



**Workforce Development Council of Seattle-King County
WIA Title 1B WorkSource Operator Services Contract # 11/181-OPR
Statement of Work**

July 1, 2011 – June 30, 2012

I. BACKGROUND

WIA regulations require that local workforce boards select an Operator or Consortium of Operators to administer the area's "one stop" centers/system. The Seattle-King County WorkSource Operator Consortium was selected through a competitive procurement process in Spring 2010. The Consortium is responsible for creating an outstanding employment and training service delivery system throughout King County.

The Operator Consortium oversees the WorkSource operations at the site level and as a system across the centers, affiliates and connection sites. This includes maintaining standards and accountability, promoting consistent, coordinated, and quality services, supporting communication within and across sites, delivering staff training and implementation of business services and related events.

The WorkSource Operator Consortium is responsible for working in close partnership with the WDC to provide guidance and leadership to the WorkSource system to achieve high quality customer service, outstanding business services, clear, consistent communications and superior system compliance through the following outcomes:

- Deliver a high-quality, consistent set of services to jobseeker and employer customers across WorkSource sites
- Ensure a mix of services that allow the system to serve a diverse customer base
- Coordinate services and funding to support customer access to and success in post-secondary education
- Support customers progress toward economic self-sufficiency
- Promote industry sector and employer-driven strategies to successfully connects job seekers to businesses
- Maintain and consistently improve the integration of services and service providers within WorkSource and within the community
- Ensure high levels of accountability, cost-efficiency, and creativity to maximize resources and customer satisfaction

In addition, the Operator Consortium agrees to abide by the WorkSource Seattle-King County Partnership Agreement and the terms and conditions set forth in the Memorandum of understanding for WorkSource Seattle-King County, viewable at www.seakingwdc.org.

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II. OPERATOR WORK COMPONENTS

WorkSource Operators are responsible for the following three major work components:

Component 1: WorkSource System Oversight and Accountability

Operators are responsible for implementing and managing the WorkSource system under policies and guidelines established by the WDC, the State of Washington, and the federal government. Under this component, the Operators:

- Coordinate with the WDC to ensure system-wide standards are achieved
- Work in partnership with WIA service providers and other WorkSource partners
- Utilize continuous quality improvement tools and systemize their usage across the system
- Review performance according to system goals, and provide guidance for improvements as necessary
- Oversee data sharing agreements and system policies
- Oversee system customer assessment inventory and protocols

Component 2: WorkSource Integration & Communications

Operators and their staff are responsible for promoting and facilitating integration of service delivery in the Seattle-King County WorkSource system. Examples of services to be provided under this work component include:

- Provision of information and technical assistance to all WS sites (including connection sites) to maintain certification and integration standards
- Management of resource sharing and allocation in the WorkSource system, including management of universal core services
- Support for the “honest broker” referral function
- Assisting in the marketing of the WorkSource system
- Organizing meetings of the WorkSource Operators, site managers, and partners as necessary
- Conducting customer satisfaction surveys
- Supporting clear consistent system communications
- Coordinating staff competency training
- Coordinating with training institutions and community partnerships

Component 3: Business Services

Operators and their staff serve employers while advancing WorkSource as a valuable resource for the business community. The Operators and their staff coordinate services to employers and develop strategies to improve and increase services to employers based on best practices, while also striving to increase employment opportunities for job seekers. WorkSource Operators are responsible for promoting and assessing progress toward achieving the dual goals of working with employers (described under Key Strategy #4 below).

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III. KEY STRATEGIES

The WorkSource system and related services should be designed and delivered to support customer progress toward economic self-sufficiency. The Workforce Development Council (WDC) recognizes that progress toward economic self-sufficiency requires a diverse set of services customized to individual need, and has identified four key strategies that contribute to success (in no order of priority):

Strategy #1: Realize the One-Stop Vision

Four principles guide the WorkSource system and service delivery: universal access, integration, customer choice, and accountability. WorkSource Operators should carry out the work components described above in a manner consistent with these four principles.

Strategy #2: Reduce poverty through post-secondary attainment

The WDC recognizes that access to, and completion of, post-secondary education opportunities is a key strategy for promoting progress toward economic self-sufficiency. WorkSource Operators should work closely with WorkSource partners and the WDC, to support the system in helping customers access and succeed in post-secondary education and training.

