

**Spokane Area Workforce Development Council**

Contract and One-Stop Operator Agreement

Spokane Workforce Consortium

WIA PY 2013 – 2014

**Statement of Work/Work Plan**

**Operators’ Consortium**

**Work Plan and One-Stop Operator Agreement**

**Program Year 2013-2014**

**Spokane Workforce Consortium (Consortium) Members**

Career Path Services, Employment Security, Goodwill Industries of the Inland Northwest, NorthEast Washington Educational Service District 101 (NEWESD101)

**Enhancements from PY 12 to PY 13**

**Employer Engagement**

* **Industry Navigator Model** to serve the following industries: Health Services; Aerospace/Advanced Manufacturing; Professional and Technical Services; Finance and Insurance; Transportation and Warehousing; and Energy, Waste Management, and Apprenticeship. The Consortium will gather workforce intelligence on short- and long-term staffing and skill sets that will be in demand for the next three years. Information will be shared across the system to help education and industry partners shape curriculum, inform and recruit students into training and occupations and place job seekers who meet and exceed employer expectations.

**Put the jobless back to work**

* **Pathway to Employment (PTE)** willdeliver services to job seekers in a workshop-based model. Staff will assist customers in determining suitable pathways. Workshops will be designed to help customers determine their training needs and move them quickly to employment. Hire U and ProMatch are facilitated job clubs, that will provide support, encouragement and job search guidance.
* **WIA Adult and Dislocated Worker** staff will serve as navigation connectors by conducting employer-focused recruitment, supporting participants with wrap-around services while in training, and collaborating with training providers to engage graduates in WorkSource services. National Emergency Grant On-the-Job training funds will be utilized to recruit and place 76 dislocated workers who have been unemployed for more than 21 weeks.

**Plan for the future**

* **NextGenZone** will build 21st Century skills for youth through career exploration, work readiness, internships and employer connections. Staff will implement project-based learning for one cohort group in Healthcare and another in Manufacturing. Services will be expanded to age 24 by funding a staff person through youth and adult program funds. NextGenZone also will collaborate with business and local government to create *Spokane Youth Works*, a business-funded summer work experience program for low-income youth. Through a United Way grant, newly-employed youth will receive financial education and coaching.

**Cultivate Partnerships**

* **Collaboration:** SWC will collaborate with 12 non-funded partners as documented in the enclosed letters of commitment. These include expanded partnerships with the Community Colleges of Spokane and WorkSource Connection sites.
* **In-Kind:** This application will leverage more than $825,525 of in-kind resources to directly benefit customers.

**Increase efficiency and effectiveness**

* SWC will continue to develop lean practices to increase system-wide effectiveness and efficiencies.
* All activities and programs will focus on putting people to work at family supporting wages.
* Performance measures will be outcome-based and drive daily operations.

**Consortium Members’ Responsibilities**

Consortium members will have an equal voice in all discussions affecting program or service delivery design. Partner expertise will be leveraged to enable operational specialization that results in the most efficient use of partner resources and most effective delivery of program outcomes. The Consortium will make decisions regarding core service delivery, program design, program specific policies, Rapid Response and implementation of services to meet the needs of job seekers and employers. As a consortium, we will comply with all policies governing the operations of a One-Stop center and the Workforce Investment Act (WIA). Although the consortium’s focus will be on integration and its benefits to customers, each member will assume specific roles and responsibilities.

Employment Security will be responsible for the following:

* Operating Unemployment Insurance programs, Veterans programs, Ex-offender Services programs, Department of Vocational Rehabilitation (DVR) On-the-Job Training program, WorkFirst, Limited English Proficiency program, Wagner-Peyser and Trade Adjustment Act programs and other non-WIA funded contracts
* Performing tasks associated with the management of the WorkSource site and associated systems and provides direct supervision of all state employees
* Overseeing the delivery of business services by state employees as described in the Business Services and Industry Navigator section of this proposal and in accordance with state directives and functionally supporting the blended WIA team
* Staffing WIA Adult and Dislocated Worker programs with highly qualified personnel
* Developing and managing the Resource Sharing Agreement
* Managing non-WIA inventory

Career Path Services will be responsible for the following:

* Operating WIA Adult, Dislocated Worker and Youth programs
* Operating other WIA and non-WIA funded contracts
* Providing fiscal oversight and reporting for WIA and other funded contracts
* Overseeing the delivery of business services by Career Path Services employees, as described in the Business Services and Industry Navigator section of this proposal and functionally supporting the blended business services function
* Staffing WIA Adult, Dislocated Worker and Youth programs with highly qualified personnel
* Supporting the Pathway to Employment with staff workshop delivery
* Managing WIA inventory

NEWESD101 will be responsible for the following:

* Leading coordinating role for NextGenZone site management
* Overseeing the daily operations of NextGenZone
* Providing highly qualified personnel to support the operation of the WIA Youth program
* Applying for and maintaining Affiliate Site Certification
* Managing the WIA Youth program
* Actively contributing to the strategic direction of program operations

Goodwill will be responsible for the following:

* Providing highly qualified personnel to support the operation of the WIA Youth program
* Providing fiscal report information to consortium partners
* Actively contributing to the strategic direction of program operations

In keeping with the roles and responsibilities described above, SWC created a Consortium Governance document, which details how the Consortium operates. Functional support of service delivery will be integrated at the Consortium Leadership Team (CLT) level. Individual partners will retain responsibility for operation of and performance in programs that are specific to each partners’ role in the consortium. Blended teams, consisting of employees of two or more partners, such as Adult, Dislocated Worker, Youth, and Business Services teams are coordinated by the CLT. The employer of record will retain jurisdiction of personnel matters related to their employees in accordance with their agency’s policies and collective bargaining agreements.

**Business Services and Industry Navigation**

The Consortium will target industries based on data gathered from Labor Market Economic Analysis, Community Colleges of Spokane, Greater Spokane Incorporated, SAWDC, employers, industry and trade associations and the SKIES database. Additional considered factors include current and long range demand for skilled workers; industries targeted for economic development; the percentage of workers aged 55+; current and projected self-sufficiency related wages, benefits and annual earnings; core competency and advanced technical competency requirements for successful employment; and opportunities for career progression.

Based on these and other factors, the following industries will be targeted: Aerospace/Advanced Manufacturing; Health Services; Professional and Technical Services; Finance and Insurance; Transportation and Warehousing; and Energy, Waste Management, and Apprenticeship. Industry navigation and delivery of other business services will be funded through the Air Washington grant, WIA, Employment Security Department (ESD) and other funding sources.

Employers, career-seekers, students and educators are inextricably connected in achieving mutual success. SWC’s role in this success will come in providing the connections among all parties, gathering and disseminating information, and facilitating outcomes aimed at connecting employers to the talent they need to sustain and grow their businesses. Industry navigation will be the vehicle for developing a cadre of workers, trained in high-demand occupations with 21st Century skills necessary to succeed in employment. Identifying employment opportunities and required skills for these workers are essential elements of industry navigation.

Just as there are obvious similarities among industries and programs of study, each contains a unique set of needs. Our industry navigator model contains a strong core based on experience gained from SWC’s support of Air Washington and the flexibility to adapt to the dynamics of the marketplace.

We evaluated industry navigation implemented throughout the state. Our design incorporates the best elements of various models. Depending on industry and partner needs, industry strategies will place appropriate emphasis on engagement with students, job seekers, education and training providers, and employers.

