

CONTRACT AMENDMENT C

This CONTRACT AMENDMENT is made and entered into between **OLYMPIC CONSORTIUM, through Kitsap County, its administrative entity**, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "**CONSORTIUM**", and Olympic Educational Service District 114, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-368-21, and executed on July 12, 2021 , shall be amended as follows:

1. Contract Amount: The contract amount is being increased by \$222,430 creating a new contract balance of \$594,430.
2. Contract Term: The contract term is extended to date of execution – March 31, 2025.
3. Attachment A-Special Terms and Conditions: The Special Terms and Conditions Section F *Budget and Plans Part 2 Plan Standards* removes plan standard #2-Total Exits from contract. Therefore, the Special Terms and Conditions shall be replaced in its entirety and replaced with the attached.
4. Attachment B - Statement of Work: The Statement of Work shall be replaced in its entirety and replaced with the attached.
5. Attachment C - Budget & Performance Outcomes: The Budget and Performance Outcomes shall be replaced in its entirety and replaced with the attached.
6. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon date of execution.

DATED this 4/20/2023 day _____, 2023

DATED this 8th day May, 2023.

CONTRACTOR: Olympic Educational Service District 114

DocuSigned by:
Aaron Leavell
090EB4828DE04ED

Name: Aaron Leavell
Title: Superintendent

DocuSigned by:
Susan Lathrop
205853903DA14B8

Name: Susan Lathrop
Title: Assistant Superintendent

DocuSigned by:
Jason Rhoads
5FAAC1758C0847F

Name: Jason Rhoads
Title: Assistant Superintendent

DocuSigned by:
Kristin Schutte
469B52882B54E6

Name: Kristin Schutte
Title: Executive Director, Student Support and Services

DocuSigned by:
Jeff Allen
9A9560A27C1D4E2...

Name: Jeff Allen
Title: Director Youth Services

We attest that I have the authority to sign this contract on behalf of Olympic Educational Service District 114

4/20/2023

DATE

BOARD OF COUNTY COMMISSIONERS KITSAP COUNTY, WASHINGTON

Charlotte Garrido

CHARLOTTE GARRIDO, Chair

Robert Gelder

ROBERT GELDER, Commissioner

Katherine T. Walters

KATHERINE T. WALTERS, Commissioner

ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board



Approved as to form by the Prosecuting Attorney's Office

Attachment A – Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

A. *Program Requirements*

1. Applicable Laws
Throughout the term of this Contract, Contractor will comply with all applicable federal, state and local laws, regulations and policies. This includes, but is not limited to,

Public Law 113-128 (WIOA), Federal Uniform Administrative Requirements found in 2 CFR 200, both State and Federal Non-discrimination law, and all WIOA Title I and WorkSource System Policies.
2. Funding
The Contractor understands that not all funds identified in the contract are finalized between Olympic Consortium and the Olympic Educational Service District 114 herein referred to as “OESD”, and are, therefore, subject to modification.
3. Non-discrimination
The Contractor shall comply with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act as set forth in Section 188 of the Act.
4. Standard Management Information System
The Contractor shall utilize the Workforce Innovation and Opportunity Act Management Information System (MIS) from the State of Washington for participant documentation including application, eligibility determination, enrollment, termination/placement and follow-up.
5. Meetings and Training
The Contractor shall ensure that appropriate staff, given reasonable notice, will attend meetings and training sessions as requested by the Consortium.
6. Internal Monitoring
The Contractor shall establish internal monitoring procedures in order to ensure compliance with WIOA, WIOA regulations, State of Washington WIOA Policies and provisions of this Contract. A file will be maintained of these monitoring activities.
7. Federal Employee Payment
The Contractor shall certify, on a separate form, that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any Federal employee or representative in connection with any funds received under a Federal financial agreement.
8. Suspension, Debarment, and Lobbying
The Contractor shall certify, on a separate form (Exhibit A), that it is not

presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Also, the Contractor, on a separate form (Exhibit B), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Contract.

9. Olympic Consortium's Complaint And Grievance System

Any protest, dispute, or claim not covered by any other process or procedure described in this Contract will be subject to the Olympic Consortium's Complaint And Grievance System.

10. 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.

11. 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 Contractor's responsibilities with respect to contracted services provided under this Contract is prohibited except by written consent of the recipient or client, his/her attorney or his/her legally authorized representative.

12. 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).

13. Clean Air and Clean Water Acts

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 (40 CFR part 15).

