

 <b>S P O K A N E W O R K F O R C E C O U N C I L</b>	<b>Contract Agreement #110023005 CPS WIOA PY2023-2024 One Stop Operator</b>
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## CONTRACT AGREEMENT FOR WORKFORCE DEVELOPMENT SERVICES

The parties to this Agreement are Spokane Area Workforce Development Council, (dba Spokane Workforce Council) hereinafter referred to as "SWC" or "GRANTOR," and **Career Path Services**, hereinafter referred to as the "CONTRACTOR." In this Agreement, either the CONTRACTOR or SWC may also be referred to individually as a "party" or jointly as the "parties", and the Contract Agreement as "Agreement" or "Contract."

WHEREAS, the SWC is the grant recipient and administrative entity for the Workforce Investment Activities for the Spokane City and County Workforce Area pursuant to the Workforce Investment & Opportunity Act of 2014 (WIOA) as amended; and all activity performed pursuant to this Contract Agreement and all subsequent modifications will be in accordance with the Workforce Investment & Opportunity Act (WIOA) of 2014, and accompanying regulations, Department of Labor Employment & Training Administration, local laws, rules, and regulations, as well as all Washington State and SWC Policies and guidelines.

Name and Address of Parties	
<b>GRANTOR:</b> Spokane Workforce Council 140 S. Arthur St., Suite 300 Spokane, WA 99202  Washington State UBI Number: 603-221-233 Federal Tax ID: 46-0684743 UEI Number: NX8FJ4C16388	<b>CONTRACTOR:</b> Career Path Services 816 W Francis Ave, #1028 Spokane, WA 99205  Washington State UBI Number: 601-151-579 Federal Tax ID: 91-1032846 UEI Number: KHEJK7NUW388 <input checked="" type="checkbox"/> Subrecipient Agreement (when checked) <input type="checkbox"/> Sole Source (when checked)
Contact Information	
<b>For SWC:</b> Program Contact: Jessica Clayton E-mail: jclayton@spokaneworkforce.org Fiscal Contact: Jeanette Facer Email: jfacer@spokaneworkforce.org	<b>For CONTRACTOR:</b> Program Contact: Cami Eakins Phone: (509) 323-1228 E-mail: ceakins@careerpathservices.org Fiscal Contact: Ron Poplawski Email: rpoplawski@careerpathservices.org
<b>Purpose:</b> The CONTRACTOR shall serve as site operator supporting employment and training programming for eligible disadvantaged and hard-to-serve persons which removes barriers to labor force participation and which results in increased employment and earnings and the reduction in welfare dependency for program participants. Subject to other provisions, the work shall be performed per the Statement of Work/Work Plan unless terminated sooner as provided herein.	
<b>Maximum Amount Payable</b> Total Fund Sources: \$38,496	<b>Contract Period</b> July 1, 2023 – September 30, 2023



# SPokane WORKFORCE COUNCIL

**Contract Agreement #110023005**  
**CPS WIOA PY2023-2024**  
**One Stop Operator**

## Indirect Cost Rate

Federally approved indirect rate: n/a  
Negotiated indirect rate: 12% of total direct costs  
De minimis indirect rate: n/a

Pursuant to OMB 2 CFR §200.414 an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient, or a de minimis indirect cost rates as defined in §200.414 shall be used.

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

- Statement of Work/Work Plan
  - PY22 RFP Proposal Submitted by Contractor
  - PY22 RFP Requirements
- General Terms & Conditions
- Assurances
- Certification Regarding Lobbying
- Certification Regarding Debarment
- Budget for each fund source applicable
- Performance Targets

## Federal Funding Information

All terms specified under 2 CFR 200.332 “Federal Funding Information” and System Policy 5250 for WIOA Program (Adult/DW/Youth) will be incorporated by reference into this grant. This referenced information may be found under PY2023 Subaward Information Table at the following link: <https://wpc.wa.gov/grants/WIOA>

Awarding Agency: US Department of Labor (“DOL”)

Funding Source: Workforce Innovation and Opportunity Act

CFDA Number: 17.258,17.278, 17.259

Federal Award Identifier Number (FAIN): 23A55AT000043 (Adult), 23A55AW000042 (Dislocated Worker), 23A55AY000017 (Youth)

Amount: \$27,083,566

Budget Approved by Federal Awarding Agency: N/A

Pass-through Entity: Washington State Employment Security

Is this grant for R&D? Yes ☐ or No ☒

## Federal Award Terms

All rights and obligations of the parties to this Agreement shall be subject to and governed by the Federal Award Terms Workforce Innovation and Opportunity Act (WIOA) Programs Adult/Dislocated Worker/Youth, incorporated herein by reference and available at the following link: <https://wpc.wa.gov/grants/WIOA> .



## SPOKANE WORKFORCE COUNCIL

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### **Regulations and Cost Principles**

In performing its responsibilities under this Agreement, the CONTRACTOR hereby certifies and assures that it will fully comply with the Federal government's Uniform Guidance at 2 CFR Part 200, including any subsequent amendments.

### **Materials and Communication**

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

It is required that the Contractor communicate exclusively with the SWC regarding the specifics of the contract, including contract details, work to be completed, issues that arise, modifications needed, etc. Should the Contractor determine a need to communicate with the SWC's fund source regarding the contract, including work to be completed, that communication will be routed through SWC staff, and SWC staff may choose to participate in all conversations that involve the SWC's contract with the fund source(s) and the Contractor. Failure to adhere to this requirement may result in breach of contract and withdrawal of grant funds.

### **Mileage Reimbursement Rates**

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

### **Consultants**

For the purposes of this award, fees paid to a consultant who provides services under a program shall not exceed the per day maximum as specified in the US DOL/ETA Notice of Award "Federal Award Terms" for WIOA Program (Adult/DW/Youth), without prior approval from the Grantor.

### **Foreign Travel**

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

### **Payment Schedule**

This is a cost reimbursement contract. The SWC shall pay an amount not to exceed the current budget for each applicable fund source and for the performance of all the things necessary for or incidental to the performance of the work set forth in the statement of work/work plan and in accordance with the budget both of which are incorporated by reference.

### **Billing Procedure/Fiscal Reporting**

For each fund source, the Contractor will be provided a Monthly Report of Accrued Expenditures / Request for Funds Report which is to be emailed in its original format to Jeanette Facer [jfacer@spokaneworkforce.org](mailto:jfacer@spokaneworkforce.org) and Jessica Clayton [jclayton@spokaneworkforce.org](mailto:jclayton@spokaneworkforce.org). Reports are due electronically the 20th day following the end of each month and a final report at closeout. If changes are necessary for these billing procedures, please contact Jeanette Facer for approval.



## SPOKANE WORKFORCE COUNCIL

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### **Program Reporting**

As defined by the SWC, the Contractor shall report program information to Jessica Clayton [jclayton@spokaneworkforce.org](mailto:jclayton@spokaneworkforce.org) (CC [programteam@spokaneworkforce.org](mailto:programteam@spokaneworkforce.org)). Reporting will be submitted quarterly on the 20<sup>th</sup> day following quarter end, unless otherwise defined or instructed.

### **ETO**

All client records must be entered into the Efforts to Outcomes (ETO) System unless defined differently.

**Client Tracking:** All required client information must be entered into ETO or its successor.

Lookup Description: WIOA Adult, or WIOA Dislocated Worker, or  
WIOA In School Youth or WIOA Out of School Youth

**End of Contract Closeout:** A Program Closeout packet will be sent upon completion of program and is due back to the SWC as defined in packet instructions.

### **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order (as applicable):



- 1) Applicable Federal and State Statutes and Regulations;
- 2) Those Terms and Conditions as contained in this Agreement;
- 3) The General Terms and Conditions attached hereto and incorporated herein;
- 4) The Statement of Work/Work Plan incorporated herein;
- 5) Any other provisions of this Agreement whether incorporated by reference or otherwise.

### **ELECTRONIC SIGNATURES, COUNTERPARTS, AND DELIVERY**

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

 <div data-bbox="435 115 820 262"> <p>S P O K A N E W O R K F O R C E C O U N C I L</p> </div>	<p><b>Contract Agreement #110023005</b>  <b>CPS WIOA PY2023-2024</b>  <b>One Stop Operator</b></p>
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The undersigned execute this Agreement on behalf of the CONTRACTOR and SWC and, by doing so, legally obligate and bind the CONTRACTOR and SWC to the terms and the conditions of this Agreement.

Spokane Workforce Council	Career Path Services
<div data-bbox="203 640 454 724">  </div> <div data-bbox="203 693 227 724">x</div> <div data-bbox="203 724 867 766">By: Mark Mattke</div> <div data-bbox="203 787 867 829">Title: Chief Executive Officer</div> <div data-bbox="203 871 867 934"> Date: 08 / 30 / 2023 </div>	<div data-bbox="885 640 1169 724">  </div> <div data-bbox="885 693 909 724">x</div> <div data-bbox="885 724 1536 766">By: Cami Eakins</div> <div data-bbox="885 787 1536 829">Title: CEO</div> <div data-bbox="885 871 1536 934"> Date: 08 / 29 / 2023 </div>



## careerpathservices

*Breaking the Spirit of Poverty through the Dignity of Work*

May 2, 2022

Executive Summary WorkSource Operator

Since 2016, Career Path Services has partnered with the Spokane Workforce Council to transform and establish a premiere integrated One-Stop Campus. We submit our response to the WorkSource Campus Center Operations-WorkSource Operator RFP with pride, confidence, and a commitment to pioneer groundbreaking work in the field of workforce development.

As an organization that has held this contract since its establishment, we bring a plethora of institutional knowledge, experience, and a heightened awareness of the critical work that must be done at this time. We have spent the last three years responding to a global pandemic, something that disrupted every aspect of our existence. We pivoted and responded, proceeded with care and caution, and are grateful to finally return to a time where supporting and serving the workforce needs of our community is proceeding in a new and exciting way. Our response aligns with the Council's vision and details how we are and will address the innovations, the challenges, and the care needed to support business, job seekers, and staff in the "new" normal.

As you read our proposal, you will notice four predominant themes:

1. The under-served population: We observe the workforce needs in our community; however, we are not interacting with as many job seekers as we have in the past. Our system has historically relied upon being a part of an ongoing effective process that best supported a flourishing economy and community. We now see how a new strategy and direction are in dire need as we strive for greater impact by addressing the drivers of poverty through our "heartwork".
2. A gap in talent: Employers cannot find the talent they need to hire, train, retain and grow their business. Working with the Talent Solutions Team, the WSO will coordinate and lead efforts to ensure our services and staff are in support of the current and ever-evolving needs of the employers in our community.
3. Post pandemic working conditions: We remain committed and steadfast with our commitment to train and develop our staff and have expanded our focus to include a greater degree of intent with items such as safety, and well-being. So much of what we do has changed and we embrace these items with a desire to ensure our working environment is one where the staff excels.
4. Statistical performance: We hold in high regard our ability to tell the story utilizing real-life examples of our customers' lives and the impact our system has made on them and their families. At the same time, we strive to establish a more robust data gathering and analysis process. Blending Customer-Centered Design (CCD) efforts with data will position us to identify the need, monitor progress, and pivot as needed.

We appreciate your time, attention, and consideration and look forward to preserving our past while creating a new future, together with the Spokane Workforce Council with our overarching desire to break the spirit of poverty through the dignity of work.

Best,

The Career Path Services Team

## **A. Experience and Philosophy**

*1. Visionary leadership while operating within structured rules and guidelines, including innovative approaches successfully implemented. Provide examples.*

### *a. Visionary leadership while operating within structured rules and guidelines*

Career Path Services is an equity-centered workforce development and human services nonprofit corporation. We disrupt the drivers of poverty through equitable access to economic opportunity and financial stability. For 51 years, our mission, purpose, vision, and values have directed us to the customers we serve, the goals we set, and the impact we make. To date, we have provided services to more than 250,000 people seeking employment using our field-tested program models.

Our success highlights our commitment to innovative practices, emphasis on continuous improvement, and the culture we create. Our employees foster environments of empathy, inclusion, and compassionate instruction with customers, creating holistic and strength-based plans that lead to employment and self-sufficiency. We connect employers to the talent they need and connect participants to the resources they need: wraparound support and unsubsidized employment with self-supporting wages and a career pathway. In 2016, we expanded our model from program service delivery to include system leadership through One-Stop Operations. Our success in holding this role has improved overall cooperation and integration at WorkSource Spokane.

Senior Leaders guide and sustain the organization by building an inclusive, transparent, and transformative culture, providing the framework for accomplishing short and long-term goals and giving staff the systems and the autonomy to go out and do “good” well. This framework empowers our WS Operator to carry forward principles that influence and impact the systems they work within. Our framework for success includes visionary leadership and structured rules:

- The Global Pandemic disrupted operations and daily life for all of us. Our agency was able to adapt to the ever-changing landscape by focusing on four critical elements during the crisis: 1) Hope - articulating a clear plan and focusing on things that we could control. Staff, see how they, and their work, fit into the bigger picture. 2) Stability - through clear expectations and professional development, the staff is prepared to do the work, meet basic needs, and elevate service levels. 3) Trust - leaders provide timely information and coaching, empowering individuals to do their best work. 4) Compassion - our organization cares about the well-being of staff, understanding individuals' situations, and connecting to resources that improve their well-being. These same principles have guided us as our team returned to the office to provide in-person services.
- As a non-profit agency funded through diverse sources, we are guided by internal and external policies and operating procedures. Well-developed policies, systems, and infrastructure guide our work. Policies are written to assist in accomplishing agency and fund source goals and ensure consistent actions and decisions. The leadership team is responsible for studying and understanding rules and guidelines attached to funding and ensuring the right policy is in place, understood, effectively managed, and followed. For example, when the Spokane Workforce Council (SWC) secured funding to assist customers with rent during the pandemic, we quickly learned the system requirements, successfully deploying more than \$2.3m back into our community through rental assistance.
- Our contracts define our short-term objectives while our strategic plan guides our long-term goals. The Board of Directors and Senior leaders work with the entire leadership team to set clear team goals, communicate the goals, and measure progress toward goal achievement.
- We use various tools to communicate organizational priorities, vision, and goals with staff. Senior leaders visit individual teams to communicate/reinforce our vision and show appreciation for accomplishments. Throughout the year, all agency meetings, video messages, and team communications platforms are used when rolling out new initiatives or changes; a monthly all-staff newsletter keeps employees connected and informed, quarterly email updates keep staff apprised of board actions and organizational growth with a view to what is on the horizon.



### *b. Innovative approaches successfully implemented – provide examples*

Our innovation comes through our ability to build strong partnerships and provide visionary leadership. We build trust-based relationships through coordination, cooperation, and communication. This approach has allowed us to collaborate in new ways with Fund Sources; Local, State, and Federal Agencies; CBOs; Community Action Councils; Non-Profits, Foundations; Employers; Colleges, and Training Providers, addressing macro-economic and social issues that impact system outcomes.

Recognized as a partner of choice throughout the state and known for being a leader in Integrated Service Delivery (ISD), we are flexible, transparent in communications, quickly adopt new approaches and bring innovation to our practices while ensuring programmatic integrity. We believe the customer is more important than any agency's agenda, and we strive to give the customer all the services they need.

Examples include:

- We have built a reputation for excellent service and leadership by embracing a culture of innovation and process improvement utilizing customer-centered design (CCD). These approaches to the partnership were critical as we responded to the Global Pandemic in 2020. Within the WorkSource (WS) system, the response took a coordinated effort and alignment of multiple agencies. Overnight, the entire workforce shifted to remote work, and within days, we created a robust set of virtual services. The same coordinated effort was needed as staff transitioned back to in-person services in July of 2021. It was not without bumps, but we have strong partnerships, an amazing WorkSource (WSO) Operator, and a willingness to address challenges. The result is an effective model that gives the customer a choice of in-person or virtual services.
- We have held the role of WSO at the WS Campus since 2016. We found a visionary leader in Kevin Williams, who embodied our leadership principles and culture to serve the WS System without bias toward any one organization. In 2021, Kevin moved into a new role within the system. Utilizing our proven approach, we were able to hire a new WSO, Lori Veitenheimer. Lori comes from within the WS System, having been mentored by Kevin, paving the way for a smooth transition. She brings new skills and continues to improve the customer and staff experience.
- To date, Lori has effectively and successfully re-opened our WorkSource office, benefiting customers with in-person service options, and bringing all staff back in the office within sixty days. Shortly after reopening, the Omicron variant created a new problem: exposure protocols requiring staff to isolate for extended periods impacted our ability to serve customers. We utilized a customer-centric, staff-focused approach to implement a temporary hybrid work schedule. At the same time, Lori has led our WorkSource office through various significant changes, including a workload assessment and adjustments to ensure our customer needs were met during a significant reduction in staff due to recruitment and hiring challenges and the vaccination mandates.
- The WSO in collaboration with the Consortium, created and implemented a Customer Assistance Resource Team (CART) to separate and align customer assistance services from essential services.
- Implementation of a locally created appointment scheduling tool reduced wait times for customers and increased overall engagement.

