

STANDARD CONTRACT

Contract Number: KC-369-24 ESD Contract No. K8519

Contractor: Washington State Employment Security Department

Amount: \$492,440

Contract Term: July 1, 2024 – June 30, 2025

CFDA #: N/A

Purpose: Provides assistance to low-income individuals move out of poverty in Clallam, Jefferson, and Kitsap Counties.

This contract is made between Washington State Employment Security Department (hereinafter referred to as "Contractor") and the Olympic Consortium (hereinafter referred to as "Consortium"). This notification of contract, including all material incorporated by reference, contains all terms and conditions agreed to by the parties hereto. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. The Kitsap County Department of Human Services shall act as administrator of the contract on behalf of Kitsap County. Kitsap County will act as agent for the Olympic Consortium.

The rights and obligations of the parties shall be subject to and governed by the terms and conditions contained herein and by the Work Statement, General Agreement, Special Terms and Conditions, and the Budget. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) General Agreement; (2) Special Terms and Conditions; (3) Work Statement; (4) Budget.

As evidenced by signatures hereon, the parties accept the terms and conditions of this contract.

This contract is effective July 1, 2024.

FOR THE CONSORTIUM
KITSAP COUNTY BOARD OF
COMMISSIONERS, Its Administrative
Entity

Katherine T. Walters

KATHERINE T. WALTERS, Chair

Christine Rolfes

CHRISTINE ROLFES, Commissioner

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

7-8-24

DATE

ATTEST

Dana Daniels

Dana Daniels, Clerk of the Board

CONTRACTOR:

DocuSigned by:

Jessica Barr

6500AE0A96AF457...

Name: JESSICA BARR

Title: REGIONAL DIRECTOR

I attest that I have the authority to sign
this contract on behalf of Washington
State Employment Security
Department.

7/2/2024

DATE

ESD Contract No. K8519



GENERAL AGREEMENT

SECTION I. CONTRACTOR REQUIREMENTS

Contractor agrees to perform the services as set forth in the Statement of Work, Attachment B, as attached herein.

A. Authority

Contractor possesses legal authority to apply for the funds covered under this contract.

B. Assignment/ Subcontract

1. Contractor shall not assign its rights and/or duties under this contract without the prior written consent of the Consortium.
2. Contractor shall obtain written approval from the Contract Administrator, provided, however, that approval shall not be unreasonably withheld, prior to entering any subcontract for the performance of any services contemplated by this contract.
 - a. In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor compliance with applicable terms and conditions of this contract.
 - b. In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor compliance with all applicable law.
 - c. In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor provision of insurance coverage for its activities.

C. Limitations on Payments

1. Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
2. Contractor shall pay no more than reasonable market value for equipment and/or supplies.
3. Any cost incurred by Contractor over and above the year-end sums set out in the budgets shall be at Contractor's sole risk and expense.

D. Compliance with Laws

1. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.
2. Contractor shall comply with all applicable County ordinances and State statutes.
3. Contractor shall comply with applicable State of Washington and County policies and procedures.
4. Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, marital status, religion, sex, national origin, political affiliation or belief, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability; provided, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of his or her employment position, even with reasonable

accommodation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship.

E. Indemnification

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

F. Insurance and Bonding

1. Contractor shall not commence work under this contract until all insurance required under this contract has been obtained, and proof of certificate of insurance or self-insurance has been provided to the Kitsap County Human Services Department and approved by the County's Risk Manager. Specific criteria for insurance are set forth as follows:
 - a. Commercial General Liability
The Contractor shall have Commercial General Liability Insurance with limits of not less than Combined Bodily Injury/Property Damage Liability of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - b. Automobile Liability
The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injured and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.
 - c. Bonds
The amount of bonding coverage shall be equal to the highest monthly total advancement received during the past twelve months not to exceed \$100,000. For new Contractors, the bonding amount will be set at the highest advance through check or draw down planned for the present grant year.
2. Coverage shall contain general requirements or endorsements as follows:
 - a. Kitsap County, Jefferson County, Clallam County, and the Consortium is named as an additional insured as respects this contract and such insurance as is carried by Contractor is primary over any insurance carried by the Consortium. Evidence of said liability insurance shall be presented to the Consortium at least 10 days prior to execution of this contract.
 - b. In the event of nonrenewal, cancellation or material change in the coverage provided, thirty (30) days written notice will be furnished to the Consortium prior to the date of cancellation, nonrenewal or change; such notice shall be sent to:

Alissa Durkin
Kitsap County Department of Human Services
614 Division St. MS-23
Port Orchard, WA 98366-4676

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

- c. Consortium has no obligation to report occurrences unless a claim is filed with the Board of Kitsap County Commissioners; and Consortium has no obligation to pay premiums.
- d. The Contractor's insurance policies contain a "Cross Liability" endorsement substantially as follows:

The inclusion of more than one Insured under this policy shall not affect the rights of any Insured as respects any claim, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

- 3. The Contractor shall ensure that every officer, director, agent or employee who handles funds or other financial assistance received under this Contract is bonded to provide protection against loss by reason of fraud or dishonesty on such person's part directly or through conspiracy with others. The County will be named as beneficiary or additional insured as respects insured's funding on the fidelity bond, self-insurance excepted. The State of Washington provides a Public Employees Blanket Dishonesty Bond pursuant to RCW 43.19.1915.

Compliance with all insurance and bonding requirements must be demonstrated before execution of this contract between the County and the Contractor.

- 4. Workers' Compensation and Employer Liability. The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Human Services Department, for submission to the County's Risk Management Division. If the contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.

G. Conflict of Interest

Contractor agrees to avoid organizational conflict of interest and the Contractor's employees will avoid personal conflict of interest and the appearance of conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

H. Documentation

- 1. Contractor shall maintain readily accessible records and documents sufficient to provide an audit trail needed by the Consortium to identify the receipt and expenditure of funds under this contract, and to keep on record all source documents such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.
- 2. The Contractor is required to maintain property record cards and property identification tabs as may be directed by Consortium codes and changes thereto. This applies only to property purchased from funds under this contract

specifically designated for such purchases. Ownership of equipment purchased with funds under this contract so designated for purchase shall rest in the Consortium and such equipment shall be so identified.

3. The Contractor shall provide a detailed record of all sources of income for any programs it operates pursuant to this contract, including state grants, fees, donations, federal funds and others for funds outlined in appropriate addenda. Expenditure of all funds payable under this contract must be in accordance with approved Statement of Work.
4. The Consortium shall have the right to review the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the Consortium Board, or their respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by Consortium agents or employees, inspection of all records or other materials which the Consortium deems pertinent to the contract and its performance, except those deemed confidential by law.
5. All property and patent rights, including publication rights, and other documentation, including machine-readable media, produced by the Contractor in connection with the work provided for under this contract shall vest in the Consortium. The Contractor shall not publish any of the results of the contract work without the advance written permission of the Consortium. Such material will be delivered to the Consortium upon request.

SECTION II. CONSORTIUM REQUIREMENTS

Payments

- Subject to availability of funds, payment under this contract shall not exceed the total amount set forth in the budget.
- Consortium will make payments within 30 days of the receipt of correctly completed documentation for those services described in this contract.
- Payments shall not be construed as a waiver of the Consortium's right to challenge the level of Contractor's performance under this contract and to seek appropriate legal remedies.

SECTION III. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor relationship will be created by this contract. The Consortium is interested only in the results to be achieved, and the conduct and control of the services will lie solely with the Contractor. No agent, employee, servant, or a contractor shall be, or deemed to be, and employee, servant, or otherwise of the Consortium or Kitsap County for any purpose; and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees. It is understood that the Consortium does not agree to use Contractor exclusively. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract.

In the performance of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, Consortium being interested only in the results obtained. However, the work contemplated

herein must meet the approval of the Consortium and shall be subject to Consortium's general right of inspection and supervision to secure the satisfactory completion thereof.

In the event that any of the Contractor's employees, agents, servants or otherwise, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this contract or indicate said employees, agents or servants unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measures to prevent said employee, agent or servant from performing or providing any of the services as called for within.

SECTION IV. MODIFICATION

No change, addition, or erasure of any portion of this contract shall be valid or binding upon either party. There shall be no modification of this contract, except in writing, executed with the same formalities as this present instrument. Either party may request that the contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of this contract. Such circumstances must have a substantial and material impact upon the performance projected under this contract and must be outside of the control of either party.

SECTION V. TERMINATION

A. Failure to Perform

This contract may be terminated, in whole, or in part, without limiting remedies, by either party to this contract if the other party materially fails to perform in accordance with the terms of the contract. In this event, the aggrieved party shall deliver ten (10) working days advance written notification to the other party specifying the performance failure and the intent to terminate.

