



CONTRACT # K7818

Between

WASHINGTON STATE EMPLOYMENT SECURITY DEPARTMENT

And

KITSAP COUNTY

DBA: OLYMPIC WORKFORCE DEVELOPMENT COUNCIL

CONTRACT INFORMATION		GRANT NUMBER: 6101-7572-03	
Contract start date October 1, 2022	Contract end date September 30, 2024	Sub Award amount \$735,952.00	
Purpose This is a subaward under the QUEST Disaster Recovery – WIOA National Dislocated Worker Grant (DWG).			
PARTIES:		Other Party's UEI: LD6MNJ62JQD1	
Kitsap County			
Address 614 Division Street, MS 23 ,Port Orchard, WA 98366		Business registration or UBI 182002345	Statewide Vendor Number SWV0008949-16
Contract Manager Alissa Durkin	Telephone: (253) 370-1136	Email adurkin@kitsap.gov	
Employment Security Department (ESD)			
Contact address 212 Maple Park Ave SE, Olympia, WA 98501		Division Employment System Policy and Integrity	
Contract Manager Erica Maki	CM Phone 360-522-2732	CM email Erica.Maki@esd.wa.gov	
ATTACHMENTS: This Contract includes the following attachment(s) and document(s) incorporated herein			
Exhibit A – Statement of Work. Exhibit B – Performance and Budget Form. Exhibit C – WIOA Supplemental Terms and Conditions. Exhibit D – Certifications: D1 Regarding Lobbying / D2 Regarding Debarment and Suspension Exhibit E – U.S. Department of Labor, Notice of Award (NOA) – FAIN # DW-39203-22-60-A-53 – attached herein for reference purposes only.			
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding, all previous Contracts, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract.			
Subrecipient – Board of County Commissioners, Kitsap County, Washington Charlotte Garrido, Chair <i>Charlotte Garrido</i> Date 1/9/2023		Employment Security Department Danielle Cruver, Chief Financial Officer Date 1/12/2023 DocuSigned by: <i>Danielle Cruver</i> 82FD1908E9A447F...	
Robert Gelder, Commissioner <i>Robert Gelder</i> Date 1/9/2023		Attestation for Kitsap Commissioners: By Dana Daniels, Clerk of the Board <i>Dana Daniels</i>	
Katherine T. Walters, Commissioner <i>Katherine T. Walters</i> Date 1/9/2023			

Note: Additional signatures needed on Exhibit D-1 and D-2.



This Contract (hereinafter also referred to as "Agreement") serves as the grant subaward document between the Washington State Employment Security Department, hereinafter called "ESD", and Kitsap County, hereinafter called "Subrecipient." ESD and Subrecipient may also be individually referred to as Party, or jointly referred to as Parties.

The Parties hereby mutually agree as follows:

INTRODUCTION:

1. BACKGROUND AND PURPOSE

The Employment Security Department, on behalf of the state of Washington, applied for, and was the Awardee of, the QUEST Disaster Recovery Dislocated Worker Grant (DWG). ESD is issuing a subaward to the subrecipient for that entity to perform the functions and deliverables as set forth in the Notice of Award, and as required by the DWG. This contract (also referred to as "Agreement") serves as the document establishing the subaward requirements.

Under the Federal Notice of Award (NOA), various terms and conditions of that award must be forwarded onto subrecipients who receive subawards of the grant funds. To this end, the terms and conditions of this agreement must be strictly followed.

- The body of this agreement provides direct terms and conditions consistent with the performance requirements, compensation, reporting, ESD oversight and review, and general administrative contractual requirements.
- Exhibit C provides terms and conditions that are specifically required under WIOA funding.
- Exhibit D provides a complete inclusion of all terms and conditions set forth in the NOA, some of which may be applicable and/or nonapplicable to the performance obligations set forth in this agreement.

The purpose of this agreement is to establish the terms and conditions under which the subrecipient will receive the subaward, and perform the required duties in accordance with the NOA.

2. AUTHORIZATION

This agreement is authorized under 2 CFR §200.331 and WIOA Sec. 170 National Dislocated Worker Grants.

TERMS AND CONDITIONS:

3. CONTRACT TERM

The term of this agreement is from October 1, 2022, regardless of the date of execution, to September 30, 2024. Parties may agree to extend or reduce the term per a mutually executed amendment.

4. SUBGRANT COMPLIANCE

In accordance with §A.1 of the NOA, attached hereto as Exhibit E, a recipient of a federal grant must assure that all subrecipients fully comply with the rules and requirements as specified in the award document. To that extent, the Subrecipient's execution of this agreement establishes and confirms that Subrecipient has fully read, understands, and will comply with all terms, conditions, requirements, and restrictions of this agreement, to include the WIOA terms and

conditions set forth in Exhibit C. This further includes that the Subrecipient has read and understands the nature of the NOA and that Subrecipient will take no action under this agreement that will cause ESD to be in violation of the NOA.

5. STATEMENT OF WORK

The Subrecipient shall furnish the necessary personnel, labor, and services, and otherwise do all things necessary for or incidental to the performance of the work set forth in the Statement of Work (SOW) attached as **Exhibit A**.

Parties may amend the SOW to include additional work, or an increased scope of work, which may be enhanced from the inclusion of additional funding from other grants. Any additional statement of work will be labelled as **Exhibit A**, with an additional sequential numeric indicator: For example: Exhibit A1, A2, A3, etc.

6. FUNDING AND COMPENSATION

Total Amount: The amount of compensation for this sub award, for completion of all services and requirements contained in this Agreement (including costs), is **\$735,952.00**.

Funding Allocation: The allocation of the compensation for this agreement is set out on the Budget Form, Exhibit B. Subsequent budget forms may be incorporated into this agreement, as Exhibit B, with an and include a sequential numeric indicator: Exhibit B1, B2, B3, etc. Additional incorporated budgets may provide supplemental budget information, or may wholly replace the current budget as set forth thereon.

Monitoring: ESD will monitor Subrecipient’s activities to ensure proper use of federal funds. All fund use must comply with the Workforce Innovation and Opportunity Act (WIOA), Training and Employment Guidance Letters (TEGL) 16-21, TEGL 2-22, WIN 0132 and applicable federal regulations. All grant participants must meet the eligibility criteria outlined in TEGL 16-21 and be enrolled as participants in the COVID-19 Disaster Recovery DWG program of enrollment in the Efforts to Outcomes (ETO) management system or its successor. All participant services received must be documented in ETO or its successor.

General Funding Information	
Catalog of Federal Domestic Assistance (CFDA) # / Assistance Listing Numbers (ALN)	17.277 – WIOA National Dislocated Worker Grants / WIA National Emergency Grants (NEGs)
Federal Award Identification Number (FAIN) #	DW-39203-22-60-A-53
Is this grant agreement for R&D?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

7. BUDGET CHANGES

Subrecipient may make changes to the budget, without a formal modification to the Contract and without securing the prior approval of ESD, only under the following conditions:

- a. The revisions must not result in the need for additional funding;
 - b. The revisions must not result in the need to adjust performance targets established in this Contract;
 - c. The revisions must neither alter the scope of work nor the Statement of Work;
 - d. The revisions must not be prohibited by applicable federal or state statutes or regulations;
- and

- e. The revisions do not exceed 10% of the total costs originally budgeted in the category. Such variance may be between line items only and may not alter the total amount of money originally budgeted in the major cost categories. The Subrecipient will send written notices of allowed variances to ESD as soon as is practicable.
- f. The revisions do not apply to equipment costs, which must be pre-approved, nor to administrative costs identified at 20 C.F.R. 683.215. Administrative costs may not exceed 10 percent.

All other budget changes must be made pursuant to a properly executed amendment.

8. RIGHTS OF RECAPTURE AND REDISTRIBUTION OF FUNDS

ESD may recapture and redistribute all contract funds awarded or made available to the Subrecipient. ESD may perform such a recapture under its own discretion, but will be required to consider a recapture and redistribution based on the following:

- a. Subrecipient does not complete tasks as outlined in this Contract; and
- b. Subrecipient's quarterly performance actuals or expenditures do not meet targets or projections specified in this Contract.

If the Subrecipient is 20% or more below performance targets or expenditure projections for two (2) consecutive quarters, the Subrecipient will submit to ESD a recommendation regarding the recapture of funds. ESD will receive and consider this recommendation and will issue a decision to the Subrecipient which may result in the recapture of funds and adjustments to the performance targets or expenditure projections included in this Contract.

9. BILLING PROCEDURE

Subrecipient must submit invoices for services performed under this Contract on an Invoice Voucher (Form A-19). Invoices should be submitted monthly and must identify such information as is necessary for ESD to itemize and determine the exact nature of all expenditures, goods, and/or services invoiced. **This mandatory information minimally includes the following:**

- a. The Contract number and Grant number herein.
- b. QUEST Disaster Recovery DWG.
- c. The Expenditure Detail Form received from ESD, and
- d. Financial system Documentation.

ESD will pay the Subrecipient for completed and approved work within thirty (30) days of receipt of invoice.

The invoice voucher shall be submitted to:

Employment Security Department
Attention: Erica Maki
esdgpworkforceinitiatives@esd.wa.gov

Subrecipient must register as a Washington State Statewide Vendor (ofm.wa.gov/payee) and receive a Statewide Vendor Number (SWV) in order receive payment from ESD.

10. REPORTING

The Subrecipient shall provide the ESD Contract Manager Quarterly Narrative status reports on all Contract activities, budgets, and expenditures using report forms approved by ESD to ESDPWorkforceInitiatives@esd.wa.gov. 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 thirty (30) days following the end of a quarter. Quarters end on March 31, June 30, September 30, and December 31.

Comply with WIOA Title I Policy #5245 regarding the closeout of this Contract. This includes, but is not limited to, completing a formal closeout within sixty calendar days, or as otherwise instructed, after the end of this Contract, or when the funding is fully utilized, whichever comes first.

a. Subrecipient Quarterly Reports

Subrecipient must submit quarterly financial reports to the ESD budget office; reports are due by October 31, January 31, April 30, and July 31. These reports should be sent via email by the Subrecipient to: esdgpsdfundmngmt@esd.wa.gov. These reports must comply with WIOA Title I Policy #5240.

b. Certifications

Any annual and final fiscal reports or vouchers requesting payment under this Contract must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.”

c. Cost Rates

Subrecipient must submit an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no such rate exists Subrecipient must submit to the ESD Systems and Reports Unit, ESDGPSsystemsAndReports@esd.wa.gov, upon contract execution either a rate negotiated between the pass-through entity and the subrecipient, or a de minimis indirect cost rate as defined in 2 CFR Part 200.414 – Indirect Facilities and Administrative costs.

11. PERFORMANCE NOTIFICATION

If, for any quarter, Subrecipient falls 20% or more below performance targets or expenditure projections and/or does not fully perform activities specified in this Contract, then Subrecipient must notify ESD Contract Manager and must also develop and submit a written plan that addresses both the causes and the corrective steps to mitigate and prevent such occurrences.

Based on the severity and/or the number of incidences, ESD may deem the non-compliance as a possible breach of this Contract, at which time the termination for cause sections, set forth later in this Contract, will be controlling.

12. INSURANCE

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

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

In the event of cancellation, non-renewal, revocation, or other termination of any insurance

coverage required by this Contract, Subrecipient must provide written notice of such to ESD within five business days of Subrecipient's receipt of such notice. Failure to acquire and maintain insurance may, at ESD's sole option, result in Contract termination.

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

13. TERMINATION AND SUSPENSION

Non-compliance

- a. **Termination or Suspension for Cause:** In the event ESD determines the Subrecipient has failed to comply with the conditions of this Contract in a timely manner, ESD has the right to suspend or terminate this Agreement. ESD may terminate immediately or, at its sole discretion, ESD may notify the Subrecipient in writing of the need to take corrective action, and allow the Subrecipient time to cure its breach. Additionally, if ESD deems it necessary, it may immediately suspend this contract while it investigates the nature of a breach, and/or while it allows the Subrecipient to complete its cure process. If ESD elects to utilize an immediate termination, it must be able to demonstrate how continuation of the contract may cause immediate harm to ESD, the State of Washington, or its residents, or that it causes an ongoing breach to ESD Grant Award.

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

- a. **Termination for Funding Reasons:** ESD may terminate or suspend this Contract in the event that funding from federal, state, or other sources becomes no longer available to ESD or is no longer allocated for the purpose of meeting ESD's obligation hereunder. In the event funding is limited in any way, this Contract is subject to re-negotiation under any new funding limitations and conditions.
- b. **Termination for Convenience:** ESD, upon providing at least twenty days' written notice, may terminate or suspend this Contract, in whole or in part for convenience. Subrecipient shall continue to provide services under this Contract until the actual termination or suspension date stated by ESD. If this Contract is terminated, ESD shall be liable only for final payment for services rendered or expenses incurred prior to the effective date of termination.
- c. **Termination for Withdrawal of Authority:** In the event that ESD's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract, ESD may terminate this Contract by seven (7) calendar days or other appropriate time period by written notice to Subrecipient. If the authority is withdrawn before ESD can provide a full seven-day notice, ESD will only be required to give the amount of notice available. No penalty shall accrue to ESD in the event this Section is exercised. None of ESD's administrative terminations shall be construed to permit ESD to terminate this Contract in order to acquire similar Services from a different third party.

14. ACCESS AND MONITORING

Subrecipient understands that pursuant to the NOA, ESD not only has the right to review and provide oversight of the Subrecipient's compliance herein, but ESD also has the obligations to perform such activities.

Audits

To the extent permitted by law, at any time during normal business hours and as often as ESD deems necessary, ESD, the Office of the State Auditor, U.S. Department of Labor (DOL), the Comptroller General of the United States, or any of their duly authorized representatives, and any other persons duly authorized by ESD, has the right audit and/or

review Subrecipient's records related to this Agreement. Subrecipient shall make its records available for review, inspection, or audit upon request. The duly authorized organizations further shall have the authority make excerpts or transcripts from records including all contracts, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Contract. Subrecipient will maintain its records and accounts in such a way as to facilitate the audit and ensure that Grantees also maintain records that are auditable. Subrecipient is responsible for any audit exceptions resulting from its own actions or those of its sub-grantees.

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

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

Records Storage

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

15. AMENDMENTS

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

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

16. ASSIGNABILITY

Subrecipient may not assign or delegate any rights or services, nor any claims arising hereunder, whether in whole or in part, to other entity without the expressed written consent of ESD.

17. ATTORNEY FEES AND COSTS

If any litigation is brought to enforce this Contract or any litigation arises out of any contract term, clause or provision, each party shall be responsible for its own expenses, costs and attorney fees.

18. COMPLIANCE WITH APPLICABLE LAW

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

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

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

within the State of Washington.

19. CONTRACT MANAGEMENT

Each respective Contract manager listed on page one is the designated person for the general management of this Contract, to include receiving all communications and notices related to the contract. All correspondence and notices from either party will be deemed as being properly sent to the other party if made by emailing said written communication to the other party's identified contract manager.

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

20. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises and cannot be resolved by direct negotiation, the parties agree to participate in non-binding mediation in good faith. The mediator shall be chosen by Contract of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, or a Dispute Resolution Board. Either of the parties may also request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

21. ELECTRONIC SIGNATURES, COUNTERPARTS, AND DELIVERY

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

22. GOVERNANCE

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue hereunder will be in the Superior Court for Thurston County.

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

- a. Applicable Federal codes, acts, and rules. (To include TEGs)
- b. The NOA as attached herein.
- c. The WIOA terms and conditions as attached herein.
- d. All Washington State Statutes and Regulations. (To include WIN Guidance)
- e. All terms and conditions in the body of this agreement.
- f. Any additional attachments in their descending alphabetical order.
- g. Any other material incorporated herein by written reference.

23. INDEMNIFICATION

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

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

24. INDEPENDENT CAPACITY

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

25. LIMITATION OF LIABILITY

Neither Subrecipient nor ESD will be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except any claim related to bodily injury or death; a breach of confidentiality or cybersecurity; or a claim or demand based on patent, copyright, or other intellectual property right infringement.

Neither party will be liable to the other party unless damage is proximately caused by such party's respective fault or negligence. Neither the Subrecipient nor ESD will be liable for damages arising from causes beyond their reasonable control and without that party's own fault or negligence.

26. RECORD RETENTION AND ACCESS

Retention

Subrecipient shall maintain all records and accounts connected to this agreement for a period of no less than six years after the conclusion of this Agreement. Subrecipient shall retain the records and accounts in such a way as to facilitate any audits or examinations conducted in accordance with this Contract or under applicable laws. Subrecipient shall also require that Subcontractors maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

Access:

To the extent permitted by law, at any time during normal business hours and at the discretion of ESD, the Office of the State Auditor, Department of Labor (DOL), the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by ESD, Subrecipient will make its records available for inspection. To the extent permitted by law, these duly authorized organizations have the authority to audit, examine, and make excerpts or transcripts from records including all contracts, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Contract.