Strategy #3: Serve a Diverse Customer Base

The WDC respects, values, and celebrates difference. We strive to maintain a high level of cultural awareness and believe that cultural competence is a developmental process which evolves over time. We feel it is critical that our organizational policies and operation, as well as the services we support, reflect the value that we place on honoring individual difference. WorkSource Operators should provide guidance and analysis to the system to ensure that a diverse customer base, representative of the diverse population in King County, has access to the services of WorkSource.

Strategy # 4: Promote Sector and Employer-Driven Strategies

The dual goals of working with employers are to (1) assist employers and industries critical to our local economy in meeting their workforce needs, and (2) expand employment for job seekers and catalyze their advancement in high-skill and high-wage opportunities. The WDC supports identifying and addressing employers' workforce needs while promoting a skilled workforce. WorkSource Operators should promote employer and sector-based approaches within the system that help achieve these dual goals. Such approaches may target the WDC's priority sectors—Healthcare, Manufacturing/Aerospace, Construction/Green Jobs—and/or other sectors with critical workforce needs, particularly those that offer a platform from which a career pathway can be built.

IV. OPERATOR STAFF

The WorkSource Operator Consortium will be staffed with the following positions, with the following roles and responsibilities that are further articulated in Section V. Contract Deliverables:

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Quality Services Lead

This position focuses on system-wide quality and performance monitoring and reporting in the areas of state and local policy, consistency of job seeker services and the identification of gaps, making recommendations and sharing best practices. This will include ongoing technical assistance to sites in these areas as well as preparing reports, benchmarking and tracking progress.

Communication Lead

This position is responsible for promoting integration of service delivery by providing tools to facilitate timely and clear communication among WorkSource staff, customers, partner agencies, and others. This includes the maintenance of current internal communications tools, such as the WorkSource Seattle-King County intranet, as well as researching the expansion and innovation of social media presence. This position works in close collaboration with WDC to create and implement WorkSource marketing and communications strategies. The Communication Lead is also responsible for coordinating the local Rapid Response Team.

Integration Lead

This position focuses on the system and site integration of the multiple programs and services within WorkSource Seattle-King County through the planning and facilitation of consistent partner and site meetings, leading system continuous quality improvement teams based on customer feedback and/or re-certification efforts, and supporting staff contributions to site services. The role also ensures a comprehensive and competency-based staff training strategy is accessible to all staff. This position also leads partnership engagement strategies between WorkSource and other educational and community-based organizations.

Administrative Assistant

The Administrative Assistant will support Consortium leadership and the integration team. Specific duties include:

- Record/distribute meeting minutes (all minutes to Operators)
- Schedule and support meeting set-up for Operators, staff, partners
- Track assignments and maintain any necessary databases
- Prepare/distribute system-wide communication as directed by the Operators and the Integration Team
- Prepare quarterly reports for the WDC on deliverables for the Operator contract.
- Track staff training attendance and report to Operators
- Perform staff training and customer evaluations
- Customer workshops entered
- Increase and support system staff participation

Business Services Manager

The Business Services Manager will work with the Operator Consortium to ensure integration of business services into the SKC sites. (See Section V. Contract Deliverables for more information.)

STAFF COORDINATION

The Quality Services Lead, Integration Lead, Communications Lead, and the Administrative Assistant will collaborate by:

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- Designing and implementing an annual work plan to designate tasks and deadlines to be approved by Operators Consortium leadership,
- Meeting monthly to review plan progress, and
- Meeting monthly with Operators' Consortium leadership to review assignments, evaluate progress and develop new strategies as needed.

STAFF LOCATIONS

- Quality Services Lead – WorkSource Renton
- Communications Lead – WorkSource Downtown Seattle
- Integration Lead – WorkSource Renton
- Administrative Assistant – WorkSource Renton
- Business Services Manager (leveraged resource) – WorkSource Renton

V. CONTRACT DELIVERABLES

The WorkSource Operator Consortium is responsible for the following program deliverables:

Activity	Deliverable(s)	Completion Date	Lead Staff	Other Staff Involved
Oversight and Accountability of the WorkSource System				
WorkSource policy maintenance and support	To identify and ensure policy compliance and address any issues identified.	Ongoing	Quality Services Lead	Admin. Asst.
Ensure accurate and timely system agreements are in place.	Update Partnership Agreement for the current program year. Support completion of system Site Contribution Plans as needed.	09/30/2011	Integration Lead	
Identify continuous quality improvement (CQI) goals at each site in the system.	To identify CQI's as part of the recertification process and provide technical assistance to all sites.	12/31/11	Integration Lead Quality Services Lead	Admin Asst.