14. 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.
15. 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 subrecipients are covered by professional liability insurance.
16. Subawards
In the event the Contractor disburses any funding from this Contract to a subrecipient, the Contractor shall be responsible for the subrecipient's compliance with the same general terms and conditions contained in this Contract and shall ensure that the subrecipient spends the funding only on WIOA allowable costs or for allowable WIOA activities.
17. Conflict of Interest
Contractor shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This 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, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

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

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

A Contractor cannot be involved with decision making if there is a direct financial benefit to themselves or immediate family. Membership on the State Board, a Local Board, or a Board standing committee does not by itself violate these conflict of interest provisions. Receipt of WIOA funds to provide training and related services, by itself, does not violate these conflict of interest provisions. Contractor must abide by WIOA Title I Policy 5405.

18. Intellectual Property

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 Contract, including a sub-contract or contract under the Contract or sub-contract; and ii) any rights of copyright to which the Contractor, 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 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 Contractor and does not necessarily reflect the official position of the United State Department of Labor (USDOL). USDOL 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.”

19. Limitations on funding provided

ACORN Prohibition

No funds made available under this Contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

Business Relocation

No funds obtained through this Contract may be used to: (1) Encourage or induce any business or part of a business to relocate from any location in the United States, if that relocation will result in any employee losing their job; or (2) provide customized training, skill training, on-the-job training, incumbent worker training, transitional employment, or company specific

assessment of job applicants for employees of any business that has relocated from any location in the United States for 120 days after the relocation, if the relocation resulted in an employee losing their job at the original location.

Religious Activity Trainings

Contractor shall comply with the requirements of 29 CFR part 2, subpart 2 which governs circumstances when any funds made available through WIOA and this Agreement may be used to employ or train participants in religious activities.

Health Benefits Coverage

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

Trafficking in Persons

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

B. Fiscal Requirements

1. Audit

All Contract payments are subject to audit. The Comptroller General of the U.S., the state, Consortium or the Consortium's agents may perform audits after reasonable advance notice to the Contractor at any time during the Contract period or thereafter. If Contractor violates or permits violation of Contract terms or conditions, Contractor shall repay to the Consortium the amount of funds directly related to the violation. If a Contract cost is disallowed after reimbursement, a debt will be established according to an audit Final Findings and Determination (FF&D) process. Per the Debt Collection Act of 1982, interest shall start accruing after the debt has been established for 30 days and will continue until the debt is settled. The rate of interest assessed shall be the current value of funds to the U.S. Treasury. A penalty charge of six percent a year shall be charged on any portion of the debt more than 90 days past due. In addition, an administrative charge of one percent to cover the costs of processing and handling delinquent claims shall be assessed. Should the debtor choose to appeal the FF&D, the interest penalty will continue to accrue. The Debt Collection Act of 1982 also allows the use of a debt collection agency to recover any indebtedness owed.

2. Audit Requirements

Independent Audits will be submitted annually to the Kitsap County Department of Human Services in the following manner:

The Contractor shall acquire a financial audit by an independent auditing firm to determine at a minimum the fiscal integrity of the financial transaction and reports of the Contractor. Copies of the audit and

management letter shall be submitted to Kitsap County Department of Human Services within 9 months of the end of the Contractor's fiscal year.

The Contractor shall provide an independent audit of the entire organization which:

- a. Is performed by an independent Certified Public Accountant, the Washington State Auditor's Office, or another entity, which the County and Contractor mutually agree will produce an audit which meets the requirements described in items B and C below.
- b. Provides statements consistent with the guidelines of AICPA SOP 78-10, Reporting for Other Non-Profit Organizations.
- c. Is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 CFR Chapter I and Chapter II, Part 200 as applicable for agencies receiving federal funding in the amount of \$750,000 or more during their fiscal year.
- d. The Contractor shall submit two (2) copies of the audit and the management letter directly to the County immediately upon completion. The audit must be accompanied by documentation indicating the Contractor's Board of Directors has reviewed the audit.

3. Invoice and Reporting Requirements

Contract payments to Contractor shall be requested using an invoice form, which is supplied by the Consortium. Contract payments accrued during the month must be reported to the Consortium, using WIOA Monthly Expenditure report form, by the twenty-fifth (25) calendar day after the end of the month.

4. Closeout Package

The Contractor shall submit a standard contract closeout package to the Consortium within sixty (60) calendar days after the contract's actual end date, whether the end date is the date stated in this contract or is earlier due to termination by operation of any clause contained in this Contract. Upon closeout the Contractor shall:

- a. immediately refund to the Consortium or otherwise dispose of as directed by the Consortium, any balance of Consortium or federal funds paid to the Contractor in excess of the Contract budget;
- b. submits a complete, up-to-date request for all payments earned under this Contract. Late payment requests will not be honored by the Consortium;
- c. transfers title and possession to the Consortium of all property acquired with contract funds, to the extent that such transfer is required by state provisions;

- d. transfer to the Consortium all participant and project records required by the Consortium for audit purposes or otherwise necessary for continued service to project participants and participating employers and training institutions; and
- e. settles all outstanding liabilities and claims arising out of termination of the Contract.

