

# **Spokane Area Workforce Development Council**



**Contract and One-Stop Operator Agreement**

**Spokane Workforce Consortium**

**WIA PY 2011 – 2012**

**STATEMENT OF WORK/WORK PLAN  
OPERATORS' CONSORTIUM  
WORK PLAN AND ONE-STOP OPERATOR AGREEMENT  
PROGRAM YEAR 2011-2012**

**I. Introduction**

The Spokane Area Workforce Development Council (SAWDC) is the policy and planning body for workforce development activities in Spokane County. The SAWDC oversees the Spokane Area WorkSource one-stop system and provides a portion of the funding necessary to operate the system through the Workforce Investment Act (WIA) Adult and Dislocated Worker and Youth programs. Its oversight responsibility includes designation of the WorkSource Operator, administration of WIA Title I-B program services, certification of the one-stop centers/affiliates, and setting of local performance standards.

The mission of the Spokane Area Workforce Development Council's (SAWDC) program services is to develop a coordinated, collaborative system that is designed to facilitate successful acquisition of employment at the local standard of self-sufficiency. The Workforce Investment Act of 1998 legislation has mandated the streamlining of services through the one-stop delivery system, allowing for universal access to core services and empowering individuals through information and access to coordinated intensive and training resources. Under this system, training is provided to some individuals primarily through an Individual Training Account (ITA) process and is offered only to those individuals who have demonstrated difficulty acquiring employment or achieving the self-sufficiency standard without this assistance.

The public workforce investment system plays an integral role in our community's economic development and our local system must continually respond and add value to meet the changing needs of our businesses and workers. In this dynamic funding environment, opportunities are created across a range of fund sources which flow through the SAWDC, including the American Recovery and Reinvestment Act of 2009, WIA Title 1-B Formula funds, discretionary grants, and Governor's Discretionary funds, to name a few. When these resources are obtained, **it is the responsibility of service providers under contract with the SAWDC to work in partnership leveraging resources to deliver enhanced services to target populations**, e.g., Veterans, youth, mature workers, individuals with disabilities, individuals in poverty, and support other workforce initiatives in our community that are aligned with the SAWDC Strategic Plan. The SAWDC seeks to build capacity within its service area and with regional partners and to add activities and resources which complement already existing programs and lead to higher levels of service and improved outcomes for our customers.

**II. Goals for Workforce Development Area XII (2009-2011)**

The SAWDC's Strategic Plan defines the following goals which reflect the need to provide a quality workforce for the various skill levels and occupations that support the regional economy and the objective of increasing personal incomes and self-sufficiency, with specific goals set for system building, industry, youth and adults. **Contractors are expected to review the SAWDC's Strategic Plan and align services with the area goals**, which include:

System Building

- Customers receive the services they need without regard to specific program.

Industry

- The workforce development system strengthens Washington's economy, focusing on strategic industry clusters as a central organizing principle.
- Current and dislocated workers, and job seekers receive education and training that builds competitive skills and businesses.

## Youth

- Assure all Spokane County youth receive the education, training, and support they need for success in employment and/or postsecondary education.
- Reduce unemployment rates among older youth, and improve their career prospects.

## Adults

- Increase the number of adults who have at least one year of postsecondary training.
- Adults with barriers to employment and training enter education and career pathways that lead to self-sufficiency.
- The WorkSource System provides integrated and effective customer service without barriers associated with separate, individual programs.

Furthermore, the SAWDC is operating under the following guiding principles:

- Think and act as an integrated system of programs that share common goals, yet are delivered by various partners with the best capabilities.
- Create a delivery system that is responsive to employers and prioritize services to respond to high demand occupations and critical job needs of targeted industry clusters.
- Regularly review program and service performance for quality improvement, and adapt them to meet changing needs.

### **III. Workforce Investment Act Overview**

WIA provides the framework for a national workforce preparation system that is flexible, responsive, customer-focused and locally managed. The Act restructured approximately 60 workforce development programs into an integrated workforce investment system designed to better respond to the employment needs of its customers—employers as well as current workers, unemployed workers, workers laid-off due to restructuring or downsizing, and new entrants to the labor force. The overall goal of the WIA Title 1-B programs is to provide funding to support the services for individuals and connect them to career information, pathways, and resources that will assist them in reaching their short and long-term goals of economic self-sufficiency. While these specific funds are provided to support WIA client services, they are also to be used to **coordinate multiple funding streams** and workforce development programs and systems to provide for a seamless system of service delivery to job seekers and employers. As such, the combinations of these funds are to support the integrated model and provide services for all clients within the WorkSource system.

### **IV. Service Delivery**

Per this funding, the Spokane Workforce Consortium (Consortium) will be responsible for staffing all services necessary to carry out the duties required to manage and/or operate the following: WIA Adult, Dislocated Worker, and Youth programs; One-Stop operations; Business Services; program performance management; process analysis and improvement; MIS protocols and practices; and inventory management. All services will be delivered within the following design principles: consortium model; integration-focused; Lean-focused; shared goals will be tracked; flexible; self-sufficiency-focused.

