Workforce Development Council of Seattle King County

Contract Number: Y8COS-823-WYO

Effective From: 05/01/09 – 10/31/09

Contracting Parties

Workforce Development Council of Seattle – King County 2003 Western Avenue, Suite 250 Seattle, WA 98121-2162	AND	City of Seattle 810 Third Avenue, Ste 420 Seattle, WA 98104
Contacts: Program: Peter Cavanaugh (206) 448-0474 Fiscal/Budget: Kevin McKinnon (206) 448-0474		**Contact:** Kellie Nakano Phone: (206) 684-0518

Source of Funding: ARRA WIA Out of School Youth CFDA 17.259
DOL/Employment Security
Total contract amount (not to exceed) $412,193

WHEREAS, the Workforce Development Council of Seattle – King County (WDC), a non-profit organization incorporated pursuant to the Washington Nonprofit Corporation Act, Chapter 24.03 of the Revised Code of Washington and capable of entering into contracts pursuant to Article 7 of the Seattle-King County Workforce Development Council Bylaws, desires to obtain certain services as further described within the contents of this contract and exhibits contained herein;

WHEREAS, the Contractor, who warrants to possess sufficient qualified personnel, material, equipment, management, professional and technical skills to complete tasks as required and agrees to perform services as described in this contract and exhibits contained herein;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, or attached and incorporated hereof, the parties hereto agree to enter into this **cost-reimbursable** contract. The WDC and the Contractor in agreeing to execute this contract have had their authorized representatives affix their signatures below.

SIGNATURES

FOR THE CONTRACTOR	FOR THE WDC
NAME: Alan Painter	NAME: Marlena Sessions
TITLE: Director	TITLE: Chief Executive Officer
SIGNATURE: [signature] DATE: 6-3-09	SIGNATURE: Marlena Sessions DATE: 6.9.09

SCOPE OF SERVICES

The Contractor shall provide services and comply with the requirements set forth hereinafter and in the following Exhibits attached and incorporated herein by reference; or as may be formally amended or modified by all parties pursuant to the conditions of this contract.

Statement of Work	Attached as Exhibit A
Budget Summary and Detail	Attached as Exhibit B
General Terms and Conditions	Attached as Exhibit C

1. REIMBURSEMENT

In consideration of the services to be performed and the costs incurred in their performance, the WDC shall reimburse the Contractor, in accordance with Exhibit B, 'Budget Summary and Detail', all allowable, allocable, and actual costs incurred, upon receipt and acceptance of a WDC invoice form, or WDC approved alternative, and a line item back-up form, when applicable.

Payment shall be provided only for those costs incurred during the effective dates of the contract.

The contractor agrees to submit invoices for costs incurred at least quarterly, although monthly invoicing is highly encouraged.. Invoices are due at the WDC and paid following the 'Invoice Submission Schedule'. Invoices must be accompanied by documentation of actual expenses provided by the contractors accounting software package.

The WDC reserves the right to adjust current or future payments contingent upon review of charges invoiced by the Contractor that do not fall within the provisions of this contract and/or to withhold payment contingent on verification of services. **The WDC is not liable for any costs incurred by the Contractor unless contractual performance is provided.**

2. BUDGET VARIANCE

At no time during the life of this contract shall funds be shifted between the cost categories as established on the WDC Budget Forms or WDC Invoice, unless a Contract Modification is approved by both parties. Overexpenditure of a cost category is not allowable.

3. PERFORMANCE REVIEW

The WDC will regularly conduct oversight on all programs and contracts issued by the WDC. Desktop monitoring of programs through submitted reports will occur continuously and on-site monitoring will be conducted regularly. The contractor agrees to make available to the WDC, grantor agencies, and other Federal/State oversight agencies all documentation pertaining to the operation of this contract. Reasonable accommodation for on-site visits will be afforded to the oversight agencies.

Performance will be reviewed by the WDC at any time against plan levels. If planned Expenditure Rate or performance varies from plan, a determination may be made by the WDC that a material breach of contract has occurred. In these cases, one or more of the following actions may occur:
(See more details under Exhibit C, 'General Terms and Conditions')

- **Corrective Action:**
  Whenever possible, the WDC will work with the contractor to come up with a mutually agreeable plan of action to correct the issues resulting in a Corrective Action requirement. The WDC may require certain actions be taken to correct the issue(s).

(Cont.)

- **Contract Modification:**
  The WDC may modify the contract to adjust budgets or performance requirements to account for the over/under expenditure or performance rates/levels.

- **Adjustments to Invoices/Repayment:**
  The WDC reserves the right to adjust future invoices or require immediate repayment of reimbursed expenditures if it is determined that the contractor has incorrectly invoiced the WDC, has been reimbursed for costs not allowed under the contract, or been reimbursed in error.

- **Termination of the Contract:**
  The WDC may decide to terminate the contract in whole, or in part.