5. Questioned Costs

The Contractor agrees to be held liable for the repayment of questioned costs arising from acts of commission, omission, intentional violations of the Act, erroneous and or negligent eligibility determinations made by its employees and agrees to be held liable for such costs that are a result of eligibility determination procedures which are contrary to Federal WIOA Regulations, State of Washington WIOA Policies or WDA Issuances.

- a. Liability may include repayment of questioned costs incurred as a result of an ineligible person's participation in WIOA programs. The Contractor assures the Consortium that it has, on hand, sufficient non-WIOA funds available in a general or an administrative contingency fund from which repayment of questioned costs could be made.
- b. The Contractor agrees to work with the County in seeking settlements or resolutions of questioned costs and agrees, if necessary, to assist with seeking resolutions of questioned costs from the State of Washington ESD.
- c. In the case of a participant's ineligibility and any associated disallowed costs, which are the result of the participant's misrepresentation, fraudulent intent or acts of omission, wherein information was withheld that was necessary for a correct eligibility determination, the liability will be the participants. Upon determination by the Consortium that the liability for the disallowed costs is the participant's, the Contractor will make reasonable efforts to secure repayment of those costs from the participant. If the Contractor is unable to collect repayment, the Contractor and the Consortium will mutually share the repayment of disallowed costs when repayment is required by the State of Washington ESD.

6. Allowable Costs

Contractor shall comply with the guidelines set forth in State WIOA Provisions and Consortium requirements for all expenditures made under this contract for which reimbursement is to be sought. Contractor shall ensure that the financial management systems used for such expenditures will provide the necessary internal controls, accounting records and reporting systems to meet the prescribed standards. As a minimum, this would include:

- a. Internal controls must provide for separation of duties such that no

one individual has control over all aspects of any transaction.

- b. Responsibility for authorizing expenditures and for making payments must be separated.
- c. All expenditures must be supported by original documentation. Supporting documents must be verified for completeness and accuracy prior to any payment by the Contractor. Missing signatures, as in the case of OJT invoices, will be obtained prior to payment.
- d. All invoices will be compared with the contract or other authorization document for propriety and validity prior to payment.
- e. All payments must be made by check.
- f. The accounting records must provide for a separate recording and reporting of all WIOA receipts and expenditures, or a separate bank account must be maintained for all WIOA funds to provide for such control.
- g. The accounting system must provide a means for reporting of accrued expenditures.
- h. Bank reconciliations will be made monthly by an individual who does not have responsibility for making payments.
- i. The Consortium reserves the right to inspect the Contractor's financial management systems and impose additional accounting requirements to ensure that these financial management standards are being met.
- j. In the event that the Contractor earns or receives WIOA program income, the income will be tracked and reported separately. All program income will be expended for WIOA purposes in accordance with State WIOA requirements.
- k. Subcontracting of direct WIOA participant services (OJT, WEX, IST, LIT, etc.), are exempt from the subcontracting language cited in the General Terms and Conditions, Section I, Paragraph B.

7. 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 County or the Contractor or sub-recipient 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:

- a. Managing funds under this Contract in compliance with federal statutes, regulations, and the terms of this Contract;
- b. Complying with federal statutes, regulations, and the terms and conditions of the federal award;
- c. Evaluating and monitoring sub-recipients' compliance with applicable laws and terms of this Contract; and
- d. Taking prompt action when instances of noncompliance are identified.

C. *Personnel and Participant Provisions*

1. Participant Grievances

Contractor agrees that all WIOA participant grievances initiated as a result of this Contract shall be received and resolved in accordance with the Consortium's WIOA Complaint and Grievance System. Contractor shall abide by determinations issued under this System.

2. Participants Trained

Contractor agrees that all WIOA participants trained under this Contract shall:

- a. be oriented by appropriate Contractor staff concerning site goals and training conditions, including: (1) attendance and punctuality standards; (2) training which will be made available; and (3) other project expectations. This orientation shall take place during the first week of participation. Participants shall be informed of changes or corrections in the orientation information prior to the change in effective dates;
- b. not be engaged by Contractor or engaged by any training site used by the Contractor, in any political, religious, or lobbying activities;
- c. be adequately supervised during training hours and provided safe training conditions which at a minimum, shall conform to the safety regulations established by the State of Washington;
- d. be assured of workers' compensation benefits including accident insurance at the same level, and to the same extent as others similarly employed who are covered by a workers' compensation system. Where others similarly employed are not covered by an applicable workers' compensation system, each participant will be provided with accident insurance. Participants in classroom training and work experience activities shall be covered by accident insurance; and
- e. pay individuals employed in activities authorized under the Workforce Innovation and Opportunity Act (WIOA) wages which shall not be less than the highest of: the minimum wage under section 6(a)(1) of the Fair Labor Standards Act of 1938; the

minimum wage under the applicable State or local minimum wage law; or the prevailing rates of pay for individuals employed in similar occupations by the same employer.