#### **a. Operators' Consortium**

Under the Operators' Consortium model, multiple agencies (Career Path Services, Employment Security Department, Goodwill Industries of the Inland Northwest, and NorthEast Washington Education Services District 101) will serve together as the Spokane Workforce Consortium to design a unified governance structure for WorkSource Spokane and the Next Generation Zone. Consortium members will design an operating structure in which members have equity in discussions affecting program or service delivery. Consortium meetings will be frequent, well

attended and designed to seek input from all consortium partners. SAWDC staff reserve the right to attend a portion of each meeting. The Consortium will assume shared and lead oversight roles for program and site management functions to assure consistent service delivery and integration of services to employers, job seekers and community partners. Should a dispute arise among Consortium members, it is required that the SAWDC Dispute Resolution Policy #806 be adhered to.

#### WorkSource Site Operations

For Program Year (PY) 2011-2012, the Operator's Consortium, with Employment Security Department in the lead coordinating role, will serve as the WorkSource One-Stop Operator; a responsibility included in the original Request for Proposal and Consortium response leading to this contract. As a primary partner in the center, Career Path Services will participate in decisions regarding these functions and in site operation activities as needed. When critical decisions need to be made about WorkSource Spokane, Employment Security, Career Path Services and the SAWDC will be directly involved.

Duties assigned to Consortium as the One-Stop Operator, per WorkSource Service Delivery System Policy 1008, Revision 1, include but are not limited to:

- Performing the responsibilities designated by the SAWDC in carrying out the local WIA/Wagner-Peyser Operations Plan, the Integration Framework, Washington Works and any other integration initiatives.
- Fostering partnerships within WorkSource Spokane and the Spokane WorkSource System, creating a multi-agency team environment.
- Managing and staffing the day-to-day operations of WorkSource Spokane.
- Determining the extent to which SKIES is being used as the case management system by authorized partner staffs with state authorization to use SKIES for recording and reporting information on services provided.
- Implementing federal, state, and local policies, including implementation of Washington State WorkSource System Policies that operationalize Local WIA – Wagner Peyser Plans and Memoranda of Understanding partner agreements to further integration efforts.
- Encouraging partner collaboration which continuously strives to achieve shared ownership for success of the customer and the system; demonstrably benefits a range of individuals, particularly to support those needing skill development opportunities for successfully meeting immediate and long range employment goals; demonstrates Center and Affiliate partner staff and management share a common knowledge of the local WorkSource system, labor market, service providers, and partner programs, in addition to having expertise in their fund source program; and contributes to collective accountability that recognizes system outcomes, in addition to an individual partner program's outcomes.
- Developing WorkSource Spokane policies and/or procedures.
- Coordinating Resource Sharing Agreements;
- Assisting in the development and execution of a Memorandum of Understanding (MOU). Program and performance management;
- Process improvement, performance analysis and MIS protocols and practices.
- Staff training, including SKIES training, and maintaining training records, as per Washington State WorkSource System Policies.
- Partnering with the SAWDC to implement new funding streams as such opportunities arise.
- Maintaining regular communication with the SAWDC about the status of projects, collected workforce intelligence, integration, and system activities.
- Continuous Quality Improvement and customer satisfaction.
- Marketing one-stop services.
- Recruiting additional one-stop partners.
- Assuring EEO requirements are met.

- Report to the SAWDC on progress made towards meeting expectations addressed in this agreement. See Section V, "Performance and Reporting" for specific requirements.

#### Program Operations

For program year 2011-2012, the Operator's Consortium will serve as the Workforce Investment Act Program Operator, with Career Path Services in the lead coordinating role. All agencies will participate in decisions regarding these functions, as needed. When decisions need to be made about WorkSource Spokane, Employment Security, Career Path Services and the SAWDC will be directly involved. When decisions need to be made about the Next Generation Zone, NEWESD 101, Career Path Services, Goodwill and the SAWDC will be directly involved.

Duties associated with Program Operations include but are not limited to:

- Developing WIA-related policies and procedures consistent with federal, state, and local rules and regulations.
- Maintaining hard copy and electronic files of job registrant records which partners can access as appropriate and allowable.
- Maintaining high quality administrative, fiscal, and personnel systems for WIA funds consistent with generally accepted accounting principles and government requirements.
- Assuring all staffing positions supported by WIA 1-B dollars have their primary place of work at the WorkSource Spokane Center or Next Generation Zone (exceptions may be established by mutual consent).
- SKIES database tracking and SKIES caseload database management.
- Staff training, including SKIES training, and maintaining training records, as per Washington State WorkSource System Policies.
- Continuous Quality Improvement and customer satisfaction.
- Managing and staffing the day-to-day operations of WIA Adult, Dislocated Worker, and Youth program.
- Marketing Workforce Investment Act services.
- Assuring EEO requirements are met.

Although the Consortium will be operating "as one," key agency roles within the team have been identified as follows:

Employment Security Department is responsible for:

- Lead coordinating role for One-Stop Operator responsibilities;
- Operating the Unemployment Insurance, Veterans, WorkFirst, Wagner-Peyser and Trade Adjustment Act programs;
- Performing the tasks associated with the management of the WorkSource site and associated systems, and provides supervision of all State employees;
- Overseeing the delivery of Business Services;
- Applying for and maintaining Site Certification;
- Coordinating data and resource sharing agreements;
- Functionally supporting the Comprehensive Service Teams;
- Staffing and functionally supporting WIA Adult and Dislocated Worker programs with highly qualified personnel; and
- Managing non-WIA inventory for WorkSource Spokane.