4. FORMS AND REPORTING REQUIREMENTS

Program Narrative Reports:
Narrative reports must be submitted to the WDC by the 15th of the month following the end of each calendar quarter (some grants may require monthly reporting, if applicable).

Quarterly Accrual Report:
Contractors agree to submit an accrual report for all incurred but un-invoiced expenditures no later than the 15th of the month following each calendar quarter.

Calendar Period	Accrual Report Due By
Quarter ends March 31st	April 15th
Quarter ends June 30th	July 15th
Quarter ends September 30th	October 15th
Quarter ends December 31st	January 15th

Leveraged/Match Funds Report:
Contractors that have contracts that require the reporting of leveraged or match funds will be notified of the requirement. Forms and instruction for reporting will be provided. If required, the leveraged/match funds report will be due at the WDC quarterly following the same schedule as the accrual report detailed above.

Contract Closeouts:
Contract closeout packages will be sent at the end of a contract period. All closeout packages, including the final billing, are due 60 days after the end of a contract. Failure to receive these forms does not relieve the Contractor from their responsibility to submit their closeouts by the due date.

Misc.:
Other reports as requested by the WDC or governing agencies that demonstrate compliance with the covenants and obligations of the Contractor in this contract.

5. MIS REPORTING REQUIREMENTS

- ✓ All available participant MIS data is to be entered into SKIES by the last workday of each month for reporting by the third week of the following month.
- ✓ All available participant MIS data pertaining to the end of the program year, is to be entered by July 31st of each year for reporting by the third week of August of each year.
- ✓ Participant data shall be entered into SKIES by identifying a service, program affiliation, and contract assignment to enroll under.

(Cont.)

PROGRAM YEAR 2008 SCHEDULE	
Week of	Data as of
August 4th	August 2th
October 6th	October 4th
January 12th	January 10st
April 13th	April 11th
July 13th	July 11th
August 10th	August 8th

6. DATABASE REQUIREMENTS

- Hardware requirements must meet SKIES Basic Network Technology Standards:
  - CPU (Central Processing Unit) – Pentium IV 2.4GHz or better
  - RAM (Random Access Memory) – 256MB or better
  - Disk Storage – 5GB of available free space
  - Internet Access through one of the following methods:
    - Internet Service Provider (ISP); or
    - Local Area Network (LAN); or
    - Wide Area Network (WAN); or
  - For more detailed technical information, please see <http://www.seakingwdc.org/skies/skies_tech_standards.doc>.
- Software requirements must meet the following minimum requirements to access data tools provided by Seattle-King County Workforce Development Council:
  - Operating System (OS): Windows 2000 (SP4) or Windows XP or Windows 2003
  - Internet Explorer 6.0 with SP2 or higher
  - Java Plug-In – Microsoft Java Virtual Machine or Oracle Java Initiator. ***Please note that the Java required will depend on the OS:***
    - Windows 95, 98, 98SE, or ME: MS JVM
    - Windows NT, 2000, XP or 2003: Oracle J-Initiator ver. 1.3.1.28
  - Acrobat Reader v7.0 or higher (http://www.adobe.com/products/acrobat/readstep2.html)
  - Microsoft Access 2003 or the Microsoft Office 2003 Professional Suite (which includes Access 2003).
  - Knowledge of Internet usage
  - Knowledge of email usage
  - Knowledge of Word, Excel, and Access
- WIA service providers are required to attend SKIES training.

7. USE OF CONTRACT FUNDS FOR PRINTED MATERIALS

If all or parts of these funds are used for publications and or marketing materials, the Contractor agrees to add the following line to those materials: *This publication was paid for in part and in partnership with the WDC of Seattle-King County.*

8. ENTIRE AGREEMENT

This contract, including all attachments hereto, sets forth the entire relationship of the parties to the subject matter hereof, and any other agreement, representation or understanding, verbal or otherwise dealing in any manner with the subject matter of this contract is hereby deemed to be null and void and of no force and effect whatsoever.

EXHIBIT A
STATEMENT OF WORK

Workforce Development Council of Seattle-King County
ARRA Summer Youth Employment WIA 1B Out-of-School Youth Services
Contract #Y8COS-822-WYO
Statement of Work
City of Seattle Human Services Department
May 1, 2009 –October 31, 2009

I. Program Overview

This American Recovery and Reinvestment Act of 2009 (ARRA) Workforce Investment Act (WIA) Youth Services contract is awarded through funding decisions made in a competitive Request for Proposals process. The ARRA Summer Youth Employment Program is intended to include high quality and well supervised career related work experiences. Work Experience activities are a required component of this program. Work experience activities can be combined with classroom training and other activities which together result in the attainment and documentation of work readiness skills. The American Recovery and Reinvestment Act of 2009 provide for summer youth employment services. These services must be provided in accordance with the Workforce Investment Act of 1998 (WIA), Title I.

