

AGREEMENT BETWEEN

DEC 17 2013

WORKFORCE DEVELOPMENT COUNCIL SNOHOMISH COUNTY
AND
NORTHWEST EDUCATIONAL SERVICE DISTRICT #189

AGREEMENT NUMBER: 13-NWESD-X-177-WOSY

Out-of-School District Navigator

Subrecipient

Name Northwest Educational Service District #189
Address 1601 R Ave, Anacortes, WA 98221

Workforce Development Council
Snohomish County
728 - 134th Street SW, Suite 128
Everett, WA 98204-5322

Name Jane Morgan
Phone (360) 299-4066
Fax: (360) 299-4004
email jmorgan@nwesd.org

Name Stacey Eberly
Phone (425) 366-9671
Fax: (425) 921-3484
email Stacey.eberly@wdcsc.org

Maximum Amount Awarded Under this Agreement: \$40,000

Agreement Period: 7/1/13-6/30/14

Specifics of Funding: United States Department of Labor
Employment and Training Administration
Workforce Investment Act Title I-B

CFDA No.: 17.259

Additional terms of this agreement are set out in and governed by the following, which are incorporated herein by reference:

- 'Statement of Work', Exhibit A.
- 'Basic Terms and Conditions', Exhibit B.
- 'Special Terms and Conditions', Exhibit C.
- 'Lobbying Certification', Exhibit D.
- 'Debarment Certification, Exhibit E.
- 'Line Item Budget', Exhibit F.
- 'Monthly Cost Projections', Exhibit G.
- 'Salaries and Benefits Detail Narrative', Exhibit H
- 'Monthly Activity Projections and Outcomes Summary', as Exhibit I

Activities to be performed under this Agreement are described in the Local Operations Plan and its modification as filed with the Washington State Employment Security Department, Employment and Training Division and are incorporated by reference.

In the event of any inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of State and Federal law and regulations, (b) Specific Terms and Conditions, (c) other attachments incorporated by reference, (d) other documents incorporated by reference, and (e) Basic Agreement/Basic Terms and Conditions.

THE SUBRECIPIENT AND THE WORKFORCE DEVELOPMENT COUNCIL SNOHOMISH COUNTY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS AGREEMENT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW.

FOR THE SUBRECIPIENT:

FOR WORKFORCE DEVELOPMENT COUNCIL
SNOHOMISH COUNTY

90 Gerald W. Jenkins 12/10/13
Signature Date

Sue Ambler 12/10/13
Signature Date

Gerald W. Jenkins
Printed Name

Sue Ambler
Printed Name

Superintendent
Title

CEO
Title

**Out of School Youth Proposal
Snohomish County (for 2013-2014 school year)**

Primary Goal: Locate district dropouts who are not engaged in any academic/employment programs and connect them to the current "out of school" youth program operated by ResCare Workforce Services.

Statement of Work: The NWESD will take the following steps to achieve the outcomes below:

1. Create partnerships with local school districts beginning with north and east county schools, followed by districts with low extended graduation rates:
 - a. Stanwood
 - b. Monroe
 - c. Marysville
 - d. Darrington
 - e. Granite Falls
 - f. Arlington
 - g. Sultan
 - h. Snohomish
2. The Navigator, with the assistance of the Prevention Center Director, will take the following steps in each district:
 - a. Meet with high school administrators and counselors to describe the Workforce Youth Program and goals of the NWESD as they relate to Out of School Youth, have 100% of the districts sign and have in place the Interlocal agreement by 12/31/13.
 - b. Obtain list of students who have dropped out of the district(s) in the past 4 years, continue to obtain a monthly drop out roster from school districts, prioritize WIA eligible youth on list, and coordinate with Youth Center Staff and hold monthly information sessions on WIA youth programs.
 - c. Develop a referral process
3. Work with Youth Program staff and school districts to develop 13th Year Plan template

Outcomes:

School District	Minimum Percent of Referrals
Stanwood Camano	38%
Monroe	8%
Marysville	18%
Granite Falls	24%
Arlington	16%
Sultan	16%
Snohomish	18%

**WORKFORCE DEVELOPMENT COUNCIL SNOHOMISH COUNTY
BASIC TERMS AND CONDITIONS**

PART I - DEFINITIONS

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

- A. "CONTRACTOR" shall mean one, not in the employment of Workforce Development Council Snohomish County (WDC), who is performing all or a part of the activities funded under this Agreement under contract from the WDC.
- B. "WDC" shall mean Workforce Development Council Snohomish 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/AUDITS

The Office of the State Auditor, federal grantor agency, the Comptroller General of the United States, and any persons duly authorized by the WDC shall have full access to and the right to examine and copy any or all books, records, 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 Contractor's safety and security standards provided in advance to the WDC, to access, examine, and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Contractor. The Contractor shall maintain its records and accounts in such a way as to facilitate the audit and examination, and assure that Subcontractors also maintain records that are auditable in accordance with Generally Accepted Accounting Standards. Access shall be at all reasonable times not limited to the required retention period, but as long as records are retained, and at no additional cost to the WDC.

