



**SUBRECIPIENT  
WIOA ADULT & DISLOCATED WORKER – PY22  
COST REIMBURSEMENT CONTRACT FOR WIOA TITLE 1**

The parties to this contract are the **Workforce Southwest Washington**, hereinafter referred to as “WSW,” and **Subrecipient**, hereinafter referred to as the “Subrecipient.”

**Contract Purpose:**

<b>Contract Period:</b> Oct 1, 2022 and shall end September 30, 2023.	Payments under this contract will not exceed the following \$
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**Funding Source Information**  
Awarding Agency: U.S. Department of Labor/ Employment and Training Administration  
Federal Award Identification #  
Federal Award Amount \$0000000  
Employment Security Department Grant #  
Funding Sources: Workforce Innovation and Opportunity Act 2014  
CFDA Numbers CFDA #17.258 & 17.278  
Project: WIOA Adult & Dislocated Worker  
Research and development project: No  
Total WIOA funds for this contract:

**Regulations and Cost Principles:** In performing its responsibilities under this Contract, the Subrecipient here certifies and assures that it will fully comply with the following regulations and cost principles, including any subsequent amendments.

**Uniform Administrative Requirements & Cost Principles:**  
2 CFR 200, et al [Office of Management and Budget](#)

**Other Requirements (As Applicable):**  
[Federal Funding Accountability & Transparency Act](#)  
29 CFR Part 38, [Nondiscrimination and Equal Opportunity Requirements](#)  
2 CFR Part 180, [Debarment and Suspension](#);  
29 CFR Part 94, [Drug Free Workplace](#)  
[Workforce Innovation and Opportunity Act of 2014](#)  
20 CFR Parts 601, 651, 652, 680, 681 et al. [Workforce Innovation and Opportunity Act: Final Rules](#)  
[Wagner-Peyser Act](#)  
[Federal Award Terms](#)

**Attachments:** This contract consists of this signature page and the following Exhibits, which constitute the entire understanding of the parties.

- Exhibit A: Terms and Conditions**
- Exhibit B: Statement of Work**
- Exhibit C: Budget Directives & Budget**
- Exhibit D: Productivity Plan**
- Exhibit E: Debarment Certification (Requires Signature)**
- Exhibit F: Lobbying Certification (Requires Signature)**
- Exhibit G: Equal Opportunity Notice**

Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

The undersigned execute this contract on behalf of the Subrecipient and WSW and, by doing so, legally obligate and bind the Subrecipient and WSW to the terms and the conditions of this contract.

**FOR THE SUBRECIPIENT**

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**FOR WORKFORCE SOUTHWEST WASHINGTON**

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Typed Name: Miriam Halliday Title: Chief Executive Officer

SAMPLE

**Exhibit A**  
**Terms and Conditions**

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**ACCEPTANCE**

Payments are conditioned upon satisfactory performance and acceptance by WSW. WSW reserves the right to withhold payment of any deliverable contingent upon acceptance of the deliverable by WSW. If defects preventing acceptance of a deliverable are present, WSW shall notify the Subrecipient in writing of the nature of the defects and the method to remedy those defects. The Subrecipient will take timely action to remedy defects to permit acceptance of the deliverable. Notwithstanding the other provisions of this contract, WSW shall not unreasonably withhold acceptance of a deliverable or reimbursement of the Subrecipient. The Subrecipient will operate in accordance with **Exhibit B**, Statement of Work, will expend contract funds in accordance with **Exhibit C**, Budget Directives and Budget, and will adhere to **Exhibit D**, Productivity Plan.

**ACCESS TO RECORDS AND FACILITIES**

The Comptroller General of the United States, the Office of the State Auditor, federal grantor agency, and any persons duly authorized by WSW 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 contract, or reflect all direct and indirect costs of any nature expended in the performance of this contract. In addition, these entities shall have the right 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 Subrecipient. The Subrecipient shall maintain its records and accounts in such a way as to facilitate the audit and examination, and assure that Sub-contractors also maintain records that are auditable in accordance with [Generally Accepted Accounting Principles](#). 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 WSW.

The Subrecipient shall include these access requirements in all subcontracts.

**ADDRESSES AND NOTICES**

All contract-related notices and payments shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage pre-paid, and addressed to the entities or persons listed below:

**If to WSW:**

Workforce Southwest Washington  
805 Broadway, Suite 412, Vancouver, WA 98660  
Attn: WSW Program Director  
(360) 567  
[@workforcesw.org](mailto:workforcesw.org)

**If to Subrecipient:  
(Clark County)**

Subrecipient Name  
Address  
City, State, Zip  
Attn: Contract Person  
Phone number  
[email](#) address

Federal Tax ID: xx-xxxxxx  
Subrecipient UBI: xxx xxx xxx  
DUNS Number: xx-xxx-xxxx  
Approved Indirect Rate: ?%

The above listed persons and addresses may be modified by written notice to the parties. Notices shall be deemed given when one of the following occurs: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

### **ASSURANCES**

WSW and the Subrecipient agree that all activity pursuant to this Contract will be in accordance with all applicable current or future Federal, State and local laws, rules and regulations.

The Subrecipient shall conduct the program in accordance with the existing or hereafter amended [Workforce Innovation and Opportunity Act \(WIOA\)](#); the U.S. Department of Labor's regulations relating to WIOA including TEGLS, TENs and [ETA Final Rule](#); the [Washington State WIOA Policies](#); and local [WSW policies, directives, and procedures](#), each of which are hereby incorporated by reference, as amended.

### **ATTORNEYS FEES**

In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained to interpret or enforce any provision of this contract or with respect to any dispute relating to this contract, the prevailing party shall be entitled to recover from the losing party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

### **BONDING**

The Subrecipient shall ensure that:

1. Every officer, director, or employee who is authorized to act on behalf of the Subrecipient 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 to provide protection against loss.
2. Fidelity bonding secured pursuant to this Contract must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
3. If requested, the Subrecipient will provide a copy of the bonding insurance certificate from the bond issuing agency.