Specific navigation duties will include:

* Developing and implementing inclusive strategies to meet industry workforce needs
* Work in collaboration with leadership, partners, and local labor economist to develop and implement targeted industry market strategies
* Identify target employers and develop account plans
* Utilize a consultative sales approach to engage employers in WorkSource and program participation that will lead to meeting employer, student, partner, and program needs
* Knowing and sharing Labor Market Information (LMI)
* Maintain status as an industry expert
* Participate in industry and trade associations
* Meet at least quarterly with local ESD Labor Market Economist to discuss trends and review market strategies
* Lead and support the Subject Matter Expert (SME) Initiative
* Provide peer-to-peer mentoring with staff regarding best practices, LMI, and training, while gathering and documenting LMI
* Regularly meeting with businesses and collecting workforce intelligence
* Expand business service delivery through the Lead/SME teams
* Attend local chamber events and other professional networking opportunities
* Facilitate/participate on business, community and industry panels to identify industry trends, current/future staffing needs, and job skills/training requirements
* Document activities and outcomes in the General Outreach Tool
* Sharing workforce intelligence with SAWDC, WorkSource Spokane, system partners, and education and training providers
* Lead and support the SME Initiative
* Share workforce intelligence in the General Outreach Tool
* Distribute quarterly industry newsletter
* Coordinate and participate in weekly Biz Buzz
* Open dialogue with partners
* Connecting suitable candidates to education/training providers
* Communicate education and training opportunities to staff, job seekers and students via events, workshops, info sessions, Biz Buzz, Job Clubs and one-on-one
* Develop, expand, and maintain working relationships with education & training providers by identifying needs, developing solutions and establishing goals
* Connecting students with WorkSource programs to ensure success in education and employment
* Conduct presentations for local college/university groups
* Provide student success in school and classroom job search workshops
* Utilize social media (LinkedIn/LaunchPadINW) to interact with students and student groups
* Connecting students and job seekers with employers for placement opportunities based on the employer’s needs
* Participate in customer triage with staff
* Conduct onsite hiring/recruiting events in a professional environment
* Participate in local job fairs
* Serve on local college/university industry advisory boards/committees
* Establish relationships and meet regularly with local college/university career/student resources/alumni groups
* Conduct job matching and job development
* Meeting with business customers to determine current and emerging workforce needs
* Conduct business outreach (phone/in-person/networking) to increase the number of unique employers contacted
* Apply knowledge of business operations to establish and expand employer relationships leading to utilization of WorkSource programs and services, such as on-job training and internships
* Plan, prepare and present workshops on various topics to groups and individuals (i.e.: behavioral interviewing)
* Serve on industry advisory boards and industry-related chamber committees
* Maintain employer satisfaction by developing and implementing a follow-up plan and by meeting or exceeding all commitments within the agreed timeframe
* Utilize quarterly employer surveys and website survey to monitor service delivery
* Provide Rapid Response services and information regarding restructuring or closure
* Provide business assistance information and referrals
* Develop and/or promote initiatives designed to meet industry needs (e.g., *WorkKeys and Inspire Washington*)
* Participate on local college/university industry/business advisory boards
* Conduct business outreach (phone/in-person/networking) to raise awareness of *Inspire WA/WorkKeys/Profiling/National Career Readiness Certificate (NCRC)*
* Obtain signed Letter of Recognition from employers for the *NCRC*
* Refer businesses interested in *WorkKeys Profiling* to WIA
* Tracking business activity in SKIES, the statewide MIS system
* Delivering and documenting basic employer services
* Conducting and documenting business triage
* Documenting WA Job Orders for posting on [www.Go2WorkSource.com](http://www.Go2WorkSource.com)
* Documenting referrals/placements
* Documenting job development

Per the direction of the Services and Oversight Committee (SOC), the SWC will meet with the SOC to detail how the above activities will be carried out and measured.

Specific navigation duties will include:

* + Developing and implementing inclusive strategies to meet industry workforce needs
	+ Knowing and sharing Labor Market Information (LMI)
	+ Regularly meeting with businesses and collecting workforce intelligence
	+ Sharing workforce intelligence with SAWDC, WorkSource Spokane, system partners, and education and training providers
	+ Connecting suitable candidates to education/training providers
	+ Connecting students with WorkSource programs to ensure success in education and employment
	+ Connecting students and job seekers with employers for placement opportunities based on the employer’s needs
	+ Meeting with business customers to determine current and emerging workforce needs
	+ Develop and/or promote initiatives designed to meet industry needs (e.g., *WorkKeys and Inspire Washington*)
	+ Tracking business activity in SKIES, the statewide MIS system

WIA Business Services Supervisor Role (ESD)

* Coordinate the dissemination of the information gained from the various areas: employers, educational providers, job seekers, students.
* WorkSource point person for GSI/new employers locating in the area.
* Integration coordinator of employer services throughout the WorkSource system.
* Backup for industry navigators
* Supervisor for ESD industry navigator team

**How business services will be managed by two organizations**

Both organizations (ESD and CPS) share a common commitment to Industry Navigation. We concur in the concept that Industry Navigation is a function as well as a job description. Based on this basic tenant, we intend to use Industry Navigators to lead the development of strategies, and engagement of resources to meet the needs of specific industries, employers, and partners. We have agreed that there is not one perfect Industry Navigator model that can be used to address every set of industry or partner needs. We recognize that as employers, we must also utilize our staff in a manner that is consistent with the vision, values and mission of our respective organizations.

Business Service design/strategy is determined at the CLT Leadership level. This group will create clearly defined outputs and outcomes -impact, as dictated by our program action logic model (to be created), results will be quickly and easily identified and deviations addressed through the direct supervisor of each organization. CLT Leadership will meet regularly, together with the direct supervisors of the Navigation staff. Results will be reviewed and addressed accordingly.

The ESD Administrator and the WIA Program Operator Manager will retain responsibility for personnel matters related to their respective employees, and will share responsibility for ensuring all staff meet or exceed contract expectations.

**How each will implement industry navigator**

Each organization will implement Industry Navigation based on the requirements of the contract under which the position is funded.

**Career Path Services- Industry Navigation**

Career Path Services does not currently have any staff performing the traditional WIA funded Business Service Consultant job function, did create and implement the Air Washington Industry Navigator Program Model and Position Description to meet the specific requirements of that Request for Proposal. Based on the successful implementation of that project, Career Path Services will continue to address each new Industry Navigator opportunity to fully meet or exceed the expectations of the fund source as specified in their Request for Proposal.

**The connection with post-secondary education providers**

Career Path Services has established a strong relationship with the Deans and Department Chairs at SFCC. As a result, we have increased our presence on campus and are actively working with students in their transition to self-sufficient employment. We are also involved with CCS District Staff in the pursuit of new grant opportunities, coordinating Start Next Quarter, and partnering to support the Job Skills Program (JSP) to provide specialized employer training. We have been very successful in working with Allied Health instructors to help their students successfully complete their practicum requirements. This has led to a strong partnership with the Inland Empire Nurse Association (IENA) for mentoring and for helping arrange employer sites for practicum hours.

Air Washington Industry Navigation and the recently completed Aerospace 50 & 200 programs have helped set the stage for our expanded involvement on all campuses.

**ESD staff performing the duties of industry navigation**

The intent of business services is to connect employers to WorkSource resources with the goal of strengthening and growing the economy, creating jobs, and meeting the hiring needs of employers. Business services, provided by Industry Navigators, funded via this contract will be meeting the needs of employers by helping them identify a ready and available workforce. This will be accomplished by aligning Industry Navigators with both education and training programs as well as WorkSource programs, so that the navigators can be aware of local workforce supply and demand. Navigators would be identified based on industry (i.e. BST/WIA staff) and or population served (i.e. Vets, Offenders, Youth, and DVR.)

Navigators would fall under either one of the two navigator models; Customer Resource or Staff Resource. Due to the limited availability of staff resources, staff will be located at the WorkSource center. A possible breakdown would be as follows:

**Customer Resource Navigators (Serves as the leader of a customer’s integrated service team)**

WIA Staff

Veteran’s LVER

ReStart

Youth

DVR

**Staff Resource Navigators (Serves as a knowledge resource and relationship broker to staff and employers)**

WIA Staff

BST Staff

Under each of these models the navigator’s job is to link between and within systems and industries. Therefore all navigators would work with students, job seekers, education and training providers, and employers.

Navigator services would be utilized through-out an individual’s job search spectrum ranging from front end (guiding students and job seekers to choose a career in a demand occupation, for example, in Transportation) to back end (placement assistance, for example in Healthcare) with the emphasis on one or the other based on industry need.

In the role as a **“Staff Resource,”** the Industry Navigator serves as a knowledge resource and relationship broker to staff, employers, education and training. Two key points of the Navigator Model are:

* Assisting with accessing the WorkSource system of employment resources.
* Providing a link between and within systems and industries.

