



**PACIFIC MOUNTAIN
WORKFORCE
DEVELOPMENT**

building community prosperity

201 5th Ave SW STE. 401, Olympia, WA 98501

**CONTRACT Between
Pacific Mountain Workforce Development
And Career Team, LLC**

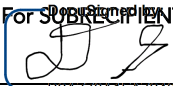
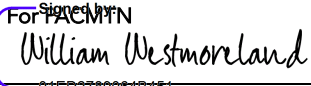
CONTRACT INFORMATION		<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> AMENDMENT #:
Contract Start Date July 1, 2025	Contract End Date June 30, 2026	Contract Amount \$150,000.00	
Award Name AJC One Stop Operator PY25	Award Number OSO-CT-PY25	Indirect Cost Rate Status <input checked="" type="checkbox"/> De Minimis Indirect Cost Rate: 15.00% <input type="checkbox"/> Federal Indirect Cost Rate: <input type="checkbox"/> Local Negotiated Indirect Cost Rate:	
Grant Funding WIOA Adult, DW, and Youth	CFDA Number 17.258 – Adult 17.278 – DW 17.259 – Youth	Agreement Type <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	Is this Award for R&D: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
FEDERAL AWARD INFORMATION			
Federal Award Agency Department of Labor	Federal Award ID Number (FAIN) Youth: 25A55AY000158 DW: 24A55AW000101 Adult: 24A55AT000071		
Total Amount of Federal Award Obligated to Subrecipient \$150,000.00	Total Amount of Federal Award Committed Subrecipient \$150,000.00		
Project Description This project supports the effective and compliant operation of the American Job Center (AJC) Network across the PacMtn region. The One Stop Operator (OSO) will lead system alignment, partner coordination, and continuous improvement efforts in accordance with WIOA regulations. Key responsibilities include facilitating cross-agency collaboration, standardizing processes, overseeing customer referral systems, advancing equity and accessibility, and increasing co-enrollments and employer engagement through data-driven strategies and shared accountability.			
PARTIES			
Career Team, LLC - SUBRECIPIENT		UEI Number: GWA7WGMY2MJ5	
Address 250 State Street Unit C-2, North Haven, CT 06437		EIN 06-1443936	
Contract Manager Shellonda Rucker, Regional Director of Operations	Telephone (407) 406-9478	Email shellondarucker@careerteam.com	
PACIFIC MOUNTAIN WORKFORCE DEVELOPMENT - PACMTN			
Division Program		Contact Address 201 5 th Ave SW STE. 401, Olympia, WA 98501	
Contract Manager Shannon Hassan, Community Engagement Director	Telephone 253-993-0986	Email shannon@pacmtn.org	
IN WITNESS THEREOF, PACMTN and the SUBRECIPIENT have executed this Award, which shall become effective 7/1/2025. Signed versions of this award transmitted by facsimile copy or electronic mail shall be the equivalent of the original signatures on original versions.			
For SUBRECIPIENT 	Date 9/8/2025	For PACMTN 	Date 9/8/2025
David Shufirin, General Counsel & Chief Compliance Officer		William Westmoreland, Chief Executive Officer	

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SCOPE OF WORK.....	5
Purpose	5
Deliverables.....	5
System Coordination and Service Integration.....	5
Customer and Partner Experience	5
Operational Oversight and System Tools.....	5
Staff Development and Training Oversight.....	5
Data, Privacy, and System Reporting	6
Accessibility and Language Access.....	6
Site Certification and Policy Compliance	6
Governance and Communication	6
Continuous Improvement	6
Alignment with Regional Workforce Plan	7
REPORTING & PERFORMANCE EVALUATIONS.....	8
Outcome Performance Periods:	8
Reporting Structure & Content.....	8
Reporting Timeline	8
PY25 Quarterly SUBRECIPIENT Review	9
Reporting & Meetings – Contract Oversight Structure.....	9
ACCOUNTABILITY & PERFORMANCE	10
Onboarding	10
Required Onboarding Activities:	10
Contract Monitoring & Evaluation	11
COMPENSATION.....	13
Overview.....	13
Profit to Performance.....	13

Outcome to Profit Compensation Scale 13

BOILERPLATE & SIGNATURE PROCESS 14

 Signature Requirements 14

 Legal Structure..... 14

 Period of Performance..... 14

 Contract Modifications 14

 Termination Clause 14

 Amendment Acknowledgement..... 15

GENERAL TERMS & CONDITIONS 16

ATTACHMENT A..... 38

 Definitions 38

ATTACHMENT B 41

 Acronym Reference Guide..... 41

ATTACHMENT C..... 42

 Budget Form 42

 Outcomes 43

 Referral System and Partner Coordination 43

 Training and Staff Development..... 43

 Customer and Partner Experience 43

 System Tools and Documentation..... 43

 Compliance and Certification 44

 Accessibility and Language Access..... 44

 Data, Reporting, and Governance 44

 Continuous Improvement 44

 Participant Individual Record Layout (PIRL) Outcome Targets 45

ATTACHMENT D..... 46

 Certification Regarding Lobbying..... 46

ATTACHMENT E 47

Certification Regarding Debarment and Suspension 47

ATTACHMENT F 48

 Guiding Documents & Policies 48

ATTACHMENT G..... 49

 PY25 Strategies..... 49

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SCOPE OF WORK

Purpose

This Statement of Work (SOW) details the qualitative and quantitative deliverables to be accomplished by the One Stop Operator (OSO) during the contract period, ensuring the effective and compliant operation of the American Job Center (AJC) Network, aligned with PacMtn's vision and federal/state Workforce Innovation and Opportunity Act (WIOA) regulations.

Deliverables



Career Team acknowledges and agrees to perform the deliverables described below in accordance with the terms of this Contract:

System Coordination and Service Integration

- Align all one-stop partner services with the current One-Stop MOU and IFA.
- Establish and maintain referral processes across required partners, with clear feedback loops and follow-up protocols.
- Build and maintain direct-linkage pathways to Title II, Title III, Title IV, TANF, community colleges, and registered apprenticeships.
- Promote co-enrollments and braided funding strategies across WIOA and partner programs.
- Facilitate service integration with a focus on reducing duplication and improving access to career pathways.

Customer and Partner Experience

- Monitor customer and partner satisfaction using feedback tools.
- Use insights to inform continuous improvement planning across the system.
- Ensure services are accessible, equitable, and responsive to community and employer needs.

Operational Oversight and System Tools

- Maintain and publish a shared training and meeting calendar for all partners.
- Maintain standard operating procedures (SOPs) in the One-Stop SharePoint, with version control and a change log.
- Support and sustain the referral system infrastructure, including any forms, tools, and documentation needed for use by partners.

Staff Development and Training Oversight

- Establish a micro-training cadence across required partners to ensure consistent onboarding and ongoing development.

- Implement an audit process to verify that frontline staff complete system-required trainings on schedule.
- Respond to staff training needs that emerge through feedback, audits, or policy changes.

Data, Privacy, and System Reporting

- Submit all monthly, quarterly, and annual reports on time, as required by PacMtn and state policy.
- Manage and maintain confidentiality, security, and appropriate data-sharing protocols in accordance with WIOA and system guidance.
- Once established, publish and maintain a system dashboard by the 10th of each month in coordination with PacMtn staff.

Accessibility and Language Access

- Conduct annual ADA and language access audits.
- Track and close all findings with documented action and resolution.
- Work with site managers and partners to ensure ongoing compliance with universal access standards.

Site Certification and Policy Compliance

- Ensure each center completes state site certification on the required schedule.
- Coordinate timely resolution of all site certification findings.
- Monitor site operations to ensure compliance with WorkSource System Policy 1016 and other applicable policies.

Governance and Communication

- Coordinate and attend regular meetings with the LWDB, One-Stop Committee, site managers, and partner leadership.
- Provide visible and timely updates on progress toward goals, including sprint summaries and milestone reporting.
- Complete and submit the Annual One-Stop Operator Progress Report as required under WSSP 1016, Rev 1, Section II.5.