### *2. Fostering collaboration and partnerships, including operating in an environment with functional supervision, and aligning efforts across multiple entities or agencies.*

We have expanded our table by inviting a thoughtful and diverse collection of partners, employers, policymakers, and the public to engage in dialogue, learn from each other, and open a genuine and fully inclusive discussion about the future of work. We proactively implement and adapt our strategies to position the organization and the systems we operate within to thrive as we move into the future. Now more than ever, we must understand the impacts of a global pandemic to identify the key drivers in this changing landscape. The more empowered and informed we are to tackle this adaptive challenge with creativity and insightful practicality will ensure that this transition to the “new” world of work is positive, productive, and smooth.



We cultivate partnerships broadly, recognizing each partner brings competencies, credibility, community positioning, and best practices to strengthen the customer's overall experience. When systemic deliverables are shared across a diverse partnership, it optimizes every partner's network, expertise, and shared resources. The WS Operator brings together leadership, front-line supervisors, and staff to solve problems, make decisions, and implement policies and procedures that drive integration, leading to positive systemic results. A unified leadership team led to transformational change for WorkSource Spokane, increasing efficiencies and improving customer service. As we now transition to a post-pandemic world, the WSO leads the team to the next iteration of transformation.

As a founding partner in the Spokane Workforce Consortium (Consortium), we have led the WS Campus's effort to implement and allow our staff to be functionally supervised. In 2016, the Consortium successfully organized staff into functional teams that offer services to meet the customer's needs instead of being siloed by an agency or program. We accomplished this through governance documents and delivering united messaging to staff. The SWC COO functionally supervises our WS Operator.

The role of our WS Operator is to coordinate and ensure that the blended teams are working toward the same common team goals. Current agencies include Career Path Services (CPS), Employment Security Department (ESD), Goodwill Industries on the Inland Northwest (GIIN), Division of Vocational Rehabilitation (DVR), Labor and Industries (L&I), and the Community Colleges of Spokane (CCS).

The Functional leader structure includes The Team Manager (Functional Leader), who coordinates the day-to-day work duties of a particular team. In some cases, the functional supervisor may differ from the agency supervisor. The Team Manager and Agency Supervisor (Agency leader), if different, work together in concert with evaluations, leave requests, reimbursements, training, and other communications. We invite partners to be part of the hiring process and collaborate on training and onboarding when hiring staff. The agency supervisor is involved when day-to-day issues are identified as performance and development concerns. This model has proven to be successful. The role of the WSO is to work with all partners to ensure that functional supervision can be fully implemented, working with agencies to address, and overcome potential barriers to integration.

To reinforce best practices and assure high-quality service for our customers, we invest in our leaders and staff through professional development (PD) plans to improve competencies and encourage industry-recognized certifications. Training includes technical and essential skills, such as conflict resolution, crucial conversations, career coaching, HR laws and practices, diversity/equity practices, and CCD techniques. Training and information sharing occur weekly during all-staff PD sessions.

### *3. Monitoring system integrity, measuring customer satisfaction, staff morale and staff wellbeing and implementing changes as necessary.*

We strive for excellence, accountability, and consistency in contract implementation and compliance; we ensure compliance through the diligence of effort and adherence to policies and procedures. We address contract compliance issues through our Career Path Services Global Policies, Unit, and SWC policies. Our program and fiscal report systems routinely pass the scrutiny of fund source monitoring units and local, state, and federal auditors. The WS Operator understands these corporate principles and expands them to center-wide systems by working closely with leaders and managers to ensure that work is data-driven and done according to policy, implementing changes as warranted.

Additionally, our WS Operator supports the infrastructure needed to ensure system integrity by understanding all partners' contracts, performance, and data requirements. The Financial Aid Resource Management Team (FiRM) is responsible for oversight of direct client funds, eligibility, performance outcomes, and data integrity. Contract point persons ensure all team members are trained in all contractual updates. Every member stays up to date with all contracts, and as a result, each contract now has multiple checkpoints ensuring consistent and uniform monitoring success. This level of integration and innovation, in combination with highly skilled staff and quality training, has ensured that through the integration of funds and staff, the WS Campus has successfully passed monitoring through the Department of Labor (DOL), ESD, and the SWC.

We have historically utilized various methods by which customer feedback is elicited and changes are implemented. Examples include paper and email surveys and workshop pre/post surveys. All surveys were conducted to gather customer input regarding their experience with WS. New and additional efforts to improve this critical process are referenced later in this document.

Career Path Services is proactive in addressing staff morale and wellbeing. We recognize the pandemic created additional challenges in maintaining high functioning teams and high morale. Our leadership worked together to adapt and respond to staff needs and well-being in coordination with partners. CPS also offered its staff support in the form of additional flexibility in work hours and locations, set up of home offices for the team to ensure optimal connectivity, offered additional forms of personal and medical leave, and in many cases, additional compensation. We recognize it is crucial to strike a balance between staff's need to feel comfortable and safe in their working environment and the genuine needs of customers, many of whom have barriers to accessing services via technological platforms. We are striving to maintain flexibility while setting clear guidelines for in-person expectations.

#### *4. Utilizing Customer Centered Design principles to guide key decisions and strategies.*

On the WS Campus, we use CCD to create dynamic, positive, and meaningful change. Our ability to “jump in fully” with CCD in creating an integrated model ensured other agencies could follow. When a vision or idea is generated, we utilize CCD methodologies with customers and staff to get feedback, learn their ideas, and create prototypes to test new and innovative concepts. Through this, staff feels ownership of the center and joy in the work they helped to create.

The WS Operator has created an environment based on the principles of CCD. Over 49% of staff have been formally CCD trained to develop solutions in the service of people. These skills have allowed staff to develop their understanding of performing ethnographic, participatory, and evaluative research and have increased our capacity to ideate, prototype, and design service delivery based on customer needs. CPS staff have contributed to bringing their customer-centric culture to the WS campus and taking the lead on exacting change through CCD principles. The WSO is committed to supporting staff to pursue the training necessary to ensure CCD concepts remain at the forefront of all decisions.

#### *5. Information sharing across a variety of partners and programs and working on diverse/divergent issues or agendas to reach outcomes.*

All our fund sources and partnerships require regular and meaningful information sharing among all partners involved. CPS's senior leadership and the WS Operator meet with executives from the consortium and the SWC to ensure clear open communication, give oversight to our operating managers, evaluate contractual performance, and collaborate with the WSO to provide information and vision to staff.

The WS Operator meets weekly with the WS Leaders to ensure and support the exchange of crucial information required to operate an integrated office effectively. In addition, the WSO has begun to meet regularly with all campus leaders. These meetings support an ongoing desire to serve and function as a One-Stop Campus. When sharing information with leadership and staff, the WSO ensures space is provided to allow input from everyone, supporting a divergent approach, accepts all input as worthy of consideration, and ensures the appropriate people contribute to final decision making.

Examples of how we embrace collaboration on diverse items include:

- A building and campus-wide approach regarding the safety of our staff, co-owned safety policy, working together on an agreed-upon escalation response, and coordinated leadership response.
- Collaborating on the usage of external resources to provide guidance and support through professional development for the well-being of all campus staff.
- Sharing community service information through the WorkSource website, Facebook, and LinkedIn.
- Collaboration efforts currently underway include the WS Operator, in partnership with the RCSC Operator, to ensure critical information is shared outside of the WS Campus while creating an

opportunity for WS to better understand the services and needs in our community. Examples of outreach efforts include House of Charity, Head Start Construction, and the New Hope Resource Center. These efforts have improved connectivity resulting in both the RCSC and WS being invited to participate in future community events.

- To reach the broader community we promote events, share labor market information, and career opportunities, and attend neighborhood events.

#### *6. Serving diverse customers and ensuring diversity, equity, and inclusion for all.*

In 2019 CPS embarked on understanding the role of systemic racism using the [Washington Race Equity and Justice Initiative](#). The journey included an assessment of our policies and practices, creating a staff-led Race, Equity, Inclusion, and Diversity (REDI) Core Team, and extensive investment in training and education. CPS's board, leadership, and staff are committed to understanding their own identity and how it impacts others, showing respect and sensitivity to cultural differences.

Diversity and inclusion are hard-and-fast principles that guide building our teams, cultivating leaders, and creating a culture where difference is valued. We intentionally focus our work on serving the most vulnerable and at-risk populations, empowering individuals through services tailored to their individual goals and the needs felt within their communities and reinforcing their role as the "expert." Our experience operating programs specifically serving people living in poverty, re-entry populations, refugees, immigrants, and persons with Limited English Proficiencies (LEP) informs our organizational acumen and demonstrates our commitment to serving individuals in a way that honors their background and culture and uses their feedback to inform service delivery.

The WS Operator has actively engaged in ongoing diversity, equity, inclusion discussions, meetings, and training. The focus of such efforts sets a strong foundation of understanding. While we are in the development phase of a WS DEI plan, the WS Operator is already addressing the identified DEI opportunities. For example, the WS lobby now offers books for children and snacks for the hungry. Although these items seem basic, they were done to influence others to embrace the concept that current WS customers may not be the same as previous customers. The WSO will continue to lead the center and actively engage with the community to increase access and support the SWC goal to normalize conversations on systemic racism and inequities, create equitable practices, and bring diverse customers whose feedback will inform our service delivery.

Another example of embracing inclusionary practices is an analysis led by the WSO that resulted in a process improvement. Upon reviewing data specific to the WorkFirst customer appointment no-show rates, listening to customers and staff, and gaining a better understanding of the challenges faced by them, the new process worked better for the customer by giving options to come at the time that worked best for them—reducing a 46% no-show rate to zero.

#### *7. Understanding federal laws and/or workforce or related laws. Provide examples.*

We have operated award-winning programs through the DOL under some of the country's most technically demanding employment and training programs. We have successfully managed over \$318m in federal, state, and local funds and have transitioned services through five acts under the DOL, including WIOA. We not only know and understand the laws, but we also stay current by accessing updates to ensure our policies and staff are working from the most current regulations.

We strive for excellence, accountability, and consistency in contract implementation and compliance; we ensure compliance through the diligence of effort and adherence to policies and procedures. When a transition occurs or policy changes. Our approach includes:

- Studying the new law, federal guidelines, and state and local policy. For example, when we were awarded the WS Operator contract, we did a deep dive into WIOA law and TEGL 16-16, SWC OSO Policy, and continually reviewed source documents ensuring we implemented the role as intended.

- Seeking out leaders and subject matter experts by attending seminars, webinars, and national conferences.
- Collaborating with our fund sources to ensure we understand changes. For example, working with SWC staff to understand and implement two new funding streams: housing funds and BFET.
- Subscribing to Employment Security policy updates, DOL publications, industry newsletters, and attending webinars and conferences.
- Belonging to the National Association of Workforce Boards (NAWB) and the National Association of Workforce Development Professionals (NAWDP).
- Reviewing the SWC OSO Policy and scope of work and becoming familiar with partner contracts.

#### *8. Leading and/or coordinating professional development for a diverse audience.*

The WS Operator's focus is to embrace a culture of learning and practice, which enhances the cohesion between service providers and staff to enable the best possible customer experience. The WSO takes a two-pronged approach that prioritizes evaluation of current practice from a CCD perspective and garners information from staff, leaders, and stakeholders. Training sessions are conducted in ways that meet the diverse learning needs of the team (auditory, kinesthetic, visual, and logic), including group size, methods of delivery, and customized training for the functional teams.

In addition to supporting campus-wide professional development activity, the WSO has led internal CCD efforts to gather input from staff and coordinate the delivery of requested items. In each case, training presentations are coordinated and delivered by subject matter experts. Critical professional development partners also include affiliate site teams, allowing staff to seamlessly provide services between locations and allowing customers to understand the resources available at each center and location. Training is delivered visually and verbally, then shared in a file so all staff can access the information at any time. In addition, follow-up meetings allow staff to break into small groups to discuss what they have learned and report to the entire group.

#### *9. Ensuring a working environment that meets the changing needs of job seekers and business customers and staff.*

We regularly evaluate the trends and needs of job seekers and business customers to ensure our working environment aligns accordingly. Following the pandemic, we have identified the following trends or needs:

- Job Seekers want a mix of in-person and virtual options. With the return to in-person service, we needed to continue to evaluate our logistics and processes for the type of engagement our customers chose. In alignment with reworking processes, we evaluated staff readiness, tools, and training to ensure staff can effectively support customers in the WS office, by phone or virtually.
- A need to evaluate and evolve processes to improve the customer experience, for example utilizing DocuSign with customers seeking services virtually. The next step is garnering customer feedback on their experience in both the virtual and in-person environment, through a new customer survey to be rolled out in the coming weeks, to evaluate satisfaction and use the information to improve services.
- We are seeing an increased number of customers lacking basic digital literacy. Our partner, Goodwill, addresses the need through their onsite Digital Literacy class. Attendance has remained steady at 30 customers per month, supporting the development of the skills needed to connect to work.
- An increase in Afghan and Ukrainian humanitarian parolees' arrivals seeking assistance. We are learning more about their challenges and needs. The first is access to essential services and support through resettlement agencies creating the need to rely on their community and family connections for basic needs. Second, there are significant delays in obtaining work authorization documents; for up to five to seven months. The WS Operator is working with the RCSC Operator and SWC COO to develop a strategy to connect with resources to address immediate needs and plans to reconnect as work authorization is obtained.

- There is a large group of job seekers choosing not to access the WorkSource Center. The WSO is working with the Consortium to understand why and develop a community outreach plan to connect with this job seeker base. There are three zip codes in the Spokane area identified as a starting point. The strategy includes gathering existing data for this area, sharing it with staff, conducting CCD activity to establish a detailed plan, conducting outreach to connect with key leaders and supporting organizations within the local area to build trust, explore all options of connecting with customers who would benefit from receiving our services, while at the same time building a database of metrics that can track and measure our impact.
- There are more open jobs than available workers. There are pools of untapped workers that may not entirely be ready to fill current job openings. The role of the WS Operator is to work with WS leadership to ensure information flows through the system to prepare customers to fill this need. Information includes local labor market, industry-specific intelligence, outbound marketing campaigns to reach priority populations, and layoff support. In addition, the team is utilizing flat file data to market jobs and WS services to unemployed individuals.
- While the needs of our customer base evolve, so do the needs of our staff. In addition to remaining current on employee relations items by engaging in organizations such as SHRM, we are committed to an inclusive, transparent, and lifelong learning office environment. We believe our CCD efforts, in conjunction with PD, best position staff to continually align their passion for helping others with the services they deliver.

*10. Managing a workforce that is both in-person and remote. Describe your philosophy regarding how to ensure staff remain connected to the mission, vision, values, and goals of the site while working remotely.*

The WS Operator and Career Path Services are committed to WorkSource being a customer-centered, staff-focused center. While all actions and decisions are made with the customer in mind, studies show that content, engaged employees deliver quality services. We have intentionally found a balance between what our customers need in terms of service model and staff preference in flexibility to work in a fulfilling environment. This is the case within Career Path Services' own offices and within systems, like WorkSource, where staff is co-located to ensure service delivery efficiently and effectively.

To make this hybrid model successful, staff from all partner agencies, regardless of work location, engage in weekly virtual and in-person staff huddles to maintain a cohesive team environment to serve the customers effectively. The WS Operator works with the RCSC Operator and Next Gen Director to bring together all WorkSource Campus staff to ensure staff from all three sites remain connected to the mission, vision, values, and goals of the WorkSource Campus. The WS leadership team engages in interactive processes in meetings, including break-out sessions, to better support connections among staff. We continually evaluate customer demands and needs to determine the design of hybrid work options. Future hybrid schedule offerings may look different. Our goal is to offer flexibility for staff, allowing for work/life balance while holding the customers' needs front and center. Finally, CPS has invested in PD for our leaders in managing hybrid teams; we share articles, insights, and videos. The WSO will carry these practices forward within the WorkSource leadership team.