3. Retirement Systems or Plans
No WIOA funds may be used for contributions on behalf of any participant to retirement systems or plans.
4. Displacement of Employed Workers
WIOA training programs will not result in the displacement of employed workers, impair existing contracts for services or collective bargaining agreements, infringe upon the promotional opportunities of currently employed individuals, cause a job to be filled by a WIOA participant when another individual in the same job is on layoff, or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed.
5. Time and Attendance Records
Contractor shall ensure that daily time and attendance records for WIOA participants are kept and maintained by appropriate agencies or employers and shall make such records available to the Consortium upon request.
6. Nondiscrimination and Equal Opportunity
No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity funded in whole or in part by this Contract on the basis of race, color, religion, sex, 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 (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 Contractor shall comply with the nondiscrimination and equal opportunity laws described in Section 188 of WIOA, 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 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 regarding, such a program or activity; or
- Making employment decision in the administration of, or in connection with, such a program or activity.

The Contractor also ensures that it will comply with WIOA regulations; including the Methods of Administration (MOA) developed by the state of Washington Employment Security Department and any WIOA policies and procedures issued.

The Contractor shall promptly notify the State Equal Opportunity (EO) Officer at the Employment Security Department 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 Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity. The State EO Officer will notify the Director, 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 WIOA Title I financially assisted programs or activities:

"[*Olympic Educational Service District 114*] is an equal opportunity employer/program. Auxiliary aids and services are available upon request to persons with disabilities."

If one of the parties hereto refuses to comply with the above provision, the General Agreement Section V, TERMINATION clause may be utilized.

7. Assurances

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

The Grantee shall conduct the program in accordance with the existing or hereafter amended Workforce Innovation and Opportunity Act (WIOA), the U.S. Department of Labor's regulations relating to WIOA, and the Washington State WIOA Policies."

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I—financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

8. Collective Bargaining Agreements

Contractor agrees that this Contract or training provided thereunder will not in any way violate or contravene established collective bargaining agreements that have jurisdiction within the geographical area(s) served by this Contract.

9. Pell Grant

In the case of a participant receiving a Pell grant or any other financial assistance such as, the Supplementary Educational Opportunity Grants and College Work-Study Program, the Contractor will ensure that:

- a. The training institution cannot bill or be paid twice for the same expenses;
- b. Costs paid for by WIOA and by the Pell entitlement are clearly identified, and
- c. Access by the Consortium, Contractor, and designated federal and state officials is guaranteed to the WIOA participant's Pell records.

D. *Records Control*

1. Maintain Records

- a. Contractor agrees to maintain all records pertinent to Workforce

Innovation and Opportunity Act grant agreements and contracts, including financial, statistical, property, participant records and supporting documentation in accordance with State WIOA requirements. Contractor must maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

- b. Records will be stored in a manner to preclude their loss or damage.
- c. Contractor will be responsible for cost of storage.
- d. The Contractor shall document participant progress through work and classroom performance evaluations.
- e. Participant progress and outcomes will be tracked through the MIS. Records must be sufficient to justify all payments claimed and paid under this Contract.
- f. These records shall be preserved and made available to the Consortium and its agents for a period of three (3) years after the end of the Contract. However, in the event of an audit, records shall be kept by Contractor until the audit is completely resolved.

2. Access Documentation

Access to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to charges to the program, will be granted to designated representatives of the Consortium, the State of Washington, the United States Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives, in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents (vendor contracts).

3. Staff Time

Contractor shall provide to the Consortium mutually agreed upon amounts of staff time necessary to aid in the performance of contract-related program (a) research; (b) evaluation; (c) monitoring; and (d) completion of project fiscal reviews and audits.

4. Other Grants

Contractor shall submit to the Consortium copies of all requests for federal, state, or local grants that significantly affect this Contract prior to, or concurrently with, submitting the request to the funding source.

5. Consortium Responsibilities

a. WIOA Related Information

Provide, upon written request, copies of WIOA related information listed in Part A. of the Special Terms and Conditions, paragraphs 1, 3, 4, and 5.

b. Master Form

Supply a master sheet for each required program form.

E. *Training Project Requirements*

1. Minority Groups

Contractor shall make good faith efforts to not discriminate in the enrollment of minority groups.

2. Training Options

The Contractor shall provide an appropriate mix of training options for participants including the use of on-the-job training, work experience, institutional skill training, basic skills training, job search training and/or job club. The decision concerning which services to offer a given participant shall be based upon the most effective way to place that individual into unsubsidized employment.

3. Participant Eligibility

All steps necessary to recruit, assess, orient, determine and verify the eligibility of participants are the Contractor's responsibility. Any ineligible participants must be terminated at once, and any costs disallowed due to ineligible participants must be repaid by Contractor, subject to prior provisions regarding the liability of eligibility determinations, unless Contractor does not do the eligibility determination.

