

# CONTRACTOR/SUBRECIPIENT COVER PAGE



**CONTRACT TYPE:**  CONTRACTOR  SUBRECIPIENT **FUND SOURCE:**  FEDERAL  STATE  CITY  COUNTY  PRIVATE

**Contract #:** 23-119-OPR **Award Amount:** \$533,082 **Contractor/Subrecipient Name:** Career Path Services Employment & Training

**Workforce Development Council of Seattle – King County**  
WDC Project Contact Information

Name:	Shelan Aldridge	Phone:	206-448-0474
Email:	saldridge@seakingwdc.org		

**WDC Fiscal Contact Information**  
 Laura Kapuscinski, Budget Manager | [lkapuscinski@seakingwdc.org](mailto:lkapuscinski@seakingwdc.org)  
 Tracey Patrick, Accountant | [tpatrick@seakingwdc.org](mailto:tpatrick@seakingwdc.org)  
 2003 Western Ave., Ste. 250  
 Seattle, Washington 98121-2162

Contractor/Subrecipient Address:	816 W Francis #1028, Spokane, WA 99205
D/B/A:	Career Path Services
DUNS # UEI:	DUNS: 167371418 UEI: KHEJK7NUW388
FEIN:	91-1032846
Primary Contact Name:	Andy Dwonch
Phone:	(509)592-1861
Email:	<a href="mailto:adwonch@careerpathservices.org">adwonch@careerpathservices.org</a>
Primary Site of Performance:	Comprehensive & Affiliate Sites in King County

### CONTRACT AWARD INFORMATION

<b>CONTRACT AWARD AMOUNT:</b> \$533,082	<b>CFDA # &amp; Title (if applicable)</b> 17.258 WIOA ADU, 17.278 WIOA DWK	<b>CONTRACT: START/END DATE:</b> 07/01/2023-06/30/2024
<b>SUBAWARD DATES OF PERFORMANCE:</b> 07/01/2023-06/30/2024	<b>SUBAWARD BUDGET PERIOD START AND END DATES:</b> 07/01/2023-06/30/2024	

Up to De Minimis Indirect Cost Rate  Federal Indirect Cost Rate: \_\_%  Negotiated Rate: 12%  N/A – No Indirect Taken

### BRIEF PROJECT DESCRIPTION

One-Stop Operator for the Workforce System in Seattle-King County

### STATEMENT OF AGREEMENT

IN WITNESS WHEREOF, The Workforce Development Council of Seattle-King County and the Contractor/Subrecipient acknowledge and accept the terms of this contract and attachments hereto and have executed this contract as of the date and year written below. The contract agreement may include, Special Terms and Conditions, General Terms and Conditions, Statement of Work and Budget govern the rights and obligations of both parties to this contract. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of State and Federal law and regulations, (b) Specific Terms and Conditions, (c) other attachments incorporated by reference, (d) other documents incorporated by reference, and (e) Basic Terms and Conditions.

<input type="checkbox"/> 'Statement of Work,' Exhibit A	<input type="checkbox"/> 'Certification Regarding Lobbying,' Exhibit E
<input type="checkbox"/> 'Budget Summary and Detail,' Exhibit B	<input type="checkbox"/> 'Certification Regarding Debarment Certification,' Exhibit F
<input type="checkbox"/> 'General Terms and Conditions,' Exhibit C	<input type="checkbox"/> 'Signature Authorization Form,' Exhibit G
<input type="checkbox"/> 'Equal Opportunity,' Exhibit D	<input type="checkbox"/> 'Special Conditions, if any,' Exhibit H

### FEDERAL AWARD INFORMATION (This section is only applicable only to Federally funded, Subrecipient type subawards)

<b>FEDERAL AWARD AGENCY:</b> DOL	<b>FEDERAL AWARD DATE:</b> 6/14/2022	<b>R &amp; D:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A
<b>FAIN (FEDERAL AWARD ID NUMBER):</b> AA-38562-22-55-A-53	<b>TOTAL AMOUNT OF FEDERAL AWARD COMMITTED TO SUBRECIPIENT:</b> \$533,082	
<b>TOTAL AMOUNT OF ALL FEDERAL FUNDS OBLIGATED TO SUBRECIPIENT:</b> \$533,082	<b>AMOUNT OF FEDERAL FUNDS OBLIGATED TO SUBRECIPIENT BY THIS ACTION:</b>	\$533,082

THE CONTRACTOR/SUBRECIPIENT AND THE WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE – KING COUNTY HEREIN AND AFTER REFERRED TO AS "WDC" ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW.

**Workforce Development Council of Seattle – King County**  
  
 Marie Kurose, Chief Executive Director (or Designee)  
 Jun 30, 2023  
 Date

**FOR THE CONTRACTOR/SUBRECIPIENT:**  
  
[Cami Eakins \(Jun 29, 2023 16:25 PDT\)](#)  
 Authorized Signature  
 Cami Eakins  
 Jun 29, 2023  
 Printed Name and Title Date

# SCOPE OF SERVICE

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The CONTRACTOR shall provide services and comply with the requirements set forth in this contract and in the following attached exhibits, which are incorporated herein by reference, or as may be formally amended or modified in writing by signature of the Parties to this contract:

Exhibit A – Statement of Work

Exhibit B – Budget Summary and Detail

Exhibit C – General Terms and Conditions

Exhibit D – Equal Opportunity

Exhibit E – Certification Regarding Lobbying

Exhibit F – Certification Regarding Debarment and Suspension

Exhibit G – Signature Authorization Form

Exhibit H – Special Conditions (if any)

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**EXHIBIT "A"**  
STATEMENT OF WORK

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# STATEMENT OF WORK



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PROGRAM / PROJECT	WorkSource One-Stop Operator
PROVIDER / CONTRACTOR	Career Path Services
CONTRACT NUMBER	23-119-OPR
PROJECT <u>START</u> DATE	07/01/2023
PROJECT <u>END</u> DATE	06/30/2024

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<input checked="" type="checkbox"/> ORIGINAL	<input type="checkbox"/> MODIFICATION	NUMBER:
	TYPE: SOW & Budget	
	OTHER:	

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## BACKGROUND

The Workforce Innovation and Opportunity Act (**WIOA**) requires local Workforce Investment Boards to select a One-Stop Operator (Operator) to administer the area's American Job Center Network system, known as "WorkSource" in Washington State. The Workforce Development Council of Seattle-King County (WDC) selected Career Path Services (CPS) to be the WorkSource Seattle-King County (WS-SKC) Operator through a competitive procurement process (RFQ #22.01) in summer of 2023.

## PURPOSE & IMPACT

The purpose of the Operator is to support the WDC's vision of a comprehensive, racially equitable, effective workforce system for the Seattle-King County region.

The Operator oversees WorkSource operations across the Centers, Affiliates, and Connection Sites. The Operator works in partnership with the WDC to provide guidance and leadership to the WorkSource system centered around these five pillars:

- 1) Integrated Service Delivery
- 2) Training & Curriculum and Professional Staff Development
- 3) Community Outreach and Engagement
- 4) System Team Management
- 5) Maintenance of System Standards

The Operator is responsible for conducting specific activities outlined below to fulfill their responsibilities and to uphold the fundamental principles of the WorkSource system. This work is done in accordance with the [WDC's Memorandum of Understanding](#) (MOU) with WorkSource system partners. The MOU describes the

agreements among the partners for operating the workforce system and guides the Operator's work.

## INTEGRATED SERVICE DELIVERY

*The Operator is responsible for providing technical assistance and guidance regarding effective and innovative strategies for integrated service delivery (ISD) in the WorkSource system.*

- 1.) Ensure WorkSource One-Stop System partners continue to align through the lens of [Integrated Service Delivery](#) and facilitate processes that leverage, connect, and integrate services across partners in the system.
- 2.) Interact with all WIOA and non-WIOA partners to coordinate and facilitate operational conversations among partners to ensure racially equitable, customer-centric, culturally competent, robust, and linguistically appropriate services are delivered throughout the WorkSource system. Assure that career services described in WIOA are made available at all certified one-stop centers.
- 3.) Assist the WorkSource System to integrate digital navigation services into WorkSource sites by coordinating with site supervisors and providing support to WSC interns who are stationed at WorkSource Centers or Affiliates.
- 4.) Lead and facilitate system-wide meetings that promote integrated service delivery such as: Monthly WorkSource Leadership Meetings, and quarterly Connection Site and WorkSource networking meetings.
- 5.) Ensure functional teams are established, meeting their goals, and work with the respective agencies and team leads to implement changes, as necessary.
- 6.) Maintain an inventory of each WorkSource Center's current staff, seat assignments, programs, and operating hours.
- 7.) Assist the WDC with the coordination of Site/System Agreements and Infrastructure Funding Agreements (IFAs).
- 8.) Proactively address partnership or system needs/issues and provide technical assistance to each one-stop partner related to the provision of career services agreed upon in the Memorandum of Understanding.
- 9.) Lead the One-Stop Site Certification process for King County WorkSource Centers. Ensure the Continuous Quality Improvement goals outlined in the Site Certification applications are met by providing necessary technical assistance to support progress.
- 10.) Create and disseminate WorkSource system communications to partners, including the Resource Digest, in order to leverage system resources, facilitate program referrals, and achieve integration.

- 11.) Manage WorkSource system tools, including but not limited to: Coursera, the Learning Exchange, JobScan, and Unite Us.
- 12.) Assist with the launch of the Unite Us referral system across WorkSource Centers and Affiliates, standardize processes, and ensure all WorkSource staff receive Unite Us orientation and training.