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Activity	Deliverable(s)	Completion Date	Lead Staff	Other Staff Involved
Ensure documentation of a customer-focused referral process to appropriate services/ programs at each site.	Support each site in the development of a written plan that is shared with all site staff.	3/31/12	Integration Lead	
Participate in WorkSource System re-certification process	Completion of re-certification of all SKC sites.	December 2011	Integration Lead	Quality Services Lead, Comm. Lead, Admin. Asst.
Technical assistance to WS system partners	Provide a tracking system and report quarterly to the Operators	Ongoing	Quality Services Lead	Other team members
WorkSource Integration and System Communications				
Develop a method to cross train site managers as a method to impact quality.	Quarterly report on progress	Ongoing	Quality Services Lead	
Work with Site Managers to inventory workshops and determine responsiveness to current customer needs. Make modifications as needed.	Quarterly report on progress	Ongoing	Quality Services Lead	
Develop and implement program year goals for the WorkSource Marketing/ Communications plan in partnership with WDC Communications Manager. Focus on:	2011-2012 Quarterly Progress updates	09/30/11 12/31/11 3/31/11 6/30/12	Comm. Lead	

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Activity	Deliverable(s)	Completion Date	Lead Staff	Other Staff Involved
Assess, update and implement staff training plan for the program year	Regular scheduled workshops with evaluations Determine and develop new training curricula or workshops as needed.	Quarterly	Integration Lead	Admin. Asst.
Prepare, communicate and facilitate system integration meetings (Operator, KC Partnership and Site) throughout PY 11		Ongoing	Integration Lead Admin. Asst.	
Lead college engagement and partnership strategies with post-secondary (2 and 4 year) and other training institutions	Four meetings to be scheduled Continue to evaluate readiness for WorkSource customers to enter vocational and post-secondary education. Increase partnerships to support college readiness.	Quarterly	Integration Lead	
Conduct customer satisfaction surveys, focus group, or implement other strategies to measure customer satisfaction no less that twice during the program year.	Review customer satisfaction assessment tools and revise if needed. Coordinate assessment of customer satisfaction at all Centers and Affiliates and report results.	9/30/11 12/31/11 06/30/12	Comm. Lead	
Manage, update and maintain WorkSource SKC website with input from WDC project manager.	Report website changes and updates.	Quarterly	Comm. Lead	
Report Operator activity and progress at WDC Committee meetings as requested	Reports for the ECC as requested.	1 st ECC mtg. each quarter	Operators	

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Activity	Deliverable(s)	Completion Date	Lead Staff	Other Staff Involved
Lead the Rapid Response Team including coordination and survey collection.	Report Rapid Response Activities	Quarterly	Comm. Lead	Other team leads
Business Services				
Create a plan for the countywide delivery of SKC WorkSource in coordination with the WDC (in accordance with WSID Policy: 1014).	Completed business plan	July 31, 2011	Business Services Manager	
	Draft and ECC Review	July 12, 2011		
Connect with high growth/high demand sector businesses - outlined in Strategy #4 – in coordination with WDC Industry Demand Committee and WDC Business Services	Quarterly reports on progress to include the ability to pull reports from SKIES by documentation in Employer Services Tab	Ongoing	Business Services Manager	
Target businesses that match job seeker skills	Included in quarterly reports	Quarterly	Business Services Manager	
Improve job matching and referral process.	Quarterly reports on progress Including implementation of "Quality Job Referral Project" recommendations as appropriate for sites. Also includes progress on training for all WorkSource programs who utilize the referral system.	Quarterly	Business Services Manager	
Increase hire rate and hourly wages.	Quarterly reports on progress Baseline measurements and benchmark reports. Performance measurement and implementation. TBD.	Quarterly	Business Services Manager	

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Activity	Deliverable(s)	Completion Date	Lead Staff	Other Staff Involved
Form and maintain site interagency teams to support business services and job seeker connections	Quarterly reports on progress Pending funding and approval- CRM/Talent Recruit solution implementation.	Quarterly	Business Services Manager	
Gather business satisfaction data; report results to WDC	Quarterly reports on progress In accordance with benchmarks set for employer satisfaction ratings in WDC Business Services Plan	Quarterly	Business Services Manager	
Report on number of New Employers contacted and offered services.	Quarterly reports on progress	Quarterly	Business Services Manager	

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GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

PART I: DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below.