4. Service and Performance Goals

a. The Contractor shall make good faith efforts to achieve the target group service and performance goals outlined in the Contract.

b. The Consortium may impose sanctions to include corrective action or the withholding of contract payments due the Contractor if goals or progress toward those goals are not within acceptable limits.

1) Acceptable limits are: 90% to 110% of the goal total range for all goals.

2) Where a minimum goal is stated in the Work Schedule, that goal is the minimum acceptable goal as measured at the end of the contract period.

F. *Budget and Plan Standards*

The Contractor is authorized to receive payments in accordance with the cost reimbursable budgets included under this Contract. The Contractor will comply with the following standards as applicable.

1. Budget Standards

The Contractor is authorized to make expenditures in accordance with the budgets included to this contract. The budgets are construed on a quarterly basis and are from one quarter to the next and totaled at the end of the 4th Quarter.

a. Final Quarter - The Contractor shall not make expenditures actual or accrued, in excess of the Total Budget.

- b. All Quarters - Upon completion of each quarter, and subject to 1. above, the Contractor must provide to the Consortium a written explanation of expenditures which are less than 90.0% of, or more than 115.0% of the totals. Reimbursement for actual, or projected expenditures which exceed 115.0% of the quarterly budgeted totals and/or program activity total is subject to approval of the Consortium.
 - c. Reimbursement Request - The Contractor shall request funds under this contract utilizing the Olympic Consortium WIOA Invoice Form. The Contractor may "bill for accruals" to provide cash for costs incurred during, or prior to, the billing period and should be in amounts to meet only current disbursing needs. The Contractor understands the Consortium requires a minimum of two weeks processing time to issue payment. Reimbursement requests shall not be made more frequently than weekly.
 - d. Reports - The Contractor shall, monthly, submit an accrued expenditure report to the Consortium outlining the program expenditures of funds. This request shall be due on or before the 15th day of the month following such expenditures. On a quarterly basis, the Contractor shall submit a Quarterly Line-Item Expenditure Report on a form to be issued by the Consortium. This report is due on or before the 15th day of the month following the quarter being reported.
2. Plan Standards
- a. Each quarter the Consortium will issue a performance analysis. The Contractor, in responding to this analysis will provide, if required, to the Consortium written explanation of plan deviation and any required corrective action if, in any quarter, the following occurs:

If the following falls below 85% of planned level:
 - (1) Total participants
 - (2) Placement rate at Exit
 - b. The Consortium reserves the right to require written or verbal explanation and/or corrective action plan regarding any program operation or results at any time. The Contractor has flexibility within each reimbursable line item but cannot exceed the overall cost category limit.
3. Definitions
- a. Participant - Completion and acceptance by the Consortium of an intake document including the certification of eligibility for WIOA and the preparation of a training plan, including completion of an objective assessment, screening and determination of appropriate

training and services.

- b. Entered Employment at Exit - A placement in unsubsidized employment that occurs after enrollment. Receipt of training in the occupational area in which employment is found must be documented in the individual's file folder. Competency gains must be achieved through program participation and be tracked through the Contractor's competency documents.
- c. On-the-Job Training Reimbursements consist of training cost payments to employers, who are under contract to provide on-the-job training for participants.
- d. Training/Tuition Costs include tools, special clothing, training tuition, training materials, testing fees and other training costs associated with one-the-job training, institutional skills training, limited work experience and basic skills training.
- e. Supportive Services Costs consist of participant support costs paid in accordance with the Act and WIOA regulations. Participant support costs include childcare assistance, transportation assistance, health care and medical services and other emergencies.

**Attachment B: STATEMENT OF WORK
Economic Security for All Initiative**

Contractor, Olympic Educational Service District 114 will receive total funding of **\$594,430** to complete all outcomes and deliverables as described in matrix below by March 31, 2025.