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

27. SEVERABILITY

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

28. SUBCONTRACTING

If Subrecipient procures for subawards with funds from this grant, subrecipient must follow federal requirements as laid out in the Notice of Award (Exhibit E) and 2CFR 200.320. As applicable, Subrecipient must also follow state procurement laws as set forth in Chapter 39.26 RCW.

Subrecipient is responsible for assuring that any agreement with a subcontractor includes all necessary terms and conditions that must be passed down from this agreement to the subcontractor.

Subrecipient further acknowledges that approval for any subcontractor does not reduce or ~~release~~ the Subrecipient of its liability for any breach of the Subrecipient's or subcontractor's duties. The Subrecipient shall remain responsible and liable to ESD for the performance of any and all subcontractors to the same extent that Subrecipient would be responsible and liable to ESD had Subrecipient performed such services.

29. SURVIVORSHIP

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

30. USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

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

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

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

31. WAIVER

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

EXHIBIT A: STATEMENT OF WORK
Quality Jobs, Equity, Strategy, and Training (QUEST) Disaster
Recovery DWG
LWDB 1

Olympic Consortium, hereinafter called "Subrecipient" or "Grantee," will complete the work described in the Statement of Work Matrix which follows, and as outlined in the WA State QUEST DWG Application and subsequent full application submitted to U.S. Department of Labor (DOL) including any modifications thereafter, and provide the deliverables indicated for all tasks. The Subrecipient will submit quarterly reports to ESD, outlining and detailing Statement of Work activities as well as progress toward, and completion of, all outcomes and deliverables. These reports will contain narrative detail and direct evidence of Statement of Work activities.

Subrecipient will also provide any additional information and documentation requested by ESD that is required for submission of Quarterly Performance (QPR) and Quarterly Narrative Reports (QNR) to DOL in accordance with Training and Employment Guidance Letter (TEGL) 14-18.

ESD will monitor Subrecipient to ensure proper use of federal funds. All fund use must comply with the Workforce Innovation and Opportunity Act (WIOA), TEGL 16-21 (and future iterations), TEGL 2-22 (and future iterations), WIN 0132 (and future iterations), and applicable federal regulations. All grant participants must meet the eligibility criteria outlined in TEGL 2-22, WIN 0132, and be enrolled as participants in the QUEST DRDWG program of enrollment in the Efforts to Outcomes (ETO) management system or its successor. All participant services received must be documented in ETO or its successor.

Subrecipient will receive **\$735,952** to conduct activities and complete all outcomes and deliverables described in the Statement of Work Matrix by September 30, 2024.

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

These will be reported through Quarterly Narrative and Outcome Reports to ESD, using forms provided by ESD, which summarize progress and activities related to each task and report quarterly projected outcomes versus actuals.

Subrecipient is empowered to carry out the following categories of tasks as expressed in the USDOL statement of work to the State of Washington for this grant:

1. Coordinated outreach to people whose employment has been negatively impacted by COVID-19, with a focus on outreach to BIPOC communities, rural communities, people with disabilities, underserved communities, and other disproportionately impacted communities.
2. Engage with local and regional businesses to help find the workers they seek and implement new and/or strengthen local and regional sector partnerships in order to move participants into high quality jobs.
3. Provide high-quality, coordinated, and allowable career, training, and supportive services, with a focus on placing participants into unsubsidized, high-quality employment, as defined in TEGL 2-22. We encourage you to consider how the University of Washington self-sufficiency calculator may play a role, but it is not a requirement.
4. Engage with state and peers.

Deliverables, Timelines, Activities, and Outcomes			
Tasks	Timeline	Activities to accomplish outcome	Anticipated Outcomes / Deliverables
1. Coordinate outreach to recruit eligible participants (see TEGL 2-22 and WIN 0132) with a focus on those whose employment has been negatively impacted by COVID-19, including individuals from BIPOC communities, rural communities, people with disabilities, underserved communities, and/or other disproportionately	QUEST Outreach Plan due February 28, 2023 Ongoing throughout the contract period of performance, with meaningful progress reported each quarter.	A. Develop an operational plan for community and participant outreach. B. Coordinate efforts with partners so that actions and decisions represent the full local partnership; promote equity; and provide unified employment and support services across multiple local partners.	I. QUEST Outreach Plan. See Key Deliverables Section for requirements. II. Report quarterly on progress of development and implementation of outreach plan. III. Identify other progress made in Quarterly Narrative Reports.

<p>impacted communities.</p>			
<p>2. Engage with local and regional businesses to help find the workers they seek and implement new and/or strengthen local and regional sector partnerships to inform local, tailored sector strategies to provide opportunities for participants to train for, or translate their existing skills into, high-quality jobs.</p>	<p>Business Engagement Plan due February 28, 2023</p> <p>Ongoing throughout the contract period of performance, with meaningful progress reported each quarter.</p>	<p>A. Develop a Business Engagement Plan as identified in the Key Deliverables section below, to:</p> <ul style="list-style-type: none"> • Cultivate formal sector partnerships with demand industries and employers offering high-quality jobs as defined in TEGL 2-22. • Build and/or expand partnerships that bring together workers, employers, and labor to advance demand-driven workforce strategies. <p>B. Share information on the value and business benefits of increasing job quality and equity, and support in creating or expanding high-quality jobs.</p> <p>C. Implement your Business Engagement Plan.</p> <p>D. Review your Business Engagement Plan at least quarterly to assess progress, identify gaps, and determine any adjustments, if necessary.</p>	<p>I. Business Engagement Plan, see Key Deliverables section for requirements.</p> <p>II. Identify progress made in Quarterly Narrative reports</p> <p>III. Report on progress of development and implementation of Business Engagement Plan, including progress of key deliverables and achievement of milestones within your Business Engagement Plan.</p>
<p>3. Provide high-quality, allowable career, training, and supportive services that lead to</p>	<p>Ongoing throughout the contract period of performance, with meaningful progress reported each quarter.</p>	<p>A. Work with local partners to determine final subcontracts, as needed, for subsidized employment, training, support services, system navigators, and</p>	<p>I. Quarterly report on key partnerships within the unified employment system</p> <p>II. Number of</p>

<p>unsubsidized employment. We encourage you to consider how the University of Washington self-sufficiency calculator may play a role, but it is not a requirement.</p>		<p>local project managers and partnership facilitators.</p> <p>B. Deploy this project as part of the existing unified employment and service system, so that grant enrollees receive streamlined access to other community resources they may need to help ensure their success.</p> <p>C. Develop customized career and re-employment plans for participants to ensure they receive all services and referrals that match their unique needs.</p> <ul style="list-style-type: none"> • As appropriate, career plans could include addressing personal trauma, historical trauma, and behavioral health to help individuals and families build the necessary foundation for successful recovery. <p>D. Based on career and re-employment plans, connect participants to career, support and training opportunities based on a two tiered approach:</p> <ul style="list-style-type: none"> • Short-term training opportunities focused on aligning job seekers with current in-demand occupations and sectors that are capable of sustainably growing and rebuilding their workforces in the 	<p>partner referrals and where they came from/referred to (not in ETO)</p> <p>III. Number of participants enrolled</p> <p>IV. Number of participants receiving individualized employment plans.</p> <p>V. Number of participants receiving career services</p> <p>VI. Number of participants placed into training</p> <p>VII. Number of participants receiving supportive services</p> <p>VIII. Number of participants receiving needs related payments</p> <p>IX. Number of participants placed into unsubsidized employment</p>
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		<p>reopening period.</p> <ul style="list-style-type: none"> • Longer-term training opportunities that lead to credentials for occupations and sectors where post-recovery growth is anticipated. 	
<p>4. Engage with state and peers</p>	<p>Ongoing throughout the contract period of performance</p>	<p>A. Actively engage with the Statewide Partnership Team to work together to remove barriers to local implementation and support local success. This may include requesting federal waivers, state regulatory changes, or operational changes to existing programs to enable programs to work together more smoothly, harmonize intake and eligibility, improve recruiting from other programs into this grant or WorkSource, and reducing or removing fiscal cliffs.</p> <p>B. Participate in peer-to-peer learning about local partnerships throughout the state and identify successful practices that should be replicated.</p>	<p>I. Attend and actively participate in Statewide Partnership Team meetings.</p> <p>II. Attend and actively participate in Statewide Peer to Peer meetings.</p>

1. KEY DELIVERABLES AND REPORTING GUIDELINES

QUEST Outreach Plan:

Must include the following:

- Identify your target populations for outreach and explain your rationale for focusing on these populations.
- Identify your local measurement for knowing whether your work is resulting in new people from those targeted populations using your local services. Include a timeline, milestones, and quarterly targets for achievement of those measures.
- Who are your key partners and what are their roles in outreach? How have

- partners been involved in developing your outreach plan
- How do you plan to focus outreach on each of these target populations; what specific methods do you plan to use?
- How will you ensure outreach is culturally and linguistically appropriate to the identified target outreach populations?
- What is your plan for evaluating and adapting your Outreach Plan?

Business Engagement Plan

Must include the following:

- Identify the types of businesses and industry sectors (infrastructure, care economy, other) are the focus on your Business Engagement Plan? Explain your rationale for focusing on these.
- How will you expand partnerships with business or industry associations hiring workers into high-quality jobs?
- What is your plan for providing valuable solutions to hiring, retention, and other staffing challenges, particularly employers hiring workers into high-quality jobs, as defined in TEGL 2-22, and employers which aim to improve the quality of their jobs?
- How will you align the business engagement activities for this grant with existing, ongoing business engagement activities operated by state or local Rapid Response teams, state or local workforce development boards, or others?
- Include a timeline and milestones for achievement.
- Submit a revised Exhibit B to include quarterly targets for performance and expenditures.

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 Planning Form.

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

EXHIBIT B**Performance and Budget Spreadsheet**

Name of Contract:	QUEST NDWG
LWDB:	Olympic WDA1
Point of Contact	Bill Dowling
Phone/Email	360-689-8525
Funding Amount:	\$735,952

PERFORMANCE

# Total Planned Enrolled Participants*	44
# Participants Receiving Career Services*	44
#Participants Receiving Career Plans	44
#Participants in Transitional Jobs	6
#Participants in Work/Internship Experience	1
<i>#Participants in other planned Career Service your area is prioritizing</i>	2
# Participants Enrolled in Training Services*	33
#Participants in Customized Training	2
#Participants in Apprenticeship Training	1
#On the Job Training (OJT)	2
#Occupational Skills Training (ITA)	25
#Participants Completing Occupational Skills Training	20
<i>#Participants in other planned Training Service your area is prioritizing</i>	4
# Participants Entering Unsubsidized Employment at Exit*	30
# Participants Receiving Supportive Services	25
# Participants Receiving Needs Related Payments	0

*Subrecipients will be accountable for performance in these main categories.
Additional categories are for planning purposes only.

BUDGET

Personnel: Salaries, Benefits	\$ 73,595.00
Personnel: Travel	\$ -
Staff Training	\$ -
Equipment	\$ -
Supplies	\$ -
Facilities	\$ -
Communication	\$ -
Other	\$ -
Direct Participant Costs (if applicable to your LWDB)	\$ -
Indirect	\$ -
Subcontracts	\$ 662,357.00
Total Expenditures	\$ 735,952
Total Admin (Cannot exceed 10% of budget in line B44)	\$ 73,595.00

Exhibit C
WIOA SUPPLEMENTAL TERMS AND CONDITIONS
for
SUBGRANT AGREEMENTS
under
THE WORKFORCE INNOVATION and OPPORTUNITY ACT

1. ASSURANCES AGAINST DISCRIMINATION

Subrecipient assures that it will comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of contract:

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

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

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

2. CONFLICT OF INTEREST

Subrecipient shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. Subrecipient's actions under this Contract will be undertaken in an impartial manner, free from personal, financial, or political gain. Subrecipient, its executive staff and employees, in fulfilling this Contract, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

A conflict of interest arises when any of the following 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.
- d. Future employing organization.

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

3. FUNDING

Funding Provided Funding made available through this Contract is limited to the funding expressly provided in this Contract, providing that additional funding may be provided by mutual amendment. Subrecipient will use the funding provided in this Contract only on allowable costs. ESD will honor all allowable costs submitted within the funding period if funding is available.

Profit Any profit generated by funds made available under this Contract must be used or returned to ESD in accordance with WIOA Title I Policy #5220.

Indirect Cost Rate Subrecipient shall not spend funding obtained either through this Contract or any other WIOA Grant or contract on indirect or administrative costs in excess of their Negotiated Indirect Cost Rate.

Repayment of Disallowed Costs Subrecipient may be required to repay ESD for any costs that are determined by ESD to be a disallowable cost. This includes any costs for which non-WIOA funds have been received, or will be received as payment for the same.

Alternative Funding Subrecipient must notify ESD if it receives funding from other sources that correlates to the funding provided herein. Subrecipient must coordinate activities to avoid any duplication of funding.

4. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by ESD. ESD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright Laws, Subrecipient hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to ESD effective from the moment of creation of such Materials. This includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under this Contract, but that incorporate preexisting Materials not produced under this Contract, Subrecipient hereby grants to ESD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subrecipient warrants and represents that Subrecipient has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to ESD.

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

5. DEBARMENT AND SUSPENSION

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

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

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

6. CONFERENCES AND MEETINGS

Approval

Conferences sponsored in whole or in part by the Subrecipient using funding obtained through federal awards are allowable only if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipient must use discretion and judgment to ensure that all conference costs charged under this Contract are allowable and comply with the requirements in 2. CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

Executive Branch Meetings

The Subrecipient must not use any funds from this Contract for the purpose of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose this Contract. No funds from this Contract may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M12-12 Date May 11, 2012. (P.L 113-6, 3003(c)(d)(e)).

7. SUBRECIPIENT STAFFING AND WORKPLACE

a. Drug-Free Workplace

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

b. Subrecipient Salary and Bonus Limitations

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

c. Taxes

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

d. Motor Vehicle Safety Policies

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

e. Wages and Hours

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

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

f. Health Benefits Coverage

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

8. INTERNAL CONTROLS

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

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

9. LOBBYING

a. Restrictions on Lobbying

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

b. Certification

Subrecipient shall execute Exhibit D, to certify that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

c. Publicity

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

10. FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT

ESD is required to comply with the Federal Funding Accountability and Transparency Act (FFATA), when grant moneys are provided to a first-tier subaward, as in this instance. Subrecipient shall comply with all requirements of the FFATA, and shall provide ESD with all requested information, and the execution of all necessary documents, for compliance with this Act.

11. WHISTLEBLOWER PROTECTION

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

12. NONDISCRIMINATION

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

Subrecipient must not discriminate in any of the following areas:

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

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

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

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

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

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

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

Reporting Subrecipient shall promptly notify the State-Level EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited

English proficiency), age, disability, or political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in a WIOA Title I-financially assisted program or activity. The State-Level EO Officer will notify the Commissioner of Employment Security Department (ESD) and the Civil Rights Center (CRC).

13. PURCHASING AND CONTRACTING REQUIREMENTS

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

Prohibition on Contracting with Corporations with Felony Criminal Convictions

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

Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

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

Prohibition on Contracting with Inverted Domestic Corporations

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

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

Equipment and Supplies

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

Equipment Management

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

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

Supplies

Title to Supplies acquired with funding provided under this Contract shall vest with the Subrecipient at acquisition. A residual inventory of unused supplies exceeding \$5000 in value at the time of completion of this Contract must be used by the Subrecipient on other federal projects or sold. As long as the DOL retains an interest in the supplies, they must not be used to provide services for a fee that is less than private companies charge for equivalent services.

14. VETERANS PRIORITY

The Jobs for Veterans Act (Public Law 107-288) requires Subrecipient to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a recipient of grant moneys must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Subrecipient must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available: http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

15. VIOLATION OF PRIVACY ACT

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

16. USE OF STATE RESOURCES

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

17. WIOA FISCAL LEAD RESPONSIBILITIES

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

Specifically, the FL is responsible for the following:

- a. Charging to the Contract only expenses that are **allowable, allocable, necessary, and reasonable** (per 2 CFR 200) to WIOA and the Contract's Statement of Work.
- b. Preventing over-expenditure and promptly identifying alternate funds in the event of excess expenditures.
- c. Ensuring that goods and services are received during the Period of Performance.

- d. Certifying that expenditures made for personnel are in **direct proportion to the time and effort expended** on WIOA and Statement of Work activities.
- e. Complying with performance reporting requirements (it is not uncommon for ESD to withhold payment until required reports are received).
- f. Obtaining prior written approval from ESD for changes to the Contract budget or planned expenditures.
- g. Reviewing and reconciling expenditures and transactions with the Contract budget on at least a monthly basis.
- h. For Subrecipients charging indirect costs to the Contract, complying with Uniform Guidance indirect cost definitions and requirements which will include applying either an indirect cost rate approved by the Subrecipient's cognizant agency, a de minimis indirect rate (10%) established with ESD via the Contract budget, or negotiated Cost Allocation Plan with ESD.
- i. Ensuring the FL's financial management system of record and control environment provides for the:
 - I. Identification, in its accounts, of each and all federal funds received and expended by program and cost objective.
 - II. Accurate, current, and complete disclosure of the financial results of each and all federal awards or programs in accordance with the requirements set forth in 2 CFR 200.328 Financial reporting and 200.329 Monitoring and reporting program performance.
 - III. Identification and source documentation of the each and all federal fund source(s), authorizations, obligations, unobligated balances, assets, expenditures, income, and interest.
 - IV. Effective internal control(s) over, and accountability for, all funds, property, and other assets including, but not limited to, the safeguarding of all assets and assure that they are used solely for authorized purposes (per 2 CFR 200.303).
 - V. Comparisons of expenditures with budget amounts for each and all federal awards.
 - VI. Written procedures to implement the requirements of 2 CFR 200.305.
 - VII. Written procedures for determining the allowability of costs in accordance with 2 CFR 200 Subpart E - Cost Principles of this part and the terms and conditions of the Federal award.