Contractor shall include these requirements in all approved subcontracts awarded to Subcontractors.

B. ASSIGNABILITY

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

C. ASSURANCES

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

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

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

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

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

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

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

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

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title 1-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

D. AUDITS

At any time during normal business hours and as often as the WDC, and any other persons duly authorized by the WDC, deemed necessary, the Contractor shall make its records available. The WDC, the Office of the State Auditor, federal grantor agency, the Comptroller General of the United States, and any persons duly authorized by the WDC, shall have the authority to audit, examine, and make excerpts or transcripts from records including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Agreement. The Contractor will maintain its records and accounts in such a way as to facilitate the audit and ensure that Contractors also maintain records that are auditable. The Contractor is responsible for any audit exceptions resulting from its own actions or those of its Contractors.

The Contractor as a sub-recipient shall adhere to applicable federal Office of Management and Budget Circulars, and other applicable federal and state regulations.

E. ARBITRATION

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration, before The Dispute Resolution Center of Snohomish County or JAMS. The arbitration shall be administered by The Dispute Resolution Center of Snohomish County or JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures... Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to The Dispute Resolution Center of Snohomish County or JAMS, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, for final and binding arbitration pursuant to the arbitration clause set forth above. Either party may commence mediation by providing a written request for mediation, setting forth the subject of the dispute the relief requested, and the preference for hearing the matter before either The Dispute Resolution Center of Snohomish County or JAMS. The parties will cooperate with The Dispute Resolution Center of Snohomish County or JAMS and with one another in selecting a mediator from a panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days

after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this Clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

F. 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 Agreement must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
3. If requested, the Contractor will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

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, and/or the Washington State Department of Employment Security. Such changes, including any increase or decrease in the amount of reimbursement, shall be incorporated as a written modification to the Grant Agreement.

H. 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 1738, and Environmental Protection Agency regulations (40 CFR part 15) (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

I. CONFLICT OF INTEREST/CODE OF CONDUCT

Consistent with WDC General Program Management Policies and Procedures Memorandum #01-01 regarding Conflict of Interest and Appearance of Fairness with which the Contractor shall comply, every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

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

The 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 subcontracts. The 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 does not violate WIA Section 111(f) and Section 117(g).

J. 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 Grant Agreement and to pay any taxes, fees or deposits required by the state as a condition of providing services under this Agreement. Contractor will provide the Department 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 Contractor's commencing services under this Agreement.

K. COPELAND ANTI-KICKBACK ACT

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

L. COPYRIGHT PROVISIONS

In such instance where the funds granted or subcontracted by the WDC are federal funds, the

federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:

- a) The copyright in any work developed under a grant, contract, subcontract, or contract under a grant, contract, or subcontract; and
- b) Any rights of copyright to which a grantee, subgrantee, contractor, or subcontractor purchases ownership with WDC support.

Additionally, unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the WDC. The WDC shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright Laws, the Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the WDC and the federal awarding agency effective from the moment of creation of such Materials.

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

For materials that are delivered under this Agreement, but that incorporate preexisting materials not produced under this Agreement, Contractor hereby grants to the WDC and the federal awarding agency, if any, a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the WDC and the federal awarding agency, if any. This section applies specifically to materials developed in whole or in part with funds provided by the WDC. Materials developed with non-WDC funds that are used by the Contractor in the performance of this Agreement remain the property of the Contractor.

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

M. COST ALLOCATION AND INDIRECT COST REQUIREMENTS

A cost allocation plan or indirect cost rate proposal is required for all Workforce Investment Act grants, subgrants, contracts, and subcontracts issued by the WDC. Governmental agencies are required to follow the requirements of OMB Circular A-98 (2 CFR Part 225). Non-profit organizations are required to follow the requirements of OMB Circular A-122 (2 CFR Part 230). A complete plan or proposal will be submitted annually to the WDC for approval. Plans or proposals will be submitted to the WDC within three months of the end of

the organization's fiscal year end. The approval requirement does not apply to entities receiving funding directly from the Department of Labor or other federal agencies. These agencies are to provide a copy of their federally-approved Cost Allocation Plan or Indirect Cost Proposal to the WDC for monitoring purposes.

N. COVENANT AGAINST CONTINGENT FEES

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

O. DAVIS-BACON ACT

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

P. DEBARMENT AND SUSPENSION

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549, and "Debarment and Suspension," codified at 29 CFR part 87.

Q. DISALLOWED COSTS

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

R. DRUG-FREE WORKPLACE

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

S. DOCUMENTS ON FILE

Documents consistent with federal, state, and local laws, regulations, and polices, as applicable, shall be kept on file in the office of the Contractor and available for review. Such documents shall include, but not be limited to:

- Articles of Incorporation, if applicable;
- Bylaws, if applicable;
- IRS Non-Profit Status Certification, if applicable;
- Latest audit and management letter demonstrating an annual budget of \$250,000 or more

- which will be provided to the WDC concurrent with its issuance;
- Evidence that the Contractor has non-federal funds of not less than one percent (1%) of the total Agreement amount or is bonded or has other insurance in like amount to cover any and all liabilities resulting from its actions or omissions;
 - Insurance policies required by this Agreement including, but not limited to, liability and worker's compensation insurance;
 - Bonding required by the Basic Terms and Conditions;
 - Indirect cost agreement, if applicable;
 - Subcontracts and associated documents supporting costs reimbursed.