Career Path Services is responsible for:

- Lead coordinating role for Program Operations responsibilities;
- Operating WIA Adult, Dislocated Worker, and Youth programs;
- Providing WIA Adult, Dislocated Worker and Youth program with highly qualified personnel;
- Overseeing financial management of program services;

- Overseeing financial management additional funds/programs implementation, as appropriate and in concurrence with the Consortium;
- Managing WIA inventory;
- Providing program analysis and improvement, and administrative support including managing accounts payable, vouchers and payroll functions for WIA programs; and
- Functionally supporting the WIA Youth Program Manager.

NorthEast Washington Education Services District 101 is responsible for:

- Lead coordinating role for Next Generation Zone site management;
- Overseeing the daily operations of the Next Generation Zone;
- Providing highly qualified personnel to support the operation of the WIA Youth Program;
- Providing fiscal report information to consortium partners;
- Applying for and maintaining Affiliate Site Certification;
- Managing the WIA Youth Program; and
- Actively contributing to the strategic direction of program operations.

Goodwill Industries is responsible for:

- Providing highly qualified personnel to support the operation of the WIA Youth Program;
- Providing fiscal report information to consortium partners; and
- Actively contributing to the strategic direction of program operations.

**b. Business Services**

The Consortium will provide services to business as described in the Business Services Plan (see that plan for details), with Employment Security Department in the lead coordinating role. Services delivered to business through WorkSource Spokane will utilize a consultative approach to determine business needs and develop timely, responsive solutions to meet those needs. All business activity will be captured in SKIES.

The Business Services Plan will be updated by August 31, 2011, with the following information: (1) outline of how services to business by non-Business Services Team members will be coordinated throughout the Center, utilizing all Center staff, as appropriate; and (2) a list of primary tasks, duties and responsibilities of the Business Services Team.

**c. Integration, Lean and Shared Goals**

The Consortium will be responsible for continuing to move towards an integrated service delivery system in WorkSource Spokane. In PY11 this might include exploring a model for enrolling the majority job seekers in both WIA and Wagner-Peyser. The SAWDC and the Consortium will work together to define this model and investigate options and impacts. Additionally, the WorkSource Center will move towards a high quality workshop model as a way to “lean” services delivered through that site.

Shared goals for WorkSource Spokane will align with federal Common Measures, and the Next Generation Zone will explore if a shared goal model will work for their site as well. Existing performance measures and indicators will be used to compile goals to be presented at monthly Government Management Accountability and Performance (GMAP) sessions and SAWDC board meetings.

**d. Focus on Self-Sufficiency**

Job seeker self-sufficiency will be a determining factor in activities related to serving WorkSource clients. Assessment tools such as the Self-Sufficiency Calculator will be used appropriately to help clients realize their earning needs required for income adequacy. During PY11, the Consortium will explore a model for providing services to job seekers who are interested in receiving

assistance to obtain a higher paying job in order to be self-sufficient, recognizing that the working poor may require different services than the unemployed.

**e. Workforce Investment Act Programs**

The Consortium will operate the WIA Adult, Dislocated Worker and Youth programs in accordance with the all Federal, State and local policies.

**Adult and Dislocated Worker Programs**

All WIA sponsored services will flow through the required tiered system of Universal Access/Core Services, Intensive, Training, and Follow-up/Retention. Core services are available to the general population without regard to income, may be facilitated by all Consortium and/or partner service providers and will be provided transparently within functionally integrated Customer Service Teams or any alternate point at which customers enter the one-stop system.

Documentation of progression from Core to Intensive service will be accomplished through the use of an Individual Employment Plan (IEP). The IEP identifies the participant's employment goals and appropriate achievement objectives, including the appropriate combination of services for the participant to achieve self sufficiency. In addition to triggering passage from Core to Intensive services, the IEP is a living document that is reviewed and updated as changes occur. It serves as the road map for the participant's journey to self-sufficiency. The Consortium will continue to use the self-sufficiency calculator to assist participants in budget planning and to determine what their needs will be to successfully complete their training plan and job search.

Training services may be provided to an Adult or a Dislocated Worker who has received Intensive services and has a documentable need for additional services to become employed or to retain employment at or above the self-sufficiency standard. Training services are either offered through customized services that address an industry-based labor need or may be procured on an individual referral basis through the use of Individual Training Accounts (ITAs) for industry clusters with documented demand. ITAs may be used to pay for tuition, tools, books, supplies, as needed for a participant to achieve her/his employment and self-sufficiency goals. Entry into training is based on employer demand and the participant's willingness and ability to successfully pursue training in a demand occupation as defined by the SAWDC. At least 75% of all participants who enter into training will receive training in a targeted industry cluster.

**WIA Youth Program**

To help assure that all Spokane County youth receive the education, training, and support required for success in employment and/or postsecondary education, the Next Generation Zone will offer intensive WIA services to eligible young adults ages 16-21. During PY11, the Consortium will continue to place enhanced efforts on connecting all WIA youth with internships, paid and unpaid work experiences, job shadow and employer mentoring opportunities. Additionally, all youth will receive work readiness training during program participation. At a minimum, this includes résumé development, financial literacy and interview training.

Eligible youth seeking assistance to achieve academic and employment success will receive effective and comprehensive activities which include a variety of options to gain educational and skill competencies and provide effective connections to employers. Each of the ten program elements required in the Workforce Investment Act will be offered to participants.