The US Department of Labor provides the following guidance through TEGLNO14-08 March 18, 2009:

In addition to emphasizing summer employment as a major component of the funding, the Recovery Act includes two other significant changes to youth activities under WIA. The Act increases the age eligibility to a maximum of 24 years old. The Recovery Act also states that the work readiness indicator will be the only indicator to assess the effectiveness of summer employment.

Summer Employment Timeline. For purposes of the Recovery Act funds, the period of "summer" will be from May 1 through September 30. "Summer Employment" may include any set of allowable WIA Youth services that occur during the above referenced summer months as long as it includes a work experience component. Work Experience is defined under WIA regulations at 20 CFR 664.460.

The work readiness portion of the skill attainment rate will be the only indicator used for youth that participate in "summer employment" only.

Tracking and Reporting. In order to determine how to track and report youth served by Recovery Act funds, youth will be classified in the following ways:
• Any youth served with Recovery Act funds will be included in a separate Youth Recovery Act report. (Guidance will be provided in an upcoming Recovery Act Performance and Reporting TEGL.
• Any youth served with only Recovery Act funds that participates in summer employment only, will only be included in the Youth Recovery Act report and the work readiness indicator will be the only measure that applies to such youth.

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Meaningful Work Experience. Work experience is the core component of a summer employment program. All service providers should ensure that participating worksites introduce and reinforce the rigors, demands, rewards, and sanctions associated with holding a job. Service providers should make an effort to match worksites with participants' interests and goals. Some service providers have created work experience activities where the learning of work readiness skills is acquired on the job. This may be an acceptable model for older youth who already possess the necessary academic skills.

Worksites. Service providers should seek employers that are committed to helping participants receive the experience and training that is required to meet the work readiness goals set for summer employment participants. Service providers should consider a combination of public sector, private sector, and non-profit summer employment opportunities. This may also include project-based community service learning opportunities not conducted at an employer worksite. When utilizing service learning opportunities, worksite supervision, including participant to staff ratio, is critical. Attention should be given to ensure that work experience arrangements do not unfavorably impact current employees and do not impair existing contracts for services or collective bargaining agreements. In addition, the work experience of the participants should not replace the work of employees who have experienced layoffs (see 20 CFR 667.270 for nondisplacement requirements).

Youth summer employment should be a work experience intended to increase work readiness skills of participants and not impact the profit margin of a for-profit company.

Section 1604 of Division A of the Recovery Act states, "none of the funds appropriated or otherwise made available in this Act may be used by any state or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool." Therefore, service providers should not use Recovery Act funds to place youth in summer employment or work experiences outside the summer months in any of these facilities.

The WDC has established the following guidelines for this program:

Youth Program Elements and Design

It is the intent of this program to (1) seek innovative approaches in youth programs and services; (2) connect more young people in King County with work opportunities; (3) increase young peoples' work readiness and competitiveness in future employment; and (4) increase career planning and skills development offered to young people including post-secondary education.

A. Required Youth Core Services

Service providers must ensure the provision (either directly or through leveraged resources) of the following required core components : a) Outreach, Recruitment and Orientation; b) Eligibility Determination and Registration; c) Objective Assessment; d)

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II. Program Design Description

1)Please use the table below to describe your agency and it's service delivery structure, your partners, funding amount associated with subcontracted partners, if applicable, and the key roles & responsibilities of each partner.

Contractor and Partner Agency Name	Partner receives WIA funds (Y/N)	IF YES, indicate the dollar amount to be subcontracted to the agency.	Leveraged funds (if any) contributed by partner agency	List key roles & responsibilities of each partner agency (including City of Seattle Human Services Department).
City of Seattle/Human Services Department	Yes	$236,361	0	Consortium Lead & Contract Development; Sub-contract Development; Monitoring & Auditing; Contract Reporting/Representation to WDC; SKIES Database Entry & Management; Recruitment/Enrollment; Case Management; Job Development; Employment Training; Transitional Services
City of Seattle/Dept. of Transportation	Yes	$5,000	0	Group Project Development; Employment Training
City of Seattle/Parks and Recreation	Yes	$20,000	0	Group Project Development; Employment Training
EOS (Environmental Outreach and Stewardship)	Yes	$10,000	0	Group Project Development; Employment Training
Metrocenter YMCA	Yes	$46,132	0	Recruitment/Enrollment; Case Management; Employment Training; Job Development; Transitional Services
Neighborhood House	Yes	$5,000	0	Recruitment; Case Management; Employment Training; Job Development; Transitional Services
YouthCare	Yes	$89,700	0	Recruitment/Enrollment; Case Management; Employment Training; Job Development; Transitional Services
TOTAL:		$412,193		

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c. **Technology**.
   - Metrocenter will provide 10 internships in their Puget Sound-Off Digital Connectors project exposing youth to community marketing and advocacy using technology. Youth will post their work on pugetsoundoff.org to engage with the community.
   - Additional technology worksites include community computer labs and City of Seattle departments.

d. **Trades.**
   - Seattle Parks and Recreation will provide 10 internships in the skilled trades. Participants will be paired with carpenters, electricians, plumbers, painters and metal fabricators to gain hands-on experience in the skilled trades.