This is accomplished through providing services in four areas; Assessment, Guidance, Linkages, and Advocacy.Below is a sample breakdown of what types of activities Industry Navigators might perform. SKIES would continue to be the platform used to document and track business activity.

**Assessment –** As requested, review assessments developed by staff and make recommendations to achieve plans/goals

* Participate in Customer Triage with staff for customers in PTE 3 & 4
* Assist education & training providers with identifying suitable candidates for training
* Connect students with WorkSource programs

**Guidance –** Provide training to staff about system components, processes, labor market, industries, employers, career paths, education, and training

* Gather and share local labor market information
* Continue SME Activities

**Linkages –** Inform staff and job seekers about industry hiring practices and needs, and provide connections to employers

* Career Development Workshop (New)
* Industry related workshops
* Job Development
* Job Matching
* Job Referrals
* Job Clubs
* Recruiting/ Hiring Events

**Advocacy –** Determine local workforce supply and demand, provide employers with information about system resources, and connect employers to WorkSource resources

* Develop and implement workforce industry strategies including promoting initiatives designed to meet industry needs
* Conduct Business Outreach
* Serve on industry and educational Advisory Boards
* Collect and share workforce intelligence
* Assist employers with self-posting job orders
* Employer Workshops
* Tax Workshop
* How to Hire a Vet
* How to Self-Post Job Listing on Go2WorkSource.com

We will continue to partner with post-secondary education providers as we implement the industry navigation function. Common elements of future Navigator connection with post-secondary education providers will include:

* Assist education & training providers with identifying suitable candidates for training
* Serve on industry and educational Advisory Boards
* Involvement in planning and participating in various job fairs and other activities on both campuses

Post-secondary relationships will continue to be developed. Relationships have been developed with Eastern Washington University, Gonzaga University, Whitworth College, and a variety of industry specific training providers. We would anticipate additional relationships with the Community College Systems would continue to develop. Specific program and Department Chairs have not yet been identified for those contacts.

**Describe how success will be measured**

Historically, we have focused on performance goals based on Federal Common Measures and other internally generated metrics. More recently, we added metrics that met the needs of the Services and Oversight Committee. As we have experienced in the Air Washington grant, metrics such as class fill rate, student retention and completion, entered employment, annual earnings are meaningful as well. Measurement of industry navigation success will be based on the requirements of each individual grant.

The consortium will work with the Services and Oversight Committee (SOC) to learn how to develop a logic model, and as a group, will create and implement the model.

**Core Services**

Industry Navigation and Pathway to Employment will be integrated to facilitate effective and efficient customer pathways in the following areas:

Job Skill Ready – Navigate to: Education/Training – Financial Aid, Workforce Ed, Scholarships, Programs (Pathway Phase 1 – **Focus Your Job Search**)

Job Search Ready – Navigate to: Build Employment Portfolio; Build Career Path, (Pathway Phase 2 – **Assemble Your Marketing Materials**)

Job Referral Ready – Navigate to: Industry(s) – employers, data, needs, hiring practices

Job Development – Job, OJT, WEX, Internship (Pathway Phase 3 – **Promote Yourself to Employers** and Phase 4 – **Ace Your Interview**).

PTE is an organized approach to conducting a proactive job search designed to help the customer quickly re-connect to employment. Our model improves service delivery and customer flow by allowing job seekers to determine where they are on the pathway and build their own employment plan. Pathway will include a wide range of general and advanced workshops that can be tailored to meet the needs of individual job seekers. General workshops are designed to equip job seekers with information to produce effective portfolio materials, while advanced workshops apply an employer/hiring manager lens to portfolio materials.

Staffing for workshops will be fully integrated and delivered by staff with subject matter expertise. Professional SWC staff will guide customers, assess progress and recommend next steps. Workshop topics will be developed in response to the needs articulated by job seekers, employers and staff. The Workshop Advisory Committee will review and vet all new workshops. Workshop curriculum and facilitator’s performance will be reviewed at regular intervals to ensure current content and effective presentation techniques are utilized. Various job clubs will provide real world application of the knowledge gained from workshop participation.

WorkSource Connection sites are offering their locations to host participant facilitated job club sessions and workshops. These offsite locations will be utilized as membership chooses to expand session days and times. Additional workshop resources provided by partners, affiliates, connections, and other WorkSource system partners, will be available in one electronic location, the WorkSource Online Event Calendar.

Job seekers will begin their engagement with WorkSource by attending the *Introduction to WorkSource Services* and meeting individually with a WorkSource Specialist to identify where they are in their job search pathway. Customers can choose to work independently, utilizing available workshops, E-Tools and online tutorials, available on Resource Room computers. They may also attend the available workshops and schedule follow-up appointments with a WorkSource Specialist to individually discuss progress and next steps.

Job search support will be available through the **Hire U Job Club**, the group version of the PTE. Hire U utilizes a cohort model and eight-session schedule, covering materials from each of the workshops and providing participants with opportunities to share and discuss their progress. Job seekers will transition in and out of the four phases, which include **Focus Your Job Search, Assemble your Marketing Materials, Promote Yourself to Employers, and Ace Your Interview**. Upon completing the four phases, they will be encouraged to continue with WorkSource Spokane **ProMatch**. This program will offer customers an opportunity to participate in strategizing job search activities within a dynamic team while demonstrating leadership and organization skills to continue to build their resume. Activity plans will be facilitated by participants and staff in this unique, employer focused networking group.

A new **Career Planning/Development workshop**, currently under development, will be added to provide facilitated guidance on using various tools taught in all workshops. The Career Planning/Development workshop will cover topics such as:

* *Employment and economic information* - Research the labor market; identify where the jobs are and their occupational outlook
* *Career Cruising* – Identify careers that match your career interests through the Career Match Maker; further identify careers utilizing My Skills; determine your Learning Styles prior to identifying potential educational/training opportunities
* *Self-Sufficiency calculator* - Plan and develop career goals so you can work toward a better paying job, and decide if a job you are considering will pay enough to meet your family's financial needs
* *KeyTrain/NCRC* – Enroll and practice *KeyTrain*and learn the value of taking the *WorkKeys*assessment and using the attained NCRC level to identify potential areas of placement and /or advancement
* *Career Ladders/Lattices* - Visualize and learn about job options available to seekers as they progress through a career, including detailed descriptions of the jobs and experiences needed to move between jobs
* *InspireWA/Access 2 Experience* - Identify employers that offer a variety of work-based learning activities, such as tours, mentoring, internships, volunteer opportunities, etc. in a desired occupational field
* *Start Next Quarter* – Designed to help customers know what they want and get there fast, this tool will provide admission, potential funding sources and information on available programs of study for various educational/training opportunities

Success in the delivery of Pathway to Employment services will be demonstrated through the All Job Seeker common measures: entered employment, employment retention and average earnings. Performance indicators will include the percentage of service delivery at desk side and group, employers served, number of visits per customer and employer/seeker satisfaction ratings for services received.

**WIA Adult and Dislocated Worker Services-Intensive and Training**

Adult and Dislocated Worker program staff provide core, intensive and training services. We are dedicated to serving those most in need, adhering to Priority of Service guidelines, and abiding by eligibility requirements as prescribed by State and SAWDC policies. Training funds will be expended to provide training in high-demand occupations, with a minimum of 70% invested in the SAWDC target industries, using individual training accounts and/or intensive skills training funds. The decision to provide training funds will be determined in accordance with individual employment plans (IEP) developed jointly by participants and staff. Participant choice will be honored in the selection of eligible training providers.

In Program Year 2013, we will realign WIA staff duties and responsibilities. Using basic lean principles, there will be four primary functions: Navigation, Administration, Service Delivery, and Outcomes. We have aligned tasks within each function. This alignment will provide the flexibility to assign duties to those resources best able to perform tasks. Many administrative tasks such as intake, eligibility determination and voucher generation (all currently assigned to WorkSource Specialists) will be performed by support staff so WorkSource Specialists may focus on service delivery.