One barrier that many young adults face is not having a driver's license. Lack of a driver's license not only keeps them from attaining employment when driving is involved in the job, but also can keep them from obtaining a job because of the documentation an employer needs for the completion of the I-9. Part of the enrollment process for WIA is determining if the young adult has a valid driver's license. If they do not, the reason is determined, and if they are interested in assistance with obtaining one, it becomes part of their goals included in their Individual Service Strategy (ISS).

### **WIA Program Eligibility and Expenses**

To assure compliance with the Workforce Investment Act and other state and local policies, the Consortium is responsible for the following activities (many are the responsibility of Career Path Services as lead fiscal agency, but exact management processes may need to be developed by the Consortium):

- 1) Managing the obligation, de-obligation, and re-obligation of WIA funds for registrant and registrant-related work experience, on-the-job training, tuition, books, supplies, supportive and other participant/participant-related expenses including needs based payments.
- 2) Establishing and maintaining systems to monitor eligibility for and issuance of payment for WIA registrant and registrant-related goods and services within established limits including spending beyond the levels established for intensive and training services for the center.
- 3) Serving as employer of record for participants in paid work experiences funded by WIA.
- 4) Maintaining a list of vendors who will accept purchase orders or other authorizations for payment in established forms for the issuance of WIA registrant/registrant-related payments.
- 5) Budgeting WIA funds for the development of on-the-job training positions to be utilized by the providers of on-the-job training/individualized placement and follow-up/wage progression services consistent with statutory and regulatory requirements and SAWDC policies.
- 6) Budgeting WIA funds for training to be utilized by the providers of on-the-job training/individualized placement and follow-up/wage progression services consistent with statutory and regulatory requirements and SAWDC policies.
- 7) Budgeting WIA funds for supportive services to be utilized by the providers of on-the-job training/individualized placement and follow-up/wage progression services consistent with statutory and regulatory requirements and SAWDC policies.
- 8) Reviewing expenditure of reserved WIA on-the-job training, short-term pre- vocational training, and supportive services funds on at least a quarterly basis to determine if expenditures are according to plan, taking corrective action as necessary.
- 9) Reviewing information and documentation collected regarding client eligibility for the relevant WIA program and priority for service, as appropriate (including registration of veterans and non low-income clients), under the Adult and Dislocated Worker Program within established SAWDC parameters for completeness, accuracy, and internal consistency.
- 10) Validating the eligibility determination made for each WIA program and service as required by Federal, State, and local policy.
- 11) Assuring validated WIA information is entered into the local and state-designated management information system(s).
- 12) Conducting WIA data validation and reconciliation processes.
- 13) Generating standard and ad hoc WIA reports as needed by the SAWDC for the management of system processes and attainment of outcomes.
- 14) Maintaining individual WIA participant files for use by staff consistent with data sharing and confidentiality requirements.
- 15) Making WIA participant files available to monitors and auditors as needed.
- 16) Maintaining all partially completed WIA files, including a record of registration deficiencies, and files of individuals found ineligible for program services in conformance with EEO requirements.
- 17) Coordinating the documentation collection and report preparation identifying the number of individuals served and outcomes achieved by program staff.
- 18) Keeping all confidential information in a separate file that is in a secure location.

## **V. Performance and Reporting**

### **a. WorkSource Site Operations Report**

A monthly report is due on the 10<sup>th</sup> day of each month for the previous month. The intent of this report is to summarize activities of the Center, including new projects and partnerships, and Center activities. This report must include progress made towards meeting expectations set forth in this agreement, and should be shared with WorkSource partners, as appropriate.

It should be noted that additional reporting will also occur through regular meetings between the Consortium and SAWDC, at which the agencies will discuss new initiatives, projects, and expectations set forth in this agreement. These meetings may occur with one or more SAWDC staff, with the entire SAWDC board, or with the designated SAWDC subcommittee, such as the Services and Oversight Committee or Youth Council. Meeting notes and minutes will serve as a record of discussions, including progress made on goals and outcomes, and roles and responsibilities. The Consortium will have the opportunity to review and comment on meeting notes and minutes to assure discussions were accurately recorded.

**b. Next Generation Zone - Site Operations and WIA Youth Program**

Performance outcomes for the WIA Youth program for PY11 include the following common measures:

<u>Youth Federal Common Measures</u>	<u>Target</u>	<u>SWC Goal</u>
o Placement	60%	65%
o Certificate Attainment	70.5%	80%
o Literacy/Numeracy	35%	45%

A monthly report is due on the 10<sup>th</sup> day of each month for the previous month. The intent of this report is to summarize activities of the Next Generation Zone, including new projects, partnerships, and activities. This report must include progress made towards meeting expectations set forth in this agreement, and should be shared with Next Generation Zone partners, as appropriate.

**c. WIA Adult and Dislocated Worker Program**

Performance outcomes for the WIA Adult and Dislocated Worker programs for PY11 include the following common measures:

<u>Adult Federal Common Measures</u>	<u>Target</u>	<u>SWC Goal</u>
o Entered Employment	78.7%	85%
o Employment Retention	83.6%	85%
o Earnings	\$11,937	\$12,000

  

<u>Dislocated Worker Federal Common Measures</u>	<u>Target</u>	<u>SWC Goal</u>
o Entered Employment	80.2%	90%
o Employment Retention	87.5%	90%
o Earnings	\$16,764	\$16,800

A monthly report is due on the 10<sup>th</sup> day of each month for the previous month. The intent of this report is to summarize activities of the Adult and Dislocated Worker program, including new projects, partnerships, and activities. This report must include progress made towards meeting expectations set forth in this agreement.