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IV. System Participation Requirements

Contractor agrees to work toward the following system requirements:

Customer documentation

- Comply with applicable WDC policies, guidelines, and technical assistance which can be found at: http://www.seakingwdc.org/Templates/sp_policies.html.
- Maintain customer files that reflect on-going assessment and contain eligibility documentation, assessment results, case notes and other documentation of services if required.
- At enrollment, inform customers of follow-up exit interview; update contact information on customers accordingly.
- Use SKIES to accurately enter customer data on a regular basis; ensure that staffs are trained to use SKIES.
- Agree to collect data elements as required by the WDC and submit required reports to the WDC.

Administrative

- Attend meetings at the WDC with other WIA youth service providers as required.
- Fully cooperate with all monitoring visits from WDC staff or from government agencies such as the Department of Labor.
- Attend WDC-required training sessions related to WIA youth program performance, case-management, and other topics identified as system-wide priorities by the WDC.
- Should federal or state definitions of performance benchmarks change, the WDC reserves the right to modify this contract.

Consortium Management [*Note: for all contractors administering consortia]*

- Convene consortium partners on a regular basis to discuss system operations and support positive performance outcomes.
- Work with consortium partners on planning and successful implementation of WIA and WDC policies and services.
- Conduct subcontractor monitoring visits and reports, including case-file reviews, for each subcontract at least once per contract period.

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EXHIBIT B
BUDGET SUMMARY AND DETAIL

WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY
BUDGET SUMMARY

CONTRACTOR: City of Seattle Human Services Department
Contract # Y8COS-823-WYO
FUNDING SOURCE: ARRA WIA Out of School Youth Funding

COST CATEGORY	TOTAL
PERSONNEL COSTS	$ 80,787
OPERATING COSTS	$ 3,924
STAFF TRAVEL	$ 3,150
CAPITALIZED EQUIPMENT PURCHASES	$ -
CONTRACTUAL COSTS	$ 175,832
INDIRECT OR SHARED COSTS	$ -
DIRECT PARTICIPANT COSTS	$ 148,500
PROFIT MARGIN (FOR PROFIT AGENCIES ONLY)	$ -
TOTAL BUDGET:	$ 412,193

PARTICIPANT COSTS BREAKDOWN: FOR INFORMATIONAL PURPOSES ONLY

INDIVIDUAL TRAINING ACCOUNTS	$ -
OTHER TRAINING (OJT, WORK EXP., VOCATIONAL EXPLORATION)	$ 126,000
SUPPORT SERVICES	$ 22,500
TOTAL PARTICIPANT COSTS:	$ 148,500

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NON BUDGET DETAIL: FOR INFORMATIONAL PURPOSES ONLY

LEVERAGED FUNDS	$ 33,333

WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY

STAFF WAGES - NON SALARY

CONTRACTOR: City of Seattle Human Services Department

CONTRACT #: Y8COS-823-WYO

POSITION TITLE	HOURLY RATE (IF APPLICABLE)	CONTRACT RATE (IF APPLICABLE)	# OF HOURS	ADMIN. STAFF	PROGRAM STAFF	TOTAL
Stimulus Program Supervisor (36% of hours)	$30.31		248	7,508		7,508
Senior Grants and Contracts Specialist (36% of hours)	$27.57		248	6,829		6,829
Counselors (36% of hours for 5 positions)	$25.55		1525		38,994	38,994
Accounting Technician (36% of hours for 3 positions)	$19.71		840	16,556		16,556
TOTAL STAFF WAGES				30,893	38,994	69,887

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WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY FRINGE BENEFITS
CONTRACTOR: City of Seattle Human Services Department
CONTRACT #: Y8COS-823-WYO

FRINGE BENEFITS	ADMINISTRATIVE STAFF	PROGRAM STAFF	TOTAL
Stimulus Program Supervisor	1,173		1,173
Senior Grants and Contracts Specialist	1,067		1,067
Counselor	6,077		6,077
Accounting Technician	2,583		2,583
fringe benefit rate = 15.60%			
TOTAL FRINGE BENEFITS	10,900	0	10,900

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WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY OPERATING EXPENSES
CONTRACTOR: City of Seattle Human Services Department
CONTRACT #: Y8COS-823-WYO

OPERATING EXPENSES	TOTAL
Office Supplies	2,874
Communications	720
Postage	330
TOTAL OPERATING	3,924

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WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY STAFF TRAVEL
CONTRACTOR: City of Seattle Human Services Department
CONTRACT #: Y8COS-823-WYO