Adult and Dislocated Worker service delivery will be transformed from a primarily one-on-one desk-side model to a group-based model involving workshops and networking groups. Workshops provided in support of the PTE will be utilized in WIA training plans. Advanced career-seeker workshops are a highly effective method of preparing participants for gaining and retaining self-sufficient employment and will be retained. The addition of WorkSource Spokane Pro-Match, a networking based group activity, will provide a structured and effective means for work-ready participants to apply career search skills and actively engage in guided job search. Adult- and Dislocated Worker-funded staff will share facilitation of this group activity.

All members of the blended Adult and Dislocated Worker staff funded by this contract will be involved in industry navigation. Some will assume an industry navigator role; leading interaction in targeted industries with employers, partners, students, career-seekers and community organizations. Most will be actively engaged in helping students and career-seekers navigate the path to successful completion of their career readiness effort and employment. Others will focus their navigation effort on developing and filling employment opportunities. This effort will be especially important to the success of career-seekers who do not want or need formal training but could benefit from On-the-Job-Training (OJT).

Career Path Services WIA WorkSource Specialists will be significantly engaged in recruiting, job development/placement and ensuring student success. Career Path Services WIA staff will maintain a regularly scheduled presence on the SCC and SFCC campuses and work in conjunction with the Career Services groups on each campus. As relationships with various educational disciplines are expanded, specific Career Path Services WIA resources will be assigned support roles and will establish an on campus presence as mutually determined by the department and Career Path Services. This presence could consist of “office hours,” classroom visits or any combination of activities leading to student recruiting, academic success, and employment. WIA enrollment will continue to be a desired outcome of these efforts when WIA services are appropriate.

For PY13, the SWC is creating at least two blended positions with both industry navigation and caseload responsibilities.

* A staff person dedicated to the Energy, Waste Management and Apprenticeship industry with an emphasis on recruiting women and minorities to the trades. This person will be a resource to all staff when employers are interested in recruiting to meet selected demographic targets.
* One blended position serving adults and older youth. Young adults age 19-24 have been the hardest hit population in the recession. Approximately 20% of those served by the WIA Adult program fall into this age group; funds will be allocated to a NextGenZone staff person to expand services up to age 24. Their recruitment efforts will focus on these young adults to connect them to a healthcare career pathway that will lead to a secure future and self-sufficiency. Funding for this position will be allocated to appropriate program budgets and program-specific performance goals will be established.

WIA program resources will contribute to student, job seeker and employer success, as well as SWC and program results attainment, by providing expertise in:

Employer-Focused Recruiting – Maintaining frequent contact with employers to identify immediate and long-range hiring needs will facilitate enrolling, training and sourcing candidates. This intentionality will reduce time in program, improve common measures and build employer relationships. Efforts will be focused on targeted industries and contribute to identification and communication of employer training needs for new and current employees.

Connecting Students to WorkSource –Efforts are focused on student success while in school, and their successful transition to the workforce. This effort will expand engagement with SCC’s and SFCC’s Workforce Development groups and facilitate group-based outreach in classrooms and student orientations.

Pre-enrollment Placement Plan – WIA applicants will participate in developing placement timelines, desired wage, desired occupation and targeted employers. This information will be embodied in each applicant’s IEP after enrollment. Training, financial need, participation in workshops and job clubs, OJT, WEX and all other services will be provided based on the IEP.

Career Planning - Many job seekers come to us without knowing what job they want. A key element of our engagement with students and career-seekers will be the intentional and universal use of assessment tools, financial planning and career planning resources such as *Inspire Washington, Access 2 Experience, Start Next Quarter, Career Ladders and KeyTrain/NCRC assessment*. Outcomes from the use of these tools are coupled with industry trends, labor market information and information gathered from employers to help job seekers establish career goals and develop employment action plans.

Individual Employment Plan –The participant and a WorkSource Specialist will co-develop an IEP that identifies service needs and solutions. The IEP establishes specific activities to be completed and sets anticipated completion dates. Goals, financial requirements, training services, WEX, workshops and job club participation, and the availability of retention (follow-up) services will be addressed. The IEP will be a dynamic document, which, along with SKIES notes, serves as a roadmap for the Pathway to Employment and a record of activities along the way.

Individual Training Account (ITA) - Important elements in the IEP will be defining the training necessary to quickly gain employment in growth industries and implement a fast-track training plan. ITA will be a mechanism for providing training funds to help cover some of these costs, which may include tuition, books, tools and testing. ITA funds will be made available to help students complete their training when grants, participant funds and other resources (excluding loans) do not cover the total cost of attendance. Staff will work with participants to build a plan to support themselves while in training and to pay for training using PELL, WIA and other funding. We propose serving at least 115 students with ITA training funds in PY 2013.

On-Job-Training (OJT) - OJT will be a tool for enabling employers to expand their access to great employees. Rather than being limited to looking for experienced applicants, they will be able to recruit those with highly developed performance skills who might need to learn how to do the tasks required by the employer. SWC staff will assist with recruiting; submit appropriate candidates and assists in the development and execution of training plans. Employers will be reimbursed for a portion of the extraordinary training costs incurred. SWC proposes to provide 100+ OJTs in PY 2013. Dislocated Worker funds will be allocated to provide staff specifically focused on serving those who have been dislocated for over 21 weeks, to achieve full utilization of NEG-OJT (National Emergency Grant OJT) funds.

Work Experience (WEX) – In addition to career planning, job seekers and students nearing graduation often need job search assistance. Frequently they have the knowledge they need but lack the skills and experience demanded by employers. WEX will be used to provide employers the opportunity to see potential employees in action before hiring them. Inexperienced and long term unemployed career-seekers will have the opportunity to learn what it takes to meet employer expectations and gain exposure to the nature of specific jobs. A WEX may span from a few days to a few weeks depending on the mutual needs of employers and participants. Wages will be based on what the employer would normally pay an entry-level employee in a similar work assignment. During the WEX, Career Path Services will be the employer of record; participant wages, L&I and administrative costs will be paid from WIA funds. Historically, WEX opportunities have been created and completed on an individual basis. Our recent success in working with a group of 15 nursing students has shown that a cohort based WEX model is equally effective and produces a better return on investment. We propose to increase the use of cohort-based WEX development.

Supportive Services - Supportive services will be provided to program participants to help mitigate financial barriers to successful completion of training, job search and job retention. These services will be provided in accordance with SAWDC and WIA Unit Policies.

Career Seeker and Employer Workshops – Advanced career seeker workshops provide insight to the hiring process from the employer’s perspective. Attendees learn how to tailor their portfolio and presentation to illustrate the value they can bring to the position by demonstrating how they have contributed in past situations. These highly motivational sessions incorporate employer research, search strategies, and behavioral interviewing techniques. Immediately following these workshops, attendees receive intense coaching in applying these skills in their actual job search.  “Success on the Job,” the final workshop of the four workshop series, delivers specific tools and techniques enabling participants to enhance the likelihood of growth and wage progression once reemployed. Our highly successful Behavioral Interviewing workshop demonstrates how to use past performance as the best predictor of future performance on the job. Employers learn how they can focus the hiring process, enabling the interviewer to solicit, interpret, and evaluate meaningful examples of relevant past performance, resulting in a great fit for their organization. On Job Training programs provide employers with a tool that allows them to broaden their search, resulting in hiring candidates with exceptional self-management and performance skills, by providing a means of effectively teaching any necessary but missing task related skills.

In PY13, the SWC will serve 430 low-income adults and 443 dislocated workers.

**Next Generation Zone Youth Services**

Young adults continue to struggle with high unemployment. According to the Washington State Workforce Training and Education Coordinating Board, a Washington state study shows that one in six high school graduates is neither working nor in school. Many local youth living in poverty cannot find an entry-level job, let alone connect to a career pathway. To create change among the young workforce, there needs to be intentional career pathway exploration and work experience. Even though most youth struggle to see beyond securing entry-level employment, they can and should look towards higher-skill and higher-wage opportunities. The NextGenZone will continue to help youth connect to an employment pathway that will lead to self-sufficiency.