*11. Tailoring services based on the need in a local community and supporting a leader in this type of position.*

Tailoring services to meet local needs begins with understanding business and jobseeker's needs. The role of the WS Operator is to understand the current environment and bring forward that information, to WS leadership and staff, adjusting services accordingly. For example, in the great recession, accessibility was about the physical space and the need to meet the volume of customers seeking assistance. During low unemployment or a global pandemic, the flex is to reach either virtually or by going to the priority populations. Each pivot requires a different customer-centered strategy. Examples of tailored services include the implementation of Qtrac, a tool enabling job seekers to schedule their Career Coaching



appointments via our website, the creation of *Non-Traditional “Gig” Work*, a workshop designed to assist job seekers interested in exploring non-traditional work, and the expansion of our Digital Literacy workshops to include learning opportunities for applications such as Zoom and Excel.

The program year 2021 is a perfect example of an ever-changing environment. As the Center reopened to the public, we anticipated a large influx of customers for in-person services. However, that did not materialize, resulting in a new reality of understanding. We quickly responded by conducting outreach in a variety of ways. Examples include physically connecting with partner organizations, electronically with targeted email campaigns, analyzing labor market data to promote our services, and seeking to understand how we could strategize to connect with our customers by meeting them where they are at.

The WS Operator is supported by the CPS CEO and SWC COO, who meet with her several times per month. The WSO also regularly meets with the ESD Eastern Regional Administrator. This support system provides the WSO the support needed to manage leadership challenges in a complex system. Finally, support comes through investment in leadership development through formal and informal training.

*12. Promoting a brand such as WorkSource or the RCSC, as well as honoring brand and representing the respective site while respecting the contribution of the respective employing agency.*

The WS Operator shows a high level of respect toward every partner to ensure they feel valued and supported. At the same time, the WSO embraces the concept of serving as a neutral leader, focusing on the center as a site, not on a brand or employer, a site that prides itself in working together for the common good of our community. This mindset has assisted in supporting this concept and aligns with the values and culture of the WS Operators employing agency. In other words, to be loyal and supportive of WS does not take away from anyone's ability to do the same for their own agency or organization.

*13. Discuss any other areas of experience you would like the review committee to know as it relates to this RFP.*

We have contracted with the Spokane Workforce Council and its predecessors since 1971, making them our longest-term fund source. We consistently deliver on performance because of our experience in building integrated systems, hiring leaders of integrity, and understanding the local area's needs. The value we bring is a shared vision, caring culture, commitment to excellence, partnerships, and experience in leading change efforts. The WorkSource Campus is the premier source for employment and human services; we stand ready to improve and expand our reach into the community.

## **B. Approach**

### **WorkSource Operator**

*1. Describe how you will approach achieving a mutually beneficial relationship between service providers, the SWC and the operator; including how the voice of business will be woven into decisions.*

Our approach to successfully creating and preserving mutually beneficial relationships requires a strategy that includes a clear vision, open communication, a desire to understand and embrace common goals, trust, respect, and establishing shared agreements. Integration links service delivery partners and a variety of programs together for the customer's benefit. ISD places the customers' needs at the forefront and improves access to services for job seekers and employers. The WS Operator serves as a leader and liaison to ensure open and transparent communication between Service Providers, WS Partners, and SWC. The strategic approach includes:

- **North Star:** Working closely with the SWC to understand the foundational vision of integration and its guiding documents, the WS Operator is well versed in WIOA legislation, the One-Stop Operator Policy, integration, and co-enrollment, TEGs, and state policies. Through regular connections with SWC leaders, the SWC Boards' Service and Oversight Committee, the WSO translates and operationalizes the SWC vision for the center/campus into actionable steps with leadership and staff while ensuring center operations remain integrated, customer-centered, and aligned with the needs of businesses.

- **Alignment:** To promote integration and align service providers, the WS Operator reviews and understands all contracts, guidelines, and expected outcomes. This includes access to all contractual details and supporting reports. By understanding service providers' goals and the SWC Integration model, the WSO ensures center-wide decisions support the needs of all, while at the same time valuing existing institutional knowledge, utilizing the strengths of our leaders and staff, and showing grace and patience as others progress through their learning curve.
- **Staff Development:** Many WS staff and leaders are new to the system since the onset of the pandemic. The challenge in virtual onboarding is helping new staff "see" how services combine in an integrated fashion as they learn their roles. We identified the need to revisit Back to Basics of Integrated Service Delivery training during reopening, followed by an evaluation to ensure services align with current customer needs. Ongoing development will include dedicated sessions where functional teams share their roles, continuous improvement, and ISD-related activities to fully immerse staff with the knowledge of center-wide operations and understanding of their role in the system and create a high level of connectivity. Additionally, the WSO will work closely with the SWC to implement the new PD platform and coordinate training opportunities with service providers to ensure a robust focus on skill development and technical competencies.
- **Unified Leadership:** As the new Center leadership team is forming, the WSO, Consortium Partner Leadership, and SWC COO are investing in this team's formation and development. Steps include:
  - Using the RACI responsibility matrix to bring clarity to roles, responsibilities, and expectations
  - The promotion of open communication shared agreements, and a process for meetings, including having agendas and viewing information as co-owned and shared
  - Co-crafting of system messages and ensuring all parties have the information needed
  - Evaluating the functional team model to ensure it aligns with the customer and business needs post-pandemic, using the process improvement cycle to uncover evidence and align with the service delivery outcomes needed to support our community's employers and job seekers
- **Voice of Business informs decisions:** The voice of the businesses in our community is the driving force behind the ongoing evolution of our service offerings. Employers being external customers, and the entities who hire job seekers, understanding current needs and adapting services to meet the needs must be blended into the forefront of our thinking and actions. The Talent Solutions Team (TST) is the conduit and pipeline of this information and shares it with the system. Moving the TST back into WS has already improved these connections. The WSO works with the leadership team to ensure teams utilize this information in real-time to assist job seekers in selecting career pathways.
- **Shared Performance Standards:** Following a back-to-basics concept, staff and leaders will be well versed in collectively serving each customer. By emphasizing a shared customer, each service provider can effectively attain a holistic view of performance standards, which will lead to improved outcomes. The WS Operator has revamped the performance dashboard. The Center leadership and staff will use the new tool to visualize shared performance and grow each team's collective mindset on seeing performance standards as a team goal versus a specific program or agency-only initiative. The WSO and leadership will also use the Washington State WorkSource System Performance Dashboard, and WIOA Quarterly performance reports to analyze customer demographics, ensuring the system reaches underserved populations and meets common performance measures.
- **Customer satisfaction and staff engagement:** Implementing a process where input is gathered and analyzed, and enhancements are put into practice to ensure WorkSource continues to expand upon its ability to exceed the expectations of our customers, while at the same time providing an environment where all staff is engaged. The WS Operator will continue to employ the use of customer surveys, customer-centered design interviews, focus groups, and other informal and formal means to monitor the effectiveness of the service delivery model at WS.
- **Culture of caring:** We embrace the need to be more intentional when it comes to caring for others by holding ourselves accountable for lifting others, understanding the varying degrees of emotional



support that is needed by others, and providing the space and time needed by others to receive and process new information or change.

*2. After visiting WorkSource – or reviewing the website if unable to visit the site – please provide suggested changes or enhancements to the site, website, or service delivery model based on the information available to you.*

Suggested enhancements to the WorkSource site are as follows:

- The moving or reconfiguration of the Team Manager desk located in the success desk area. Currently, there is an area behind the Team Managers desk that occupies two landline telephones, one for the Unemployment Insurance department and one for local calls to employers or community organizations. This area is surrounded by cubicle walls preventing sightlines for staff to monitor activity. While access to phones is a critical service needed by our customers, we need a more central location with better sightlines and the ability to provide support and guidance.

Suggested enhancements to the WorkSource website are as follows:

- With the increased interest in the virtual options tab, the calendar must reference all WorkSource virtual and in-person offerings and options. Improvement suggestions include the addition of hyperlinks to the WorkSourceWA website referencing all workshops, including statewide events ensuring consistency between both websites and customers having access to all available services regardless of the website they visit.
- Upon invitation from the SWC, WS had the opportunity to review and enhance the Career Quest tool. WS has already gathered forty-two items for modification consideration. These items include an overall attempt to make the tool more user-friendly, while at the same time assisting staff with program-specific information.
- Finally, displaying detailed labor market data from a variety of websites or displaying links to the data with a brief description to support employers with strategic decision-making information as they attempt to embrace the current labor market environment.

*3. Describe your approach to supporting service providers and teams in achieving their program targets and service delivery goals.*

The WS Operator approach is one of inclusion, shared purpose, and a clear vision to build collaboration and shared performance. Service provider support is provided in multiple ways to reach successful programmatic outcomes while keeping job seeker and employer goals at the center of decision-making. The following are examples of tactics the WSO utilizes:

- Coordinating work, so agendas, outcomes, and credit are shared equitably and broadly. The WSO works to remove territorial differences and expand common ground by building a trusting professional relationship and understanding individual programs while keeping the integrated service mode front and center.
- Coordinating training that enhances opportunities to develop advanced skills in customer service, specialized workforce development skills, networking, and Lean processes.
- Eliminating the need for duplicative customer registration through coordinated integration. Successful coordinated integration increases quantities served while improving the quality of service through effective referral efforts, system processes, and practices.
- The WSO emphasizes that success means employers find the talent they need to create wealth for their employees and the communities where they do business.
- Ensuring a system focused on evaluating services to align performance toward common measures.
- Incorporating system performance, customer and staff satisfaction survey results, and process improvement recommendations as standing agenda items for monthly staff meetings.

- Ensuring compliance through the diligence of effort and adherence to laws, regulations, and policies. The WSO will participate in webinars and conferences to stay ahead of changes and interpretations and then lead study sessions in partnership with the SWC.

*4. Describe what you are most excited about regarding this opportunity and describe what you believe will be your biggest challenge(s). What do you perceive will be your largest barrier in being able to deliver on the aspirations of the site as described in this RFP? Identify at least one.*

We are excited for the opportunity to build on the work we have begun to serve the businesses and job seekers in our community through an established partnership that strives to provide full-circle services, ensuring that no one gets left behind. Additionally, the opportunity to address racial equity and inclusion to reach historically underserved communities to ensure ALL individuals receive training, education, and support for sustainable wage career opportunities. The personal passion of the WS Operator for serving is a driving force behind leading positive change in our community, which is yet one more way of describing the excitement of this opportunity.

The most significant barrier for this program year is understanding, embracing, and supporting the employers and job seekers in our community in a “post” pandemic environment. We must utilize our data to understand customers’ needs better and determine actions needed to increase awareness of WorkSource and encourage WorkSource engagement in and outside the building. This includes our ability to align an in-person presence with the staff’s preference for a hybrid work schedule, considering the collaboration that occurs with peers by being together in person and a lack of customer awareness that although they prefer a virtual service, their needs may warrant in-person activity. The WS Operator and Consortium Partners are already addressing this problem to ensure customer needs and expectations are exceeded while building flexibility for staff.

*5. List the qualifications of the individual suggested to serve as operator. If this individual is not known, describe the required qualifications and core competencies to be included in the job posting.*

Required qualifications include a leader who strives to achieve best in class customer service and the ability to model servant leadership while supporting the leaders and staff at WorkSource. We have that leader, our WS Operator, Lori Veitenheimer, a proven and successful Workforce Development leader, who brings over five years of workforce development, 26 years of leadership, and 20 years of operational experience. Lori holds certifications including Six Sigma, Luma Human Center Design, and Certified Workforce Development Professional. Lori has earned over 14 annual leadership and performance awards throughout her career. She continues her ongoing pursuit of institutional, educational knowledge, which speaks to her commitment to being a lifelong learner. Lori has been the WorkSource Spokane WSO for the past 11 months, leading our ongoing center-wide transitional efforts brought on by the pandemic. Leadership skills displayed include:

- Organization and change management techniques
- Visionary leader who is goal-driven
- Valuable institutional knowledge, which serves as a resource when connecting with staff
- A neutral leader who stays focused on customer service delivery, employee engagement, program compliance, and community outreach
- Business leadership experience and knowledge, including everything from a privately owned small business to a Fortune 200 company
- Formal institutionalized education experience, with a focus on curriculum design and adult learning theory
- Strong leadership skills, including the application of situational leadership and team development
- Transparent leadership holding in high regard information sharing and effective communication
- Proven track record both externally and internally as specializing in process improvement
- Committed to supporting the vision of the Spokane Workforce Council, WIOA laws, and the preservation of integrated service delivery

*6. Discuss your suggestion(s) regarding how performance on this contract should be measured.*

Contractual performance should be measured on the goals outlined in the proposal, with metrics to measure successful attainment. We propose building out metrics on the following goals:

- Implementation of the professional development learning platform
  - Communication plan
  - Quarterly learning content calendar
  - WS staff, minimum of 40 hours of continuous education
- Creation of Diversity, Equity, and Inclusion plan for WorkSource Spokane
  - Participation in Campus-wide DEI Committee
  - Study SWC DEI plan
  - Engage leadership and staff in creating and adopting the DEI plan
- Establish a strategy to ensure leadership awareness and the response to the staff's mental well-being
  - Development of mental wellbeing education items delivered a minimum of 4 times per year
- Update safety plan
  - Establish, document, and communicate a safety and security escalation plan
  - Engage Consortium and safety committee to ensure our plan is responsive to current community needs
  - Include safety training in overall training and development plans
- Data-driven and customer-informed evaluation of in-person, virtual, and telephone services
  - Customer satisfaction survey
  - Apply CCD concepts to determine high-quality virtual service
  - Customer satisfaction surveys, focus groups inform the model design
- 360-degree evaluation of the WS Operator by supervision, peers, and staff members
- Quarterly briefings to the SWC Board on the progress of the performance outlined in this RFP

*7. How will your operator convene key leaders within the site and/or collect feedback about decisions to be made, and what partnership commitments or agreements would need to exist, in your opinion, for this position to be successful?*

The Center leadership team is new and has done an incredible job leading through significant change demanded by the pandemic. The focus on addressing the urgent needs of day-to-day operations has prevented team formation. The WS Operator, in partnership with CPS, ESD, and SWC COO, has identified the need to invest in the formation of this new team to improve success for the WSO position, Center leadership, and staff. Investment is being made in the following:

- Senior Leaders from CPS and ESD meet regularly with the WSO, Program Operator, and Administrator to discuss challenges to operations, staffing support needs, and review customer data. As a result of these ongoing meetings, all have agreed to invest in developing the leadership team, communication principles, and change management. While this is still in the formational phase, we are committed to bringing in outside support to achieve this goal.
- The WS Operator has reimplemented standardized weekly meetings with the Center leadership team. The development of structured meetings, agendas, minutes, team charters, and a CCD process gives space for Team Managers to share successes, and opportunities for improvement, identify challenges, measure progress, and ensure the effective flow and sharing of crucial information. The WSO is committed to continuing the pursuit of exploring additional team leadership concepts such as RACI and the establishment of shared agreements.
- The WS Operator has regular connections with the SWC COO, CPS Leadership, and ESD Regional Administrator, which lends to the overall success of the WSO.
- Alignment on critical elements such as an in-person presence, and an overarching commitment to understanding, embracing, and preserving ISD are crucial to the success of WS.

- As the entire Campus leadership team embraces a leadership development learning opportunity provided by the SWC, the WS Operator remains steadfast in her commitment to utilize, apply, and enhance such efforts not only for herself but also for the entire leadership team.

8. *What community or workforce-specific concerns do you believe would impact this position and the site? How would your agency work to address those challenges? What support would you need from the SWC?*

As we strive to create a “new” normal on the heels of the pandemic, several workforce issues have implications for the WorkSource System and the role of the WSO. We have addressed several throughout our proposal, but what stands out as the most significant challenges that lie ahead are:

1. The shortage of skilled workers to meet business needs
2. A decline in workforce funding, and
3. A looming recession

The potential impact of these challenges is significant and requires the WS Operator to hold these tensions and help the team and system adapt in real-time.