**d. Business Services Team**

A monthly report is due on the 10<sup>th</sup> day of each month for the previous month. The intent of this report is to summarize activities of the Business Services Team, including new projects, partnerships, and activities. This report must include progress made towards meeting expectations set forth in this agreement.

**SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL  
GENERAL TERMS AND CONDITIONS**

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Approved as to form by AGO March 2010

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SAWDC Assurances

Equal Opportunity and Non-Discrimination

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Certificate of Authorized Signature

Certificate regarding Lobbying

Certificate regarding Debarment

Budget

**SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL  
GENERAL TERMS AND CONDITIONS**

**PART I - DEFINITIONS**

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

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

## **PART II - GENERAL CONDITIONS**

### **A. ACCESS TO RECORDS AND FACILITIES/AUDITS**

The Office of the State Auditor, federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by the Agency shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Agreement, or reflect all direct and indirect costs of any nature expended in the performance of this Agreement. In addition, these entities shall have the right subject to conformance with SAWDC's safety and security standards provided in advance to the Contractor, to access, examine, and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Contractor. The Contractor shall maintain its records and accounts in such a way as to facilitate the audit and examination, and assure that Subcontractors also maintain records that are auditable in accordance with Generally Accepted Accounting Standards. Access shall be at all reasonable times not limited to the required retention period, but as long as records are retained, and at no additional cost to the SAWDC. Contractor shall include these requirements in all approved contracts awarded to other entities.

### **B. ASSIGNABILITY**

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

### **C. ASSURANCES**

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

The SAWDC shall conduct the program in accordance with the existing or hereafter amended Workforce Investment Act (WIA)/ American Recovery and Reinvestment Act (ARRA), the U.S. Department of Labor's regulations relating to WIA/ARRA, and the Washington State WIA Policies.

As a condition to the award of financial assistance from the Department of Labor under Title 1 of WIA, the agreement applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The agreement applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the agreement applicant's operation of the WIA Title 1-financially assisted program or activity, and to all

agreements the agreement applicant makes to carry out the WIA Title 1-financially assisted program or activity. The agreement applicant understands that the United States has the right to seek judicial enforcement of this assurance.

**D. AUDITS**

1. At any time during normal business hours and as often as the SAWDC, the Office of the State Auditor, federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by the SAWDC deem necessary, the Contractor shall make its records available. These duly-authorized organizations shall 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 Agreement. The Contractor will maintain its records and accounts in such a way as to facilitate the audit and ensure that the contractor also maintains records that are auditable. The Contractor is responsible for any audit exceptions resulting from its own actions or those of its sub-contractors.
2. The Contractor and its sub-contractors shall adhere to applicable federal Office of Management and Budget Circulars, and other applicable federal and state regulations.

**E. BONDING**

The Contractor shall ensure that:

1. Every officer, director, or employee who is authorized to act on behalf of the Contractor or any Sub-contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be bonded or covered by appropriate insurance to provide protection against loss.
2. Fidelity bonding secured pursuant to this Agreement must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
3. If requested, the Contractor will provide a copy of the bonding instrument or insurance policy a certification of the same from the bond issuing agency.

**F. CHANGES AND MODIFICATIONS**

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

**G. CONFLICT OF INTEREST/CODE OF CONDUCT**

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

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

Contractor shall have a written Code of Conduct for procurement, award, and administration of contracts. The Code of Conduct regarding the conflict of interest shall contain penalties, sanctions

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

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

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

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

#### **H. COPYRIGHT**

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:

- a. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- b. Any rights of copyright to which a SAWDC, or a contractor purchases ownership with grant support.

#### **I. COST ALLOCATION AND INDIRECT COST**

A cost allocation plan or indirect cost rate proposal is required for all Workforce Investment Act (WIA)/American Recovery and Reinvestment Act (ARRA) grants and subgrants (contracts) issued by the SAWDC. Governmental agencies are required to follow the requirements of OMB Circular A-87 (2 CFR Part 225). Non-profit organizations are required to follow the requirements of OMB Circular A-122 (3 CFR Part 230). A complete plan or proposal will be submitted annually to the Department's Fiscal Office for approval. Plans or proposals will be submitted to the SAWDC within six months of the end of the organization's fiscal year end. The approval requirement does not apply to entities receiving funding directly from the Department of Labor or other federal agencies. These entities are to provide a copy of their federally-approved Cost Allocation Plan or Indirect Cost Proposal to the SAWDC for monitoring purposes.

#### **J. DEBARMENT AND SUSPENSION**

The SAWDC has provided, in the Workforce Investment Act/ American Recovery and Reinvestment Act Agreement, its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549, and "Debarment and Suspension", codified at 29 CFR part 98.

#### **K. DRUG-FREE WORKPLACE**

All WIA Title I/American Recovery and Reinvestment Act contract recipients and sub-recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 98.