Continuous Improvement

- Conduct routine weekly and monthly audits of service flow, referrals, and customer outcomes.
- Use findings to recommend and implement system-wide improvements.

- Document and track improvement initiatives and outcomes for accountability and learning.

Alignment with Regional Workforce Plan

The SUBRECIPIENT agrees to operate in alignment with the PacMtn Regional Workforce Plan. In collaboration with the assigned Program Manager, the SUBRECIPIENT will create and maintain a PY25 Working Plan that ties activities and milestones to the PY25 strategies. The Working Plan will define service strategies, partnerships, timelines, outputs, and performance indicators. As PacMtn updates the Regional Plan or PY25 strategies to reflect emerging needs, labor market shifts, and community input, the SUBRECIPIENT will update the Working Plan and adjust implementation to remain aligned and responsive.

REPORTING & PERFORMANCE EVALUATIONS

The outcomes articulated in the Scope of Work section of this contract are required to be reported based upon the schedule below and as requested in writing from the Program Manager. Outcomes below the required target may impact on your ability to bill profit/management fee [refer to the Compensation section].

Outcome Performance Periods:

- **Quarter 1:** July 1 – September 30
- **Quarter 2:** October 1 – December 31
- **Quarter 3:** January 1 – March 31
- **Quarter 4:** April 1 – June 30
- **Year:** July 1 – June 30

Reporting Structure & Content

PACMTN’s Grants & Policy Compliance Manager will send out an email with the monthly narrative report templates. Reports include: Narrative, Performance Metrics, Participant/Employer Success Stories.

Submission Date

- **Due Date:** 10th of each month following the reporting period
 - If the 10th falls on a Saturday: submit it by the preceding Friday.
 - If the 10th falls on a Sunday: submit by the subsequent Monday.
- **Submission Email:** reports@pacmtn.org

Reporting Timeline

Report Month	Due Date
July 2025	August 11, 2025 (Sunday fallback)
August 2025	September 10, 2025
September 2025	October 10, 2025
October 2025	November 10, 2025
November 2025	December 10, 2025
December 2025	January 12, 2026 (Saturday fallback)
January 2026	February 10, 2026
February 2026	March 10, 2026
March 2026	April 10, 2026
April 2026	May 11, 2026 (Sunday fallback)
May 2026	June 10, 2026
June 2026	July 10, 2026

PY25 Quarterly SUBRECIPIENT Review

Quarter	Review Period	Evaluation Draft Due to CEO	SUBRECIPIENT Review Meeting Window	Final Evaluation Sent for Signatures
Q1	Jul 1 – Sep 30, 2025	Oct 15, 2025	Oct 20 - 23 2025	Oct 24, 2025
Q2	Oct 1 – Dec 31, 2025	Jan 15, 2026	Jan 20 - 22, 2026	Jan 26, 2026
Q3	Jan 1 – Mar 31, 2026	Apr 15, 2026	Apr 20 - 23, 2026	Apr 24, 2026
Q4	Apr 1 – Jun 30, 2026	Jul 15, 2026	Jul 20 - 23, 2026	Jul 24, 2026

Reporting & Meetings – Contract Oversight Structure

Meeting Type	Purpose	Frequency	Participants	Facilitator
Monthly Reporting	Review program outcomes, fiscal spend, and deliverables	By the 10th of each month	SUBRECIPIENTS, Program Leads, Contracts, Finance	SUBRECIPIENT submits; Program reviews
Quarterly SUBRECIPIENT Review Meetings	Evaluate performance using contract evaluation tool; discuss outcomes and challenges	4x/year (see schedule)	SUBRECIPIENT, Program Lead, Contracts, Executive Sponsor (as needed)	Contracts Manager
SUBRECIPIENT Closeout	Summarize contract outcomes, final deliverables, financial reconciliation, and documentation	Within 30 days of the contract end	SUBRECIPIENT, Program Lead, Contracts, Finance (if needed)	Contracts Manager

ACCOUNTABILITY & PERFORMANCE

Onboarding

To ensure a smooth start and consistent performance, all SUBRECIPIENTS are solely responsible for completing the onboarding process within the **first thirty (30) days** of the contract execution. This process is critical to program alignment, system setup, and compliance with PACMTN policies and timelines. PACMTN staff will provide support and technical assistance as needed, but the SUBRECIPIENT must lead and ensure timely completion of all onboarding activities.

As a condition of execution, the SUBRECIPIENT must assign a designated responsible individual for each onboarding task listed below. The completed table below will serve as a formal record of responsibility.

Required Onboarding Activities:

Task	Description	PacMtn Role	SUBRECIPIENT Responsible Individual
1. Onboarding Meeting	Review contract terms, deliverables, reporting, and expectations	Support	(To be completed by SUBRECIPIENT)
2. Launchpad Access & Training	Set up access and receive walkthrough of reporting system	Technical Assistance (Data Team)	(To be completed by SUBRECIPIENT)
3. ETO (Efforts to Outcomes) System Setup (If applicable)	Set up participant tracking and outcomes reporting	Technical Assistance (QA/Data Team)	(To be completed by SUBRECIPIENT)
4. Review of Key Policies	Review and acknowledge applicable PacMtn policies (e.g., Stevens Amendment, data security, travel)	Support (Contracts Manager)	(To be completed by SUBRECIPIENT)
5. Final Workplan & Calendar Confirmation	Confirm deliverables, key dates, and reporting schedule	Support (Program Lead)	(To be completed by SUBRECIPIENT)

Failure to complete onboarding within the required timeframe may delay reimbursements or result in corrective action.

Contract Monitoring & Evaluation

The PACMTN SUBRECIPIENT Evaluation/Corrective Action Form is the tool used for contract evaluations. PACMTN staff use this tool to evaluate progress on the contract outcomes and rapidly implement a response (within 10 days of quarterly report submission).

Status Levels and Corresponding Actions

The assessment scale tool has five (5) levels of achievement and a response action. Each contract will be subject to a quarterly Evaluation and be included in the quarterly SUBRECIPIENT Meeting with PACMTN Executive Sponsor and Program Lead:

Quarterly Evaluation Level (Range)	Action
Exceeds (Surpasses targets)	No action required, may include SUBRECIPIENT requested plan modification
Meets (90-100% of target)	Potential updates to strategies or other specific measures may be necessary to address challenges in executing the plan.
Needs Improvement (60-89% of target)	The SUBRECIPIENT is required to update their plan with specific actions to achieve the "meets" expectation targets within the established timeframe.
Corrective Action (59% or below of target of quarterly targets per SUBRECIPIENT plan, or failure to achieve 75% of quarterly targets for 2 consecutive quarters)	Plan Requirement: If the plan concludes in the third quarter or earlier, it must achieve at least 75% of its objectives; otherwise, meeting this threshold by year-end is considered acceptable. Action: The SUBRECIPIENT must update their plan to include specific actions that will ensure the achievement of "meets" level targets within the plan's timeframe.
Suspend/Terminated	Action: This status is applicable when there is a failure to implement the required corrective action.

Initial SUBRECIPIENT Assessment:

At the beginning of the contract period, an initial assessment will be conducted that includes a plan for specific technical assistance/monitoring beyond monthly meetings if the assessment requires anything other than regular reporting/monitoring.

Note: Quarterly reports must document actual performance compared to established targets.

Any variance exceeding 25% in any category must include a detailed explanation. If a variance greater than 25% occurs in the same category for two consecutive quarters, the SUBRECIPIENT may be placed on corrective action.

Monthly and Quarterly Contract Meetings:

Monthly SUBRECIPIENT meetings will be held to review performance and ensure positive outcomes to impact. Quarterly meetings will include a SUBRECIPIENT presentation followed by PACMTN's response via "PACMTN SUBRECIPIENT Evaluation/Corrective Action" form. This evaluation will impact the Profit paid for the quarter. See the ***Outcome to Profit Compensation Scale*** section of this agreement for full details.