NextGenZone is the youth one-stop, working with over 2,000 young adults per year. The program focuses on providing young adults’ guidance to strengthen 21st Century skills by offering a tiered level of service. First-level services will be available to any youth between the ages of 16-21. One of the main services will consist of group work readiness training. These workshops will include job search strategies, interview training, resume preparation, and career exploration and assessments. The career exploration will incorporate the use of *Inspire Washington*. Over 270 young adults have created a profile on the site. After completing career assessments, participants may take a guided tour of their top identified options to see what the experts have to say about the reality of working in the field.

In addition to these workshops, some of the other services available to all youth will be access to a job board (updated weekly), use of computers, copier and fax for job search activities. A designated staff member will be available for one-on-one appointments. The other part of this person’s time will be dedicated to implementing and integrating an in-depth financial literacy program into services at NextGenZone. Through a partnership with United Way, cohorts of young adults will increase their financial capacity by participating in a 6-week class, one-on-one coaching sessions and follow-up for six months after class completion.

One challenge will be expanding our footprint to meet the demand for services, while working with reduced funding and staff. With that in mind, we will restructure staff positions and functions. Career Path Services will have 1.8 FTEs as WorkSource Specialists (WSS). The other .2 FTE for Career Path Services will be funded through the Adult program. This staff member will still be housed at NextGenZone but carry a blended caseload focusing on older, out-of-school youth, allowing services to be expanded to those up to 24 year old. Goodwill Industries will have 2.0 FTEs as WSS. NEWESD 101 will have 2.5 FTEs in the roles of youth services manager, program assistant, and core services coach. The core services coach, which will be a half time position, will have the remaining portion of her time leveraged by the United Way grant for financial literacy. In addition, the Institute for Extended Learning will provide a GED instructor. Furthermore, we have applied to hire an AmeriCorps member to assist with additional core services, tutoring and outreach.

Staff from NextGenZone will regularly present workshops on Labor Market Information (LMI) and work readiness skills, in high schools and to youth serving agencies. This will be incorporated with outreach to best maximize staff time. Last program year, NextGenZone staff delivered over 100 presentations to 2,000+ youth. To expand the reach, new ways to share labor market information across systems will be explored. This expansion will include collaborating with GSI on the Teach the Teachers series to deliver information to the high school teachers and counselors on one-day industry outings. Another example will include streamlining delivery within schools by targeting industry-specific sessions for students. This will vary by school but the intention will be to deliver the service to large groups of students interested at pre-set times of the year. The labor market information will be gathered from websites, Spokane’s local economist as well as employer focus groups. The purpose will be to share local statistics as well as what local employers look for in their future workforce.

When youth first come into NextGenZone, staff will identify youth needs and expectations. Those needing a GED will be sent directly to the classroom for a discussion with the teacher. NextGenZone has collaborated with the Institute for Extended Learning to operate the GED classroom since SWC’s beginning in 2007. The classroom will continue to focus on students 16-24 years old. Last program year, an average of 68 students per month worked in the classroom and 74 students attained a GED! We have private foundation dollars to help pay for tests when students are unable to cover the cost. With GED test changes on January 1, 2014, staff will make a more concerted recruitment effort so participants may complete testing prior to this date. Students will be able to prepare to take the GED while also developing literacy and numeracy skills. Often, previous students have been out of school for a long time and need to brush up on these skills. This approach will provide a nice pairing since raising these skills and attaining a GED will continue to support NextGenZone goals.

In-depth career exploration through *Inspire Washington* will continue to be used in weekly workshop series and all youth will have access to this resource. Each youth entering intensive services at NextGenZone will work with their WSS to complete the career assessment and build their Individual Service Strategy using assessment results. *Inspire Washington* youth feedback has been very positive and will continue to be incorporated into NextGenZone services.

For intensive level of services, NextGenZone will serve those most in need and ready to commit to a program that will ultimately connect them to a career pathway. Initially, the youth will meet with a WSS to discuss their needs, goals, and how the program will advance these goals. They will also be screened for eligibility, including veteran status, for priority of service. Once enrolled into intensive services, they will develop an Individualized Service Strategy (ISS), the comprehensive plan that guides work with the WSS. It will cover short- and long-term goals for education and employment. Through the ISS, staff ensures that all 10 WIA-required elements will be offered and available to participants. The ISS is fluid and will change over time. The WSS will check in regularly to monitor progress and offer assistance. The WSS will encourage and support them through this journey, which will involve a great deal of challenges and learning.

Early work experience (WEX) establishes good work habits and skills, whether paid or unpaid. Both will be used to explore careers and enhance the employability of a youth with limited work experience. Matching a WEX site and a youth will be based on the youth’s interests. Unpaid WEX will come in the form of job shadows (one to two days on site with a business/organization) as well as traditional community volunteer activities. These experiences will help youth gain work skills, identify prospective employer interests and priorities, network and take an active role in their community. Supervisors at these sites will become youth mentors – role models who help them learn positive work skills (both hard and soft skills) and offer feedback on areas needing improvement – all while exposing them to different careers within the organization. Mentors support youth during a time when having a champion and confidence booster is critical.

Paid work experiences will often become working interviews. Participants will learn the job from a skilled worker and then perform the job while the host site makes observations. If the employer is pleased with the youth’s performance and has an open position, they can then hire an employee who they have already trained. Even if the employer is not able to hire the participant, the WEX becomes an effective tool to help youth learn through a hands-on experience that builds confidence while providing a positive employment reference.

Paid work experiences also connect low-income young adults with a positive activity that provides much-needed income. SWC proposes working in partnership with SAWDC staff, board members and city and county government representatives to establish *Spokane Youth Works* – a WEX program that would be funded by area businesses to provide eligible youth with summer employment. The year one goal would be to secure a minimum funding amount for 25 privately funded work experience slots. These would be made available to youth eligible for free- and reduced-lunch, allowing NextGenZone to offer paid internships to low-income youth who are not registered with WIA.

SWC will take the next step in youth services by offering work-based learning in the form of two pilot cohorts in PY13 – one in healthcare and the other in manufacturing. The most recent skills gap analysis shows these two mid-level skills, high-wage industries projecting an undersupply of qualified workers between 2015 and 2020. The cohort pilot will bring together a group of like-minded young adults who will lead to a deeper sense of engagement as well as peer support as participants begin to realize that they face similar challenges and sustain each other through the process. Services through the cohort model will be delivered in a group setting. Staff will lead each cohort comprised of at least five participants. The WSS will work closely with their cohort’s industry navigator at WorkSource. Youth staff will interface with the WorkSource industry navigator to exchange information including lessons learned from local businesses, hiring requirements, local career paths and other youth employment information. The WSS focusing on healthcare will work closely with the internship coordinator from GSI’s Work101 to maximize healthcare WEX opportunities for students.

Cohorts will meet on a regular basis to build a supportive community, learn and review work readiness skills, participate in career exploration activities and industry tours, complete a minimum of two job shadows and culminate with a work experience paid at minimum wage for 150 hours within the industry. The healthcare cohort will target high school seniors, possibly from the healthcare track at the NEWTECH Skill Center. The manufacturing cohort will target out-of-school youth who have completed their high school diploma or GED. For the healthcare cohort, the intended outcome will be employment in the field at a higher than minimum wage and/or post-secondary training in a related field. The manufacturing cohort will likely have a targeted recruiting effort and the intended outcome will be unsubsidized employment at higher than minimum wage.

When working with youth, the most effective way to encourage change is through intentional coaching. While WIA resources have diminished and we are moving to more group-focused activities, there will still be a need for staff to build relationships through coaching. NextGenZone staff is currently going through intensive coach training through United Way. Service delivery will continue to be a collaborative effort between the WSS and the participant, focusing on the participant’s strengths and interests. As WSS’s implement this model, they will empower youth to hold themselves accountable, which leads to better engagement and outcomes. The coaching model provides an engaging way for staff to guide participants through addressing barriers as well as identifying career possibilities. The desired outcome will be for participants to be moving to self-sufficiency, which includes being personally and financially stable.

NextGenZone staff wants to do as much as possible to help youth experience success. This may come in the form of connecting them with community resources such as transitional housing or counseling. If there is a barrier that has been self-identified that cannot be helped with a community resource, assistance may be provided through support services. In the last two-and-a-half years, WIA has paid for 24 driver’s licenses and 22 state ID cards. Additional training needs have also been identified and met – including driver’s education for 23 youth and Certified Nursing Assistant training for 70 youth. Any time a young adult can raise their skills, whether it be in math or welding, they become one-step closer to success. The SWC aims to exceed target outcomes and ensure youth leave the program with more skills, tools and knowledge to continue to take the next steps towards a successful life.