T. 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).

U. INDEMNIFICATION

The Contractor will protect, save, and hold harmless the State of Washington, the WDC, or any employees thereof, from and against all claims, suits, actions, costs, damages, or expenses arising from any negligent or deliberate act or omission of the Contractor. In the case of negligence of both the WDC and the Contractor, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any Subcontractor, or its employees.

V. INDEPENDENT CAPACITY OF CONTRACTOR

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

W. INDUSTRIAL INSURANCE COVERAGE

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

X. INSURANCE

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

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

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

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

Additional Provisions:

1. The Contractor shall instruct the insurers to give WDC thirty (30) days' advance notice of any insurance cancellation.
2. Material Changes: The WDC shall be given advance notice of any material change to insurance policies coverage for services provided under this Agreement.
3. Identification: The policy shall reference this Agreement Number.
4. 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.
5. Excess Coverage: The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified.
6. Self-Insured: If self-insured, the Contractor warrants that it will maintain coverage sufficient to cover any liability specified in the subsections entitled "Commercial General Liability Insurance Policy," "Business Auto Policy," and "Professional Liability Insurance" above that may arise from the performance of this Agreement, and that the Contractor's Risk Officer or appropriate individual will provide the WDC evidence of such insurance.
7. If requested, the Contractor will provide the WDC with a copy of the applicable insurance face sheet(s) or certification of self-insurance reflecting this coverage's and limits defined in this section. Insurance coverage(s) must be effective no later than the effective date of this Agreement and for the term of this Agreement.

Y. INFORMATION TECHNOLOGY RESOURCES

The Contractor shall use any private and confidential information provided under this Agreement solely for the purpose for which the information was disclosed. The Contractor shall not disclose or misuse any private and confidential information under this Agreement unless the disclosure is authorized by law. The misuse or unauthorized release of private and

confidential information shall subject the Contractor, its employees, or agents to a civil penalty of five thousand dollars (\$5,000) and other applicable sanctions under state and federal law (50.13 RCW).

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 with 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.

Z. JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Snohomish County.

AA. LICENSING AND ACCREDITATION

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

BB. LIMITATION ON THE SUBMISSION OF UNCLAIMED COST

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

CC. LOBBYING ACTIVITIES

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

DD. MAINTENANCE OF EFFORT

The Contractor shall ensure the following:

- That funds for training programs do not impair existing agreements for services, or result in the substitution of Federal funds for other funds in connection with work to be performed, including services normally provided by temporary, part-time or seasonal workers, or through subcontracting such services; and
- That funds for training programs result in an increase in employment and training opportunities over those which would otherwise be available.

EE. NONDISCRIMINATION

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

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

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

- 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 in regard to, such a program or activity; or
- Making employment decision in the administration of, or in connection with, such a program or activity.

The Contractor also ensures that it will comply with 29 CFR, part 37; and any WIA policies and procedures issued.

The Contractor shall promptly notify the EO Officer at the WDC of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), 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 WDC EO Officer will notify the State EO Officer who will notify the Director, Civil Rights Center (CRC), Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.

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

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

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

FF. NOTICES POSTED

The Contractor shall post all required public information including, but not limited to:

- Complaint and Grievance Poster;
- Equal Opportunity Policy;
- Fraud and Abuse Poster;
- Fair Labor Standards Act Poster;
- Data Sharing Notice

Such information shall be posted in English and available upon request in at least one other language which is prevalent among the Contractor’s clientele.

GG. PROCUREMENT STANDARDS

The Contractor must establish policies and procedures for all purchases of non-expendable property with an acquisition cost in excess of \$500 per unit unless stated differently in the specific terms of every Agreement that references this Agreement, or unless specifically stated in the Statement of Work. The procurement system should include as a minimum the following:

- A. Consistent with WDC General Program Management Policies and Procedures Memorandum #04-01, a code or standard of conduct that shall govern the performance of its officers, employees, and agents engaged in the awarding of contracts using awarded funding.
- B. Provisions that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements as follows:
 - (1) A procedure to assure the avoidance of purchasing unnecessary or duplicative items;
 - (2) Solicitations based upon a clear and accurate description of the technical requirements of the procured items;
 - (3) Positive efforts to utilize small, minority, and women-owned businesses;

- (4) A procuring instrument appropriate for the particular procurement and for promoting the best interest of the program involved;
- (5) Contracts made only with reasonable vendors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement;
- (6) Some form of price or cost analysis performed in connection with every procurement action; and,
- (7) A system for contract administration to ensure vendor conformance with terms, conditions, and specifications of the contract and to ensure adequate and timely follow-up of all purchases.