**L. GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought hereunder shall be Spokane County.

**M. CONTRACTOR REGISTRATION**

If required, the Contractor agrees to complete registration with the Department of Revenue, Department of Labor and Industries and Employment Security Tax Administration by having filed a master business application prior to the execution of this Agreement and to pay any taxes, fees or deposits required by the state as a condition of providing services under this Agreement. Contractor will provide the SAWDC with its Washington Unified Business Identifier (UBI) number/or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. If requested by the SAWDC, the required information will be provided prior to the Contractor's commencing services under this Agreement.

**N. INDEMNIFICATION**

To the extent permitted by law, The Contractor will protect, save, and hold harmless the SAWDC, or any employees thereof, from and against all claims, suits, actions, costs, damages, or expenses arising from any negligent or deliberate act or omission of the Contractor. In the case of negligence of both the SAWDC and the Contractor, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

**O. INDEPENDENT CAPACITY OF SAWDC**

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

**P. INDUSTRIAL INSURANCE COVERAGE**

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

**Q. INSURANCE**

Commercial General Liability Insurance. The Contractor shall at all times during the term of this Agreement, carry and maintain commercial general liability insurance that covers bodily injury, property damage and contractual liability with the following minimum limit: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000.

Business Auto Policy. The Contractor shall maintain automobile liability insurance, with a minimum limit of \$1,000,000, when vehicles owned or leased by the Contractor or its employees, Sub-contractors or volunteers are used to provide services in performance of this Agreement.

Professional Liability Insurance. The Contractor shall carry and maintain professional liability insurance. Such coverage shall cover losses caused by error and omissions in rendering professional services and shall have the following minimum limits: \$300,000 per incident, loss or person. The Contractor shall ensure employees and any Sub-contractors are covered by professional liability insurance.

Additional Provisions:

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

**R. LIMITATION ON THE SUBMISSION OF UNCLAIMED COST**

Allowable costs submitted within the funding period will be honored by the SAWDC if grant funds are available.

**S. LOBBYING ACTIVITIES**

The Contractor has provided, in its certification that it is in compliance with the requirements of 29 CFR Part 93, restricting lobbying activities. The Contractor shall also make available upon request required disclosure information if the Contractor participates in lobbying activities during the Agreement period.

**T. NONDISCRIMINATION**

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity funded in whole or in part by this Agreement on the of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA)/ American Recovery and Reinvestment Act (ARRA), on the basis of the beneficiary's citizenship/ status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I/ARRA -financially assisted program or activity.

The Contractor shall comply with the nondiscrimination and equal opportunity laws described in Section 188 of WIA of 1998, including Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990. The Contractor must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIA Title 1/ARRA -financially assisted program or activity;

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

The Contractor also ensures that it will comply with 29 CFR, Part 37; including the Methods of Administration (MOA) developed by the Washington Employment Security Department and any WIA policies and procedures issued and any SAWDC policies and procedures.

The Contractor shall promptly notify the SAWDC and State EO Officer at the Employment Security Department of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA)/ American Recovery and Reinvestment Act (ARRA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I/ARRA -financially assisted program or activity. The SAWDC or State EO Officer will notify the Director, Civil Rights Center (CRC), Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.

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

The Contractor shall include the following Equal Opportunity tagline in recruitment brochures and other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe WIA Title I/ARRA financially assisted programs or activities.

In partnership with the Spokane Area Workforce Development Council, "Your Organization Name" is an equal opportunity employer and provider of employment and training services. Auxiliary aids and services are available upon request to persons with disabilities." TDD/TTY # *(insert number here)*.

#### **U. RECORDS RETENTION**

The Contractor shall:

1. Retain all financial, statistical, property and participant records, and supporting documentation for a period of three years following the date on which the expenditure report containing the final expenditures charged to a program year's allotment or a grant is submitted to the SAWDC or Employment and Training Administration (ETA).
2. Retain records for non-expendable property for a period of three years after final disposition of the property.
3. Retain those records mentioned, in 1. and 2. beyond the three year period if any litigation or audit is begun, or if a claim is instituted involving the Agreement, or agreement covered by the records. In these instances, the records will be retained three years after the litigation, audit, or claim has been finally resolved.
4. Records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint.

#### **V. RESOLUTION OF CONFLICTING PROVISIONS**

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

1. The existing or hereinafter amended Workforce Investment Act (WIA)/American Recovery and Reinvestment Act (ARRA), the Department of Labor's (DOL) regulations relating to WIA/ARRA, and the Washington State WIA/ARRA Policies, and any applicable Washington State Regulations.
2. The Agreement and its modifications.
3. The Local Operations Plan and its modifications for this Workforce Development Area as filed with the WorkSource Standards and Integration Division of the Department.

**W. SALARY AND BONUS LIMITATIONS**

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

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

**X. SAFEGUARDING OF CLIENT INFORMATION**

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

**Y. SEVERABILITY**

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**Z. INFORMATION TECHNOLOGY RESOURCES**

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

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

**AA. SINGLE AUDIT ACT REQUIREMENT**

As a contractor or sub-recipient of federal awards as defined by the Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The Contractor shall make records available for

review or audit by officials or representatives of the federal awarding agency, the Comptroller General of the United States, the General Accounting Office, the Employment Security Department, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the SAWDC and its Contractors and sub-contractors. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

The Contractor shall ensure that the Contractor or sub-recipients expending \$500,000 or more in Federal awards during the sub-recipient's fiscal year have met the audit requirements in Circular A-133 for that fiscal year. The Contractor or sub-recipient shall submit, to the SAWDC, the audit report and other appropriate documentation as required in OMB Circular A-133 and State WIA Audit Policy.