1. TASKS, TIMELINES, ACTIVITIES, DELIVERABLES, & OUTCOMES

Deliverables, Timelines, Activities, &Outcomes			
Tasks	Timeline	Activities to accomplish outcome	Anticipated Outcomes / Deliverables
<p>1. Partnership</p> <p>Work with local partners, including DSHS and housing insecurity providers, to coordinate programs and services to help more people move to self-sufficiency</p>	<p>Ongoing throughout the contract period of performance, with meaningful progress reported each quarter.</p> <p>Partnership and Implementation Plan – submitted by June 30, 2021</p>	<p>A. Develop a local partnership that includes the WDC and WIOA service providers individuals experiencing poverty, DSHS CSO, housing insecurity providers, and other local service organizations, based on the needs of the community served.</p> <p>B. Include individuals experiencing poverty in all aspects of design, planning, and implementation.</p> <p>C. Work with partners to develop and submit a Partnership and Implementation Plan for review and approval by the EcSA Coordinating Committee.</p> <p>D. Implement your Partnership and Implementation Plan to coordinate partner delivery of programs and services to make it easier for participants to access all the supports they need. This is intended to get each household all the benefits for which they are eligible—across many programs—to help stabilize their finances so they can focus on their career plan and subsidized job training</p> <p>E. Review the Quarterly Outcomes tab of the Budget & Performance Form (Exhibit A-1) together as a team every quarter, comparing your projected results to your actual results on each item; work together to adapt and problem-solve to ensure success.</p>	<p>I. Partnership and Implementation Plan</p> <p>II. Meeting minutes showing item E is being accomplished and partners are meaningfully supporting success.</p> <p>III. Progress and activities must be provided to ESD in Quarterly Narrative Reports as outlined in section 2 below.</p>
<p>2. Coordinated recruitment and service delivery</p> <p>Work with partners to recruit individuals below 200% of Federal Poverty Level (FPL) and coordinate service delivery to help participants attain self-sufficiency</p> <ul style="list-style-type: none"> Up to 15% of 	<p>Ongoing throughout the contract period of performance, with meaningful progress reported each quarter.</p>	<p>A. Work with partners, including DSHS, to recruit individuals who are below 200% of FPL, including SNAP recipients.</p> <p>B. When enrolling a participant above 200%FPL, include case not justification</p> <p>C. Create a clear value proposition for participants and use this to recruit potential EcSA enrollees.</p> <p>D. Coordinate connection to SNAP benefits for those participants not connected at intake – capture reasons for those who do not enroll in SNAP</p> <p>E. Develop career plans for each EcSA participant that includes identification of a self-sufficiency target using the Self-Sufficiency Calculator</p>	<p>I. Total number of EcSA eligible individuals enrolled in EcSA (99) with up to 15% being individuals above 200%FPL and at risk of falling into poverty</p> <p>II. Number of EcSA enrolled participants placed in subsidized training for employment in an occupation with average starting wage</p>

<p>target of enrolled individuals can be above 200%FPL and at risk of falling into poverty</p>		<p>F. Capture individual participant targets and track progress towards attainment of income adequacy in the Self-Sufficiency Calculator database.</p> <p>G. Based on career plans, connect EcSA participants to subsidized job training and other services allowable under WIOA that lead to employment at or above their customized Income Adequacy goal.</p> <p>H. Based on assessment of participants and their household needs, coordinate connection to supportive services and wraparound supports, including addressing mentorship, personal stability, and financial stability, to ensure each participant has the supports needed to focus on their career plan and/or subsidized job training.</p> <p>I. Co-enroll all participants continuing subsidized training beyond March 31, 2025, into WIOA Adult to continue providing training support through completion</p> <p>J. Co-enroll participants in WIOA Adult, Youth, and Dislocated Work programs, as appropriate.</p> <p>K. Utilize the ESD Bundled Services Desk Aid tool or a locally approved option with each participant during enrollment.</p>	<p>at or above 100% of the Income Adequacy goal (43)</p> <p>III. Number of EcSA enrolled participants entering employment at or above the Income Adequacy goal (49)</p> <p>IV. Provide the script or other tools created to achieve item B.</p> <p>V. ESD Tracking:</p> <ul style="list-style-type: none"> o Participants connected to SNAP benefits o Participants completing subsidized training o Participants continuing subsidized training at grant conclusion (ESD tracked) <p>VI. Progress and activities must be provided to ESD in Quarterly Narrative Reports as outlined in section 2 below.</p> <p>VII. All WIOA services and outcomes must be documented in ETO</p>
<p>3. EcSA community of practice and initiative evaluation</p> <p>Promote EcSA success and contribute to statewide learning from the EcSA initiative.</p>	<p>Ongoing throughout the contract period of performance, with meaningful progress reported each quarter.</p>	<p>A. Contribute to the statewide Economic Security for All efforts to decrease the number of WA families living below 200% of Federal Poverty Level (FPL).</p> <p>B. Support coordination, as appropriate, with other statewide efforts focused on coordination of resources for poverty reduction.</p> <p>C. Participate in remote and in-person quarterly meetings to share and discuss successes, challenges, and lessons learned with other EcSA programs.</p> <p>D. Host events to raise awareness of EcSA efforts in the local community to build support for expansion and replication of EcSA successes; participate in statewide efforts to support EcSA expansion and replication.</p> <p>E. Actively partner with the third-party evaluator</p>	<p>I. Progress and activities must be provided to ESD in Quarterly Narrative Reports as outlined in section 2 below.</p> <p>II. Types of efforts to raise the profile of EcSA and promote the importance of poverty reduction among your local leaders and public</p>

		<p>selected to evaluate EcSA programs to ensure accurate evaluation of your EcSA model.</p> <p>F. Identify UW Self-Sufficiency Calculator Point of Contact (POC) and actively partner with Workforce Development Council of Seattle King County to ensure accurate calculator data collection.</p>	
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2. KEY DELIVERABLES AND REPORTING GUIDELINES

Quarterly Narrative Report

Using the Quarterly Narrative Report format provided by ESD, provide a report summarizing work completed during the reporting period. This report should highlight progress towards, or completion of, deliverables and Statement of Work activities. Quarterly reports will contain narrative detail and direct evidence of Statement of Work activities (e.g., meeting minutes, agendas, communications and other media, reports, policies, and other work products). Each report will include quarterly tracking of performance indicators identified in Exhibit A-1 Budget & Performance Form.