First, to meet the demand for workers, we must engage and better understand the talent needs of employers and translate that information to our staff and training providers. Armed with this information, we must devise new ways to reach previously untapped populations who do not traditionally access the WorkSource Center. This requires trust-based outreach to connect with people of color, refugees, immigrants, returning citizens, disabled people, and opportunity youth and forging partnerships with organizations that serve these priority populations. Once engaged, our staff and system must be prepared to offer high-quality, culturally relevant services to prepare and quickly connect these customers to meaningful, self-supporting employment. While that sounds like workforce 101, in the current environment, it takes a new staff mindset, new skills, and adequate staffing to manage center service demands and community outreach.

Secondly, the WSO and workforce system must be prepared to respond as community needs continue to change. People in our community feel the pressures of rising inflation, and some have not recovered from the economic losses during the pandemic. This, paired with the real possibility of a recession, requires us to prepare staff to anticipate and meet the new demands that will be placed on the workforce system in the coming months, which could include high volumes of both sets of customers: employers, and job seekers. Career Path Services is addressing these challenges proactively by:

- Investing in training and development of leaders and staff on race, equity, diversity, and inclusion; trauma-informed practices, well-being, and certification workforce development
- Increased effort to recruit and hire diverse staff with lived experience
- Development of [Dignified Work](#), a rapid reskilling program designed to quickly prepare people to launch meaningful careers in construction, healthcare administration, and human services. Specifically targeted to reach underserved populations and address employers’ demands for a pipeline of well oriented, motivated talent
- Engaging with Consortium Partners to support and develop our WorkSource leadership team and staff to improve readiness and evaluate model effectiveness in anticipation of changing customer needs
- Supporting the WS Operator in leading cutting edge change efforts

Needed support from the SWC includes:

- Continued flexible funding to support the needs of customers more holistically
- Labor market and sector data to drive decision making around the updates and changes to the system
- Convening and connecting community partners to expand the reach of our services to the community
- Bold vision and leadership in partnering to design the next iteration of our integrated model
- Consideration for the purchase of a staff scheduling tool. Our ability to be nimble and quickly pivot will be even more crucial as we strive to succeed in our new environment. A scheduling tool will assist us with staff resource utilization, resulting in our ability to increase service offerings

- Ongoing guidance and advocacy to support job seekers who cannot gain employment due to homelessness, drug/alcohol addiction, available and affordable daycare, and the timely attainment of receiving employment authorization

### C. Assurances and Flexibility

*1. Provide an assurance that your agency has the willingness and ability to operate in a functionally integrated environment, as well as work through challenging partnership issues should any arise.*

Career Path Services assures our ongoing commitment to operating in a functionally integrated environment. We are recognized as partners of choice because we develop, foster, and nurture system partnerships. We take pride in being the first to bring people together to create more innovation and work through challenges. Our participation and role as the lead in the Spokane Workforce Consortium exemplify our commitment to operating in a functional environment and addressing challenging partnership issues.

*2. Provide an assurance that your agency will work with the SWC for the selection of the operator, including replacements should turnover occur, and describe your suggested process.*

Career Path Services currently employs the WS Operator. Our recruitment process begins with internal recruitment and then extends to external recruitment. When a qualified pool is established, we engage in interviews and assessments. The SWC is involved in the final interviews. When we have 1-2 standout candidates, we conduct a meet and greet with center staff and partners. We assure you that we will follow the same process if the Operator's role needs to be refilled.

*3. Provide an assurance that your agency understands they are agreeing to employ an individual to lead the site, and that person is to operate in a manner they see best for the site regardless of how that may or may not align with achieving your agency's overarching or programmatic goals.*

We understand and agree with the conditions stated above. We have demonstrated our willingness since the creation of the WS Operator role. The WS Operator works independently and under the functional supervision of the SWC COO. Workforce development is what we do, and we work in a way that supports our community's needs through the direction of the Spokane Workforce Council and Board.

*4. Provide an assurance that your agency is committed to aligning with and representing the values and goals described throughout the RFP.*

Career Path Services' values and goals align with those in this proposal, including increasing access to diverse, underserved populations and attending to the well-being of staff throughout the system. We support the role of the WS Operator and understand the firewall requirements. We acknowledge the need for the WS Operator to represent the WS system and not the employer of record.

### D. Budget

*Complete the budget form and in your narrative response detail any proposed costs that may not be self-explanatory. In the narrative, please provide information about leverage funding should any be utilized. The anticipated budget for both contracts combined is approximately \$300,000 but we will consider bids reasonably around \$150,000 per contract, while considering the cost/benefit of proposals.*

The WorkSource Operator's total budget is \$140,976. This budget represents a reduction from our current WS Operator contract. There are two factors. First, a tenured staff left the WSO position, and the new WSO's salary is within the starting range. Second, we have removed funding for the Berke assessment.

**Salaries and Benefits:** This proposal funds 1 FTE WS Operator, Lori Veitenheimer, for 12 months following our salary classifications. The salary includes a 3% annual adjustment. Our CEO will be the organizational

supervisor (salary included in overhead). Fringe benefits are listed by item with the applicable percentage rates. Total-\$106,187

**Other Direct Costs:** Travel includes mileage for local events and attendance at statewide events. A small amount is budgeted for our corporate leadership development events held three times per year (\$2,000). We have monthly allocations for technology and software allocated to contracts based on the salaries and benefits charged in each period per our approved cost allocation policy. We also included a small amount of organization-specific supplies to cover the cost of miscellaneous supplies that support staff training events. The communications line items include cell phone and internet reimbursement offered to management per policy limits. The cost associated with a mobile internet device provided to staff is included as necessary. Rent is allocated per instructions in the RFP. Other items include the annual cost of our Single Audit requirement, the 403b Audit, and allocated liability insurance. Total-\$24,170

**Overhead Costs:** Overhead rate of 36% submitted is our SWC approved indirect rate. Total 10,615



S P O K A N E  
**WORKFORCE  
COUNCIL**

## **REQUEST FOR PROPOSAL**

For the period July 1, 2022 – June 30, 2023

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### **WorkSource Campus Center Operations**

*WorkSource Operator (One-Stop Operator)  
Resource Center of Spokane County Operator*

Amount Available  
\$300,000

Release Date  
February 25, 2022

Due Date  
May 3, 2022

The Spokane Workforce Council is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay 711.





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## **SECTION I: PURPOSE AND TERMS**

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### **Overview**

The Spokane Area Workforce Development Council, DBA [Spokane Workforce Council](#) (SWC), is soliciting proposals to identify two operators for the WorkSource Campus with one at each of the following locations: [WorkSource Spokane](#) and the [Resource Center of Spokane County](#). Operators should be goal-driven, visionary, inspirational and highly professional leaders willing to achieve our vision for cutting-edge, functionally integrated service sites. Operators must be capable of leading staff from various agencies in a functionally integrated environment. *Functionally integrated* in this context means a customer flow model that is based on the needs of the customer rather than staff being organized by program or agency, with services delivered and teams staffed by various agencies.

The term “WorkSource Campus” is used to describe the following sites in Spokane, WA (see Section VII: Design for more information):

- WorkSource Spokane: American Job Center at 130 S. Arthur St. (first floor)
- Resource Center of Spokane County (RCSC): WorkSource Connection Site at 130 S. Arthur St. (second floor)
- Next Generation Zone: WorkSource Affiliate Site at 901 E. 2nd Ave.

It is expected that operators will be full-time and will be located in the Spokane region, with the WorkSource operator utilizing WIOA funding issued through this Request for Proposal (RFP), while the RCSC operator may be partially WIOA funded and partially funded using other grant resources.

The WorkSource operator will not be responsible for directly managing programs or staff; however, the RCSC operator may or may not be based on determined needs at that location. The intent of not having an operator responsible for directly managing program staff is to ensure this individual gives equal support to all staff and programs/agencies and does not make decisions that may be perceived as benefiting one agency or program over another. SWC staff will work with the selected agency to address this should the RCSC operator need to assist with programmatic oversight based on site needs.

### **Technical Details**

As will be addressed in contracts with selected agencies, this funding can only be used to support the goals and services outlined in this RFP. Awarded funding may not be used to support any work specific to the agency or to advance individual agency goals without prior approval from the SWC.

Agencies can bid on one position or both. Contracts resulting from this RFP are anticipated to begin July 1, 2022 and end June 30, 2023. All contracts will be cost reimbursable (profit must be negotiated with the SWC) and will be one-year agreements. The SWC reserves the

right to extend contracts up to two times, resulting in three one-year contracts. Contract extensions may be based on funding availability, satisfactory performance, and other factors. Contract extensions, if granted, will be subject to updated goals for the new program year, as well as awarding additional funding, as available.

Once the contract has been awarded, the SWC reserves the right to modify delivery design, including infusing funds from alternate sources, at any time in order to meet the needs of the workforce system. The SWC also reserves the right to de-obligate funds from contractors who fail to meet performance and/or expenditure requirements or in the event of a rescission of federal funds.

The agency or agencies selected will be required to agree to the SWC's [General Terms and Conditions](#), have all controls securely in place, and agree to comply with SWC policies and any applicable federal or state policies, regulations, or laws. Successful respondents to this RFP will be expected to participate in contract negotiations to establish the exact services to be provided and the costs of those services. The funding award will not be final until the Spokane Workforce Council and the prospective grantee(s) have executed a contract agreement. The final negotiated proposal narrative and budget schedule will constitute the Statement of Work for the contract. The content of the accepted proposals will become the basis for the negotiation of a final contract agreement. Applicants are advised that most documents in the possession of SWC are considered public records and subject to disclosure under the Washington State public records law.

The anticipated budget for both contracts combined is approximately \$300,000 but we will consider bids reasonably around \$150,000 per contract.

This RFP does not commit the SWC to award a contract or pay any costs incurred in the preparation of a proposal to this request. The SWC reserves the right to request additional data, discussion, or presentation in support of written proposals; to reject any or all proposals received; to negotiate with all designated representatives; and/or to cancel in whole or in part this RFP if it is in the best interest of the SWC to do so. If the SWC does not receive responses that adequately address the services and outcomes requested, it is possible that no award will be made, that the RFP would be modified and rereleased, and/or that SWC staff would deliver services as authorized in state and/or federal policy.

A bidder may not be recommended for funding regardless of the merits of the proposal submitted if it has a history of contract non-compliance with the SWC or any other funding source. Subcontracting is not permitted without written authorization from the SWC.

Bidders who have submitted a proposal may protest the award of the contract. The process for protesting the award is as follows:

- Protests must be filed in writing and be received by the Spokane Workforce Council by June 15, 2022. All protests are public information after the protest period ends.
- All protests must state the basis for the protest in clear terms and provide an alternative the protester finds acceptable. The basis of the protest must be a violation of a state or federal contracting law, rule, or regulation applicable to the contracting process.
- The SWC will review protests that meet the above conditions.
- During any part of the review or consideration, the protester may be asked to clarify or amplify statements or to provide proof of claims or other statements. Any such

requests must be fully responded to within the time designated by the SWC. In the event a protester fails to respond, the protest will be dismissed, and no further protest will be accepted relative to this RFP.

- The SWC Chief Executive Officer, in consultation with the SWC board of directors, will review the protest and will issue a written response that is intended as a complete and final answer to the protest. A response will be issued no later than June 30, 2022.

### **Eligible Applicants**

Organizations eligible to submit proposals may fall within the following categories:

- Governmental agencies
- Private non-profit organizations
- Private for-profit businesses
- Educational entities

## **SECTION II: WORKFORCE SYSTEM BACKGROUND INFORMATION**

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### **SWC and Spokane Workforce Development System Overview**

The Spokane Workforce Council, Spokane's local workforce board, is the policy and planning body for workforce development activities in Spokane County, pursuant to [PL 113-128 Workforce Innovation and Opportunity Act](#) (WIOA). The SWC board brings together business and community leaders, appointed by City of Spokane and Spokane County officials, to promote and expand workforce development activities to ensure the long-range economic vitality of the region. The intent of the workforce system is to provide an effective, locally-driven model that offers public- and private-sector leaders programs and resources to meet the unique needs of the regional labor market. Local boards drive innovation in workforce development at the local level to provide America with a highly skilled workforce that competes in the global economy.

#### **SWC Mission**

To elevate local workforce efforts with critical insights, researched guidance, innovative funding, and strategic partnerships so we can cultivate a flourishing Spokane, together.

#### **Vision**

A prosperous, enterprising Spokane region sustained by a diverse network of robust workforce resources.

#### **Purpose**

Prepare Spokane County's citizens for successful employment and help businesses meet their current and future human capital needs.

#### **Equity Statement (Summarized)**

Our community will be strengthened when all members have a meaningful voice and increased access and will be elevated by creating a culture of hope and prosperity for all.

[Click here for our full equity statement](#)

The SWC oversees the Spokane WorkSource System and provides a portion of the funding necessary to operate the system, including through the WIOA Title I Adult, Dislocated Worker, and Youth program funding. The SWC oversight responsibilities include designation of the operators, administration of WIOA Title I program services, management of the [Spokane WorkSource System Memorandum of Understanding Infrastructure Funding Agreement](#), certification of WorkSource Spokane and affiliated service sites, setting of local performance standards, and other duties as assigned in the federal workforce law (WIOA) and associated regulations. The overarching intent of the SWC is to help create a vibrant economy by leading and convening a workforce development system that can provide a skilled workforce that meets regional business needs.

The Spokane Workforce Council is committed to continuing to learn and grow in the racial equity space, normalize conversations about systemic racism and all inequities, foster equitable workplace culture for our business and system partners, and support our partners with education and resources. We strive for each of our sites to provide equitable and inclusive services, and for our partners to be committed to learning and growing with us in addition to setting concrete metrics to measure our progress. [Click here to find out more about the SWC's equity statement and vision.](#)

### **Goals for Spokane Workforce Development Area 2020-2024**

The SWC's 2020-2024 [Local Integrated Workforce Plan](#) defines its mission, vision, goals, and objectives, which reflect the need to provide multiple pathways toward creating a quality workforce for the various skill levels and occupations that support the regional economy. All bidders are encouraged to review this plan. In addition to remaining focused on the goals and target sectors defined in the integrated workforce plan, the SWC will continue to operate under the following guiding principles:

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

### **SWC Roles and Responsibilities as a Local Board under WIOA**

To ensure a well-coordinated workforce system, and per federal law, the SWC will take a lead role in the following efforts:

- Conduct workforce research and regional labor market analysis;
- Convene regional workforce system stakeholders;
- Direct services to businesses/business engagement strategies;
- Develop career pathways;
- Implement technology for the WorkSource System; and
- Coordinate with postsecondary education providers for workforce development efforts and related programming.

Specific to business services, the SWC will provide labor market analysis, data and reports, approve all marketing materials or will work with the Talent Solutions Manager for an approval process, lead sector partnerships/strategies and functionally supervise the Talent Solutions Team.

### **SECTION III: FUND SOURCE INFORMATION**

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#### **Workforce Innovation and Opportunity Act (WIOA) Funding Overview**

This RFP was prepared based upon the [Workforce Innovation and Opportunity Act of 2014](#) (WIOA) and associated U.S. Department of Labor and Washington State regulations and guidance. WIOA was implemented to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States, and provides the framework for a national workforce preparation system that is flexible, responsive, customer-focused, and locally managed. Mandatory partners include WIOA Title I Adult, Dislocated Worker, and Youth programs; WIOA Title II Adult Education and Family Literacy; WIOA Title III Wagner-Peyser services; WIOA Title IV Vocational Rehabilitation; and others specified in the Act. Bidders are strongly encouraged to read this [Training and Employment Guidance Letter 04-15](#) issued by the U.S. Department of Labor that outlines the vision for the One-Stop System under WIOA.

The three hallmarks of WIOA include:

- The needs of businesses and workers drive workforce solutions, and local boards are accountable for this within the communities they serve.
- One-Stop Centers (WorkSource centers) provide excellent customer service and focus on continuous improvement.
- The workforce system supports strong regional economies and plays an active role in community and workforce development.

The WIOA system is built around the following key principles:

- Increase access and opportunity, particularly for those individuals with barriers to employment, to ensure success in the labor market.
- Support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system.
- Improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages; and to provide employers with the skilled workers they need to succeed in a global economy.
- Promote improvement in the structure and delivery of services to better address the employment and skill needs of workers, job seekers, and employers.
- Increase the prosperity of workers and employers and the economic growth of communities, regions, and states, and the global competitiveness of the United States.
- For purposes of Title I, to provide workforce investment activities through statewide and local workforce development systems that increase the employment, retention, and earnings of participants and increase attainment of recognized postsecondary credentials by participants; and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance productivity and competitiveness.