- A. "CONTRACTOR" shall mean one, not in the employment of the WDC or grantor, who is performing all or a part of the activities funded under this Contract under the auspices of the WDC or grantor.
- B. "WDC" shall mean the Workforce Development Council of Seattle-King County.
- C. "DISPUTE" shall mean a conflict or controversy; a conflict of claims or rights; an assertion of a right, claim or demand on one side met by contrary claims or allegations on the other.
- D. "MINORITY BUSINESS ENTERPRISE," "MINORITY-OWNED BUSINESS ENTERPRISE," or "MBE" shall mean a business organized for profit, performing a commercially useful function, which is legitimately owned and controlled by one or more minority individuals or minority business enterprises certified by the Office of Minority and Women's Business Enterprises. The minority owners must be United States citizens or lawful permanent residents.
- E. "WOMEN'S BUSINESS ENTERPRISE," "WOMEN-OWNED BUSINESS ENTERPRISE," or "WBE" shall mean a business organized for profit, performing a commercially useful function, which is legitimately owned and controlled by one or more women or women's business enterprises certified by the Office of Minority and Women's Business Enterprises. The women owners must be United States citizens or lawful permanent residents.

PART II: GENERAL CONDITIONS

A. ACCESS TO RECORDS AND FACILITIES

The Office of the State Auditor, federal grantor agency, the awarding agency, the Comptroller General of the United States, any of their authorized representatives, and any persons duly authorized by the WDC shall have full access to and the right to examine and copy any and all books, records, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. Access shall be at all reasonable times during the record retention period.

The Office of the State Auditor, federal auditors, the WDC, and any persons duly authorized by the WDC shall have the right of access at all reasonable times in order to examine and inspect any site where any phase of the program is being conducted, controlled or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this Contract.

The Contractor shall include these requirements in all approved contracts awarded to Sub-Contractors.

B. ADMINISTRATION OF OFFERER

Any organization operating a program funded by the WDC shall have demonstrated administrative and accounting capabilities necessary to safeguard WDC funds.

C. ASSIGNABILITY

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

D. ASSURANCES

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

If this Contract is funded by the Workforce Investment Act (WIA), the Contractor shall conduct the program in accordance with the existing or hereafter amended WIA, the U.S. Department of Labor's regulations relating to WIA, and the Washington State WIA Provisions.

In performing its responsibilities under this contract agreement, the awardee hereby certifies and assures that it will fully comply with *WDC local policies (posted at <http://www.seekingwdc.org>)*, *Federal and State policies as they pertain to funding/grant source*, and the following regulations and cost principles, including any subsequent amendments:

Uniform Administrative Requirement:

- 29 CFR Part 97, for State/Local Governments and Indian Tribes;
- 29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations.

Cost Principles: (subject to the exception specified at 20 CFR Part, 667)

- OMB Circular A-87, for State/Local Governments and Indian Tribes;
- OMB Circular A-21, for Institutes of Higher Education; or
- OMB Circular A-122, for Non-Profit Organizations.

Other Requirements:

- 20 CFR Parts 652, et al, As Applicable
- 29 CFR Part 96, Single Audit Act
- 29 CFR Part 93, Lobbying Certificate
- 29 CFR Part 37.20, Assurances
- 29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements
- 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace

E. BONDING

The Contractor shall ensure that:

1. Every officer, director, or employee who is authorized to act on behalf of the Contractor or any Subcontractors for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be bonded to provide protection against loss.
2. 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.
3. If requested, the Contractor will provide a copy of the certification from the bond-issuing agency.

F. CANCELLATION OF AWARD

The WDC reserves the right to cancel an award immediately if new State or Federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program.

G. CHANGES AND MODIFICATIONS

The WDC may initiate changes in the services to be performed, or in the project undertaken, when such changes are necessitated by actions of the Employment and Training Administration, U.S. Department of Labor (DOL), as empowered by the Act or Federal Regulations promulgated thereunder. Such changes, including any increase or decrease in the amount of reimbursement, shall be incorporated as a written modification to the Contract.

The WDC reserves the right to unilaterally modify the contract as a result of Federal or State imposed requirements. In these cases, the WDC will notify the Contractor in writing. Upon receipt of such notification, and within 5 working days, the Contractor shall have the option of agreeing to such amendment or notifying the WDC it cannot comply and terminate the contract, as specified in **Section JJ-Termination**.