## TRAINING AND CURRICULUM

*The WorkSource Operator will provide staff training, professional development opportunities, and workshops to the WorkSource system based on staff and leadership feedback and need. The Operator will:*

- 1.) Assure that center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from various programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
- 2.) Arrange and provide training to staff that meets professional development needs, including but not limited to the following trainings:
  - a. Orientation to WorkSource system structure and WIOA
  - b. Equal Opportunity training and recertification
  - c. Training in auxiliary aides, adaptive equipment, and language access
  - d. WIOA policy
  - e. Unite Us
  - f. Facilitation
  - g. Career Pathways
  - h. Digital Navigation & Digital Resources
- 3.) Develop a mechanism to ensure that all WorkSource system staff are proficient in the seven core competencies which include:
  - a. Customer Services and Diversity at WorkSource
  - b. The Workforce Development System
  - c. Career Development Process
  - d. Communication, Collaboration, and Problem-Solving
  - e. Business and Employer Knowledge
  - f. Labor Market Information
  - g. ETO data entry for case management
- 4.) Use qualitative and quantitative approaches to conduct comprehensive evaluations of WorkSource King County programs, workshops, and curricula to assess the effectiveness of career and training services.

- 5.) In collaboration with the WorkSource Business Services team, college partners, and private training partners, provide sector-based career pathways training that increase WorkSource system staff's knowledge of training pathways and quality jobs.

## COMMUNITY OUTREACH AND ENGAGEMENT

*The WorkSource Operator is responsible for community engagement and partnership coordination. The Operator works with organizations representing underserved communities and WorkSource Connections sites to increase access to WorkSource services and resources. The Operator will:*

- 1.) Collaborate, form enduring relationships, earn trust, and liaise with community-based organizations who have common goals in the areas of workforce services, and building a more racially equitable service delivery system. Facilitate initial meetings and follow up with WorkSource Sites to ensure the needs of both the customers and the sites are fulfilled.
- 2.) Work with individual programs in the Seattle-King County WorkSource system to conduct assessments including research, focus groups, document reviews, and customer interviews.
- 3.) Lead and facilitate convenings between WorkSource Connection sites and WorkSource centers and affiliates to facilitate partnerships across sites that reinforce effective referral systems that leverage resources for customers.
- 4.) Provide technical assistance to WorkSource Connection sites to assist with the IFA process, including but not limited to coordinating training on budget forms, reporting, or Equal Opportunity Policies.
- 5.) Work with Connection Site partners to collect reports, synthesize responses, and improve collaboration across the WorkSource system.
- 6.) Support Connection Sites with the launch of the Unite Us referral system, standardize organizational and program profiles, and ensure all connection sites receive orientation and training.

## SYSTEM STANDARDS

*The WorkSource Operator is responsible for guiding the WorkSource Seattle-King County system, upholding the following system standards, and managing the associated resources and tools. The Operator will:*

- 1.) Provide technical assistance in the development, implementation, and oversight of WorkSource One-Stop System standards/procedures/protocols to ensure exceptional customer experiences for jobseekers, workers, and businesses are consistent throughout the system.
- 2.) Ensure all Americans with Disabilities Act requirements are met and managed as required by WIOA in coordination with the WDC EO Officer.

- 3.) Ensure that staff are trained and know how to use auxiliary aids and adaptive equipment and are aware of services for individuals with disabilities. Ensure that staff are aware of and know how to access language and translation resources.
- 4.) Conduct regular WorkSource customer engagement surveys and work with system partners to disseminate information to the appropriate site and identify areas for continuous improvement.

## CONFLICT OF INTEREST AGREEMENT

The Operator must be able to function in a manner that is unbiased and free of conflicts of interest on behalf of all the partners that make up WorkSource in the Seattle-King County region. The Operator agrees to abide by the terms and conditions set forth in the [Memorandum of Understanding](#) for WorkSource Seattle-King County.

## PROGRAM ADMINISTRATION AND REPORTING

Career Path Services will follow the below guidelines for the administration and reporting of services, deliverables, and outcomes for Program Design and Delivery.

Report progress, services, plans, and successes to the WDC as requested. Submit quarterly reports to the WDC by the 15<sup>th</sup> of the month following each program quarter end in a format provided by the WDC. The quarterly report will contain data and narrative demonstrating progress towards “Program Outcomes and Milestones.”

## PROGRAM PERFORMANCE OUTCOMES AND MILESTONES

PROGRAM OUTCOMES	CUMULATIVE ANNUAL DELIVERABLE			
	7/1/23-9/30/23	10/1/23-12/31/23	1/1/24-3/31/24	4/1/24-6/30/24
<b>INTEGRATED SERVICE DELIVERY</b>				
Ensure WorkSource One-Stop System partners continue to align through the lens of <a href="#">Integrated Service Delivery</a> , facilitate processes that leverage, connect, and integrate services across partners in the system.	Initiate and complete site and system contribution meetings with WS sites and partners	Completed site agreements submitted to the WDC	Completed system agreements submitted to the WDC	Initiate and complete site and system review meetings with WS sites and partners
Interact with all WIOA and non-WIOA partners to coordinate and facilitate operational conversations among	Attend and participate in WorkSource	Complete meetings with all		Submit recommendations for



partners to ensure a racially equitable, customer-centric, culturally competent, and linguistically appropriate robust services are delivered throughout the WorkSource system.	site meetings	WIOA partners		improving WS service delivery to the WDC -
Assist the WDC with the coordination of Site and System Agreements, and Infrastructure Funding Agreements.	Coordinate IFA budget meetings with Cx site partners to provide technical assistance re: budget process	Submit updated seating chart to WDC for IFA	Submit updated seating chart to WDC IFA	Submit updated seating chart to WDC IFA
Assist the WorkSource System to integrate digital navigation services into WorkSource sites by coordinating with site supervisors and providing support to WSC interns who are stationed at WorkSource Centers or Affiliates.		Ongoing	Ongoing	Ongoing
Lead and facilitate monthly WorkSource Leadership Meetings	2	5	8	12
Lead and facilitate 4 Quarterly Connection Site meetings	1	2	3	4
Lead and facilitate Quarterly WorkSource networking meetings.	1	2	3	4
Ensure functional teams are established and meet their goals and work with the respective agencies and team leads to implement changes, as necessary.	Maintain current functional teams	Launch facilitator functional team	Assess current functional teams and submit recommendations with Q report	-
Lead the One-Stop Site Certification process for King County WorkSource Centers. Ensure the achievement of Continuous Quality Improvement goals outlined in the Site Certification applications are met by providing necessary technical assistance to support their progress.	Review WorkSource Recertification Reports	Meet with WorkSource sites to review progress and provide technical assistance on CQI goals	-	Meet with WorkSource sites to review progress and provide technical assistance on CQI goals
Create and disseminate WorkSource system communications to partners,		3 publications	6 publications	8 publications submitted

including the resource digest, in order to leverage system resources, facilitate program referrals and integration.		submitted	submitted	
Manage WorkSource system tools, including but not limited to: Coursera, the Learning Exchange, JobScan and Unite Us.	Complete Unite Us training and onboarding	Maintain ongoing support for system tools	Maintain ongoing support for system tools	Maintain ongoing support for system tools
Assist with the launch of the Unite Us referral system across WorkSource Centers and Affiliates, standardize processes and ensure all WorkSource staff receive Unite Us orientation and training.	Attend monthly meetings with WS system partners to plan and implement launch	Attend monthly Unite Us meetings and provide technical assistance to staff	Attend monthly Unite Us meetings and provide technical assistance to staff	Attend monthly Unite Us meetings and provide technical assistance to staff

### TRAINING AND CURRICULUM

Arrange and provide training to staff that meets professional development needs, including but not limited to the following trainings:	10% of trainings outlined in Training, Section 2 are complete	33% of trainings outlined in Training, Section 2 are complete	75% of trainings outlined in Training, Section 2 are complete	100% of trainings outlined in Training, Section 2 are complete
Develop a mechanism to ensure that all WorkSource system staff are proficient in the minimum seven core competencies	Assess current WorkSource system staff to determine who has received training in core competencies	Assess current WorkSource system staff to determine who has received training in core competencies	Training schedule established to ensure all new staff receive required training	-
In collaboration with the WorkSource Business Services team, college partners, private training partners, provide 4 sector-based career pathways training that increase WorkSource system staff's knowledge of training pathways and quality jobs.	1	2	3	4

### COMMUNITY OUTREACH AND ENGAGEMENT

Collaborate, form enduring relationships, earn trust, and liaise with community-based organizations who have common goals in the areas of workforce services, and building a more	Conduct meetings with 10% of the WorkSource Connection sites	Conduct meetings with 50% of the WorkSource Connection	Conduct meetings with 100% of the WorkSource Connection	Submit recommendations to strengthen community partnerships
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racially equitable service delivery system. Facilitate initial meetings and follow up with WorkSource Sites to ensure the needs of both the customers and the sites are fulfilled.		sites	sites	with Q report
Lead and facilitate 4 quarterly convenings between WorkSource Connection sites and WorkSource centers and affiliates to facilitate partnerships across sites that reinforce effective referral systems that leverage resources for customers.		2 convenings completed	3 convenings completed	4 convenings completed
Provide technical assistance to WorkSource Connection sites to assist with the IFA process, including but not limited to coordinating training on budget forms, reporting, or Equal Opportunity Policies.	Meet with WDC to identify IFA and EO technical assistance needs	Provide initial IFA training and technical assistance to 50% of connection sites	Provide initial IFA training and technical assistance to 100% of connection sites	
Work with Connection Site partners to collect reports, synthesize responses, and improve collaboration across the WorkSource system.	Coordinate quarterly report collection from Cx Sites	Coordinate quarterly report collection from Cx Sites	Coordinate quarterly report collection from Cx Sites	Coordinate quarterly report collection from Cx Sites
Support Connection Sites with the launch of the Unite Us referral system, standardize organizational and program profiles and ensure all connection sites receive orientation and training.	-	Attend monthly Unite Us meetings and provide technical assistance to staff	Attend monthly Unite Us meetings and provide technical assistance to staff	Attend monthly Unite Us meetings and provide technical assistance to staff
<b>SYSTEM STANDARDS</b>				
Provide technical assistance in the development, implementation, and oversight of WorkSource One-Stop System standards/procedures/protocol to ensure exceptional customer experience for jobseekers, workers, and businesses are met throughout the system.		Review current operational processes across the WS system and provide recommendations in Q report	-	-
Ensure all Americans with Disabilities Act requirements are met and managed as required by WIOA in coordination	-	Assess WS staff's knowledge	Provide desk aids to staff that reference	-

with the WDC EO Officer. Ensure that staff are trained and know how to use auxiliary aids and adaptive equipment and are aware of services for individuals with disabilities. Ensure that staff are aware of and know how to access language and translation resources.		of EO policies and knowledge of adaptive equipment	ADA requirements and the usage of adaptive equipment	
Provide technical assistance in the development, implementation, and oversight of WorkSource One-Stop System standards/procedures/protocol to ensure exceptional customer experience for jobseekers, workers, and businesses are met throughout the system.	Ongoing	Ongoing	Ongoing	Ongoing
Conduct program and customer focus groups for each WorkSource site.			50% of focus groups complete and feedback disseminated to sites	100% of focus groups complete and feedback disseminated to sites
Conduct regular WorkSource customer engagement surveys and work with system partners to disseminate information to the appropriate site and identify areas for continuous improvement.	Customer engagement survey distributed, collected, and shared with sites	Customer engagement survey distributed, collected, and shared with sites	Customer engagement survey distributed, collected, and shared with sites	Customer engagement survey distributed, collected, and shared with sites