## SECTION IV: ESTIMATED AWARD

PROGRAM YEAR 2022-2023 <u>ESTIMATED</u> FUNDING ALLOCATION	
TOTAL OF BOTH CONTRACTS	Approximately \$300,000

### Budget Specifics

- Budget(s) must include all costs associated with operating the contract including salary, benefits, indirect, travel and rent.
- Rent at WorkSource will be paid via Infrastructure Funding Agreement (IFA) and should be budgeted at \$1,000 per month. This figure includes all costs necessary to have the operator at WorkSource – rent, electricity, computer, IT support, supplies, desk phone, etc. (\$12,000 annually). For WorkSource only, please include \$500 annually for IFA *Other Shared Costs*. Rent at RCSC will be paid by the SWC on behalf of the operator.
- Bidders do not need to include the following in their budget proposals as all will be covered by the SWC: staff training, accessibility enhancements, and assessments for customers. Refer to [budget form](#) for additional information.

## SECTION V: TIMELINE

Dates (2022)*	Activity and Time (Local Time)
February 25	RFP released and available at <a href="http://www.spokaneworkforce.org">www.spokaneworkforce.org</a>
March 4	Pre-registration for Bidders' Conference to <a href="mailto:admin@spokaneworkforce.org">admin@spokaneworkforce.org</a> (see SWC website for additional information)
March 10	Bidders' Conference - 11:00 a.m. (see website for additional information)
April 27	Written Q&A deadline - 5:00 p.m. All questions must be submitted in writing to <a href="mailto:admin@spokaneworkforce.org">admin@spokaneworkforce.org</a> . Note that all questions and answers will be posted publicly on the SWC website.
May 3	Proposals due electronically to <a href="mailto:admin@spokaneworkforce.org">admin@spokaneworkforce.org</a> by 12:00 p.m. (noon). Late proposals will not be accepted.
May 4 - 17	Evaluation of proposals
May 18	Bidding entities selected to present on 5/23 will be notified by 5:00 p.m.
May 23	Presentations by selected bidders (by invitation only)***
May 26	SWC Executive Committee proposal award approval
May 27	Provisional contract award announcement
June 1 - 15	Contract negotiations
June 8	Spokane Workforce Council Board of Directors vote on selected providers
June 15	Deadline for appeal by COB



July 1	Contractors begin delivering services
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\*The SWC reserves the right to make changes to the timeline.

\*\*The SWC will offer a single Bidders' Conference for all four RFPs currently posted. To ensure a productive conference, questions may be submitted in advance to [admin@spokaneworkforce.org](mailto:admin@spokaneworkforce.org), which will allow staff time to research each question thoroughly.

\*\*\* The SWC reserves the right to ask selected bidders to give a presentation and participate in a question-and-answer session with the review committee.

## ***SECTION VI: EVALUATION AND SELECTION PROCESS***

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The SWC Services and Oversight Committee, in partnership with the Youth Career Readiness Network, on behalf of the SWC Executive Committee, will be responsible for the proposal review and selection process. The review committee will be comprised of individuals who have no fiduciary interest in services offered through this RFP. SWC staff does not score proposals. Committee members will review and score proposals according to the criteria and assigned points specified in this RFP (points details are listed in Section VIII). Provisional awards will be made on May 26, 2022 by the SWC's Executive Committee, with the final vote occurring during the June 8, 2022 Spokane Workforce Council (full council) meeting.

## ***SECTION VII: DESIGN***

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In order to deliver on the aspirations of the SWC Local Integrated Workforce Plan, the vision for a functionally integrated WorkSource Campus, and WIOA, the SWC is seeking bids for operators to serve in the roles described below.

Each operator should have the following qualities:

- Have the ability to lead and make decisions on behalf of the site without seeking to impart their agency's goals or values, but rather consistently ensuring the vision, values and goals of the respective site.
- Be an inspirational, visionary, goal-driven and highly professional leader.
- Have the ability to learn, interpret and implement a wide variety of rules and regulations including WIOA federal law and [SWC WorkSource System Policies](#).
- Establish goals while utilizing an inclusive, partnership-based approach.
- Be familiar with Customer Centered Design principles and seek to utilize them as much as possible.
- Be a skilled communicator who is flexible and willing to modify goals as the needs of the WorkSource Campus change.
- Ensure the voice of business is included, allowing us to offer a workforce center that helps our community's businesses thrive and grow.
- Be capable of communicating changes to staff to ensure a shared vision.
- Be willing to negotiate and compromise to achieve mutually beneficial goals.
- Be someone who is willing to take risks developing and deploying new service strategies while working closely with the SWC, partners and other site operators to understand and mitigate certain risks.

- Be sensitive to the feelings of staff and management as they work through changes.
- Have a commitment to partnership.
- Be willing to work on behalf of the SWC to achieve its vision for a functionally integrated WorkSource Campus that is well-prepared to meet the needs of customers, employers, and the regional economy.
- Be committed to staff and customer safety as well as ensuring an equitable environment for all.

### **WorkSource Operator**

May be known as the One-Stop Operator, WorkSource Operator, or by another title approved by the SWC. Responsibilities include but are not limited to the following:

- Be knowledgeable of all laws and rules associated with managing a one-stop, including applicable portions of [WIOA law](#) and [TEGL 16-16](#).
- Manage WorkSource Spokane, including hours of operation (in consultation with SWC), space configuration, space usage, space design and layout, customer flow, and managing the center following integrated service delivery design principles.
- Determine the number of staff and workspaces at WorkSource Spokane, as well as the programs and projects operated within WorkSource.
- Work with the SWC and partners to define and provide a means to meet common operational needs, such as training, technical assistance, additional resources, etc.
- Encourage partner collaboration including continuously striving to achieve shared ownership for success of the customer and the system.
- Approve all changes in advance and in writing for office furniture, office equipment, and IT hardware and software. It is understood that reasonable accommodations and federal or state-mandated changes cannot be denied by the operator.
- Approve all community, agency, and other meetings held within WorkSource Spokane and/or in representation of WorkSource Spokane within the community.
- In partnership with the SWC, coordinate communication and partnerships across the WorkSource Campus and affiliated service locations in Spokane County.
- Lead the One-Stop Site Certification process for WorkSource Spokane.
- Operationalize the vision of the SWC for WorkSource Spokane as communicated through formal documents as well as through informal communication. This vision includes a center designed to meet the needs of area businesses by providing a prepared workforce, high quality customer service with a focus on equity, Integrated Service Delivery, and a professional environment with up-to-date technology.
- Establish the expectations of dress and attire and hold agencies accountable for enforcing these expectations.
- Assure appropriate referrals are made among the partners.
- Promote the services available on the WorkSource Campus, including development of marketing and outreach materials, with support from the SWC.
- Be knowledgeable of the mission, performance standards, and contractual obligations of all partners; maintain an awareness of successes, challenges and ongoing strategies; and ensure cross-training among all staff. The sharing of this information is intended to enable the operator to support and maintain awareness of all work that is conducted from the WorkSource office.
- Evaluate customer needs and satisfaction data to continually refine and improve service strategies. Use human-centered design principles, with an equity framework, in gathering customer feedback and implementing service delivery changes.

- Ensure functional teams are meeting their goals and work with the respective agencies and team leads to implement changes as necessary.
- Ensure that the SWC's non-program-related policies and procedures are effectively communicated and carried out at WorkSource.
- Ensure non-program equal opportunity requirements are met, including coordinating staff training, and assure equal opportunity posters and processes are in place.
- Ensure safety policies and practices, including a safety team and safety bulletin board, are in place and are working effectively.
- Functionally report to the SWC's Chief Operations Officer. In this context, "functionally report to" means take guidance from, stay in regular contact with and work together to jointly achieve goals.

See [WorkSource One-Stop Operator policy](#) for additional information.

#### WorkSource Operator Goals 2022-2023

In addition to the work outlined above, for Program Year 2022-2023, the WorkSource operator will be responsible for the following:

- Working with the selected consortium, offer/coordinate professional development for WorkSource staff.
- Create a Diversity, Equity and Inclusion plan for WorkSource Spokane.
- Prioritize both in-person and remote/hybrid service options for customers.
- Working with the selected consortium and the SWC, create and/or update a safety plan that addresses the changing landscape within our community.
- Working with the selected consortium and the SWC, create/update a plan that addresses prioritizing the mental wellbeing of WorkSource center staff.

#### **Resource Center of Spokane County Operator**

May be known as center/site operator, director, manager, or another title approved by the SWC. Responsibilities include:

- Manage the RCSC, including hours of operations (in agreement with the SWC COO), space configuration, space usage, space design and layout, customer flow, and manage the center following integrated service delivery design principles.
- Work with the SWC COO to determine the number of staff and workspaces, as well as the programs and projects operated within the center.
- Approve all partner-funded changes in advance and in writing for office furniture, office equipment, and IT hardware and software. It is understood that reasonable accommodations and federal or state-mandated changes cannot be denied by the operator.
- Approve all community, agency, and other meetings being held within center or in representation of center within the community.
- Encourage partner collaboration including continuously striving to achieve shared ownership for success of the customer and the site; and contributing to collective accountability that recognizes success of all partners.
- Lead the WorkSource Connection Site Certification process for RCSC.
- Operationalize the vision for the site, including high quality customer service, a warm and welcoming environment, and functional teams.
- Assure that appropriate referrals are made among the partners.

- Promote the services available including development of marketing and outreach materials, with support from the Spokane Workforce Council.
- Be knowledgeable of the mission and performance standards of all partners and facilitate cross-training on routine operations of the center for all staff.
- Evaluate customer needs and satisfaction data to continually refine and improve service strategies.
- Work with all partners to define and provide a means to meet common operational needs, such as training, technical assistance, additional resources, etc.
- Ensure equal opportunity requirements are met, including coordinating staff training, and assuring equal opportunity posters and processes are in place.
- Ensure safety policies and practices, including a safety team and safety bulletin board, are in place and are working effectively.
- Functionally report to the SWC Chief Operations Officer. In this context, “functionally report to” means take guidance from, stay in regular contact with, and work together to jointly achieve goals.
- Align with WorkSource and the Next Gen Zone to ensure the WorkSource Campus is operating in a cohesive fashion.

See RCSC [Site Operations Policy](#) for additional information.

### RCSC Operator Goals 2022-2023

In addition to the work outlined above, for Program Year 2022-2023, the RCSC operator will be responsible for the following:

- Create a professional development plan for RCSC staff and coordinate training offerings.
- Create a Diversity, Equity and Inclusion plan for the RCSC that addresses the needs of staff and customers.
- Prioritize both in-person and remote/hybrid service options for customers.
- Continue to strengthen existing partnerships and assist the SWC with identifying additional partners.
- Oversee the implementation and usage of a shared database/referral system to be used by partner agencies.
- Create and/or update a safety plan that addresses the changing landscape within our community.
- Create and/or update a plan that addresses prioritizing the mental wellbeing of RCSC staff.

### **Safety, Professional Development, and Employee Support and Retention**

It is important that staff is provided opportunities to develop new skills and hone their current abilities. It is expected that service providers and operators will work with the SWC to plan for staff development opportunities during the year, which may be in collaboration with other campus partners in order to provide consistent and high-level training across the workforce system. In 2022, the Spokane Workforce Council will be launching a learning management system, which will include real-time professional development opportunities as well as virtual trainings available 24/7. Examples of training topics include Workforce 101, Leadership Development and Career Coaching. We will work with leaders from across the campus to create and offer these trainings and will collect feedback from operators regarding additional trainings that may be of benefit to staff and that might otherwise be helpful in staff development and retention.

Additionally, staff mental health, wellbeing, and work-life balance are also of high importance to the SWC. It is expected that selected agencies will have policies that allow for considerations for staff wellbeing. Lastly, safety of staff and clients is also of high importance to the SWC and its board, and it is expected that all on-campus agencies work together, under the guidance of each respective site operator, to address safety planning, actively engage in the site safety committee, and foster a culture of physical and emotional safety for all.

### **WorkSource Campus Hours of Operation and Closures**

To ensure a cohesive WorkSource Campus, as well as safety of staff and customers, the following hours of operation will apply to all sites. Each operator has the authority to close their respective site due to inclement weather or other necessity. Consistent hours of operation assists WorkSource Campus security with providing service during standard business hours. These hours apply to WorkSource Spokane, Next Generation Zone, and Resource Center of Spokane County. In addition to sites offering in-person services, it is understood that customers best served virtually should have that option available during the business hours outlined below.

- Buildings will be unlocked and open for customers from 9:00 a.m. to 5:00 p.m. Monday through Friday (Next Generation Zone - 8:00a to 4:30p).
- For sites opening to customers at 9:00a, staff training and professional development, staff meetings, and team meetings will occur from 8:00 a.m. to 9:00 a.m.
- All sites will be closed to customers the following days:
  - New Year's Day - January 1\*
  - Martin Luther King, Jr. Day - Third Monday in January
  - President's Day - Third Monday in February
  - WorkSource System Staff Training Day – One day each spring (April-June)
  - Memorial Day - Last Monday in May
  - Juneteenth – June 19
  - Independence Day - July 4\*
  - Labor Day - First Monday in September
  - Veteran's Day - November 11
  - Thanksgiving Day – Third Thursday in November\*
  - Christmas Day - December 25\*

If a legal holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If a holiday falls on a Sunday, the following Monday will be observed as the holiday.

\*For the holidays indicated above with an asterisk, if the holiday falls on a Tuesday or Thursday, the day prior to or following the holiday will be closed to customers but open for staff. It is anticipated that work difficult to accomplish when customers are in the center will be accomplished during these days, such as deep cleaning of the site, site repairs, file maintenance, etc.

### **Program and Leaseholder Responsibilities**

Throughout the life of the contract(s) associated with this RFP, the Employment Security Department (ESD) will remain the leaseholder at WorkSource Spokane, and Spokane County is anticipated to remain the leaseholder of the RCSC. As such, respectively, ESD and the County will be responsible for maintaining the physical facility, rental agreements, and items addressed in each respective master lease. All facility-related decisions will be made by the

respective leaseholder in collaboration with the appropriate parties and operator. However, leaseholder authority is limited to the physical facility and does not include being responsible for hours of operation, facility design/layout, customer flow, or where specific staff offices are located within the building (other than as each apply to cost and resource sharing), as this is the responsibility of the operator.

As changes relating to design, customer flow, etc. can carry a cost, each site operator will be required to work with the respective leaseholder and the SWC. For WorkSource, it is the responsibility of the site operator to work with the ESD Office Services Department, as well as within state guidelines, so that resulting costs can be assigned appropriately.

For program and program funding, each agency will be responsible for the day-to-day operations of individual programs/funding streams; however, as all sites must work in an integrated environment, the site operator will have a role in ensuring a design that works to meet all funded program goals. Service providers at each location will be responsible for managing individual programs/contracts, directly providing services to customers, reaching outcome targets, program/functional team management and process improvement, performance analysis, and additional funds implementation, all in partnership with the respective site operator.

The consortium at WorkSource and the agencies located at the RCSC are pivotal to the success of each site. Each operator is expected to honor their contributions and involve them in decisions critical to the operation of the site. The operator of each site will be required to work with the service providers to make changes to service delivery, but ultimately the operator will inform, guide, and direct the operations of each site.

## **WorkSource Campus Overview**

### **WorkSource Spokane**

[WorkSource Spokane](#) is a proud partner of the nationwide system of American Job Centers and provides a full range of assistance to job seekers and businesses under one roof.

This site offers in-person, phone, and virtual services, exceeding 20,000 customer assistance services annually, which includes 8,000 career coaching sessions (78% WIOA Title 1/Title III co-enrollment rate), 11,500 guidance and support services, and the delivery of over 1,040 workshops supporting approximately 6,500 workshop participants.

Established under the Workforce Investment Act and reauthorized in the [Workforce Innovation and Opportunity Act of 2014](#), the center offers training referrals, career counseling, job listings, and similar employment-related services. WorkSource Spokane, which is a certified Comprehensive One-Stop Center, has staff representing various partner organizations who provide these services and collectively employ approximately 50-65 staff and volunteers.