D. Procurement records and files for purchases shall include:

- (1) Evidence of vendor selection or rejection;
- (2) The basis for the cost or price; and
- (3) Justification for lack of competitive bids if not obtained.

Contractors and Subcontractors under this Agreement must obtain prior approval from the WDC when the acquisition cost exceeds \$5,000. Requests for prior approval must include copies of any related procurement documents and justifications for noncompetitive procurement, if applicable.

HH. PROGRAM INCOME

Any revenues generated by the Contractor or its subcontractors that meet the appropriate OMB Circular for agency type (e.g. OMB Circulars A-87, A-122, A-110, FARS), as amended, definition of "Program Income" from fee for service or other fund raising activities shall be treated as such and only used to provide increased levels of services or improved quality of service to WIA eligible youth, adults, or dislocated workers and to employers for the provision of work-based learning and/or employment opportunities to WIA eligible youth, adults, or dislocated workers in conformance with Section 195 (7) of WIA and Section 667.220 (a) (5) through (8) of the Workforce Investment Act Final Rules published on August 11, 2000 as approved by the WDC in conformance with State policy. No fee for service shall be charged for services that are being paid for with public dollars. All fee for service activity involving funds provided by the WDC must be approved in advance by the WDC and conform with WDC policies and procedures. The requirements for program income are cited in 29 CFR 95.24, 20 CFR Part 667.200(a) (5-7) and 20 CFR Part 300 (c) (2) and (3).

II. RECORDS RETENTION

The Contractor shall retain records in accordance as specified in 29 CFR 97.42. In addition, the Contractor shall:

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

JJ. RESOLUTION OF CONFLICTING PROVISIONS

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

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

KK. 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.

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.

LL. 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 Agreement is prohibited except by written consent of the recipient or client, his/her attorney or his/her legally authorized representative.

MM. SEVERABILITY

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

NN. SINGLE AUDIT ACT REQUIREMENT

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

If the contractor expends five hundred thousand dollars or more in Federal awards during the sub-recipient's fiscal year, they must meet the audit requirements in Circular A-133 for that fiscal year. The contractor or sub-recipient shall submit the audit report and other appropriate documentation as required in OMB Circular A-133 and State WIA Audit Policy

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

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

PP. SUBCONTRACTOR COMPLIANCE

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

For any proposed Subcontractor the Contractor shall:

1. Be responsible for Subcontractor compliance with this Agreement, any Agreement referencing this Agreement under which the Subcontractor is providing work, and the

- Subcontract terms and conditions; and
2. Ensure that the Subcontractor follows the WDC's reporting formats and procedures as specified by the WDC. Be responsible for Subcontractor compliance with these general conditions and shall ensure that the Subcontractor spends the funds only for WIA allowable activities.
 3. Monitor the Subcontractor for program compliance no less than once per program year in accordance to WDC standards and forms.

QQ. 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.

RR. TERMINATION, SUSPENSION, AND REMEDIES

1. Termination Due to Violation of CONFLICT OF INTEREST/CODE OF CONDUCT Clause

The WDC may, in its sole discretion, by written notice to the Contractor terminate this Agreement if it is found after due notice and examination by the WDC that there is a violation of these rules, of the CONFLICT OF INTEREST/CODE OF CONDUCT clause involving the Contractor in the procurement of, or performance under, this Agreement.

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

2. Termination or Suspension for Other Cause

In the event the WDC determines the Contractor has failed to comply with any other condition of this Agreement and any Agreement referencing this Agreement in a timely manner, the WDC has the right to suspend or terminate this Agreement and any Agreement referencing this Agreement. Before suspending or terminating, this Agreement and any Agreement referencing this Agreement, the WDC shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, this Agreement and any Agreement referencing this Agreement may be terminated or suspended. In the event of termination or suspension, this Agreement, or any Agreement referencing this Agreement, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Agreement(s) and the replacement or cover Agreement(s) and all administrative costs directly related to the replacement Agreement(s), e.g., cost of the competitive bidding, mailing, advertising, and staff time.

The WDC reserves the right to suspend all or part of this Agreement and any Agreement referencing this Agreement, withhold further payments, or prohibit the Contractor from

incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the WDC to terminate this Agreement or any Agreement referencing this Agreement. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the WDC provided in this Agreement and any Agreement referencing this Agreement are not exclusive and are addition to any other rights and remedies provided by law.

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

3. Termination for Funding Reasons

The WDC may unilaterally terminate this Agreement or any Agreement referencing this Agreement in the event that funding from federal, state, or other sources becomes no longer available to the WDC or is not allocated for the purpose of meeting the WDC's obligation hereunder. In the event funding is limited in any way, this Agreement and any Agreement referencing 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 Contractor.

4. Termination for Convenience

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

5. Contractor Termination

The contractor may terminate this agreement by giving a minimum of 90 days notice to the WDC.