Reports are due **thirty days following the end of each quarter**. Quarter end dates include March 31, June 30, September 30, and December 31.

Submit reports to: adurkin@kitsap.gov

3. DEFINITIONS

Subsidized Training

- Training funded by State EcSA: Is Occupational Skills Training that has been approved on the Eligible Training Provider List and leads to a credential needed for occupations with entry level earnings at or above 100% of the participants Income Adequacy target, as established using the UW Self-Sufficiency Calculator. Training funded, in whole or in part, through Individual Training Accounts (ITA) with State funds must be recorded as “State EcSA Occupational Skills Training” in ETO. Other training services are not included in this definition of subsidized training.
- Training funded by partner resources: Must lead to a credential needed for occupations with entry level earnings at or above 100% of the participants Income Adequacy target, as established using the UW Self-Sufficiency Calculator. Training funded by non-WIOA resources (e.g. Washington College Grant) must be recorded in ETO as “State EcSA Training Paid By Other”. Note that this service does not trigger or extend participation in ETO.

Self Sufficiency

Attainment of 100% of individualized household Income Adequacy, as established through use of the UW Self-Sufficiency Calculator.

Federal Poverty Level

Will be determined using the most recent U.S. Health and Human Services (HHS) Poverty Guidelines, based on participant household size.

Poverty Guidelines for 2022:

2022 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA	
Persons in family/household	100% Poverty guideline
1	\$13,590
2	\$18,310
3	\$23,030
4	\$27,750
5	\$32,470
6	\$37,190
7	\$41,910
8	\$46,630
For families/households with more than 8 persons, add \$4,720 for each additional person.	

2022 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA	
Persons in family/household	200% Poverty guideline
1	\$27,180
2	\$36,620
3	\$46,060
4	\$55,500

2022 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA	
Persons in family/household	200% Poverty guideline
5	\$64,940
6	\$74,380
7	\$83,820
8	\$93,260
For families/households with more than 8 persons, add \$9,440 for each additional person.	

*Up to 15% of individuals may be enrolled above 200% FPL if they are at risk of falling into poverty

Household

Family/Household size will be determined using the most recent WIOA family size policy, in the case a participant is receiving Supplemental Nutrition Assistance, the participant's household is defined as their Supplemental Nutritional Assistance Program (SNAP) Assistance Unit.

Attachment C

Budget and Performance Outcomes

Line Item	Contract Budget
Personnel: Salaries & Benefits	\$ 530,629.00
Personnel: Travel	\$ 3,248.00
Communication	\$ -
Office Supplies	\$ 4,000.00
Equipment	\$ -
Indirect	\$ 42,053.00
Subcontracts	\$ 14,500.00
Totals	\$ 594,430.00

Planned Expenditures by Quarter																
All Expenditures	2021 Apr - Jun	2021 Jul - Sep	2021 Oct - Dec	2022 Jan - Mar	2022 Apr - Jun	2022 Jul - Sep	2022 Oct - Dec	2023 Jan - Mar	2023 Apr - Jun	2023 Jul - Sep	2023 Oct - Dec	2024 Jan - Mar	2024 Apr - Jun	2024 Jul - Sep	2024 Oct - Dec	2025 Jan - Mar
Expenditures by Quarter PY20 (7620-07)	0	\$ 6,576.74	\$ 27,393.00	\$ 46,920.00	\$ 46,920.00	\$ 42,690.00	\$ 14,382.15									
Expenditures by Quarter PY21 (7621-07)							\$ 21,230.85	\$ 35,546.00	\$ 35,846.00	\$ 32,818.00	\$ 31,114.26	\$ 30,563.00				
Expenditures by Quarter PY21 (7621-07)								\$ -	\$ 1,500.00	\$ 5,000.00	\$ 11,000.00	\$ 12,693.00	\$ 45,519.00	\$ 47,464.00	\$ 49,353.00	\$ 49,901.00
Cumulative Total by Quarter	\$ -	\$ 6,576.74	\$ 33,969.74	\$ 80,889.74	\$ 127,809.74	\$ 170,499.74	\$ 206,112.74	\$ 241,658.74	\$ 279,004.74	\$ 316,822.74	\$ 358,937.00	\$ 402,193.00	\$ 447,712.00	\$ 495,176.00	\$ 544,529.00	\$ 594,430.00

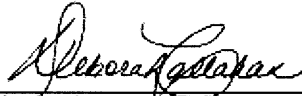
Attachment C (Cont.)