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

EXHIBIT D2: Certification Regarding Debarment and Suspension

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

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

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

Subrecipient – Board of County Commissioners, Kitsap County, Washington Charlotte Garrido, Chair Date 	
Robert Gelder, Commissioner Date 	Attestation for Kitsap Commissioners: By Dana Daniels, Clerk of the Board Date 1/11/23
Katherine T. Walters, Commissioner Date 	



Exhibit E – Quest Notice of Award – For Reference Purposes Only

Copy of the Quest NOA starts on the next page

U.S. DEPARTMENT OF LABOR EMPLOYMENT AND TRAINING ADMINISTRATION (DOL/ETA)	NOTICE OF AWARD (NOA)
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Under the authority of the *WIOA Sec. 170, National Dislocated Worker Grants*, this grant or agreement is entered into between the above named *Grantor Agency* and the following named *Awardee*, for a project entitled - *QUEST DISASTER RECOVERY DWG*.

Name of Awardee:
Employment Security, Washington State Department of
212 Maple Park
Olympia, WASHINGTON 98501-2347

Federal Award Id. No. (FAIN): DW-39203-22-60-A-53
CFDA #: 17.277- WIOA National Dislocated Worker
Grants / WIA National Emergency Grants (NEGs)
Amount: \$15,000,000.00
EIN: 916001099
DUNS #:
UEI #: DZK5KDLUNMS3

Accounting Code: 1630-2022-0501742222BD202201740003225DW093A0000AOWI00AOWI00-A90200-410023-ETA-DEFAULT TASK-

Payment Management System DOC#: DW39203LC0

The Period of Performance shall be from **September 26, 2022 thru September 30, 2024**.
Total Government's Financial Obligation is **\$15,000,000.00** (unless other wise amended).

Payments will be made under the Payments Management System, and can be automatically drawn down by the awardee on an as needed basis covering a forty-eight (48) hour period.

To transmit an award of \$15,000,000, in accordance with the Quality Jobs, Equity, Strategy, and Training (QUEST) Disaster Recovery National Dislocated Worker Grants (DWGs) funding opportunity, TEGL No. 2-22. Special Conditions of Award: See Attached Grant Agreement. All special conditions of the award must be addressed within 30 days. Project implementation should proceed without delay to ensure timely milestones are achieved while working to resolve the conditions of the award. Notice: The Negotiated Indirect Cost Rate Agreement (NICRA) provided applies only to a portion of the period of performance. It is important that the grantee have documentation to justify the utilization of indirect costs for the whole period of performance upon completion of the grant. The failure to have this documentation will cause the closeout of the grant to be delayed and potentially have indirect costs disallowed. Please submit all NICRAs to the FPO as they are approved by your Cognizant Agency.

In performing its responsibilities under this grant agreement, the awardee hereby certifies and assures that it will fully comply with all applicable Statute(s), and the following regulations and cost principles, including any subsequent amendments:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements:
2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements; Final Rule
2 CFR Part 2900; DOL Exceptions to 2 CFR Part 200;

Other Requirements (Included within this NOA):

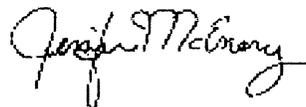
Condition(s) of Award (if applicable)
Federal Award Terms, including attachments

Contact Information
The Federal Project Officer (FPO) assigned to this grant is Carol Padovan. Carol Padovan will serve as your first line point of contact and can be contacted via e-mail - padovan.carol@dol.gov. If your FPO is not available, please call your Regional Office at 415-625-7900 for assistance.

The awardee's signature below certifies full compliance with all terms and conditions as well as all applicable Statues(s), grant regulations, guidance, and certifications.

Signature of Approving Official - **AWARDEE**

Signature of Approving Official - **DOL / ETA**



See SF-424 for Signature

Jenifer McEnery, September 26, 2022
Grant Officer

No Additional Signature Required

Quality Jobs, Equity, Strategy, and Training (QUEST) Disaster Recovery National Dislocated Worker Grants (DWGs)

FOA-ETA-02-22

SPECIAL CONDITIONS OF AWARD

Grant Number: DW-39203-22-60-A-53

Recipient: Washington State Department of Employment Security

Project Title: QUEST Disaster Recovery DWG

The application to request funds under the Quality Jobs, Equity, Strategy, and Training (QUEST) Disaster Recovery National Dislocated Worker Grants (DWGs) funding opportunity received is conditionally approved for \$15,000,000. As a condition of this grant award, you must address the issues identified in this document by submitting a subsequent modification request via email to your assigned Federal Project Operator (FPO) within 30 business days of the receipt of this grant award package. The modification request must incorporate all information requested below and **receive FPO concurrence that all conditions have been addressed**.

Recipients are advised to proceed with project implementation to ensure timely milestones are achieved while working to resolve the conditions of the award.

Please note that a submittal of revised documents does not in and of itself constitute approval by the Employment and Training Administration (ETA), as final approval must be given by the Grant Officer. Once approved, the revised documents will comprise the official modification to this grant agreement and the special conditions of award will be resolved.

In addition to the conditions listed below, you must work closely with your assigned FPO to ensure compliance with award terms and the applicable Training and Employment Guidance Letters, providing documentation as requested to demonstrate eligibility requirements and allowable project activities. Recipients and subrecipients planning to purchase equipment (including information technology systems) must receive prior approval from the Grant Officer before making purchases, and may not purchase any equipment in the last year of the award.

Questions pertaining to the submission of the modification responding to these Conditions of Award must be directed to your FPO as soon as possible. Contact information for your assigned FPO is in the Federal Award Terms.

CONDITIONS OF AWARD

- 1) Revise the Budget (SF-424A and Budget Narrative) to:
 - a. Provide an explanation of costs for each budget category per the TEGL No. 2-22 guidance for preparing the budget narrative (Attachment C). The explanation should clearly reflect reasonableness and allocability to the project as described. Specifically:

1. **Supplies:** Revise to reflect the calculations for the budgeted \$1,870. According to the description provided, the average cost is \$500 per FTE per year (this is a 2-year project) and the only category of supplies is general office supplies. It is unclear how the budget amount was calculated.
2. **Other:** Provide clear and specific detail, including costs, for each item listed to reflect the calculations used for the budgeted \$54,006. Costs for facilities, utilities, maintenance, rent, communications, licensing and so forth must be broken out and the methodology for determining costs explained. The explanation must address how costs are allocated to this grant award vs. other benefiting programs, and explain how the general shared costs are considered direct rather than indirect costs accounted for in the cost allocation plan approved by your federal cognizant agency. Please be aware that incurred indirect costs must not be classified as direct costs. If indirect costs are misclassified as direct costs per the guidelines at 2 CFR 200.412, such costs may become disallowed. Additionally, indirect costs charged to the grant award are limited to the approved CAP established by your federal cognizant agency or the de minimis rate of 10 percent modified total direct costs.

NOTICES

The following are notices regarding your grant award may be resolved with your assigned Federal Project Officer and **do not require submission of a modification request to resolve the above-stated conditions of award.**

INDIRECT COSTS: Your Negotiated Indirect Cost Rate Agreement (NICRA) or Cost Allocation Plan approved by your Federal Cognizant Agency **does not cover the entire period-of-performance.** Indirect Costs charged to the grant must be supported by a NICRA or CAP approved by your Federal Cognizant Agency. It is important that grantees have documentation to justify the utilization of indirect costs for the whole period of performance upon completion of the grant. The failure to have this documentation will cause the closeout of the grant to be delayed and potentially have indirect costs disallowed. Please submit all NICRAs and CAPs to the FPO as they are approved by your Cognizant Agency.

**Quality Jobs, Equity, Strategy, and Training (QUEST)
Disaster Recovery National Dislocated Worker Grant (DWG)
TERMS AND CONDITIONS
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Part A: General Award, System for Award Management and Uniform Guidance

A.1 Compliance and the Order of Precedence

The recipient of this Federal award will assure that they will fully comply with the rules and requirements specified in the award document. Program requirements may be found in the Funding Opportunity Announcement (FOA), statutes, Executive Orders, government-wide regulations, agency regulations, agency policy guidance such as Training Employment Guidance Letter (TEGL), and the terms outlined in the award document. The list below identifies the hierarchy of authority.

The following order of precedence applies to your activities under this federal award. In the event of any inconsistency between the terms and conditions of this Notice of Award (NOA) and other requirements, consult the below order:

1. Workforce Innovation Opportunity Act (WIOA).
2. Other applicable Federal statutes.
3. Consolidated Appropriations Act 2022 (Public Law 117-103) dated March 15, 2022.
4. Implementing Regulations.
5. Executive Orders and Presidential Memoranda.
6. The Office of Management and Budget (OMB) Guidance, including the Uniform Guidance at 2 CFR (Code of Federal Regulations) parts 200 and 2900.
7. Training and Employment Guidance Letter (TEGL) No. 02-22 and TEGL 16-21, National Dislocated Worker Grants Program Guidance.
8. Terms and conditions of this award.

Notice of Award The funds provided under this Notice of Award (NOA) must be expended according to all applicable Federal statutes, regulations and policies, and the applicable provisions in the appropriations act(s). The funds shall be obligated and expended via a NOA award modification. These obligations and expenditures may not exceed the amount awarded by the NOA modification unless otherwise modified by the ETA.

The funds that are provided under this NOA must be expended according to all applicable Federal statutes, regulations and policies, including those of the Workforce Innovation and Opportunity Act (WIOA), the applicable approved WIOA State Plan (including approved modifications and amendments to the plan), and any waiver plan approved under WIOA Section 189(i)(3) or Workforce Flexibility (Workflex) plan approved under WIOA Section 190, the negotiated performance levels and policies established pursuant to the Secretary's authority under WIOA Section 116, and the applicable provisions in the appropriations act(s).

The funds shall be obligated and allocated via a NOA grant modification. These obligations and expenditures may not exceed the amount awarded by the NOA modification unless otherwise modified by the ETA.

By drawing down funds, your organization as the award recipient agrees to the provisions of 20 CFR 683.820(b)(6), which states:

“Any organization selected and/or funded under WIOA Title I, Subtitle D, is subject to having its award removed if an Administrative Law Judge (ALJ) decision so orders. As part of this process, the Grant Officer will provide instructions on transition and closeout to both the newly selected grant recipient and to the grant recipient whose positions is affected, or which is being removed.”

A.2 Funding Opportunity Announcement

Training and Employment Guidance Letter (TEGL) WIOA No. 02-22 and TEGL 16-21 transmit the funding opportunity associated with this award. TEGLs No. 02-22 and No. 16-21, and any amendments are hereby incorporated into this NOA. Award recipients are bound by the authorizations, restrictions, and requirements contained in the FOA. Therefore, the expenditure of funds by the award recipient certifies that your organization has read and will comply with all the parts that are contained in the NOA.

A.3 Approved Statement of Work

This project’s narrative is the approved Statement of Work (SOW). It has been included as Attachment D. If there is any inconsistency between the project narrative and the program statute, appropriation, regulations, Executive Orders, Uniform Guidance, and DOL or ETA directives, the order of precedence (as described in Section 1. above) will prevail.

A.4 SF-424, Application for Federal Assistance, and SF-424B, Assurances and Certifications

The signed SF-424, Application for Federal Assistance, has been included as an attachment to this award. The individual that signed the SF-424 on behalf of the applicant is considered the Authorized Representative of the applicant. As stated in block 21 of the SF-424 form, the signature of the Authorized Representative on the SF-424 certifies that the grant award recipient is in compliance with the Assurances and Certifications form SF-424B available at [Grants.gov](https://www.grants.gov). The grant award recipient does not need to submit the SF-424B form separately.

A.5 Federal Project Officer or Point of Contact (POC)

The DOL/ETA Federal Project Officer (FPO) or Point of Contact for this award is:

Name: **Carol Padovan**
Telephone: **(415) 625- 7907**
E-mail: **Padovan.carol@dol.gov**

The individual named above is not authorized to change any of the terms or conditions of the award or approve prior approval requests. Any changes to the terms or conditions or prior approvals must be approved by the Grant Officer through the use of a formally executed award modification process.

A.6 Unique Entity Identifier Requirements

Effective on April 4, 2022, the DUNS Number will be replaced by a new, non-proprietary identifier requested in and assigned by [SAM.gov](https://sam.gov). This new identifier is called the Unique Entity Identifier (UEI), or the Entity ID. To learn more about SAM's rollout of the UEI, please visit the U.S. General Service Administration (GSA), [Unique Entity Identifier Update webpage](#).

If the grant award or cooperative agreement recipient is authorized to make subawards under this award, then the recipient:

1. Must notify potential subrecipients that no entity (see definitions below) may receive a subaward from the grant award recipient until the entity has provided its UEI to the recipient.
2. May not make a subaward to an entity unless the entity has provided its UEI to the grant or cooperative agreement recipient. Subrecipients are not required to obtain an active SAM registration but must obtain a UEI.

A.7 System for Award Management

System for Award Management (SAM) is the official federal system that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of contract awards, grants, and electronic payment processes.

A SAM registration is required for an entity to be able to apply for federal awards, to request modifications to existing awards, and to enable them to closeout expiring awards. See [Training and Employment Notice \(TEN\) 18-17](#) for additional guidance.

Unless the award recipient is exempt from this requirement under 2 CFR 25.110, the grant award or cooperative agreement recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest-level owner and subsidiaries, as well as on all of the recipient's predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the award recipient submits the final financial report required under this Federal award or receive the final payment, whichever is later.

DOL advises grant award recipients and other awardees of Federal awards such as cooperative agreements registered in SAM to review their registration information, particularly their financial information and points of contact. Assistance is available by contacting the Federal Service Desk at [FSD.gov](https://fsd.gov). Grant award or cooperative agreement recipients should contact ETA at ETAAccountingGrants@dol.gov if they find that payments have been paid to a bank account other than their registered bank account.

DOL routinely checks the validity of a grant or cooperative agreement award recipient's SAM registration and verifies that the recipient is not included on the excluded parties list before making an award or approving a modification to an existing award. Failure to have an active SAM registration can delay award recipients from receiving their initial award or requested modifications to their existing awards.

DOL further encourages award recipients to review the expiration date of their SAM registration and begin the renewal process well in advance, to ensure that their registration remains valid. If the award recipient has not logged in and updated its entity registration record within at least the past 365 days, its record will expire and go into inactive status. Timely renewal will ensure that the award recipient can continue to request and receive modifications to their existing grants, as well as apply for new funding opportunities. Further, the EIN numbers must remain active until the award closeout process is fully completed.

A.8 Uniform Guidance Revisions

The Office of Management and Budget issued revisions to 2 CFR parts 25, 170, 183, and 200 (the Uniform Guidance) on August 13, 2020, and February 22, 2021 (technical correction). These revisions became effective November 12, 2020, except for the amendments to 2 CFR 200.216 and 200.340, which were immediately effective on August 13, 2020. The award recipient must operate in compliance with these revised regulations. Please note that the section numbering in the Uniform Guidance has changed in some instances, and this terms and conditions document has been updated accordingly.

A.9 For-Profit Entities, Foreign Entities, and Profit

For-profit and foreign entities are included in the definition of Non-Federal Entity (NFE) for DOL awards, per DOL's OMB-approved exception found at 2 CFR 2900.2. These entities, along with all other recipients of Federal awards, must comply with the Uniform Guidance found at 2 CFR parts 200 and 2900. The regulation at 2 CFR 2900.2 defines Non-Federal Entity as a state, local government, Indian tribe, institution of higher education (IHE), for-profit entity, foreign public entity, foreign organization or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

The recipient is prohibited from earning a profit resulting from the implementation of this cooperative agreement. As directed in 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance unless explicitly authorized in the Federal Award Terms. Additionally, the provision on profit only applies to WIOA Title 1 programs at 20 CFR 683.295.

A.10 Subawards

A *subaward* means an award provided by a *Pass-Through Entity* (PTE) to a subrecipient for the subrecipient to carry out part of a Federal award received by the PTE. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the PTE considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient complies

with all applicable regulations and the Terms and Conditions of this award (2 CFR 200.101(b)).

A.11 Vendor/Contractor Defined

The term “contractor,” sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program (see 2 CFR 200.1). These goods or services may be for an organization's own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 CFR 200.331. When procuring contractors for goods and services, DOL/ETA recipients and subrecipients must follow the procurement requirements found at 2 CFR 200.320 (except states, pursuant to 2 CFR 200.317), which calls for free and open competition.