The WDC reserves the right to modify this contract in whole or in part within ten (10) calendar days written notice in the event expected or actual funding is withdrawn, reduced or limited in any way after the effective date of this contract and prior to normal completion thereof. The WDC agrees to pay the Contractor for all work performed prior to the effective date of modification, provided that such services performed are in accordance with the provisions of this contract.

H. CHOICE OF LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in King County.

I. COMPLAINT AND HEARING PROCEDURE

The Contractor shall abide by an applicable Complaint and Hearing Procedure. If enrollment of participants is part of this contract, the Contractor agrees to implement and maintain a Complaint and Hearing Procedure. All participants shall be informed, in writing, of the Complaint and Hearing Procedure and that it is available for their review.

J. CONFLICT OF INTEREST/CODE OF CONDUCT

Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this Contract, shall avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

Gratuities in the form of entertainment, gifts or otherwise offered by the Contractor, or an agent or representative of the Contractor to any officer or employee of the Grantor or WDC, with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination will render this Contract voidable at the option of the WDC and may justify further action under RCW 42.52.

Contractor shall have a written Code of Conduct for procurement, award, and administration of contracts. The Code of Conduct regarding the conflict of interest shall contain penalties, sanctions or other disciplinary actions. The Code of Conduct shall apply to Contractor staff. The Code of Conduct shall ensure that no one in a decision-making capacity shall have a real or apparent conflict of interest in the selection, award, or administration of contracts or subcontracts. A conflict of interest arises when any of the following have a financial interest or other interest in the firm or organization selected for award:

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

The officers, employees, or agents of the Contractor making the award will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Contractor may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

A Contractor cannot be involved with decision making if there is a direct financial benefit. However, Workforce Development Council membership or receipt of funds to provide training and related services do not violate WIA Section 111(f) and Section 117(g).

K. CONTRACTOR REGISTRATION

If required, the Contractor agrees to complete registration with the Department of Revenue, Department of Labor and Industries and Employment Security Tax Administration by having filed a master business application prior to the execution of this Contract and to pay any taxes, fees or deposits required by the state as a condition of providing services under this Contract. Contractor will provide the WDC with its Washington Unified Business Identifier (UBI) number or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987, if requested by the WDC. The required information will be provided prior to the Contractor commencing services under this Contract. Contractors from other states must provide proof as a legally established business entity according to IRS rules.

L. CORRECTIVE ACTION POLICY AND PROCEDURE

In the event the WDC determines that a breach of contract, including but not limited to the lack of acceptable performance or suspected fraud, abuse, or other criminal activity has occurred in the Contractor's compliance with the conditions of this contract, and the situation is deemed by the WDC to merit corrective action, the following sequential procedure will be implemented:

1. The WDC will notify the Contractor formally in writing of the perceived breach of contract and/or the Contractor's lack of acceptable performance;
2. The Contractor will respond to the WDC's concerns by providing in writing a proposed plan of corrective action including proposed completion date for bringing the contract into compliance. Such response must be received by the WDC within ten (10) working days of the date of the Contractor's receipt of the WDC's formal notification;
3. The WDC will notify the Contractor in writing as to the final disposition of the WDC's concerns. The determination of the sufficiency of the Contractor's corrective action plan and implementation schedule shall be at the sole discretion of the WDC;
4. If the Contractor does not respond within the appropriate time with a corrective action plan, or fails to implement the plan to the satisfaction of the WDC, the WDC reserves the option of serving a reduction or termination notice on the Contractor that will become effective twenty (20) working days after receipt. The WDC shall be liable for payment only for services rendered prior to the effective date of the notice provided that such services performed are in accordance with the terms and provisions of this contract.

If necessary, the WDC reserves the right to suspend, in whole or in part, the contract, and to withhold further payments, or to prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action.

M. DEBARMENT AND SUSPENSION

The WDC shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension, codified at 29 CFR part 98.

N. DISPUTE/APPEAL

The Contractor must file with the WDC in writing within 15 calendar days of when the Contractor believes the complaint (act, event, default) in question occurred. This notice must clearly state the reason for the complaint, the law, regulation or contract provision that has been violated and the remedy sought. The WDC will, based on all factors, render a decision upon the matter. If the Contractor disagrees with the resolution reached, they have 15 calendar days from the date of the WDC's written decision to submit a request for further appeal. This request, clearly stating the reason for the appeal, the law, regulation or contract provision that has been violated and the remedy sought, shall then be taken before an Administrative Law Judge through the Washington State Office of Administrative Hearings for arbitration in Seattle, Washington. The arbitrator's findings, decisions, and awards shall be final, binding and conclusive on both the parties hereto and judgment hereto may be entered in any court or forum having jurisdiction. All costs shall be borne equally by both parties, with the exception that each party is responsible for its own legal fees.