LOCAL (Within King County)	TOTAL
Vehicle Rental/Lease & Parking ($350 per month x 5 cars x 5 months x 36% of total)	3,150
SUBTOTAL LOCAL TRAVEL	3,150
OUT-OF-AREA (Outside King County)	TOTAL
SUBTOTAL OUT-OF AREA TRAVEL	0
TOTAL STAFF TRAVEL	3,150

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WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY CONTRACTUAL SERVICES
CONTRACTOR: City of Seattle Human Services Department
CONTRACT #: Y8COS-823-WYO

CONTRACTOR NAME/TYPE OF SERVICE	TOTAL
Metrocenter YMCA	46,132
YouthCare	89,700
Environmental Outreach and Stewardship	10,000
City of Seattle Parks and Recreation	20,000
City of Seattle Department of Transportation	5,000
Neighborhood House	5,000
TOTAL CONTRACTUAL SERVICES	175,832

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WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY DIRECT PARTICIPANT COSTS
CONTRACTOR: City of Seattle Human Services Department
CONTRACT #: Y8COS-823-WYO

TUITION, BOOKS AND SUPPLIES	TOTAL
SUBTOTAL	0
OTHER TRAINING	TOTAL
Wages @ $10/hour x 24 hours/week x 7 weeks for 75 youth	126,000
SUBTOTAL	126,000
SUPPORT SERVICES	TOTAL
Training, test fees, clothing and transportation (75 youth x $300/youth)	22,500
SUBTOTAL	22,500
TOTAL DIRECT PARTICIPANT COST	148,500

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WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY LEVERAGED FUNDS
CONTRACTOR: City of Seattle Human Services Department
CONTRACT #: Y8COS-823-WYO

SOURCE OF LEVERAGED FUNDS	TOTAL
City of Seattle General Fund	33,333
TOTAL LEVERAGED FUNDS	33,333

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

PART I: DEFINITIONS

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

A. "CONTRACTOR" shall mean one, not in the employment of the WDC or grantor, who is performing all or a part of the activities funded under this Contract under the auspices of the WDC or grantor.

B. "WDC" shall mean the Workforce Development Council of Seattle-King County.

C. "DISPUTE" shall mean a conflict or controversy; a conflict of claims or rights; an assertion of a right, claim or demand on one side met by contrary claims or allegations on the other.

D. "MINORITY BUSINESS ENTERPRISE," "MINORITY-OWNED BUSINESS ENTERPRISE," or "MBE" shall mean a business organized for profit, performing a commercially useful function, which is legitimately owned and controlled by one or more minority individuals or minority business enterprises certified by the Office of Minority and Women's Business Enterprises. The minority owners must be United States citizens or lawful permanent residents.

E. "WOMEN'S BUSINESS ENTERPRISE," "WOMEN-OWNED BUSINESS ENTERPRISE," or "WBE" shall mean a business organized for profit, performing a commercially useful function, which is legitimately owned and controlled by one or more women or women's business enterprises certified by the Office of Minority and Women's Business Enterprises. The women owners must be United States citizens or lawful permanent residents.

PART II: GENERAL CONDITIONS

A. ACCESS TO RECORDS AND FACILITIES

The Office of the State Auditor, federal auditors, the awarding agency, the Comptroller General of the United States, any of their authorized representatives, and any persons duly authorized by the WDC shall have full access to and the right to examine and copy any and all books, records, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. Access shall be at all reasonable times during the record retention period.

The Office of the State Auditor, federal auditors, the WDC, and any persons duly authorized by the WDC shall have the right of access at all reasonable times in order to examine and inspect any site where any phase of the program is being conducted, controlled or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this Contract.

The Contractor shall include these requirements in all approved contracts awarded to Sub-Contractors.

B. ADMINISTRATION OF OFFERER

Any organization operating a program funded by the WDC shall have demonstrated administrative and accounting capabilities necessary to safeguard WDC funds.

C. ASSIGNABILITY

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

D. ASSURANCES

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

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

In performing its responsibilities under this contract agreement, the awardee hereby certifies and assures that it will fully comply with ***WDC local policies (posted at http://www.seakingwdc.org), Federal and State policies as they pertain to funding/grant source, and*** the following regulations and cost principles, including any subsequent amendments:

Uniform Administrative Requirement:

- 29 CFR Part 97, for State/Local Governments and Indian Tribes;
- 29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations.

Cost Principles: **(subject to the exception specified at 20 CFR Part, 667)**

- OMB Circular A-87, for State/Local Governments and Indian Tribes;
- OMB Circular A-21, for Institutes of Higher Education; or
- OMB Circular A-122, for Non-Profit Organizations.

Other Requirements:

- 20 CFR Parts 652, et al, As Applicable
- 29 CFR Part 96, Single Audit Act
- 29 CFR Part 93, Lobbying Certificate
- 29 CFR Part 37.20, Assurances
- 29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements
- 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace

E. BONDING

The Contractor shall ensure that:

1. Every officer, director, or employee who is authorized to act on behalf of the Contractor or any Subcontractors for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be bonded to provide protection against loss.