NextGenZone has always placed a high value on helping young adults move forward. In the last five years as a consortium, the WIA program has served 1,417 registered WIA youth with 1,266 exiting. Of those exiting, 700 went directly into employment and another 110 went into post-secondary or advanced training. These are just two of the life changing outcomes we are looking to help young adults achieve. Since 2008, 655 youth earned a high school diploma or GED. Coupling this achievement with the training and work experience they received, they have opened the doors to successful futures. WIA funded 569 paid work experiences totaling $824,919 to provide hands-on skill building that also boosted confidence and enabled them to connect with employers and learn about new and exciting career paths and opportunities.

**Development of Staff as Knowledge Workers**

Training and information sharing will continue to be instrumental in the development of all staff as knowledge workers. Brief topic-specific training will be provided in monthly all-staff and WorkSource local discussion meetings. Information sharing also will occur at the Biz Buzz, a weekly business briefing where staff learns about hot jobs, upcoming hiring/recruiting events, local labor market information and training opportunities. Staff will also receive opportunities to talk with and ask questions of industry navigators and business services industry leads. Information gained from these briefings will be brought back and shared with program/units and customers.

**Management of Additional Funds and Budget**

In 2011, the consortium responded to the opportunity to implement and manage additional funds by developing a new and innovative budget allocation process to accommodate the diversity of funds available. We implemented this model in 2012 and have been successful in managing additional funds through 16 different contracts, enabling us to expand services to local job seekers and business customers. The current model allows multiple budget timelines and outcomes within the funding contracts, offering greater flexibility.

**Leveraged Funds**

Each partner brings leveraged resources into the WorkSource system. These resources will be used to directly benefit WIA registered participants. Many non-WIA resources will be provided through WorkSource to directly benefit Adult and Dislocated Worker WIA services. These include Wagner-Peyser, Business Services, Trade Adjustment Act, Veterans services, WorkFirst, specialized services for disabled clients, disability assistive technology, interpretation services in five languages, and unemployment insurance. The National Emergency Grant OJT Grant will be used to support 76 OJT’s for Dislocated Workers.

Employment Security Department: 6.5 Wagner-Peyser FTEs will serve job seekers in front end services and employment services, at a non-WIA cost of $499,727. Approximately 30% of these customers will receive a non-registered WIA core service through the front end at an estimated value of $149,918. Business services staff provides employer services at a non-WIA cost of $200,673 with WIA customers receiving approximately 30% of the benefit at an estimated value of $60,202. These two services add $210,120 in leveraged resources to Adult and Dislocated Worker WIA services. These leveraged resources will be allocated as follows: 52% to Adult services and 48% to Dislocated Worker services, based on planned customer service levels.

Career Path Services**:** will provide a mixture of co-enrollment strategies, participant wages and staff support from contracts with the Washington State Department of Commerce, and co-enrollment service options through the Division of Vocational Rehabilitation/Department of Developmental Disabilities. Community Jobs interns providing staff support, Commerce funded participant training, and staff time from these contracts provides an additional $67,000 in Adult budget leverage. Funding provided by the National Emergency Grant-OJT will provide $300,000 in direct client support, which will be leveraged to the Dislocated Worker budget.

Goodwill: will provide non-WIA funded staff to deliver customer focused workshops on topics such as job search strategies for individuals with a criminal background. Goodwill will offer resources through their McCarron-Dial vocational assessment process for five students at a cost of $1,000 each, for a total of $5,000. This process identifies possible barriers, evaluates education aptitude, hand eye coordination, interests and possible job matches. Goodwill also will offer $3,000 of computer lab training, at $50 per hour for six hours to 10 individuals. Goodwill will also provide co-enrollment with their Moving Forward Partnership, which helps homeless individuals become self-sufficient through employment. This partnership will serve 10 customers at $1,500 each, for a total of $15,000. Goodwill will provide access to in-service trainings and online training topics available through Goodwill Industries International.

NEWESD 101:

NextGenZone houses different youth programs and works closely with youth service providers in the community. NEWESD 101 will bring resources from YouthBuild, AmeriCorps, Northeast Washington Education Council (NEWEC) and a United Way grant for financial literacy. NEWEC will provide funds to help pay the cost of GED testing as well as transportation for students at a cost of $1,000. The United Way grant will provide financial literacy training to cohorts and staff at a cost of $58,150 per year. A partnership with the Community Colleges of Spokane IEL program will provide onsite GED preparation at a non-WIA cost of $58,755. Volunteers of America will provides transitional housing for 10 co-enrolled participants at a total cost of $25,000, an Independent Living/Transitional Living program for 15 WIA co-enrolled youth in foster care or formerly in foster care at a total cost of $45,000, and shelter, food and staffing support for 15 co-enrolled homeless youth at Crosswalk for a total cost of $37,500. Leveraged resources for youth total $225,405.

**Client Services Funding Split**

Dollars specifically allocated in the budgets, plus leveraged resources, bring total direct participant costs to over the 40% requirement.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Contract | Total Award | 40% Participant dollars Target | Direct participant dollars Budgeted  | Direct participant dollars Leveraged  | Direct participant dollars Total  | Total Participant dollars percentage |
| ADULT | $1,110,000 | $444,000 | $338,868 | $188,222 | $527,090 | 47.49% |
| DW | $1,060,000 | $424,000 | $211,811 | $411,898 | $623,709 | 58.84% |
| Youth | $909,000 | $363,600 | $246,097 | $225,405 | $471,502 | 51.87% |
| Site Admin | $25,000 | NA | NA | NA | NA | NA |

 **GENERAL TERMS AND CONDITIONS FOR**

**GRANT AGREEMENTS UNDER**

**THE WORKFORCE INVESTMENT ACT**

**Washington State Employment Security Department**

**And passed through the Spokane Area Workforce Development Council (SAWDC) to Contractor’s**

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**GENERAL TERMS AND CONDITIONS**

**PART I - DEFINITIONS**

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

1. "CLIENT" shall mean any agency, firm, organization, individual or other entity applying for or receiving services under this Contract.
2. "CONTRACTOR" shall mean that agency, firm, organization, individual or other entity performing services under this Contract. It shall include any SUBCONTRACTOR retained by the prime contractor as permitted under the terms of this Contract.
3. "AGENCY" shall mean the Employment Security Department of the state of Washington, any division, section, office, unit or other entity of that Agency or any of the officers or other officials lawfully representing the Agency.
4. "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.
5. "SUBCONTRACTOR" shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this Contract under Contract from the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" mean SUBCONTRACT(s) in any tier.
6. "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**

1. **ACCEPTANCE**

It is understood and agreed by and between the Agency and the Contractor that the Contractor's payment is conditioned upon satisfactory performance and acceptance by the Agency. The Agency reserves the right to withhold payment of any deliverable contingent upon acceptance of the deliverable by the Agency. If defects preventing acceptance of a deliverable are present, the Agency shall immediately notify the Contractor in writing of the nature of the defects and the method of remedy of those defects. The Contractor will take timely action to remedy defects as to permit acceptance of the subject deliverable. Notwithstanding the other provisions of this Contract, the Agency shall not unreasonably withhold acceptance of a deliverable nor reimbursement of the Contractor.

1. **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 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 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. 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 Agency.

1. **ADVANCE PAYMENTS PROHIBITED**

No payment in advance or in anticipation of services or supplies to be provided by this Contract shall be made by the Agency. In cost reimbursement contracts, the Contractor shall be entitled only to reimbursement for expenses incurred during the contract period for work accomplished as provided elsewhere in this Contract. In fixed unit price contracts, the Contractor shall be entitled only to payment for work accomplished during the contract period and in accordance with the terms of this Contract.

1. **ASSIGNMENT**

The work to be provided under this Contract, 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.