### **BRANDING**

The term "American Job Center" is a national brand for all federally funded workforce system sites across the country. In the State of Washington, they additionally are known as "WorkSource" sites. In Clark, Cowlitz and Wahkiakum counties, all American Job Centers will follow the brand standards authorized by WSW and will use the WorkSource logo and names WorkSource Vancouver or WorkSource Cowlitz/Wahkiakum, as well as the "*A proud partner of the American Job Center network*" tagline as a common identifier. Subrecipient must ensure approved logo and standards are followed for all WorkSource sites and locations they serve.

### **BUY-AMERICAN REQUIREMENTS**

Subrecipient agrees to comply with [Section 502 of the Workforce Innovation and Opportunity Act](#), Buy-American Requirements, to the extent permitted under state procurement rules. To the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Innovation and Opportunity Act should be American made. 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.

### **CONFERENCES AND MEETINGS**

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 to the federal grant are appropriate and allowable and must 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.

#### **a. 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)).

#### **b. Hotel-Motel Fire Safety Act**

Pursuant to 15 U.S.C 2225(a), Subrecipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with funds from this Contract complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended)

### **CONFLICT OF INTEREST**

Every reasonable course of action will be taken by the Subrecipient in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable, or improper conduct. This contract will be administered in an impartial manner, free from improper personal, financial, or political gain. The Subrecipient, its executive staff and employees, in administering this contract, will avoid situations that give rise to a suggestion that any decision was influenced by improper prejudice, bias or special interests, or personal gain. A conflict of interest arises when any of the following have a financial interest or other interest in the firm or organization selected for award:

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

No member of WSW and any other officer, employee, or agent of WSW, who exercises any functions or responsibilities in connection with the carrying out of contract activities, shall have any personal interest in this contract or the Subrecipient's business.

Gratuities in the form of entertainment, gifts, or other inducements offered by the Subrecipient, or an agent or representative of the Subrecipient, to any officer or employee of WSW, with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending or the making of any determination will render this contract voidable at the option of WSW. Subrecipient shall comply with the [Ethics in Public Service Act of Chapter RCW 42.52](#) and all Washington State Procurement Ethic rules.

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

A Subrecipient 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 to participants does not violate WIOA.

Subrecipient will follow the [WSW Conflict of Interest Policy](#).

### **CONTRACT CHANGES**

WSW may initiate contract changes when such changes are necessitated by actions of the State, the U.S. Department of Labor (DOL), or Employment and Training Administration, as empowered by the Act or Federal Regulations promulgated thereunder. Such changes, including any increase or decrease in the amount of reimbursement, may result in a written contract modification.

Either party may request a contract renegotiation when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the contract period. Modifications to this contract or its attachments shall be valid only when written and signed by authorized representatives of the parties.

### **CONTRACTOR REGISTRATION**

If required, the Subrecipient agrees to complete registration with the Department of Revenue, Department of Labor and Industries, and Office of the Secretary and/or Employment Security Department's Tax Administration by having filed a master business application prior to the execution of this contract and to pay any taxes, fees or deposits required by the State as a condition of providing services under this contract. Subrecipient will provide WSW with its Washington Unified Business Identifier (UBI) number and/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 Department of Labor, the required information will be provided prior to the Subrecipient's commencing services under this contract.

### **CONTRACT TERMINATION**

#### **a. Termination for Cause**

WSW has the right to immediately terminate this contract, in whole or in part, without limiting remedies, should the Subrecipient materially breach any of the contract's terms, including but not limited to, non-performance of activities, deliverables, and requirements contained in attached Exhibits. Non-performance is defined as any failure to perform obligations under the contract and includes delayed performance, defective performance, and failure to co-operate in order to fulfill the contract requirements. The Subrecipient shall be provided five (5) working days to remedy any such problem prior to termination.

#### **b. Termination for Convenience**

The contract may be terminated at any time by either party for convenience by giving sixty (60) calendar days' advance written notice to the other party.

#### **c. Termination for Funding**

WSW may terminate this Contract, in whole or in part, at any time by written notice from WSW to Subrecipient, if WSW funds are suspended, reduced, or terminated, or if Federal or State grant terms and regulations change significantly. Payment for the work performed before the effective date of such termination will be based upon the actual work performed by Subrecipient to the date of termination.

#### **d. Payment after Termination**

In the event of early contract termination initiated by either party for whatever reason, the Subrecipient shall only be entitled to receive reimbursement for costs incurred prior to the contract termination date. It is understood that reasonably satisfactory performance is a prerequisite to receiving payment.

#### **e. Remedies Retained**

Nothing in this contract shall be construed to limit either party's legal remedies, including but not limited to, the right to sue for damages or specific performance, should either party materially violate any of the terms of this contract.

#### **DEBARMENT AND SUSPENSION**

The Subrecipient has provided, as an attachment to this Contract, 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 "Debarment and Suspension," codified at [2 CFR Part 180](#).

#### **DRUG FREE WORKPLACE CERTIFICATION**

The Subrecipient certifies that it complies with the requirements for a drug-free workplace, codified at [29 CFR Part 94](#) and [48 CFR Part 23.504](#).

#### **EMPLOYMENT TERMS, BENEFITS AND WORKING CONDITIONS**

All participants employed in subsidized jobs 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, except that no funds available under this contract may be used for contributions on behalf of any trainees to retirement systems or plans.

#### **ENERGY POLICY AND CONSERVATION ACT**

Subrecipient 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 \(Pub. L. 94-163, 89 Stat. 871\)](#).

#### **ENVIRONMENTAL COMPLIANCE**

If Subrecipient is receiving over \$100,000 in federal grants, the Subrecipient 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 \(40 CFR part 30\)](#) (contracts and sub-contracts of amounts in excess of \$100,000).

#### **EQUIPMENT AND SUPPLIES**

Subrecipient must receive prior approval from WSW 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. WSW must receive approval from Employment Security Department prior to purchasing item. 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 the budget detail or statement of work unless specifically approved.

