

**Professional Services Subrecipient Contract
One Stop Operator
Extension and Modification 2**

Contract dated 1/25/2018 between MJH Consulting and SkillSource (attached) is extended and modified as follows:

1. Replace Exhibit A-1 and A-2 with Revised Exhibit A in **STATEMENT OF WORK**.
2. Replace **TERMS AND CONDITIONS** with Exhibit C General Terms and Conditions.
3. Extend **PERIOD OF PERFORMANCE** from December 31, 2019 to December 31, 2020 based on satisfactory performance (CY 2019).
4. Replace Exhibits A-1, A-2 & B in **COMPENSATION AND PAYMENT** with Revised Exhibit A.
5. Add Certification to Invoice under **BILLING PROCEDURE** pursuant to Exhibit C, Section H. Revise final invoice due date to January 31, 2021.
Add requirement to separately bill any work hours to perform administrative functions defined in Exhibit C, Part I Definitions.
6. Replace **ACCEPTANCE, CONFORMANCE, SEVERABILITY, TERMINATION FOR CONVENIENCE, ORDER OF PRECEDENCE, USE AND DISCLOSURE OF INFORMATION** and **ALL WRITINGS CONTAINED HEREIN** sections with Exhibit C General Terms and Conditions.
7. Waive Exhibit C General Terms and Conditions Sections L. Copyright; BB. Patent Rights; CC. Pell Grants; II. Single Audit Act.

			
Signature	Date	Signature	Date
Marcia Henkle, Owner MJH Consulting		Dave Petersen, Exec Director SkillSource	

Attachments:
2018 Contract
Revised Exhibit A
Exhibit C

**STATEMENT OF WORK
REVISED EXHIBIT A**

1. PROVIDE TRAINING AND TECHNICAL ASSISTANCE TO PARTNERS' REGARDING MOU RESPONSIBILITIES:
 - Study and analyze pertinent MOU sections to become fully knowledgeable with relevant aspects.
 - Conduct trainings and meetings to clarify requirements and answer questions.

2. *DEVELOP AND IMPLEMENT ACCESS PROCEDURES TO ENSURE ALL CUSTOMERS ARE PROVIDED MEANINGFUL INFORMATION ABOUT THE FULL ARRAY OF ONE-STOP PARTNER PROGRAMS AND SERVICES:*
 - *Continue to observe and monitor current methods the Center uses to provide Access*
 - *Monitor the progress of the Navigator position in relation to enhanced customer service*
 - *Research Orientation options to ensure customers are receiving current Partner information to meet their individual needs*

3. COORDINATE PARTNERS TO PROVIDE SEAMLESS SERVICE DELIVERY:
 - Communicate and educate Partners on their One-Stop obligation and responsibilities and continue to work together on best ways to create valued service delivery
 - Involve Partners with redesign of facilities to ensure Access and Seamless Service Delivery are at the forefront of facility improvements
 - Conduct regularly scheduled One-Stop Partner meetings with agenda items that directly affect continuous improvement of Seamless Service Delivery
 - Share training opportunities for Partner staff on various areas of Seamless Service Delivery

4. *COLLECT AND UTILIZE FEEDBACK FROM BUSINESS, SEEKERS, AND STAFF TO IMPROVE ACCESS AND SEAMLESS DELIVERY IMPROVEMENT.*
 - *Develop a short questionnaire for above stakeholders; compile information and follow up with a guided discussion toward improvement measures based upon findings*
This would be on going

5. REPORT TO WORKFORCE BOARD ANNUALLY AND SKILLSOURCE EXECUTIVE STAFF SEMI-ANNUALLY ON ACCESS AND SEAMLESS DELIVERY

- *Submit an annual report to the Workforce Board on current state of Access and Seamless Delivery and plans for continuous improvement.*
- *Participate at other WDC meetings and/or furnish additional One-Stop information at the direction of the WDC Executive Director*

6. VISIT EACH CENTER QUARTERLY TO REVIEW ACCESS AND SEAMLESS DELIVERY

- Schedule quarterly meeting times for the calendar year. Include a detailed agenda and discussion items for the meeting.
- Report progress on improvement activities and other trainings or meetings that occurred between meeting times
- Meeting times are designated to be flexible as need and circumstances dictate

**Attachment B-1
Budget Detail & Justification**

Instructions: Complete the budget summary for a 12 month period, allocated between Admin and Program.