Weekly Technical Assistance Convenings:

Weekly TA convenings will support technology innovation and management information.

COMPENSATION

Overview

The SUBRECIPIENT’S compensation under this Contract, as described in the contract term/condition # 8 - COMPENSATION, is set forth as follows:

PACMTN agrees to reimburse the SUBRECIPIENT up to a maximum amount of **\$150,000.00** for services as described in the **Scope of Work** section of this agreement.

The SUBRECIPIENT will submit invoices to PACMTN within fifteen (15) days following the month for which payment is requested to fiscal@pacmtn.org. Invoices shall cover the time the SUBRECIPIENT performed work for PACMTN during the billing period. PACMTN shall pay the SUBRECIPIENT for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing. The PACMTN Fiscal Department must receive all invoices no later than thirty (30) days after the previous month-end, and the final invoice must be received no later than sixty (60) days after the contract expiration date. Failure by the SUBRECIPIENT to submit an invoice on the date specified above will result in non-payment.

Upon receipt and approval of the payment requested in each invoice in accordance with the following:

Invoices include:

- Contract Number – OSO-CT-PY25
- Dates of services
- Description of services
- Profit & Loss Statement or similar supporting backup documentation (for this contract’s expenditures only) that substantiates year to date expenses.
- PACMTN Billing Form (PACMTN will provide this form)

Profit to Performance

Profit (aka: Management Fee) incentives are measured, calculated, and compensated quarterly. With each Quarterly billing, the SUBRECIPIENT may include 25% of the budgeted annual Profit amount, resulting four (4) billings annual totaling 100% of the budgeted annual Profit. The payout against these four (4) bills will be based upon the following compensation schedule.

Outcome to Profit Compensation Scale

Quarterly Evaluation Level	Profit Compensation % for the Quarter
Meets or Exceeds Expectations	100%
Needs Improvement	50%
Corrective Action	Profit suspended
Suspend/Terminate	N/A

BOILERPLATE & SIGNATURE PROCESS

This section outlines the core legal and procedural provisions that apply to all PACMTN contracts, regardless of the nature or scope of services. These provisions establish the structure for how the contract is authorized, modified, or terminated.

Signature Requirements

Each contract must be signed by an individual with proper legal authority to bind the respective organization. The contract shall be executed by PACMTN authorized signatory. PACMTN accepts electronic signatures (e.g., via DocuSign) as legally valid and binding in accordance with Washington Electronic Authentication Act and the federal E-SIGN Act.

Legal Structure

The SUBRECIPIENT must be a legally recognized entity (e.g., nonprofit organization, limited liability company, for profit organization, sole proprietorship) and must disclose its full legal name, entity type, and federal Employer Identification Number (EIN) and Unique Entity Identifier (UEI) number. This information will be used for contract execution, tax reporting, and audit verification.

Period of Performance

The contract will specify a defined start and end date, which together constitute the official period of performance. Only costs incurred and activities conducted within this period are eligible for reimbursement. Any activities or obligations outside the contract dates require formal amendment and written approval in advance.

Contract Modifications

Any changes to the contract – including adjustments to the budget, scope of work, deliverables, or timelines – must be made through a written modification or amendment signed by both parties. Modifications may not be made retroactively and are only effective once fully executed.

Termination Clause

This contract may be terminated by either party for convenience with appropriate written notice, typically thirty (30) days, or for cause in the event of a material breach, nonperformance, or failure to comply with applicable laws or contract terms. Termination for cause may be immediate, depending on the severity of the breach.

Amendment Acknowledgement

No oral statements or informal communications shall be deemed to modify or extend the terms of this contract. All amendments, extensions, and modifications must be documented in writing and signed by both parties.

GENERAL TERMS & CONDITIONS

1. SERVICES PROVIDED BY THE SUBRECIPIENT

The SUBRECIPIENT represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The SUBRECIPIENT shall perform the following services:

- Strengthen current partnerships to support and achieve direct participant placements.
- a. A detailed description of services to be performed by the SUBRECIPIENT is set forth in the Strategies and Outcomes Section (Summary) of this agreement, and in further detail in Attachment E, which is incorporated herein by reference.
- b. The SUBRECIPIENT agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by PACMTN.
- c. The SUBRECIPIENT shall perform according to standard industry practices applicable to the work specified in this Contract.
- d. The SUBRECIPIENT shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- e. The SUBRECIPIENT shall confer with PACMTN regarding the provision of services. At PACMTN's request and/or according to the agreed reporting schedule, the SUBRECIPIENT shall prepare and present status reports on its work.

2. SERVICES PROVIDED BY PACMTN

In order to assist the SUBRECIPIENT in fulfilling its duties under this Contract, PACMTN shall provide the following:

- a. Relevant information exists to assist the SUBRECIPIENT with the performance of the SUBRECIPIENT'S services.

ACCEPTANCE

It is understood and agreed by and between PACMTN and the SUBRECIPIENT that the SUBRECIPIENT's payment is conditioned upon satisfactory performance and acceptance by PACMTN. PACMTN reserves the right to withhold payment of any deliverable contingent upon acceptance of the deliverable by PACMTN. If defects preventing acceptance of a deliverable are present, PACMTN, may, at

its discretion, notify the SUBRECIPIENT in writing of the nature of the defects and the method of remedy of those defects. If such written notice is given, the SUBRECIPIENT shall take timely action to remedy defects so as to permit acceptance of the subject deliverables. Notwithstanding the other provisions of this Contract, PACMTN shall not unreasonably withhold acceptance of a deliverable nor reimbursement of the SUBRECIPIENT.

3. ACCESS AND MONITORING

3.1 Access to Facilities

To the extent permitted by law, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by PACMTN shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Agreement, or reflect all direct and indirect costs of any nature expended in the performance of this Agreement. In addition, these entities shall have the right subject to conformance with SUBRECIPIENT's safety and security standards provided in advance to PACMTN and to the extent permitted by law, to access, examine, and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the SUBRECIPIENT. Access shall be conducted at reasonable times and in a reasonable manner. Access is required to be granted as long as the records are retained and at no additional cost to PACMTN.

3.2 Audits

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

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

If the SUBRECIPIENT expends \$1,000,000 or more during the SUBRECIPIENT's fiscal year of federal award money, SUBRECIPIENT must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to 2 CFR § 200.501 - Audit requirements.

3.3 Records Storage

The SUBRECIPIENT shall maintain its records and accounts in such a way as to facilitate any audits, examinations, and/or public records production in accordance with the Public Records Act or Freedom of Information Act laws, regulations, or policies. SUBRECIPIENT shall also require that SUBRECIPIENTS also maintain records that are auditable in accordance with Generally Accepted Accounting Principles (GAAP).\

4. ADVANCE PAYMENTS

Advance payments must be limited to the minimum amounts needed and be timed to coincide with expenditure payments, with the exception of payments for escalating leases and leave accruals. Workforce Innovation Opportunity Act (WIOA) cash balances should be minimized as per federal guidelines. The SUBRECIPIENT must have a financial management system in place that meets the standards for fund control and accountability and in accordance with Employment Security Department (ESD) policy [5230 - Financial Management](#).

5. ASSIGNABILITY

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.

6. ASSURANCES

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

If this Contract is funded by the Workforce Innovation and Opportunity Act (WIOA), the SUBRECIPIENT shall conduct the program in accordance with the existing or hereafter amended WIOA, the U.S. Department of Labor's regulations relating to WIOA, and the Washington State WIOA Title I and WorkSource System Policies.

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

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

- B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
- C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- D. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The SUBRECIPIENT also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The SUBRECIPIENT understands that PACMTN has the right to seek judicial enforcement of this assurance.