Projected Outcomes by Quarter																
Performance Indicator	2021 Apr - Jun	2021 Jul - Sep	2021 Oct - Dec	2022 Jan - Mar	2022 Apr - Jun	2022 Jul - Sep	2022 Oct - Dec	2023 Jan - Mar	2023 Apr - Jun	2023 Jul - Sep	2023 Oct - Dec	2024 Jan - Mar	2024 Apr - Jun	2024 Jul - Sep	2024 Oct - Dec	2025 Jan - Mar
WIOA eligible individuals below 200% of FPL enrolled in EcSA		0	4	12	22	32	42	52	62	64	64	64	74	84	94	99
Participants placed in subsidized training for employment at or above income adequacy goal		0	0	0	0	2	4	8	12	16	20	27	29	31	32	43
Participants entering employment at or above income adequacy goal		0	0	0	0	2	5	9	13	17	23	32	34	36	38	49



Evidence of Coverage – General Certificate

This Evidence of Coverage is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend, or alter the coverage afforded by the coverage agreement below and is subject to all the terms, exclusions and conditions of such coverage agreement. As a statutorily authorized and self-funded public entity interlocal cooperative among school and educational service districts, there is no insurance policy involved. Because WSRMP is not an insurance company, we cannot grant "additional insured" status (WAC 200-100-02005 and 02007). This is to certify that the coverage listed below has been issued to the named Covered Member for the period indicated.

Coverage Afforded By:	Covered Member:
Washington Schools Risk Management Pool PO Box 88700 Tukwila, WA 98138-2700	Olympic ESD 114 105 National Ave N Bremerton, WA 98312 Member #: 18114
Coverage Agreement #:	COV 2022-2023
Coverage Period:	September 1, 2022 through August 31, 2023
Effective Date of Evidence of Coverage:	September 1, 2022
Expiration Date of Evidence of Coverage:	August 31, 2023
Limits Available General Liability Per Occurrence:	\$1,000,000
Limits Available Property:	\$1,000,000
Limits Available Auto Liability:	\$1,000,000
Description of Operations/Locations/Vehicle:	
Activities under the direct supervision of District Member personnel as respects coverage period September 1, 2022 through August 31, 2023.	
Evidence of Coverage Holder:	Issue Date: September 1, 2022
To Whom It May Concern	 _____ Authorized Signature

Cancellation: Should the above described coverage agreement be cancelled before the expiration date, WSRMP will send 30 days written notice to the evidence of coverage holder named above.



OLYMPIC EDUCATIONAL SERVICE DISTRICT 114

DUNS Unique Entity ID 046153805	SAM Unique Entity ID H3R4HL676QZ9	CAGE / NCAGE 4EKL7
Purpose of Registration Federal Assistance Awards Only	Registration Status Active	Expiration Date Dec 1, 2022
Physical Address 105 National AVE N Bremerton, Washington 98312-3537 United States	Mailing Address 105 National AVE N Bremerton, Washington 98312-3537 United States	

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Washington 06	State / Country of Incorporation (blank) / (blank)	URL www.oesd114.org

Registration Dates

Activation Date Dec 2, 2021	Submission Date Dec 1, 2021	Initial Registration Date May 18, 2006
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Entity Dates

Entity Start Date Sep 1, 1969	Fiscal Year End Close Date Aug 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types

Entity Structure U.S. Government Entity	Entity Type US State Government	Organization Factors (blank)
Profit Structure (blank)		

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. State Government

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
4EKL7

Electronic Business

☒
**MONICA HUNSAKER, ASST SUPERINTENDENT,
FINANCE**

**105 National AVE. N.
Bremerton, Washington 98312
United States**

Susan Lathrop, ASST
SUPERINTENDENT, TEACHING & LEARNING

105 National AVE. N.
Bremerton, Washington 98312
United States

Government Business

☒
**MONICA HUNSAKER, ASST SUPERINTENDENT,
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Susan Lathrop, ASST SUPERINTENDENT,
TEACHING & LEARNING

105 National AVE. N.
Bremerton, Washington 98312
United States

Past Performance

☒
ROBERTA CARLILE, GRANTS MANAGEMENT

**105 National AVE N
Bremerton, Washington 98312
United States**

SUSAN LATHROP, ASST SUPERINTENDENT,
TEACHING & LEARNING

105 National AVE. N.
Bremerton, Washington 98312
United States

NAICS Codes

Primary	NAICS Codes	NAICS Title
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This entity does not appear in the disaster response registry.