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 audit of equipment annually
- A control system developed to adequately safeguard property
- Proper maintenance of the equipment
- Disposal of equipment in accordance with federal and state law and
- Following the [State Policy #5407](#) and [WSW Policy #2001](#)

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 or WSW 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.

Purchases made pursuant to this Contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires purchases of items over \$10,000 to contain the highest percentage of recovered materials while maintain satisfactory level of completion. Guidelines for recovered materials are found in [40 CFR part 247](#).

### **FEDERAL AWARD TERMS**

All rights and obligations of the parties to this Agreement shall be subject to and governed by the [Federal Award Terms Workforce Innovation and Opportunity Act \(WIOA\) Programs Adult/Dislocated Worker/Youth](#), incorporated herein by reference.

### **FEDERAL E-VERIFY SYSTEM**

Subrecipient is responsible for following Executive Order 13465 "Economy and Efficiency in Government Procurement through Compliance with Certain Immigration and Nationality Act Provisions and the Use of an Electronic Employment Eligibility Verification System."

### **GRIEVANCE AND COMPLAINT PROCEDURES**

Subrecipient agrees to either establish a grievance/complaint procedure, which complies with Washington State Policy, or adopt the [WSW grievance/complaint process](#). A copy of the grievance/complaint procedure must be forwarded to WSW. In addition to the notification requirements in Washington State Policy, the Subrecipient will notify WSW of any grievances or complaints filed against the Subrecipient or sub-contractors regarding WIOA. Subrecipient must ensure that all sub-contractors, including On-the-Job Training employers, have employee grievance procedures. The Subrecipient elects to allow its sub-contractors to adopt the Subrecipient's grievance and complaint procedure or WSW's process.

### **HEADINGS**

The headings in this Contract are for convenience only and will not be used to interpret or construe its provisions.

### **INDEMNIFICATION**

Each party to this contract shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this contract shall be responsible for the acts and/or omissions of entities or individuals not a party to this contract. In the case of negligence of both Subrecipient and WSW, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party.

The Subrecipient will repay any and all disallowed contract costs from non-federal funds.

### **INDEPENDENT CAPACITY OF CONTRACTOR**

The parties declare that the Subrecipient and any agents and employees of the Subrecipient, in the performance of this contract, are acting independently and not in any manner as officers, employees, or agents of the Department of Labor, Employment Security Department, State of Washington, or WSW.

### **INFORMATION TECHNOLOGY RESOURCES**

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

All WorkSource partners, customers, and WIOA service providers must follow [Employment Security Department Policy #1021](#), hereby incorporated by reference, when using Employment Security Department provided State-owned information technology resources.

### **INSURANCE COVERAGE**



**1. Commercial General Liability Insurance**

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

**2. Business Auto Policy**

The Subrecipient shall maintain automobile liability insurance, with a minimum limit of \$1,000,000, when vehicles owned or leased by the Subrecipient are used to provide services in performance of this contract. Subrecipient will ensure employees, subcontractors and volunteers are covered or purchase and maintain automobile liability insurance that meets the requirements of the WSW.

**3. Professional Liability Insurance**

The Subrecipient 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 Subrecipient shall ensure employees and any subcontractors are covered or purchase their own professional liability insurance and that it meets the requirements of the WSW.

**4. Industrial Insurance**

The Subrecipient shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, WSW/Employment Security may collect from the Subrecipient the full amount payable to the Industrial Insurance accident fund.

WSW/ESD may:

- a. Deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by Agency under this Contract; and
- b. Transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's right to collect from the Subrecipient.

**5. Additional Provisions:**

- a. **Material Changes:** WSW shall be given advance notice of any material change to insurance policies coverage for services provided under this contract.
- b. **Identification:** The policy shall reference this contract.
- c. **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.
- d. **Excess Coverage:** The limits of all insurance required to be provided by the Subrecipient shall be no less than the minimum amounts specified.
- e. **Self-Insured:** If self-insured, the Subrecipient warrants that it will maintain coverage sufficient to cover any liability specified in contract that may arise from the performance of this contract, and that the Subrecipient Risk Officer or appropriate individual will provide WSW evidence of such insurance.

If requested, the Subrecipient will provide WSW 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 contract and for the term of the contract.

### **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:

1. The copyright in all products developed under the contract, including a subcontract and
2. Any rights of copyright to which the Subrecipient or sub-contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products and any related materials).

Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the contract and must be expended for allowable activities.

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

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

Unless otherwise provided, and subject to the other requirements listed in this Contract, WSW shall retain ownership of all material it creates using funds from this Contract.

Subrecipient shall license to the public all materials created or modified using funds from this Contract under the Creative Commons Attribution License. For materials created using funds from this Contract, or that were developed using WIOA funding, Subrecipient hereby grants to WSW and Employment Security Department 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 WSW and/or Employment Security Department.

### **JURISDICTION**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder concerning disputes regarding this contract shall be in Clark County.

### **LEGAL COMPLIANCE**

It is the responsibility of the Subrecipient to comply with the following:

**a. Limitations on Union or Anti-Union, Sectarian, Religious, Political or Lobbying Activities**

No funds under this contract shall be used in any way to assist, promote or deter union activities. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement. No trainee may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.

These funds may not be spent on the employment or training of participants in sectarian activities which include religious activities, political activities, and/or lobbying.

The Subrecipient agrees that the participants shall not be employed on the construction, operation or maintenance of any facility or portion of any facility, which is used or may be used for sectarian instruction or as a place of religious worship.

**b. Applicable Laws, Regulations, and Policies**

All other applicable Federal, State and local laws, regulations, executive orders (including [12928](#), [13043](#), [13166](#), [13513](#)), ordinances and policies and appropriate [U.S. Office of Management and Budget Circular](#) required by the Awarding Agency and the Pass-Through Entity (if applicable), and/or other applicable grants as related to activities under this Contract. This includes all applicable policies of WSW.