	Expense Item	Admin	Program	Total
1	Salaries			31,900
2	Benefits			
3	Travel			4,893
4	Communications			372
5	Facilities			1,200
6	Office Supplies			135
7	Indirect			
8	Equipment			
9	Other			
	Insurance			1,500
	TOTAL			40,000

Budget Justification by Line Item

Instructions: Provide a narrative justification for each line item explaining how each cost is calculated.

Expense Item	Justification
Staff Salaries	Self-employed - rate \$50 per hour includes self-employment tax
Staff Benefits	
Staff Travel	Lodging 22 days at \$100 per day and 12 trips to Moses Lake (136 mi round trip) and Omak (190 mi round trip). Mileage rate is .535 per mile.
Communications	Cell phone base rate \$31 per month for 12 months.
Facilities	Shared office space, desk, computer and internet. \$100 per month for 12 months.
Office Supplies	One ream of paper \$5 and one printer cartridge \$36.

**SKILLSOURCE
GENERAL TERMS AND CONDITIONS
ONE STOP OPERATOR
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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.

"**CLIENT**" shall mean any agency, firm, organization, individual or other entity applying for or receiving services under this Contract.

"**CONTRACTOR**" shall mean the agency, firm, organization, individual or other entity performing services under this Contract. It shall include any SUBCONTRACTOR retained by the prime contractor as permitted under the terms of this Contract.

"**SKILLSOURCE**" shall mean the Board and Fiscal Agent for the North Central Workforce Development Area, or any of the officers or other officials lawfully representing SkillSource.

"**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.

"**SUBCONTRACTOR**" shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this Contract under Contract from the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" mean SUBCONTRACT(s) in any tier.

"**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.

"**ADMINISTRATIVE COST**" means the labor and material to perform the following functions:

1. Accounting, budgeting, financial and cash management; procurement and purchasing; property management; personnel management; audit; payroll; general legal; developing systems and procedures to carry out admin functions
2. Oversight and monitoring of admin functions
3. Goods and Services necessary to perform admin functions
4. Travel to carry out administrative activities
5. IT systems related to administrative functions

PART II - GENERAL CONDITIONS

A. ACCEPTANCE

It is understood and agreed by and between SkillSource and the Contractor that the Contractor's payment is conditioned upon satisfactory performance and acceptance by SkillSource. SkillSource reserves the right to withhold payment of any deliverable contingent upon acceptance of the deliverable by SkillSource. If defects preventing acceptance of a deliverable are present, SkillSource shall immediately notify the Contractor in writing of the nature of the defects and the method of remedy of those defects. The Contractor will take timely action to remedy defects as to permit acceptance of the subject deliverable. Notwithstanding the other provisions of this Contract, SkillSource shall not unreasonably withhold acceptance of a deliverable.

B. ACCESS TO RECORDS AND FACILITIES / AUDITS

To the extent permitted by law, the Office of the State Auditor, federal grantor agency, the Comptroller General of the United States, and any persons duly authorized by SkillSource 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 Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. In addition, these entities shall have the right to access, examine and inspect any site where any phase of the program is being conducted, controlled or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Contractor. The Contractor shall maintain its records and accounts in such a way as to facilitate the audit and examination, and assure that Subcontractors also maintain records that are auditable. The Contractor is responsible for any audit exceptions resulting from its own actions or those of any SkillSource authorized subcontractors. 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 SkillSource.

The Contractor shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to OMB 2 CFR 200.

C. ADVANCE PAYMENTS PROHIBITED

No payment in advance or in anticipation of services or supplies to be provided by this Contract shall be made by SkillSource. The Contractor shall be entitled only to payment for work accomplished during the contract period and in accordance with the terms of this Contract.

D. ASSIGNMENT AND DELEGATION

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

E. ASSURANCES

Throughout the term of this agreement, Contractor shall comply with all applicable federal, state and local laws, regulations and policies.