B. Without Cause

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

C. Funding

The Consortium may unilaterally terminate or negotiate modification of this contract at any time if its federal, or state grants are suspended, reduced, or terminated before or during the contract period, or if federal or state grant terms and regulations change significantly. In the event of early contract termination initiated by either party for whatever reason, the Contractor is only entitled to costs incurred prior to the time of contract termination.

SECTION VI. LEGAL REMEDIES

Nothing in this contract shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this contract. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

SECTION VII. VENUE AND CHOICE OF LAW

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the court of the State of Washington, County of Kitsap. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

SECTION VIII. WAIVER

No officer, employee, agent, or otherwise of Consortium has the power, right, or authority to waive any of the conditions or provisions of this contract. No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. The failure of the Consortium to enforce at any time any of the provisions of this contract, or to require at any time performance by Contractor of any provisions hereof, shall in no way be construed to be a waiver of such provisions, or in any way affect the validity of this contract or any part, hereof, or the right of Consortium to thereafter enforce each provision.

SECTION IX. NOTICES

All notices called for or provided for in this contract shall be in writing and must be served on the party either personally or by certified mail and shall be deemed served when deposited in the United States mail. Such notice shall be made to:

Jessica Barr, Regional Director
WA State Employment Security Dept.
3201 Smith Ave. #413
Everett, WA 98201

Bill Dowling, Director
Olympic Workforce Development Council
Kitsap County
614 Division St., MS-23
Port Orchard, WA 98366-4676

SECTION X. PAYMENTS

- A. All payments to be made by the Consortium under this Contract shall be made to: Employment Security Department, City of Olympia, County of Thurston, state of Washington.
- B. This contract shall not exceed the total amount indicated on the cover sheet of this contract and any subsequent modifications hereof.
- C. Contractor agrees to participate in and be bound by determinations arising out of the Consortium's disallowed cost resolution process.

SECTION XI. DURATION

The Contractor is authorized to commence providing services pursuant to this Contract commencing upon July 1, 2024. This Contract shall expire and terminate on June 30, 2025, unless terminated sooner as provided herein.

SECTION XII. WHOLE AGREEMENT

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligation other than those contained herein; and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written, between parties.

SECTION XIII. SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

Attachment A – Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

A. *Program Requirements*

1. Applicable Laws

- a. The Contractor must comply with all applicable federal, state, and local laws and regulations, including but not limited to, civil rights, employment, nondiscrimination, taxes, and disability requirements.
- b. Noncompliance may be deemed as material grounds for default and termination without showing a direct effect on the work being performed under this Contract.
- c. The Contractor is expressly responsible for making sure that it is properly licensed with all state or federal agencies and is fully able to maintain employees and conduct the required business within the State of Washington.

The Contractor understands that not all funds identified in the contract are finalized between Olympic Consortium and the Employment Security Department, herein referred to as “ESD”, and are, therefore, subject to modification.

2. 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.

3. Standard Management Information System

The Contractor shall utilize the Management Information System (MIS) from the State of Washington for participant documentation including application, eligibility determination, enrollment, termination/placement and follow-up.

4. Meetings and Training

The Contractor shall ensure that appropriate staff, given reasonable notice, will attend meetings and training sessions as requested by the Consortium.

5. 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.

6. 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.

7. 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, considering 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 complies.

8. 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.

9. 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).

10. 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).

11. 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.

12. 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.

13. 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 allowable costs or for allowable activities.

14. Conflict of Interest

Contractor shall take every reasonable course of action 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.

15. 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.”

16. 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 Contractor. Contract payments accrued during the month must be reported to the Consortium, using 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, non-federal source fund policies, or WDA Issuances.

- a. Liability may include repayment of questioned costs incurred because of an ineligible person's participation in 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 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 State EcSA receipts and expenditures, or a separate bank account must be maintained for all State EcSA 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.
- k. Subcontracting of direct State EcSA 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 follow 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 State EcSA participant grievances initiated because 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 State EcSA 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 Washington State's Economic Security for All 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 State EcSA funds may be used for contributions on behalf of any participant to retirement systems or plans.

4. Time and Attendance Records

Contractor shall ensure that daily time and attendance records for State EcSA participants are kept and maintained by appropriate agencies or employers and shall make such records available to the Consortium upon request.