**c. Fraud Notification Requirements**

Subrecipient must immediately report to WSW in all suspected incidents of fraud, abuse, or other criminal activity. Notification must be made same business day as the complaint was given or the incident discovered. Subrecipient will follow the [WSW policy](#) on reporting and resolution.

**LIMITATIONS ON CONSTRUCTION AND REPAIR**

**a. Copeland Anti-Kickback Act**

Subrecipient 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 sub-contracts for construction or repair).

**b. Davis-Bacon Act**

Subrecipient shall comply with applicable provisions of 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 \$2,000 awarded by contracts and sub-contracts when required by Federal grant program legislation). This provision shall not apply to WIOA trainees.

**c. Flood Insurance**

No funds obtained through this Contract may be used to acquire, modernize, or construct property in identified flood-prone communities, unless the community participates in the National Flood Insurance program and flood insurance is purchased within one year of the identification. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

**d. Funding for Construction**

Unless specified otherwise in this Contract, Subrecipient shall not spend any funds from this Contract on construction or purchasing of facilities or buildings, or other capital expenditures for improvement to land or buildings.

Any new facilities designed or constructed with funds from this Contract must comply with: The Architectural Barriers Act of 1968, 42 U.S.C. 4151, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (See CFR 36 CFR 1191).

**e. Religious Construction**

Subrecipient shall not use any funds made available through this Contract for the construction, operation, or maintenance of any part of any facility used for sectarian instruction or used as a place for religious worship. However, maintenance of facilities that are not primarily used for instruction or worship and are operated by organization providing services to WIOA participants may be allowed.

**LOBBYING**

The Subrecipient has provided, as an attachment to this contract, its certification that it is in compliance with the requirements of [29 CFR Part 93](#), restricting lobbying activities and [RCW 42.17A](#). The Subrecipient shall also make available upon request required disclosure information if the Subrecipient participates in lobbying activities during the contract period.

Subrecipient shall provide, in Exhibit F to this Contract, its certification that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

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.

**MILITARY SELECTIVE SERVICE**

Subrecipient shall ensure that any individual participating or receiving any benefit from funds made available through this contract has complied with the Military Selective Service Act.

**MOTOR VEHICLE SAFETY**

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.

**NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS**

The nondiscrimination assurances at [29 CFR Part 38.25](#) apply to this contract. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- [Section 188 of the Workforce Innovation and Opportunity Act of 2014 \(WIOA\)](#), 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, or 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.
- [Title VI of the Civil Rights Act of 1964](#), as amended, which prohibits discrimination on the bases of race, color and national origin.
- [Section 504 of the Rehabilitation Act of 1973](#), as amended, which prohibits discrimination against qualified individuals with disabilities.

- [The Age Discrimination Act of 1975](#), as amended, which prohibits discrimination on the basis of age and
  - [Title IX of the Education Amendments of 1972](#), as amended, which prohibits discrimination on the basis of sex in educational programs.
1. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity funded in whole or in part by this contract on the basis of race, color, religion, sex (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 against beneficiaries on the basis of either citizenship status or participation of programs financially assisted under Title I of the [Workforce Innovation and Opportunity Act of 2014](#) (WIOA). Additionally, Subrecipient must take reasonable steps to ensure that individuals with limited English proficiency have meaningful access to programs. Subrecipient must follow [The Americans with Disabilities Act of 1990 and the ADA Amendments Act of 2008](#).
  2. The Subrecipient shall promptly notify the Local Equal Opportunity (EO) Officer at WSW of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of prohibited factors listed above. The Local EO Officer will notify the State EO Officer who will then notify the Director, Civil Rights Center (CRC), and Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.
  3. The Subrecipient shall post the (included as Exhibit G to this contract) “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.
  4. The 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:

**[Program or Activity] is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay 711.**

In the event that one of the parties hereto refuses to comply with the above provision, the Contract Termination clause may be utilized.

5. Faith-Based Providers. In accordance with the USDOL directive published on July 12, 2004 in the [Federal Register at Vol. 69, No. 132, p. 41882](#), no discrimination is permitted for or against an employer because of the provider’s religious character or affiliation or lack of religious character or affiliation. Faith-based providers are eligible on the same basis as other organizations. Faith-based providers may offer religious activities. However, inherently religious activities must be voluntary, privately funded, and separate in time and location from the program funded with direct federal dollars.

## NON-EMPLOYEE STATUS OF TRAINEES

Trainees in programs under this contract are not considered to be Federal, State or WSW employees and are not subject to provisions of law pertaining to employment by these entities.

### **PATENT RIGHTS**

WSW retains the entire right, title, and interest to each invention developed during the performance of contract services. WSW shall receive prompt, written notice of each notice or claim of patent infringement received by the Subrecipient with respect to patents developed during its performance of contract services.

### **PERFORMANCE STANDARDS**

Subrecipient shall comply with the applicable requirements of WIOA section 116. This includes, but is not limited to the tracking, recording, and reporting on their performance accountability measures. Subrecipient must also enter all necessary data for federal reporting and performance accountability measures into WorkSource WA Case Management Systems or their successors.

### **PERSONALLY IDENTIFIABLE INFORMATION**

Subrecipients 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. Recipients must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), (located at [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872)).

### **PERSONNEL**

The Subrecipient shall immediately assign and maintain a staff of competent personnel, who are equipped and qualified to perform the services required by this contract.

Subrecipient agrees that this contract will not in any way violate or contravene established collective bargaining agreements that have jurisdiction within the geographic area(s) served by this contract.

### **PROTECTION OF WHISTLEBLOWERS**

Prohibition on Reprisals: An employee of any non-Federal employer receiving funds under this contract may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency or their representative, information that the employee believes is evidence of:

- Gross mismanagement of an agency contract or grant relating to covered funds
- Gross waste of covered funds
- Substantial and specific danger to the public health or safety related to the implementation or use of covered funds
- Abuse of authority related to the implementation of use of covered funds or
- Violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

The Subrecipient shall include the substance of this clause including this paragraph in all subcontracts.