Since this Contract is funded by the Workforce Innovation and Opportunity Act (WIOA), Contractor shall conduct the program in accordance with the existing or hereafter amended WIOA, federal Uniform Administrative Requirements found in 2 CFR 200, both federal and state non-discrimination law, and all the Washington State WIOA Title I and WorkSource System Policies.

Assurances under Title I of WIOA

Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status or participation in any WIOA Title I-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the 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; and
- 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 Contractor also assures that, as a recipient of Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title I-financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title I financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

F. ATTORNEY FEES AND COSTS

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

G. CHANGES AND MODIFICATIONS

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

2. SkillSource or Contractor may, from time to time, request changes in the services to be performed, or in the project undertaken. Such changes, including any increase or decrease in the amount of payment, which are mutually agreed upon by and between SkillSource and the Contractor shall be incorporated in written modifications to this Contract.

3. Alteration of the terms of this Contract shall be valid only when in writing and signed by the authorized representatives of the parties.

H. CERTIFICATIONS

Any annual and final fiscal reports or vouchers requesting payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Contractor, which reads:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.”

I. CONFLICT OF INTEREST

Contractor shall take every reasonable step to maintain the integrity of this expenditure of public funds and to avoid any favoritism or improper conduct. This contract will be administered in an impartial manner, free from personal, financial or political gain. SkillSource will avoid decision-making influenced by prejudice, financial or personal gain.

The Contractor will avoid situations that give the impression a decision was influenced by prejudice, special interest or personal gain. A conflict of interest arises when any of the following have a financial 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 Contractor must avoid decision making if there is a direct financial benefit to themselves or immediately family. Membership on the State or Local Board does not by itself violate Conflict of Interest. Receipt of Title IB funds to provide training does not by itself violate this section.

Contractor shall have a written Code of Conduct for purchase and administration of subcontracts. It shall contain penalties for violations. The Code shall apply to all Contractor staff and volunteers.

Contractor must abide by North Central Workforce Development Area Directive 16-152.

J. CONFLICTING PROVISIONS

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

1. Applicable Federal and Washington State Statutes and Regulations, including, but not limited to, the existing or hereinafter amended WIOA, DOL's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource Policies;
2. The Agreement and its modifications.

K. CONTRACTOR REGISTRATION

If applicable, the Contractor agrees to complete registration with the Department of Revenue, Department of Labor and Industries New Account Division and Employment Security Tax Administration by having filed a master business application prior to the execution of this Contract and to pay any taxes, fees, or deposits required by the state as a condition of providing services under this Contract. Contractor will provide SkillSource with its Washington Unified Business Identifier (UBI) number and its Washington Department of Revenue tax account number, and, if applicable, its Labor and Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. Required information will be provided prior to the Contractor commencing services under this Contract.

L. COPYRIGHT/INTELLECTUAL PROPERTY RIGHTS

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this Agreement, including a sub-grant or contract under the grant or sub-grant; and ii) any rights of copyright to which the Contractor or any subcontractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute

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

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

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

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

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

For Materials created using funds from this Agreement, or that were developed using WIOA funding, Contractor hereby grants to SkillSource 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 SkillSource.

M. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. SkillSource shall have the right, in the event of breach of this clause by the Contractor, to

annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover by other means the full amount of such commission, percentage, brokerage or contingent fees. In no event shall SkillSource be liable for any brokerage or contingent fees.

N. DEBARMENT AND SUSPENSION

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

O. DISALLOWED COSTS

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

P. DISPUTES

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

Q. DUPLICATION OF BILLED COSTS

The Contractor shall not bill SkillSource for costs if the Contractor is being paid by another funding source for those same costs.

R. GOVERNING LAW

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court for Whatcom County. If any litigation arises out of this Agreement, each party shall be responsible for its own expenses, costs and attorney fees.

S. INDEMNIFICATION,

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

2.