5. Nondiscrimination and Equal Opportunity

- 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 State EcSA 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 and State regulations; including the Nondiscrimination Plan (NDP) developed by the State of Washington Employment Security Department and any WIOA and State EcSA policies and procedures issued.

The Contractor shall promptly notify the State-Level 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 /status as a lawfully admitted immigrant authorized to work in the United States, or their 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 and non-federal source financially assisted programs or activities:

"[*Employment Security Department*] is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities."

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

6. Assurances

Contractor must comply with all applicable federal, state, and local laws and regulations, including but not limited to, civil rights, employment, nondiscrimination, taxes, and disability requirements.

Noncompliance may be deemed as material grounds for default and termination without showing a direct effect on the work being performed under this Contract. Contractor is expressly responsible for making sure that it is properly licensed with all state or federal agencies and is fully able to maintain employees and conduct the required business within the State of Washington.

7. 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.

5. *Records Control*

a. Maintain Records

- i. Contractor agrees to maintain all records pertinent to State EcSA grant agreements and contracts, including financial, statistical, property, participant records and supporting documentation in accordance with State EcSA requirements. Contractor must maintain records that are auditable in accordance with Generally Accepted Accounting Principles.
- ii. Records will be stored in a manner to preclude their loss or damage.
- iii. Contractor will be responsible for cost of storage.
- iv. The Contractor shall document participant progress through work and classroom performance evaluations.
- v. Participant progress and outcomes will be tracked through the MIS. Records must be sufficient to justify all payments claimed and paid under this Contract.
- vi. 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.

b. 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).

c. 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.

d. 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.

e. Consortium Responsibilities

i. State EcSA Related Information

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

ii. Master Form

Supply a master sheet for each required program form.

6. *Training Project Requirements*

a. Minority Groups

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

b. 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.

c. 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.

d. Service and Performance Goals

If the Contractor is 10% or more below performance targets or expenditure projections at the end of the second quarter, or any quarter thereafter, the Olympic Consortium may be required to submit to WA State ESD a recommendation regarding the recapture of funds which may result in the recapture of funds and adjustments to the performance targets or expenditure projections included in this Contract.

7. *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.

a. 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.

i. Final Quarter - The Contractor shall not make expenditures actual or

accrued, in excess of the Total Budget.

- ii. 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.
- iii. Reimbursement Request - The Contractor shall request funds under this contract utilizing the Olympic Consortium 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.
- iv. Reports - The Contractor shall, on a monthly basis, 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.

b. Reporting

The Contractor shall provide the Olympic Consortium Contract Manager Quarterly Narrative status reports on all Contract activities, budgets, and expenditures using report forms approved by Olympic Consortium. These reports must include information on the progress of the project, allowable activities conducted, and outcomes achieved, as well as narrative updates on expenditures. Quarterly reports are due twenty-five (25) days following the end of a quarter. Quarters end on March 31, June 30, September 30, and December 31.

8. Definitions

People Experiencing Poverty

Below 200%FPL: people with a household income that is at or below 200 percent of the federal poverty level.

People Who Demonstrate Financial Need

Above 200%FPL - people with a household income that is above 200% of the federal poverty level but below self-sufficiency who need employment related services to achieve self-sufficiency.

Business Services

Services to increase employer engagement in an effort to support industry growth, increase quality employment opportunities for job seekers, and enable persons served by EcSA grants to access careers with wages that allow them to

achieve self-sufficiency.

Self Sufficiency

Attainment of 100% of individualized household Self-Sufficiency, 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. HHS Poverty Guidelines are updated annually in January.

Current Poverty Guidelines for 2024: <https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines>

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jessica Barr

North Sound Regional Director

Name and Title of Authorized Representative

Signature

DocuSigned by:

Jessica Barr

6500AE0A96AF457...

Date

7/2/2024

**Appendix B--Certification
Regarding Debarment,
Suspension, Ineligibility and
Voluntary Exclusion--Lower Tier
Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transactions" "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance

in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Tel. #).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*Certification Regarding Debarment,
Suspension, Ineligibility and
Voluntary Exclusion--Lower Tier
Covered Transactions*

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[FR Doc. 88-11581 Filed 5-25-88;
8:43 a.m.]