SS. TERMINATION PROCEDURE

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

The WDC shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the WDC and the amount agreed upon by the Contractor and the WDC for (1) completed work and service(s) for which no separate price is stated; (2) partially

completed work and services; (3) other property or services which are accepted by the WDC; and (4) the protection and preservation of property, unless the termination is for default, in which case the WDC shall determine the extent of liability of the WDC. The WDC may withhold from any amounts due to the Contractor such sum as the WDC determines to be necessary to protect the WDC against potential loss or liability.

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

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

1. Stop work under this Agreement and any Agreement referencing this Agreement on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of work under this Agreement and any Agreement referencing this Agreement as is not terminated;
3. Assign to the WDC, in the manner, at the times, and to the extent directed by the WDC, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the WDC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the WDC to the extent the WDC may require, which approval or ratification shall be final for all purposes of this clause;
5. Transfer title to the WDC and deliver in the manner, at the times, and to the extent directed by the WDC any property which, if the Agreement and any Agreement referencing this Agreement had been completed, would have been required to be furnished to the WDC;
6. Complete performance of such part of the work as shall not have been terminated by the WDC; and
7. Take such action as may be necessary, or as the WDC may direct, for the protection and preservation of the property related to this Agreement and any Agreement referencing this Agreement which is in the possession of the Contractor and in which the WDC has or may acquire an interest.

TT. TREATMENT OF ASSETS

1. Title to all property furnished by the WDC shall remain in the WDC. Title to all property purchased by the Contractor the cost of which the Contractor has been reimbursed as a direct item of cost under this Agreement or any Agreement referencing this Agreement, shall pass to and vests in the WDC upon delivery of such property by the Contractor. The title shall only pass to the Contractor if the WDC has received State approval to transfer title specifically agrees to grant title in this Agreement or any Agreement referencing this Agreement for asset(s) purchased.
2. Any property of the WDC furnished to the Contractor shall, unless otherwise provided herein, or approved by the President of the WDC in writing, be used only for the performance of this Agreement or any Agreement referencing this Agreement.
3. Property will be returned to the WDC in like condition to that in which it was furnished to

the Contractor, normal wear and tear excepted. The Contractor shall be responsible for any loss or damage to property of the WDC in the possession of the Contractor which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain said property in accordance with sound management practices.

4. If any WDC property is damaged or destroyed, the Contractor shall notify the WDC and shall take all reasonable steps to protect that property from further damage.
5. The Contractor shall surrender to the WDC all property of the WDC upon completion, termination or cancellation of this Agreement or any Agreement referencing this Agreement.
6. All reference to the Contractor under this clause shall include any employees, agents or Subcontractors.

UU. USE OF NAME PROHIBITED

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

VV. WAGE AND HOURS

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

WW. WAIVER

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

XX. WRITTEN POLICIES AND PROCEDURES

Written policies and procedures consistent with federal, state, and local laws, regulations, and policies, as applicable, shall be kept on file in the office of the Contractor and available for review. Such policies and procedures shall include, but not be limited to:

- Personnel policies including policies governing a drug free workplace and equal opportunity policies;
- Job descriptions;
- Organizational chart;
- Travel policies;
- Fiscal management policies including cost allocation plan, staff payroll, participant payments, petty cash, program income, and matching funds, as appropriate;
- Property management policies;
- Participant data collection and management policies;
- Technology and internet connectivity policies;

- Conflict of interest policies for staff and board;
- Complaint and grievance procedures including a method for informing limited/non-English speaking individuals of these procedures;
- Procedures for informing individuals of project services including individuals who are limited/non-English speaking, having impaired vision, and having other physical disabilities;
- Payment of incentives to youth, if applicable.

YY. ACORN PROHIBITION

Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) (“CAA”), requires that no direct or indirect funding from the Consolidated Appropriations Act may be provided to the Association of Community Organizations for Reform Now (“ACORN”) or any of its subsidiaries through Federal grantees or contractors. No Federal funds from the Consolidated Appropriations Act, 2010, may be awarded or obligated by DOL grantees or contractors to ACORN or its subsidiaries as subgrantees, subcontractors, or other subrecipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a subrecipient (e.g., a subcontractor, subgrantee, or contractor of a grantee).

PART III - ENTIRE AGREEMENT

These provisions represent the entire and integrated Basic Terms and Conditions of the parties and may not be modified or amended except as provided herein.



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.

SPECIAL TERMS AND CONDITIONS
Workforce Investment Act Title I-B

THIS AGREEMENT is entered into by and between Workforce Development Council Snohomish County hereinafter referred to as "WDCSC" and Northwest Educational Service District #189 hereinafter referred to as the "Contractor."

It is the purpose of this document to establish an agreement containing appropriate specific terms and conditions between the WDCSC and the Contractor for workforce development services funded in whole or in part utilizing funds from the above-referenced program by or through the WDCSC.

IT IS THEREFORE MUTUALLY AGREED THAT:

I. ANTICIPATORY COSTS

Allowable costs under this Agreement shall include costs incurred by the Agreement from the beginning of the Agreement period to the end of the period for activities allowable under the terms of this Agreement as if this Agreement had been in effect during that period provided that all costs shall not exceed that maximum amount of this Agreement.