**BB. SMALL, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISES**

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

**CC. SUBCONTRACTOR COMPLIANCE**

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

**DD. TAXES**

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

**EE. USE OF NAME PROHIBITED**

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

**FF. WAIVER**

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

**GG. ENERGY POLICY AND CONSERVATION ACT**

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

**HH. CLEAN AIR ACT**

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

**II. DAVIS-BACON ACT**

The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by SAWDCs and Contractor or Sub-contractor when required by Federal grant program legislation.)

**JJ. COPELAND ANTI-KICKBACK ACT**

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair).

**KK. WAGE AND HOURS**

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

**PART III - FISCAL - (May be otherwise defined by the SAWDC as applicable)**

**A. FINANCIAL REPORTING**

Accurate, current, and complete disclosure of the financial results of WIA/ARRA-funded activities (and other projects) must be made in accordance with WIA/ARRA (or project) grant reporting requirements. This means that the allowable costs reported to the SAWDC must be traceable to accounting records. In addition, all allowable costs and activities must be reported, and the reports must be submitted in the format specified by the SAWDC (The Monthly Report of Accrued Expenditures). The SAWDC requires that fiscal information be reported monthly on or before the 20<sup>th</sup> day of the month following the expenditure. Expenditures are on a cost reimbursement basis which typically leads to a cash basis reporting because the funds must be recorded and or spent prior to requesting any funds. Accruals must be reported at the end of each quarter.

**B. ACCOUNTING RECORDS**

The Contractor shall keep records that adequately identify WIA/ARRA grant funds (or other projects). The records must contain information pertaining to Agreement awards and authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures, and income. The records must be maintained in accordance with Generally Accepted Accounting Principles (GAAP). The Contractor may use either the cash or the accrual method of accounting; however, expenditures must be reported to the SAWDC to include the accruals at a minimum, at the end of each quarter. If the records are maintained on a cash basis, the contractor must maintain backup documentation supporting the accruals that have or may be recorded in a subsequent period, typically accrual spreadsheets, so that the reported costs are traceable during monitoring or auditing to the official accounting records or books of account.

**C. INTERNAL CONTROL**

Effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Internal controls are designed to provide safeguards for Federal funds. Internal controls for property must adequately safeguard all such property and must assure that it is used solely for authorized WIA/ARRA (or other project) grant activities, including shared One-Stop activities.

**D. BUDGET CONTROL**

Actual expenditures or outlays must be compared with budgeted amounts. This planned vs. actual analysis can be used to preclude overspending and/or to modify the agreement.

**E. ALLOWABLE COSTS**

Applicable OMB cost principles, WIA/ARRA (or other project) grant regulations, and the terms of the Agreement must be followed in determining the reasonableness allowability, and allocability of costs. Only allowable costs may be charged to the Agreement, and no grant-

funded program may pay for more than its fair share of the costs (allocability). This means that the contractor must determine what costs incurred are allowable, following the guidelines specified above.

**F. SOURCE DOCUMENTATION**

Accounting records must be supported by source documentation such as canceled checks, invoices, purchase orders, paid bills, payrolls, time and attendance records, contractor award documents, tax records, etc. Source documentation is the proof that costs reported to the SAWDC are, in fact, allowable and allocable to the grant. This source documentation must be available for review by the SAWDC representatives and auditors and directly relate to the costs claimed on financial reports.

**G. CASH MANAGEMENT**

Procedures for minimizing the time elapsing between the transfer of funds from the SAWDC and disbursement by the contractor must be followed whenever advance payment procedures are used. The contractor must forecast cash needs to ensure that cash is received as close as possible to the time of actual disbursement. The contractor shall deposit advanced funds in a bank with Federal Deposit Insurance Corporation insurance coverage and, when possible, an interest bearing account (or as defined in other project grants).

**H. PAYMENT DENIAL**

The SAWDC has the right to deny all or a portion of any payment request based upon any of the following:

- Failure to comply with any Agreement provision, all of which are deemed to be material;
- Failure to comply with any SAWDC policy or Agreement terms and conditions;
- Allegations of fraud or abuse as defined in federal/state regulations;
- Recoupment of costs disallowed under this or a previous SAWDC Agreement;
- Recoupment of amounts otherwise owed to the SAWDC; or
- Failure to receive federal funds, upon which funding for this Agreement is based.

**I. PAYMENT REQUESTS**

The SAWDC agrees to periodically disburse to the contractor amounts in accordance with requests submitted by the Contractor, which are in conformance with this Agreement and Budget. Disbursements to the Contractor are contingent upon acceptable contractor performance, SAWDC approval, and upon receipt of funds from the State of Washington and/or United States Department of Labor (or other project source). All payments to the Contractor shall be for reimbursement of costs incurred by the contractor and shall not exceed the total amount set forth in the Budget. All payment requests shall be submitted in a timely manner and in accordance with SAWDC requirements and procedures governing reimbursements. The SAWDC has the right to require submission of supporting documentation, including invoices and proof of payment prior to processing the Contractors reimbursement request.