Any written filing submitted by the Contractor must contain all elements specified above or it will not be considered to have been filed.

O. DRUG-FREE WORKPLACE

All Federal grant recipients and sub-recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 98.

P. DUPLICATION OF BILLED COSTS

The Contractor shall not bill the WDC for costs if the Contractor is being paid by another funding source for those same costs. Duplicate payments shall result in the disallowance of WDC reimbursements.

Q. EQUIPMENT MANAGEMENT AND INVENTORY

The purchase, maintenance and inventory of any equipment purchased under this contract will follow procedures as proscribed in WDC Policy #04-2002, 'Equipment Management & Inventory Policy'.

R. FRAUD, ABUSE, OR OTHER CRIMINAL ACTIVITY

The Contractor or its subcontractors shall report to the WDC immediately all information and complaints involving suspected fraud, abuse or other suspicious activity (20 CFR 629.55). The following categories fall under this section:

Fraud, Misfeasance, Nonfeasance, or Malfeasance: Any alleged deliberate action that is apparently in violation of Federal statues and regulations. This category includes, but is not limited to, indications of bribery, forgery, extortion, embezzlement, theft of participant checks, kickbacks from participants, intentional payments to a contractor without the expectation of receiving services, payments to ghost enrollees, misuse of appropriated funds and misrepresenting information in official reports.

Misapplication of Funds: Any alleged use of funds, assets or property not authorized or provided for by grantor or regulations, grants or contracts. This category includes, but is not limited to, nepotism, political patronage, use of participants for political activity, ineligible enrollees, conflict of interest, failure to report income from Federal funds, violation of contract/grant procedure, and using grantor funds for other than specified purposes.

Gross Mismanagement: Actions or situations arising out of management ineptitude or oversight which lead to major violations of grantor specifications or processes, regulations, or contract/grant provisions which severely hamper accomplishment of program goals. These include situations that lead to waste of government resources and put into serious jeopardy future support for a particular project. This category includes, but is not limited to, unauditable records, unsupported costs, highly inaccurate fiscal reports and/or program reports, payroll discrepancies, payroll deductions not paid to Internal Revenue Service, and lack of good internal control procedures.

Employee/Participant Misconduct: Actions, occurring during or outside work hours, which reflect negatively on the WDC mission. This may include, but is not limited to, conflict of interest or the appearance of conflict of interest involving outside employment, business, and professional activities; the receipt or giving of gifts, fees, entertainment, and favors; misuse of Federal or State property; misuse of official information; and such other activities as might adversely affect the confidence of the public in the integrity of the Federal or state government, as well as serious violations of Federal and state laws.

The Contractor should ensure that their personnel and contractors are familiar with the procedures of reporting suspected or known criminal activity or program abuse.

S. INDEMNIFICATION

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees or agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

T. INDEPENDENT CAPACITY OF CONTRACTOR

The parties declare that the Contractor and any agents and employees of the Contractor, in the performance of this Contract, are acting as independent contractors and not in any manner as officers or employees or agents of the WDC or the grantor.

U. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall provide or purchase industrial insurance coverage prior to performing activities under this Contract. The WDC or grantor will not be responsible for payment of industrial insurance premiums or for any other claim or benefits for this Contractor, or any Subgrantee, or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract. Should the Contractor fail to secure industrial insurance coverage or fail to pay premiums on behalf of its employees, the WDC may deduct the amount of premiums owing from the amounts payable to the Contractor under this Grant and transmit the same to the Department of Labor and Industries, Division of Industrial Insurance.

V. INFORMATION TECHNOLOGY RESOURCES

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

All WorkSource partners, customers and WIA service providers must conform to WIA Policy #3460 and ESD Policy and Procedure #2016, each of which are hereby incorporated by reference, when using ESD-provided state-owned information technology resources.

W. INSURANCE

Commercial General Liability Insurance. The 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.

Business Auto Policy. The 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, subgrantees or volunteers are used to provide services in performance of this Contract.