II. PERFORMANCE STANDARDS

The WDCSC will institute corrective action for any quarter in which the Contractor's performance is less than 85% of plan for the quarter. In instances where the corrective action does not result in achieving performance of 85% of plan or better in the subsequent quarter, the WDCSC may initiate a process to obtain an alternative provider.

III. LIMITATIONS ON CERTAIN COSTS

Costs other than those costs associated with the direct delivery of the services in this Agreement are limited to no more 10% of direct service delivery staff salaries and benefits. Only entities with an indirect cost rate negotiated with a federal or state cognizant agency or an audited rate may have indirect costs, and may charge either their negotiated indirect cost rate or 10% of direct service delivery staff salaries and benefits, whichever is lower. Documentation of the indirect cost rate must be provided on an annual basis. If an agency does not have a negotiated or audited indirect cost rate, no indirect costs may be charged.

No costs may be charged to any budget line for which costs are not budgeted in the Line Item Budget Detail. No costs may be charged for staff positions, software or equipment purchases, or professional services subcontractor(s) not shown in the Line Item Budget Detail.

A 10% variance or \$100 overage is allowed for major categories (personnel, participants costs, travel and training, professional services, furniture and supplies, communications

and outreach, rent and utilities, equipment and other) for which dollars are budgeted, however, there is no variance on the maximum allowed amount of the agreement. The 10% variance or \$100 overage refers to the total for each category. WDCSC Directors have the ability to negotiate a higher variance after discussion with subrecipient. There is no variance on the total amount of the contract.

IV. MONITORING

Contractors will be monitored annually by the WDCSC and/or our professional monitoring service. Contractors will provide documentation as requested as part of this process.

V. PAYMENT

The parties have agreed that the total compensation, including expenses payable to the Contractor, for satisfactorily accomplishing the work set forth in the Statement of Work will not exceed the Maximum Amount Awarded Under This Agreement. Compensation for services shall be in accordance with the Line Item Budget Detail which is attached hereto and incorporated herein. Payment will be made on a cost-reimbursement basis in accordance with the WDCSC's established billing procedures.

Invoices will be submitted on the 15th of each month following the month in which the expenses have occurred. The final year-end invoice as well as the annual settlement or close out package must be received at the WDCSC no later than 45 days after the end of the contract period.

No payment in advance or in anticipation of services or supplies to be provided by this Agreement shall be made by the WDCSC. The Contractor shall be entitled only to reimbursement for expenses incurred during the contract period for work accomplished as provided elsewhere in this Agreement.

The Contractor shall not bill the WDCSC for costs if the Contractor is being paid by another funding source for those same costs. Workforce Investment Act (WIA) costs are defined as any program charges.

VI. RECAPTURING OF FUNDS

The WDCSC Contract Manager reviews expenditures with each invoice. Quarterly expenditure levels are reported to the WDCSC Finance Committee and other relevant committees. The WDCSC Board expects contractors to expend all dollars allocated.

The WDCSC expects the following expenditure levels per line item category:

Personnel	100%
Participant Services	100%
Travel	90%

Professional Services	90%
Furniture and Supplies	90%
Communications and Outreach	90%
Rent and Utilities	90%
Equipment	90%
Other	100%

The WDCSC shall review expenditures on a quarterly basis. The Council expects that the contractor expend 100% of the funds allocated. Expenditures must meet at least the planned expenditure level in each major line item category, as stated above. Those funds that do not meet this level may be subject to recapture by the WDCSC. These reviews will happen upon quarterly receipt of the September, December and March invoices. The Contractor will be notified in writing no later than the 30th day of the month following quarter end of the amount of funds the WDCSC will be recapturing. The Contractor has five business days from the date of the letter to appeal this action in writing. Appeals will be reviewed by WDCSC staff and the Contractor will be notified in writing of the final decision.

The Contractor needs to have spent at least 40% of the total contract amount by the second quarter of the contract. If the Contractor is not spent to this level this may be cause for contract reduction. In this case the WDCSC may select an alternative provider.

VII. CONTRACT MODIFICATION

The Contractor shall submit to the WDCSC a written request for modification when:

- A. The proposed revision would result in a need for additional funding.
- B. The proposed revision would alter the scope of the Statement of Work.
- C. The Contractor desires to transfer funds between budget categories that will result in any decreases or increases between categories. Budget categories shall, for the purpose of this Agreement, be defined as (a) Personnel Costs, (b) Participant Costs, (c) Travel and Training Costs, (d) Professional Services Costs, (e) Furniture and Supplies Costs (f) Communications and Outreach Costs, (g) Rent and Utilities Costs, (h) Equipment costs and (i) Other costs.
- D. The Contractor desires to change the Monthly Cost Projections for accrued year-to-date expenditures in any given quarter.

Requests for revision of the approved Agreement budget in the Line Item Budget Detail must be submitted to the WDCSC for approval prior to implementation.