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**EXHIBIT "B"**  
**BUDGET SUMMARY & DETAIL**

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**WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY  
BUDGET SUMMARY**

CONTRACTOR: Career Path Employment & Training

CONTRACT NO.: 23-119-OPR

FUNDING SOURCE: CFDA #17.258 & #17.278

COST CATEGORY - BUDGET DETAIL SHEETS ATTACHED	TOTAL
PERSONNEL COSTS	\$ 415,243
OPERATING COSTS	\$ 49,862
STAFF TRAVEL	\$ 9,575
CAPITALIZED EQUIPMENT PURCHASES	\$ -
CONTRACTUAL COSTS	\$ 1,286
INDIRECT OR SHARED COSTS	\$ 57,116
PROFIT MARGIN (FOR PROFIT AGENCIES ONLY)	
<b>TOTAL BUDGET:</b>	<b>\$ 533,082</b>

**NON BUDGET DETAIL: FOR INFORMATIONAL PURPOSES ONLY**

LEVERAGED FUNDS	\$ -
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**WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY  
STAFF WAGES - SALARIED**

CONTRACTOR: Career Path Employment & Training

CONTRACT NO.: 23-119-OPR

POSITION	ANNUAL WAGES	FTE %	# OF MONTHS	PROGRAM STAFF	ADMIN STAFF	TOTAL
Integrated Service Delivery Lead	84,500	100.00%	12			84,500
Community Coordinator	68,188	100.00%	12			68,188
Training Coordinator	68,188	100.00%	12			68,188
Systems & Compliance Coordinator	68,188	50.00%	12			34,094
COO	158,322	10.00%	12			15,832
CPS POST Mgmt Support	84,000	20.00%	12			16,800
CPS POST Staff Support	\$60,000	15.00%	12			9,000
<b>TOTAL STAFF WAGES</b>				0	0	296,602



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**WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY  
FRINGE BENEFITS**

CONTRACTOR: Career Path Employment & Training

CONTRACT NO.: 23-119-OPR

FRINGE BENEFITS	% OF STAFF WAGES	PROGRAM STAFF	ADMIN STAFF	TOTAL
Total Staff Salaries	40%			118,641
TOTAL FRINGE BENEFITS		0	0	118,641



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**WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY  
OPERATING EXPENSES**

**CONTRACTOR:** Career Path Employment & Training

**CONTRACT NO.:** 23-119-OPR

OPERATING EXPENSES	TOTAL
Purchase of Four Technology Kits (Laptop, monitors, docks)	10,000
Corporate Allocated Software, Server hosting, IT Support, etc	9,797
Consumable Supplies	2,857
Cell Phone / internet Allowances (Staff/Mgmt)	5,925
Communications - Other (Advertising/Recruiting)	5,699
Audit & Insurance	2,274
Local Training	4,000
Corporate allocated training, travel, meetings, conferences	9,310
<b>TOTAL OPERATING EXPENSES</b>	<b>49,862</b>



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**WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY  
STAFF TRAVEL**

CONTRACTOR: Career Path Employment & Training

CONTRACT NO.: 23-119-OPR

LOCAL (Within King County)	TOTAL
Local travel (9771 miles @\$0.655/mile)	6,400
SUBTOTAL LOCAL TRAVEL	6,400
OUT-OF-AREA (Outside King County)	TOTAL
Staff out of county travel	\$3,175
SUBTOTAL OUT-OF AREA TRAVEL	3,175
TOTAL STAFF TRAVEL	9,575



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**WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY  
CONTRACTUAL SERVICES**

CONTRACTOR: Career Path Employment & Training

CONTRACT NO.: 23-119-OPR

CONTRACTOR NAME/TYPE OF SERVICE	TOTAL
Corporate allocated contracted services	1,286
TOTAL CONTRACTUAL SERVICES	1,286



LK

**WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY  
INDIRECT/SHARED COSTS**

CONTRACTOR: Career Path Employment & Training

CONTRACT NO.: 23-119-OPR

INDIRECT/SHARED COSTS	TOTAL
12% of all direct costs (\$475,966)	57,116
<b>TOTAL INDIRECT COSTS</b>	<b>57,116</b>



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<b>WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY</b> <b>PROJECTED EXPENDITURES BY QUARTER</b>
<b>CONTRACTOR:</b> Career Path Employment & Training
<b>CONTRACT NO.:</b> 23-119-OPR

QUARTERLY EXPENDITURES			CUMMULATIVE TOTAL AT END OF EACH QUARTER
YEAR	QUARTER	QUARTERLY BUDGET	PLANNED EXPENDITURE
2023	July 1 - Sept 30	\$128,115	\$128,115
2023	Oct. 1 - Dec 31	\$134,511	\$262,626
2024	Jan. 1 - Mar. 31	\$134,456	\$397,082
2024	April 1 - June 30	\$136,000	\$533,082

*NOTE: Failure to Meet a Minimum of 85% of projected expenditures for any quarter could result in a reduction of the contract amount.*



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**EXHIBIT "C"**  
GENERAL TERMS AND CONDITIONS

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## GENERAL TERMS AND CONDITIONS

### 1. Order of Precedence

If a conflict arises between the terms of a contract and the terms of this Contract, then the terms of this Contract will control.

### 2. Notices

All contract-related notices and payments shall be in writing and shall either be submitted via email or delivered and addressed to the contact information outlined in each contract referencing this Contract.

### 3. Funding Availability

Each disbursement of funds under contracts referencing this Contract is conditioned on the availability of federal, state and local funds and is subject to termination due to lack of funds or authorization. When The WDC is notified of any funding or regulatory changes, The WDC will provide the CONTRACTOR notice of changes within 30 days of the WDC's notification.

### 4. General Reporting Requirements

CONTRACTOR shall submit all financial, MIS, program performance, and all other reports required by the WDC in accordance with the specified time frames in each contract referencing this Contract. CONTRACTOR shall provide the WDC access to all records and data necessary to verify or clarify information requested or provided in such reports. Failure to submit reports by specified timeframes or provide adequate substantiation of reports as specified by The WDC may result in suspension of payments to the CONTRACTOR until such time as all delinquent obligations are fulfilled.

Additionally, if CONTRACTOR fails to comply, the WDC may take action in accordance with Section 14.

### 5. Program Objectives

CONTRACTOR must meet program objectives outlined in each Statement of Work.

### 6. Administrative Capability

Upon request, CONTRACTOR will provide the WDC with the most current version of administrative documentation necessary to document capacity and conduct annual monitoring reviews. This may include such documents as:

- A. Annual Audited Financial Statements
- B. Conflict of Interest Policies
- C. Corrective Action Plan(s)
- D. Cost Allocation Plan(s)
- E. Federal Negotiated Indirect Cost Rate
- F. Grievance Policies, Procedures
- G. Management Letter
- H. Personnel Policies
- I. Procurement/Purchasing Policies
- J. Timekeeping Policies
- K. Travel and Expense Policies

### 7. Procurement Policies and Procedures

CONTRACTOR shall comply with the applicable regulations and cost principles outlined in this Contract and each contract referencing this Contract, or with its own procurement procedures, whichever is more restrictive.

The Uniform Administrative Requirements (2 CFR 200.317-36) require all recipient procurement transactions to be conducted in a manner to provide, to the maximum extent practical, open and free competition.

## 8. Expenditure Restrictions

### A. Allowable Activities

CONTRACTOR must use and expend the funds awarded through contracts referencing this Contract solely to implement the project(s) described in each Statement of Work exhibit, in accordance with the contract Budget Exhibit, and within limitations outlined in those documents. CONTRACTOR may not use or expend the Contract funds in violation of the limitations and restrictions set forth in this Contract.

### B. Budget Limitations

CONTRACTOR shall be paid only within the established contract Budget and the related Budget Line Flexibility (described in the Budget Exhibit) of each contract referencing this Contract. All costs must be reasonable, necessary, allowable and allocable as defined by federal and State of Washington laws and rules, including applicable OMB Circulars.

### C. Dual Payment

CONTRACTOR shall not be compensated twice for costs incurred under this Contract. Costs may be shared by other sources of funds to achieve the outcomes described in each contract referencing this Contract, in accordance with generally accepted accounting principles.

### D. Travel Policy

Pursuant to 2 CFR 200.475(a), CONTRACTOR must have policies and procedures in place compliant with the requirements of the Federal Travel Regulations for all travel expenditures reimbursed under this Contract.

### E. Rebates

The CONTRACTOR agrees to advise the WDC, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by funds under each contract referencing this Contract. Appropriate action shall be taken to proportionately reimburse the Awarding Agency from such income (the "Awarding Agency," if any, is identified on the signature page of the Contract referencing this Contract).

### F. Construction, Remodeling, or Renovation

The funds provided under each contract referencing this Contract must not be spent for construction, remodeling, renovation, or purchase of facilities.