Professional Liability Insurance. The Contractor 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 Contractor shall ensure employees and any subgrantees are covered by professional liability insurance.

Additional Provisions:

1. **Material Changes:** The WDC shall be given advance notice of any material change to insurance policies coverage for services provided under this Contract.
2. **Identification:** The policy shall reference this Contract Number.
3. **Insurance Carrier Rating:** The insurance required shall be issued by insurance companies authorized to do business within the State of Washington. Insurance is to be placed with an insurer that has a "Best" rating of A-, Class VII or better. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a Best's rating lower than A-, Class VII.
4. **Excess Coverage:** The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified.
5. **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 Contract, and that the Contractor's Risk Officer or appropriate individual will provide the WDC evidence of such insurance.
6. The Contractor is required to provide the WDC with a copy of the applicable insurance face sheet(s) or certification of self-insurance reflecting these coverages. Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the Contract.

X. LOBBYING ACTIVITIES

The Contractor shall make available upon request certification of compliance with 29 CFR 93 regulations, which restrict lobbying. The Contractor shall also make available upon request required disclosure information if the Contractor participates in lobbying activities during the Grant period.

Y. NONDISCRIMINATION

The Contractor shall comply with the nondiscrimination and equal opportunity laws described in Section 188 of WIA of 1998, including Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990.

The Contractor shall promptly notify the WDC EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Federal program or activity.. The WDC EO Officer will notify the Director, Civil Rights Center (CRC), Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.

The Contractor shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places; 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 file. All medical information and/or information regarding a participant's disability must be kept confidential and maintained in a file that is separate from the participant's file.

The 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 federal financially assisted programs or activities.

"(NAME OF ORGANIZATION) is an equal opportunity employer and provider of employment and training services. Auxiliary aids and services are available upon request to persons with disabilities."

Z. PROGRAM ELIGIBILITY

The contractor shall adhere to eligibility requirements as stated in WDC policies and/or grant guidelines. All eligibility must be documented and available for review by WDC monitors.

AA. PROGRAM EVALUATION

To ensure timely and appropriate evaluation of WDC programs, the WDC may conduct ongoing evaluations of Contractors. This will include both quantitative and qualitative elements. The quantitative results will come for the most part from the MIS data and will include analysis of enrollments and outcomes, including, for example, placements, retentions, etc.

The qualitative assessment will be based on observation of program activities against quality criteria developed to evaluate program performance outcomes, the quality of and intensity of services and program management.

The evaluation results will be to improve program services across the WDC system and will also serve as the basis for continued funding.

BB. PROGRAM INCOME

The term “Program Income” means revenues earned in excess of costs. Program income shall also include earnings realized from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, rental fees, interest, sale of royalties, patent or copyrights. Any public agency or private non-profit organization that generates program income under a WDC contract may use program income during the program year in which the contract ends to carry out any authorized grantor activity. Any income unexpended after the designated period shall be returned to the WDC. A program year begins July 1 and ends on June 30. Program Income must be used in the cost category in which it was realized. All program income must be reported to the WDC on the contract closeout package.

CC. RECORDS RETENTION

The Contractor shall:

1. Retain all financial, statistical, property and participant records, and supporting documentation for a period of three years from the date of submission of the final expenditure report.
2. Retain records for non-expendable property for a period of three years from the date of submission of the final expenditure report or three years after final disposition of the property, whichever is later.
3. Retain those records mentioned in 1. and 2. beyond the three year period if any litigation or audit has begun, or if a claim is instituted involving the Contract, or agreement covered by the records. In these instances, the records will be retained three years after the litigation, audit, or claim has been finally resolved.
4. Records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint.

DD. RESOLUTION OF CONFLICTING PROVISIONS

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

1. The existing or hereinafter amended federal law and regulations relating to program, the Washington State Policies, and any applicable Washington State Regulations.
2. The Contract and its modifications.
3. The Local Operations Plan and its modifications for this Workforce Development Area as filed with the Employment and Training Division of the Department.

EE. SAFEGUARDING OF CLIENT INFORMATION

The use or disclosure by any party of any information concerning a program recipient or client for any purpose not directly connected with the administration of the WDC's or the Contractor's responsibilities with respect to contracted services provided under this Grant is prohibited except by written consent of the recipient or client, or his/her legally authorized representative.