### **PUBLIC RELATIONS**

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, including but not limited to flyers, brochures, website posting, social media or any other document or outreach that describes the federally funded program, Subrecipient shall clearly state: (1) the percentage of the total cost 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 other sources. For example:

*“This program is financed by a \$100,000 Workforce Innovation and Opportunity Act grant from the U.S. Department of Labor (55.6% of total program cost) and \$80,000 from a Community Foundation grant (44.4% of total program cost) provided through Workforce Southwest Washington.”*

Whenever written or verbal information related to the services provided through this contract is distributed to the media or to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the Subrecipient shall acknowledge and name WSW as the sponsoring agency for the services provided through this contract.

Subrecipient will coordinate all public relations regarding the contracted activities, including communications with the media, with WSW Director of Communications. Press releases shall be reviewed and approved by WSW Director of Communications prior to distribution to the media. During any media interaction, WSW Director of Communications’ contact information should be provided to any reporters.

Subrecipient must receive approval from WSW’s Communications Manager prior to creating any social media accounts on behalf of programs funded through WSW. Subrecipient will follow the WSW Policy and complete required forms. The highest level of access shall be given to WSW’s Communications Manager for any social media accounts opened by Subrecipient on behalf of programs funded through WSW. All social media sites become the property of WSW and all passwords will be transferred to WSW if program or contract ends. Any URLs purchased by Subrecipient for WSW-funded programs shall become the property of WSW upon contract or program end.

Subrecipient shall ensure that participants in photos have given permission for their photo to be used in public relations materials by retaining signed release forms.

Subrecipient will ensure that instructors, employers, and other partners are aware of the public relations clause in this contract and of the funding resources and partners so that this can be appropriately conveyed in communications about the program.

## **RECORDS STANDARDS**

The Subrecipient shall maintain and safeguard hardcopy and electronic project records and documents and evidence of accounting procedures and practices. Records must be sufficient to justify all payments claimed and paid under this contract.

Subrecipient shall not publish, transfer, sell, or otherwise disclose any confidential information gained through this Contract unless:

- a. Related to the purpose of this Contract
- b. Required by law or
- c. Authorized by prior written approval of the person who is the subject of the confidential information.

Subrecipient shall maintain proper security measures to protect all confidential information.

These records shall be preserved and made available to WSW, State and Federal representatives as follows:

- a. Retain all financial, statistical, property and participant records, and supporting documentation for a period of three years following the date of submittal of the contract closeout package to WSW.
- b. Retain records for non-expendable property for a period of three years after final disposition of the property.

- c. Retain all program and data validation records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment for a period of not less than three years from the point that the record is no longer included in reportable outcomes (as opposed to the close of the applicant's program year).
- d. Retain all records beyond the three-year period if any litigation or audit is begun, or if a claim is instituted involving the contract covered by the records. In these instances, the records will be retained three years after the litigation, audit, or claim has been finally resolved.
- e. 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.
- f. Records must be stored in a manner which will reasonably preclude their loss or damage.
- g. All records created as a result of operations under this contract will be maintained separately from other agency records.
- h. Subrecipient will be responsible for costs of storage. Storage files will be adequately marked to facilitate identification and research of all records in storage.
- i. Comply with all other requirements of [WSW Records Retention Policy](#).

#### **REPORTING AND TECHNOLOGY**

Email, Internet and WorkSourceWA are the primary technologies used to communicate with the Subrecipient. The Subrecipient must have the equipment necessary to utilize these technologies.

WSW will regularly evaluate the Subrecipient's performance by comparing activities, budget summaries and performance attainment with actual reconciled activity from the WorkSourceWA Management Information System (in cases involving participant enrollment in WIOA) and/or a designated MIS and reports and Invoice/Payment Requests submitted by the Subrecipient. All participant information must be recorded in WorkSourceWA and/or a designated MIS.

The Subrecipient agrees to comply with all State and WSW policies and procedures regarding data entry, tracking and fiscal reporting.

#### **RESOLUTION OF CONFLICTING PROVISIONS**

If any provision of this contract conflicts with other laws or documents, the conflict will be resolved by giving precedence in the following order:

1. The existing or hereinafter amended WIOA, the Department of Labor's (DOL) regulations relating to WIOA, and the Washington State WIOA Policies, and any applicable Washington State regulations
2. The contract and its modifications
3. WSW Local Workforce Integrated Plan and its modifications as filed with the State.

#### **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 Department of Labor's or the Subrecipient's responsibilities with respect to contracted services provided under this contract is prohibited except by written consent of the recipient or client, or his/her legally authorized representative.



## **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 Legal II. This limitation does not apply to vendors providing goods and services as defined in [OMB 2 CFR 200](#).

## **SEVERABILITY**

If any part of this contract is declared invalid by a court, the remaining parts shall remain in full force and effect.

## **SMALL, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISES**

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

## **SUBCONTRACTS**

Contract work, subcontracted, shall not be assigned or delegated without WSW's written consent, unless otherwise described in this contract. Subcontracts, if approved, shall contain applicable contract requirements. The Subrecipient shall be responsible for sub-contractor procurement compliance and shall ensure that the sub-contractor spends funds only for WIOA allowable activities.

## **TEXT MESSAGING WHILE DRIVING**

### **(Executive Order 13513 Section 4)**

Subrecipient will adopt policy that prohibits staff text messaging while driving company-owned or rented vehicles or while driving personal vehicles and performing any work for or on behalf of this contract.

## **TRAFFICKING**

### **(Executive Order 13333)**

This agreement may be terminated without penalty, if the Subrecipient or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement. (22 U.S.C. § 7104(g)).

## **TRAVEL**

Subrecipient must comply with the applicable requirements of the Federal Travel Regulations provided by the US General Services Administration. In the absence of an acceptable Subrecipient policy regarding travel costs, the rates and amounts established under [subchapter 1 of Chapter 57 of Title 5, United States Code](#) will apply.