Alteration of the terms of this Agreement shall be valid only when in writing and signed by the WDCSC. All modification requests must be submitted no later than April 30, 2013.

VIII. PUBLICITY REGARDING SUBCONTRACT OR PROGRAM

WDCSC will include information on this subcontract and program in our periodic public reports and may make subcontract and program information public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents.

The Contractor agrees to work with WDCSC to protect and strengthen WDCSC's reputation as a valuable asset to the community in all public communications. The Contractor further agrees to recognize WDCSC for its support at public events and in organization and/or program publications. Should the Contractor wish to issue a press release or announcement regarding the award of this subcontract, the Contractor must obtain advance approval from WDCSC of the press release and the date of the press release. The Contractor agrees to obtain advance approval from WDCSC for any other use of WDCSC's name or logo. WDCSC requests an opportunity to review and comment on subsequent press releases or reports that are directly related to the subcontract or program. The Contractor must notify WDCSC via email to heather.villars@wdcsc.org at least two weeks prior to any release, announcement, or other publication date.

No funds provided under this subcontract shall be used for publicity purposes for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, film, or web-based presentation designed to support or defeat legislation pending before the Congress. Nor shall funds be used to pay the salary or expenses of any subcontract or agent acting for the Contractor related to any activity designed to influence legislation or appropriations pending before Congress.

IX. REQUIRED REPORTS

The Contractor shall submit required reports on or before the dates due. These reports and their due dates shall include, but are not be limited to:

- | | |
|--|---|
| A. Monthly Invoices | 15 th of the month following the month in which expenditures were incurred |
| B. Quarterly Contractor Reporting | 15 th of the month following the end of the quarter |
| C. Quarterly Accruals | 15 th day following the end of the quarter |
| D. Final Invoice | 45 th day following the end of the contract Period |
| E. Contract Settlement/Close Out Package | 45 th day following the end of the contract period |

The WDCSC reserves the right to withhold payment in the case of failure of the Contractor to submit reports by the stated deadlines.

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 <i>David W. Jenkins</i>	TITLE <i>Superintendent</i>
APPLICANT ORGANIZATION <i>NWESD 189</i>	DATE SUBMITTED <i>12/10/13</i>

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 <i>[Handwritten Signature]</i>	TITLE <i>Superintendent</i>
APPLICANT ORGANIZATION <i>NWESD 189</i>	DATE SUBMITTED <i>12/10/2013</i>

Budget

Line Item Budget Detail

Funding Source: WDC Snohomish County

Contractor Name: Northwest Educational Service District #189
Address: 1601 R Avenue
City: Anacortes **State:** WA **Zip:** 98221

Contract #: 13-NWESD-X-177-WOSY **Contract Period: From:** 1-Jul-13
Contract Period: To: 30-Jun-14
Project Title: Out-of-School District Navigator
Contact Person: Jane Morgan **Phone No.:** 360-299-4010
Location of Services:
Reporting Period: From: 7/1/2013 To: 6/30/2014

	WDC Codes	Budget	Revised Budget Increase	Revised Budget Decrease	Revised Budget
Personnel					
Salary and Wages	6110	25,184.00			25,184.00
Benefits	6115	6,590.00			6,590.00
Percent of Salary and Wages					0.26
TOTAL Personnel Costs:		31,774.00	0.00	0.00	31,774.00
Participants					
ITA's	6231				0.00
OJT's	6233				0.00
Youth Summer Employment	6234				0.00
WEX	6235				0.00
Needs Related Payments	6236				0.00
Support Services	6237				0.00
Other Training	6238				0.00
Other Participant Costs	6239				0.00
Self Employment Training	6241				0.00
TOTAL Participant Costs:		0.00	0.00	0.00	0.00
Travel & Training					
Staff Travel	6410	2,465.60			2,465.60
Staff Development and Training	6420	500.00			500.00
TOTAL Travel & Training Costs:		2,965.60	0.00	0.00	2,965.60
Professional Services					
Professional Services	6510				0.00
Insurance	6520				0.00
TOTAL Professional Services Costs:		0.00	0.00	0.00	0.00
Furniture & Supplies					
Office Supplies	6610	50.00			50.00
Furniture	6620				0.00
Postage & Shipping	6630	250.00			250.00
TOTAL Furniture & Supplies Costs:		300.00	0.00	0.00	300.00
Communications & Outreach					
Outreach	6710				0.00
Printing and Photocopying	6720	50.00			50.00
TOTAL Communications & Outreach Costs:		50.00	0.00	0.00	50.00
Rent & Utilities					
Rent	6810	50.00			50.00
Utilities	6820				0.00
Maintenance	6830				0.00
Janitorial	6840				0.00
Resource Sharing Agreement	6850				0.00
TOTAL Rent & Utilities Costs:		50.00	0.00	0.00	50.00
Equipment					
Equipment Rental	6910				0.00
Equipment Maintenance	6920				0.00
Equipment Purchase	6930				0.00
Software	6940				0.00
TOTAL Equipment Costs:		0.00	0.00	0.00	0.00
Other					
Publications and Subscriptions	6730				0.00
Dues & Licenses	6740				0.00
Other	6950	1,683.00			1,683.00
Indirect Costs	6960	3,177.40			3,177.40
Management Incentive Plan	6960				0.00
TOTAL Other Costs:		4,860.40	0.00	0.00	4,860.40
Less Program Income Generated					
Program Income	4140				0.00
LESS: TOTAL Program Income:		0.00	0.00	0.00	0.00
TOTAL BUDGETED COSTS		40,000.00	0.00	0.00	40,000.00