1. **ASSURANCES**

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

If this Contract is funded by the Workforce Investment Act (WIA), the Contractor shall conduct the program in accordance with the existing or hereafter amended WIA, the U.S. Department of Labor's regulations relating to WIA, and the Washington State WIA Policies.

Assurances Under Title I of WIA

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:

* 1. 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;
	2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
	3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
	4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
	5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
	6. The grant 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 grant applicant’s operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant 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.
1. **ATTORNEY FEES AND COSTS**

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

1. **CHANGES AND MODIFICATIONS**
	1. The Agency or Contractor may, from time to time, request changes in the services to be performed, or in the project undertaken. Such changes, including any increase or decrease in the amount of payment or reimbursement, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written modifications to this Contract.
	2. The Contractor may make changes to the budget, without a formal modification to the contract and without securing the prior approval of the Agency, under the following conditions:
		1. The revisions must not result in the need for additional funding.
		2. Such changes must not alter the scope of the Contract's Statement of Work and must not be prohibited by applicable federal or state statutes or regulations.
		3. No transfers are allowed from the training category or direct payments to trainees to other expense categories without a formal contract modification.
		4. The Contractor may vary actual expenditures within the major cost categories of the budget without securing the prior approval of the Agency when such variances do not exceed ten percent (10%) of the total costs originally budgeted in that category. Such variances may be between line items only and may not alter the total amount of money originally budgeted in the major cost category. The Contractor will send written notices of such changes to the Agency.
	3. Alteration of the terms of this Contract shall be valid only when in writing and signed by the authorized representatives of the parties.
2. **COMMENCEMENT OF CONTRACT WORK**

Unless specifically exempted, the state of Washington Office of Financial Management (OFM) requires that all sole source personal service contracts and amendments thereto and competitively bid personal service contracts for management consulting, organizational development, marketing, communications, employee training and employee recruiting be approved by OFM to become binding. The personal service contract and amendments thereto must be filed with OFM at least ten (10) working days prior to the effective date. No work may be performed nor any payment be rendered or obligation for future payment be incurred prior to the completion of the ten (10) working day period and approval of OFM.

1. **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by the Agency that there is a violation of the Ethics in Public Service Act, RCW 42.52, or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

In the event this Contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agency makes any determination under this clause shall be an issue and may be reviewed as provided in the DISPUTES clause of this Contract.

1. **CONFORMANCE**

If any provision of this Contract is in conflict with or violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

1. **CONTRACTOR REGISTRATION**

The Contractor agrees to complete registration with the Department of Revenue, Department of Labor and Industries New Account Division and Employment Security 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. Contractor will provide the Agency with its Washington Unified Business Identifier (UBI) number and its Washington Department of Revenue tax account number, and, if applicable, its Labor and Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. Required information will be provided prior to the Contractor commencing services under this Contract.

1. **COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Contract shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Agency effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under this Contract, but that incorporate preexisting materials not produced under this Contract, Contractor hereby grants to the Agency 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 Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

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

* 1. The copyright in any work developed under a contract; and
	2. Any rights of copyright to which a contractor purchases ownership with contract funding support.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Agency shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this Contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

1. **COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover by other means the full amount of such commission, percentage, brokerage or contingent fees. In no event shall the Agency be liable for any brokerage or contingent fees.

1. **DEBARMENT AND SUSPENSION**

The Contractor has provided, in Exhibit D to this 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.

1. **DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

1. **DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a Dispute Resolution Board, or arbitration.

1. **DUPLICATION OF BILLED COSTS**

The Contractor shall not bill the Agency for costs if the Contractor is being paid by another funding source for those same costs. Workforce Investment Act (WIA) costs are defined as any (1) administration, (2) direct training or (3) training related or supportive service charges.

1. **GOVERNING LAW**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

1. **INDEMNIFICATION, INSURANCE AND BONDING**
	1. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the state of Washington, the Agency, and all officials, agents, and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of this Contract. Contractor’s obligation to indemnify, defend, and hold harmless includes any claim by Contractor’s agents, employees, representatives, or any Subcontractor, or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor’s or any Subcontractor’s performance or failure to perform this Contract. Contractor’s obligation to indemnify, defend and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees or officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

* 1. The Contractor shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract, as follows:
		1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Contract activity but no less than One Million dollars ($1,000,000) per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
		2. Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

One millions dollars per occurrence, using a Combined Single Limit for bodily injury and property damage

* + 1. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/policies. All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give Agency thirty (30) days’ advance notice of any insurance cancellation.
	1. In the event the Contractor has been designated an agent for receiving or disbursing funds from the Agency, or where the Contractor has been furnished property in which the Agency has title in order to perform the responsibilities under this Contract, the Contractor shall ensure that:
		1. Every officer, director or employee who is authorized to act on behalf of the Contractor or any Subcontractors for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payment for program costs is bonded to provide protection against loss.
			1. Fiduciary bonding secured pursuant to this Contract must have coverage of One Hundred Thousand dollars ($100,000) or the highest planned advance or reimbursement for the program year.
			2. The Agency will require proof of fiduciary bonding and insurance coverage. The Contractor will provide copies of bonding and insurance instruments or certifications of same from the bonding/ insurance issuing agency. The copies or certifications will show the bonding or insurance coverage, who is covered, and the amounts.
	2. If self‑insured, the Contractor warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this Contract, and that the Contractor's Risk Officer or appropriate individual will provide to the Agency evidence of such insurance.
	3. The Contractor will provide the Agency with a copy of the applicable insurance facesheet(s) or certification of self‑insurance reflecting these coverage’s and limits defined in this section. Insurance coverage(s) must be effective no later than the effective date of this Contract and for the term of this Contract. Contractor shall submit renewal certificates as appropriate during the term of this Contract.
1. **INDEPENDENT CAPACITY OF CONTRACTOR**

The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Agency. The Contractor will not hold himself/herself out as, nor claim to be an officer or employee of, the Agency or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

1. **Information Technology Resources**

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

1. **INDUSTRIAL INSURANCE COVERAGE**

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

The Agency may:

* 1. Deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by Agency under this Contract; and
	2. 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 Contractor.

1. **LICENSING AND ACCREDITATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this Contract.

1. **LIMITATION OF SIGNATURE AUTHORITY**

Only the Commissioner or Commissioner’s delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the Commissioner or Commissioner’s delegate.

1. **LOBBYING ACTIVITIES**

The Contractor has provided, in Exhibit C to this Agreement, 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 Contract period.

1. **MAINTENANCE OF EFFORT**

The Contractor shall ensure the following:

* 1. That funds for training programs do not impair existing contracts for services, or result in the substitution of Federal funds for other funds in connection with work to be performed, including services normally provided by temporary, part-time or seasonal workers, or through subcontracting such services; and
	2. That funds for training programs result in an increase in employment and training opportunities over those which would otherwise be available.
1. **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 Contract on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce 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 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:

* 1. Deciding who will be admitted, or have access, to any WIA Title I - financially assisted program or activity;
	2. Providing opportunities in, or treating any person in regard to, such a program or activity; or
	3. 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 state of Washington Employment Security Department and any WIA policies and procedures issued.

The Contractor shall promptly notify the StateEqual Opportunity (EO) Officer at the Employment Security Department of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, national origin, age, disability, or political affiliation or belief; and againstany 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 StateEO 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 andto 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 financially assisted programs or activities:

“Insert name of Organizationis an equal opportunity employer and provider of employment and training services. Auxiliary aids and services are available upon request to persons with disabilities.”

In the event that one of the parties hereto refuses to comply with the above provision, the TERMINATION, SUSPENSION AND REMEDIES clause (Section NN) may be utilized.

1. **PATENT RIGHTS**

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

1. **PELL GRANTS**

If this Contract is WIA funded and involves participant training at institutions that are certified to participate in student financial aid, as appropriate the Contractor shall incorporate the use of Pell Grants to offset the costs of training, such as tuition, books, supplies, transportation, child care, miscellaneous expenses, and/or special costs for disabled participants.

1. **PRICE WARRANT**

The Contractor warrants that the cost charged for services under the terms of this Contract are not in excess of those charged any other client for the same services performed by the same individuals.