## **TREATMENT OF ASSETS**

Title to all property furnished by WSW shall remain with WSW. Title to all property purchased by the Subrecipient using contract funds shall pass to and vest in WSW. The title shall only pass to the Subrecipient if WSW agrees in writing to forgo ownership of a specific piece of property.

Any WSW property shall, unless otherwise provided herein or approved by the Program Manager in writing, be used only for the performance of this contract.

Property will be returned to WSW in the condition to that in which it was furnished to the Subrecipient, excepting normal wear and tear. The Subrecipient shall be responsible for any loss or damage to WSW property which results from the negligence of the Subrecipient or which results from the failure on the part of the Subrecipient to maintain said property in accordance with sound management practices.

If any WSW property is damaged or destroyed, the Subrecipient shall notify WSW and shall take all reasonable steps to protect that property from further damage.

The Subrecipient shall surrender to WSW all WSW property upon completion, termination, or cancellation of this contract.

All reference to the Subrecipient under this clause shall include any employees, agents or sub-contractors.

Any property purchased or developed in the course of operating this contract is subject to State and WSW policies governing ownership, procurement, purchase, management, and inventory of WIOA property.

#### **USE OF NAME PROHIBITED**

The Subrecipient shall not in any way contract on behalf of or in the name of WSW, the Department of Labor or Employment Security Department for the State of Washington.

#### **USE OF STATE RESOURCES**

Subrecipient shall comply with the [ESD Policy and Procedure #1021](#) when using state-owned information technology resources.

#### **VETERAN'S PRIORITY PROVISIONS**

[The Jobs for Veterans Act \(Public Law 107-288\)](#) requires grantees/Subrecipients 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 Subrecipient 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. Subrecipients 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 at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2816](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816). Subrecipient must use the [WSW Veteran's Priority of Service Policy](#) as guidance.

#### **WAGE AND HOURS**

Subrecipient shall comply with Sections 103 and 107 of the [Contract Work Hours and Safety Standards Act](#) as supplemented by Department of Labor regulations ([29 CFR Part 5.15](#)) (construction contracts awarded by contracts and sub-contracts in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

Any wages paid by Grantee using funds from this Contract shall 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.

#### **WAIVER**

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

#### **WORKSITE STANDARDS AND SAFETY**

Conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the trainee.

Trainees enrolled under this Contract shall be adequately supervised during training hours, be informed about their rights and responsibilities in reporting unsafe training or working conditions and training- or work-related illnesses and injuries, and be provided with safe training conditions, which at a minimum, shall

conform to the health and safety regulations established by the State of Washington. Health and safety standards established under State and Federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants.

SAMPLE

## Exhibit B Statement of Work

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### **General Reporting**

Subrecipient shall submit all Financial, Participant MIS, Program Performance, and all other reports required by WSW in accordance with the specified time frames in this contract. Subrecipient shall provide WSW access to all records and data necessary to verify or clarify information requested or provided in such reports. Failure to submit reports by specified timeframes or provide adequate substantiation of reports as specified by WSW may result in suspension of payments to the Subrecipient until such time as all delinquent obligations are fulfilled.

Additionally, if Subrecipient fails to comply, WSW may take action in accordance with the Disallowance of Payments section.

### **Cost Sharing/ Leverage – *IF APPLICABLE***

Subrecipient will need to track and document any leveraged resources that benefit the WIOA program. **Subrecipient will be expected to report breakdowns of cash leverage funds by source of funds used and in relation to type of expense and whether the expense is an allowable cost under the source of funding for this contract. Federal and non-Federal funds expended for the purposes or activities of the program, which are allowable under the OMB Uniform Guidance (2 CFR 200 and 2 CFR 2900), but which are not completely allowable under the funding source(s) of this contract (due to a program specific restriction), should be reported in the quarterly progress report. Only expenditures of Federal and non-Federal funds which could otherwise have been paid for with funds from this contract should be reported on the contract invoice.** Please note that neither prior investments nor prior expended resources may be counted towards leverage. Subrecipient with additional resources should allocate them and track them as leveraged funds for the purpose of this contract. **All reporting of leverage, both cash and in-kind, may be required to be supported by substantial system and source documentation as required by [2 CFR 200.306 \(B\) \(1-7\)](#) and as specified in Exhibit C.** For donated goods and services, an approved in-kind donation documentation form will be issued to Subrecipient to substantiate in-kind leverage reported.

### **Program Monitoring**

Subrecipient will participate and support all program compliance and monitoring activities as directed by WSW, Employment Security, and the Department of Labor, as necessary.

The schedule for Subrecipient program and fiscal monitoring by WSW is listed below:

### **Add Dates**

The Employment Security Department monitoring for PY22 is to be determined.

## Exhibit C Budget Directives

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Subrecipient shall comply with the [WSW, State of Washington, Office of Management and Budget](#) (OMB) and United States Department of Labor ([U.S. DOL Final Rule](#)) rules, regulations, policies and procedures on financial management. Subrecipient shall ensure that its financial management systems provide the necessary internal controls, accounting records, and reporting systems to meet the prescribed standards. WSW reserves the right to inspect the Subrecipient's financial management systems and impose additional reasonable accounting requirements to ensure that acceptable financial management standards are being met.

If 65% of performance and spending goals are not met by the third quarter end reports for June 30, we reserve the right to de-obligate and re-appropriate all or part of your remaining contract funds.

### **ADDITIONAL FUNDING**

Subrecipient will keep WSW informed of the receipt of other funds that affect the cost, quality, or quantity of performance under this contract.

### **AUDITS AND MONITORING**

As a sub-recipient of Federal awards as defined by the [Office of Management and Budget](#), the Subrecipient 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. Subrecipient shall make records available for review or audit by officials or representatives of WSW, General Accounting Office, Employment Security Department, federal grantor agency, the Comptroller General of the United States, and the Washington State Auditor's Office. 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 contract. The Subrecipient shall incorporate OMB audit requirements into all subcontracts. The Subrecipient shall comply with any future amendments to OMB and any successor or replacement Circular or regulation.