A.12 Technical Assistance, Resources, and Information

Additional resources, training, and information to assist the award recipient are located on the ETA website, [Resources webpage](#) and on the Grants Application and Management collection page on [WorkforceGPS.org](#). [SMART training](#) is a technical assistance initiative sponsored by DOL/ETA to assist its grant and cooperative agreement recipients and subrecipients in improving its program/project operations through effective grants management. Please take some time to review the training modules which are focused on:

Strategies for sound grant management that include:

Monitoring,
Accountability,
Risk mitigation and
Transparency.

These four themes are woven throughout the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the Uniform Guidance (2 CFR Part 200 and 2 CFR Part 2900). The 508-compliant PowerPoints of the modules may be found on [WorkforceGPS.org](#) at the [Resource](#) page.

A.13 Monitoring, Technical Assistance, and Additional Specific Conditions of Award

All grant and cooperative agreement award recipients, including states and territories managing the Unemployment Insurance programs, are subject to 2 CFR 200.208, *Specific conditions*, which indicates that the Federal awarding agency may adjust specific award conditions as needed. A specific condition is based on an analysis of the following factors:

1. Based on the criteria in §200.206, *Federal awarding agency review of risk posed by applicants*;
2. The applicant or recipient's history of compliance with the general or specific terms and conditions of a Federal award;

3. The applicant or recipient's ability to meet expected performance goals as described in 2 CFR 200.211; or
4. A responsibility determination of an applicant or recipient.

Additional Federal award conditions may include items such as the following:

1. Requiring payments as reimbursements rather than advance payments;
2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;
3. Requiring additional, more detailed financial reports;
4. Requiring additional project monitoring;
5. Requiring the non-Federal entity to obtain technical or management assistance; or
6. Establishing additional prior approvals.

Grant and cooperative agreement award recipients may be required to obtain technical or management assistance through an established provider/contractor that has been selected or hired by DOL/ETA that may include in-person or remote assistance.

A.14 Evaluation, Data, and Implementation

Grant and cooperative award recipients must cooperate during the implementation of a third-party evaluation. This means providing DOL/ETA or its authorized contractor with the appropriate data and access to program operating personnel and participants in a timely manner.

A.15 Program Requirements

Training and Employment Guidance Letter (TEGL) No. 02-22 and TEGL 16-21 contain the program requirements for this award.

A.16 Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster DWGs “shall be used in coordination with the Federal Emergency Management Agency, as applicable,” in order to ensure non-duplication and maintenance of effort. Recipients of DWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies –If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), DWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non-duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. Examples include, but are not limited to: activities/resources provided by FEMA or other Federal agencies; public or private insurance; and construction workers employed by private for-profit firms whose employment is covered by other available resources.

If additional areas are declared eligible for assistance by FEMA or another Federal agency as allowable under WIOA, you may immediately begin to provide services under this grant in those counties. However, the direct recipient must notify its Federal Project Officer in writing of the inclusion of any additional areas that have been appropriately approved by the federal agencies, and include such locations in a subsequent modification

A.17 Eligibility

Grantees are responsible for setting appropriate policies and procedures for determining participant eligibility. The state has the authority to provide exceptions to its policies regarding the acceptable documentation local areas must collect to document participant eligibility, such as during a disaster. Such exceptions may rely on self-attestation. States eventually must collect all documentation necessary to demonstrate that each participant is eligible under 20 CFR 687.170(b).

When applying for a Disaster Recovery DWG in response to an influx of a substantial number of individuals relocating away from the disaster area, applicants must demonstrate that at least 50 individuals have relocated or evacuated from an area receiving a Federal declaration for the disaster event.

The Grantee should have a system in place to verify eligibility for individuals once better data are available. If the Grantee has such a system in place, and if a participant is later found to be ineligible, the costs incurred prior to the discovery of ineligibility will not be disallowed.

Limitations on Duration of Participation -- Participants in disaster-relief positions may be employed for a maximum of 12 months or 2,080 hours, whichever is longer. Grantees may submit a modification request to extend the period of employment for existing participants for up to an additional 12 months, and this modification request must justify the reason for extending participants' disaster-relief employment, as required by 20 C.F.R. 687.180(b)(1) If there remains humanitarian or clean-up needs after participants reach the limits on employment duration, the state should attempt to employ new eligible individuals to continue the work at hand rather than continue the employment or re-employment of participants that have reached 12 months or 2,080 hours of disaster-relief employment.

While each disaster is different, ETA expects that most humanitarian assistance needs will resolve within 12 months of the disaster event, as disaster-affected communities rebuild, and their populations obtain permanent housing and no longer need assistance in obtaining food and clothing. When providing a justification for extending employment to 20 C.F.R. 687.180(b)(1), grantees must demonstrate that humanitarian assistance needs remain.

A.18 Participant Compensation

Participant Wages. The worksite employer that provides participants temporary disaster-relief employment under a Disaster Recovery DWG is required to pay the higher of the Federal, state, or local minimum wage, or the comparable rates of pay for other individuals employed in similar occupations by the same employer. In accordance with WIOA Section 181(a)(1)(A), generally, participants must be compensated at the same rates, including periodic increases, as employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. Additionally, such rates must be in accordance with applicable law but in no event less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable state or local minimum wage law. Where applicable, fringe benefits should be paid in accordance with the policies of the worksite employer.

The wages paid to temporary disaster-relief workers must be consistent with the wages of the supervising entity's other employees—permanent or temporary—performing the same or similar work.

A.19 Employment Conditions

Benefits and Working Conditions - All participants shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work (WIOA Sec. 181(b)(5)). (Please see item 10f, Restrictions on Health Coverage). If the employer has different policies for temporary employees than for full-time employees, these policies may apply to these participants since the jobs under this grant are classified as temporary.

Health and Safety Standards - In all DWG projects, grantees must ensure that project participants follow the same health and safety standards established under Federal and state law applicable to working conditions of permanent employees. To the extent that state workers' compensation law applies, workers' compensation shall be provided to project participants on the same basis as individuals in similar employment, as required by WIOA Section 181(b)(4). In cases in which a project participant is not covered under a state workers' compensation law, the project participant must be provided with adequate on-site medical and accident insurance for work-related activities. The grantee must also ensure that project participants receive appropriate safety training in accordance with the Occupational Safety and Health Act (OSHA) of 1970 and assure safe working conditions. For more information, contact the OSHA field office. A listing of OSHA field offices is available at <http://www.osha.gov/html/RAmap.html>.

A.20 Worksite Selection and Work on Private Property

Disaster-relief worksites must be located in the geographic disaster area covered by the qualifying declaration for the Disaster Recovery DWG (a disaster or emergency declaration under the Stafford Act or other Federal agency's declaration of a disaster or emergency of national significance).

Grantees must give the highest priority to clean-up of the disaster area's most severely damaged public facilities and to the cleanup and the provision of humanitarian assistance to economically disadvantaged areas within the disaster area.

To the extent feasible, administering funds according to these priorities must be in coordination with any projects administered by emergency management agencies, as described in this document within the section entitled "Coordination with Emergency Management Agencies."

Projects may perform work on private property only under these circumstances:

1. The work must be intended to remove health and safety hazards to the larger community or to address or alleviate specific economic or employment-related impacts of the disaster, such as clean-up work needed for disaster-affected employers to resume operation;
2. The activities necessary to remove health and safety hazards on private lands or around homes or other structures may only return the land or structure(s) to a safe and habitable level, and not improve the original land or structure(s);
3. The project prioritizes service to older individuals and individuals with disabilities; and,
4. Grantees must not use Disaster Recovery DWG funds to cover the cost of materials to do repairs.

Part B: Indirect Costs, Budget and Cost Share (Match)

B.1 Indirect Cost Rate and Cost Allocation Plan

Indirect (facilities & administrative (F&A)) costs mean those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Direct costs, by contrast, can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Identification with the Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards.

If the DOL serves as the Federal Cognizant Agency (FCA) for the award recipient, then the grant and cooperative agreement award recipient must work with DOL's Cost & Price Determination Division (CPDD), which has delegated authority to negotiate and issue a Negotiated Indirect Cost Rate Agreement (NICRA) or Cost Allocation Plan (CAP) on behalf of the Federal Government. More information about the DOL's CPDD is available at [DOL's Cost & Price Determination Division \(CPDD\) website](#).

This website has guidelines to develop indirect cost rates, links to the applicable cost principles, and contact information. The CPDD also has [Frequently Asked Questions](#) to provide general information about the indirect cost rate approval process and due dates for provisional and final indirect cost rate proposals.

If a new NICRA is issued during the award's period of performance, it must be provided to DOL within 30 days of issuance. Funds may be re-budgeted as necessary between direct cost categories as long as it is consistent with the Budget Flexibility term within this agreement, grant requirements, and DOL regulations on prior approval. However, the total amount of the award will not be increased. Please select either 1, 2, or 3.

- 1. (a) A federally approved NICRA or federally approved CAP covering a portion of the grant period of performance is attached. Regarding only the NICRA:
 Indirect Rate approved %: _____
 Type of Indirect Cost Rate (i.e. Provisional/Predetermined/Fixed): _____
 Allocation Distribution Base: _____
 Current beginning and ending period applicable to rate: _____

 (b) Election of 10% De Minimis Rate
 The award recipient does not have a current negotiated (including provisional) rate and may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. A governmental department or agency unit that receives more than \$35 million in direct Federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs and cannot request a de minimis rate. This methodology must be used consistently for all Federal grant awards until such time as the grant award or cooperative agreement recipient chooses to negotiate for an indirect cost rate, which the award recipient may apply to do at any time. See 2 CFR 200.414(f) for more information on use of the de minimis rate. Please be aware that incurred indirect type costs (such as top management salaries, financial oversight, human resources, payroll, personnel, auditing costs, accounting and legal, etc. used for the general oversight and administration of the organization) must not be classified as direct costs; these types of costs are recovered as part of charging the de minimis rate.

Estimated Indirect Costs for 1.a. and 1.b. must be identified on the SF-424A budget form.

- 2. X (a) The provided NICRA or CAP approved by the FCA does not cover a portion of the period of performance, or

- _____ (b) Indirect costs are being claimed on the SF-424A; however, an indirect cost rate proposal or CAP has not yet been submitted for approval to the FCA, or
- _____ (c) A current NICRA or CAP approved by the FCA has not been submitted.

URGENT NOTICE: Estimated indirect costs have been specified on the SF-424A, Section B, Object Class Category “j”, however only the de minimis rate of 10% of Modified Total Direct Costs (MTDC) will be released to support the indirect costs in the absence of a NICRA or CAP approved by the FCA. The remaining funds which have been awarded for Indirect Costs are restricted and may not be used for any purpose until the recipient provides a signed copy of the NICRA or CAP and receives documentation stating that the restriction is lifted by the Grant Officer. Upon receipt of the NICRA or CAP, the Grant Officer will issue a grant modification to the award to remove the restriction on those funds. As the grant or cooperative agreement award recipient, the recipient must submit an indirect cost rate proposal or CAP. If the FCA for indirect costs is DOL, these documents should be submitted to the DOL’s Cost & Price Determination Division (CPDD). Otherwise, they should be submitted to the grant award recipient’s FCA. Alternatively, the award recipient may request the de minimis rate if eligible (see section 1b. above). In addition, the recipient must notify the FPO that the documents have been submitted to the appropriate FCA.

If the award recipient does not submit a NICRA proposal within 90 days of award, they will be limited to the de minimis rate of 10% of Modified Total Direct Costs (MTDC).

- 3. The award recipient elected to exclude indirect costs from the proposed budget. Please be aware that incurred indirect costs (such as top management salaries, financial oversight, human resources, payroll, personnel, auditing costs, accounting and legal, etc. used for the general oversight and administration of the organization) must not be classified as direct costs; these types of costs are indirect costs. Only direct costs, as defined by the cost principles contained in the Uniform Guidance will be charged. If indirect costs are misclassified as direct costs per the guidelines at 2 CFR 200.412, such costs may become disallowed through an audit or compliance review conducted by a Federal staff person.

B.2 Indirect Cost Rate – De Minimis Rate

All award recipients with an approved NICRA or de minimis rate must report indirect costs on their **FINAL** ETA-9130 Report. If an award recipient has a NICRA and a CAP, only the indirect costs tied to the NICRA are reported on the FINAL ETA-9130 Report. The grant recipient may refer to Training and Employment Guidance Letter (TEGL) 20-19 and the ETA-9130 Report for additional guidance.

B.3 Budget - Approved

The grant award recipient's budget documents are attached in this NOA. The documents are: 1) the SF-424, included as Attachment A; 2) the SF-424 A, included as Attachment B; and 3) the Budget Narrative, included as Attachment C. The grant award recipient must confirm that all costs are allowable, reasonable, necessary, and allocable before charging any expense. Pursuant to 2 CFR 2900.1, the approval of the budget as awarded does not constitute prior approval of those items specified in 2 CFR part 200 and 2 CFR part 2900 or as a part of the grant award as requiring prior approval. The Grant Officer is the only official with the authority to provide such approval.

Any changes to the budget that impact the Statement of Work (SOW) and agreed upon outcomes or deliverables will require a request for modification and prior approval from the Grant Officer.

If the period of performance will include multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance terms and conditions of the Federal award.

B.4 Budget Flexibility

Award recipients are not permitted to make transfers that would cause any funds to be used for purposes other than those consistent with this Federal program. Any budget changes that impact the SOW and agreed upon outcomes or deliverables require a request for modification and approval from the Grant Officer.

As directed in 2 CFR 200.308(f), for programs where the Federal share is over the Simplified Acquisition Threshold (SAT) (currently \$250,000), the transfer of funds among direct cost categories or programs, functions, and activities is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget as last approved by the Federal awarding agency, the recipient must receive prior approval from the Grant Officer. Any changes within a specific cost category on the SF-424(a) do not require a grant modification unless the change results in a cumulative transfer among direct cost categories exceeding 10% of total budget. It is recommended that the assigned Federal point of contact review any within-line changes to the award recipient's budget prior to implementation to ensure they do not require a modification.

For programs where the Federal share of the project is below the SAT of \$250,000, recipients are not required to obtain the Grant Officer's approval when transferring funds among direct cost categories.

B.5 Non-Federal Share (Match or Cost Share)

This award does not include a match requirement.

Part C: Funds Management and Special or Temporary Restrictions

C.1 Funds – Payment Management System (PMS)

Upon receipt of a NOA, in order to draw funds from the U.S. Department of Health and Human Services (HHS) Payment Management System (PMS), an active account must be established. To establish an account, award recipients must complete an SF-1199A and PMS Access form (shown as the PMS/FFR User Form on the PMS website). DOL/ETA is responsible for completing portions of the SF-1199A and submitting the completed SF-1199A to the Division of Payment Management, which operates PMS. Federal award recipients do not need to complete these forms if they already have an account with PMS.

C.2 Funds - Return & Refunds

DOL/ETA does not accept paper checks for any type of returned funds. For active grants, all return of funds are to be submitted electronically through the PMS operated by the HHS via the same method as a drawdown. For grants that have been cancelled or are expired (typically older than five years), incoming payments, including returns and recoveries to DOL, must be made via the Pay.gov website.

If there are questions regarding the return of funds, or your organization no longer has access to PMS, contact the DOL/ETA, Office of Financial Administration via email at: ETA-ARteam@dol.gov for further assistance.

Part D: Costs - Limitations, Items, and Restrictions

D.1 Administrative Costs

Administrative costs under this award follow the definition in the Workforce Innovation and Opportunity Act at 20 CFR 683.215.

There is a 15 percent limitation on a DWG project's total administrative costs when the direct recipient is not also serving as the project operator. Unless a written justification is approved by the Grant Officer, administrative costs may not exceed this 15 percent limit. Direct recipients of DWG funds are limited to spending no more than 5 percent of the total award on administrative costs, and the project operator(s) may retain up to 10 percent of the award amount (for a total of 15 percent of the award). Compliance with the administrative costs limit is monitored throughout the grant period. Any amounts exceeding this limitation at closeout will be disallowed and subject to debt collection.

For DWG recipients who are also serving as the project operator, the administrative costs limit is 10 percent of the total award.

D.2 Consultants

For the purposes of this grant award, the ETA's Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$750.00 a day (representing an eight-hour workday). Such costs must be reasonable, allocable, and

allowable to the program. Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

D.3 Equipment

The grant award recipient(s) must submit a request to purchase equipment and receive **prior approval** from the Grant Officer as defined in the Uniform Guidance at 2 CFR 200.1. A request for purchasing equipment will be reviewed and approved in a modification to the award. Prior approval is required only when the per unit's acquisition cost is \$5,000 or more regardless of the non-Federal entity's capitalization threshold. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.

Being awarded this grant *does not* automatically mean that the equipment specified in the approved budget or SOW is approved by the Grant Officer. If not specified above, the recipient must submit a detailed list describing the purchase to the FPO for review within 90 days of the NOA date. The recipients are strongly encouraged to submit requests for equipment purchase as early as possible in the grant's period of performance with as many planned pieces of equipment as possible.