MONTHLY COST PROJECTIONS

Program:

Please enter the anticipated current and year-to-date costs for each month

Contractors: Please complete the unshaded boxes. Shaded boxes are formulas and will autofill.

Contractor Name: Northwest Educational Service District 189

Contract Number: 13-NWVESD-X-177-WOSY

Date: 30-Jul-13

Service Level	July 13	Aug. 13	Sept. 13	Oct. 13	Nov. 13	Dec. 13	Jan. 14	Feb. 14	Mar. 14	April 14	May 14	June 14
A. Personnel Costs	This Month 1,046.25	1,046.25	2,968.15	2,968.15	2,968.15	2,968.15	2,968.15	2,968.15	2,968.15	2,968.15	2,968.15	2,968.15
	YTD 1,046.25	2,092.50	5,060.65	8,028.80	10,996.95	13,965.10	16,933.25	19,901.40	22,869.55	25,837.70	28,805.85	31,774.00
B. Total Participant Costs	This Month											
	YTD											
C. Travel and Training Costs	This Month	93.75	225.00	225.00	475.00	175.00	225.00	475.00	225.00	276.85	285.00	285.00
	YTD	93.75	318.75	543.75	1,018.75	1,193.75	1,418.75	1,893.75	2,118.75	2,395.60	2,680.60	2,965.60
D. Professional Services Costs	This Month											
	YTD											
E. Furniture and Supplies Costs	This Month		20.83	55.83	20.83	20.83	20.83	35.83	20.83	20.83	20.83	62.53
	YTD		20.83	76.66	97.49	118.32	139.15	174.98	195.81	216.64	237.47	300.00
F. Communications & Outreach Costs	This Month	2.08	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	10.39
	YTD	2.08	6.25	10.42	14.59	18.76	22.93	27.10	31.27	35.44	39.61	50.00
G. Rent and Utilities Costs	This Month		25.00			10.00				15.00		
	YTD		25.00	25.00	25.00	35.00	35.00	35.00	35.00	50.00	50.00	50.00
H. Total Equipment Costs	This Month											
	YTD											
I. Total Other Costs	This Month	117.13	484.32	309.32	1,389.32	587.32	309.32	309.32	309.32	309.32	309.32	309.26
	YTD	117.13	718.58	1,027.90	2,417.22	3,004.54	3,313.86	3,623.18	3,932.50	4,241.82	4,551.14	4,860.40
H. TOTAL COSTS	This Month	1,163.38	1,259.21	3,727.47	4,857.47	3,765.47	3,527.47	3,792.47	3,527.47	3,594.32	3,587.47	3,635.33
	YTD	1,163.38	2,422.59	6,150.06	14,570.00	18,335.47	21,862.94	25,655.41	29,182.86	32,777.20	36,364.87	40,000.00

**WIA Title I-B Program PY13
Salaries and Benefits Detail Narrative**

CONTRACTOR NAME:		<u>Northwest Educational Service District 189</u>				
Salaries/Wages & Benefits Charged to Project						
Position	Program Wages	% of Benefits	Program Benefits	TOTAL		
Out-of-School Youth Navigator	\$ 16,211.00		\$ 3,008.00	\$	19,219.00	
Director	\$ 1,983.00		\$ 586.00	\$	2,569.00	
Program Coordinator	\$ 4,715.00		\$ 1,943.00	\$	6,658.00	
Admin. Asst.	\$ 2,275.00		\$ 1,053.00	\$	3,328.00	
	\$ -		\$ -	\$	-	
	\$ -		\$ -	\$	-	
	\$ -		\$ -	\$	-	
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	\$ -		\$ -	\$	-	
	\$ -		\$ -	\$	-	
	\$ -		\$ -	\$	-	
	\$ -		\$ -	\$	-	
	\$ -		\$ -	\$	-	
TOTAL	\$ 25,184.00		\$ 6,590.00	\$	31,774.00	

Salaries & Benefits Detail Narrative Explanation / Notes

QUARTERLY ACTIVITY PROJECTIONS AND OUTCOMES SUMMARY

WIA Out of School Youth

Please complete the unshaded boxes. Shaded boxes are formulas and will autofill.

Contractor Name: Northwest Educational Service District #189

Service Level	Jul-Sep 13	Oct-Dec 13	Jan-Mar 14	Apr-Jun 14	TOTAL
# of Referrals to Out of School Youth Program	10	28	35	22	95