7. CHANGES AND MODIFICATIONS

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

The SUBRECIPIENT may amend the budget, without formal modification to the contract and without securing the prior approval of PACMTN, under the following conditions:

- a. The revisions must not result in the need for additional funding.
 - b. Such changes must not alter the scope of the Contract's Scope of Work and must not be prohibited by applicable federal or state statutes or regulations.
 - c. The SUBRECIPIENT may vary actual expenditures within line items of the budget without securing the prior approval of PACMTN when such variances do not exceed ten percent of the total costs originally budgeted in that line item. Such variances may be between line items only and may not alter the total amount of money originally budgeted in each major cost category-Operating Costs and Participant Costs. The SUBRECIPIENT will send written notices of such changes to PACMTN.
2. No amendment, alteration, modification, or renewal shall be made to this Contract, except those listed above, unless set forth in a written contract modification, signed by the authorized representatives of both parties.
 3. In the event of any errors or omissions by the SUBRECIPIENT in the performance of any work required under this Contract, the SUBRECIPIENT shall make any and all necessary corrections without additional compensation. All work submitted by the SUBRECIPIENT shall be certified by the SUBRECIPIENT and checked for errors and omissions. The SUBRECIPIENT shall be responsible for the accuracy of the work, even if the work is accepted by the PACMTN.

8. COMPENSATION

For the services performed hereunder, the SUBRECIPIENT shall be paid based upon mutually agreed reimbursable expenditures contained in the Compensation Section of this agreement. No payment shall be made for any work performed by the SUBRECIPIENT, except for work identified and set forth in this Contract.

The parties agree that all performance required by the SUBRECIPIENT as a precondition to payment must occur within the Contract period.

The SUBRECIPIENT shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of PACMTN. The SUBRECIPIENT shall not bill PACMTN for costs if the SUBRECIPIENT is being paid by another funding source for those same costs.

Unless otherwise provided for in this Contract or any attachments hereto, the SUBRECIPIENT will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

The PACMTN Fiscal Department must receive all invoices no later than thirty (30) days after the previous month-end, and the final invoice must be received no later than sixty (60) days after the contract expiration date. Failure by the SUBRECIPIENT to submit an invoice on the date specified above will result in non-payment.

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

9. CONFERENCES AND MEETINGS

9.1 Approval

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

9.2 Executive Branch Meetings

The SUBRECIPIENT must not use any funds from this Agreement for the purpose of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose this Agreement. No funds from this Agreement may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M-17-08 Date November 25, 2016. (P.L 113-6, 3003(c)(d)(e)).

9.3 Hotel-Motel Fire Safety Act

Pursuant to 15 U.S.C 2225(a), SUBRECIPIENT must ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part

with funds from this Agreement complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended).

10. CONFLICT OF INTEREST/CODE OF CONDUCT

10.1 Conflict of Interest

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

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

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

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

10.2 Code of Conduct

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

10.3 Gifts

Gratuities in the form of entertainment, gifts or otherwise offered by the SUBRECIPIENT, or an agent or representative of the SUBRECIPIENT to any officer or employee of PACMTN, 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 PACMTN.

10.4 Public Service Ethics

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

11. 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:

- a. 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; and
- b. The Agreement and its modifications.

12. COPYRIGHT PROVISIONS/INTELLECTUAL PROPERTY RIGHTS

12.1 Federal Requirements

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this Agreement, including a sub-grant or contract under the grant or sub-grant; and ii) any copyrights to materials developed or purchased by the SUBRECIPIENT or its subcontractors under this award—including, but not limited to, curricula, training models, technical assistance products, and related materials—are subject to the terms of this agreement. 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 SUBRECIPIENT 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."

12.2 Ownership of Materials

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

12.3 Licensing of Materials

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

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

13. DEBARMENT AND SUSPENSION

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

SUBRECIPIENT must provide a signed statement, attached to this Agreement that it is complying with the requirements of this section.

14. DISPUTES

14.1 Dispute Resolution

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

14.2 Governing Law

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

14.3 Venue

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

14.4 Fees and Costs

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

Differences between the SUBRECIPIENT and PACMTN, arising under and by virtue of this Contract, shall be brought to the attention of PACMTN at the earliest possible time

in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due to the SUBRECIPIENT shall be decided by PACMTN'S Contract Representative or designee. All rulings, orders, instructions, and decisions of PACMTN'S Contract Representative shall be final and conclusive, subject to the SUBRECIPIENT'S right to seek judicial relief.

15. DRUG FREE WORKPLACE

SUBRECIPIENT 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 cause for suspension or disbarment. All WIOA Title I grant recipients, and sub-recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 94 and 48 CFR part 23.504.

16. FUNDING

16.1 Funding Provided

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

16.2 Program Income/Profit

Any profit generated by funds made available under a cost reimbursement award must be used or returned to PACMTN in accordance with WIOA Title I Policy 5220.

16.3 Indirect Costs

SUBRECIPIENT shall not spend funding obtained through this contract on indirect or administrative costs without approval of an indirect cost allocation plan or indirect cost rate through the applicable cognizant agency.

16.4 Repayment of Disallowed Costs

The SUBRECIPIENT may be required to repay PACMTN for any costs that are determined by PACMTN to be a disallowable cost. Upon written notification from PACMTN, the SUBRECIPIENT shall remit repayment in full within thirty (30) calendar days, unless an alternative repayment schedule is approved in writing by PACMTN.

17. INDEMNIFICATION

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

18. INDEPENDENT SUBRECIPIENT

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

19. INSURANCE AND BONDING

The SUBRECIPIENT shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract, as follows:

1. Commercial General Liability Insurance

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

2. Business Auto Policy

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

3. Professional Liability Insurance

The SUBRECIPIENT 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 SUBRECIPIENT shall ensure that its employees, as well as any subrecipients or SUBRECIPIENTS, are covered by professional liability insurance.

4. Bonding

The SUBRECIPIENT shall ensure that:

- a. SUBRECIPIENT has purchased fidelity bonding to protect against risk of loss from all officers, directors, employees, or other individuals who receive or deposit funds into program accounts, or issue other financial documents, checks, or other instruments of payment.
- b. Fidelity bonding secured pursuant to this SUBRECIPIENT must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
- c. If requested, the SUBRECIPIENT will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

5. Additional Provisions

- a. **Material Changes**
PACMTN shall be given advance notice of any material change to insurance policies coverage for services provided under this Contract.
- b. **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.
- c. **Excess Coverage**
The limits of all insurance required to be provided by the SUBRECIPIENT shall be no less than the minimum amounts specified.
- d. **Self-Insured**
If self-insured, the SUBRECIPIENT warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this Contract, and that the SUBRECIPIENT's Risk Officer or appropriate individual will provide PACMTN evidence of such insurance. If requested, the SUBRECIPIENT will provide ESD with a copy of the applicable insurance face sheet(s) or certification of self-insurance reflecting this coverage. Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the Contract.

PACMTN shall be named as an additional insured under the required policies.

6. Industrial Insurance Coverage

The SUBRECIPIENT shall provide or purchase industrial insurance coverage prior to performing activities under this Contract Agreement. PACMTN will not be responsible for payment of industrial insurance premiums or for any other claim or benefits for this Contract which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

20. INFORMATION TECHNOLOGY RESOURCES

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

21. LICENSING AND ACCREDITATION

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

22. LIMITATIONS ON FUNDING PROVIDED

22.1 ACORN Prohibition

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

22.2 Business Relocation

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

22.3 Religious Activity Trainings

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

22.4 Health Benefits Coverage

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

22.5 Trafficking in Persons

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

23. LIMITATION OF SIGNATURE AUTHORITY

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

24. LOBBYING ACTIVITIES

The SUBRECIPIENT shall comply with lobbying restrictions set forth in WIOA; 29 CFR Part 93 and any subsequent updates; and RCW 42.17A. The SUBRECIPIENT shall also make available upon request required disclosure information if the SUBRECIPIENT participates in lobbying activities during the Contract period.