Recipients may not purchase equipment during the last year of the period of performance or the last year of full program service delivery (not follow up activities), whichever comes first. If any approved acquisition has not occurred prior to the last funded year of performance, approval for that item is rescinded.

D.4 Pre-Award Costs

All costs incurred by the award recipient prior to the start date specified in the grant award issued by the Department are *incurred at the recipient's own expense*.

D.5 Program Income

The Addition method as described in 2 CFR 200.307 must be used in allocating any program income generated for this awards award. The award recipient must expend all program income prior to drawing down any additional funds as required at 2 CFR 200.305(b)(5) and 2 CFR 200.307(e). Any program income found remaining at the end of period of performance must be returned to ETA. In addition, the award recipient(s) must report program income on the quarterly financial report using the applicable ETA-9130 or SF-425 reports.

For the YouthBuild program, please refer to 20 CFR 688.590 for guidance on program income.

D.6 Supportive Services & Participant Support Costs

When supportive services are expressly authorized by a program statute, regulation, or FOA, this award waives the prior approval requirement for participant support costs as described in 2 CFR 200.456. Costs must still meet the basic considerations at 2 CFR 200.402 – 200.411. Questions regarding supportive services and participant support costs should be directed to the FPO who is assigned to the award.

D.7 Travel

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.475. For domestic travel to be an allowable cost, it must be necessary, allowable, reasonable, allocable and conform to the non-Federal entity's written policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

D.8 Travel – Foreign

Foreign travel is not allowable except with prior written approval from the Grant Officer through the process described in 2 CFR 200.407 and 2 CFR 2900.16. All travel, both domestic and Grant Officer approved foreign travel, must comply with the Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

D.9 Travel – Mileage Reimbursement Rates

Pursuant to 2 CFR 200.475(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal grant award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. Mileage rates must be checked annually at GSA's [Privately Owned Vehicle \(POV\) Mileage Reimbursement Rates webpage](#) to ensure compliance.

D.10 Conferences and Conference Space

Conferences sponsored in whole or in part by the award recipient are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. The award recipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and the allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held accountable to the requirements in 2 CFR 200.432. Therefore, costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

D.11 Hotel-Motel Fire Safety

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

D.12 WIOA Infrastructure

WIOA, Section 121(b)(1)(B) and 20 CFR 678.400 require the following programs to be One-Stop partners:

1. WIOA, Title I programs: Adult, Dislocated Worker, and Youth formula programs, Job Corps, YouthBuild, Native American programs, National Dislocated Worker Grants (DWG), and NFJP;
2. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA, Title III;
3. SCSEP authorized under Title V of the Older Americans Act of 1965;
4. Trade Adjustment Assistance (TAA) activities authorized under Chapter 2 of Title II of the Trade Act of 1974;
5. Unemployment Compensation (UC) programs;
6. Jobs for Veterans State Grants (JVSG) programs authorized under Chapter 41 of Title 38, U.S.C.; and
7. Reentry Employment Opportunities (REO) programs (formerly known as the Reintegration of Ex-Offenders Program (RExO) awarded prior to January 1, 2019, which were authorized under Section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532).

With the exception of Native American programs established under WIOA, Section 166 all One-Stop partner programs, including all programs that are funded under Title I of WIOA, are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received, per 20 CFR 678.700 and 678.760. While Native American programs are not required to contribute to infrastructure costs per WIOA Section 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in TEGE No. 17-16. The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA Section 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200 and DOL's exceptions at 2 CFR part 2900.

If not deemed a required one-stop partner, it is strongly recommended that the grant recipient partner with the local WIOA one-stop delivery system in its service area(s). The one-stop system can assist with referrals, labor market information, and many other services that will directly benefit the management and performance of your grant. The one-stop system also provides access to a wide range of publicly- and privately-funded education, employment, training, and supportive services while also providing high-quality customer service to job seekers, workers, and businesses.

Part E: Reporting, Audit, and Closeout

E.1 Reports

All ETA award recipients are required to submit quarterly financial and narrative progress reports for each award.

1. **Quarterly Financial Reports.** All ETA award recipients are required to report financial data on the ETA-9130 Financial Report. ETA-9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are March 31, June 30, September 30, and December 31. A final financial report must be submitted no later than 45 calendar days after the quarter encompassing the award end date ends, or 45 calendar days after the completion of the quarter in which all funds have been expended, whichever comes first. A closeout report will be submitted during the closeout process. For additional guidance on ETA's financial reporting, reference TEGL 20-19 and ETA-9130 Financial Reporting Resources.

The instructions for accessing both the online financial reporting system and the HHS PMS can be found in the transmittal memo accompanying this NOA.

2. **Quarterly Performance Reports and Quarterly Narrative Reports.** DWG grant recipients must submit Quarterly Performance and Quarterly Narrative Reports in accordance with TEGL 14-18, Attachment 6.
 - a) Workforce Integrated Performance System (WIPS) is the vehicle through which DWG grant recipients must submit individual records based on the Participant Individual Record Layout (PIRL). A suite of tools and resources to support performance reporting is available to QUEST grant recipients. To access these resources grantees must visit the DWG Community of Practice on Workforce GPS and look for "DWG Performance Reporting Resources": <https://dwg.workforcegps.org/home/>
 - b) Grant recipients are required to use the Joint Quarterly Narrative Report Template (ETA-9179) for quarterly performance narrative reporting. Grant recipients submit the Quarterly Narrative Report using the WIPS reporting system.
 - c) Information on DWGs awarded to states must be included in that state's WIOA Annual Statewide Performance Report Narrative in accordance with the guidance.
3. **Project Implementation Plan.** Recipients must adhere to the Project Implementation Plan submission requirements of their respective regional office, in accordance with 20 CFR 687.150. Contact the assigned Federal Project Officer for further details.

E.2 Federal Funding Accountability and Transparency Act (FFATA or Transparency Act)

Applicable to grants and cooperative agreements:

1. Reporting of first-tier subawards.
 - a) *Applicability.* Unless the award recipient is exempt as provided in paragraph [4.] of this award term, the award recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph [5.] of this award term).
 - b) *Where and when to report.*

- I. The Federal entity or Federal agency must report each obligating action described in paragraph [1.a.] of this award term to FSRS.gov.
 - II. For subaward information, the recipient must report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 - c) *What to report.* The award recipient must report the information about each obligating action that the submission instructions posted at FSRS.gov specify.
2. Reporting total compensation of recipient executives for non-Federal entities.
 - a) *Applicability and what to report.* The award recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if—
 - I. the total Federal funding authorized to date under this Federal award is equal to or exceeds \$30,000 and is subject to the Transparency Act, as defined in 2 CFR 170.320;
 - II. in the preceding fiscal year, the recipient received—
 - (A) 80% or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
 - III. The public does not have access to information on the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the [U.S. Security and Exchange Commission \(SEC\) total compensation filings](http://www.sec.gov))
 - b) *Where and when to report.* The award recipient must report executive total compensation described in paragraph [2.a.] of this award term:
 - a. As part of your registration profile at SAM.gov.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
3. Reporting of Total Compensation of Subrecipient Executives.
 - a) *Applicability and what to report.* Unless the recipient is exempt as provided in paragraph [4.] of this award term, for each first-tier non-Federal entity subrecipient under this award, the award recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - I. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and

- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - II. The public does not have access to information on the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the SEC total compensation filings)
 - b) *Where and when to report.* The award recipient must report subrecipient executive total compensation described in paragraph [3.a] of this award term:
 - I. To the recipient.
 - II. By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the grant recipient must report any required compensation information of the subrecipient by November 30 of that year.
4. Exemptions.
- If, in the previous tax year, the award recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:
- a) Subawards; and
 - b) The total compensation of the five most highly compensated executives of any subrecipient.
5. Definitions.
- For purposes of this award term:
- a) *Federal Agency* means a Federal agency as defined in 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 - b) *Non-Federal Entity* means all of the following, as defined in 2 CFR part 25:
 - I. A Governmental organization, which is a State, local government, or Indian tribe;
 - II. A foreign public entity;
 - III. A domestic or foreign nonprofit organization; and
 - IV. A domestic or foreign for-profit organization.
 - c) *Executive* means officers, managing partners, or any other employees in management positions.
 - d) *Subaward*:
 - I. This term is used as a legal instrument to provide support for the performance of any portion of the substantive project or program for which the grant recipient received this award and that the grant recipient as the recipient award to an eligible subrecipient.
 - II. The term does not include the grant award recipient's payment to a contractor, as defined in 2 CFR 200.331, for property and services needed to carry out the project or program.
 - III. A subaward may be provided through any legal agreement, including an agreement that the grant recipient or a subrecipient considers a contract.
 - e) *Subrecipient* means a non-Federal entity or Federal agency that:

- I. Receives a subaward from the grant award recipient under this award; and
 - II. Is accountable to the grant recipient for the use of the Federal funds provided by the subaward.
- f) *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- I. *Salary and bonus.*
 - II. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - III. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - IV. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - V. *Above-market earnings on deferred compensation which is not tax-qualified.*
 - VI. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

E.3 Integrity and Performance Matters – FAPIIS [For awards exceeding \$500,000]

1. If the total value of the currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the award recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in Paragraph 2 of this award term and condition. This is a statutory requirement under Section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by Section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. Proceedings about which the award recipient must report. Submit the information required about each proceeding that:
 - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - b. Reached its final disposition during the most recent 5-year period; and

- c. Is one of the following:
 - I. A criminal proceeding that resulted in a conviction, as defined in Paragraph 5. of this award term;
 - II. A civil proceeding that resulted in a finding of fault and liability and paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - III. An administrative proceeding, as defined in Paragraph 5. of this award term, that resulted in a finding of fault and liability and grant recipient payment of either monetary fine or penalty of \$5,000 or more or a reimbursement, restitution, or damages in excess of \$100,000; or
 - IV. Any other criminal, civil, or administrative proceeding if:
 - (A) It could have led to an outcome described in Paragraph 2.c.I, II, or III of this award term;
 - (B) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the grant recipient's part; and
 - (C) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
3. Reporting procedures. Enter in SAM, Entity Management area (formerly CCR), or any successor system, the FAPIIS information that SAM requires about each proceeding described in Paragraph 2 of this award term. The award recipient does not need to submit the information a second time under assistance awards that were received if the recipient already provided the information through SAM (formerly CCR) because the recipient was required to do so under Federal procurement contracts that the recipient was awarded.
4. Reporting frequency. During any period of time when the award recipient is subject to the requirement in Paragraph 1 of this award term, the award recipient must report FAPIIS information through SAM no less frequently than semiannually following the initial report of any proceedings for the most recent 5-year period, either to report new information about any proceeding(s) that the award recipient has not reported previously or to affirm that there is no new information to report.
5. Definitions. For purposes of this award term:
 - a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., SEC Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level. It does not include audits, site visits, corrective plans, or inspection of deliverables.
 - b. Conviction, for purposes of this award term, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
 - c. Total value of currently active grants, cooperative agreements, and procurement contracts includes —

- I. Only the Federal share of the funding under any award with a recipient cost share or match; and
- II. The value of all options, even if not yet exercised.

E.4 Audits

Organization-wide or program-specific audits must be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance. DOL award recipients that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved DOL exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. As such, for-profit and foreign entities that are recipients/subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200, including Subpart F. Audits of direct award recipients that are for-profit and foreign entities must be submitted directly to: USDOL ETA-OGM, Attn: Audit Resolution, 200 Constitution Ave NW, Room N-4716, Washington, DC 20210. All other audit reports are submitted through the Federal Audit Clearinghouse

E.5 Audit Submission Deadline Extension Related to COVID-19

In OMB Memorandum M-20-17, OMB offered an extension of Single Audit submission deadlines for fiscal years ending June 30, 2020 to allow recipients and subrecipients a responsible transition to normal operations. This flexibility was extended through December 31, 2020 by OMB Memorandum 20-26.

In OMB Memorandum M-21-20, Appendix 3, Item IX, OMB has offered an additional extension of Single Audit submission deadlines for fiscal years ending June 30, 2021. Award recipients and subrecipients that have not yet filed their single audits with the Federal Audit Clearinghouse as of March 19, 2021, that have fiscal year-ends through June 30, 2021, may delay the completion and submission of the Single Audit reporting package, as required under 2 CFR 200.501 (Audit Requirements), to six (6) months beyond the normal due date. This extension does not require individual recipients and subrecipients to seek approval for the extension by the cognizant or oversight agency for audit; however, recipients and subrecipients should maintain documentation of the reason for the delayed filing.

E.6 Closeout/Final Year Requirements

At the end of the grant period, the award recipient will be required to close the grant with the ETA. The grant and cooperative agreement award recipient will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin when the period of performance ends. See ETA's Grant Closeout webpage for further information on the closeout process. The recipient's responsibilities at closeout may be found at 2 CFR 200.344. During the closeout process, the award recipient must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the required documentation is a NICRA or CAP issued by the award recipient's FCA. For those approved to utilize a de minimis rate for indirect costs, the grant agreement or cooperative agreement is sufficient documentation. Not

having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection.

The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the period of performance specified in this award (NOA) (2 CFR 2900.15).

Part F: National Policy and Restrictions

F.1 Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

F.2 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR Part 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award.

F.3 Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 CFR 182 require that all award recipients receiving awards from any Federal agency maintain a drug-free workplace. The award recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

F.4 Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

F.5 Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the grant award recipient, subrecipient 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 license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL/ETA has a license or rights of free use in such work, 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 by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

The following language must be on all workforce products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL)’s Employment and Training Administration (ETA). The product was created by the recipient and does not necessarily reflect the official position of DOL/ETA. DOL/ETA 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 product is copyrighted by the institution that created it.”

F.6 Promoting Equitable Delivery of Government Benefits and Equal Opportunity

The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, grant and cooperative award recipients must execute the terms and conditions of their award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Labor’s award recipients should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the

grant award. Award recipients are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their grants in such a way to achieve equity.

The term “equity” means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

The term “underserved communities” refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the preceding definition of “equity.”

F.7 Personally Identifiable Information

The award recipient(s) must recognize and safeguard Personally Identifiable Information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in TEGL No. 39-11, Guidance on the Handling and Protection of PII.

F.8 Publicity

Pursuant to P.L. 117-103, Division H, Title V, Section 503, the award recipient is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

F.9 Telecommunications Prohibition

Award recipients must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020).

Award recipients, including grant and cooperative agreements, and subrecipients are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Including telecommunications or video surveillance services provided by such entities or using such equipment and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232 (section 889) and 2 CFR 200.471 for additional information.

F.10 Veterans' Priority Provisions

The Jobs for Veterans Act (Public Law 107-288) requires award recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where an award recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the award recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Award recipients must comply with the DOL guidance on veterans' priority. ETA's TEGL No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

F.11 Waste, Fraud and Abuse

No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully

reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

F.12 Whistleblower Protection

All employees working for contractors, grantees/ grant recipients, subcontractors, subgrantees/ subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The award recipient shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.

F.13 Executive Order 12928 - Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities

Pursuant to Executive Order (EO) 12928, the award recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

F.14 Executive Order 13043 - Increasing Seat Belt Use

Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the award recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

F.15 Executive Order 13166 - Improving Access to Services for Persons with Limited English Proficiency

As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, award recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency, 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Award recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to LEP.gov.

F.16 Executive Order 13513 - Federal Leadership On Reducing Text Messaging While Driving

Pursuant to EO 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, award recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or government-owned vehicles (GOV), or while driving privately-owned vehicles (POV) when on official Government business or when performing any work for or on behalf of the Government. Award recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

F.17 Executive Order 14005 - Ensuring the Future Is Made in All of America by All of America's Workers

Pursuant to EO 14005, Ensuring the Future Is Made in All of America by All of America's Workers, the award recipient agrees to comply with all applicable Made in America Laws (as defined in the EO), including the Buy American Act at 41 USC sections 8301-8305. For the purposes of this award, the grant and cooperative award recipient is required to maximize the use of goods, products, and materials produced in, and services offered in, the United States, in accordance with the Made in America Laws. No funds may be made available to any person or entity (including as a contractor or subrecipient of the award recipient) that has been found to be in violation of any Made in America Laws.

“Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to Federal financial assistance awards or Federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured goods offered in the United States. Made in America Laws include laws requiring domestic preference for maritime transport, including the Merchant Marine Act of 1920 (Public Law 66-261), also known as the Jones Act.

F.18 Salary and Bonus Limitations

Pursuant to P.L. 117-103, Division H, Title I, Section 105, award recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, 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 ETA programs. See [TEGL 5-06](#) for further clarification.

F.19 Harassment Prohibited

The grant recipient and any subrecipients are prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.

Unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when:

Submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title I-financially assisted program or activity; or

Submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, or employment from, or employment in the administration of or in connection with, any WIOA Title I-financially assisted program or activity; or

Such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile or offensive program environment.

Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes; and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based harassment may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.

F.20 Intellectual Property, Open Licensing Rights, and the Bayh-Dole Act

As required at 2 CFR 2900.13, any intellectual property developed under a discretionary Federal award process must be licensed under an open license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and attribute the work in the manner specified by the recipient.