Partner organizations currently located at WorkSource Spokane include:

- Career Path Services
- Community Colleges of Spokane
- Division of Vocational Rehabilitation
- Goodwill Industries of the Inland Northwest
- Washington State Department of Labor and Industries



- Washington State Employment Security Department

In 2022, WorkSource will offer the following functional teams unless another design is created in agreement with the SWC:

- Customer Assistance & Resource Team (welcome/greet)
- Home Team (career coaching – WIOA Basic-Level Career Services)
- Continuous Engagement Team (WIOA Individualized-Level Career Services, supportive, and WIOA Training-Level services)
- Workshop and Assessment Team (WIOA Basic- and Individualized-Level Career Services)
- Financial Aid and Resource Management Team (financial management)
- Talent Solutions Team (business services)

### **Resource Center of Spokane County**

The [Resource Center of Spokane County](#) (RCSC) is designed to help the underserved members of our community achieve economic empowerment by increasing access to opportunities and restoring hope. Through an integrated social services design, 19 partner agencies are available on-site to deliver diverse services and resources to the most marginalized communities, with a focus on economic empowerment, educational advancement, health and wellness, and self-improvement. The site provides access to a variety of services including housing assistance, healthcare access, pre-employment, re-entry/justice, basic needs assistance (food assistance, clothing closet), peer mentoring and educational workshops. The RCSC and WorkSource Spokane share many customers, including those enrolled in WIOA Title I, as the RCSC assists with access to services necessary to attain or retain employment.

Launched in 2019, the site served approximately 1,500 customers its first year, but since the pandemic began, it has become a cornerstone of social services in the Spokane community, with over 7,500 customers served since March 2020. Of those, 840 families have been provided access to rent and utility assistance.

RCSC partner organizations include:

- Aerospace Joint Apprenticeship Committee
- Arc of Spokane
- Career Path Services
- Catholic Charities of Eastern Washington
- CHAS Health
- City of Spokane\*
- Community Colleges of Spokane
- Compass Career Solutions
- Department of Social & Health Services
- Employment Security Department
- Frontier Behavioral Health
- Goodwill Industries of the Inland Northwest
- Partners with Families & Children
- Pioneer Human Services
- Revive Reentry & Home Services
- SNAP (Spokane Neighborhood Action Partners)



- Spokane Housing Authority
- Spokane County\*
- Spokane Workforce Council\*

\*Not on-site but financially support the RCSC and/or are otherwise responsible for the success of the site.

### **Next Generation Zone**

The [Next Generation Zone](#), our region's only career and education one-stop center for young adults ages 16-24, consists of approximately 15 staff representing various partner organizations. As a WorkSource Affiliate site, it is connected to the public workforce system and the nationwide system of American Job Centers. Each year the Next Generation Zone provides over 1,200 young adults with career information, and of those, approximately 700 young adults receive individualized virtual and in-person education and career services. The center is designed to mitigate barriers to success by co-locating key social service, education, career skills training, and other youth-serving agencies under one roof. The model is a true “one-stop” that has successfully streamlined operations, achieved a highly functional and collaborative organization structure, and is able to allocate more resources to programming and direct customer services as it realizes operations cost savings.

The Next Generation Zone is designed to serve young adults that are not connected to the workforce or postsecondary education by focusing on relationships through re-engagement to address barriers to employment and education. The ultimate goal is for each young adult to successfully obtain a job and/or enter an education or training program. About half of the youth served come to the Next Generation Zone because they were not successful in high school for a variety of reasons. The site offers onsite education resulting in High School Equivalency (GED) through the Open Doors Reengagement Program and Community Colleges of Spokane. Most youth have experienced trauma of some kind, and we take a trauma-informed approach in program design, policies, processes, and one-on-one interactions with youth. Last year, the Next Generation Zone had over 100 youth graduate with their High School Equivalency Certificate, placed 66 young adults into employment, 66 youth into paid internships, and 10 young adults into post-secondary education in the middle of a global pandemic.

Partner organizations physically at the Next Generation Zone include:

- Career Path Services
- Goodwill Industries of the Inland Northwest
- NorthEast Educational Service District 101
- Spokane Community College

### **Other Affiliated Sites**

In addition to the sites on the WorkSource Campus – WorkSource Spokane, Next Generation Zone, and Resource Center of Spokane County – the WorkSource System is also comprised of [other affiliated sites](#), including 19 off-campus connection sites and one satellite office.

Our connection sites provide general information about WorkSource Spokane and provide employment related services to job seekers. These off-campus connection sites include:

- Goodwill Industries of the Inland Northwest

- Spokane Community College
- Spokane Falls Community College
- YWCA Spokane
- Spokane Public Library District (4 locations)
- Spokane County Library District (11 locations)

Our satellite office on Fairchild Air Force Base is housed within the Airman and Family Readiness Center. Workforce professionals from WorkSource at this site prepare transitioning military service members and their spouses with key skills to gain employment in the Spokane area and provide career coaching services to the entire base community.

### **Integrated Service Delivery**

The [integrated service delivery](#) (ISD) model utilized at WorkSource Spokane reduces duplicative and administrative activities that add little value; instead the model allows staff to provide high-value services including screening, assessment, skill development, and skill certification relevant to regional economic and business needs in a team model that works for customers. Staff is organized into functional teams to meet the needs of customers rather than to administer specific programs. The goal is for more people to get jobs, keep jobs, and earn better wages; and for businesses to find the talent they need to succeed and grow.

The components of integrated service delivery include:

- Co-enrolling and co-funding job seekers using various funding streams, including private resources, to provide appropriate services regardless of categorical eligibility.
- Organizing staff and services around functions rather than programs or agencies, which allows for better service delivery based on subject matter expertise within the functional teams.
- Using a common set of outcome measures for all customers.
- Providing a robust menu of services that improve outcomes.
- A greater focus on skill development and certification based on labor market requirements.
- Using customer input or Customer Centered Design processes to continuously improve services.

### **Performance Metrics**

While operators are not directly responsible for ensuring targets specific to individual programs are met, they are responsible for creating a customer service model that assists with achieving the programmatic targets below. It should be noted that the impact of state negotiations as well as changes from federal guidance may cause these targets to change. If and when changes to the anticipated program targets occur, these targets will be renegotiated with the selected service providers.

PERFORMANCE METRICS – ADULT AND DISLOCATED WORKER	
<b>Employment Rate 2nd Quarter</b> – The percentage of participants in unsubsidized employment during the second quarter after common exit. PY21 Adult Target: 65.1%                      PY21 Dislocated Worker Target: 65.6%	
<b>Employment Rate 4th Quarter</b> – The percentage of participants in unsubsidized employment during the fourth quarter after common exit. PY21 Adult Target: 60.3%                      PY21 Dislocated Worker Target: 69.7%	
<b>Median Earnings 2nd Quarter</b> – The median earnings of participants in unsubsidized employment during the second quarter after common exit. PY21 Adult Target: \$6,660                      PY21 Dislocated Worker Target: \$8,043	
<b>Credential Attainment</b> – The percentage of participants in an education or training program (excluding those in on-the-job training (OJT) and customized training) and who during participation or within one year after common exit: <ol style="list-style-type: none"> <li>1. Attain a recognized postsecondary credential or its recognized equivalent; or</li> <li>2. Attain a secondary school diploma or its recognized equivalent and are employed or are enrolled in an education or training program leading to a recognized postsecondary credential.</li> </ol> PY21 Adult Target: 56.3%                      PY21 Dislocated Worker Target: 71.3%	
<b>Measurable Skill Gains</b> – The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment. PY21 Adult Target: 43.4%                      PY21 Dislocated Worker Target: 46.1%	
PERFORMANCE METRICS - YOUTH	
<b>Education &amp; Employment Rate 2nd Quarter</b> – The percentage of participants in education or training activities, or unsubsidized employment, during the second quarter after common exit. PY21 Youth Target: 58.8%	
<b>Education &amp; Employment Rate 4th Quarter</b> – The percentage of participants in education or training activities, or unsubsidized employment, during the fourth quarter after common exit. PY21 Youth Target: 61.4%	
<b>Median Earnings 2nd Quarter</b> – The median earnings of participants in unsubsidized employment during the second quarter after common exit. PY21 Youth Target: \$3,608	
<b>Credential Attainment</b> – The percentage of participants who are enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) and who during participation or within one year after common exit: <ol style="list-style-type: none"> <li>1. Attain a recognized postsecondary credential or its recognized equivalent; or</li> </ol>	

2. Attain a secondary school diploma or its recognized equivalent and are employed or are enrolled in an education or training program leading to a recognized postsecondary credential.

PY21 Youth Target: 66.3%

**Measurable Skill Gains** – The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment.

PY21 Youth Target: 40.7%

#### **PERFORMANCE METRICS – EFFECTIVENESS IN SERVING EMPLOYERS**

Performance metrics for effectiveness in serving employers have not yet been identified by Washington State.

### **SECTION VIII: SUBMISSION INFORMATION AND REQUIREMENTS**

#### **General Submission Information**

To be considered for funding, bidders must submit a proposal along with other supporting documentation in accordance with the instructions in this RFP. When evaluating a proposal, the SWC will consider how well the respondent has complied with these instructions and provided the required information. The SWC reserves the right to request clarifications from any bidder regarding information in their proposals.

Bidders can contact the SWC by email at [admin@spokaneworkforce.org](mailto:admin@spokaneworkforce.org) during the technical assistance (Q&A) period to request clarification that may be needed to comply with these instructions. Questions are considered public information and will be posted in their entirety on the SWC website with answers within two (2) working days of submission. Questions will be accepted by email only.

Responses to this RFP should be economically prepared, with emphasis on completeness and clarity of content. The proposal, as well as any reference materials presented, must be typed in English in at least 11-point font and must be on standard 8 ½" by 11" paper with no less than one-inch margins. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible.

Bidders may propose to serve in one or more roles outlined in this RFP. A separate response is required for each operator position.

#### **Proposal Checklist**

All proposals must contain the following documents:

- ☐ Executive summary (one page)
- ☐ Proposal narrative (can be up to 15 pages)
- ☐ [Budget](#)
- ☐ [Information Form & Risk Assessment](#)

## **RFP Questions**

Bidders must provide responses in narrative format to each item/question listed below. Responses must be associated with the specific questions provided. Proposals must include the exact questions as written below in the order and associated with lettering/numbering provided. There are 250 points possible. Proposals will be evaluated on four criteria, each carrying a unique weighting.

**NOTE:** A separate proposal is required for each operator position.

### **A. Experience and Philosophy (130 points)**

Summarize what you want the review committee to know about your consortium and its agencies, including strengths, opportunities, and experience in the following areas:

1. Visionary leadership while operating within structured rules and guidelines, including innovative approaches successfully implemented. Provide examples.
2. Fostering collaboration and partnerships, including operating in an environment with functional supervision, and aligning efforts across multiple entities or agencies.
3. Monitoring system integrity, measuring customer satisfaction, staff morale and staff wellbeing and implementing changes as necessary.
4. Utilizing Customer Centered Design principles to guide key decisions and strategies.
5. Information sharing across a variety of partners and programs and working on diverse/divergent issues or agendas to reach outcomes.
6. Serving diverse customers and ensuring diversity, equity, and inclusion for all.
7. Understanding federal laws and/or workforce or related laws. Provide examples.
8. Leading and/or coordinating professional development for a diverse audience.
9. Ensuring a working environment that meets the changing needs of job seeker and business customers and staff.
10. Managing a workforce that is both in-person and remote. Describe your philosophy regarding how to ensure staff remain connected to the mission, vision, values and goals of the site while working remotely.
11. Tailoring services based on the need in a local community and supporting a leader in this type of position.
12. Promoting a brand such as WorkSource or the RCSC, as well as honoring brand and representing the respective site while respecting the contribution of the respective employing agency.
13. Discuss any other areas of experience you would like the review committee to know as it relates to this RFP.

### **B. Approach (80 points)**

#### **WorkSource Operator**

1. Describe how you will approach achieving a mutually beneficial relationship between service providers, the SWC and the operator; including how the voice of business will be woven into decisions.
2. After visiting WorkSource – or reviewing the [website](#) if unable to visit the site – please provide suggested changes or enhancements to the site, website, or service delivery model based on the information available to you.
3. Describe your approach to supporting service providers and teams in achieving their program targets and service delivery goals.

4. Describe what you are most excited about regarding this opportunity and describe what you believe will be your biggest challenge(s). What do you perceive will be your largest barrier in being able to deliver on the aspirations of the site as described in this RFP? Identify at least one.
5. List the qualifications of the individual suggested to serve as operator. If this individual is not known, describe the required qualifications and core competencies to be included in the job posting.
6. Discuss your suggestion(s) regarding how performance on this contract should be measured.
7. How will your operator convene key leaders within the site and/or collect feedback about decisions to be made, and what partnership commitments or agreements would need to exist, in your opinion, for this position to be successful?
8. What community or workforce-specific concerns do you believe would impact this position and the site? How would your agency work to address those challenges? What support would you need from the SWC?

#### **Resource Center of Spokane County Operator**

1. Describe how you will approach achieving a mutually beneficial relationship between service providers, the SWC, and the operator.
2. Describe your experience leading programming for individuals with multiple barriers, such as homelessness, mental health challenges, and food insecurity.
3. Describe your approach to sustaining and growing the center.
4. After reviewing publicly available information about the site, please provide your suggestions for improving or enhancing service delivery.
5. Describe your approach to supporting service providers in achieving their program targets and service delivery goals.
6. Describe what you are most excited about regarding this opportunity and describe what you believe will be your biggest challenge(s). What do you perceive will be your largest barrier in being able to deliver on the aspirations of the site as described in this RFP? Identify at least one.
7. List the qualifications of the individual suggested to serve as operator. If this individual is not known, describe the required qualifications and core competencies to be included in the job posting.
8. Discuss your suggestion(s) regarding how performance on this contract should be measured.
9. How will your operator convene key leaders within the site and/or collect feedback about decisions to be made, and what partnership commitments or agreements would need to exist, in your opinion, for this position to be successful?
10. What community or RCSC population-specific concerns do you believe would impact this position and the site? How would your agency work to address those challenges? What support would you need from the SWC?

#### **C. Assurances and Flexibility (20 points)**

1. Provide an assurance that your agency has the willingness and ability to operate in a functionally integrated environment, as well as work through challenging partnership issues should any arise.
2. Provide an assurance that your agency will work with the SWC for the selection of the operator, including replacements should turnover occur, and describe your suggested process.
3. Provide an assurance that your agency understands they are agreeing to employ an individual to lead the site, and that person is to operate in a manner they see



best for the site regardless of how that may or may not align with achieving your agency's overarching or programmatic goals.

4. Provide an assurance that your agency is committed to aligning with and representing the values and goals described throughout the RFP.

**D. Budget (20 points)**

Complete the budget form and in your narrative response detail any proposed costs that may not be self-explanatory. In the narrative, please provide information about leverage funding should any be utilized. The anticipated budget for both contracts combined is approximately \$300,000 but we will consider bids reasonably around \$150,000 per contract, while considering the cost/benefit of proposals.

## **GENERAL TERMS AND CONDITIONS**

for

### **AGREEMENTS**

under **THE**

### **WORKFORCE**

**INNOVATION and**

### **OPPORTUNITY ACT**

## **1 INTRODUCTION**

### **1.1 Scope**

The purpose of this Section is to establish the general terms and conditions to which funding provided by the Spokane Workforce Council (SWC) under Title I of the Workforce Innovation and Opportunity Act is subject.

### **1.2 Definitions**

“Materials” shall mean 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.

“Negotiated Indirect Cost Rate” shall mean the Grantee’s maximum allowable costs allowed for indirect/administrative costs that have been developed and approved by the Cognizant Agency from which the Grantee receives the most funding in accordance with 2 CFR 200.

“State- Level EO Officer” shall mean the Equal Opportunity Officer of who reports to the Governor or their designee and is responsible for State Program-wide coordination of compliance with the equal opportunity and nondiscrimination requirements in WIOA and 29 CFR Part 38.

WIA” shall mean the Workforce Investment Act (Public Law 105-220).

“WIOA” shall mean the Workforce Innovation and Opportunity Act (Public Law 113-128).