**J. CONTRACT CLOSEOUT**

Upon expiration or termination of this Agreement, the Contractor shall provide the SAWDC with a complete closeout package (provided) with the time period specified by the SAWDC. A closeout accomplishes the financial end of the Agreement services and must comply with SAWDC requirements and follow the prescribed formats.

SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL  
ASSURANCES FOR WIA

1. The contractor assures that it will comply with all State of Washington Administrative Codes, State Policies and SAWDC Policy Directives implementing the Workforce Investment Act as amended and the American Recovery and Reinvestment Act. State Administrative Code and Provisions represent the exercise of state level policy option and supplement the Act and the implementing regulations. SAWDC Policy Directives represent exercise of local level policy determination and interpretation.

The SAWDC will provide resource links to each contractor with the following statutory, regulatory, and policy directives governing the administration and operation of WIA Program:

- 1.1 The Workforce Investment Act of 1998, as amended.  
<http://www.doleta.gov/usworkforce/wia/act.cfm>
- 1.2 The Workforce Investment Act Final Regulations, August 11, 2000, as amended.  
<http://www.doleta.gov/usworkforce/wia/act.cfm>
- 1.3 Implementation of the Nondiscrimination and Equal Opportunity Requirements of the Workforce Investment Act of 1998: Final Rule 29 CFR Part 37.  
<http://www.doleta.gov/regions/reg05/documents/alerts/ia063-08.cfm>
- 1.4 Washington State WIA Title I-B/ARRA Policies, as referenced and applicable.  
<http://www.wa.gov/esd/policies/title1b.htm>
- 1.5 Washington State WorkSource System Policies, as referenced and applicable.  
<http://www.wa.gov/esd/policies/title1b.htm>
- 1.6 Spokane Area Workforce Development Council Policy Directives.  
<http://www.wdcspokane.com/WorkforceProfessionals.html>
- 1.7 Washington State and U.S. Department of Labor – multiple links provided on the Spokane Area Workforce Development Council website.  
<http://www.wdcspokane.com//WASateLinks.html>
- 1.8 U.S. Department of Labor – multiple links provided on the Spokane Area Workforce Development Council website. <http://www.wdcspokane.com/USDOL.html>
- 1.9 U.S. Department of Labor – The American Recovery and Reinvestment Act of 2009  
<http://www.doleta.gov/recovery/#content>

The above are herein incorporated by reference and updated by the SAWDC as necessary.

2. The contractor assures that it will abide by the decisions and recommendations made by the Spokane Area Workforce Development Council.
3. The contractor further certifies that it understands that funding is contingent upon the availability of federal and state funds and disbursement of these funds by the State of Washington. Other resources and funding information will be provided by the SAWDC.
4. Grant Agreements between the SAWDC and the State of Washington are on file at the SAWDC office.



STATE OF WASHINGTON

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

EQUAL OPPORTUNITY IS THE LAW, 29 CFR Part 37.30

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

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

Against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity.

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

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

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

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

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

## EQUAL OPPORTUNITY AND NONDISCRIMINATION POLICY

### POLICY

The Spokane Area Workforce Development Council is committed to ensuring Equal Opportunity (EO) in programs and activities funded under the Workforce Investment Act (WIA) of 1998. This includes compliance with all equal opportunity requirements and implementation of policies in the administration and operation of programs and activities, including employment in the administration, operation of programs, and participation in programs and activities.

#### Materials and Communication

All materials and information pertaining to this program funded through the Spokane Area Workforce Development Council and distributed to students and the general public for the purposes of outreach, marketing, and public awareness must contain reference to the SAWDC and include the appropriate media tagline – See General Terms and Conditions item- “Non-Discrimination”.

#### **A. Equal Opportunity**

The following information will be posted in all facilities:

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

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

Against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary’s citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

- Deciding who will be admitted, or have access, to any WIA Title I-financially assisted program or activity;
- Providing opportunities in, or treating any person with regard to, such a program or activity; or
- Making employment decisions in the administration of, or in connection with, such a program activity.

To demonstrate compliance, every reasonable action will be taken to assure that members of protected groups are given maximum opportunity as:

- Applicants and participants of employment and training services provided by the Act.
- Members of councils and boards formed in conjunction with the Act.
- Applicants for employment and employees in the administration and operation of programs and activities funded by the Act.
- Recipients of procurement contracts for purchase of goods and services.

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

*Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to*

*work in the United States or participation in any WIA Title I-financially assisted program or activity;*

*Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;*

*Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;*

*The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and*

*Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.*

*The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. The assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program and activity, and to all agreements the grant application makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance."*

**B. Implementing Equal Opportunity and Nondiscrimination:**

An EO program will be maintained which includes the component required by state and local EEO Policy.

**C. Compliance Monitoring**

Programs, services and activities will be monitored by the EO Officer to assure non-discrimination with respect to staffing, contracting, and program participation.

**D. Corrective Action**

Prompt corrective actions or sanctions will be applied when violations are found. Corrective actions will be designed to completely address each violation with timeframes that set the minimum time necessary to completely redress the violation. Follow-up monitoring will occur to assure that commitments to take corrective and remedial actions are fulfilled.

**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS**

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

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

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

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

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION  
LOWER TIER COVERED TRANSACTIONS – Contractors/Organizations**

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

1. The undersigned Contractor/Organization 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).