1. **RECORD RETENTION**

Contractor shall retain all books, records, documents and other material which reflect all direct and indirect costs of any nature expended in the performance of this Contract, including participant data for a period of three years after final payment under this Contract if WIA funded, or six years from termination of the Contract if non‑WIA funded. Records shall be retained beyond the above referenced retention periods if litigation or audit is begun prior to the end of the period referenced above, or if a claim is instituted prior to the end of the period referenced above involving the Contract covered by the records. In these instances, the records will be retained until the litigation, claim or audit has been finally resolved.

Records regarding discrimination complaints under WIA and actions taken thereunder shall be maintained for a period of not less than three years from the date of resolution of the complaint.

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

The Contractor shall use any private and confidential information provided under this Contract solely for the purpose for which the information was disclosed. The Contractor shall not disclose or misuse any private and confidential information under this Contract unless the disclosure is authorized by law. The misuse or unauthorized release of private and confidential information shall subject contractor, its employees or agents to a civil penalty of $5,000 and other applicable sanctions under state and federal law (50.13 RCW).

1. **SALARY AND BONUS LIMITATIONS (NOT APPLICABLE TO VENDORS)**

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 Department of Labor Training and Employment Guidance Letter (TEGL) 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.

1. **SEVERABILITY**

The provisions of this Contract 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 Contract.

1. **SINGLE AUDIT ACT REQUIREMENTS**

If the Contractor is a subrecipient of federal awards as defined by 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 the Contractor’s records available for review or audit by officials of the federal awarding agency, the Comptroller General of the United States, the General Accounting Office, 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 Contractor and its Subcontractors who are sub-recipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor expends $500,000 or more in federal awards during the Contractors fiscal year, the Contractor shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Contractor shall submit to the Contracting Officer named in this Contract the audit report and other appropriate documentation as required in OMB Circular A-133.

1. **SITE SECURITY**

While on Agency premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

1. **SMALL, MINORITY, AND WOMEN‑OWNED BUSINESS ENTERPRISES**

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

1. **SUBCONTRACTING**

The Contractor shall not subcontract work or services contemplated under this Contract and/or use an outside consultant except as provided for in the Statement of Work without obtaining the prior written approval of the Agency for the authority to enter into subcontracts. Contractor acknowledges that such approval for any subcontract does not relieve the Contractor of its obligations to perform hereunder. The Agency retains the authority to review and approve or disapprove all subcontracts. At the Agency's request, the Contractor will forward copies of subcontracts and fiscal, programmatic and other material pertaining to any and all subcontracts.

For any proposed Subcontractor the Contractor shall:

* 1. Be responsible for Subcontractor compliance with these General Terms and Conditions and the subcontract terms and conditions; and
	2. Ensure that the Subcontractor follows the Agency's reporting formats and procedures as specified by the Agency.
1. **TAXES**

It is mutually agreed and understood that all payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor staff be the sole liability of the Contractor

1. **TERMINATION, SUSPENSION AND REMEDIES**
	1. Termination or Suspension for Cause

In the event the Agency determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Agency has the right to suspend or terminate this Contract. Before suspending or terminating this Contract, the Agency may, at its sole discretion, notify the Contractor in writing of the need to take corrective action. If corrective action is not taken the Contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

The Agency reserves the right to suspend all or part of this Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate this Contract. A termination shall be deemed to be a “Termination for Convenience” if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Agency provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

The Agency reserves the right to immediately suspend all, or part of, this Contract, and to withhold further payments, or to prohibit the Contractor from incurring additional obligations of funds when it has reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of the Contractor under this Contract.

* 1. Termination for Funding Reasons

The Agency may unilaterally terminate this Contract in the event that funding from federal, state or other sources becomes no longer available to the Agency or is not allocated for the purpose of meeting the Agency's obligation hereunder. In the event funding is limited in any way, this Contract is subject to re-negotiation under any new funding limitations and conditions. Such action is effective upon receipt of written notification by the Contractor.

* 1. Termination for Convenience

Except as otherwise provided in this Contract, the Agency may, by ten (10) days’ written notice, beginning on the second day after mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Agency shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

1. **TERMINATION PROCEDURE**

Upon termination of this Contract, the Agency, in addition to any other rights provided in this Contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the TREATMENT OF ASSETS clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency and the amount agreed upon by the Contractor and the Agency for (1) completed work and service(s) for which no separate price is stated; (2) partially completed work and services; (3) other property or services which are accepted by the Agency; and (4) the protection and preservation of property, unless the termination is for default, in which case the Agency shall determine the extent of liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the DISPUTES clause of this Contract. The Agency may withhold from any amounts due to the Contractor such sum as the Agency determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination and except as otherwise directed by the Agency, the Contractor shall:

* 1. Stop work under this Contract on the date, and to the extent specified, in the notice;
	2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of work under this Contract as is not terminated;
	3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agency, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
	4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agency to the extent the Agency may require, which approval or ratification shall be final for all purposes of this clause;
	5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agency any property which, if the Contract had been completed, would have been required to be furnished to the Agency;
	6. Complete performance of such part of the work as shall not have been terminated by the Agency; and
	7. Take such action as may be necessary, or as the Agency may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Agency has or may acquire an interest.
1. **TREATMENT OF ASSETS**
	1. Title to all property furnished by the Agency shall remain in the Agency. Title to all property purchased by the Contractor the cost of which the Contractor has been reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. The title shall only pass to the Contractor if the Agency specifically agrees to grant title in this Contract for asset(s) purchased.
	2. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein, or approved by the Program Manager in writing, be used only for the performance of this Contract.
	3. Property will be returned to the Agency in like condition to that in which it was furnished to the Contractor, normal wear and tear excepted. The Contractor shall be responsible for any loss or damage to property of the Agency in the possession of the Contractor which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain said property in accordance with sound management practices.
	4. If any Agency property is damaged or destroyed, the Contractor shall notify the Agency and shall take all reasonable steps to protect that property from further damage.
	5. The Contractor shall surrender to the Agency all property of the Agency upon completion, termination or cancellation of this Contract.
	6. All reference to the Contractor under this clause shall include any employees, agents or Subcontractors.
2. **USE OF NAME PROHIBITED**

The Contractor shall not in any way contract on behalf of or in the name of the Agency. Nor shall the Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the Agency.

1. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by authorized representative of the Agency.

1. **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).

1. **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).

1. **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 Grantees and sub-grantees when required by Federal grant program legislation.

1. **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).

1. **WAGES 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 grantees and subgrantees 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 20th 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.
* Stand-in Costs 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.

Stand-in costs – are non-Federal costs that may be substituted for disallowed grant costs when certain conditions are met. Reference information in the Department of Labor One-Stop Comprehensive Financial Management Technical Assistance Guide Part II July 2011, Chapter 12. <http://www.doleta.gov/grants/pdf/TAG_PartII_July2011.pdf>

Stand in costs must be reported to the SAWDC quarterly on the Monthly Report of Accrued Expenditures Report.

**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 SAWDCagrees to periodically disburse tothe 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) within 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.

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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. The Workforce Investment Act of 1998, as amended.

<http://www.doleta.gov/usworkforce/wia/act.cfm>

* 1. The Workforce Investment Act Final Regulations, August 11, 2000, as amended. <http://www.doleta.gov/usworkforce/wia/act.cfm>
	2. 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>
	3. Washington State WIA Title I-B/ARRA Policies, as referenced and applicable.

<http://www.wa.gov/esd/policies/title1b.htm>

* 1. 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.

* 1. <http://www.wdcspokane.com/policies>
	2. Washington State and U.S. Department of Labor – multiple links provided on the Spokane Area Workforce Development Council website.

 [http://www.wdcspokane.com//WAStateLinks.html](http://www.wdcspokane.com/WAStateLinks.html)

* 1. U.S. Department of Labor – multiple links provided on the Spokane Area Workforce Development Council website. <http://www.wdcspokane.com/workforce-professional-resources>
	2. 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.

1. The contractor assures that it will abide by the decisions and recommendations made by the Spokane Area Workforce Development Council.
2. 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.
3. Grant Agreements between the SAWDC and the State of Washington are on file at the SAWDC office.

Rev. 3/11

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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.”

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**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.