### **1.3 Applicable Laws**

Throughout the term of this Agreement, Grantee shall comply will all applicable federal, state, and local laws, regulations, and policies. This includes, but is not limited to, Public Law 113-128(WIOA), Federal Uniform Administrative Requirements found in 2 CFR 200, both State and Federal Non-discrimination law, and all WIOA Title I and WorkSource System Policies.

### **1.4 Assignment and Delegation**

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

### **1.5 Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

### **1.6 Modification**

SWC may unilaterally modify the terms of this agreement when such modifications are required by controlling law. Such changes, including any increase or decrease in the amount of reimbursement, shall be incorporated as a written modification to the Agreement.

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This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **1.7 Severability**

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

## **2 SUBAWARDS**

In the event the Grantee disburses any funding from this Agreement to a subrecipient, the Grantee shall be responsible for the subrecipient's compliance with the same general terms and conditions contained in this Agreement and shall ensure that the subrecipient spends the funding only on WIOA allowable costs or for allowable WIOA activities.

## **3 ASSURANCES**

All activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

The Grantee shall conduct the program in accordance with the existing or hereafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource System Policies.

"(i) As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

(A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

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

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

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

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

(ii) The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA 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."

## **4 GRANTEE REGISTRATION**

If applicable, the Grantee shall complete registration with the Department of Revenue, Department of Labor and Industries, Department of Enterprise Services, Office of the Secretary of State and/or the Employment Security Department's Tax Administration by having filed a master business application prior to the execution of this Agreement and shall pay any taxes, fees or deposits required by the state as a condition of providing services under this Agreement. Grantee will provide SWC with its Washington Unified Business Identifier

(UBI) number/or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. The required information will be provided prior to the Grantee's commencing services under this Agreement.

## **5 CONFLICT OF INTEREST**

### **5.1 Conflict of Interest**

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

A conflict of interest arises when any of the following have a financial interest or other interest in the firm or organization selected for award.

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

A Grantee cannot be involved with decision making if there is a direct financial benefit to themselves or immediate family. Membership on the State Board, a Local Board, or a Board standing committee does not by itself violate these conflict of interest provisions. Receipt of WIOA funds to provide training and related services, by itself, does not violate these conflict of interest provisions. Grantee must abide by WIOA Title I Policy 5405.

### **5.2 Code of Conduct**

Grantee shall have a written Code of Conduct for procurement, award, and administration of contracts. The Code of Conduct regarding the conflict of interest shall contain penalties, sanctions or other disciplinary actions. The Code of Conduct shall apply to all of Grantee's staff, board members, volunteers, or other individuals involved in the procurement, award, or administration of contracts. The Code of Conduct shall ensure that no one in a decision making capacity shall have a real or apparent conflict of interest in the selection, award, or administration of contracts or subcontracts.

### **5.3 Gifts**

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

### **5.4 Public Service Ethics**

Grantee shall comply with the Ethics in Public Service act of Chapter 42.52 RCW and all Washington State Procurement Ethics rules.

## **6 CONFLICTING PROVISIONS**

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

1. Applicable Federal and Washington State Statutes and Regulations, including, but not limited to, the existing or hereinafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource Policies;
2. The Agreement and its modifications; and,
3. The Local Workforce Integrated Plan and its modifications for this Workforce Development Area retained by SWC and the Workforce Training and Education Coordinating Board

(WTECB).

## **7 DEBARMENT AND SUSPENSION**

Grantee must not be debarred, suspended, or otherwise excluded from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, Codified at 29 CFR part 98. Grantee must not contract with any individuals or organizations who are debarred, suspended, or excluded from participating in Federal Assistance Programs. Grantee must provide a signed statement, attached as Exhibit C to this Agreement that it is complying with the requirements of this section.

## **8 DISPUTE RESOLUTION**

### **8.1 Dispute Resolution**

In the event a dispute arises out of this Agreement between SWC and the Grantee, both parties agree to try negotiating in good faith to resolve the dispute before any subsequent action is taken. If no resolution can be obtained through this informal negotiation, WIOA Title I Policy 5410 shall govern the dispute resolution and appeals process.

### **8.2 Venue**

The venue of any action brought hereunder shall be the Superior Court for Spokane County.

### **8.3 Fees and Costs**

If any litigation arises out of this Agreement, each party shall be responsible for its own expenses, costs, and attorney fees.

## **9 ACCESS AND MONITORING**

### **9.1 Access to Facilities**

To the extent permitted by law, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by SWC shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Agreement, or reflect all direct and indirect costs of any nature expended in the performance of this Agreement. In addition, these entities shall have the right, subject to conformance with Grantee’s safety and security standards provided in advance to SWC and to the extent permitted by law, 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 Grantee. Access shall be conducted at reasonable times and in a reasonable manner. Access is required to be granted as long as the records are retained and at no additional cost to SWC.

### **9.2 Audits**

To the extent permitted by law, at any time during normal business hours and as often as SWC, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by SWC deem necessary, the Grantee shall make its records available. To the extent permitted by law, these duly-authorized organizations shall have the authority to audit, examine, and make excerpts or transcripts from records including all contracts, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Agreement. The Grantee will maintain its records and accounts in such a way as to facilitate the audit and ensure that Grantees also maintain records that are auditable. The Grantee is responsible for any audit exceptions resulting from its own actions or those of its subgrantees.

The Grantee and its sub-grantees shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200. If the Grantee expends \$750,000 or more during the Grantee’s fiscal year of federal award money,

Grantee must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

### **9.3 Records Storage**

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

### **9.4 Contractor Application**

Grantee shall include all the requirements of section 9 of this Agreement in all contracts or purchase orders with Contractors.

### **10.1 Protection of Confidential information**

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

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

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

### **10.2 Records Retention**

The Grantee shall:

- a. Retain all records pertinent to grants, grant agreements, interagency agreements, contracts or any other awards, including financial, statistical, property, and supporting documentation, for a period of at least three years after submittal of the final expenditure report (closeout) for that funding period to the awarding agency;
- b. Retain records for non-expendable property for a period of three years after final disposition of the property;
- c. Retain all program and data validation records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment for a period of not less than three years from the point that the record is no longer included in reportable outcomes (as opposed to the close of the applicant's program year);
- d. Retain records regarding complaints and actions taken on complaints for at least three (3) years from the date of resolution of the complaints;
- e. Retain all records beyond the required three (3) years if any litigation or audit is under way or a claim is instituted involving the grant or agreement covered by the records. The records must be retained for at least three (3) years after the litigation, audit, or claim has been resolved;
- f. Records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint; and
- g. Comply with all other requirements of WIOA Title I Policy #5403.

### **10.3 Safeguarding of Client Information**

Without prior written consent by the recipient or client or as otherwise required by law, Grantee shall not use or disclose any information concerning a program recipient or client for any purpose not directly connected with the administration of the department's or the Grantee's responsibilities under this Agreement.

### **10.4 Procurement Records**

Grantee must maintain records detailing the history of all purchasing and procurement in which funds from this Agreement were used. This includes the rationale for the selected method of procurement, Rev. 7-17-23



selection of contract type, basis for contractor selection or rejection, and basis for contract price.

## **11 ENERGY AND POLICY CONSERVATION**

The Grantee 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 (42 U.S.C. 6201).

If Grantee is receiving over \$100,000 in federal grants under this Agreement, the Grantee 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).

## **13 FUNDING**

### **13.1 Funding Provided**

Funding made available through this Agreement is limited to the funding expressly provided in this agreement. Grantee will use the funding provided in this Agreement only on allowable costs. SWC will honor all allowable costs submitted within the funding period if funding is available.

### **13.2 Profit**

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

### **13.3 Recapture**

Funding provided in this Agreement is subject to Recapture under WIOA Title I Policy #5275.

### **13.4 Indirect Cost Rate**

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

### **13.5 Transfer of Funding**

Grantee may apply to SWC WIOA Grants and Contracts Administration Unit to transfer funding between adult employment and training activities and dislocated worker activities in the same program year. Grantee must obtain prior written approval from SWC before transferring any funding between program year programs. Details and application information is contained in WIOA Title I Policy #5401.

### **13.6 Repayment of Disallowed Costs**

Grantee may be required to repay SWC for any costs that are determined by SWC to be a disallowable cost.

## **14 CONFERENCES AND MEETINGS**

### **14.1 Approval**

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

### **14.2 Executive Branch Meetings**

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

### **14.3 Hotel-Motel Fire Safety Act**

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

### **15.1 Drug-Free Workplace**

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

### **15.2 Licensing**

Grantee shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for performance under this Agreement.

### **15.3 Salary and Bonus Limitations**

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

### **15.4 Taxes**

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

### **15.5 Motor Vehicle Safety Policies**

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

### **15.6 Wages and Hours**

The Grantee 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 DOL regulations (29 CFR Part 5). (Construction contracts awarded by Grantees and Subrecipients in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)

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

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

## **16 INSURANCE AND BONDING**

### **16.1 Bonding**

The Grantee shall ensure that:

- a. Every officer, director, or employee who is authorized to act on behalf of the Grantee or any Sub- grantees for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be bonded to provide protection against loss.
- b. Fidelity bonding secured pursuant to this Agreement must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is

greater.

- c. If requested, the Grantee will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

#### **16.2 Business Auto Policy**

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

#### **16.3 Commercial General Liability Insurance**

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

#### **16.4 Industrial Insurance Coverage**

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

SWC may:

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

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

#### **16.5 Professional Liability Insurance**

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

#### **16.6 Additional Provisions**

##### **16.6.1 Excess Coverage**

The limits of all insurance required to be provided by the Grantee shall be no less than the minimum amounts specified.

##### **16.6.2 Identification**

All insurance Policies shall reference this Agreement.

##### **16.6.3 Insurance Carrier Rating**

The insurance required shall be issued by insurance companies authorized to do business within the State of Washington. Insurance is to be placed with an insurer that has a "Best" rating of A-, Class VII or better. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a Best's rating lower than A-, Class VII.

##### **16.6.4 Material Changes**

SWC shall be given advance notice of any material change to insurance policies coverage for services provided under this Agreement.

##### **16.6.5 Self-Insured**

If self-insured, the Grantee warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this Agreement, and that the Grantee's Risk Officer or appropriate individual will provide SWC evidence of such insurance.

If requested, the Grantee will provide SWC with a copy of the applicable insurance face sheet(s)

or certification of self-insurance reflecting this coverage. Insurance coverage(s) must be effective no later than the effective date of the Grantee Agreement and for the term of the Agreement.

## **17 INTELLECTUAL PROPERTY RIGHTS**

### **17.1 Federal Requirements**

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this Agreement, including a sub-grant or contract under the grant or sub-grant; and ii) any rights of copyright to which the grantee, sub-grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

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

### **17.2 Ownership of Materials**

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

### **17.3 Licensing of Materials.**

Grantee shall license to the public all Materials created or modified using funds from this Agreement under the Creative Commons Attribution License.

For Materials created using funds from this Agreement, or that were developed using WIA or WIOA funding, Grantee hereby grants to SWC 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 Grantee warrants and represents that Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to SWC.

## **18 INTERNAL CONTROLS**

Grantee must develop and maintain an internal control structure and written policies that are in compliance with the "standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission. These internal controls are needed to provide safeguards to protect personally identifiable information, records, contracts, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that SWC or the grantee or sub-recipient considers to be sensitive, consistent with applicable Federal, State and local privacy and confidentiality laws.

These internal controls must include assurance that the Grantee is:

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

As part of the internal structure written policies and procedures as described in 2 CFR are required for the following:

1. Payments (2 CFR 200.302 (6), and 305)
2. Procurement (2 CFR 200.318)
3. Competition (2CFR 200.319)
4. Method of Evaluation (2 CFR 200.320)
5. Allowable Costs (2CFR 200.302(7))
6. Compensation (2 CFR 200.430)
7. Fringe Benefits (2 CFR 200.431)
8. Employee Relocation ( 2 CFR 200.464)
9. Travel Costs (2 CFR 200.474)
10. Organizational Chart
11. Job Descriptions

## **19 LIMITATIONS ON CONSTRUCTION AND REPAIR**

### **19.1 Copeland Anti-Kickback Act**

The Grantee shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3) for all contracts and sub-grants for construction or repair.

### **19.2 Davis-Bacon Act**

The Grantee shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented DOL regulations (29 CFR Part 5) for all contracts and sub-grants for construction or repair in excess of \$2,000.

### **19.3 Flood Insurance**

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

### **19.4 Funding for Construction**

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

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

### **19.5 Religious Construction**

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

## **20 LIMITATIONS ON FUNDING PROVIDED**

### **20.1 ACORN Prohibition**

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

### **20.2 Business Relocation**

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

### **20.3 Religious Activity Trainings**

Grantee shall comply with the requirements of 29 CFR part 2, subpart 2 which governs circumstances when any funds made available through WIOA and this Agreement may be used to employ or train participants in religious activities.

### **20.4 Health Benefits Coverage**

The Grantee shall ensure that the use of funds obtained through this Agreement used for Health Benefit coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriation Act, 2015.

### **20.5 Trafficking in Persons**

No funds obtained through this Agreement may be used to traffic in persons as defined in DOL Standard Federal Award Terms & Conditions found at <http://doleta.gov/grants/resources.cfm>.

## **21 LOBBYING**

### **21.1 Restrictions on Lobbying**

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

### **21.2 Certification**

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

### **21.3 Publicity**

No funds provided under this Agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall funds be used to pay the salary or



expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

## **22 NONDISCRIMINATION**

Grantee shall comply with all nondiscrimination requirements listed in this agreement, as well as all federal and state nondiscrimination laws, including but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990, Section 188 of WIOA and any DOL regulations relating to Section 188.

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

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

The Grantee also ensures that it will comply with 29 CFR, Part 38; including the Methods of Administration (MOA) developed by the Washington Employment Security Department and any WIOA policies and procedures issued.

### **22.1 Discrimination**

No individual shall be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any such program or activity funded in whole or in part by this Agreement on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, political affiliation or belief.

Additionally, Grantee must take reasonable steps to ensure that individuals with limited English proficiency have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305.

### **22.2 Program Participation**

As long as an individual meets the other program requirements, participation in any programs funded in whole or in part by this Agreement shall be available to all citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees and other immigrants authorized by the Secretary of Homeland Security to work in the United States.

No person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.

### **22.3 Notification**

The Grantee shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places and in available and conspicuous physical locations; on the recipient's website; shall disseminate the notice in internal memoranda, other written or electronic communications; shall include the notice in handbooks or manuals; make the notice available during orientations and to each participant. A signed copy of the notice will also be made a part of the participant's electronic and paper

files. All medical information and/or information regarding a participant's disability must be kept confidential and maintained in a file that is separate from the participant's file.

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

*"(NAME OF ORGANIZATION) is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities."*

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

#### **22.4 Reporting**

The Grantee shall promptly notify the SWC and the State EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in a WIOA Title I-financially assisted program or activity. The State EO Officer will notify the Director of ESD; Civil Rights Center (CRC); the Office of the Assistant Secretary for Administration and Management; and DOL.

### **23 PERFORMANCE STANDARDS**

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

### **24 PUBLIC ANNOUNCEMENTS**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, Grantee shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

### **25 PURCHASING AND CONTRACTING REQUIREMENTS**

#### **25.1 Buy American Act**

Purchases made under this Agreement using funds made available under WIOA or the Wagner-Peyser Act ( 29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy America Act").

Any person who a court or Federal Agency has determined in final judgment of selling or shipping any good with a false label of being a product made in America shall be ineligible to receive any contract or subcontract with funds made available under this Agreement.

#### **25.2 Procurement Requirements**

All purchasing of goods and services by Grantee using funds made available through this Agreement must be done in accordance with 2 CFR 200.317-.326 and other applicable federal and Washington state purchasing laws, policies, and regulations. These purchasing requirements include, but are not limited to:

- a. Maintaining a procurement policy that complies with the requirements contained in 2 CFR

- 200.318;
- b. Complying with competition requirements of 2 CFR 200.319;
  - c. Following the proper method of procurement as identified in 2 CFR 200.320, including but not limited to following the simplified acquisition threshold;
  - d. Providing adequate opportunities for small and minority business, women's business enterprise, and labor surplus area firms through the process identified in 2 CFR 200.321; and
  - e. All procurement of professional services must be done in accordance with 2 CFR 200.459.

Grantee is also encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities, and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities.