25. MILITARY SELECTIVE SERVICE

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

26. NONDISCRIMINATION/EQUAL OPPORTUNITY

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

26.1 Discrimination

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.

26.2 Program Participation

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

26.3 Notification

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

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

“PACMTN and the SUBRECIPIENT identified are equal opportunity employer/program. Auxiliary aids and services are available upon request to Individuals with disabilities through WA Relay 711.”

26.4 Reporting

The SUBRECIPIENT 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 Director of ESD; Civil Rights Center (CRC); the Office of the Assistant Secretary for Administration and Management; and DOL.

27. PATENT RIGHTS

The SUBRECIPIENT shall disclose to PACMTN any invention, written product, computer program developed, or data assembled as a result of performance of work under this contract within sixty (60) days of invention, development, or assembly.

PACMTN, the Pacific Mountain Workforce Development Council, the State of Washington, and US Department of Labor shall have the right to patent any invention and copyright any written product or computer program, or data generated by Contactor. Upon written request, SUBRECIPIENT shall transfer all pertinent information, specifications and right, title and interest to the designated agency.

The SUBRECIPIENT will retain a non-exclusive, royalty-free license throughout the world on each subject invention, document, program, or data to which PACMTN, State or Department of Labor obtains title, except if the SUBRECIPIENT fails to disclose such invention, document, program, or data. The license is transferable by the SUBRECIPIENT only with the approval of the agency obtaining title, except when transferred to the successor of the SUBRECIPIENT.

Where the Pacific Mountain Workforce Development Council, State and US Department of Labor decline to request the transfer of rights, the Contactor shall retain the entire right, title, and interest throughout the world to each subject invention, document, program, or data. In such event, PACMTN, the Pacific Mountain Workforce Development Council, State and US Department shall have non-exclusive, non-transferable, irrevocable paid-up license to use subject invention, document, program,

or data throughout the world. The SUBRECIPIENT shall follow other guidance regarding patents according to 37 CFR Part 401.

28. PERFORMANCE STANDARDS

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

28.1 Project Planned Performance and Financial Measurements

The SUBRECIPIENT shall develop a quarterly plan to establish targets for participant and financial figures. Quarterly reports will be submitted to verify actual performance against each target. Variances of greater than 25% should be explained in detail. If variances greater than 25% in any category occur for two consecutive quarters, the SUBRECIPIENT may be subject to corrective action.

28.2 Remaining Balances

Funds not expended during the contract period will be retained by PACMTN. If budget availability allows some or all of the remaining funds may be added into the subsequent contract via modification after the contract has been closed out. The remaining balance is subject to up to a 10% administration holdback.

29. PROTECTION OF CONFIDENTIAL INFORMATION

SUBRECIPIENT 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.

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

30. PUBLIC ANNOUNCEMENTS

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

31. PURCHASING AND CONTRACTING REQUIREMENTS

31.1 Buy American Act

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

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

31.2 Procurement Requirements

All purchasing of goods and services by the SUBRECIPIENT using funds made available through this Contract must be done in accordance with 2 CFR 200.317-.326 and other applicable federal and Washington State purchasing laws, policies, and regulations.

These purchasing requirements include, but are not limited to:

- a. Maintaining a procurement policy that complies with the requirements contained in 2 CFR 200.318;
- b. Complying with competition requirements of 2 CFR 200.319;
- c. Following the proper method of procurement as identified in 2 CFR 200.320, including but not limited to following the simplified acquisition threshold;
- d. Providing adequate opportunities for small and minority business, women's business enterprise, and labor surplus area firms through the process identified in 2 CFR 200.321; and
- e. All procurement of professional services must be done in accordance with 2 CFR 200.459.
- f. Maintaining records detailing the history of all purchasing and procurement in which funds from this Contract were used. This includes the rationale for the selected method of procurement, selection of contract type, basis for SUBRECIPIENT selection or rejection, and basis for contract price.

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

31.3 Prohibition on Contracting with Corporations with Felony Criminal Convictions

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

31.4 Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

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

31.5 Prohibition on Contracting with Inverted Domestic Corporations

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

31.6 Oversight

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

31.7 Equipment and Supplies

31.7.1 Acquisition

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

31.7.2 Equipment Management

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

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

31.7.3 Supplies

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

31.8 Recovered Materials

Purchases made pursuant to this Agreement must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires purchases of items over \$10,000 to contain the

highest percentage of recovered materials while maintain satisfactory level of completion. Guidelines for recovered materials are found in 40 CFR part 247.

32. RECORD RETENTION

The SUBRECIPIENT 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 (3) 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 (3) 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 six (6) 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. After the files have been retained for the appropriate period cited in Section A-D, refer to your organization's guidelines for destroying confidential information.
- f. Retain all records beyond the required six (6) 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 six (6) years after the litigation, audit, or claim has been resolved;
- g. Comply with all other requirements of WIOA Title I Policy #5403 (Rev2).

33. SAFEGUARDING OF CUSTOMER INFORMATION

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

34. SALARY AND BONUS LIMITATIONS

No funds received under this contract 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 Level II. This limitation does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

35. SEVERABILITY

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

36. SUBCONTRACTING

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

In the event the SUBRECIPIENT disburses any funding from this Contract to form a subrecipient relationship, the SUBRECIPIENT shall be responsible for the SUBRECIPIENTs compliance with the same general terms and conditions contained in this contract and shall ensure that the subrecipient spends the funding only on WIOA allowable costs or for allowable WIOA activities.

37. TAXES

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

38. TERMINATION/SUSPENSION AND REMEDIES

1. Termination or Suspension for Cause

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

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

PACMTN reserves the right to immediately suspend all, or part of, this Contract, and to withhold further payments, or to prohibit the SUBRECIPIENT 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 SUBRECIPIENT under this Contract.

2. Termination for Funding Reasons

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

3. Termination or Suspension for Convenience

1. Except as otherwise provided in this Contract, PACMTN may, by thirty (30) days' written notice, beginning on the second day after mailing, suspend or terminate this Contract, in whole or in part. If this Contract is suspended or terminated, PACMTN shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of suspension or termination.
2. The SUBRECIPIENT may terminate this contract upon giving sixty (60) days written notice or by written mutual agreement between the parties.
3. If the SUBRECIPIENT fails to comply or breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by the PACMTN may terminate this Contract, in which case PACMTN shall pay the SUBRECIPIENT only for the costs of services accepted by PACMTN, in accordance with Section 2 of this Contract. Upon such termination, PACMTN, at its discretion, may obtain performance of the work elsewhere, and the SUBRECIPIENT shall bear all costs and expenses incurred by PACMTN in completing the work and all damage sustained by the PACMTN by reason of the SUBRECIPIENT'S breach. If, subsequent to termination, it is determined for any reason that (1) the SUBRECIPIENT was not in default, or (2) the SUBRECIPIENT'S failure to perform was not its fault or its SUBRECIPIENTs fault or negligence, the termination shall be deemed to be a termination under subsection "a." of this section. Other action may be taken in accordance with 2 CFR Part 200.338.

39. TERMINATION PROCEDURES

Upon termination of this Contract, PACMTN, in addition to any other rights provided in this Contract, may require the SUBRECIPIENT to deliver to PACMTN any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions in the contract term/condition #40 - TREATMENT OF ASSETS clause shall apply in such property transfer.

PACMTN shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for completed work and services accepted by PACMTN and the amount agreed upon by the SUBRECIPIENT and PACMTN 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 PACMTN; and (4) the protection and preservation of property, unless the termination is for default, in which case PACMTN shall determine the extent of liability of PACMTN. Failure to agree with such determination shall be a dispute within the meaning of the contract term/condition #14 - DISPUTES clause of this Contract.

PACMTN may withhold from any amounts due to the SUBRECIPIENT such sum as PACMTN determines to be necessary to protect PACMTN against potential loss or liability.

The rights and remedies of PACMTN 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.