If the Subrecipient expends \$750,000 or more during the Subrecipient's fiscal year of federal award money, 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](#). The Subrecipient shall be audited as a State agency by the Washington State Auditor or an independent CPA, certified to do governmental audits. The auditor's report shall be promptly transmitted to WSW. All audit costs shall be the Subrecipient's responsibility.

Subrecipient will maintain its records and accounts in such a way as to facilitate audits and monitoring and shall ensure that sub-contractors also maintain records that are auditable in accordance with [Generally Accepted Accounting Principles](#). The Subrecipient is responsible for any audit exceptions resulting from its own actions or those of its sub-contractors.

The Subrecipient shall regularly and adequately oversee and monitor its activities in order to fully ensure contract compliance. WSW will also monitor this contract at least annually. The State and Federal agencies may also monitor this contract from time to time.

### **BUDGET CHANGES**

The Subrecipient may transfer funds between line items within each category (Personnel, Operating, Participant, etc.), up to 10% of the subtotal of each category, but cannot move among overall categories without prior written WSW approval. Diminishment of the participant services expenditure percentage shall require written WSW approval. Similarly, overhead costs may not exceed 10% of the net expenditures in any Budget(s) absent written WSW approval.

## **COMPENSATION**

Subrecipient may receive payments within the limits established by the Budget(s) attached. Any costs incurred by the Subrecipient over and above the budgeted amounts shall be the Subrecipient's sole risk and expense.

## **CONSULTANTS**

For the purposes of this award, fees paid to a consultant who provides services under a program shall not exceed the per day maximum as specified in the US DOL/ETA Notice of Award "[Federal Award Terms](#)" for WIOA Programs (Adult/DW/Youth).

## **CONTRACTING REQUIREMENTS**

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.

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.

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.

## **COST ALLOCATION AND INDIRECT COST**

A cost allocation plan or indirect cost rate proposal is required for all WIOA contracts and subcontracts. Governmental and non-profit agencies are required to follow the requirements of [Office of Management and Budget Federal Register](#). A complete plan or proposal will be submitted annually to WSW's Fiscal Office for approval.

## **DISALLOWANCE OF PAYMENTS**

If it is determined through audit or other means that the Subrecipient has received payments which are questioned under the criteria set forth herein, the Subrecipient shall be notified and given the opportunity to justify questioned payments prior to WSW's final determination of disallowed payments. The Subrecipient agrees to participate in and be bound by disallowed cost determinations arising out of WSW's disallowed cost resolution process.

If a Contract payment is disallowed, Subrecipient shall repay the full amount of the disallowance to WSW within thirty (30) calendar days of receipt of request, or other time schedule as determined by WSW.

WSW's failure to either discover or act upon a breach of this Contract shall in no way relieve the Subrecipient of its obligation to repay disallowed costs.

If the Subrecipient fails to comply with any of the requirements, terms, or conditions of this Contract, WSW may, at its discretion, suspend, withhold, or disallow all or any portion of amounts otherwise payable under this Contract.

## **DUAL PAYMENT**

The Subrecipient shall not invoice and WSW shall not pay for services performed under this Contract, if the Subrecipient has charged or will charge another agency for the same services.

## **FINAL BILLING FOR CLOSEOUT**

All final contract billings must be submitted within 45 days of the contract end date. This will constitute the final contract billing request for this contract. WSW may withhold, at its discretion, payment of the final

invoice until all closeout requirements have been met. Closeout requirements include, but are not limited to, final invoices, and performance reports; assurances of record retention provisions; and, when applicable, accounting of program income.

WSW may require, at its discretion, an interim closeout of the contract. When an interim closeout is required, invoices and program information will be due within the period specified.

#### **FOREIGN TRAVEL**

Pursuant to WIOA section 181 (e), no funds received to carry out an activity under WIOA subtitle B shall be used for foreign travel.

#### **FUNDING AVAILABILITY**

Each disbursement of funds under this Contract is conditioned on the availability of federal, state and/or local funds and this Contract is subject to termination due to lack of funds or authorization. When WSW is notified of any funding or regulatory changes, WSW will provide the Subrecipient notice of changes within 30 days of WSW's notification.

#### **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 WSW or sub-recipient considers to be sensitive information, 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 subrecipient's compliance with applicable laws and terms of this Contract and
- d. Taking prompt action when instances of noncompliance are identified.

#### **LIMITATIONS ON FUNDING PROVIDED**

##### **a. ACORN Prohibition**

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

##### **b. Business Relocation**

No funds obtained through this Contract may be used to: (1) Encourage or induce any business or part of a business to relocate from any location in the United States, if that relocation will result in any employee losing their job; or (2) provide customized training, skill training, on-the-job training, incumbent worker training, transitional employment, or company specific assessment of job applicants for employees of any business that has relocated from any location in the United States for 120 days after the relocation, if the relocation resulted in an employee losing their job at the original location.

**c. Religious Activity Trainings**

Subrecipient shall comply with the requirements of [Final Rules 683.255 & 683.285](#), which governs circumstances when any funds made available through WIOA and this Contract may be used to employ or train participants in religious activities.

**d. 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.

**e. Trafficking in Persons**

No funds obtained through this Contract may be used to traffic in persons as defined in [DOL Standard Federal Award Terms & Conditions](#).

**MILEAGE REIMBURSEMENT RATES**

Pursuant to 2 CFR 200.474(a), Subrecipient must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this federal award cannot be charged more than the maximum allowable Mileage Reimbursement Rates for Federal employees. Mileage rates must be checked annually at [www.gsa.gov/mileage](http://www.gsa.gov/mileage) to ensure compliance

**MANAGEMENT FEE – *IF APPLICABLE and this is a SAMPLE ONLY***

The management fee will be paid quarterly based on the number of placements achieved and reported at exit during the preceding quarter.

The dollar amount per placement will be determined by dividing the management fee amount identified in the budget by the number of projected placements for the contracting period, as shown in Performance table (Exhibit D). The sum total of payments may not exceed the amount budgeted for each program.