### **25.3 Prohibition on Contracting with Corporations with Felony Criminal Convictions**

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

### **25.4 Prohibition on Contracting with Corporations with Unpaid Tax Liabilities**

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

### **25.5 Prohibition on Contracting with Inverted Domestic Corporations**

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

### **25.6 Oversight**

Grantee must maintain oversight over all contracts. This includes, but is not limited to, monitoring contractor performance regarding contract terms, conditions, and specifications.

### **25.7 Equipment and Supplies**

#### **25.7.1 Acquisition**

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

#### **25.7.2 Equipment Management**

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

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

### **25.7.3 Supplies**

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

### **25.8 Recovered Materials**

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

## **26 RELATIONSHIP OF THE PARTIES**

### **26.1 Independent Contractor**

The parties intend that an independent Contractor relationship will be created by this Agreement. The Grantee and his or her employees or agents performing under this Contract are not employees or agents of SWC. The Grantee will not hold himself/herself out as, nor claim to be an officer or employee of, SWC or of the state of Washington by reason hereof, nor will the Grantee 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 Grantee.

### **26.2 Indemnification**

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

## **27 REPORTING**

### **27.1 Closeout**

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

### **27.2 Quarterly Reports**

Grantee must submit monthly and/or quarterly financial reports to the SWC budget office. These reports should be sent via email by the Grantee to [jclayton@spokaneworkforce.org](mailto:jclayton@spokaneworkforce.org) and [jfacer@spokaneworkforce.org](mailto:jfacer@spokaneworkforce.org). These reports must comply with WIOA Title I Policy #5240.

### **27.3 Certifications**

Any annual and final fiscal reports or vouchers requesting payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Grantee, which reads: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

### **27.4 Cost Rates**

Grantee must submit an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no such rate exists Grantee must submit to the SWC Budget

Office upon contract execution either a rate negotiated between the pass-through entity and the subrecipient, or a de minimis indirect cost rate as defined in 2 CFR Part 200.414 – Indirect Facilities and Administrative costs.

## **28 MILITARY SELECTIVE SERVICE**

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

## **29 VETERANS PRIORITY**

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

## **30 VIOLATION OF PRIVACY ACT**

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

## **31 USE OF NAME PROHIBITED**

The Grantee shall not in any way contract on behalf of or in the name of SWC.

## **32 USE OF STATE RESOURCES**

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

## **33 WAIVER**

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

## **34 TERMINATION AND SUSPENSION**

### **34.1 Termination or Suspension for Cause**

In the event that SWC determines the Grantee has failed to comply with the conditions of Agreement in a timely manner, SWC has the right to suspend or terminate this Agreement. Before suspending or

terminating this Agreement, SWC may, at its sole discretion, notify the Grantee in writing of the need to take corrective action. If corrective action is not taken the Agreement may be terminated or suspended. In the event of termination or suspension, the Grantee shall not obligate any additional funds under this Agreement and may be liable for additional remedies to SWC, including but not limited to, the repayment of disallowed costs.

SWC reserves the right to suspend all or part of this Agreement, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by SWC to terminate this Agreement. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Grantee: (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 Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

SWC reserves the right to immediately suspend all, or part of, this Agreement, and to withhold further payments, or to prohibit the Grantee 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 Grantee under this Agreement.

#### **34.2 Termination for Funding Reasons**

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

#### **34.3 Termination or Suspension for Convenience**

Except as otherwise provided in this Agreement, SWC may, by thirty (30) days' written notice, beginning on the second day after mailing, suspend or terminate this Agreement, in whole or in part. If Agreement is so suspended or terminated, SWC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of suspension or termination. If this Agreement is suspended, the Schedule shall be delayed for a period of time equal to the period of such suspension. SAWDC may, by thirty (30) days' written notice, beginning on the second day after mailing, lift the suspension of the Agreement, in whole or in part, at which time the Schedule and the parties' right and obligations shall resume to the extent that the suspension is lifted.

#### **34.4 Termination for Withdrawal of Authority**

In the event that SWC authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, SWC may terminate this Agreement by seven calendar days or other appropriate time period by written notice to Grantee. No penalty shall accrue to SWC in the event this Section shall be exercised.



SPOKANE WORKFORCE COUNCIL  
ASSURANCES FOR WIA/WIOA PROGRAM YEAR 2023-2024

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

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

- 1.1 The Workforce Investment Act of 1998, as amended.  
<http://www.doleta.gov/usworkforce/wia/act.cfm>
- 1.2 The Workforce Investment Act Final Regulations, August 11, 2000, as amended.  
<http://www.doleta.gov/usworkforce/wia/act.cfm>
- 1.3 The Workforce Innovation and Opportunity Act of 2014,  
WIOA law- <http://www.doleta.gov/WIOA/docs/BILLS-113hr803enr.pdf>  
NPRMs- <http://www.gpo.gov/fdsys/pkg/FR-2015-04-16/pdf/2015-05530.pdf>  
WIOA TEGLs/Guidance-  
[http://wdr.doleta.gov/directives/All\\_WIOA\\_Related\\_Advisories.cfm](http://wdr.doleta.gov/directives/All_WIOA_Related_Advisories.cfm)
- 1.4 Implementation of the Nondiscrimination and Equal Opportunity Requirements of the Workforce Investment Act of 1998: Final Rule 29 CFR Part 37.  
<http://www.doleta.gov/regions/reg05/documents/alerts/ia063-08.cfm>
- 1.5 Implementation of the Nondiscrimination and Equal Opportunity Requirements of the Workforce Innovation and Opportunity Act of 2014: Final Rule 29 CFR Part 38.25  
<https://www.gpo.gov/fdsys/pkg/FR-2016-12-02/pdf/2016-27737.pdf>
- 1.6 Washington State WIA Title I-B/ARRA Policies, as referenced and applicable.  
<http://www.wa.gov/esd/policies/title1b.htm>
- 1.7 Washington State WorkSource System Policies, as referenced and applicable.  
<http://www.wa.gov/esd/policies/title1b.htm>
- 1.7 Spokane Area Workforce Development Council Policy Directives.  
<http://www.wdcspokane.com/WorkforceProfessionals.html>
- 1.8 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>
- 1.9 U.S. Department of Labor – multiple links provided on the Spokane Area Workforce Development Council website. <http://www.wdcspokane.com/USDOL.html>

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

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

Rev. 8/15

## Certification Regarding Lobbying

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

The undersigned (i.e., the Contractor signatory) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <b>Cami Eakins</b>	TITLE CEO
APPLICANT ORGANIZATION Career Path Servic	DATE SUBMITTED 08 / 29 / 2023

## Certification Regarding Debarment and Suspension

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <b>Cami Eakins</b>	TITLE CEO
APPLICANT ORGANIZATION Career Path Servic	DATE SUBMITTED 08 / 29 / 2023

**Category totals may not be exceeded.** For Line Item Detail - All line items must have detail to breakout the costs so calculations can be confirmed. For line items that will not have a cost, provide a brief description - such as: Included in RSA Rent costs, or N/A. Each line item is expected to have a cost or a notation. **Printouts must be in "color".**

Part A Budget contains 3 categories - #1 Direct Personnel Salaries & Benefits and #2 Other Direct Costs and #3 Direct Client Services. For #1 Direct Personnel Salaries & Benefits - Changes to staff & staff salary will require written notification to the Funding Source the following reporting month. Shifting funds between categories is ONLY allowable with Funding Source approval as project budgets may have specific requirements. Shifting funds within a category requires notification to the Funding Source at the time requests for funds are submitted.

**FRINGE BENEFITS** - Enter one total for benefits by percentage/rate for all staff listed above.

Type of Benefit	Percentage/Rate	Amount applies to:	TOTAL
Average Fringe Benefits	40.00%	\$20,383.00	\$8,153
TOTAL			\$8,153
Percentage of program salary and benefits allocated to this award			0.39%

A2 OTHER DIRECT COSTS:	Other Direct Costs	\$5,835.03	15.16%
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EQUIPMENT					% of Contract Total
Per item cost and quantity are maximums. Items must be specified and procurement procedures strictly followed per Funding Source policy and Operator policy.					
	Item	Cost per	Quantity	TOTAL	
1) Purchase	Furn & Equip			\$0	
2) Lease/Rent:	Leased Equip/Servers	\$25.00	3	\$75	
3) Maintenance	CPU Maint/Acct/Software			\$0	
		Monthly Rate	% of allocation	Months	
Corporate allocated software, IT support & equipment		\$9,430	0.39%	3	\$112
TOTAL					\$187

CONSUMABLE SUPPLIES AND REPRODUCTION					
	Item	TOTAL			
	Supplies	\$30			
		Monthly Rate	% of allocation	Months	
Corporate allocated supplies		\$550	0.39%	3	\$7
(Non-client supplies, reproduction, etc)					
TOTAL \$37					

TRAVEL					
	Item	Cost	Miles	TOTAL	
	Travel	0.655		\$1,670	
	Travel-Out of County				
	Local Training				
		Monthly Rate	% of allocation	Months	
Corporate allocated training/travel/meetings/conferences		\$8,375	0.39%	3	\$99
TOTAL \$1,769					

COMMUNICATIONS					
	Item	Rate	TOTAL		
	Cell phone/internet Staff & Management	\$ 125.00	\$375		
	Communications - Other (Advertising & Recruiting)		\$30		
		Monthly Rate	% of allocation	Months	
Corporate allocated communications		\$1,015	0.39%	3	\$12
TOTAL \$417					

RENT AND UTILITIES						
	Item	Annualized FTE's	Monthly Rate	Months Per Year	Subtotal	TOTAL
	Rent- Building	1	\$835	3.00	\$ 2,505	\$ 2,505
	Rent - Tech	1	\$250	3.00	\$ 750	\$ 750
					\$ -	\$ -
TOTAL \$3,255						

CONTRACTED SERVICES					
TOTAL					
		Monthly Rate	% of allocation	Months	
Corporate allocated contracted services		\$565	0.39%	3	\$ 7
TOTAL \$7					

OTHER DIRECT COSTS continued:				
OTHER: must clearly describe				
	Item	TOTAL		
		Monthly Rate	% of allocation	Months

Audit		\$1,670	0.39%	3	\$	20
Insurance		\$1,550	0.39%	3	\$	18
Corporate allocated other direct		\$80	0.39%	3	\$	1
IFA	1	\$42	3.00	\$	125	125
<b>TOTAL</b>						<b>\$164</b>
<b>DIRECT CLIENT SERVICES</b>		Direct client costs		0	0.00%	
						% of Contract Total
<b>ALL FIELDS ARE REQUIRED TO BE COMPLETED</b>						
<b>TRAINING SERVICES</b> <i>identify appropriate service for specific program</i>						
<b>Service</b>	<b># Clients served</b>	<b>Estimated Average Cost</b>			<b>TOTAL</b>	
1) On-the-Job Training					\$0	
2) Entrepreneurial					\$0	
3) Intensive Skills Training					\$0	
4) Individual Training Account (ITA) <i>(applicable to Adult &amp; DW)</i>					\$0	
5) Other:					\$0	
<b>TOTAL</b>						<b>\$0</b>
<b>SUBCONTRACTED SERVICES</b>						
<b>SERVICE</b>	<b># Clients served</b>	<b>Estimated Average Cost</b>			<b>TOTAL</b>	
<b>TOTAL</b>						<b>\$0</b>
<b>CLIENT WAGES</b>						
	<b># Clients</b>	<b>Hr/week</b>	<b>Avg Wks</b>	<b>Total Hours</b>	<b>Net hours</b>	<b>TOTAL</b>
				0	0	\$0
<b>TOTAL</b>						<b>\$0</b>
<b>FRINGE BENEFITS FOR CLIENT WAGES</b>						
<b>Type of Benefit</b>	<b>Percentage/Rate</b>	<b>Amount Applies to:</b>			<b>TOTAL</b>	
FICA	7.6500%	\$0.00			\$0	
Workers Compensation Paid Clients	0.35100	0.00			\$0	
WA Paid Family Medical Leave	0.00147	\$0.00			\$0	
Workers Compensation Volunteers	0.06970				\$0	
<b>TOTAL</b>						<b>\$0</b>
<b>SUPPORTIVE SERVICES</b>						
<b>ITEM</b>	<b>Cost per client</b>	<b>Number of Clients</b>			<b>TOTAL</b>	
					\$0	
					\$0	
<b>TOTAL</b>						<b>\$0</b>
<b>OTHER PARTICIPANT PAYMENTS</b>						
<b>Item</b>	<b>Type of Document/Payment</b>	<b>Prior Approval required?</b>			<b>TOTAL</b>	
Carry-In	N/A	N/A			0	
Incentive Payments		No			0	
OTHER: Incentive for accomplishing Benchmarks/Program	N/A	N/A			0	
Relocation Services					0	
<b>TOTAL</b>						<b>\$0</b>
<b>Subtotal of all Direct Charges:</b>						<b>\$34,371</b>
<b>INDIRECT COSTS:</b>						\$4,124.52 10.71%
						% of Contract Total
<b>INDIRECT COSTS</b>						
		<b>RATE</b>	<b>TOTAL</b>			
As defined per project contract	\$34,371	12.00%				\$4,124.52

PY23 PROVISIONAL PERFORMANCE TARGETS – ADULT AND DISLOCATED WORKER	
<b>Employment Rate 2nd Quarter</b> – The percentage of participants in unsubsidized employment during the second quarter after common exit. PY23 Adult Target: 64.8%                      PY23 Dislocated Worker Target: 65.6%	
<b>Employment Rate 4th Quarter</b> – The percentage of participants in unsubsidized employment during the fourth quarter after common exit. PY23 Adult Target: 60.5%                      PY23 Dislocated Worker Target: 63.6%	
<b>Median Earnings 2nd Quarter</b> – The median earnings of participants in unsubsidized employment during the second quarter after common exit. PY23 Adult Target: \$6,470                      PY23 Dislocated Worker Target: \$8,259	
<b>Credential Attainment</b> – The percentage of participants in an education or training program (excluding those in on-the-job training (OJT) and customized training) and who during participation or within one year after common exit: <ol style="list-style-type: none"> <li>1. Attain a recognized postsecondary credential or its recognized equivalent; or</li> <li>2. Attain a secondary school diploma or its recognized equivalent and are employed or are enrolled in an education or training program leading to a recognized postsecondary credential.</li> </ol>	
PY23 Adult Target: 59.0%                      PY23 Dislocated Worker Target: 65.6%	
<b>Measurable Skill Gains</b> – The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment. PY23 Adult Target: 50.8%                      PY23 Dislocated Worker Target: 45.6%	
PY23 PROVISIONAL PERFORMANCE TARGETS - YOUTH	
<b>Education &amp; Employment Rate 2nd Quarter</b> – The percentage of participants in education or training activities, or unsubsidized employment, during the second quarter after common exit. PY23 Youth Target: 58.9%	
<b>Education &amp; Employment Rate 4th Quarter</b> – The percentage of participants in education or training activities, or unsubsidized employment, during the fourth quarter after common exit. PY23 Youth Target: 57.5%	
<b>Median Earnings 2nd Quarter</b> – The median earnings of participants in unsubsidized employment during the second quarter after common exit. PY23 Youth Target: \$3,207	



**Credential Attainment** – The percentage of participants who are enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) and who during participation or within one year after common exit:

1. Attain a recognized postsecondary credential or its recognized equivalent; or
2. Attain a secondary school diploma or its recognized equivalent and are employed or are enrolled in an education or training program leading to a recognized postsecondary credential.

PY23 Youth Target: 59.2%

**Measurable Skill Gains** – The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment.

PY23 Youth Target: 22.8%

#### **PERFORMANCE METRICS – EFFECTIVENESS IN SERVING EMPLOYERS**

Performance metrics for effectiveness in serving employers have not yet been identified by Washington State.

Title	CPS PY23 Q1 WIOA One-Stop Operator Contract for Signature
File name	file
Document ID	fb4c8aa663079d1ab5c1e17fb27a1aa49757c88f
Audit trail date format	MM / DD / YYYY
Status	● Signed

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([ceakins@careerpathservices.org](mailto:ceakins@careerpathservices.org)) and Mark Mattke  
([mmattke@spokaneworkforce.org](mailto:mmattke@spokaneworkforce.org)) from  
[llaubscher@spokaneworkforce.org](mailto:llaubscher@spokaneworkforce.org)  
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IP: 174.204.71.211



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