40. TREATMENT OF ASSETS

Title to all property furnished by PACMTN shall remain in PACMTN. Title to all property purchased by the SUBRECIPIENT the cost of which the SUBRECIPIENT has been reimbursed as a direct item of cost under this Contract, shall pass to and vest in PACMTN upon delivery of such property by the SUBRECIPIENT. This applies to all items with a useful life over one year. The title shall only pass to the SUBRECIPIENT if PACMTN specifically agrees to grant title in this Contract for items purchased.

41. USE OF NAME PROHIBITED

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

42. VETERANS PRIORITY

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

43. VIOLATION OF PRIVACY ACT

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

44. 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 PACMTN.

45. CLEAN AIR ACT

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

46. ENERGY POLICY AND CONSERVATION ACT

The SUBRECIPIENT shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C 6201).

47. WAGES AND HOURS

The SUBRECIPIENT 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 regulation (29 CFR Part 5). (Construction contracts awarded by SUBRECIPIENTs and SUBRECIPIENTs in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)

48. COMPLETION & CLOSEOUT

The grant and cooperative agreement award recipient will be notified approximately fifteen (15) days prior to the end of the period of performance that the closeout process will begin. At the end of the Contract period, PACMTN will review the service to ensure all required deliverables have been met. This includes but is not limited to submission and acceptance of all reports and inspection and inventory of all PACMTN equipment and facilities provided to the SUBRECIPIENT for the execution of the Contract. The SUBRECIPIENT shall resolve any or all outstanding issues within forty-five (45) days of Contract expiration. A settlement package (or closeout package) is due forty-five (45) days after the end of the agreement funding period. At this time, PACMTN will issue a Notice of Contract Closure to finalize the Contract Closure between both parties.

ATTACHMENT A

Definitions

Apprenticeship

A program that combines on-the-job training with related classroom instruction, under the supervision of a journey-level craft person or trade professional, in which workers learn the practical and theoretical aspects of a highly skilled occupation.

Best Practice

A method or technique that has consistently shown results superior to those achieved with other means, and that is used as a benchmark.

Business Navigator

A professional who assists businesses in navigating workforce development services, providing support in areas such as training, recruitment, and compliance with workforce regulations.

Career Pathways

A series of connected education and training strategies and support services that enable individuals to secure industry-relevant certification and obtain employment within a specific industry or occupational sector.

Community Reinvestment Project

Initiatives aimed at investing in and revitalizing communities through workforce development, economic development, and other supportive services.

Continuous Improvement

An ongoing effort to improve products, services, or processes by making small, incremental improvements over time.

Corrective Action Plan

A detailed plan developed by an organization to address deficiencies identified during monitoring or evaluation, outlining specific actions and timelines to rectify the issues.

Data Analytics

The process of examining data sets to draw conclusions about the information they contain, often with the aid of specialized systems and software.

Data Privacy Laws

Regulations that govern the collection, storage, and sharing of personal information to protect individuals' privacy rights.

Economic Security for All

Washington State program that helps individuals in poverty access education, training, and support services to achieve long-term economic stability.

Fiscal Monitoring

The process of reviewing and analyzing financial activities and records to ensure funds are used appropriately and in compliance with regulations.

High Road Employers

Employers who prioritize good wages, benefits, and working conditions, and who invest in training and career advancement for their employees.

Individual Employment Plan (IEP)

A customized plan created for job seekers outlining their employment goals and the steps necessary to achieve them, including training and other support services.

Integrated Service Delivery

A coordinated approach to providing services that brings together resources and staff from multiple programs and organizations to offer a seamless service experience to customers.

Key Performance Indicators (KPIs)

Quantifiable measures used to evaluate the success of an organization in meeting its objectives for performance.

Memorandum of Understanding (MOU)

A formal agreement between two or more parties that outlines the terms and details of an understanding, including each party's requirements and responsibilities.

Nondiscrimination Policies

Policies that prohibit discrimination based on race, color, religion, sex, national origin, age, disability, or genetic information in any program or activity receiving federal financial assistance.

On-the-Job Training (OJT)

Training provided by an employer to a paid participant while engaged in productive work that provides knowledge or skills essential to the full and adequate performance of the job.

One-Stop Center

A facility that provides a full range of assistance to job seekers and employers under one roof. These centers offer training referrals, career counseling, job listings, and similar employment-related services.

Program Requirements

The specific obligations and conditions that must be met by SUBRECIPIENTS and service providers to comply with federal, state, and local workforce development programs.

Quality Jobs Framework

A structured approach to defining, measuring, and promoting jobs that offer good wages, benefits, opportunities for advancement, and a safe and healthy working environment.

Sector Lead

A specialist focused on a specific industry sector, responsible for developing and implementing strategies to address workforce needs within that sector.

Sector Strategies

Industry-focused approaches to workforce development that address the needs of employers and workers in specific sectors, often through partnerships and collaborative initiatives.

Strategic Partnerships

Collaborative relationships between organizations that leverage each other's strengths and resources to achieve shared goals.

Talent Recruiter

A professional responsible for identifying, attracting, and hiring talented individuals to meet the workforce needs of employers.

Technical Assistance (TA)

Targeted support provided to organizations to help improve their capacity to perform required functions, often including training, guidance, and problem-solving assistance.

Washington College Grant

A state financial aid program that provides funding to eligible students to attend college or university in Washington State.

Workforce Innovation and Opportunity Act (WIOA)

A federal law designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need.

ATTACHMENT B

Acronym Reference Guide

The following acronyms are used throughout this Scope of Work and related attachments. This reference guide is provided to ensure clarity and consistent understanding across SUBRECIPIENT staff, partners, and stakeholders.

Acronym	Definition
WIOA	Workforce Innovation and Opportunity Act
EcSA	Economic Security for All
IEP	Individual Employment Plan
ISS	Individual Service Strategy
WEX	Work Experience
OJT	On-the-Job Training
MSG	Measurable Skill Gain
CTE	Career and Technical Education
CTC	Community and Technical Colleges
CRM	Customer Relationship Management
QA	Quality Assurance
HR/QJ	High Return / Quality Jobs
ETO	Efforts to Outcomes (data system)
BFET	Basic Food Employment & Training
TANF	Temporary Assistance for Needy Families
Title II/IV	Titles under the Workforce Innovation and Opportunity Act related to adult education and vocational rehabilitation
PacMtn	Pacific Mountain Workforce Development Council

ATTACHMENT C

Budget Form

OSO

Budget Summary

Contractor Name:	Career Team LLC	Contract Start Date:	7/1/2025
Contract #:	OSO-CT-PY25	Contract End Date:	6/30/2026
County:		Modification #:	0

Accounting Category		WIOA	Other	Total
Salaries & Wages		90,000	-	90,000
Employee Benefits		16,574	-	16,574
Supplies		2,544	-	2,544
Communications		-	-	-
Facilities		-	-	-
Equipment Rental/Maintenance		-	-	-
Travel & Training		10,805	-	10,805
Other		850	-	850
Profit*	8%	11,111		11,111
Indirect:	15.00%	18,116	-	18,116
Total Operating Costs		150,000	-	150,000
				-
Work Experiences (Internships, Job Shadows, On the Job Trainings, and Pre-Apprenticeships)				-
Training (ITAs, Training Contracts)				-
OJT				-
Support Services				-
				-
Total Participant Costs		-	-	-
Total Contract		150,000	-	150,000

Expenditure Budget

PLANNED EXPENDITURES BY QUARTER				
All Expenditures	2025	2025	2026	2026
	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun
Expenditures by Quarter	\$ 37,499.94	\$ 37,499.94	\$ 37,499.94	\$ 37,499.94
Cumulative Total by Quarter	\$ 37,499.94	\$ 74,999.88	\$ 112,499.82	\$ 149,999.76

Outcomes



The SUBRECIPIENT acknowledges the required outcomes and agrees to report and ensure progress outlined in this Agreement.