All small business firms, and non-profit organizations (as defined in the link below, and including Institutions of Higher Education) must adhere to the Bayh-Dole Act, which requirements are provided at 37 CFR 401.3(a) and at [Bayh-Dole Act Required ETA Grant Term](#). To summarize, these requirements describe the ownership of intellectual property

rights and the government's nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under this grant award. These requirements are in addition to those found in the Intellectual Property Rights term above.

F.21 Procurement

The Procurement Standards found in the Uniform Guidance at 2 CFR 200.318-327 require all grant award recipients and subrecipients to conduct procurement transactions in a manner that promote practical, open, and free competition. The award recipient's description in the SOW of a specific entity that will provide goods or services does not constitute approval or justification of sole-source procurement from this entity.

The Uniform Guidance (at 2 CFR 200.317) requires States (as defined in 2 CFR 200.1) to follow the same procurement policies and procedures it uses for non-Federal funds. The State must comply with 2 CFR 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.327.

Part G: National Prohibitions and Other Restrictions

G.1 Contracting with Corporations with Felony Criminal Convictions Prohibited

The award recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

G.2 Contracting with Corporations with Unpaid Tax Liabilities Prohibited

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

G.3 Trafficking in Persons Prohibited

1. This part establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

I. The award recipient, the award recipient's employees, subrecipients under this award, and subrecipients' employees may not—

(A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or

(B). Procure a commercial sex act during the period of time that the award is in effect; or

(C). Use forced labor in the performance of the award or subawards under the award.

II. DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a subrecipient that is a private entity —

(A). Is determined to have violated a prohibition in paragraph a.I of this award term; or

(B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.I of this award term through conduct that is either—

- i. Associated with performance under this award; or
- ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

I. Is determined to have violated an applicable prohibition in paragraph a.I of this grant award term; or

II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.I of this grant award term through conduct that is either—

- (A). Associated with performance under this award; or
- (B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

I. The award recipient must inform DOL/ETA immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.1 of this grant award term.

II. DOL/ETA right to terminate unilaterally that is described in paragraph a.II or b of this section:

(A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(B). Is in addition to all other remedies for noncompliance that are available to DOL/ETA under this grant award.

III. The award recipient must include the requirements of paragraph a.I of this award term in any subaward the award recipient make to a private entity.

d. *Definitions.* For purposes of this award term:

I. "Employee" means either:

(A). An individual employed by the grant award recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

(B). Another person engaged in the performance of the project or program under this grant award and not compensated by the grant recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

II. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

III. "Private entity":

(A). Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(B). Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

IV. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

G.4 Health Benefits Coverage for Contraceptives

Federal funds may not be used to enter in to or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

G.5 Health Benefits Coverage for Abortions Restricted

Pursuant to P.L. 117-103, Division H, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a

physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this grant award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

G.6 Fair Labor Standards Act Amendment for Major Disasters

Pursuant to P.L. 117-103, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:

- “(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—
- (A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;
 - (B) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:
 - (i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
 - (ii) inspecting property damage or reviewing factual information to prepare damage estimates;
 - (iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
 - (iv) negotiating settlements; or
 - (v) making recommendations regarding litigation.
- (2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].
- (3) For purposes of this subsection—
- (A) the term ‘major disaster’ means any disaster or catastrophe declared or designated by any State or Federal agency or department;
 - (B) the term ‘employee employed to adjust or evaluate claims resulting from or relating to such major disaster’ means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and

local income and payroll taxes from the wages, salaries and any benefits of such employees; and

(C) the term ‘affiliate’ means a company that, by reason of ownership or control of 25% or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company.”

G.7 Lobbying/Advocacy Restricted

Pursuant to P.L. 117-103, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

G.8 Blocking Pornography Required

Pursuant to P.L. 117-103, Division H, Title V, Section 520, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

G.9 Privacy Act

No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

G.10 Procuring Goods Obtained Through Child Labor Prohibited

Pursuant to P.L. 117-103, Division H, Title I, Section 103, no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 20, 2019. DOL has identified these goods and services at ILAB’s [List of Products Produced by Forced or Indentured Child Labor](#) webpage.

G.11 Promotion of Drug Legalization Restricted

Pursuant to P.L. 117-103, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

G.12 Public Communications – Certain Information Requirement

Pursuant to P.L. 117-103, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this term are separate from those in 2 CFR Part 200 and, when applicable, both must be complied with.

G.13 Purchase of Sterile Needles or Syringes Restricted

Pursuant to P.L. 117-103, Division H, Title V, Section 526, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

Part H: Attachments

H.1 Attachment A: SF-424

H.2 Attachment B: SF-424A

H.3 Attachment C: Budget Narrative

H.4 Attachment D: Statement of Work

H.5 Attachment E: Negotiated Indirect Cost Rate Agreement

Attachment A: SF-424

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
* 3. Date Received: 07/26/2022	4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: _____	
State Use Only:		
6. Date Received by State: _____	7. State Application Identifier: _____	
8. APPLICANT INFORMATION:		
* a. Legal Name: Employment Security, Washington State Department of _____		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 91-6001099	* c. UEI: DZK5KDLUNMS3	
d. Address:		
* Street1: 212 Maple Park	Street2: _____	
* City: Olympia	County/Parish: _____	
* State: WA: Washington	Province: _____	
* Country: USA: UNITED STATES	* Zip / Postal Code: 98501-2347	
e. Organizational Unit:		
Department Name: _____	Division Name: _____	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mrs.	* First Name: Sophal	
Middle Name: _____	* Last Name: Espiritu	
Suffix: _____	Title: ESD Funds Manager	
Organizational Affiliation: _____		
* Telephone Number: 360-763-2707	Fax Number: 833-572-8419	
* Email: sophal.espiritu@esd.wa.gov		

Exhibit E - Fed NOA, for Reference Purposes Only

Application for Federal Assistance SF-424			
* 9. Type of Applicant 1: Select Applicant Type:			
A: State Government			
Type of Applicant 2: Select Applicant Type:			
Type of Applicant 3: Select Applicant Type:			
* Other (specify):			
* 10. Name of Federal Agency:			
Employment and Training Administration			
11. Catalog of Federal Domestic Assistance Number:			
17.277			
CFDA Title:			
WIOA National Dislocated Worker Grants / WIA National Emergency Grants			
* 12. Funding Opportunity Number:			
ETA-TEGL-02-22-DWG			
* Title:			
Quality Jobs, Equity, Strategy, and Training (QUEST) Disaster Recovery National Dislocated Worker Grants (DWGs)			
13. Competition Identification Number:			
ETA-TEGL-02-22-DWG			
Title:			
Quality Jobs, Equity, Strategy, and Training (QUEST) Disaster Recovery National Dislocated Worker Grants (DWGs)			
14. Areas Affected by Project (Cities, Counties, States, etc.):			
	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
* 15. Descriptive Title of Applicant's Project:			
WA QUEST NDWG			
Attach supporting documents as specified in agency instructions.			
<input type="button" value="Add Attachments"/>	<input type="button" value="Delete Attachments"/>	<input type="button" value="View Attachments"/>	

Exhibit E - Fed NOA, for Reference Purposes Only

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant <input style="width: 100px;" type="text" value="WA-001"/>	* b. Program/Project <input style="width: 100px;" type="text" value="WA-ALL"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input style="width: 300px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input style="width: 100px;" type="text" value="10/01/2022"/>	* b. End Date: <input style="width: 100px;" type="text" value="09/30/2024"/>
18. Estimated Funding (\$):	
* a. Federal	<input style="width: 150px;" type="text" value="15,000,000.00"/>
* b. Applicant	<input style="width: 150px;" type="text" value="0.00"/>
* c. State	<input style="width: 150px;" type="text" value="0.00"/>
* d. Local	<input style="width: 150px;" type="text" value="0.00"/>
* e. Other	<input style="width: 150px;" type="text" value="0.00"/>
* f. Program Income	<input style="width: 150px;" type="text" value="0.00"/>
* g. TOTAL	<input style="width: 150px;" type="text" value="15,000,000.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input style="width: 100px;" type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input style="width: 300px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <input style="width: 150px;" type="text" value="Ms."/>	* First Name: <input style="width: 300px;" type="text" value="Danielle"/>
Middle Name: <input style="width: 300px;" type="text"/>	
* Last Name: <input style="width: 600px;" type="text" value="Cruver"/>	
Suffix: <input style="width: 150px;" type="text"/>	
* Title: <input style="width: 450px;" type="text" value="Chief Financial Officer"/>	
* Telephone Number: <input style="width: 300px;" type="text" value="360-810-0901"/>	Fax Number: <input style="width: 200px;" type="text"/>
* Email: <input style="width: 650px;" type="text" value="danielle.cruver@esd.wa.gov"/>	
* Signature of Authorized Representative: <input style="width: 200px;" type="text" value="SOPHAL ESPIRITU"/>	* Date Signed: <input style="width: 150px;" type="text" value="07/26/2022"/>

Exhibit E - Fed NOA, for Reference Purposes Only

Attachment B: SF-424A

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. WIOA National Dislocated Worker Grants	17.277	\$ 15,000,000.00	\$	\$	\$	\$ 15,000,000.00
2.						
3.						
4.						
5. Totals		\$ 15,000,000.00	\$	\$	\$	\$ 15,000,000.00

Exhibit E - Fed NOA, for Reference Purposes Only

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	WIOA National Dislocated Worker Grants				
a. Personnel	\$ 313,638.00	\$	\$	\$	\$ 313,638.00
b. Fringe Benefits	125,455.00				125,455.00
c. Travel	17,400.00				17,400.00
d. Equipment	0.00				0.00
e. Supplies	1,870.00				1,870.00
f. Contractual	14,400,000.00				14,400,000.00
g. Construction	0.00				0.00
h. Other	54,006.00				54,006.00
i. Total Direct Charges (sum of 6a-6h)	14,912,369.00				\$ 14,912,369.00
j. Indirect Charges	87,631.00				\$ 87,631.00
k. TOTALS (sum of 6i and 6j)	\$ 15,000,000.00	\$	\$	\$	\$ 15,000,000.00
7. Program Income	\$	\$	\$	\$	\$

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Exhibit E - Fed NOA, for Reference Purposes Only

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. WIOA National Dislocated Worker Grants	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
9. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
10. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
11. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
12. TOTAL (sum of lines 8-11)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15. TOTAL (sum of lines 13 and 14)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. WIOA National Dislocated Worker Grants	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
17. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
18. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
19. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
20. TOTAL (sum of lines 16 - 19)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges: <input type="text" value="\$14,912,369"/>	22. Indirect Charges: <input type="text" value="\$87,631"/>				
23. Remarks: <input type="text"/>					

Exhibit E - Fed NOA, for Reference Purposes Only

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Attachment C: Budget Narrative

QUEST National Dislocated Worker Grant (TEGL 2-22)

Budget Information Narrative

The Washington State Employment Security Department (ESD) requests \$15,000,000 in funding to implement the proposed QUEST National Dislocated Worker Grant (QUEST NDWG).

As the project operator, ESD will retain just \$600,000 (or 4%) of the total budget for the two-year performance period to fund grant management, monitoring, and reporting activities. ESD's administrative costs will not exceed 5% of the grant award. ESD's administrative costs are \$246,059, or 1.64% of the requested funding

The remaining \$14,400,000 will be sub-awarded to eleven of Washington State's Local Workforce Development Boards (LWDBs) to implement the strategies and services outlined in the QUEST NDWG Project Synopsis and summarized below in the Contractual Cost Category narrative. The administrative costs for the subaward recipients will not exceed 10% of the grant total.

The following budget narrative provides a description of the costs for each object cost category on the SF 424-A submitted as a part of the QUEST NDWG application package.

1. Personnel - The total Personnel costs for this grant are \$313,638.

The chart below lists each position by title, the annual salary, and the percentage and dollar amount for each position to be funded directly by this grant.

Project Title	Position	Annual Salary	% to Grant	Total Salary \$ to Grant ¹
QUEST NDWG	Management Analyst 5	\$ 90,888	50%	\$ 90,888
	WMS Band 2	\$ 100,681	10%	\$ 20,136
	Economic Analyst 3	\$ 85,020	50%	\$ 85,020
	WMS Band 1	\$ 81,709	27%	\$ 44,123
	Fiscal Analyst 3	\$ 62,748	25%	\$ 31,374
	IT Systems Administration	\$ 83,892	10%	\$ 16,778
	Tax Policy Specialist	\$ 84,396	15%	\$ 25,319
TOTAL PERSONNEL COSTS	TOTAL			\$ 313,638
¹ - Based on 2-year funding				
² - All figures rounded to the dollar				

The Management Analyst 5 (MA) will serve as the grant manager for the QUEST NDWG grant; responsibilities include negotiation and management of sub-grant awards with LWDBs, coordination of quarterly performance reporting, and facilitation of meetings with sub-grantees and participating partners. The MA will engage with the appropriate entities to develop customizations to the case management system and instructional materials for grant-related data entry and performance reports. The MA will participate in national conversations and training related to the grant and serve as the program point of contact with USDOL.

The WMS Band 2 Manager will provide project leadership and support with agency partners and stakeholders. Responsibilities also include general supervision of the staff, approving timesheets and travel reimbursement, and providing general program guidance.

The Economic Analyst 3 (EA3) will focus on providing analysis of the workforce development system and the services and enrollment measures for this grant, including trends, levels of service, equity of service provision and the performance outcomes of the service modality being used in the local service delivery areas. The EA3 will be responsible for additional outcome tracking and performance metrics, additional demographic information, and other customized reports. The EA3 will also be responsible for the accuracy of the Participant Individual Record Layout (PIRL) reporting as it applies to this grant, as well as provide quarterly updates to the grant manager and LWDBs.

The WMS Band 1 (Workforce Monitor) will develop monitoring tools and trainings specific to the grant. The Workforce Monitor will perform monitoring reviews of both program and fiscal activities for the 11 participating LWDBs, to include data element validation. The Workforce Monitor will visit each participating LWDB during the two-year grant cycle to ensure quality performance and compliance with federal, state, and local requirements as they apply to this grant.

The Fiscal Analyst 3 will compile and complete all quarterly financial reports for submission to USDOL, perform monthly draw down of funds for the LWDBs, and compile the final closeout reports.

The IT Systems Administrator will collect business/system/federal reporting requirements, complete testing of the system, conduct system training, and system configuration in the state’s case management system.

The Tax Policy Specialist will develop state policy guidance associated with the grant, particularly on definitions that are left to the state’s discretion and respond to policy/compliance questions from the state grant administrators and local grant subrecipients over the life of the grant.

2. Fringe Benefits – Total Fringe Benefit costs for this grant are \$125,455.

Fringe benefits are calculated, by position, at 40% of salaries:

Project Title	Position	Total Salary \$ to Grant ¹	Benefit Rate	Total Benefit \$ to Grant ²
QUEST NDWG	Management Analyst 5	\$ 90,888	40.0%	\$ 36,355
	WMS Band 2	\$ 20,136	40.0%	\$ 8,054
	Economic Analyst 3	\$ 85,020	40.0%	\$ 34,008
	WMS Band 1	\$ 44,123	40.0%	\$ 17,649
	Fiscal Analyst 3	\$ 31,374	40.0%	\$ 12,550
	IT Systems Administration	\$ 16,778	40.0%	\$ 6,711
	Tax Policy Specialist	\$ 25,319	40.0%	\$ 10,128
TOTAL BENEFITS COSTS	TOTAL			\$125,455
¹ - Based on 2-year funding				
² - All figures rounded to the dollar				

The following chart provides a breakdown of fringe benefit costs:

Fringe Benefit Cost Breakdown	
Health, Life, and Disability Insurance	45.81%
Retirement and Pensions	32.92%
OASI	15.51%
Medicare, Medical Aid, and Industrial Insurance	5.25%
Paid Family and Medical Leave	0.38%
Unemployment Compensation	0.13%
Total	100.00%

3. Travel – Total projected Travel costs for this grant are \$17,400.

The Workforce Monitor will travel to conduct on-site financial and performance monitoring at each LWDB once per year in the two-year period of performance. The following chart depicts the Workforce Monitors travel costs:

Destination City	Airfare (RT) \$	Total mileage \$	Total Lodging \$	Total Per Diem \$	Other \$	Total Cost per Traveler	# of Travelers	Number of Trips	Total Trip \$
Bellingham		\$ 198	\$ 288	\$ 177		\$ 663	1	2	\$ 1,326
Everett		\$ 121	\$ 417	\$ 222		\$ 760	1	2	\$ 1,520
Kennewick	\$ 400	\$ 8	\$ 315	\$ 207	\$ 75.00	\$ 1,005	1	2	\$ 2,010
Seattle		\$ 90	\$ 696	\$ 237		\$ 1,023	1	2	\$ 2,046
Sequim		\$ 136	\$ 483	\$ 222		\$ 841	1	2	\$ 1,682
Spokane	\$ 400	\$ 18	\$ 342	\$ 222	\$ 75.00	\$ 1,057	1	2	\$ 2,114
Tacoma		\$ 51	\$ -	\$ -		\$ 51	1	2	\$ 102
Tumwater		\$ 9	\$ -	\$ -		\$ 9	1	2	\$ 18
Union Gap		\$ 243	\$ 288	\$ 177		\$ 708	1	2	\$ 1,416
Vancouver		\$ 140	\$ 546	\$ 222		\$ 908	1	2	\$ 1,816
Wenatchee		\$ 244	\$ 288	\$ 177		\$ 709	1	2	\$ 1,418
									\$ 15,468

The Grant Manager will travel to attend meetings and on-site visits to Seattle and Vancouver once in the two-year period of performance. The following chart breaks down the grant manager’s travel costs:

Destination City	Airfare (RT) \$	Total mileage \$	Total Lodging \$	Total Per Diem \$	Other \$	Total Cost per Traveler	# of Travelers	Number of Trips	Total Trip \$
Seattle		\$ 90	\$ 696	\$ 237		\$ 1,023	1	1	\$ 1,023
Vancouver		\$ 141	\$ 546	\$ 222		\$ 909	1	1	\$ 909
									\$ 1,932

All travel will occur in-state; costs are projected using federally approved mileage, lodging and per diem rates. Distances are calculated from Olympia to the city where each participating LWDB is based. Spokane and Kennewick are accessed via airline flight. Other travel costs include baggage fees and airport transit. There is no travel to the Tumwater based LWDB as it is assumed the Grant Manager and Workforce Monitor will be local to that office and incur POV mileage only.