Federal Register / Vol. 53, No. 102 /
Thursday, May 26, 1988 / Rules
and Regulations 19211

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Employment Security Department

Contractor Organization

Signature of Certifying Official

DocuSigned by:

Jessica Barr

6500AE0A96AF457...

Date 7/2/2024



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

**EQUAL OPPORTUNITY IS THE LAW
29 CFR Part 38.35**

"It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

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

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

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or The Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW., Room N-4123, Washington, DC 20210 or electronically as directed on the CRC Web site at www.dol.gov/crc.

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

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

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

Attachment B: Statement of Work

State Economic Security for All Initiative (EcSA)

Employment Security Department, hereinafter called "Contractor" will work with local partners to continue the Economic Security for All –to streamline access to existing services and benefits to help more low-income families move out of poverty.

Contractor is responsible for completion of the work described in the Statement of Work matrix below and for providing the deliverables indicated for all tasks. Contractor will submit Quarterly Narrative and Performance Reports to the Olympic Workforce Development Council (OWDC) staff, using the templates provided by OWDC, as outlined below in section 2, Key Deliverables and Reporting Guidelines.

OWDC staff will monitor Contractor to ensure proper use of state funds. All fund use must comply with the applicable state law HB 2230, state regulations and ESD policy guidance [Policy 7000]. Contractor must track time and effort and conduct oversight and monitoring of all state funds awarded by this Agreement. This contract includes three distinct funding streams:

- Providing services for eligible participants that are experiencing poverty (below 200% of FPL, please see definition below)
- Providing services to people demonstrating financial need (above 200% of FPL but below self-sufficiency, please see definition below)
- Increasing business services to support industry recovery and growth.

All EcSA participants must be determined eligible based on the guidelines outlined in Policy 7000 and must be enrolled as participants in the State Economic Security for All program of enrollment in the Efforts to Outcomes (ETO) management system. Only participants that have been determined WIOA eligible may be co-enrolled in Federal EcSA and/or other WIOA programs. All participant services received must be documented in ETO or its successor.

All performance targets identified in the deliverables section of the table below are specific to this contract and must be unique from Federal EcSA contract performance.

If the Contractor is below 90% of performance for any of the targets or expenditure projections at the end of the second quarter, OWDC staff will recapture funds. However, the Contractor may seek an exception if desired by providing a written explanation of the reasons for the shortfall and a commitment to meet or exceed performance and spending targets in the following quarter.

Contractor will receive **\$492,440** to complete all outcomes and deliverables as described in matrix below by June 30, 2025. The funding will be broken out in 3 funding streams:

\$278,958 for People experiencing poverty
\$115,982 for People demonstrating financial need
\$97,500 for Business Navigators

ASKS, TIMELINES, ACTIVITIES, DELIVERABLES, & OUTCOMES

Deliverables, Timelines, Activities, &Outcomes			
Tasks	Timeline	Activities to accomplish outcome	Anticipated Outcomes / Deliverables
<p>1. Partnership</p> <p>Work as a coordinated system to help more people move out of poverty, with a particular focus on people of color and people in rural counties, including tribal nations.</p> <p>Coordinate with existing local providers to make benefits easier to access.</p>	Ongoing throughout the contract period of performance, with meaningful progress reported each quarter.	<p>A. Develop a local grant coordination partnership that includes the LWDB, people experiencing poverty, people of color, homelessness programs, and representatives of the Health Care Authority, Community Services Offices, Accountable Communities of Health, Associate Development Organizations and other members to make state and local benefits easier to access and work as a coordinated system to help more people move out of poverty. This may be an existing or new group, but it must include all the listed partners, to comply with state law.</p> <p>B. Include individuals experiencing poverty in all aspects of design, planning, and implementation.</p> <p>C. With partners, provide input and identify examples of federal regulations that prevent better local coordination and identify other needs for additional state and federal funding for continuous improvement of the poverty reduction system in future years.</p> <p>D. Review the Quarterly Outcomes tab of the Budget and Performance Form (Exhibit B) 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. Progress and activities must be provided to ESD in Quarterly Narrative Reports as outlined in section 2 below.</p> <p>II. Quarterly meeting agendas demonstrating completion of items A and D, to ensure compliance with state law.</p> <p>III. Submission of your area's input regarding item C, at least once during the grant period.</p>
<p>2. Moving people out of poverty</p> <p>Work with partners to move people to self-sufficiency, with a strong focus on people of color and people in rural communities; and recruit:</p> <ol style="list-style-type: none"> 1. individuals who are experiencing poverty; and 2. individuals demonstrating financial need but 	Ongoing throughout the contract period of performance, with meaningful progress reported each quarter.	<p>A. Utilize the Bundled Services Desk Aid to provide streamlined access to services, or a similar tool that is equally or more robust may be used with permission from ESD.</p> <p>B. Work with partners, including DSHS, to facilitate easier access to all state and local government services. The team must provide convenient one-stop access to benefits available to encourage participants to apply for and, if eligible, receive Supplemental Nutritional Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF) benefits, Medicaid benefits, Workforce Innovation and Opportunity Act (WIOA) supportive services, and other financial and health benefits, as appropriate</p>	<p>See Exhibit B - Budget and Performance Form for contractual targets on each of the following:</p> <p>Attainment of Self-sufficiency</p> <p>I. Total number of EcSA participants entering employment at or above their Self-Sufficiency goal, and a breakdown by participants experiencing poverty and participants demonstrating financial need</p>