T. INDEPENDENT CAPACITY OF CONTRACTOR

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

U. DRUG FREE WORKPLACE

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

V. INDUSTRIAL INSURANCE COVERAGE

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

SkillSource may:

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

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

W. LICENSING AND ACCREDITATION

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

X. LIMITATION OF SIGNATURE AUTHORITY

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

Y. LOBBYING ACTIVITIES AND PUBLICITY

Contractor shall comply with lobbying restrictions set forth in WIOA; 29 CFR Part 93 (New Restrictions on Lobbying) and any subsequent updates; and RCW 42.17A. Contractor shall also make available upon request required disclosure information if the Contractor participates in lobbying activities during the grant period. Contractor shall provide, in Exhibit D to this contract, its certification that it is in compliance with laws and regulations cited above.

In addition, No funds provided under this Agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government

Z. MAINTENANCE OF EFFORT

The Contractor shall ensure the following:

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

AA. NONDISCRIMINATION

No individual in the United States may, on the basis of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief or for beneficiaries on the basis of citizenship status or participation in any WIOA Title I -financially assisted program or activity, be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I financially assisted program or activity.

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

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

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

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

The Contractor also ensures that it will comply with 29 CFR, Part 38; including the Nondiscrimination Plan developed by the Washington State Employment Security Department and any WIOA policies and procedures issued.

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

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 WIOA 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.”

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

The Contractor shall promptly notify the State EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, (including pregnancy, childbirth and related medical conditions, transgender status and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief or for beneficiaries on the basis of citizenship status or participation in any WIOA Title I -financially assisted program or activity. The State EO Officer will notify the Commissioner of Employment Security Department and the Civil Rights Center (CRC).

BB. PATENT RIGHTS

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

CC. PELL GRANTS

If this Contract is WIOA funded and involves participant training at institutions that are certified to participate in student financial aid, as appropriate the Contractor shall incorporate the use of Pell Grants to offset the costs of training, such as tuition, books, supplies, transportation, child care, miscellaneous expenses, and/or special costs for disabled participants. (Department of Labor Information Notice 25-89, dated April 9, 1990.)

DD. PRICE WARRANT

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

EE. RECORD RETENTION

The Contractor shall:

- a. Retain all records pertinent to grants, grant agreements, interagency agreements, contracts or any other awards, including financial, statistical, property, and supporting documentation, for a period of at least three years after submittal of the final expenditure report (closeout) for that funding period to the awarding agency;

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

FF. SAFEGUARDING OF CLIENT INFORMATION

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

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

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

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

GG. SALARY AND BONUS LIMITATIONS (NOT APPLICABLE TO VENDORS)

No funds received under this agreement may be used to pay for the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive

Legal II. This limitation does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

HH. SEVERABILITY

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

II. SINGLE AUDIT ACT REQUIREMENTS

If the Contractor expends \$750,000 or more in federal awards during the Contractor's fiscal year, the Contractor must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

JJ. SITE SECURITY

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

KK. 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.

LL. SUBCONTRACTING

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

For any proposed Subcontractor the Contractor shall:

1. Be responsible for Subcontractor compliance with these General Terms and Conditions and the subcontract terms and conditions; and shall ensure that the subcontractor spends the funding only on the WIOA allowable costs or for allowable WIOA activities.
3. Ensure that the Subcontractor follows SkillSource's reporting formats and procedures as specified by SkillSource.

MM. TAXES

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

NN. TERMINATION AND SUSPENSION

1. Termination or Suspension for Cause

In the event that SkillSource determines the Contractor has failed to comply with the conditions of Agreement in a timely manner, SkillSource has the right to suspend or terminate this Agreement. Before suspending or terminating this Agreement, SkillSource may, at its sole discretion, notify the Contractor in writing of the need to take corrective action. If corrective action is not taken the Agreement may be terminated or suspended. In the event of termination or suspension, the Contractor shall not obligate any additional funds under this Agreement and may be liable for additional remedies to SkillSource, including but not limited to, the repayment of disallowed costs.

SkillSource reserves the right to suspend all or part of 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 SkillSource to terminate 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 Agency provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

SkillSource reserves the right to immediately suspend all, or part of, 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.