## 9. Reimbursement

The CONTRACTOR must submit a timely and accurate payment request in accordance with this Contract and the applicable contract referencing this Contract that includes a completed and signed invoice that reports expenditures by the Line Items; any required supporting documentation, and a CONTRACTOR invoice requesting reimbursement.

In consideration of the services to be performed and the cost incurred in the performance, the WDC shall reimburse CONTRACTOR in accordance to Exhibit B, "Budget Summary and Detail" for only those allowable, allocable, and actual costs incurred, upon receipt and acceptance of:

- a) A WDC invoice form, or WDC approved alternative;
- b) A line item back-up form, when applicable; and
- c) Documentation from CONTRACTOR's accounting system of actual expenses incurred.

Payment shall be made by the WDC only for costs incurred during the effective dates of the contract.

- a) CONTRACTOR agrees to submit monthly invoices for costs incurred. Invoices will be paid following the "Invoice Submission Schedule" or when the WDC has been reimbursed for CONTRACTOR's expenses.
- b) The WDC reserves the right to adjust current or future payments contingent upon review of charges invoiced by CONTRACTOR that do not fall within the provision of this WDC and/or withhold payment contingent on verification of services.
- c) The WDC is not liable for any costs incurred by the CONTRACTOR unless contractual performance is provided as determined by the WDC.
- d) In no event will the amount paid exceed total contact amount without specific prior approval of the WDC.

**Billing/Invoice Information:**

All invoices must be submitted electronically to the WDC Administrative and Fiscal Office at [fiscal@seakingwdc.org](mailto:fiscal@seakingwdc.org)

**Fiscal Staff Contact**

Jeff Sikora, Director of Finance and Contracts: [jsikora@seakingwdc.org](mailto:jsikora@seakingwdc.org)

Upon receipt of the CONTRACTOR'S formal payment request with the required documentation, the WDC will review the request for accuracy and compliance with the Contract Agreement and will issue payment within 30 days of approval.

Payment shall not be construed as a waiver of the WDC' right to challenge CONTRACTOR's performance under this Contract and to seek appropriate legal remedies.

**10. Budget and Planned Quarterly Expenditure Worksheet Variance**

- a) The WDC allows a 10% flexibility allowance on each budget line item without prior approval from the WDC provided that the total contract budget is not exceeded.
- b) Over expenditures of more than 10% of any cost category is subject to disallowance.
- c) CONTRACTOR agrees to maintain an expenditure rate of at least 85% of their planned quarterly goals (See Exhibit B, "Budget Summary and Detail").
- d) Failure to maintain this rate may lead to reduction in total contract amount.

**11. Financial Documentation**

CONTRACTOR shall retain original expense documentation, including proof of payment and accrued liabilities. Documentation shall include canceled checks, invoices annotated with date paid, check number, annotated receipts, payroll ledgers, and accounts payable ledgers. All documentation will have appropriate approval signatures. Documentation of costs which are allocable to more than one line item and/or which are only partially allocable to the contract Budget shall be annotated with amounts allocated to each source.

All direct costs that are charged to a contract referencing this Contract shall be for reasonable and necessary activities relating to the Contract. All costs not charged as a direct cost must be justified by the application of an allowable Indirect Cost Allocation Plan and/or allocation methodology. CONTRACTOR shall maintain written cost allocation plans for all allocated costs charged to each contract referencing this Contract. All costs applied to each contract referencing this Contract must be consistent with the requirements of Federal Regulations including 2CFR Part 200. All allocation methodologies and costs pertaining to this Contract are subject to the WDC review and approval before reimbursement through the WDC.

For participant direct payments, the CONTRACTOR is responsible for documenting payments in accordance with applicable WDC policies and procedures and for reporting detail. The WDC will notify CONTRACTOR when there are specific reporting requirements.

Copies of all source documentation for expenditures related to each contract referencing this Contract including any documentation related

to matching or leverage funds must be available to the WDC upon request. Any additional documentation requirements will be specified in the contract referencing this Contract.

**12. Financial Management Standards**

The CONTRACTOR shall maintain a financial and administrative system which complies with the standards in the most recent versions of appropriate Uniform Administrative Requirements and 2 CFR Part 200. CONTRACTOR shall maintain a separate accounting of funds received and disbursed under each contract referencing this Contract. All accounting for each contract referencing this Contract shall be maintained within the CONTRACTOR's primary financial accounting system.

The CONTRACTOR's financial systems shall allow for effective fiscal and internal controls and accountability for funds, property, and other assets to ensure they are used solely for authorized purposes. CONTRACTOR shall maintain all data elements used in required reports in accordance with established program definitions.

The CONTRACTOR's financial systems will be maintained in accordance with Generally Accepted Accounting Principles and will be in compliance with all legal and contractual requirements.

The CONTRACTOR's financial system shall:

- A. Follow consistent rules for aggregation of detailed data to summary level.
- B. Compare budgeted amounts to actual expenditures including proper charging of costs and cost allocations.
- C. Contain information pertaining to Contract and contract awards, obligations, unobligated balances, assets, liabilities expenditures, income, program income, matching funds, leveraged resources and stand-in costs.
- D. Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable laws and regulations.
- E. Provide the accurate, current, and complete disclosure of all expenditures including but not limited to those from, grants, contracts or agreements.
- F. Show the distribution of Contract-funded personnel time by fund.

**13. Financial Audits and Compliance Monitoring**

The CONTRACTOR shall adequately evaluate and monitor its own programs on a regular basis and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud, and abuse.

If it is determined through audit or other means that the CONTRACTOR has violated or permitted violation of the terms or conditions of this Contract, the CONTRACTOR shall repay to The WDC the amount of funds directly related to that violation.

**A. Financial Audits**

CONTRACTOR must comply with federal audit requirements found at Subpart F – Audit requirements and recorded in the Federal Audit Clearinghouse, where OMB is the repository of audits.

If CONTRACTOR expends an aggregate of \$750,000 or more in federal funds annually, CONTRACTOR must conduct an annual organization-wide financial and compliance audit in accordance with the above federal rules.

Unless specifically authorized by the WDC in writing, CONTRACTOR shall submit the audit report to the WDC no later than thirty (30) calendar days after receipt of the report or within one hundred twenty (120) calendar days following the close of the CONTRACTOR'S fiscal year, whichever is sooner. Audits



performed under this section are subject to review and resolution by the WDC or its authorized representative.

The CONTRACTOR shall, in accordance with the WDC' timelines, be responsible to resolve and respond to any and all issues that relate to audits of activities that are funded through this Contract.

#### **B. Compliance Monitoring**

CONTRACTOR will support all program compliance monitoring activities, including but not limited to the WDC ongoing program oversight, fiscal, and file compliance reviews, Washington State ESD's annual monitoring and Data Element Validation reviews, as well as any Department of Labor or other Funder monitoring activities. CONTRACTOR will allow federal, Washington State and the WDC staff or their designees to monitor program and administrative compliance via an on-site review.

CONTRACTOR shall, upon request, provide sufficient and appropriate staff time necessary to conduct all ongoing program and administrative monitoring activities, including but not limited to the on-site review, and regular monitoring reporting, including access to all necessary records.

CONTRACTOR shall resolve and respond to any and all issues that relate to the monitoring of the workforce development activities that are funded through this each contract referencing this Contract.

#### **C. Additional Audits and Compliance Requirements.**

CONTRACTOR will monitor expenditures to date on a monthly basis to ensure that the budget-to-actual amounts demonstrate expenditure rates that are consistent with the percentage of the program year that has transpired. CONTRACTOR will pay particular attention to all participant cost categories to ensure that adequate investments in participants are being made throughout the program year.

Where CONTRACTOR has issued subcontracts under this Contract, CONTRACTOR must have a monitoring policy in place to ensure that expenditures meet funding requirements, program performance goals are being met, and participant eligibility requirements are followed. CONTRACTOR will monitor all subcontractors to ensure compliance and where a subcontractor has monitoring findings a course of corrective action is to be taken and resolution validated.

#### **14. Disallowance of Payments**

If it is determined through audit, monitoring or other means that the CONTRACTOR has received payments which are questioned by the WDC the CONTRACTOR shall be notified and given the opportunity to justify questioned payments prior to the WDC' final determination of disallowed payments. The CONTRACTOR agrees to participate in and be bound by disallowed cost determinations arising out of the WDC' disallowed cost resolution process.

If a Contract payment is disallowed, CONTRACTOR shall repay the full amount of the disallowance to the WDC within thirty (30) calendar days of receipt of request, or other time schedule as determined by the WDC.

The WDC's failure to either discover or act upon a breach of in any of the contracts referencing this Contract shall in no way relieve the CONTRACTOR of its obligation to repay disallowed costs.

If the CONTRACTOR fails to comply with any of the requirements, terms, or conditions of this Contract or any contract referencing this Contract, the WDC may, at its discretion, suspend, withhold, or disallow all or any portion of amounts otherwise payable under each contract referencing this Contract

#### **15. Records Standards, Access to Records and Record Retention**

##### **A. Records Standards**

The CONTRACTOR agrees to maintain records that will provide accurate, current and complete disclosure of the status of each program, including, but not limited to, participants, financial, and program operations. The books of account and records must be maintained in sufficient detail to permit the Awarding Agency, the Pass-through Entity (if applicable), the WDC and their duly authorized representatives to verify how the contract funds were expended or utilized. CONTRACTOR shall safeguard and maintain the confidentiality of all program records and documents through proper accounting and program procedures and practices. CONTRACTOR must comply with the standards in the most recent versions of appropriate Uniform Administrative Requirements and the WDC policies and procedures.

##### **B. Record Storage and Access**

Records shall be retained and stored in a manner that will preserve their integrity and admissibility as evidence in any audit/litigation or other proceeding. The burden of production and authentication of the records shall be on the custodian of the records. The CONTRACTOR will maintain a plan for record recovery should critical records be lost.

After reasonable notice, at any time during normal business hours and as often as the WDC may deem necessary, the CONTRACTOR shall make available for examination all its records relating to all matters covered by this Contract to the named entities and representatives.