<p>below the UW Self-Sufficiency Standard;</p> <p>who meet WIOA eligibility, excluding requirements to register for Selective Service, and coordinate service delivery to help participants attain self-sufficiency.</p>		<p>for each person. Consistent use of the Bundled Services Desk Aid fulfills this item.</p> <p>C. Develop career plans for each EcSA participant, that includes identification of a Self-Sufficiency target using the UW Self-Sufficiency Calculator. Capture individual participant targets and track progress towards attainment of Self-Sufficiency in the Calculator database.</p> <p>D. Based on career plans, connect EcSA participants to subsidized job training and other allowable services as defined in Policy 7000 that lead to employment at or above their customized Self-Sufficiency goal.</p> <p>E. Based on assessment of participants and their household needs, coordinate connection to supportive services and wraparound supports, which may include 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>F. Co-enroll WIOA eligible participants in WIOA Adult, Youth, and Dislocated Work programs, as appropriate.</p> <p>G. Provide streamlined access to local partners who can pay for education or training elements of a person experiencing poverty or person with financial need's individualized career plan using federal Pell grants, the Washington College Grant- Connect or other resources.</p> <p>H. Provide streamlined access to local partners who can make monthly payments to people experiencing poverty and people who demonstrate financial need while in training, using existing resources such as incentive payments, work study payments, work experience payments, needs-related payments, or other financial aid or workforce development resources, as identified locally and in consultation with technical assistance provided by ESD.</p>	<p>Attainment of Employment at or Above 200%FPL</p> <p>II. Total number of EcSA participants entering employment at or above 200% of the Federal Poverty Limit, and a breakdown by participants experiencing poverty and participants demonstrating financial need</p> <p>Training:</p> <p>II. Total number of EcSA participants placed in training for employment in an occupation with average starting wage at or above 200% of the Federal Poverty Limit, and a breakdown by participants experiencing poverty and participants demonstrating financial need</p> <p><i>Reported trainings can include training funded by WIOA or other programs, for co-enrolled State EcSA customers, and can include the following services: college or university education, apprenticeship or pre-apprenticeship training, Work/Internship Experience, Transitional Jobs, Occupational Skills Training, and On-the-Job Training.</i></p> <p>Enrollments:</p> <p>I. Total number of eligible individuals enrolled in</p>
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		<p>I. Provide equitable access to this program, and other state and local services within contractor's system of influence, for people with disabilities, which may include equipment and technology purchases.</p> <p>J. Provide options for career development, English language learning, and other services for both parents in two-parent families when requested by participants.</p> <p>K. Include an analysis of customer feedback and actions taken to respond, based upon a standardized customer feedback mechanism.</p> <p>L. Track and report spending by Service Category on a quarterly basis on Quarterly Financial Reports provided by ESD including:</p> <ul style="list-style-type: none"> a. Career Services Expenditures b. OST Expenditures c. OJT Expenditures d. WEX Expenditures e. Incentive Payments Expenditures f. Cash Payments/Stipends Expenditures g. Needs Related Payments Expenditures h. Support Services Expenditures – <p>BROKEN OUT IN FOLLOWING CATAGORIES: child care, housing, transportation, car repair, and other</p>	<p>EcSA, and a breakdown by participants experiencing poverty and participants demonstrating financial need</p> <p>Bundled Services Desk Aid</p> <p>I. Demonstrate that the Bundled Services Desk Aid is consistently being used with every EcSA participant, to help ensure compliance with state law.</p> <p>Progress and activities must be provided to ESD on a quarterly basis in Quarterly Narrative and Outcome Reports provided by ESD.</p> <p>All state funded services and outcomes must be documented in ETO.</p> <p>Submit Quarterly Financial Reports to ESD, using reporting template provided by ESD.</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 in poverty.</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. 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 ESD evaluator selected to evaluate EcSA programs to ensure</p>	<p>I. Progress and activities must be provided to ESD in Quarterly Narrative Reports as outlined in #2 below.</p> <p>II. Report types of efforts to raise the profile of EcSA and promote the importance of poverty reduction among your local leaders and community</p>