Referral System and Partner Coordination

- Functional referral system in place across all required partners, with at least 90% partner participation in active referral usage (documented in SOPs or logs).
- Quarterly review of referral data with partner feedback summary and action steps.
- All required partners participate in at least 1 referral system improvement effort during the program year.

Training and Staff Development

- 100% of new staff (Title I and partners) complete the required system orientation within 30 days of onboarding.
- At least 80% of required staff complete quarterly micro-trainings on system updates or procedures.
- Quarterly staff training audit completed and submitted to PacMtn.

Customer and Partner Experience

- Annual customer and partner satisfaction surveys administered with at least 70% partner response rate and baseline Net Promoter Score (NPS) reported.
- One documented improvement per quarter based on partner or customer feedback (e.g., SOP update, process fix, or new communication tool).

System Tools and Documentation

- Maintain a SharePoint site with current SOPs, change logs, and training calendar with quarterly updates.
- Maintain and publish a training calendar with at least two system-wide training offerings per quarter.

Compliance and Certification

- Complete state-required site certification on time for all sites.
- Submit **corrective action plans for any findings** within **10 business days**.
- Close all certification findings within the timeframe agreed upon in corrective actions (typically 90 days or less).

Accessibility and Language Access

- Complete annual ADA and language access reviews and submit summary reports to PacMtn.
- All ADA/language access findings closed within 60 days unless otherwise negotiated.

Data, Reporting, and Governance

- Submit 100% of required reports (monthly, quarterly, annual) by due dates.
- System dashboard published by the 10th of each month (once operational).
- Participate in 100% of scheduled LWDB, OSC, and site lead meetings.

Continuous Improvement

- Submit quarterly continuous improvement log with:
 - At least one system audit per month (file review, referral tracking, etc.)
 - At least two recommendations per quarter for system improvement based on audit or partner data
- Document implementation status of prior improvement recommendations in quarterly reports.

Participant Individual Record Layout (PIRL) Outcome Targets

PACMTN Region: WIOA Common Measures – Adult

Employment Q2	61.0%
Median Earnings	\$8,347
Employment Q4	62.0%
Credential Attainment	60.0%
Measurable Skill Gains	61.0%

PACMTN Region: WIOA Common Measures – DW

Employment Q2	69.9%
Median Earnings	\$10,800
Employment Q4	67.2%
Credential Attainment	59.5%
Measurable Skill Gains	57.4%

PACMTN Region: WIOA Common Measures – Youth

Employment Q2	50.0%
Median Earnings	\$3,576
Employment Q4	53.7%
Credential Attainment	50.0%
Measurable Skill Gains	50.0%

ATTACHMENT D

Certification Regarding Lobbying

APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

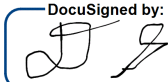
The undersigned (i.e., the SUBRECIPIENT signatory) certifies, to the best of his or her knowledge and belief, that:

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.

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE General Counsel
APPLICANT ORGANIZATION Career Edge, LLC	DATE SUBMITTED 9/8/2025

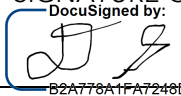
ATTACHMENT E

Certification Regarding Debarment and Suspension

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

1. The undersigned (i.e., the SUBRECIPIENT 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 (3) 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 (3) period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal (or plan).

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE General Counsel
APPLICANT ORGANIZATION Career Edge, LLC	DATE SUBMITTED 9/8/2025

ATTACHMENT F

Guiding Documents & Policies

Federal Policies and Guiding Documents

1. [Workforce Innovation and Opportunity Act \(WIOA\)](#)
2. [Employment and Training Administration](#)
3. [Wagner-Peyser Program](#)
4. [WIOA Adult and Dislocated Worker Program](#)
5. [Youth Programs and Services](#)
6. [ETA Policy & Advisories](#)
7. [TEN 13-20 – Advancing a One Workforce Vision and Strategy'](#)
8. [Workforce GPS](#)

Washington State Policies and Guiding Documents

1. [Talent and Prosperity for All \(TAP\)](#)
2. [10-Year Plan to Dismantle Poverty in Washington](#)
3. [Washington State Community Reinvestment Plan](#)
4. [Workforce Professionals Center](#)
5. [WIN 0073 WIOA operating guidance issued to date by DOL through TEGs, UIPLs, and TENS](#)
6. [Policy information and resources](#)
7. [Monitoring Tools and Data Element Validation](#)

PACMTN Region Policies and Guiding Documents

1. [PACMTN Home Page](#)
2. [Regional Strategic Workforce Plan](#)
3. [2024-2028 One Workforce System MOU & IFA](#)
4. [WIOA Title 1b Local Policy](#)
5. [PACMTN In-Demand Sectors](#)

Additional Guiding Documents

- [10-Year Plan to Dismantle Poverty in Washington](#)
- [WA State Community Reinvestment Project](#)
- [Washington College Grant](#)

ATTACHMENT G

PY25 Strategies

Strategy	Objective	Outcome	Performance Indicators
Sector Strategy, High Road Employer and Quality Jobs	Establish a sector strategy for each of the identified sectors, based upon the Next Generation Sector Strategies model, that includes standards defining a framework for High Road Employers & Quality Jobs.	Continue to expand Hospitality & Tourism and Manufacturing & Logistics Sector Strategies; scale up and launch Food Production, and Forest & Wood Products convenings.	Number of sector outreach events conducted.
			Number of employers engaging in the development of the sector strategy.
			Number of new business leads
			Number of days between new lead to new business partner application (average)
			Number of business receiving technical assistance.
Sector Strategy, High Road Employer and Quality Jobs	Develop standards to identify employers as High Road Employers and affiliated jobs as Quality Jobs	Develop the employer qualification standards for both HR and QJ and seek board approval.	Number of employers engaged in developing the HR and QJ standards.
Sector Strategy, High Road	Expand HR and QJ branding	Connect with employers and establish MOU for HR and QJ protocol.	Approved by PacMtn, with branding applied to participating employers and their related jobs.

Employer and Quality Jobs			
Sector Strategy, High Road Employer and Quality Jobs	Create Marketing material, that aligns to the BHAG and WorkSource brand standards, that elevates and recognizes employers and jobs that achieve high road and quality jobs standards.	Update and approve six sector videos for release on website and social media.	Number of sector videos with local employers and highlighted HR/QJ opportunities.
		Brand initial cohort of employers with the HR and QJ monikers.	Number of business partners recognized as HR employers.
			Number of Quality Jobs.
Sector Strategy, High Road Employer and Quality Jobs	Develop and demonstrate effectiveness of outreach campaigns to build awareness of employment opportunities in the region. This includes infographics, data visualizations, video content, and industry reports.	Demonstrate increases in LMI awareness, high-demand occupations and career pathway decisions.	Number of jobseekers placed in employment (reported by sector).
Sector Strategy, High Road Employer and Quality Jobs	Show escalating penetration level of campaigns from first quarter PY24 baseline, with strong awareness of 30 occupations,	Increase awareness of BHAG across business community.	Number of existing partnerships maintained and strengthened with local business. (may or may not include HR/QJ branded engagement)

	career pathways website, and how to get started.		Number of businesses receiving technical assistance who are Black, Indigenous, or Latino
			Number of quality applicants to fill and retain job orders, broken down by Sector Lead.
Sector Strategy, High Road Employer and Quality Jobs	Demonstrated utilization of career pathways website (traffic) and WorkSource PacMtn website (application), demonstrated with increased traffic and application use.	Increased activity that indicates outreach campaign is having desired impact.	Number of unique visitors to site.
			Number of unique visitors to the site by sector.
			Number of clicks through to "getting started" page.
			Total traffic analysis for career websites.
Sector Strategy, High Road Employer and Quality Jobs	Meet or exceed educational and informational opportunities related to Career Pathways.	Increase awareness of career pathways, employers, and opportunities in the region.	Number of community-based organizations involved in community and jobseeker engagement activities (career pathways training, career/job fairs, sector convenings).
			Number of sector outreach events conducted.
Sector Strategy, High Road Employer and Quality Jobs	Increase work experience opportunities for Youth	Increased youths placed in work experiences.	Number of employers offering WEX.