This provision includes access to the CONTRACTOR's personnel for the purpose of interview and discussion of such documents, and the delivery of all the documentation to a location designated by the WDC for purposes of review. The rights of access are not limited to the required retention period or agreement term but shall last as long as records are retained.

If record storage is located other than at the CONTRACTOR'S principal place of business the CONTRACTOR shall inform The WDC in writing of the exact location where all records, reports, and other documentation and physical evidence are to be retained; the original records shall remain the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR will inform the WDC in writing of any location changes prior to the date the records, reports and other documentation and physical evidence are moved. Any storage of the records, reports and other documentation beyond the boundaries of the WDC's service delivery area shall require prior written approval from the WDC.

If the CONTRACTOR entity ceases operations, the CONTRACTOR shall provide an inventory of and all the records, reports and other documentation covered under this and any previous agreements between CONTRACTOR and the WDC to the WDC.

##### **C. Record Retention Timeframes and Destruction Requirements**

Federal record retention requirements applicable to this Contract are found at 2 CFR 200.334-338. The CONTRACTOR shall retain all financial and other required records and supporting documents as follows:

- 1) Retain all records pertinent to this Contract, interagency agreements, contracts or any other award, including financial, statistical, or other pertinent records, and supported documentation, for a period of at least three years after the acceptance of the final expenditure report (closeout) for that funding period by the Awarding Agency. The WDC will notify CONTRACTOR of the record destruction date when the final expenditure report has been issued and approved.

- 2) Retain all records on non-expendable property for a period of at least **three (3)** years after final disposition of property.
- 3) Retain indirect cost records such as computations or proposals, cost allocation plans, and supporting documentation for three years from the date the indirect cost rate package is submitted for negotiation. If not submitted for negotiation, the three-year period identified in 15.C.1) above shall apply.
- 4) Retain all records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees and applicants for employment as required. Participant files should be organized and stored by program year using the participant's year of exit.
- 5) Retain records regarding complaints and actions taken on the complaints for a period of not less than three (3) years from the date of resolution of the complaint.
- 6) Retain all records beyond the required period if any litigation or audit has begun or a claim is instituted involving the grant or agreement covered by the records. The records shall be retained until the litigation, audit or claim has been resolved or the specified destruction date, whichever is longer.

In the event that more than one of the record retention periods identified above applies, the CONTRACTOR will comply with the longest applicable record retention period. After the record retention period has passed, any records destroyed must be commercially shredded.

#### **D. Limitation of Public Access to Records**

If disclosure of trainee records is requested by the public, current confidentiality or non-disclosure, pertaining to records of participants, shall apply. Personal information may be made available to other service providers on a selective basis consistent with the participant's signed "Release of Information" form. Trade secrets, or commercial or financial information, that is obtained from a person and privileged or confidential shall not be available to the public.

#### **E. Fees for Requests for Records**

CONTRACTOR may charge fees sufficient to recover costs applicable to the processing of requests for records from a public disclosure request.

### **16. Contracts and Assignments**

The CONTRACTOR shall not assign or transfer any interest in this Contract or any contract referencing this Contract in whole or in part, or any right or obligation hereunder, without the prior written approval of the WDC.

If approved, any contract entered into by the CONTRACTOR is not an obligation of the WDC. The CONTRACTOR shall not represent that it has the power or authority to obligate the WDC. No approval by the WDC of any assignment or transfer shall be deemed to create any obligation of the WDC in addition to those set forth in this Contract. In no case shall such consent relieve the CONTRACTOR from the obligation under, or change the terms and conditions of, this Contract, unless otherwise provided. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

The WDC has the right to assign all Contract rights and responsibilities at any time by giving written notice of assignment to the CONTRACTOR.

Any work or services subcontracted hereunder shall be specified by a written contract, which shall be properly executed. Any entity that receives a subcontract must provide their Unique Entity Identifier (UEI) number **and be registered in the System for Award Management ([www.sam.gov](http://www.sam.gov))** prior to contract execution; the UEI number must be maintained in the contract file and be available for review upon

request. The CONTRACTOR shall provide a copy of the contract and any modifications to the WDC, upon request.

The failure by the WDC to enforce any provision of this Contract or any contract referencing this Contract shall not constitute a waiver of that or any other provision.

The CONTRACTOR remains responsible for assuring compliance by such delegates with requirements of the funding sources provided by or through the WDC, federal, State and local laws, regulations, policies, procedures and each contract referencing this Contract.

The CONTRACTOR shall conduct a program and fiscal monitoring of its subcontractors in accordance with CONTRACTOR monitoring policies and procedures. CONTRACTOR shall provide the WDC with a copy of its monitoring policies, procedures, and schedule for approval. All program and fiscal monitoring reports for subcontractors of the CONTRACTOR will be provided to The WDC for review and approval.

### **17. Independent Contractor; Responsibility for Taxes and Withholding; and Retirement**

CONTRACTOR is not an "officer", "employee", or "agent" of the WDC.

CONTRACTOR shall be responsible for all federal or state taxes applicable to compensation or payment paid to CONTRACTOR under this Contract and each contract referencing this Contract and unless CONTRACTOR fails to provide their correct Taxpayer Identification Number (TIN), the WDC will not withhold from such compensation or payments any amount(s) to cover the CONTRACTOR's federal or state tax obligations. CONTRACTOR is not eligible for any Social Security unemployment insurance or workers' compensation benefits from compensation or payments paid to CONTRACTOR under each contract referencing this Contract, except as a self-employed individual.

### **18. Employee and Participant Status and Rights**

#### **A. Non-Employee Status of Trainees**

Trainees in programs under this Contract shall not be deemed federal, state, city or the WDC employees, and shall not be subject to the provisions of law pertaining to employment by any such government.

#### **B. Employment Terms, Benefits and Working Conditions**

All participants employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under each contract referencing this Contract may be used for contributions on behalf of any trainee to retirement systems or plans.

#### **C. Worksite Standards and Safety**

Conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, COVID-19 exposure risks, and proficiency of the trainee.

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations ( 29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

Trainees enrolled under this Contract shall be adequately supervised during training hours, be informed about their rights and responsibilities in reporting unsafe training or working conditions and training- or work-related illnesses and injuries, and be provided with safe training conditions which, at a minimum, shall conform to the health and safety regulations established by Washington State and the Occupational Safety and Health Administration. Health and safety standards established under state and federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants.

#### **D. Charging of Fees to Participants**

No person or organization, including private placement agencies, may charge a fee to any individual for referral to or placement in training or employment programs.

#### **E. Grievance Procedures**

The CONTRACTOR agrees to adopt procedures for hearing and resolving grievances and complaints arising out of this Contract and any contract referencing this Contract, in conformance with the WDC's established policies and procedures. Procedures must comply with rules implementing the Workforce Innovation and Opportunity Act (WIOA).

The CONTRACTOR shall abide by Final Determinations issued under the WDC, state or federal grievance processes. Participants receiving services must read and sign a copy of the CONTRACTOR's Grievance Procedure form shall be kept in the participant's file.

### **19. Performance Review**

The WDC will regularly conduct oversight on all programs and contracts issued by the WDC. Desk reviews of programs through submitted reports will occur continuously and on-site monitoring will be conducted regularly. CONTRACTOR agrees to make available to the WDC, grantor agencies, and other Federal/State oversight agencies all documentation pertaining to the operations of this contract. Reasonable accommodation for on-site reviews will be afforded to the oversight agencies.

Performance will be reviewed by the WDC at any time against plan levels. If planned expenditure rate for performance varies from plan, a determination may be made by the WDC that a material breach of contract has occurred. In these cases, one or more the following actions may occur (See exhibit C, "General Terms and Conditions"):

#### **a) Corrective Action**

Whenever possible, the WDC will work with CONTRACTOR to establish a mutually agreeable plan of action to correct the issues resulting in a corrective action requirement. The WDC may require certain actions be taken to correct the issue(s).

#### **b) Contract Modification(s)**

The WDC may modify the contract to adjust budgets or performance requirements to account for the over/under expenditure or performance levels/rates.

#### **c) Adjustments to Invoices/Repayment**

The WDC reserves the right to adjust future invoices or require immediate repayment of reimbursed expenditures if the WDC determines that the CONTRACTOR has incorrectly invoiced the WDC, has been reimbursed for costs not allowed under the contract, or has been reimbursed in error.

#### **d) Termination of the Contract**

The WDC may decide to terminate the contract in whole, or in part.

In the event the CONTRACTOR fails to perform under this Contract, the WDC may take action in accordance with the WDC Contract Monitoring policies provided or made available to CONTRACTOR, or if CONTRACTOR fails to take directed corrective action terminate or suspend the Contract (Section 32.B Termination for Cause).

### **20. Reporting Requirements**

#### **a) Quarterly Program Narrative Reports**

Narrative reports must be submitted for each contract to the WDC project manager no later than the 15<sup>th</sup> day of the month following the end of each calendar quarter (some grants may require monthly reporting). The report format will be provided by the WDC.

#### **b) Quarterly Financial Report**

CONTRACTOR must submit a quarterly financial report for each contract to the WDC budget manager no later than the 15<sup>th</sup> day of the month following the end of each calendar quarter; the report format will be provided by the WDC. Service providers must submit a financial report for each contract even if the report total is zero. The quarterly financial report will include:

- 1) Accrued expenditure report;
- 2) Leverage/Match funds report
- 3) Program Income report; and
- 4) Planned vs. Actual expenditure report

#### **c) Management Information System**

See Statement of Work for Management Information System (MIS) reporting requirements, if any.

#### **d) Contract Closeouts**

Contract closeout packages will be sent at the end of the contract period. All closeout packages, including the final billing, are due 45 days after the end of a contract. Failure to receive these forms does not relieve CONTRACTOR from its responsibility to submit contract closeouts by the due date.

#### **e) Miscellaneous**

Other reports may be requested by the WDC or governing agencies that demonstrate compliance with the covenants and obligations of the contract.

### **21. Indemnification**

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of the entities or individuals not a party to this agreement. In the case of negligence of both WDC and CONTRACTOR, any damages allowed shall be levied in portion to the percentage of negligence attributed to each party.