		<p>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>	
<p>4. EcSA Business Navigators</p> <p>Increase local business navigator support to develop business partnerships that lead to training and employment opportunities.</p>	<p>Ongoing throughout the contract period of performance, with meaningful progress reported each quarter.</p>	<p>A. Support placement and retention of EcSA participants as a main focus, as well as WIOA Title 1 participants, and others with barriers to employment, for training and employment opportunities developed through business partnerships.</p> <p>B. Help employers successfully recruit and retain talented individuals who may need support with barriers to employment, including but not limited to EcSA participants.</p> <p>C. Serve as a conduit between employers and the many programs available to serve them.</p> <p>D. Help support employers to utilize various tools such as EcSA, Career Connect WA, Job Skills & Customized Training, Impact WA, Commerce sector leads, Shared Work and/or others to refine their approach to hiring entry level workers, develop upskill/backfill strategies and work experience, on-the-job training, and unsubsidized placement opportunities.</p>	<p>I. Quarterly report on the following:</p> <ul style="list-style-type: none"> I. # of employers engaged II. # of assistance provided to help employers adapt to hiring new populations (tied to activity “B”, based on local strategy) III. # of Work Experiences developed IV. # of OJT opportunities developed V. # of EcSA participants connected to training or employment opportunities developed VI. # of WIOA Title I participants connected to training or employment opportunities developed VII. # of unsubsidized placement opportunities supported (tied to activities “C” and “D”)

Attachment C: Budget Summary & Performance Outcomes

EcSAContract FY25				
Accounting Category	Below 200%	Above 200%	Business Navigator	Total
Salaries & Wages	46676	20014	33345	100,035
Employee Benefits	18791	8093	13442	40,326
Salaries & Wages- IT Allocated	1754	759	1256	3,769
Employee Benefits-IT Allocated	504	218	361	1,083
IFA&Major Contract - CZ	3	1	2	6
Supplies - EA D	6	3	4	13
Communications - EB E	560	242	401	1,203
Utilities - EC F	3	1	2	6
Facilities - ED F	20	9	15	44
Repairs, Alterations & Maintenance - EE F	10	4	7	21
Printing - EF E	0	0	0	-
Training - EG C	1	1	1	3
Equipment Rental - EH	1	1	1	3
Subscriptions - EJ D	2500	2500	0	5,000
Main Frame Printing, Consolidated Mail (DES) - EK E	36	16	26	78
Data Processing/Computer Services (Wa Tech) - EL F	2557	1106	1831	5,494
Attorney General Services - EM	0	0	0	-
Personnel Services - EN E	237	102	170	509
Insurance - EP F	52	23	37	112
Professional Services - ER (Outside Training/Outreach/Communication) E	112	48	80	240
Audit Services - ET E	253	109	181	543
Office of Equity - EU	91	40	66	197
Administrative Hearings - EV	0	0	0	-
Archives & Licenses and Maint. - EW E	45	19	32	96
Software, Licensing and Maintenance - EY F	1006	435	721	2,162
Miscellaneous Other - EZ D	0	0	175	175
Travel - G	4522	9	4516	9,047
Equipment - J	36	16	26	78
Participants (detail below)	185912	76523	31322	293,757
AS&T request	13270	5690	9480	28,440
Total Operating Costs	278,958	115,982	97,500	492,440
PARTICIPANT COSTS ONLY				
Accounting Category				Total
WEX Wages	49,400.00		10,808.00	60,208.00
WEX Benefits	12,350.00		4437	16,787.00
On the Job Training	24000	24000	16077	64,077.00
7410 Basic Support Services	21690	8940		30,630.00
7411 Support Services Transportation	17352	7152		24,504.00
Institutional Training	61120	36431		97,551.00
Internship Wages				0.00
Internship Benefits				0.00
Total Participant Costs	185,912	76,523	31,322	293,757.00