2. Fidelity bonding secured pursuant to this Contract must have coverage of $100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.

3. If requested, the Contractor will provide a copy of the certification from the bond-issuing agency.

F. CANCELLATION OF AWARD

The WDC reserves the right to cancel an award immediately if new State or Federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program.

G. CHANGES AND MODIFICATIONS

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

The WDC reserves the right to unilaterally modify the contract as a result of Federal or State imposed requirements. In these cases, the WDC will notify the Contractor in writing. Upon receipt of such notification, and within 5 working days, the Contractor shall have the option of agreeing to such amendment or notifying the WDC it cannot comply and terminate the contract, as specified in **Section JJ-Termination**.

The WDC reserves the right to modify this contract in whole or in part within ten (10) calendar days written notice in the event expected or actual funding is withdrawn, reduced or limited in any way after the effective date of this contract and prior to normal completion thereof. The WDC agrees to pay the Contractor for all work performed prior to the effective date of modification, provided that such services performed are in accordance with the provisions of this contract.

H. CHOICE OF LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in King County.

I. COMPLAINT AND HEARING PROCEDURE

The Contractor shall abide by an applicable Complaint and Hearing Procedure. If enrollment of participants is part of this contract, the Contractor agrees to implement and maintain a Complaint and Hearing Procedure. All participants shall be informed, in writing, of the Complaint and Hearing Procedure and that it is available for their review.

J. CONFLICT OF INTEREST/CODE OF CONDUCT

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

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

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

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

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

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

K. CONTRACTOR REGISTRATION

If required, the Contractor agrees to complete registration with the Department of Revenue, Department of Labor and Industries and Employment Security Tax Administration by having filed a master business application prior to the execution of this Contract and to pay any taxes, fees or deposits required by the state as a condition of providing services under this Contract. Contractor will provide the WDC with its Washington Unified Business Identifier (UBI) number or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987, if requested by the WDC. The required information will be provided prior to the Contractor commencing services under this Contract. Contractors from other states must provide proof as a legally established business entity according to IRS rules.

L. CORRECTIVE ACTION POLICY AND PROCEDURE

In the event the WDC determines that a breach of contract, including but not limited to the lack of acceptable performance or suspected fraud, abuse, or other criminal activity has occurred in the Contractor's compliance with the conditions of this contract, and the situation is deemed by the WDC to merit corrective action, the following sequential procedure will be implemented:

1. The WDC will notify the Contractor formally in writing of the perceived breach of contract and/or the Contractor's lack of acceptable performance;
2. The Contractor will respond to the WDC's concerns by providing in writing a proposed plan of corrective action including proposed completion date for bringing the contract into compliance. Such response must be received by the WDC within ten (10) working days of the date of the Contractor's receipt of the WDC's formal notification;
3. The WDC will notify the Contractor in writing as to the final disposition of the WDC's concerns. The determination of the sufficiency of the Contractor's corrective action plan and implementation schedule shall be at the sole discretion of the WDC;
4. If the Contractor does not respond within the appropriate time with a corrective action plan, or fails to implement the plan to the satisfaction of the WDC, the WDC reserves the option of serving a reduction or termination notice on the Contractor that will become effective twenty (20) working days after receipt. The WDC shall be liable for payment only for services rendered prior to the effective date of the notice provided that such services performed are in accordance with the terms and provisions of this contract.

If necessary, the WDC reserves the right to suspend, in whole or in part, the contract, and to withhold further payments, or to prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action.

M. DEBARMENT AND SUSPENSION

The WDC shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension, codified at 29 CFR part 98.

N. DISPUTE/APPEAL

The Contractor must file with the WDC in writing within 15 calendar days of when the Contractor believes the complaint (act, event, default) in question occurred. This notice must clearly state the reason for the complaint, the law, regulation or contract provision that has been violated and the remedy sought. The WDC will, based on all factors, render a decision upon the matter. If the Contractor disagrees with the resolution reached, they have 15 calendar days from the date of the WDC's written decision to submit a request for further appeal. This request, clearly stating the reason for the appeal, the law, regulation or contract provision that has been violated and the remedy sought, shall then be taken before an Administrative Law Judge through the Washington State Office of Administrative Hearings for arbitration in Seattle, Washington. The arbitrator's findings, decisions, and awards shall be final, binding and conclusive on both the parties hereto and judgment hereto may be entered in any court or forum having jurisdiction. All costs shall be borne equally by both parties, with the exception that each party is responsible for its own legal fees.

Any written filing submitted by the Contractor must contain all elements specified above or it will not be considered to have been filed.

O. DRUG-FREE WORKPLACE

All Federal grant recipients and sub-recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 98.

P. DUPLICATION OF BILLED COSTS

The Contractor shall not bill the WDC for costs if the Contractor is being paid by another funding source for those same costs. Duplicate payments shall result in the disallowance of WDC reimbursements.