### **22. Equal Employment Opportunity and Nondiscrimination**

The CONTRACTOR shall not exclude from participation, discriminate against, or deny employment services or benefits to any person, including trainees, in the administration of or in connection with any program administered by the CONTRACTOR on the grounds of race, color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, application for Worker's Compensation benefits, sexual orientation or perceived sexual orientation, gender identity, or association with any person with, or perceived to have one or more of the above named characteristics, and for beneficiaries only, citizenship, or participation in the program funded under any contract referencing this Contract. The CONTRACTOR shall take action to ensure that qualified applicants from groups which have historically been denied equal opportunity for employment because of the above factors shall be provided access to and encouraged to participate in employment and training activities.

CONTRACTOR will comply with all federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to work under each contract referencing this Contract, including but not limited to the following:

- 1) Section 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination against qualified individuals with disabilities;
- 2) Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as amended;

- 3) Age Discrimination in Employment Act of 1967 and Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on basis of age;
- 4) Americans with Disabilities Act of 1990 (ADA) Public Law 101-336 and ORS 659A.142, as amended;
- 5) Section 188 of the Workforce Innovation and Opportunity Act (WIOA);
- 6) Nontraditional Employment for Women Act of 1991;
- 7) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on basis of sex in educational programs;
- 8) Health Insurance Portability and Accountability Act of 1996;
- 9) Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended;
- 10) Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255), as amended relating to nondiscrimination on the basis of drug abuse;
- 11) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- 12) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- 13) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act 42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- 14) 29 CFR Parts 33 and 37 (If Contract includes DOL funds);
- 15) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made;

CONTRACTOR expressly agrees to comply with the Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60.

Further, CONTRACTOR shall include brief wording in each orientation of potential applicants to describe the Equal Opportunity and Affirmative Action position of each contract referencing this Contract and the method of filing a complaint.

CONTRACTOR will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear in publications, broadcasts and other communications as outlined in the applicable Uniform Administrative Requirements. Where such materials indicate the CONTRACTOR may be reached by telephone, the materials must state the telephone number of the TDD/TTY or relay service used by the CONTRACTOR, as required.

The CONTRACTOR shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places and in available and conspicuous physical locations and 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.

The CONTRACTOR shall include the following Equal Opportunity tagline in recruitment brochures and other materials that are ordinarily

distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe WIOA Title I financially assisted programs or activities or the requirements for participant by recipients and participants.

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

### 23. Responsibility for Legal Compliance

It is the responsibility of the CONTRACTOR to comply with the following:

#### A. Limitations on Union or Anti-Union, Sectarian, Religious, Political or Lobbying Activities

No funds under any contract referencing this Contract shall be used in any way to assist, promote or deter union activities. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement. No trainee may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.

These funds may not be spent on the employment or training of participants in sectarian activities which include religious activities, political activities, and/or lobbying.

The CONTRACTOR agrees that the participants shall not be employed on the construction, operation or maintenance of any facility or portion of any facility which is used or may be used for sectarian instruction or as a place of religious worship.

#### B. Applicable Laws, Regulations, and Policies

All other applicable, and presently existing or subsequently created or enacted, federal, state and local laws, regulations, executive orders, ordinances and policies and appropriate U.S. Office of Management and Budget Circulars required by the Awarding Agency and the Pass-Through Entity (if applicable), and/or other applicable grants as related to activities under each contract referencing this Contract. This includes all applicable policies of the WDC.

#### C. Fraud Notification Requirements

CONTRACTOR must comply with the WDC' requirement that all suspected incidents of fraud, abuse, or other criminal activity must be immediately reported on the same business day as the complaint was made or the incident discovered. CONTRACTOR will conform to the WDC' established policies and procedures for reporting and resolution.

### 24. Procurement of Recovered Materials

CONTRACTOR must comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

### 25. Nepotism

CONTRACTOR shall comply with 20 CFR 683.200(g) and federal and State nepotism rules implementing WIOA. No individual may be placed in an employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

No member of the immediate family of any officer, agent, director, partner or employee of the CONTRACTOR shall receive preferential treatment for enrollment in services or training provided by, or employment with the CONTRACTOR.

The term "immediate family" means member of the individual's immediate family (spouse, Partner, child, or sibling).

**26. Code of Conduct**

CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award, or administration of a contract or contract supported by funds received in connection with a contract referencing this Contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

The officers, employees, and agents of the CONTRACTOR shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, CONTRACTOR may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the CONTRACTOR. No officer, employee or agent, any member of his or her immediate family, or an organization which employs or is about to employ any of the parties indicated herein, shall financially benefit from the activities of any program participant or applicant.

**27. Intellectual Property Rights**

The CONTRACTOR shall comply with the standards in 2 CFR Part 200 for the development, licensing, distribution and use of product(s) and material developed with each contract referencing this Contract.

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

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

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

**28. Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit and small business firms under government contracts.

**29. Public Information**

Whenever written or verbal information related to the services provided through each contract referencing this Contract is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the CONTRACTOR shall acknowledge and name the WDC and the Awarding Agency as providing funding for the services provided. Additional applicable public disclosures requirements may be described in contract exhibits referencing this Contract.

**30. Byrd Anti-Lobbying Amendment Compliance and Certification**

CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C § 1352. CONTRACTOR shall so disclose to County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**31. Assurance**

By signing this Contract, the authorized representative certifies that the CONTRACTOR:

**A. Financial Capability**

Has the legal authority to apply for federal, state or local assistance, enter into this Contract, and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the projects described in each contract referencing this Contract.

**B. Access to Records**

Will give the WDC, the Awarding Agency, and Pass-Through Entity (if applicable), the Governor (if applicable) and their duly authorized representatives; appropriate governmental authorities involved in the administration of these funds to extent necessary for its proper administration, authority to audit, examine, and make excerpts or transcripts from its books of accounts, correspondence, papers, records, files, forms, or other documents of the CONTRACTOR including all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Contract and each contract referencing this Contract which are necessary to evaluate whether the funds have been spent lawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this Contract, including the proper allocation of costs. Authorized representatives could include but are not limited to the Director - Office of Civil Rights, the Comptroller General of the United States and the Inspector General.

**C. Conflict of Interest**

Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Every reasonable course of action shall be taken by the CONTRACTOR in order to maintain the integrity of this expenditure of the WDC funds and to avoid any favoritism or questionable or improper conduct.

**D. Complete the Work**

CONTRACOTR will initiate and complete the work within the applicable time frame after receipt of approval from the WDC.

**E. Political Activities**

Shall not use funds provided under any contract referencing this Contract 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. Nor shall grant funds be used to pay the salary or expenses of any CONTRACTOR staff or agent, related to any activity designed to influence 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 the state, local, or tribal government in policy making and administrative processes within the executive branch of the government.

#### F. Debarment and Suspension

As required by Executive Orders 12549 and 12689 and 2 CFR 200.214 regarding Debarment and Suspension, the CONTRACTOR certifies to the best of its knowledge and belief, that neither it nor its principals:

- 1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- 2) Have within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,
- 4) Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall provide an explanation to the WDC.

### 32. Contract Termination

#### A. Termination for Convenience

This Contract and any contract referencing this Contract may be immediately terminated by the mutual consent of the parties.

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

The WDC may terminate this Agreement and any contract referencing this Contract for convenience by delivering to CONTRACTOR at least three (3) days advance written notice of its intent to terminate if the WDC's funding or other resources for programs serviced under this Agreement or any contract referencing this Contract are withdrawn, suspended, or otherwise altered due to COVID-19.

#### B. Termination for Cause

The WDC may terminate or modify this Contract or any contract referencing this Contract in whole or in part, in writing, immediately upon notice to CONTRACTOR, or at such later date as the WDC may establish in such notice, upon the occurrence of any of the following events:

- 1) CONTRACTOR'S misuse of funds provided under each contract referencing this Contract or any other agreement

CONTRACTOR has with the WDC. Misuse of funds includes any unauthorized or inappropriate use of contract funds that violate federal, state or local laws or regulations.

- 2) The WDC fails to receive funding at levels sufficient to allow the purchase of the indicated CONTRACTOR services;
- 3) Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the services under any contract referencing this Contract are prohibited or the WDC is prohibited from paying for such services from the planned funding source;
- 4) CONTRACTOR no longer holds any license or certificate that is required to perform the work;
- 5) Significant changes in the WDC priorities, as indicated by direct action of the Local Workforce Development Board of the WDC.
- 6) CONTRACTOR, through any cause, has failed to perform in a timely and proper manner its obligations, in whole or in part, under this Contract, has failed to make sufficient progress towards its objectives, or has violated any of the covenants, agreements, or stipulations of this Contract. In this event, the WDC shall notify the CONTRACTOR of the intended action in writing and specify the effective date thereof.

#### C. Termination Procedures

In the event of early Contract termination for whatever reason, and after receipt of the Notice of Termination, the CONTRACTOR shall stop work as specified in the notice and cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. The CONTRACTOR will not enter into any further subcontracts and will not place any further order.

In addition, the CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination, to the extent that they relate to the performance of any work terminated by the Notice. With respect to such canceled commitments, the CONTRACTOR agrees to settle all outstanding liabilities and all claims arising out of such cancellation of commitments or ratify all such settlements.

Further, upon termination, CONTRACTOR shall deliver to The WDC all documents, information, work-in-progress and other property detailed in contracts which reference this Contract.

#### D. Payment after Termination

In the event of early Contract termination initiated by either party for whatever reason, the CONTRACTOR shall only be entitled to receive reimbursement for costs incurred for services provided prior to the Contract termination date. It is understood that performance in compliance with each Statement of Work exhibit of contracts referencing this Contract is a prerequisite to receiving payment.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the WDC for damages sustained by The WDC by virtue of any breach of this Contract or any contract referencing this Contract by the CONTRACTOR, and The WDC may withhold any payments to the CONTRACTOR for the purpose of offset until such time as the exact amount of damages due The WDC from the CONTRACTOR is determined.