2. Termination for Funding Reasons

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

3. Termination or Suspension for Convenience

Except as otherwise provided in this Agreement, SkillSource may, by ten (10) days' written notice, beginning on the second day after mailing, suspend or terminate this Agreement, in whole or in part. If this Agreement is so suspended or terminated,

SkillSource shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of suspension or termination. If this Agreement is suspended, the Schedule shall be delayed for a period of time equal to the period of such suspension. SkillSource may, by ten (10) days' written notice, beginning on the second day after mailing, lift the suspension of the Agreement, in whole or in part, at which time the Schedule and the parties' right and obligations shall resume to the extent that the suspension is lifted.

4. Termination for Withdrawal of Authority

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

OO. TERMINATION PROCEDURE

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

SkillSource shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by SkillSource and the amount agreed upon by the Contractor and SkillSource 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 SkillSource; and (4) the protection and preservation of property, unless the termination is for default, in which case SkillSource shall determine the extent of liability of the Contractor. Failure to agree with such determination shall be a dispute within the meaning of the DISPUTES clause of this Contract. SkillSource may withhold from any amounts due to the Contractor such sum as SkillSource determines to be necessary to protect SkillSource against potential loss or liability.

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

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

1. Stop work under this Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of work under this Contract as is not terminated;

3. Assign to SkillSource, in the manner, at the times, and to the extent directed by SkillSource, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case SkillSource 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 SkillSource to the extent SkillSource may require, which approval or ratification shall be final for all purposes of this clause;
5. Transfer title to SkillSource and deliver in the manner, at the times, and to the extent directed by SkillSource any property which, if the Contract had been completed, would have been required to be furnished to SkillSource;
6. Complete performance of such part of the work as shall not have been terminated by SkillSource; and
7. Take such action as may be necessary, or as SkillSource may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which SkillSource has or may acquire an interest.

PP. TREATMENT OF ASSETS

1. Title to all property furnished by SkillSource shall remain in SkillSource. Title to all property purchased by the Contractor the cost of which the Contractor has been reimbursed as a direct item of cost under this Contract, shall pass to and vest in SkillSource upon delivery of such property by the Contractor. The title shall only pass to the Contractor if SkillSource specifically agrees to grant title in this Contract for asset(s) purchased.
2. Any property of SkillSource furnished to the Contractor shall, unless otherwise provided herein, or approved by the Program Manager in writing, be used only for the performance of this Contract.
3. Property will be returned to SkillSource 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 SkillSource 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 SkillSource property is damaged or destroyed, the Contractor shall notify SkillSource and shall take all reasonable steps to protect that property from further damage.
5. The Contractor shall surrender to SkillSource all property of SkillSource upon completion, termination or cancellation of this Contract.
6. All reference to the Contractor under this clause shall include any employees, agents or Subcontractors.

QQ. USE OF NAME PROHIBITED

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

RR. WAIVER

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

SS. INSURANCE AND BONDING

2. The Contractor shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract, as follows:
 - a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy that covers bodily injury, property damage and contractual liability with the following minimum limits: One Million dollars (\$1,000,000) per occurrence, General Aggregate \$1,000,000. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
 - b. Business Auto Policy. Contractor shall maintain automobile liability insurance, with a minimum limit of \$1,000,000 when vehicles owned or leased by Contractor or its employees, subcontractors or volunteers are used to provide services in performance of this Contract.
 - c. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name SkillSource, its agents and employees as additional insureds under the insurance policy/policies. The insurance required shall be placed with an insurer that has a "Best" rating of A-, Class VII or better. All policies shall be primary to any other valid and collectable

insurance. Contractor shall instruct the insurers to give SkillSource thirty (30) days' advance notice of any insurance cancellation, or material change to policies coverage for services provided under this Agreement.



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

EQUAL OPPORTUNITY IS THE LAW

29 CFR Part 38

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

Against any individual in the United States, on the basis of race, color, religion, sex, (including pregnancy, childbirth and related medical conditions, transgender status and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief or for beneficiaries on the basis of citizenship status or participation in any WIOA Title I -financially assisted program or activity.

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

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within one hundred eighty (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 you may mail your complaint to 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 ninety (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 ninety (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 thirty (30) days of the ninety- (90-) day deadline (in other words, within one hundred twenty (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 thirty (30) days of the date on which you received the Notice of Final Action.