Projected Outcomes by Quarter - People Experiencing Poverty				
Performance Indicator	2024 Jul - Sep	2024 Oct - Dec	2025 Jan - Mar	2025 Apr - Jun
Eligible People Experiencing Poverty enrolled in EcSA	117	124	132	140
Participants placed in training for employment at or above 200% of the Federal Poverty Level	8	15	23	30
State EcSA Work/Internship Experience	1	1	2	2
State EcSA Transitional Jobs	0	0	0	0
State EcSA Occupational Skills Training	6	12	18	24
State EcSA On-the-Job Training	0	1	1	2
State EcSA Apprenticeship Training	1	1	2	2
Space for additional locally determined milestone targets				
Participants entering employment at or above 200% of the Federal Poverty Level	13	26	39	52
Participants entering employment at or above their unique UW Self-Sufficiency wage goal	0	0	8	16
*please add quarterly outcomes cumulatively				
*Contract targets are for unique individuals separate from WIOA funded EcSA contracts.				
Projected Outcomes by Quarter - People Who Demonstrate Financial Need				
Performance Indicator	2024 Jul - Sep	2024 Oct - Dec	2025 Jan - Mar	2025 Apr - Jun
Eligible individuals who demonstrate financial need enrolled in EcSA	4	6	14	16
Participants placed in training for employment at or above 200% of the Federal Poverty Level	2	2	3	3
State EcSA Work/Internship Experience	1	1	1	1
State EcSA Transitional Jobs	0	0	0	0
State EcSA Occupational Skills Training	1	1	2	2
State EcSA On-the-Job Training	0	0	0	0
State EcSA Apprenticeship Training	0	0	0	0
Space for additional locally determined training and exit outcomes				
Participants entering employment at or above 200% of the Federal Poverty Level	1	1	5	7
Participants entering employment at or above their unique UW Self-Sufficiency wage goal	0	0	2	6

CERTIFICATE OF LIABILITY INSURANCE

Issue Date 1/21/2020

ISSUED BY:

State of Washington
 Department of Enterprise Services
 Office of Risk Management
 PO Box 41466
 Olympia, WA 98504-1466

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE STATE OF WASHINGTON SELF INSURANCE LIABILITY PROGRAM.

COVERAGE AFFORDED BY**State of Washington Self Insurance Liability Program****INSURED:**

State of Washington
 Employment Security Department
 ATTN: Carole Mathews
 212 Maple Park Avenue SE
 Olympia, WA 98503

THE STATE OF WASHINGTON, INCLUDING ALL ITS AGENCIES AND DEPARTMENTS, IS SELF-INSURED FOR TORT LIABILITY CLAIMS. ALL CLAIMS MUST BE FILED WITH THE STATE OFFICE OF RISK MANAGEMENT FOR PROCESSING IN ACCORD WITH STATUTORY REQUIREMENTS.

COVERAGES

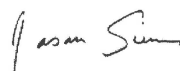
THIS IS TO CERTIFY COVERAGE DESCRIBED BELOW IS PROVIDED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE SELF-INSURANCE LIABILITY PROGRAM IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH PROGRAM.

TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE COVERAGE	Self-Insured	Continuous	Continuous	BODILY INJURY, PROPERTY DAMAGE & PERSONAL INJURY COMBINED EACH OCCURRENCE \$5,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED EACH ACCIDENT \$5,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	L & I	Continuous	Continuous	WC – STATUTORY
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Coverage applies as respects tort liability claims against the State of Washington as covered by the Tort Claims Act (RCW 4.92 et seq.) The Certificate Holder is named as additional insured, but only as respects the negligence of the State of Washington.

CERTIFICATE HOLDER:**CANCELLATION****EVIDENCE OF INSURANCE**

SHOULD THE SELF INSURANCE LIABILITY PROGRAM BE CANCELLED, THE STATE OF WASHINGTON WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT IMPOSE ANY OBLIGATION OR LIABILITY UPON THE STATE OF WASHINGTON, ITS OFFICIALS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:**CERTIFICATE NUMBER CRT 2020-00465**


Jason Siems, State Risk Manager