The payment per placement as defined above is:

The profit payment per placement as defined above is:

	\$ per placement at exit	Not to exceed:
<b>Adult</b>		
Clark		
Cowlitz/Wahkiakum		
<b>Dislocated Worker</b>		
Clark		
Cowlitz/Wahkiakum		

\$XXX.XX per placement at exit  
Not to exceed a total of \$XXXX for the contract year

**PAYMENTS**

Subrecipient shall expend funds in accordance with WSW Procedure(s) in effect or modified during the term of this contract. Subrecipient shall request cash payments based on actual expenditures for which reimbursement is desired. Expenditures must be presented for reimbursement using an WSW provided format.

Contract Reimbursement Processing:

- The Subrecipient must submit monthly payment requests no later than the 20<sup>th</sup> of the following month.



- Contract reimbursements will be processed using a payment request format provided to the Subrecipient by WSW, immediately after contract execution. These invoices, signed by authorized fiscal signers and including all supporting documentation, will be sent to: [accounting@workforcesw.org](mailto:accounting@workforcesw.org)
- Upon receipt of the payment request, WSW project management staff will verify the validity of the request, reconcile any differences with the Subrecipient, approve the request for payment (as adjusted where appropriate), and process the request for payment. Checks are usually disbursed within a month of receipt of the payment request.
- The Subrecipient must also submit quarterly accruals by the 20<sup>th</sup> of the month following the end of a calendar quarter, in a format established by WSW. Accruals represent amounts expended by the Subrecipient, but not yet billed to WSW. It may include the final billing of the quarter, not yet formulated or sent. It may also include specific amounts owed to vendors, OJT employers, or specific participants for goods or services received but not yet billed to the Subrecipient and therefore to be billed to WSW in the future.
- Subrecipient will complete an Authorized Fiscal Signer Form prior to submitting first invoice. Only authorized signer(s) may submit an invoice or accruals. If personnel changes occur, a new Authorized Fiscal Signer Form must be completed immediately.
- Subrecipient is responsible for maintaining adequate and proper documentation to support each expenditure. WSW reserves the right to have the Subrecipient submit additional written documentation to support any payment request. WSW shall specify which invoiced items require such documentation as a condition of payment. Any questioned items shall be severed from the invoice and not paid until the issue is resolved. The remaining balance of the invoice shall be paid in accordance with the terms of this contract.

#### **PROCUREMENT**

Subrecipient shall adhere to procurement requirements set forth in [OMB 2CFR 200.317 thru 200.327](#). Subrecipient must have a policy in place that meets these requirements including the determination of any buyer/seller relationship in accordance with [OMB 2CFR 200.331](#). Subrecipient's procurement process shall maximize full and open competition and shall avoid restrictive practices. A copy of the Subrecipient's procurement policy must be furnished to WSW for review upon request.

#### **PROGRAM INCOME AND FEES**

Any revenue generated by activities under this contract shall be considered program income. Program income must be tracked by funding source and reported to WSW. All program income must be expended on allowable costs under the program in accordance with regulations governing the funds used to generate the income or forwarded to WSW before additional cost reimbursement requests are made. Unexpended program income must be returned to WSW.

Subrecipient agrees to comply with State and WSW policy regarding any charging of fees to employers or others. Plans to collect fees or charges intended to generate program income shall be reviewed and approved in advance by WSW.

#### **REBATES**

The Subrecipient agrees to advise WSW, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits generated by this contract. Action shall be taken to reimburse WSW from such income.

### **RESOLUTION OF DISALLOWED COSTS**

Subrecipient agrees to participate in and be bound by determinations arising out of WSW's disallowed cost resolution process as defined in WSW's most current copy of the Audit Resolution Manual (will be provided upon request of Subrecipient). If Subrecipient violates or permits violation of contract terms or conditions, Subrecipient shall repay to WSW the amount of funds directly related to the violation. If a contract cost is disallowed after payment has occurred, Subrecipient shall repay the amount of the disallowance to WSW within thirty (30) calendar days or on a written alternative schedule assigned by WSW.

### **RESTRICTION ON THE PROMOTION OF DRUG LEGALIZATION**

Pursuant to P.L. 115-31, 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 recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

### **RESTRICTION ON PURCHASE OF STERILE NEEDLES OR SYRINGES**

Pursuant to P.L. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

### **TAXES**

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

### **WITHHOLDING REIMBURSEMENTS**

WSW shall have the right to withhold all or a portion of any payment otherwise due hereunder if, as of the date that the payment would otherwise be due and payable, the Subrecipient is in default with respect to any term of this contract. In the event WSW intends to exercise the right to withhold payment under this subsection, written notice shall be provided to the Subrecipient, which notice shall specify the default relied upon to withhold payment. Payments withheld under this subsection shall not accrue interest or late charges. A decision by WSW to withhold payment(s) under this subparagraph shall be at the sole discretion of WSW, and the right to withhold payments shall be in addition to all other rights and remedies of WSW under this contract.

### **YEAR END BILLING DATES**

All Contract billings for the period Oct 1, 2022 through June 30, 2023 will be submitted by August 10, 2023. This will constitute the final Agreement billing request for this time period.

All Contract billings for the period July 1, 2023 through September 30, 2023 will be submitted by November 10, 2023. This will constitute the final Agreement billing request for this time period. This will constitute the final billing for this Agreement. No charges submitted after November 10, 2023 will be reimbursed.

SAMPLE

**Exhibit D**  
**Productivity Plan and Performance Measures**

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SAMPLE

**Exhibit E**  
**Certification Regarding Debarment and Suspension**

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APPENDIX A TO TITLE 2, PART 180 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION -  
*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

1. The undersigned (i.e., the Subrecipient 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).

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

**Exhibit F**  
**Certification Regarding Lobbying**

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APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned (i.e., the Subrecipient signatory) 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Subrecipient 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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

## Exhibit G

### EQUAL OPPORTUNITY IS THE LAW

#### 29 CFR Part 38.35

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

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

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

#### What To Do If You Believe You Have Experienced Discrimination

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

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

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

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

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