#### E. Close Out Responsibilities and Procedures

Upon notice of termination or expiration of this any contract referencing this Contract, regardless of the reason, CONTRACTOR will work with the WDC to establish an

acceptable close-out plan which will include both program and administrative components and associated due dates that ensure a smooth transition and compliance with all state and federal requirements.

The plan will include, but is not limited to, activities that ensure participants are transferred to another similar program with the least amount of disruption possible; participant files and all financial records are updated and assurances in place of record retention provisions; the timeline for submission of final invoices, quarterly reports, leveraged funds, performance reports and updating MIS data; and when applicable, accounting of program income, stand-in costs and match funds are in place.

### 33. Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto. Any amendments to this Agreement or its attachments shall be effective only when they are reduced to writing and duly signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Notwithstanding the foregoing, all amendments created solely to incorporate new laws, rules, guidelines or policies adopted by authorities providing funding to CONTRACTOR through the WDC shall bind both parties if signed by only the WDC.

### 34. Force Majeure

Except as hereinafter provided in this Section, no delay or failure in performance by the WDC shall constitute a default under this Agreement if the delay or failure is caused, in whole or in part, by a Force Majeure Event. A "Force Majeure Event" means any event beyond the control of the WDC and that the WDC is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, pandemic, medical epidemic, explosions and other catastrophes, governmental actions or orders, national emergency, war, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy.

### 35. COVID-19 Safety Requirements

The novel coronavirus ("COVID-19") is a contagious disease that has been declared a global pandemic by the World Health Organization. National, state, and local governmental and health authorities have issued certain health and safety requirements and guidance for the general public and for some specific events or businesses to mitigate the risk of exposure to and transmission of COVID-19. CONTRACTOR attests that it is knowledgeable of and understands all current and applicable legal requirements and guidance concerning COVID-19 health and safety practices (collectively "COVID-19 Safety Requirements") and plans to implement and require COVID-19 Safety Requirements in connection with the purpose of this Agreement. CONTRACTOR understands that the COVID-19 Safety Requirements may change from time to time and acknowledges and understands that CONTRACTOR is responsible for ensuring that worksites selected for participant work-based training programs always maintain full compliance with all COVID-19 Safety Requirements in connection with the purpose of this Agreement.

By appropriate written agreement, the CONTRACTOR shall require CONTRACTOR's subcontractors to be bound to the CONTRACTOR by terms of this Section's COVID-19 Safety Requirements and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for ensuring and requirement compliance of all COVID-19 Safety Requirements in connection with this Agreement. Each subcontractor agreement shall reserve and protect the rights of the WDC under this Agreement with respect to any issues related to COVID-19 so that subcontracting will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the CONTRACTOR that the CONTRACTOR, by this Agreement, has against the WDC.

### 36. Financial Billing and flexi

#### A. Billing Due Dates

CONTRACTOR shall submit monthly to the WDC's as outlined in section 8 and quarterly financial reports must be submitted to the budget manager no later than the 15th day of the month following the end of each calendar quarter.

#### B. Final Billing for Close-Out

CONTRACTOR shall submit a closeout package, that is supplied by the WDC within forty-five (45) calendar days, or as otherwise instructed, after the end date of this Contract or when the funding is fully utilized, whichever comes first.

#### C. Interim Billing Dates.

All Contract billings for the period through June 30 of any year will be submitted no later than August 15 of that year. This will constitute the final Agreement billing request for this time period. No charges submitted after this date will be reimbursed for any time period preceding June 30 of any year.

#### D. Quarterly Financial Reports

If required by the funding source, Financial Status Reports for the calendar quarter must be received by the WDC by the 15th day of the month following the end of the quarter. Expenditure data is required to be reported on an accrual basis. The WDC will provide CONTRACTOR with the Financial Status Report workbook to be used for this purpose.

### 37. Expenditure Restrictions

#### A. Cost Reimbursement

The contracts under this Contract are based on a cost-reimbursement method of payment unless otherwise noted in the contracts' Budget exhibit.

#### B. Purchase and Maintenance of Equipment

Equipment or capital outlays may not be purchased with contract funds provided under this Contract unless expressly allowed for in the Budget Conditions.

When allowed, all purchases must comply with 2 CFR 200.310-327, State, and the WDC property management policy. The CONTRACTOR shall obtain the WDC's written approval before purchasing equipment which has a useful life of more than one year. For equipment purchases with an acquisition cost of \$5,000 or more per unit, including all costs related to the equipment's final intended use, Awarding Agency prior approval is required and will be sought by the WDC upon written request from CONTRACTOR.

CONTRACTOR shall maintain an up-to-date inventory listing of all equipment and other assets purchased by the WDC for the CONTRACTOR's program or purchased by CONTRACTOR with funds provided under each contract referencing this Contract. CONTRACTOR shall implement adequate maintenance procedures to keep such property in good condition.

Inventory records must include the following data on each item with an acquisition cost of \$5,000 or more per unit, including all costs related to the equipment's final intended use, and/or for those items directed by the WDC to be included in the inventory: Description; serial number; title holder; acquisition date and cost; percentage of federal participation in the cost; location, use, and condition of the property; and any ultimate disposition data including date of disposal and sale price. A physical inventory of the property must be taken, and the results reconciled within the property records at least once every two years.

Equipment purchased with funds under this Contract shall be intended for use and benefit of participants and activities under the contract referencing this Contract.

Ownership of all inventoried equipment directly charged to the funds under this Contract and other assets purchased by the WDC for the CONTRACTOR's Program rests with the WDC. The WDC may take possession of all such property at any time during and upon termination or expiration of this Contract. All such property shall be returned to the WDC within thirty (30) days after the contract referencing this Contract has terminated or expired unless otherwise authorized by the WDC.

#### C. Consultants

Consultant fees paid under the Workforce Innovation and Opportunity Act funds in excess of \$710/day is not permitted, without the prior approval of the ETA Grant Officer.

#### D. Salary and Bonus Limitations

Under Public Law 113-235, Section 105, none of the funds appropriated under the heading 'Employment and Training' shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website ([Executive Senior Level \(opm.gov\)](http://www.opm.gov)). The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, considering factors including the relative cost-of cost of living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262).

#### E. Responsibility for Cost Reduction

For activities funded under this Contract, the CONTRACTOR shall identify training costs supported by other federal, state, or local programs in order to ensure that these federal funds are in addition to funds otherwise available.

### 38. Financial Documentation for Billing

Financial backup documentation is required with monthly billings. Upon request, CONTRACTOR will provide copies of actual source documents or general ledger detail supporting all invoiced expenditures at the time of billing. When general ledger detail is not available or source documentation is excessive, CONTRACTOR may provide a summary of the detail with an attestation to the validity of the information and will maintain the detailed back up.

### 39. Technology and Participant Data Management

The WDC makes use of Internet technologies to communicate with CONTRACTOR and track Contract performance. Email, web information systems, and an internet-based data management system are the primary technologies. To support this technology, CONTRACTOR must have:

- A. Business-grade, broadband internet connectivity.
- B. Network and workstation virus protection that is fully functional and updated.
- C. Individual E-mail accounts for staff working with the WDC allowing attachment.

Documentation of services will be maintained as directed by the WDC policy and procedures. CONTRACTOR is responsible for entering information into the MIS that is supported by required file documentation, staff or customer attestation, as outlined in the WDC policy and procedures. Performance reports will be available through this same system. *ETO Data Entry must be completed within 14 business days following the activity or data change* to ensure accurate and timely grant reporting.

### 40. Security of Information

#### A. Personally Identifiable Information

CONTRACTOR must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval or by court order. Recipients must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), located at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872)

#### B. Breach Notification

Any CONTRACTOR who becomes aware of any potential breach of a document or electronic file containing participant personal information will immediately notify the WDC. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of an electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

#### C. Social Security Number Use

CONTRACTOR will not print a participant's full Social Security Number (SSN) on any document that will be sent through the mail (U.S. or electronic) without a written request from the person whose SSN will be printed on the document, except as required by law. CONTRACTOR will use only the ETO ID number, or the last 4 digits of a SSN on documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, CONTRACTOR will take steps to protect the document from unauthorized disclosure. CONTRACTOR will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by state or federal law. CONTRACTOR may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No CONTRACTOR will publicly post or display a document containing a full SSN.

#### D. Data and Record Security

CONTRACTOR must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of participant personal information. Employees of CONTRACTOR with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, CDs or other media which contains personal information. CONTRACTOR must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. CONTRACTOR will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.

### 41. Program Income

Program income must be tracked by funding source and reported to the WDC on the WDC Billing Workbook at the time of each billing and in the appropriate section of the Financial Status Report. If CONTRACTOR generates program income with Contract funds, the program income must be added to the Contract, shall be considered Contract funds, and must be used or expended in accordance with the terms and conditions of this Contract and the contract referencing this Contract prior to requesting disbursement of additional funds under each contract referencing this Contract from the WDC. CONTRACTOR will comply with program income requirements outlined in 2 CFR 200.307.



#### 42. Stand-In Costs

Stand-in costs must be tracked by funding source and reported to the WDC in the appropriate section of the Financial Status Report. In order to be considered as valid substitutions, the costs shall have been reported by the CONTRACTOR as uncharged program costs under the same title and in the same program year in which the disallowed costs were incurred; shall have been incurred in compliance with laws, regulations, and contractual provisions governing funding source; and shall not result in a violation of the applicable cost limitations.

#### 43. Leveraged Resources

Leveraged resources are defined as all resources used by the CONTRACTOR to support activity and outcomes of each contract referencing this Contract, whether those resources meet Federal standards for "match" funds. Leveraged resources that were expended by the CONTRACTOR must be reported as directed by the WDC.

#### 44. Public Announcements

When issuing statements, press releases, and requests for proposals, bid solicitation, and other documents describing programs funded in whole or in part with federal money under this Contract, CONTRACTOR shall follow OMB regulations found in 2 CFR 200.318 – 200.327.