FF. SINGLE AUDIT ACT REQUIREMENT

As a subrecipient of federal awards as defined by the Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The Contractor shall make records available for review or audit by officials or representatives of the WDC, the federal awarding agency, the General Accounting Office, the Comptroller General of the United States, the Employment Security Department, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its subcontractors and subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

Contractors who are expending \$500,000 effective FY ending after December 31, 2003 or more in federal awards from any and/or all sources, shall procure a single or program-specific audit for that year. Upon completion of each audit, the contractor or subrecipient shall submit, to the WDC, the appropriate documentation as required in OMB Circular A-133. Moreover, an entity that is not required to obtain an independent audit may not expend Federal funds on the conduct of an audit should the agency choose to have one conducted.

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

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

HH. SUBCONTRACTOR COMPLIANCE

In the event the Contractor enters into any subcontract agreement funded by these grant funds, the Contractor shall be responsible for Subcontractor compliance with these general conditions and shall ensure that the Subcontractor spends the funds only for allowable activities.

II. TAXES

It is mutually agreed and understood that all payroll taxes, unemployment contributions, and other taxes, insurance or other expenses for the Contractor staff, shall be the sole liability of the Contractor.

JJ. TERMINATION

Either party may terminate this contract for any reason by providing written notice to the other party 30 days prior to the effective date of termination. The specific basis for termination of this contract shall not in any manner modify or impair the foregoing general power of termination of the WDC.

Termination for Cause: The WDC may terminate the contract if, after following the provisions set forth in this contract, it determines the Contractor has failed in the performance of the covenants and obligations of this contract. The WDC shall notify the Contractor in writing of the termination and reasons for the termination, together with the effective date. Liability of the WDC for payment under this contract shall extend only to such services as provided by the Contractor prior to the date of termination provided such payment is in accordance with the provisions of this contract.

The WDC may, by written notice to the Contractor, terminate the right of the Contractor to proceed with this contract if it is found, after notice and hearing by the WDC, that any gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the WDC in an effort to obtain this contract.

Termination for Convenience: Either party may, without cause, at any time during the term of this contract, terminate this contract by giving a written notice of its intention to terminate the contract upon a specific date. If the party giving the termination notice does not withdraw the notice in writing, this contract shall terminate on the date specified upon expiration of a twenty-day period from the date of the letter.

Termination for Funding Reasons: The WDC may unilaterally terminate this contract in the event that funding from federal, state or other sources becomes no longer available, or is not allocated for the purpose of meeting the WDC's obligation hereunder. In the event funding is limited in any way, the contract is subject to renegotiation under any new funding limitations and conditions. Such action is effective upon receipt of written notification by the WDC.

KK. UNION COMPLIANCE

When providing on-site training in occupations in which the employer has a collective bargaining agreement, the Contractor shall obtain written concurrence from the appropriate bargaining agent (appropriate local labor union). The components of the written concurrence are wages, working conditions and fringe benefits. If no response is received from the bargaining agent within 30 days after written notification, the Contractor may proceed. Documentation will be made available upon request by the WDC.

LL. USE OF NAME PROHIBITED

The Contractor shall not in any way contract on behalf of or in the name of the WDC.

MM. WAIVER

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

NN. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

OO. CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

PP. SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public

Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, 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, except as provided for under section 101 of Public Law 109-149. This limitation shall 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 sub-recipients of such funds, taking into account factors including the relative 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 number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

QQ. WAGES AND HOURS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)

RR. BUY AMERICN NOTICE REQUIREMENT

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)

SS. INTELLECTUAL PROPERTY RIGHTS

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

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

"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not

necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner.”

TT . ACORN PROHIBITION

Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) (“CAA”), requires that no direct or indirect funding from the Consolidated Appropriations Act may be provided to the Association of Community Organizations for Reform Now (“ACORN”) or any of its subsidiaries through Federal grantees or contractors. DOL is required to take steps so that no Federal funds from the Consolidated Appropriations Act, 2010, are awarded or obligated by DOL grantees or contractors to ACORN or its subsidiaries as sub-grantees, subcontractors, or other sub-recipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a sub-recipient (e.g., a subcontractor, sub-grantee, or contractor of a grantee).

UU . RIGHTS TO INVENTIONS

Rights to inventions made under a contract or agreement – as required by 29 CFR, Part 95.48, Appendix A, “contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.”



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

EQUAL OPPORTUNITY IS THE LAW
29 CFR Part 37.30

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

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 Investment Act of 1998 (WIA), 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 WIA 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 WIA 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 activity.

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

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

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

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