programs or activities or the requirements for participation by recipients and participants.

"The Subrecipient is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities."

Where such materials indicate that the recipient may be reached by voice telephone, the materials must also prominently provide the relay number: Washington Relay Service 711.

c. Reporting

The Subrecipient shall promptly notify the State-Level EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in a WIOA Title I-financially assisted program or activity. The State-Level EO Officer will notify the Commissioner of ESD and the Civil Rights Center (CRC).

13. PURCHASING AND CONTRACTING REQUIREMENTS

a. Buy American Act

Purchases made under this Contract using funds made available under WIOA or the Wagner-Peyser Act (29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8305 of title 41, United States Code (commonly known as the "Buy America Act"). Any person whom a court or Federal Agency has determined in a final judgment of selling or shipping any good with a false label of being a product made in America shall be ineligible to receive any Contract or subcontract with funds made available under this Contract.

b. Prohibition on Contracting with Corporations with Felony Criminal Convictions

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

c. **Prohibition on Contracting with Corporations with Unpaid Tax Liabilities**

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

d. **Prohibition on Contracting with Inverted Domestic Corporations**

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

e. **Oversight**

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

Equipment and Supplies

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

g. **Equipment Management**

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

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

h. **Supplies**

Title to Supplies acquired with funding provided under this Contract shall vest with the Subrecipient at acquisition. A residual inventory of unused supplies exceeding \$5,000 in value at the time of completion of this Contract must be used by the Subrecipient on other federal projects or sold. As long as the DOL retains an interest in the supplies, they must not be used to provide services for a fee that is less than private companies charge for equivalent services.

14. VETERANS PRIORITY

The Jobs for Veterans Act (Public Law 107-288) requires the 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. In circumstances where a recipient of the grant money must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veteran's priority of service provisions requires that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements.

Subrecipient must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available:

http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

15. VIOLATION OF THE PRIVACY ACT

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

16. USE OF STATE RESOURCES

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

17. WIOA FISCAL LEAD RESPONSIBILITIES

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

Specifically, the FL is responsible for the following:

- a. Charging to the Contract only expenses that are **allowable, allocable, necessary, and reasonable** (per 2 CFR 200) to WIOA and the Contract's Statement of Work.
- b. Prevent over-expenditure and promptly identify alternate funds in the event of excess expenditures.
- c. Ensuring that goods and services are received during the period of the Contract.
- d. Certifying that expenditures made for personnel are in **direct proportion to the time and effort expended** on WIOA and Statement of Work activities.
- e. Subrecipient shall submit to SCW a written request for modification 45 days prior to the contract end date when:
 - i. The proposed revision would change the scope or objectives of any contracted service;
 - ii. The Subrecipient desires to transfer funds between budget categories that will result in a 10% change in either category.
 - iii. 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.
- f. Obtaining prior written approval from SCW for changes to the Contract budget or planned expenditures.
- g. Reviewing and reconciling expenditures and transactions with the Contract budget on at least a monthly basis.
- h. For Subrecipients charging indirect costs to the Contract, complying with Uniform Guidance indirect cost definitions and requirements which will include applying either an indirect cost rate

approved by the Subrecipient's cognizant agency, a de minimis indirect rate (10%) established with SCW via the Contract budget or negotiated Cost Allocation Plan with SCW.

- i. Ensuring the FL's financial management system of record and control environment provides for the:
 - i. Identification, in its accounts, of each and all federal funds received and expended by program and cost objective.
 - ii. Accurate, current, and complete disclosure of the financial results of each and all federal awards or programs in accordance with the requirements set forth in 2 CFR 200.328 Financial reporting and 200.329 Monitoring and reporting program performance.
 - iii. Identification and source documentation of each and all federal fund source(s), authorizations, obligations, unobligated balances, assets, expenditures, income, and interest.
 - iv. Effective internal control(s) over, and accountability for, all funds, property, and other assets including, but not limited to, the safeguarding of all assets and assure that they are used solely for authorized purposes (per 2 CFR 200.303).
 - v. Comparisons of expenditures with budget amounts for each and all federal awards.
 - vi. Written procedures to implement the requirements of 2 CFR 200.305.
 - vii. Written procedures for determining the allowability of costs in accordance with 2 CFR 200 Subpart E - Cost Principles of this part and the terms and conditions of the Federal award.