Q. EQUIPMENT MANAGEMENT AND INVENTORY

The purchase, maintenance and inventory of any equipment purchased under this contract will follow procedures as proscribed in WDC Policy #04-2002, 'Equipment Management & Inventory Policy'.

R. FRAUD, ABUSE, OR OTHER CRIMINAL ACTIVITY

The Contractor or its subcontractors shall report to the WDC immediately all information and complaints involving suspected fraud, abuse or other suspicious activity (20 CFR 629.55). The following categories fall under this section:

Fraud, Misfeasance, Nonfeasance, or Malfeasance: Any alleged deliberate action that is apparently in violation of Federal statues and regulations. This category includes, but is not limited to, indications of bribery, forgery, extortion, embezzlement, theft of participant checks, kickbacks from participants, intentional payments to a contractor without the expectation of receiving services, payments to ghost enrollees, misuse of appropriated funds and misrepresenting information in official reports.

Misapplication of Funds: Any alleged use of funds, assets or property not authorized or provided for by grantor or regulations, grants or contracts. This category includes, but is not limited to, nepotism, political patronage, use of participants for political activity, ineligible enrollees, conflict of interest, failure to report income from Federal funds, violation of contract/grant procedure, and using grantor funds for other than specified purposes.

Gross Mismanagement: Actions or situations arising out of management ineptitude or oversight which lead to major violations of grantor specifications or processes, regulations, or contract/grant provisions which severely hamper accomplishment of program goals. These include situations that lead to waste of government resources and put into serious jeopardy future support for a particular project. This category includes, but is not limited to, unauditable records, unsupported costs, highly inaccurate fiscal reports and/or program reports, payroll discrepancies, payroll deductions not paid to Internal Revenue Service, and lack of good internal control procedures.

Employee/Participant Misconduct: Actions, occurring during or outside work hours, which reflect negatively on the WDC mission. This may include, but is not limited to, conflict of interest or the appearance of conflict of interest involving outside employment, business, and professional activities; the receipt or giving of gifts, fees, entertainment, and favors; misuse of Federal or State property; misuse of official information; and such other activities as might adversely affect the confidence of the public in the integrity of the Federal or state government, as well as serious violations of Federal and state laws.

The Contractor should ensure that their personnel and contractors are familiar with the procedures of reporting suspected or known criminal activity or program abuse.

S. INDEMNIFICATION

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees or 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.

T. INDEPENDENT CAPACITY OF CONTRACTOR

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

U. INDUSTRIAL INSURANCE COVERAGE

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

V. INFORMATION TECHNOLOGY RESOURCES

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

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

W. INSURANCE

Commercial General Liability Insurance. The Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance that covers bodily injury, property damage and contractual liability with the following minimum limit:

Each Occurrence - $1,000,000;
General Aggregate - $2,000,000.

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

Professional Liability Insurance. The Contractor shall carry and maintain professional liability insurance. Such coverage shall cover losses caused by error and omissions in rendering professional services and shall have the following minimum limits:

$300,000 per incident, loss or person.

The Contractor shall ensure employees and any subgrantees are covered by professional liability insurance.

Additional Provisions:

1. Material Changes: The WDC shall be given advance notice of any material change to insurance policies coverage for services provided under this Contract.

2. Identification: The policy shall reference this Contract Number.

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

4. Excess Coverage: The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified.

5. Self-Insured: If self-insured, the Contractor warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this Contract, and that the Contractor's Risk Officer or appropriate individual will provide the WDC evidence of such insurance.

6. The Contractor is required to provide the WDC with a copy of the applicable insurance face sheet(s) or certification of self-insurance reflecting these coverages. Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the Contract.

X. LOBBYING ACTIVITIES

The Contractor shall make available upon request certification of compliance with 29 CFR 93 regulations, which restrict lobbying. The Contractor shall also make available upon request required disclosure information if the Contractor participates in lobbying activities during the Grant period.

Y. NONDISCRIMINATION

The Contractor shall comply with the nondiscrimination and equal opportunity laws described in Section 188 of WIA of 1998, including Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990.

The Contractor shall promptly notify the WDC EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Federal program or activity.. The WDC EO Officer will notify the Director, Civil Rights Center (CRC), Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.

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

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

> **"(*NAME OF ORGANIZATION*) is an equal opportunity employer and provider of employment and training services. Auxiliary aids and services are available upon request to persons with disabilities."**

Z. PROGRAM ELIGIBILITY

The contractor shall adhere to eligibility requirements as stated in WDC policies and/or grant guidelines. All eligibility must be documented and available for review by WDC monitors.

AA. PROGRAM EVALUATION

To ensure timely and appropriate evaluation of WDC programs, the WDC may conduct ongoing evaluations of Contractors. This will include both quantitative and qualitative elements. The quantitative results will come for the most part from the MIS data and will include analysis of enrollments and outcomes, including, for example, placements, retentions, etc.