#### 45. Funding Acknowledgement

All written brochures, training materials, curriculum and other written materials whose development is supported in whole or in part with funds provided under each contract referencing this Contract must contain a funding acknowledgement. The specific language required will be provided by the WDC upon CONTRACTOR request.

#### 46. Restriction on Lobbying/Advocacy

Pursuant to P.L. 115-141, Division H, Title V, Section 503, no Federal funds may be used by a grant recipient, other than for normal and recognized executive-legislative relationships, to engage in lobbying or advocacy activities related to the enactment of Federal, state, or local legislation, regulation, appropriations, order, or other administrative action, except in presentation to Congress or a State or local legislature itself or for participation by an agency or officer a state, local or tribal government in policy making and administrative processes within the executive branch of that government.

#### 47. Veteran's Priority Provisions:

38 U.S.C. 4215 requires CONTRACTOR to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where CONTRACTOR 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 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. CONTRACTOR 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 10-09 is available [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2816](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816).

#### 48. Additional Assurance and Certification for Agreements over \$100,000

##### A. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations

By execution of this Contract, CONTRACTOR hereby provides The WDC a written assurance that the CONTRACTOR will

comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 30), and further, CONTRACTOR agrees to promptly report all infractions to the federal awarding agency and the Regional Office of the Environmental Protection Agency.

##### B. Drug Free Workplace Certificate

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about:
  - a) The dangers of drug abuse in the workplace.
  - b) The CONTRACTOR's policy of maintaining a drug-free workplace.
  - c) Any available drug counseling, rehabilitation, and employee assistance programs.
  - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs above.

#### 49. Federal Funding Accountability and Transparency Act [Federal]

The Federal Funding Accountability and Transparency Act (FFATA) require sub-recipients with federal award over \$30,000 to register and maintain a Unique Entity ID number. To obtain a UEI number see links below.

Unique Entity ID Standard for Awards Management:

[Federal Register :: Unique Entity ID Standard for Awards Management](#)  
[Unique Entity Identifier Update | GSA](#)

#### 50. Special Requirements for Conferences and Conference Space

Conferences sponsored in whole or in part by the CONTRACTOR are allowable if the conference is necessary and reasonable for the successful performance of a contract referencing this Contract. CONTRACTOR is urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. CONTRACTOR will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed. CONTRACTOR must obtain prior approval from the WDC before holding any conference utilizing grant contract funds (which includes retreat, seminar, or symposium or similar event).

#### 51. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/to> to see if a property is in compliance, or to find other information about the Act.

#### 52. Buy American Notice Requirement

None of the funds made available under this award may be expended by an entity unless the entity agrees that in expending the funds it will comply with 41 U.S.C. 8301 through 8303 (commonly known as the "Buy American Act")

### 53. Prohibition on Providing Federal Funds to ACORN

These funds may not be provided to the Association of Community Organizations for Reform now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

### 54. Prohibition on Contracting

- A.** CONTRACTOR may not knowingly enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any federal law within the preceding 24 months. Expenses prohibited or unallowable under any other federal, state or local law or regulation, including foreign travel.
- B.** CONTRACTOR may not knowingly enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- C.** No funds made available under a federal act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers of this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

### 55. Violation of the Privacy Act

These funds cannot be used in contravention of the 5 U.S.C. 552a or regulations implementing that section.

### 56. Insurance and Bonding Requirements

CONTRACTOR shall provide insurance coverage at its own expense. All insurance carried by the CONTRACTOR must be primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the CONTRACTOR.

CONTRACTOR shall be financially responsible for all deductibles or self-insured retention contained within the insurance. *Business Auto Policy Vehicle Liability Insurance*

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

#### A. Flood Insurance

No funds obtained through this Contract may be used to acquire, modernize, or construct property in identified flood-prone communities, unless the community participates in the National Flood Insurance

#### B. Commercial General Liability Insurance

CONTRACTOR shall at all times during the term of this Contract, carry and maintain commercial general liability insurance that covers bodily injury, property damage and contractual liability with the following minimum limit: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The CONTRACTOR will provide a copy of the insurance certificate naming the WDC as Additional Insured.

#### C. Industrial Insurance Coverage

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

WDC may collect from the Subrecipient the full amount payable to the Industrial Insurance accident fund. The WDC may:

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

This provision does not waive any of L&I's right to collect from the Subrecipient. The Subrecipient will provide a copy of the insurance certificate to the WDC.

### D. Professional Liability Insurance

If the Subrecipient is NOT a 1099 subcontractor to the WDC, they shall carry and maintain professional liability insurance. Such coverage shall cover losses caused by error and omissions in rendering professional services and shall have the following minimum limits: \$300,000 per incident, loss or person. The Subrecipient shall ensure employees and any of its sub-recipients are covered by professional liability insurance. The Subrecipient will provide a copy of the insurance certificate to the WDC.

### E. Bonding

The CONTRACTOR must ensure that:

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

### F. Property and Equipment

All property and equipment purchased by CONTRACTOR with funds received under each contract referencing this Contract or purchased on behalf of CONTRACTOR for the program site(s) covered under this Contract, shall be insured by CONTRACTOR at replacement value against fire, theft, and destruction equal to the full replacement cost.

### G. Certificates of Insurance

As evidence of the insurance coverage required by this Contract, the CONTRACTOR shall furnish acceptable insurance certificates to the WDC at the time, or prior to the time, CONTRACTOR executes this Contract.

### H. Additional Provisions

- 1) Material Change  
The WDC shall be given advance notice of any material change to insurance policies coverage for services provided under this Agreement.
- 2) Self-Insured  
If self-insured, the CONTRACTOR 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 CONTRACTOR's Risk Officer or appropriate individual will provide the WDC evidence of such insurance. Annually, the CONTRACTOR will provide the WDC 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 CONTRACTOR Contract and for the term of the Contract.

**57. David-Bacon Act**

The CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7). The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

**58. Internal Controls**

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

These internal controls must include assurance that the CONTRACTOR 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.

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**EXHIBIT “D”**  
EQUAL OPPORTUNITY

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## **EQUAL OPPORTUNITY IS THE LAW**

### **29 CFR Part 37.30**

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within one hundred eighty (180) days from the date of the alleged violation with either: the recipient's Equal Opportunity Officer (or person whom the recipient has designated for this purpose); or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

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

If the recipient does not give you a written Notice of Final Action within ninety (90) days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within thirty (30) days of the ninety- (90-) day deadline (in other words, within one hundred twenty (120) days after the day on which you filed your complaint with the recipient).

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

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**EXHIBIT "E"**  
CERTIFICATION REGARDING LOBBYING

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# CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

CONTRACTOR acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, that submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNED AND DATED:

Cami Eakins

Cami Eakins (Jun 29, 2023 16:25 PDT)

\_\_\_\_\_  
Authorized Signature

Jun 29, 2023

\_\_\_\_\_  
Date

Cami Eakins

\_\_\_\_\_  
Name

CEO

\_\_\_\_\_  
Title

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**EXHIBIT "F"**  
CERTIFICATION REGARDING DEBARMENT  
& SUSPENSION

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# CERTIFICATION REGARDING DEBARMENT & SUSPENSION

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

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

SIGNED AND DATED:

*Cami Eakins*

Cami.Eakins (Jun 29, 2023 16:25 PDT)

Authorized Signature

Jun 29, 2023

Date

Cami Eakins

Name

CEO

Title

---

**EXHIBIT "G"**  
SIGNATURE AUTHORIZATION FORM

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## SIGNATURE AUTHORIZATION OF THE SUBRECIPIENT / CONTRACTOR

### Contractor/Subrecipient Name

Career Path Services Employment & Training

### Persons Authorized to Sign Contract Documents (Contracts, Modifications, Closeouts)

Name	Title	Email
Cami Eakins	CEO	ceakins@careerpathservices.org
Andy Dwonch	COO	adwonch@careerpathservices.org
Ron Poplawski (Closeouts only)	Director of Finance	rpoplawski@careerpathservices.org

### Persons Authorized to Sign Invoices

Name	Title	Email
Ron Poplawski	Director of Finance	rpoplawski@careerpathservices.org
Andrea Allbery	Lead Accountant	aallbery@careerpathservices.org
Maggie O'Brien	Lead Accountant	mobrien@careerpathservices.org
Jessica Brasher	POST Manager	jbrasher@careerpathservices.org

### Persons Authorized to Email Invoices

Name	Title	Email
Andrea Allbery	Lead Accountant	aallbery@careerpathservices.org
Maggie O'Brien	Lead Accountant	mobrien@careerpathservices.org
Ron Poplawski	Director of Finance	rpoplawski@careerpathservices.org
Dawn Haight	Accountant	dhaight@careerpathservices.org










# 23-119-OPR CPS

Final Audit Report

2023-06-30

Created:	2023-06-29
By:	WDC SEATTLE KC (contracts@seakingwdc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZEQuOw7DCoDsGDsJDhXoEEYvxRPPU2t

## "23-119-OPR CPS" History

-  Document created by WDC SEATTLE KC (contracts@seakingwdc.org)  
2023-06-29 - 10:04:44 PM GMT- IP address: 71.231.155.218
-  Document emailed to ceakins@careerpathservices.org for signature  
2023-06-29 - 10:06:34 PM GMT
-  Email viewed by ceakins@careerpathservices.org  
2023-06-29 - 11:25:07 PM GMT- IP address: 104.47.73.126
-  Signer ceakins@careerpathservices.org entered name at signing as Cami Eakins  
2023-06-29 - 11:25:47 PM GMT- IP address: 207.108.63.26
-  Document e-signed by Cami Eakins (ceakins@careerpathservices.org)  
Signature Date: 2023-06-29 - 11:25:49 PM GMT - Time Source: server- IP address: 207.108.63.26
-  Document emailed to Marie Kurose (mkurose@seakingwdc.org) for signature  
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-  Document e-signed by Marie Kurose (mkurose@seakingwdc.org)  
Signature Date: 2023-06-30 - 3:29:48 PM GMT - Time Source: server- IP address: 24.17.46.20
-  Agreement completed.  
2023-06-30 - 3:29:48 PM GMT