4. Equipment – Total projected equipment costs for this grant are \$0.

No tangible property with a value of \$5,000 or more per unit are anticipated.

5. Supplies – Total projected Supplies costs for this grant are \$1,870.

This cost is to cover only general office supplies throughout the two-year performance period, such as notepads, copy paper, toner, pens, folders, batteries, etc. Supplies are calculated using a standard rate of \$500 per FTE per year; this rate is based on the average costs of supplies per employee in the prior fiscal year.

6. Contractual – Total projected Contractual costs for this grant are \$14,400,000.

Eleven of Washington State's twelve LWDBs will participate in the QUEST NDWG through sub-grant awards serving dislocated workers, long-term unemployed, and other individuals temporarily or permanently laid off, and self-employed individuals who became unemployed or significantly underemployed as a consequence of the COVID-19 pandemic disaster.

Each LWDB receiving a subaward will be conducting similar activities to support the outlined purpose of the grant. Through development and expansion of strategic partnerships, the LWDBs will focus on local outreach campaigns and business engagement to serve and provide good jobs to individuals from historically marginalized and underserved population who have been disproportionately impacted. The LWDBs will provide career services, training, and supportive services, as well as case management and navigation services to other WIOA and non-WIOA services, as described in the Project Summary form, serving a total of 885 individuals across Washington State.

The following chart shows a breakdown of the sub-award amounts and number of individuals to be served by each LWDB:

Local Workforce Development Board	Sub-award Amount	Total Participants
Olympic Consortium Workforce Development Council	\$ 735,952.00	44
Pacific Mountain Workforce Development Council	\$ 1,095,127.00	65
Nothwest Workforce Council	\$ 1,072,854.00	64
Workforce Snohomish	\$ 1,596,735.00	95
Workforce Developmament Council of Seattle - King County	\$ 3,189,231.00	213
Workforce Central	\$ 2,043,771.00	122
Workforce Southwest Washington	\$ 1,186,028.00	75
North Central Workforce Development Council	\$ 731,816.00	43
South Central Workforce Council	\$ 990,222.00	59
Benton-Franklin Workforce Development Council	\$ 729,663.00	43
Spokane Workforce Council	\$ 1,028,601.00	62
TOTAL	\$ 14,400,000.00	885

The average cost per participant across all LWDBs is \$16,272. Each participating LWDB subaward will adhere to the requirement to not exceed the allowable 10% cap on administrative expenses.

7. Construction – Total projected Construction costs for this grant are \$0.

8. Other – Total Other costs for this grant are \$54,006.

These costs include direct administrative costs, such as facilities costs (rent, utilities, janitorial), communications (internet, telephone, mobile phone services), equipment rental, printing costs, software licensing and maintenance, employee training and development, etc.

Other costs are calculated using a standard rate of \$14,650 per FTE per year; this rate is based on the average expenditure per employee for these same costs in the prior fiscal year.

9. Indirect Charges – Total projected Indirect Charges for this grant are \$87,631.

ESD's current Negotiated Indirect Cost Rate is 27.94% of salaries. A copy of the USDOL-approved rate letter is included in this grant application package.

Total Grant Request - \$15,000,000.

Attachment D: Statement of Work

EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D.C. 20210	CLASSIFICATION DWG
	CORRESPONDENCE SYMBOL OWI-DASG
	DATE July 5, 2022

QUEST DWG Applicant and Project Information Instructions: Please provide the information indicated in this table.	
Legal Name of Grant Applicant: Washington State Employment Security Department	
Applicant Point of Contact	
Name: Sophal Espiritu	Title: Funds Manager
Email: sophal.espiritu@esd.wa.gov	Tel: (360) 763-2707
Type of Applicant Select the box for eligible entity type below <input checked="" type="checkbox"/> State Workforce Agency <input type="checkbox"/> Outlying Area Workforce Agency <input type="checkbox"/> Indian tribal governments as defined by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122(6))	
Number of Participants Projected to be Served by the Proposed Project (insert figure in the space right.)	885
Participant Eligibility Attestation <input checked="" type="checkbox"/> Confirm that your QUEST DWG project will only serve eligible individuals described below and in section 4.b.iii of the TEGL by checking the box at left. <ul style="list-style-type: none"> • Individuals temporarily or permanently laid off as a consequence of the COVID-19 pandemic disaster. • Long-term unemployed individuals, as defined by the applicant. • Dislocated workers as defined by WIOA Section 3(15) Self-employed individuals who became unemployed or significantly underemployed due to the COVID-19 pandemic disaster.	
Priority Industries. Indicate which industries the project will engage by checking the relevant boxes at right.	<input checked="" type="checkbox"/> Infrastructure <input checked="" type="checkbox"/> Care Economy <input type="checkbox"/> Climate and Environment <input checked="" type="checkbox"/> Other Growth Industry (Please name): Other growth industry sectors determined locally at the LWDB level, targeting particular industries offering high-quality jobs. See "Partnership Compilation" attachment for known partners at the time of application.

<p>Project Service Area. Describe the geographic areas to be served by the proposed grant. See section 4.d.iii of the TEGL for additional information.</p>	<p><input checked="" type="checkbox"/> A subset of the state’s Local Workforce Development Areas: 11 of 12 LWDA’s</p> <ul style="list-style-type: none"> • Olympic Consortium Workforce Development Council <i>LWDA 1 Counties: Clallam, Jefferson, and Kitsap</i> • Pacific Mountain Workforce Development Council <i>LWDA 2 Counties: Grays Harbor, Lewis, Mason, Pacific, and Thurston</i> • Northwest Workforce Council <i>LWDA 3 Counties: Island, San Juan, Skagit, and Whatcom</i> • Workforce Snohomish <i>LWDA 4 County: Snohomish</i> • Workforce Development Council of Seattle-King County <i>LWDA 5 County: King</i> • Workforce Central <i>LWDA 6 County: Pierce</i> • Workforce Southwest Washington <i>LWDA 7 Counties: Clark, Cowlitz and Wahkiakum</i> • North Central Workforce Development Council <i>LWDA 8 Counties: Adams, Chelan, Douglas, Grant, and Okanogan</i> • South Central Workforce Council <i>LWDA 9 Counties: Kittitas, Klickitat, Skamania, and Yakima</i> • Benton-Franklin Workforce Development Council <i>LWDA 11 Counties: Benton and Franklin</i> • Spokane Workforce Council <i>LWDA 12 County: Spokane</i>
<p>The rationale for Project Service Area: Provide a brief (<i>no more than 250 words</i>) description of why the service area for this proposed project was chosen, including how providing services in the areas will address the goal of the QUEST DWG.</p>	<p>The COVID pandemic has impacted Washingtonians statewide. This application reflects 11 out of 12 LWDBs overseeing our LWDA’s that have capacity and capability to carry out grant activities within the timeline specified.</p>
<p>Performance Goals: Select the appropriate box at right to indicate an understanding that performance goals for the QUEST DWG mirror the negotiated goals established for the state’s WIOA Dislocated Worker Programs per section 4.j of the TEGL.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No - Please explain:</p>

Project Summary: Alignment with QUEST DWG Goal:

Instructions: Per section 4.d.iii, applicants must briefly describe their proposed project and how it will achieve the goal of the QUEST DWG. Please address:

- The strategic partners who have or will inform a successful project design.
- The individuals, communities, industries, and companies the project will engage or serve.
- The required, and any allowable, activities that will be used.
- How the proposed project will achieve the QUEST DWG goal

Please limit the Project Summary length to no more than 500 words.

The people:

The focus of this grant is to recruit, serve, and provide high-quality jobs to individuals whose employment has been negatively impacted by the COVID-19 pandemic, with a strong focus on equity. Recruiting and services will reach individuals from historically marginalized and underserved populations and provide full wrap-around services to help them persist and succeed. We will recruit eligible individuals who have been temporarily or permanently laid off as a consequence of the pandemic disaster; long-term unemployed individuals; dislocated workers as defined by WIOA Section 3(15), and self-employed individuals who became unemployed or significantly underemployed due to the pandemic disaster, with a strong focus on BIPOC communities, rural communities, people with disabilities, and other disproportionately impacted communities.

The LWDBs will tap into local community engagement and planning efforts to find the participants most in need of help, including local coordination with workforce development, labor exchange, nutrition assistance, training and education, tuition support, housing, health providers, and others. These organizations, along with Integrated Service Delivery navigators or similar staff, will help identify participant needs and guide individuals to appropriate programs and services given assessed needs and career goals. The LWDBs will provide allowable career, training, and supportive services, and promote co-enrollment to align services and encourage shared roles for guidance and support services within each career pathway program to prevent duplication of services among the core programs.

Recruitment of participants will involve lists, including contact information, of individuals who are long term unemployed or likely to exhaust benefits based on state administrative UI data. Funds will be used to conduct outreach to participants through direct mailings, phone calls and e-mails, publicly posted flyers, newspaper, radio and television ads, public service announcements, and social media platforms.

Sector Partnerships and Business Engagement

Washington’s identified sectors are based on current and projected employment demand, to include infrastructure (including manufacturing, construction, information and communications technology, transportation, distribution, logistics, and utilities), the care economy (such as healthcare, eldercare, childcare, and social services), and other locally identified sectors (see “Partnership Compilation” attachment). These were identified through state and local labor market data and industry, and we plan to continually solicit employer input.

This funding will implement new and expanded local and regional sector partnerships (see “Partnership Compilation” attachment), which will inform local, tailored sector strategies that provide our eligible population of workers with opportunities to train for, or translate their existing skills into, the demands of targeted in-demand sectors providing high-quality jobs. Operators will provide eligible individuals with interventions designed result in unsubsidized employment.

This funding will help bring a more strategic, equity-focused, high-quality jobs focus statewide. Areas already focused on quality jobs will be able to accelerate their work and provide technical assistance to other areas to elevate Washington’s efforts and provide opportunities for quality jobs across the state, and equitably to historically marginalized populations.

Exhibit E - Fed NOA, for Reference Purposes Only

Local operators will actively engage employers to ensure participants are connected to high-quality jobs, identifying business needs through sector champions, relationship management, and prioritizing locally in-demand and future growth opportunities.

Required Grant Activity: Developing Strategic Partnerships

Instructions: Briefly describe existing and planned partnerships that will inform the project design and ensure successful outcomes. Please note each partner’s area of expertise (business, training and education, community service provider, other), and their expected contribution to the QUEST DWG project’s successful design, implementation, and outcomes.

Please limit the following narrative to no more than 300 words.

Developing strategic partnerships with community-based organizations (CBO), stakeholders, and ambassadors of priority populations will be a primary component of engagement of target communities. Foundational strategic partnerships include trust-building efforts with entities already serving the identified priority populations to identify and engage potential participants. Additionally, strengthening partnerships within the WorkSource system is a key activity, including but not necessarily limited to WIOA Title I-B providers, to enhance trust between the priority populations and the WorkSource system. This trust building will be crucial in establishing effective QUEST DWG service delivery.

Strategic partnerships also include referral pathway partners, with a focus on strengthening partnerships with those entities that can adequately understand, respond to, service, and resolve participant needs for the priority populations with culturally appropriate approaches. This may include partnerships with WA Department of Health and Social Services (DSHS), other state entities, locally relevant CBOs, and other organizations as needed to address specific participant needs. This may also necessitate identification of new partners.

Additional strategic partnerships will support alignment with businesses as well as training and education. LWDBs will work closely with their dedicated Business Service teams to enhance and expand business services to support high-quality job development in local areas. The Workforce Training and Education Coordinating Board (WTECB), serving as a strategic partner, will provide their connectivity and expertise in industry groups (particularly in the healthcare sector) to support engagement and provide insight into the evolving training needs of industries as a part of their Future of Work initiative. Washington Workforce Association (WWA) will be a strategic partner as well, convening and coordinating LWDB interests for greater collective impact. The WA Department of Commerce will be a partner to support increased sector partnerships, and address strategic workforce shortages, through their Workforce Innovation and Industry Sector efforts.

Instructions: Per section 4.d.iv of the TEG, applicants must provide the name of each partner (organization or individual) and their anticipated role in grant activities. Where applicable, applicants should also include a plan for how new partners are identified and included in the project as needed.

Partner Name	Partner Type (Employer/industry, education, economic development, community organization, etcetera.)	Partner Role(s) In Proposed Project
<i>Ex. Community Health Association</i>	<i>Community organization</i>	<i>Outreach to potential participants</i>
Please see Partner Compilation document attached to grant application within Grants.gov		

Strategic Partner Commitment Letters:

Select the relevant box at right to indicate whether commitment letters from at least two of the Strategic Partners are included in the grant application.

- Yes
- No

Required Grant Activity: Community and Potential Participant Outreach

Instructions: Per section 4.d.v, briefly describe the plan to reach priority communities and participants, including how such outreach will be culturally and linguistically competent and designed to reach those who were most adversely affected by the COVID-19 pandemic.

Please limit the following narrative to no more than 200 words.

Outreach campaigns will focus on local strategies to engage priority communities, trusted ambassadors, and participants. Emphasis is on developing statewide customizable templates, then implementing tailored local outreach strategies incorporating the wisdom of living experts, paired with technical expertise of LWDB staff, to co-create strategies that affirm specific cultural needs of populations. Mechanisms for sharing promising practices will be implemented at a statewide level, including expansion of previously identified best practices of community engagement established during COVID19 NDWGs.

LWDBs will conduct community engagement to priority populations, including connecting with trusted ambassadors/messengers/stakeholders in the community to assess, develop, and refine effective outreach activities best suited for ensuring enrollment in grant activities. Potential activities may include informational sessions with CBOs and potential participants, materials translation, coordinating community meetings with community ambassadors, periodicals, social media campaigns, flyers, consulting Client Advisory Councils, and other activities.

Outreach will be coordinated with existing partners, including connections to CBOs that are trusted ambassadors to marginalized populations, DSHS, Washington College Grant, WorkSource, training providers, and others based on community outreach efforts. Additionally, the statewide WorkSource Brand and Marketing (BAM) group will be consulted to consider possible strategies related to Wagner-Peyser and other state programs that provide standardized communication approaches.

Required Grant Activity: Business Engagement

Instructions: Per section 4.d.iv, please

- Describe the business engagement strategy including how the project will identify business needs and provide examples of the services and solutions the QUEST DWG will offer.
- Note how business engagement activities (both strategic and operational) support the goal of the QUEST DWG project.
- Highlight how the business engagement strategy aligns with any existing business engagement strategies and activities underway in the proposed project’s geographic area.
- Identify any employers or industries that the QUEST DWG project anticipates engaging, and why they were selected.
- Note which, if any of the employers, currently offer jobs with family-sustaining wages, benefits, predictable hours and schedules, transparent and nondiscriminatory hiring and promotion practices, and support for workers’ voices.

Please limit the following narrative to no more than 300 words.

This funding will provide strategic support to accelerate existing business engagement strategies focused on high-quality jobs and provide needed resources to expand and deepen those strategies to 1) strengthen quality jobs in targeted industries, and 2) strengthen strategies around diversifying the workforce and accessing previously untapped labor pools. Business services providers will work with local businesses to educate them on designing employment opportunities that effectively attract potential candidates using methods like offering competitive wages, desirable fringe benefits, remodeling corporate culture, opportunities for professional growth, taking pride in staff retention rates, and succession planning to create promotion opportunities. In addition, providers are implementing practices to help local businesses during times of talent shortages by identifying points of favorable differentiation, encouraging them to compare their culture, benefits, and workplace dynamics to those of other businesses both within their industry, locally, and regionally. This discussion is often a pivoting point where employers begin to understand that business has fundamentally changed and that new, innovative thinking is required. This includes advancing our commitment to equity and inclusion for all by sharing inclusive hiring practices and assisting in adding diverse language to recruitment announcements and job descriptions.