Expand Training Capacity	Establish Career Pathways and sample Individual Employment Plans, for the top 30 occupations.	Develop career pathway material and sample IEPs for the top 30 occupations.	Number of approved career pathways
			Number of sample IEPs
			Number of career pathways are accessible via the career website.
Expand Training Capacity	Map existing training capacity by sector, noting high road employer/quality job related, and establishing a priority development list in coordination with the Sector teams and the Base committee. Acceptable training types include OJTs, apprenticeships, procured contract training, and eligible training provider list.	Establish a list of training programs related to the active career pathways, noting HR and OJ as they're established. Establish the list in the first quarter with first report due at the end of the quarter. For each of the following months, provide updated list with new noted programs.	Develop an asset list of existing training resources, that include CTE, CTC, ETPL, OJT and apprenticeships.
			Number of CTE programs aligned to 30x30
			Number of CTC or credentialed programs that align to 30x30
			Number of OJT programs that align to 30x30
			Number of registered apprenticeships programs that align to the 30x30
			Number of new OJT programs
			Number of new apprenticeship programs
			Number of contracted or ETPL programs that support 30x30

Expand Training Capacity	Lead consortium of educators (CTE & Higher Education), employers and sector focused staff in establishing a training development strategy for the region. This is a plan to align with the 4-year Local plan and the BHAG.	Targeting to increase available contract or ETPL programs to support 30x30	Establish a training program development funnel to close the gap to 30x30, with anticipated timeline for each training under development. (all types)
Expand Training Capacity	Establish transition to employment programs for CTE and CTC programs, as an opportunity to engage talent and resource transition (support, incentives, and connection to OJTs/apprenticeships.	Increase enrollments of CTE and CTC students into WEX, OJTs, and apprenticeships.	<p>Number of CTE students enrolled in OJTs</p> <p>Number of CTC students enrolled in OJTs, Apprenticeships or WEX</p>
Expand Training Capacity	Establish a communication plan with employers and report outcomes.	Use storytelling to demonstrate effectiveness of LMI awareness, high-demand occupations and career pathway decisions.	Number of impact stories with partners or employers.
Recruit Jobseekers	Establish 3 teams made up of 1 Talent Recruiter & 1 Sector Lead, designed to meet both a sector target (per workplan) for the lead, and a jobseeker target, both	Demonstrate meaningful use of resources from all related program enrollments.	<p>Demonstration of knowledge transfer- Sector Lead to Talent Recruiter.</p> <p>Number of individuals participating in career pathway events geared towards influencing their career pathway decision.</p>

	<p>designed to support and meet both the annual jobseeker placement target and negotiated sector targets.</p>		<p>Number of quality applicants to fill and retain job orders, broken down by TR.</p>
	<p>Braid and leverage One Workforce fund to achieve recruitment and retention goals. Increase co-enrollments across PacMtn programs from Non PacMtn Programs</p>	<p>Increase co-enrollments across PacMtn & non-PacMtn programs, maximizing impact by 50% increase to services more job seekers and performance outcomes.</p>	<p>4 quarter rolling PIRL outcomes (2 quarter delay)</p>
<p>Recruit Jobseekers</p>			<p>Number of quality applicants to fill and retain quality job orders</p>
			<p>Number of applicants per opening</p>
			<p>Number of participants who are co-invested in more than one PacMtn sponsored program</p>
			<p>Number of days between participant enrollment to quality job placement (average)</p>
			<p>Number of participants who are engaged in local job champion networks</p>
			<p>Number of participants who enroll in individual or contracted training (including adult basic education)</p>
			<p>Number of participants who complete individual or contracted training</p>

			Number of participants who enroll in a work experience in alignment with their individual or contracted training (usually non-paid if with CTCs)
			Number of participants who complete a work experience in alignment with their individual or contracted training
			Number of participant who enroll in a paid internship (WEX)
			Number of participants who complete a paid internship (WEX)
			Number of registered apprentices who are enrolled in WIOA
			Number of registered apprentices who are co-invested in more than one PacMtn sponsored program
Recruit Jobseekers	Increase partner engagement	6 new CBO investors, 3 new system MOU signatories	Number of community-based organizations involved in community and customer engagement activities
			Number of community members reached through outreach campaigns

			<p>Number of community members who are accessing employment and training initial inquiry form</p>
			<p>Number of community members who are connected to training and employment through quality referral from partners</p>
			<p>Number of hours between community member inquiry to registration for sector outreach events</p>
			<p>Number of community members who attend sector outreach events</p>
			<p>Number of community members who are assessed for quality job training and employment</p>
<p>Recruit Jobseekers</p>	<p>Target key populations</p>	<p>Develop demographic targets (first quarter via workplan) as a percentage increase from the PY24 outcomes. Quarter by Quarter Measurements</p>	<p>Number of participants who are Black, Indigenous, and/or Latino enrolled in WIOA</p>
			<p>Number of participants who are Black, Indigenous, and/or Latino who are co-invested in more than one PacMtn sponsored program</p>
			<p>Number of participants who reach self-sufficiency upon employment</p>

			Number of participant impact stories
			Number of participants who become peer mentors in the local job champion networks upon completion of training and/or subsidized employment
Meet Demand	Prepare participants for success by leveraging IEPs, incentives, completion rates.	100% of all program enrollments leverage an IEP related to their career pathway.	Number of approved high-quality IEPs
		100% of all program enrollments make use of follow and retention services to achieve PIRL outcomes.	Number of incentives used to drive outcomes
			% of training completions
			Satisfaction rating from clients served.
			Number of participants who reach self-sufficiency upon employment
		Successfully place, leveraging training, work readiness, credentials and wage	Number of high-quality IEPs.
			Meet or exceed PIRL performance outcomes for Measurable Skill Gain and Credentials.
		Successfully retraining	Meet or excel PIRL performance outcomes for Credentials.
			Total % of enrollments with training on their IEP

			Total % of enrollments completing training Number of participants in an OJT or Apprenticeship. Number of individuals in incumbent worker training.
Meet Demand	Achieve a high level of customer (Participant) satisfaction (80%+) by meeting quarterly cumulative goals with monthly totals.	Increase the level of customer satisfaction to 80% or higher by effectively engaging partners and community organizations, and by enhancing the quality and reach of services provided through targeted outreach campaigns and professional development initiatives.	Number of quality applicants to fill and retain quality job orders from One Workforce partners Number of core, required, and other partners - including community-based organizations - reached through outreach campaigns Number of new community-based organizations involved in One Workforce Number of core and required partners engaged with the One-Stop Committee Number of WorkSource - PacMtn operations newsletter opens Number of WorkSource - PacMtn website visits (reporting will include average time spent on site and what pages)

			Number of WorkSource - PacMtn LinkedIn connections
			Number of WorkSource - PacMtn Facebook connections
			Number of WorkSource - PacMtn professional development/informational sessions for WorkSource frontline staff (Employment connections focus)
			Number of quality referral training and employment professional development sessions for WorkSource frontline staff (Employment Connections focus)
			Number of sector outreach events professional development/informational sessions for WorkSource frontline staff (Employment Connections focus)
			Number of quality referrals for training and employment investments from WorkSource frontline staff (Employment Connections focus)
			Number of quality referrals for training and employment from Career Team

			Number of community partner impact stories
Meet Demand	Increase access and engagement of priority populations through targeted outreach efforts and partnerships with community-based organizations.	Increase priority population access	Number of new community-based organizations involved in One-Stop Committee
			Number of Priority Population focused applicants
			% of applicants identifying as priority population
			Number of participants above 200% of poverty level, but household below SS standards.
			Number of participants below 200% of Federal Poverty Level.