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

Exhibit B

STATEMENT OF WORK

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

1. 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 Contract shall not provide career services as described in Public Law 113-128 134(c)(2).

2. AREA TO BE SERVED

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

3. ORGANIZATIONAL STRUCTURE

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

4. STATEMENT OF WORK:

- a. 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 SCW:
 - i. Assist SCW in WorkSource customer flow and front-end Integrated Service Delivery (ISD).
 - ii. Maintain a WorkSource presence on a regular/periodic basis within each WorkSource center throughout the local area.
 - iii. Assist SCW 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:
 - 1) Physical accessibility of centers for an optimum customer-friendly flow; and provides optimum customer experience.
 - 2) Assess and provide recommendations for facility layout and access to resource materials including partner training and job information, labor market information, and resource computers.
 - 3) Assist center leadership and staff in implementing service standards that are friendly, timely, and address the customer's individual needs.
 - iv. Meet with system partners and board staff to identify center local standards and federal/state requirements, and carry out activities related to:
 - 1) Signage and proper WorkSource branding.
 - 2) Facilitate staff core understanding of WorkSource (one-stop requirements) through meetings, guidance, and training.
 - 3) 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.
 - 4) A mechanism is in place for improving customer satisfaction through feedback that is used consistently to improve the customer experience.
 - v. Coordinate service delivery of the ISD Basic and Individualized Services with the WorkSource Functional Supervisor Team.
 - vi. Work with the SCW staff and ISD work groups to provide meaningful services to the public at WorkSource Centers.
 - vii. Coordinate with SCW's Equal Opportunity staff to ensure that all centers are in compliance with section 188 of the Act through monitoring and on-site evaluation of SCW-approved full, affiliate, and connection sites.
 - viii. 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 SCW to mitigate issues or concerns.
 - ix. Work with partners and SCW staff to develop local system policy for compliance with federal and state rules and regulations, and system and center improvements.
 - x. Assist SCW staff in developing processes, procedures, and protocols for WorkSource Centers.
 - xi. Update the SCW WorkSource Certification process to reflect the hybrid service delivery model of virtual and in-person customers.
 - xii. Carry out on-site assessments of all physical SCW-designated centers (Union Gap Full Career Center; Sunnyside, Ellensburg, Goldendale, and White Salmon Affiliates; and Stevenson and Valley Mall Connection Site); and any future sites designated by SCW as described in item 1. above. Visitations will include direct interviews with staff and may include information collected through customer interviews or focus groups.
 - xiii. 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.

- xiv. Conduct training for one-stop center staff to include but not be limited to customer service and ISD.
- xv. 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 SCW/partners are willing to sponsor.
- xvi. Attend one-stop center meetings, ISD meetings, Job Fairs, Business Solutions, and other meetings as deemed necessary.
- xvii. Provide system-wide workforce development training as needed and appropriate.
- xviii. Provide written and oral progress reports as necessary at the request of SCW.
- xix. Attend state and national conferences as deemed necessary.
- xx. 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 SCW.

Exhibit C
BUDGET PLANNING FORMS

BUDGET SUMMARY

A. Agency-Staff:	Total
Project Staff Wages	\$ 23,800.00
Project Staff Fringe	\$ 4,845.00
Staff Travel	\$ 1,299.20
B. Other:	
Communications	\$ 500.80
Training (includes fees, lodging, per diem)	\$ 6,000.00
Supplies	\$ 485.00
Other: Profit	\$ 1,600.00
Insurance and Bonds	\$ 1,470.00
TOTALS	\$ 40,000.00

BUDGET DETAILS

Travel			
A. Activities	B.	C.	Total
	Mileage Rate	# of Miles	
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.