Funding will support LWDBs operationally to use a variety of tools, including technology and tailored business practices, to connect and continuously engage with high-quality employers in in-demand sectors. These tools will help LWDBs collect relevant information about employers and correlate candidate skills with company or vacancy traits; provide targeted information to individuals in our community about employment, training, and educational opportunities; and assess needs for hybrid, in-person, and/or virtual services to meet the needs of both businesses and job seekers. These may also include development of work-experience, OJT, apprenticeship, and other work-based learning opportunities. These interventions aim to support continuous engagement with businesses and deepen employer relationships long-term.

Required Grant Activity: Employment & Training Activities

Applicants must describe the employment and training activities included in the proposed QUEST project design. These activities should enable participants impacted by the COVID-19 pandemic including its social and economic inequities to gain the skills and experience necessary to qualify for, obtain, and advance in safe and sustainable jobs, particularly high-quality jobs in growth industry sectors.

Please limit the following narrative to no more than 250 words.

Career services provided through the QUEST NDWG will build on existing partnerships and programs, with coordinated partner outreach and engagement, so participants are consistently informed about and connected to all the resources they need to be successful. This includes navigation or similar staffing support (coordinated case-management, career/employment specialist, etc.), support through initial career services (assessment and career plan development) that assist each customer in considering which services they need, and any referrals or connections to additional services or supports customers may require. These services aim to support the participant to successfully recover employment and/or embark on employment pathways that have potential to provide a high-quality, family-sustaining wage. Such additional supports may be grant funded or provided through co-enrollment into WIOA or non-WIOA fund sources and may include the following activities:

- Career Services, Training, and Supportive Services
- Work-based learning opportunities, such as on the job training, work experience, and apprenticeship
- Navigation or case management functions through previously established or new strategic partnership pathways to assist with accessing non-WIOA programs. Non-WIOA assistance may include but is not limited to:
 - Food/nutrition (SNAP, TANF, other)
 - Housing, rental and utility assistance
 - College, Worker Retraining, Apprenticeship costs (e.g., Washington College Grant)
 - Childcare (ECEAP/Head Start, other)

- Healthcare, including Behavioral Health
- Other needs, as identified

Allowable Grant Activity: Disaster Relief Employment

Instructions: If the applicant’s project design includes allowable disaster-relief employment, please

- Describe the jobs that will be created.
- Describe the impacts of the COVID-19 pandemic that created the need for these jobs.
- Describe how the work done in each job will directly address the health, employment, or economic impacts of the pandemic.
- Describe how the wage, employment duration, and other requirements defined in Training and Employment Guidance Letter 16-21 published on June 16, 2022, will be met.

Please limit the following narrative to no more than 300 words.

N/A

Achieving the QUEST Goal

Applicants must demonstrate that proposed projects will achieve the goal of the QUEST DWG and enable participants adversely affected by the COVID-19 pandemic and the social and economic inequities that the pandemic exacerbated, to enter, return to, or advance in high-quality jobs in growth industries including infrastructure, environment and climate, the care economy, and other critical sectors defined by the applicant. The activities of the proposed QUEST DWG project should result in improved individual and community resilience to the ongoing effects of the COVID-19 pandemic.

Please limit the following narrative to no more than 300 words.

Washington recognizes that economic recovery from the COVID-19 pandemic is likely to be disproportional based on historical outcomes of previous recessions. For this reason, the partnership is committed to investing equitably in the communities that have been disproportionately affected by COVID-19. It is crucial to enhance the capacity of local community-based organizations that already have trust built and to have an effective outreach strategy that is built by the communities we intend to serve to ensure this equitable investment strategy is successful. Equitable economic recovery will require an explicit and intentional set of strategies to support workers who are historically left-behind and at-risk again of further economic marginalization. Washington has historically served minority populations in our WIOA Title I-B programs; however, the past year has highlighted some trends we feel are important to address through increased engagement and deepening connections to communities that have been hardest hit by the economic conditions fueled by the pandemic and are historically underrepresented in service numbers, including historically marginalized populations.

Through this project, Washington will serve 885 people primarily from BIPOC, rural, and other adversely impacted populations, and train them for new careers in high demand industries including infrastructure, the care economy, and other locally identified sectors. Our outreach strategies will reach people who might otherwise never learn about the services and opportunities we provide.

Emphasis on community-based outreach will help us provide opportunity equitably across the state. Emphasis on strategic sector development will help us understand and meet the business needs of economy-critical employers in our state. Emphasis on deep, lasting business engagement will help us to continuously work with employers to help meet talent needs; support development of high-quality employment opportunities; provide labor market information to develop demand-driven workforce approaches; and develop career pathway models incorporating worker voice.



July 21, 2022

Brent Parton, Acting Assistant Secretary
US Department of Labor, Employment & Training Administration
1401 Constitution Avenue, NW Suite 71014
Washington, DC 20230.

RE: QUEST: Disaster Recovery National Dislocated Worker Grants Funding

Dear Mr. Parton,

On behalf of Washington Workforce Association (WWA), we are pleased to serve as a strategic partner to the Washington State Employment Security Department's application for QUEST NDWG, a collaborative effort of eleven Washington State local workforce development boards that are represented by WWA. The initiative's inclusion of regional high-road sector partnerships and proactive business engagement, and its commitment to advancing equity and job quality are strongly aligned with the values of WWA and our local boards.

After over two years of responding to the COVID-19 pandemic, Washington State continues to face significant economic shock to small businesses, major employers, and our workers. Racial and economic disparities have widened among Black, Indigenous, immigrant, refugee, women, and low wage workers. This highlights the urgency to establish a nimble and flexible region-wide workforce system that can outreach to, serve, and provide good jobs to individuals whose employment has been negatively impacted by the pandemic, including equitably providing opportunity to individuals from historically marginalized and underserved populations who have been disproportionately impacted.

Through a comprehensive set of investments, the program will drive outcomes for eligible individuals who have been temporarily or permanently laid off as a consequence of the COVID-19 pandemic; long-term unemployed individuals; dislocated workers, and self-employed individuals who became unemployed or significantly underemployed due to the COVID-19 pandemic by identifying and assessing participant needs and career goals and guiding them to appropriate programs and services.

WWA is committed to supporting this project's design and activities to ensure successful outcomes and strong, equitable recovery from the impacts of the COVID-19 pandemic. We are dedicated to building a resilient economy to address the structural barriers that marginalized and

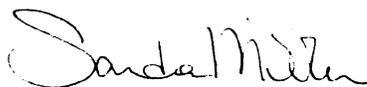
underserved populations face in the labor market and actively engaging businesses in this work to address their short and long-term needs for skilled workers in good jobs.

Thank you for supporting Washington's efforts to ensure all Washingtonians have access to quality education and training that leads to good jobs aligned with the growing industry demands in our state.

Sincerely,



Joy Emory
Chair, Washington Workforce Association
President & CEO, Workforce Snohomish



Sandra Miller
Executive Director
Washington Workforce Association



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • 360-725-4000
www.commerce.wa.gov

July 21, 2022

US Department of Labor, Employment & Training Administration
1401 Constitution Avenue, NW Suite 71014
Washington, DC 20230.

Re: QUEST: Disaster Recovery National Dislocated Worker Grants Funding

Dear Brent Parton,

On behalf of Washington State Department of Commerce (Commerce), I am writing to express support for the QUEST Disaster Recovery National Dislocated Worker Grant application led Washington State Employment Security Department (ESD), which will support Washingtonians most adversely impacted by the COVID-19 pandemic and strengthen our economy by connecting them to high-quality jobs in critical growth industries.

Commerce is committed to addressing strategic workforce shortages, underemployment, degree inflation, and disparate work experiences by gender and race, all longstanding problems requiring thoughtful, inclusive solutions. If ESD is awarded this funding, Commerce will be a committed partner in this effort to support increased sector partnerships with in-demand industries that offer high-quality employment opportunities.

Sincerely,

A handwritten signature in black ink that reads "Lisa J. Brown".

Lisa J. Brown, Ph.D.
Director

**Attachment E:
Negotiated Indirect Cost Rate Agreement**

NEGOTIATED INDIRECT COST ALLOCATION PLAN AGREEMENT

NON-FEDERAL ENTITY:
Washington State Employment
Security Department
P.O. Box 9046
Olympia, WA 98507

EIN: 91-6001099

DATE: 7/11/2022

FILE REFERENCE: This
replaces the agreement dated
7/5/2022

The cost allocation plan (CAP) for indirect costs approved in this Agreement is to be use on grants, contracts, and other agreements with the Federal Government. This Agreement was negotiated by **Washington State Employment Security Department** (non-Federal entity) and the **U.S. Department of Labor** in accordance with the authority contained in Title 2 of the Code of Federal Regulations, Part 200. This Agreement is subject to the limitations in Section II, A, below.

SECTION I: DEPARMENTAL INDIRECT COSTS

The U.S. Department of Labor’s Cost & Price Determination Division (CPDD) has reviewed the non-Federal entity’s CAP. The non-Federal entity has chosen not to employ an indirect cost rate, but to allocate actual indirect costs monthly in accordance with the CAP. The allocation methodologies delineated in the non-Federal entity’s CAP are hereby approved. Attached is the Schedule of Allocated Indirect Costs by Award ID Number for the indirect costs allocated for the Final period.

<u>APPROVAL</u>	<u>FROM</u>	<u>TO</u>	<u>BASE</u>	<u>LOCATION</u>	<u>APPLY TO</u>
Final	07/01/2020	06/30/2021	SW-2	Loc-1	AP-1
Provisional	07/01/2021	06/30/2023	SW-2	Loc-1	AP-1

(SEE SPECIAL REMARKS)

BASE

SW-2: Total direct salaries and wages including vacation, holiday, sick pay, and other paid absences, but excluding all other fringe benefits.

LOCATION

Loc-1: All Locations

APPLY TO:

AP-1: All Programs

TREATMENT OF FRINGE BENEFITS: Fringe benefits are specifically identified to each employee and/or are charged individually as direct or indirect cost (as applicable). See Special Remarks section of this Agreement for more details.

TREATMENT OF PAID ABSENCES: Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

SECTION II: GENERAL

A. **LIMITATIONS:**

Use of the approved indirect costs contained in the Agreement is subject to all statutory or administrative limitations and is applicable to a given Federal award or contract only to the extent that funds are available. Acceptance of the CAP agreed to herein is predicated upon the following conditions:

1. No costs other than those incurred by the non-Federal entity were included in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the non-Federal entity and allowable under the governing cost principles.
2. The same costs that have been treated as indirect costs have not been claimed as direct costs.
3. Similar types of costs have been accorded consistent treatment.
4. The information provided by the non-Federal entity or contractor which was used as a basis for acceptance of the CAP agreed to herein is not subsequently found to be materially inaccurate by the Federal government. In such situations, the CAP may be subject to renegotiation at the discretion of the Federal government.
5. The approved CAP Agreement is subject to audit.
6. Indirect costs charged to Federal grants/contracts should be adjusted to the applicable CAP cited herein and be applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.
7. Indirect costs approved through this Agreement are subject to ceilings stipulated in contract/grant agreements.
8. Administrative costs consist of all Direct and Indirect costs associated with the management of the non-Federal entity's programs. Non-Federal entities should refer to their contracts/grants terms and specific program legislation for the applicable definition of Administrative Costs and any related limitations.

9. The indirect cost listed in the Schedule of Allocated Indirect Costs by Award ID Number (the Schedule) for each award for the costs incurred during the fiscal year approved as Final listed in Section I. The Schedule is meant to be used to reconcile indirect costs claimed during the close-out award process.

B. CHANGES:

This agreement is based on the accounting system purported by the non-Federal entity to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval from the CPDD. Such changes include, but are not limited to changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. NOTIFICATION TO FEDERAL AGENCIES:

A copy of this document is to be provided by the non-Federal entity to other Federal funding sources as a means of notifying them of the Agreement contained herein.

D. DEFINITION OF PROVISIONAL/FINAL APPROVALS IN SECTION I:

1. Final applies to actual indirect costs incurred in a specified past period. Approved final allocated indirect costs are not subject to adjustment.
2. Provisional only applies to an approved cost allocation methodology to be used for a specified future period.

E. SPECIAL REMARKS:

1. Provisional/Final - CAP approval and impact to closeout adjustments:

When seeking initial reimbursement of indirect costs, a proposal must be submitted within 90 days of receiving a Federal award (financial assistance, grants, cooperative agreements, and cost reimbursable contracts) that requires accounting for actual costs incurred. The non-Federal entity must submit an indirect cost proposal within six (6) months after the end of their fiscal year to establish a final CAP.

Once a final CAP is negotiated with CPDD, actual charges to Federal awards will require adjustment to settle any disallowed indirect costs. If approved final allocated costs are greater than allocated costs approved on a provisional basis and there are no funds available to cover the additional indirect costs, the non-Federal entity or contractor may not recover all indirect costs. Conversely, if the allocated costs approved on a final basis are less than allocated cost

approved on a provisional basis, the non-Federal entity or contractor will be required to reimburse the funding agency for the excess billings.

Non-Federal entities receiving Federal awards (financial assistance, grants, and cooperative agreements) – Note that even if Federal awards are administratively closed prior to the settlement of the final CAP, non-Federal entities must still comply with the following 2 CFR Part 200 clauses stating, in part:

§200.344 Post-closeout adjustments and continuing responsibilities

(a) The closeout of a Federal award does not affect any of the following:

- (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
- (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

§200.345 Collection of amounts due

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government.
 - (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.
2. Fringe benefits include the following: FICA, unemployment insurance, worker's compensation, health insurance, and retirement.
 3. Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition. The capitalization threshold for equipment is \$5,000.
 4. The indirect salaries approved as part of the Rate/CAP in Section I comply with the applicable ETA TEGL 5-06 and/or Job Corps salary and bonus restrictions.
 5. Budgetary Rate(s): In addition to the above approvals, CPDD also approved the non-Federal entity's request for CAP budgetary rate(s) below. These type of rate(s) is/are used for planning purpose only (e.g. bidding on a Federal grant). Final indirect costs, however, are allocated based on the approved CAP methodologies described in Section I. The rate(s) is/are approved

below for the period from July 1, 2021 to June 30, 2023, using direct salaries and wages, without fringe benefits:

- Administration Management & Information Technology (Program Index 19100 & 19150): 12.53%
- Fiscal and Personnel (Program Index 19120): 15.41%

ACCEPTANCE

BY THE NON-FEDERAL ENTITY:

Washington State Employment
Security Department
P.O. Box 9046
Olympia, WA 98507

(Non-Federal Entity)

DocuSigned by:
Danielle Cruver

32FD1908E97047F...
(Signature)

Danielle Cruver

(Name)

Chief Financial Officer

(Title)

7/15/2022

(Date)

**BY THE COGNIZANT AGENCY FOR
INDIRECT COSTS, ON BEHALF OF THE
U.S. FEDERAL GOVERNMENT:**

U.S. Department of Labor
Cost & Price Determination Division
200 Constitution Ave., N.W., S-1510
Washington, DC 20210

(U.S. Federal Government Agency)

Victor M. Lopez

(Signature)

for

Victor M. López

(Name)

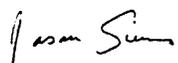
Chief, Cost & Price Determination Division

(Title)

7/11/2022

(Date)

Negotiated By: Phát Châu
Office Phone: (202) 693-4103
Email: chau.phat@dol.gov

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 CERTIFICATE NUMBER CRT 2020-00465		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:  Jason Siems, State Risk Manager		



EMPLOYMENT SECURITY, WASHINGTON STATE DEPARTMENT OF

DUNS Unique Entity ID 808882914	SAM Unique Entity ID DZK5KDLUNMS3	CAGE / NCAGE 3X3Q3
Purpose of Registration All Awards	Registration Status Active	Expiration Date Sep 21, 2022
Physical Address 212 Maple Park Olympia, Washington 98501-2347 United States	Mailing Address PO Box 9046 Olympia, Washington 98507-9046 United States	

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Washington 10	State / Country of Incorporation (blank) / (blank)	URL (blank)

Registration Dates

Activation Date Sep 23, 2021	Submission Date Sep 21, 2021	Initial Registration Date Jul 6, 2004
--	--	---

Entity Dates

Entity Start Date Mar 1, 1937	Fiscal Year End Close Date Jun 30
---	---

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 FAPIS.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 Reps & 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
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
3X3Q3

EFT Indicator
5400

CAGE Code
8EZL0

Electronic Business

☒
Sophal Espiritu

**212 Maple Park AVE SE
Olympia, Washington 98501
United States**

Sophia Espiritu

212 Maple Park AVE SE
Olympia, Washington 98501
United States

Government Business

☒
Sophal Espiritu

**212 Maple Park AVE SE
Olympia, Washington 98501
United States**

Sophia Espiritu

212 Maple Park AVE SE
Olympia, Washington 98501
United States

NAICS Codes

Primary
Yes

NAICS Codes
921110

NAICS Title
Executive Offices

Yes, this entity appears in the disaster response registry.

States

Counties

Metropolitan Statistical Areas

Washington