The qualitative assessment will be based on observation of program activities against quality criteria developed to evaluate program performance outcomes, the quality of and intensity of services and program management.

The evaluation results will be to improve program services across the WDC system and will also serve as the basis for continued funding.

BB. PROGRAM INCOME

The term "Program Income" means revenues earned in excess of costs. Program income shall also include earnings realized from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, rental fees, interest, sale of royalties, patent or copyrights. Any public agency or private non-profit organization that generates program income under a WDC contract may use program income during the program year in which the contract ends to carry out any authorized grantor activity. Any income unexpended after the designated period shall be returned to the WDC. A program year begins July 1 and ends on June 30. Program Income must be used in the cost category in which it was realized.

CC. RECORDS RETENTION

The Contractor shall:

1. Retain all financial, statistical, property and participant records, and supporting documentation for a period of three years from the date of submission of the final expenditure report.

2. Retain records for non-expendable property for a period of three years from the date of submission of the final expenditure report or three years after final disposition of the property, whichever is later.

3. Retain those records mentioned in 1. and 2. beyond the three year period if any litigation or audit has begun, or if a claim is instituted involving the Contract, or agreement covered by the records. In these instances, the records will be retained three years after the litigation, audit, or claim has been finally resolved.

4. Records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint.

DD. RESOLUTION OF CONFLICTING PROVISIONS

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

1. The existing or hereinafter amended federal law and regulations relating to program, the Washington State Policies, and any applicable Washington State Regulations.

2. The Contract and its modifications.

3. The Local Operations Plan and its modifications for this Workforce Development Area as filed with the Employment and Training Division of the Department.

EE. SAFEGUARDING OF CLIENT INFORMATION

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

FF. SINGLE AUDIT ACT REQUIREMENT

As a subrecipient of federal awards as defined by the Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The Contractor shall make records available for review or audit by officials or representatives of the WDC, the federal awarding agency, the General Accounting Office, the Comptroller General of the United States, the Employment Security Department, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its subcontractors and subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

Contractors who are expending $500,000 effective FY ending after December 31, 2003 or more in federal awards from any and/or all sources, shall procure a single or program-specific audit for that year. Upon completion of each audit, the contractor or subrecipient shall submit, to the WDC, the appropriate documentation as required in OMB Circular A-133. Moreover, an entity that is not required to obtain an independent audit may not expend Federal funds on the conduct of an audit should the agency choose to have one conducted.

GG. SMALL, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISES

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

HH. SUBCONTRACTOR COMPLIANCE

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

II. TAXES

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

JJ. TERMINATION

Either party may terminate this contract for any reason by providing written notice to the other party 30 days prior to the effective date of termination. The specific basis for termination of this contract shall not in any manner modify or impair the foregoing general power of termination of the WDC.

Termination for Cause: The WDC may terminate the contract if, after following the provisions set forth in this contract, it determines the Contractor has failed in the performance of the covenants and obligations of this contract. The WDC shall notify the Contractor in writing of the termination and reasons for the termination, together with the effective date. Liability of the WDC for payment under this contract shall extend only to such services as provided by the Contractor prior to the date of termination provided such payment is in accordance with the provisions of this contract.

The WDC may, by written notice to the Contractor, terminate the right of the Contractor to proceed with this contract if it is found, after notice and hearing by the WDC, that any gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the WDC in an effort to obtain this contract.

Termination for Convenience: Either party may, without cause, at any time during the term of this contract, terminate this contract by giving a written notice of its intention to terminate the contract upon a specific date. If the party giving the termination notice does not withdraw the notice in writing, this contract shall terminate on the date specified upon expiration of a twenty-day period from the date of the letter.

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

KK. UNION COMPLIANCE

When providing on-site training in occupations in which the employer has a collective bargaining agreement, the Contractor shall obtain written concurrence from the appropriate bargaining agent (appropriate local labor union). The components of the written concurrence are wages, working conditions and fringe benefits. If no response is received from the bargaining agent within 30 days after written notification, the Contractor may proceed. Documentation will be made available upon request by the WDC.

LL. USE OF NAME PROHIBITED

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

MM. WAIVER

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

NN. ENERGY POLICY AND CONSERVATION ACT

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

OO. CLEAN AIR ACT

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

PP . SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public

Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

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

STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT
PO Box 9046 ▯Olympia, WA 98507-9046

EQUAL OPPORTUNITY IS THE LAW
29 CFR Part 37.30

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

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

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

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

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

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

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

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

Revised 07/01/2005

EXHIBIT D

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	TITLE
[illegible]	Director
APPLICANT ORGANIZATION	DATE SUBMITTED
Human Services Dept	6-3-09

EXHIBIT E

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	TITLE
[illegible]	Director
APPLICANT ORGANIZATION	DATE SUBMITTED
Human Services Dept	6-3-09